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

CITY COMMISSION AGENDA

Regular Meeting - Monday, October 17, 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**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from the October 3, 2016 regular meeting.

6. **PROCLAMATIONS**

   a. IRSC Aspen Award Proclamation being received by Dr. Edwin Massey, President, Indian River State College.

   b. Proclamation declaring November, 2016 as World Prematurity Awareness Month being received by Allison Chandler, March of Dimes.

   c. Proclamation recognizing Florida City Government Week being received by Shyanne Helms, Communications Manager.

   d. Pilot International Founders Day Proclamation being received by Pilot Club of Fort Pierce members.

7. **LETTERS TO COMMISSION**

   a. Letter from Corinne and Jack Solomon expressing their gratitude for Officer Al Garcia coming to their aid.

   b. Letter from Corinne and Jack Solomon thanking Officer Elizabeth Louis for her kindness and professionalism when she conducted a wellness check.

c. Email from Joyce Jackson commending Solid Waste employee, Roger Guadamuz, for his superior public service attitude and for going above and beyond when assisting her neighbor.

d. Letter from Robertson County Sheriff Bill Holt thanking Detective Streeter for his assistance and dedication during a recent homicide investigation.

e. Email from Shirley Walker commending Officers Wachendorfer, Mohammed and Graziano for their professionalism and courtesy when they responded to a situation at her rental unit.

f. Letter from Assistant State Attorney M. Ryan Williams expressing his gratitude for Sergeant Donald Christman's work as an expert in Police Use of Force on behalf of the Ninth Judicial Circuit.

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. Approval to submit and accept a continuation grant from Florida Coalition Against Domestic Violence for the ongoing InVest program with funding in the amount of $69,798.02.

b. Approve the establishment of Blanket Purchase Orders to vendors for products and services for day to day operations of Indian Hills Golf Course in the total amount of $334,572.00.

c. Approval of travel expenses in the amount of $294.66 for Commissioner Alexander to attend the Florida League of Cities' Legislative Policy Committee meeting to be held on October 28, 2016 in Lake Buena Vista, Florida.

d. Approval of entering into an Interlocal Agreement (Cooperation on State Lobbying) between the City of Fort Pierce and St. Lucie County in an amount not to exceed $10,000.

e. Approve the establishment of Blanket Purchase Orders for the Sunrise Theatre in the total amount of $415,400.00.

f. Waive interest, penalties, and administrative fees in the amount of $1,607.66 for Demolition Lien against 1807 Orange Avenue, Property ID #2409-701-0021-000-6, owned by Leo & Sheila Cueto, 3167 SW Bessey Creek Trail, Palm City, FL 34990 contingent upon payment of $1,531.67 within 12 months.

g. Waive interest, penalties, and administrative fees in the amount of $365.50 for Lot Clearing Lien against 1807 Orange Avenue, Property ID #2409-701-0021-000-6, owned by Leo & Sheila Cueto, 3167 SW Bessey Creek Trail, Palm City, FL 34990 contingent upon payment of $91.80 within 12 months.

h. Approval to purchase Christmas Tree and ornaments form Clark Sales Display, Inc. in the amount of $9,350.00 for the Avenue A/Indian River Dr. round-a-bout and to award a contract to Let There Be Lights, Inc. to provide Holiday Lights at Marina Square in the amount of $27,000.00

i. Approve Community Mural Project Property Owners Agreement for 464 North 9th Street - east side of building will be site of mural installation.

11. **PUBLIC HEARINGS**

a. Ordinance 16-021 Amending the Vehicles for Hire Ordinance. SECOND READING

b. Ordinance 16-023 rezoning properties generally located at 1801 Nebraska Avenue to Planned Development (PD-Mayfair) and approving a Development Plan associated with this district. FIRST READING

c. Ordinance 16-024 - Abandonment of Alleyway being the remaining portion between Atlantic Avenue and Orange Avenue - Totten Subdivision. FIRST READING

12. **MISCELLANEOUS REPORTS & REQUESTS**

13. **CITY COMMISSION**

a. Resolution 16-R48 Supporting the St. Lucie County Advanced Transportation Management System

b. Discussion at the request of Commissioner Alexander regarding a request by Rock Church seeking use of the City Parking Garage to resolve the parking deficiency at their property located at 617 Orange Avenue to be used as a church.

c. Discussion at the request of Commissioner Alexander regarding Jacquin & Sons complaint regarding building permit fee charged to Rocla Concrete Tie, Inc.

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: 10/17/2016

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the October 3, 2016 regular meeting.

Attachments

10.03.2016

Form Review

Form Started By: Caleta Scott Started On: 10/10/2016 05:17 PM

Final Approval Date: 10/10/2016

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, OCTOBER 3, 2016.

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

2. OPENING PRAYER - Bishop Joseph Kidwell, Greater Grace and Deliverance Ministries, offered the opening prayer.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney James Messer

5. APPROVAL OF MINUTES

a. Approval of Minutes from the September 19, 2016 regular meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve the minutes from the September 19, 2016 regular meeting.

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

Passed

6. **PROCLAMATIONS**

a. Mayor Hudson issued a proclamation recognizing October 2016 as National Domestic Violence Prevention Month.

b. Mayor Hudson issued a proclamation recognizing October 17, 2016 as Lights on After School Day.

c. Mayor Hudson issued a proclamation recognizing Oct 3 - 7, 2016 as Public Power Week.

7. **LETTERS TO COMMISSION** - A copy of the following letter will be on file with the City Clerk's office.

a. Email from Kim Kenney praising Elizabeth Beck and Kim for going above and beyond to assist her in expediting the closing out of two permits.

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

Rebecca Isaac - Item 13c

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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 as is.

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

Passed

10. CONSENT AGENDA

a. Approve entering into a contract with Florida Department of Corrections Labor Crew in an amount not to exceed $65,000 to provide additional labor to assist the Parks and Grounds Division in maintaining City rights of ways, properties and parks.

b. Request approval of FDEP Agreement No. S0696 Amendment No. 2 which extends the agreement time and reallocates funding to different tasks.

c. Approval of an amendment to the City's annual Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT) pending approval of the City Attorney.

d. Approve award of Professional Service Agreement for RFQ No. 2016- 014 to Tetra Tech, Inc. pending City Attorney review and approval in an amount not to exceed $576,939.00.

e. Request approval of Beemats proposal in the amount of $10,752 for the installation of three floating vegetated mats within Moore's Creek.

f. Approve final documents authorized for execution at the September 6, 2016 meeting in the City of Fort Pierce vs. Petroleum Marine Consultants, LLC litigation.

g. Approval of blanket purchase orders for the Police Department for FY2017 in an amount not to exceed $365,081.00.

h. Approval to create a blanket purchase order in an amount not to exceed $16,319.75 to secure bulletproof vest for its officers through the Department of Justice Bulletproof Vest Partnership (BVP) program.

i. Approve Grant Award for Ms. OK K Dong, for her business, Seoul Garden, in the amount of $3,000 as an eligible recipient under the 2015-2016 CDBG Action Plan - Grant Award for Small Business.

j. Approval of travel expenses in the amount of $294.66 for Mayor Hudson to attend the Florida League of Cities' Legislative Policy Committee meeting to be held on October 28, 2016 in Kissimmee, Florida.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve all items on the consent agenda.

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

Passed

11. PUBLIC HEARINGS

a. Review and approval of an application for a Waiver of Distance submitted by Applicant; Wood Fyah Bar & Grill to acquire 2 COP License for Sale of Beer and Wine for Consumption on Premises and Package Sales of Sealed Containers on a parcel located at 2164 North US Highway 1, Fort Pierce, FL. The property is zoned C-3, General Commercial (Parcel ID 1433-440-0009-010-1).

Maria Lewicka, Historic Preservation Officer, gave a brief presentation and was available for questions.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve item **11a** with staff conditions.

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

Passed

b. Ordinance 16-021 Amending the Vehicles for Hire Ordinance. FIRST READING

Caleta Scott, Deputy City Clerk, read the Ordinance, by title only, into the record.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 9, LICENSES AND BUSINESS REGULATIONS, ARTICLE II BUSINESS TAX, SEC. 9-30 FEES, (219) TAXICABS and AUTOMOBILE FOR HIRE; AMENDING ARTICLE VIII – VEHICLES FOR HIRE, DIVISION 1 – GENERALLY, SEC. 9-221 DEFINITIONS; DELETING AND RESERVING SEC. 9-222 TO 9-245; AMENDING

DIVISION 2 – CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY; AMENDING SEC. 9-256 - REQUIRED; AMENDING SEC. 9-257 – APPLICATION; AMENDING 9-258 – PUBLIC HEARING; DELETING SEC. 9-259 – ISSUANCE; CONTENTS; AMENDING SEC. 9-260 TERRITORY SERVED BY EXISTING CERTIFICATE HOLDER; AMENDING SEC. 9-261 – DISPLAY; AMENDING 9-262 - LIABILITY INSURANCE; AMENDING SEC. 9-263 – TRANSFER; AMENDING 9-264 – SUSPENSION; REVOCATION; ADDING SEC. 9-265 – TRANSFER/ASSIGNABILITY; ADDING SEC. 9-266 – APPEALS; RESERVING SEC. 9-275-9-282; DELETING DIVISION 3 – DRIVER'S PERMIT, SEC. 9-276 – 9-28; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Linda Cox, City Clerk, gave a brief presentation and was available for questions.

Commission discussion included finding alternative inspection methods, requirements for other services such as Uber/Lyft, background checks and how business friendly the process for licensing and registrations.

Mayor Hudson opened the public hearing.

Danielle Robinson inquired about the necessity of background checks.
Andrew Waters and Lydia White spoke about procedures for licensing.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Edward Becht to approve item **11b**.

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

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

a. Summer of Success Presentation and Report - Jodi Hessing, Youth Programs Coordinator, Career Source Research Coast.

Jodi Hessing gave a summary of the 2016 Summer of Success program. The eight week program provided 120 youth, ages 16-21, work readiness training program and paid internships. There were 17 employers representing five different industries that participated in the work experience portion of the program. Jodi thanked the City of Fort Pierce for participating and used 23 interns.

Commission discussion included how this program may help introduce them to a career path and ensuring City of Fort Pierce involvement in the future.

b. Weatherization Education Outreach Program (WEOP) Update - Eric Winterstein, FPUA and Libby Woodruff, Urban Redevelopment

Eric Winterstein provided a summary of the program which is a collaborative effort between FPUA and the City of Fort Pierce. The income qualifications are the same as the SHIP program. Once qualified, a survey of the house is done and it is reviewed with the homeowner. The average weatherization saves one electric bill per year. The largest component of the program is the education, using conservation to save money.

Commission discussion included costs associated with the program versus savings and appreciation for the City and Utilities Authority working together.

13. CITY COMMISSION

a. Resolution 16-R45 Appointing a member to the FPUA Board following a voice vote of Mayor and Commissioners.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF A MEMBER OF THE FORT PIERCE UTILITIES AUTHORITY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

The ballots were distributed and the Mayor and Commission were asked to cast their votes.

At that time, Commissioner Alexander left the meeting and did not cast a vote.

Linda Cox, City Clerk, read the votes from each commissioner; Commissioner Becht - Darryl Bey, Commissioner Perona - Darryl Bey, Commissioner Sessions - Charlie Frank Matthews, Mayor Hudson - Darryl Bey.

Commissioner Sessions stated that there are inequities that need to be addressed and the citizens of District 1 needs to be represented on the FPUA board.

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

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

b. Resolution No. 16-R47 Providing for Publication of Precinct Polling Places for the General Election to be held November 8, 2016.

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

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 GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016; PROVIDING FOR AN EFFECTIVE DATE.

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

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

c. Discussion at the request of Commissioner Sessions regarding camera usage for the Police Department and implementation of policy.

Commissioner Alexander returned to the meeting.

Commissioner Sessions brought into question if police body cameras or dash cameras were used on the night Demarcus Semer was shot. It is the role of the Commission to set policy

Chief Diane Hobley-Burney, Chief of Police, stated that there is an administrative investigation going on right now. All of the documentation from the Sheriff's Office and State Attorney are being reviewed. Body cameras are being researched at the moment and the preliminary findings show that the cost may be anywhere from $1M to $2.5M.

Commission discussion included more training, psychological testing and suggesting that there a formal discussion be presented. Nicholas Mimms, City Manager, stated that after the review, he will be happy to present the findings and gave a tentative date of November 21, 2016. Mayor Hudson stated that she is happy to provide the book, "President's Task Force on Policing" initiative that is very helpful and thorough.

14. COMMENTS FROM THE PUBLIC -

Chris Williams
Charlie Frank Matthews
Joyce Jackson
Betty Bradwell
Bishop Joseph Kidwell
Pinky Henley
Rebecca Isaac
Lashonda Henderson
Marjorie Harrell
Vanecia Richard
Al Boettjer
Charles Gannon
Rick Reed
Danielle Robinson
Mike Jacquin
Rusty Crowley

Darryl Bey

15. COMMENTS FROM THE CITY MANAGER

a. City Manager's Report

Nicholas Mimms, City Manager, stated that we hosted Secretary of State Hillary Clinton at the Sunrise Theatre and we were able to successfully park all of the attendees. The event was great publicity for the City of Fort Pierce. We will begin emergency management preparation for Hurricane Matthew. The upcoming Conference Agenda is on Monday, October 10, 2016. The City of Fort Pierce has been very transparent in reference to the Demarcus Semer shooting, distributing all information to the Commission and the public and will continue throughout the administrative review.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander inquired about the hurricane shelter preparedness. Mr. Mimms stated that there are shelters but it is based on the St. Lucie County operations center. The information will soon be distributed to the public. Commissioner Alexander also stated that he was embarrassed for walking out on the vote and stated that it was not a personal attack on Mr. Bey. He asked the City Attorney to look into how we changed the actions for board appointments.

Commissioner Perona stated that he supports the Police Department fully and understands that since the world is changing every day, we should to procure a budget that will promote training and ensure that our citizens are safe. His priority is the police department and the safety of our citizens.

Commissioner Sessions spoke about the hurricane preparedness of the City. He extended gratitude to the Sunrise Theatre staff for the tremendous job handling the Hillary Clinton visit. It put Fort Pierce on the map with a positive story.

Commissioner Becht believes that cultural awareness, sensitivity and deescalation training is essential and self-serving. He spoke of a Rosh Hashanah principle in which we should ask for forgiveness and forgive those who have wronged us.

Mayor Hudson spoke about the Dancing with our PALS event which raised more than $100,000 and Mike Reals, Public Works Director, won the event. Granny's Kitchen and Detective Jesse Streeter of the Police Department received awards from the St. Lucie County Chamber. At the most recent legislative policy meeting, changes in the state cause changes in regulation of CRA's, impact fees and annexations. She thanked audience members for speaking their mind and the commission will always try to do the right thing.

17. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 9:29 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 10/17/2016

Re: IRSC

SUBJECT:

IRSC Aspen Award Proclamation being received by Dr. Edwin Massey, President, Indian River State College.

Attachments

IRSC Apsen Award

Form Review

Form Started By: Linda Cox Started On: 09/22/2016 03:28 PM

Final Approval Date: 09/22/2016

WHEREAS, Indian River State College has been nationally recognized for excellence as a Top Ten Finalist for the prestigious Aspen Prize for Community College Excellence; and

WHEREAS, IRSC has earned this distinction in consecutive Aspen Prize cycles, first earning the Top-Ten designation in 2015; and

WHEREAS, there are approximately 1,000 public institutions eligible for the award nationally and approximately one percent reach this point in the competition; and

WHEREAS, IRSC was commended for college-wide commitment to student success, delivering programs aligned with community needs, as a model for colleges across the country; and

WHEREAS, IRSC sees an astonishing 94% of its graduates go on to find employment or continue their pursuit of higher education; and

WHEREAS, IRSC is highly valued as a resource for workforce and economic development, with IRSC graduates typically earning more than twice the average entry wage in the four-county service area.

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

Indian River State College

and urge all citizens and businesses to join the City of Fort Pierce in commending IRSC for its leadership in higher education and provision of accessible, affordable educational opportunities for our citizens, resulting in their career advancement, higher income and a better quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this17th day of October, 2016.

MAYOR COMMISSIONER

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

Meeting Date: 10/17/2016

Re:

SUBJECT:

Proclamation declaring November, 2016 as World Prematurity Awareness Month being received by Allison Chandler, March of Dimes.

Attachments

March of DImes

Form Review

Form Started By: Linda Cox Started On: 09/28/2016 12:26 PM

Final Approval Date: 09/28/2016

WHEREAS, the March of Dimes Foundation is a pioneer in improving the health of infants and women of childbearing age by preventing birth defects, premature birth and infant mortality, and

WHEREAS, the March of Dimes was founded by President Franklin D. Roosevelt in 1938 to fight polio, and funded the development of two vaccines – still in use today – that virtually eliminated the crippling disease, and

WHEREAS, the March of Dimes in 1958, having achieved its initial mission, shifted its attention from polio to the prevention of birth defects, and through federal and state advocacy led the way in establishing a nationwide network of birth defects monitoring programs and research centers, and

WHEREAS, the March of Dimes was a pioneer in the support of newborn screening, urging Congress to pass and fund the Newborn Screening Saves Lives Act, which in 2008 established national guidelines on the conditions states should include in newborn programs, and through state advocacy ensured that every state screens all newborns for that core set of conditions, and

WHEREAS, the March of Dimes is a long-time advocate for access to health care for women of childbearing age, infants, children, and families, ensuring they have access to private and public health care coverage, and

WHEREAS, the March of Dimes in 2003 launched the Prematurity Campaign to address the crisis of premature birth and help families have full-term, healthy babies, and authored the Premature Research Expansion and Education Act for Mothers (PREEMIE) Act, which Congress enacted in 2006 and reauthorized in 2013 to expand research, education, and services to fight premature births, and

WHEREAS, the March of Dimes has set a national goal of reducing preterm birth to 5.5 percent in every state by 2030, which will result in a healthier start in life for tens of thousands of infants. Ten percent of all babies are born premature in the state of Florida and the March of Dimes has worked extensively to promote health services policies that help to reduce premature birth and promote health equity, and

WHEREAS, the March of Dimes in Florida looks forward to partnering with the Mayor and Commissioners in response to the continued crisis of premature birth, and

WHEREAS, the March of Dimes and its volunteers continue to advocate for national and state health policies and programs that affect women of childbearing age, infants, children, and families, and

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim November, 2016 as:

"World Prematurity Awareness Month"

And urge all residents to bring about recognition of this global health crisis.

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 17th day October, 2016.

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MAYOR/COMMISSIONER

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

Meeting Date: 10/17/2016

Re:

SUBJECT:

Proclamation recognizing Florida City Government Week being received by Shyanne Helms, Communications Manager.

Attachments

City Government Week

Form Review

Form Started By: Linda Cox Started On: 09/29/2016 02:47 PM

Final Approval Date: 09/29/2016

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of October 17-21, 2016, as:

Florida City Government Week

in the City of Fort Pierce in order to encourage all citizens, city government officials and employees who do everything possible to ensure that this week is recognized and celebrated accordingly.

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 17th day of October, 2016.

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MAYOR COMMISSIONER

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

Meeting Date: 10/17/2016

Re:

SUBJECT:

Pilot International Founders Day Proclamation being received by Pilot Club of Fort Pierce members.

Attachments

Pilot International

Form Review

Form Started By: Linda Cox Started On: 10/12/2016 04:13 PM

Final Approval Date: 10/12/2016

WHEREAS, in 1921, a group of civic-minded business leaders established an international service organization in Macon, Georgia combining their diverse talents in "friendship and service" to improve the quality of life in communities throughout the world; and

WHEREAS, Pilot International is comprised of almost 350 clubs and over 7200 members worldwide; and

WHEREAS, the Mission of Pilot International is to influence positive change in communities throughout the word. To do this, we come together in friendship and give people an outlet for service. We focus on preparing youth and young adults for service; encouraging brain safety and health and supporting those who care for others; and

WHEREAS, Pilot International furthers the organization's humanitarian efforts through scholarships and grants to support research, education, and community care-giving programs such as Project Lifesaver; and

WHEREAS, Pilot International fosters volunteerism in more than 7400 young people worldwide through their sponsorship of Anchor Clubs; and

WHEREAS, Pilot Clubs throughout the world are dedicated to meeting the needs of their communities through volunteerism.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim that October 18, 2016 be observed as:

Pilot International Founders Day

and urge all citizens and businesses to become involved in efforts to do more, care more and be more in our community.

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 17th day of October, 2016.

MAYOR COMMISSIONER

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

Meeting Date: 10/17/2016

Re: Thank You Letter from Corinne and Jack Solomon

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Corinne and Jack Solomon expressing their gratitude for Officer Al Garcia coming to their aid.

Attachments

Letter Thanking Officer Al Garcia

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2016 12:11 PM

Form Started By: Jennifer Robinson Started On: 10/10/2016 04:10 PM

Final Approval Date: 10/11/2016

We are especially grateful he came to our aid that day!

May God Bless you all and Keep you safe Everyday!

Connie & Jack Solomon

PS. Al - Sorry this note is so late!

To Human Resources

We Would like to Thank Police Officer Al Garcia for the Wellness check he made to our home many months ago. Through his professionalism and his kindness he made a bad situation much better.

We are grateful he is on the beat to protect And serve.

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

Meeting Date: 10/17/2016

Re: Letter from Corrine and Jack Solomon

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Corinne and Jack Solomon thanking Officer Elizabeth Louis for her kindness and professionalism when she conducted a wellness check.

Attachments

Letter from Corrine and Jack Solomon

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2016 12:11 PM

Form Started By: Jennifer Robinson Started On: 10/10/2016 04:04 PM

Final Approval Date: 10/11/2016

To Human Resources,

We Would like to Thank Police Officer Elizabeth Louis for the Wellness Check she made on Friday 9/16/16. Through her act of kindness and her professionalism she exemplified what it means to protect and serve. My Husband Jack and I are very grateful for her service that day.

"May God Bless and Keep you all safe everyday!

With appreciation
and much gratitude.

Corene & Jack
Solomon

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

Meeting Date: 10/17/2016

Re: Email from Joyce Jackson

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Joyce Jackson commending Solid Waste employee, Roger Guadamuz, for his superior public service attitude and for going above and beyond when assisting her neighbor.

Attachments

Email from Joyce Jackson

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2016 12:10 PM

Form Started By: Jennifer Robinson Started On: 10/10/2016 04:29 PM

Final Approval Date: 10/11/2016

To: Jennifer D Robinson/cfp@cfp,
Cc: Linda Cox/cfp@cfp,
Bcc:
Subject: Fw: Letter of appreciation
From: Nicholas Mimms/cfp - Monday 10/10/2016 11:08 AM

History: This message has been replied to.

-----Forwarded by Nicholas Mimms/cfp on 10/10/2016 11:06AM -----
To: Nicholas Mimms <nmimms@city-ftpierce.com>, Linda Cox <lcox@city-ftpierce.com>
From: Linda Hudson <lindahudsonbailey@yahoo.com>
Date: 10/09/2016 11:28AM
Cc: Mike Reals <mreals@fppwd.com>, Linda Hudson <lhudson@city-ftpierce.com>
Subject: Letter of appreciation

A constituent, Joyce Jackson, asked me to share the following letter with you:

I want to pay tribute to Roger, who was driving a garbage truck by my house and who rolled my garbage cans from my utility room out to the curb. He then unloaded the garbage and rolled the cans back. I am a senior citizen and your garbage truck drivers are always helpful to me, but this was the day Hurricane Matthew was arriving and I had put away my garbage cans already. That did not stop Roger, who not only helped me, but I also saw him going above and beyond for a neighbor. I didn't ask him his last name, but I really want you to know that Roger showed his superior public service attitude that day, and with a genuine caring smile on his face.

Joyce Jackson
2810 Avenue I
Fort Pierce, FL 34950

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

Meeting Date: 10/17/2016

Re: Letter from Sheriff Bill Holt

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Robertson County Sheriff Bill Holt thanking Detective Streeter for his assistance and dedication during a recent homicide investigation.

Attachments

Letter Thanking Det. Streeter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2016 12:11 PM

Form Started By: Jennifer Robinson Started On: 10/10/2016 04:25 PM

Final Approval Date: 10/11/2016

ROBERTSON COUNTY
SHERIFF
BILL HOLT

507 South Brown Street
Springfield, TN 37172

MIKE VAN DYKE
CHIEF DEPUTY

Office: (615) 384-7971
robertsonsheriff.com

September 9, 2016

Fort Pierce Police Department
Attn: Detective J.J. Streeter
920 South U.S. Hwy. 1
Fort Pierce, FL 34950

Dear Detective Streeter:

I would like to take this opportunity to express my gratitude to you for your assistance during a homicide investigation recently. Our investigation led us to knowledge of the existence of a storage building in your jurisdiction that likely contained evidence relevant to our case.

You jumped right in to help by drafting the search warrant for the storage unit, mobilizing the evidence collection unit, and helping to execute the search warrant. Your willingness to help another agency shows that your commitment to serve extends beyond the borders of Fort Pierce, Florida.

Please accept the enclosed challenge coin as a token of our appreciation for your assistance and dedication. If my office can ever be of assistance, please let me know.

Sincerely,

Bill Holt

Sheriff Bill Holt

RECEIVED
SEP 26 2016
CHIEF'S OFFICE/FPPD

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

Meeting Date: 10/17/2016

Re: Email from Shirley Walker

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Shirley Walker commending Officers Wachendorfer, Mohammed and Graziano for their professionalism and courtesy when they responded to a situation at her rental unit.

Attachments

Letter thanking Wachendorfer, Mohammed & Graziano

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2016 12:12 PM

Form Started By: Jennifer Robinson Started On: 10/10/2016 04:19 PM

Final Approval Date: 10/11/2016

Rosetta Smith

From: Shirley walker <swalker2011@att.net>
Sent: Thursday, September 29, 2016 11:10 AM
To: Rosetta Smith
Subject: FPPD Officers

Chief Diane Hobley-Burney
Fort Pierce Police Department
920 S. US Highway 1
Fort Pierce, FL 34950

Chief Diane:

I recently had occasion to call 911 for help in resolving a problem at my rental unit at 1506 South 33rd. Street, Ft. Pierce, FL with a drunken tenant & numerous unauthorized people at the property.

Officers Wachendorfer,Mohammed & Graziano arrived very shortly & took command of the situation to my satisfaction. Officer Wachendorfer took much time in talking to the tenant & explaining a better solution for her problems.

Chief, the officers were most professional, courteous & listened to my side of the story. I commend them & I wanted you to know that they are appreciated.

In good faith,

Shirley Walker
705 Grandview Blvd.
Ft. Pierce, FL 34982

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

Meeting Date: 10/17/2016

Re: Letter from Assistant State Attorney

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Assistant State Attorney M. Ryan Williams expressing his gratitude for Sergeant Donald Christman's work as an expert in Police Use of Force on behalf of the Ninth Judicial Circuit.

Attachments

Sgt. Christman's Appreciation Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2016 12:11 PM

Form Started By: Jennifer Robinson Started On: 10/10/2016 04:13 PM

Final Approval Date: 10/11/2016

JEFFREY L. ASHTON
STATE ATTORNEY
NINTH JUDICIAL CIRCUIT
ORANGE AND OSCEOLA COUNTY, FLORIDA

LINDA DRANE BURDICK
CHIEF ASSISTANT STATE ATTORNEY

RICHARD I. WALLSH
CHIEF ASSISTANT/EXECUTIVE DIRECTOR

RECEIVED
SEP 29 2016
CHIEF'S OFFICE/FPPD

M. Ryan Williams
435 N. Orange Ave.
Orlando, FL 32801

September 23, 2016

Chief Hobley-Burney
Ft. Pierce Police Department
920 South U.S. 1
Ft. Pierce, FL 34950

Dear Chief Hobley-Burney,

I am writing today to inform you of my gratitude to Sergeant Donald Christman for his work on behalf of the Ninth Judicial Circuit as an expert in Police Use of Force. Sergeant Christman volunteered his years of experience and training to myself and the office I work for in a highly-publicized and contentious criminal case. Though he was never called as a witness in the trial, I thought it important to take a moment to recognize his efforts and contribution.

Our Chief Investigator contacted Mr. Christman after another expert from a local agency quickly and unexpectedly withdrew. With very little notice, Sergeant Christman made himself available for phone conferences and early consultations. He quickly—while maintaining his duties with your agency—reviewed more than 100 pages of discovery that included witness statements, police reports, use-of-force reviews, and several minutes of video in order to render a fair opinion in the case. Following that review, Sergeant Christman conveyed an unbiased review and opinion that led to us listing him as a witness. He was deposed by defense counsel and performed exceptionally well under cross-examination, demonstrating an exceptional knowledge of his field and the facts as they applied. His expertise and preparation allowed him to render a detailed, defensible opinion that examined each officer's actions step-by-step in an easy to understand manner.

Our prosecution team decided to hold Sergeant Christman as a rebuttal witness for presentation purposes, hoping to maximize the impact of his testimony with the jury hearing it after the defense expert. I believe the defense decided not to call their expert because they knew the

contrast Sergeant Christman's testimony would create. Thus, while we were not able to call him he performed a valuable service to our case and community, all without charging a fee.

Please know that I will remain forever grateful for his efforts, and I am sure you are grateful to have him in your employ. Thank you for sharing his knowledge with us.

Sincerely,

M. Ryan Williams
Assistant State Attorney
Homicide/Major Crimes
Ninth Judicial Circuit

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

Meeting Date: 10/17/2016

Re: Approval of Submission and Acceptance of the 2017 InVest Grant Continuation Award

Submitted For: Frank Amandro, Deputy Chief , Police Department

---

SUBJECT:

Approval to submit and accept a continuation grant from Florida Coalition Against Domestic Violence for the ongoing InVest program with funding in the amount of $69,798.02.

SUMMARY:

The Police Department requests approval to submit and accept a continuation grant from Florida Coalition Against Domestic Violence for the ongoing InVest program with funding in the amount of $69,798.02. The FCADV has supported this programming since 2013 and this represents the next year of funding.

The Police Department uses these funds to cover the personnel cost of its InVest Detective.

RECOMMENDATION:

This request be approved.

ALTERNATIVES:

Proceed as directed by the commission.

RESPONSIBLE STAFF:

Deputy Chief Frank Amandro, Support Services Bureau

COORDINATED WITH:

Anthony Maynard, Program and Grant Coordinator

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	00130025215251
Amount:	69,798.02

FISCAL IMPACT:

The invest award total includes a match of $23,266.01.

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/11/2016 02:53 PM

City Manager	Jennifer Robinson	10/11/2016 04:54 PM
City Manager	Nick Mimms	10/12/2016 04:50 PM

Form Started By: Anthony Maynard Started On: 08/18/2016 10:01 AM

Final Approval Date: 10/12/2016

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

Meeting Date: 10/17/2016

Re: Blanket Purchase Orders over $10,000.00 for FY 2017

Submitted For: Lucille Posa, Indian Hills Golf Course Manager, Indian Hills Golf Course

SUBJECT:

Approve the establishment of Blanket Purchase Orders to vendors for products and services for day to day operations of Indian Hills Golf Course in the total amount of $334,572.00.

SUMMARY:

To provide funds for day to day operations.

RECOMMENDATION:

Approve request.

ALTERNATIVES:

Issue individual purchase orders for each and every activity.

RESPONSIBLE STAFF:

Lucille R. Posa, Golf Course Manager
Thomas Bruce, Golf Course Superintendent

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: Various
Amount: $334,572.00

FISCAL IMPACT:

Projects and services are funded (FY 2017).

Attachments

BPO 2017

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	10/10/2016 10:20 AM
Finance Department	Johnna Morris	10/11/2016 02:53 PM
City Manager	Nick Mimms	10/11/2016 04:52 PM
Form Started By: Lucille Posa		Started On: 10/05/2016 07:37 AM

Final Approval Date: 10/11/2016

INDIAN HILLS GOLF COURSE
FY 2017
BLANKET P.O. LIST OVER $10,000.00

Acushnet Company – Titleist	Fairhaven, MA.	
Gloves and golf balls for resale in the Golf Shop.		**$ 20,000.00**
Coca Cola Beverages Florida	Atlanta, GA.	
Beverages for resale at the Golf Course		**$ 12,000.00**
Florida Superior Sand, Inc.	Lighthouse Point, FL.	
Sand for use on the Golf Course – best price.		**$ 20,000.00**
Hector Turf	Deerfield Beach, FL.	
Maintenance equipment parts and service – local vendor/best prices		**$ 10,000.00**
Helena Chemical Company	Ft. Pierce, FL.	
Fertilizer and chemicals needed for Golf Course – local vendor/best prices		**$140,000.00**
Legacy Turf Group	Jupiter, FL	
Liquid fertilizer and turf supplies. Single source vendor.		**$ 15,000.00**
Palmdale Oil Company	Ft. Pierce, FL.	
Gas and oil for Golf Course Equipment and Golf Cars – local vendor		**$ 32,000.00**
Showturf, Inc.	Riviera Beach, FL.	
Repair and parts for John Deere equipment – local vendor/best prices		**$ 10,000.00**
Sysco Corporation	Riviera Beach, FL.	
Food for resale at the Golf Course – local vendor/best prices		**$ 25,000.00**
Unifirst	Ft. Pierce, FL	
Contractual uniform service – local vendor/best prices		**$ 10,000.00**
Yamaha Golf Car Company	Newman, GA.	
Annual golf car lease		**$ 40,572.00**
		$ 334,572.00

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

Meeting Date: 10/17/2016

Re: Alexander travel

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of $294.66 for Commissioner Alexander to attend the Florida League of Cities' Legislative Policy Committee meeting to be held on October 28, 2016 in Lake Buena Vista, Florida.

SUMMARY:

Approval of travel expenses in the amount of $294.66 for Commissioner Alexander to attend the Florida League of Cities' Legislative Policy Committee meeting to be held on October 28, 2016 in Lake Buena Vista, Florida.

RECOMMENDATION:

Approve travel request.

ALTERNATIVES:

Deny travel request.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2016

Account: 001-1000-511-40-30

Amount: 294.66

OTHER INFORMATION:

Approval of travel expenses in the amount of $294.66 for Mayor Hudson to attend the Florida League of Cities' Legislative Policy Committee meeting to be held on October 28, 2016 in Kissimmee, Florida.

Attachments

Legislative Policy 10.28.2016

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	08/08/2016 08:58 AM

City Manager Nick Mimms 08/10/2016 04:45 PM
Form Started By: Caleta Scott Started On: 08/05/2016 10:51 AM
Final Approval Date: 10/12/2016

REGISTRATION INFORMATION
Florida League of Cities
PO Box 1757
Tallahassee, FL 32302
850-701-3624

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Embassy Suites Orlando Lake Buen
4955 Kyngs Heath Road
Kissimmee, FL 34746
407-597-4000

DATE: **10/12/16**

1. TRAVELER'S NAME: Rufus Alexander
2. DEPARTURE DATE: 10/27/2016
3. RETURN DATE: 10/28/2016
4. DESTINATION: Lake Buena Vista, FL
5. CODE CHARGE: **001-1000-511-40-30**
6. AMT BUDGETED: 7500

DEPARTMENT: City Commission
DEPARTURE TIME: 5:00pm
RETURN TIME: 3:00 PM
PURPOSE: 2016-17 Legislative Policy Committee

7. BALANCE AVAILABLE: 7500.00

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

$294.66

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # 82248519		139.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.54 **216**			116.64	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
BREAKFAST @ $8.00			0.00	
1 LUNCH @ $8.00			8.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
6.5% STATE TAX			1.82	
15% GRATUITIES			4.20	
TOTALS	0.00	139.00	155.66	

RECEIVED
TIME
OCT 14 2016
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

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

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

TRAVEL APPROVED BY: Lynda W. Cox
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/16 DLN

CONDITIONAL APPROVAL
AWAITING CITY COMMISSION APPROVAL
10/14/16

Legislative Policy Committees

Legislative Policy Committees

Each year, municipal officials from across the state volunteer to serve on the League's Legislative policy committees. Appointments are typically a one-year commitment and involve developing the League's Legislative Action Agenda which addresses priority issues that are most likely to affect daily municipal governance and local decision making during the upcoming legislative session. Policy committee members also help League staff understand the real world implications of proposed legislation and are asked to serve as advocates throughout the legislative process. In an effort to get a broad spectrum of ideas and to more fully understand the impact of League policy proposals on rural and urban cities of all sizes, it is ideal that each of Florida's cities be represented on one or more of the League's Legislative policy committees. More information about the policy development process can be found here.

The Florida Legislature convenes the 2017 Legislative Session in March. FLC Policy committees will commence in September. The proposed priorities adopted by each policy committee will then be submitted to the Legislative Committee and then ultimately the FLC membership for consideration and adoption at the FLC Legislative Conference. These priorities then become the League's Legislative Action Agenda. To review previous action agendas, click here.

The Florida League of Cities has announced committee appointments for the 2016-2017 Legislative Policy Committees (press release). Thank you to all who volunteered to serve. Due to potential sunshine issues, only one elected official per city is appointed to each committee. However, a city could have both an elected and non-elected city official serve on each of the five committees. Appointments were made based upon a city official's support and advocacy of the League's adopted Legislative Action Agenda, participation at meetings, Legislative Action Days and other legislative-related activities. Rosters for each committee are found on the individual committee pages.

Appointed policy committee members are expected to attend the following meetings. Hotel room block information will be provided via email. The League is unable to reimburse travel costs.

2016-2017 Legislative Policy Committee Meeting Dates

- September 30, 2016 - Policy Committee Meeting; Embassy Suites Orlando Lake Buena Vista
- October 28, 2016 - Policy Committee Meeting; Embassy Suites Orlando Lake Buena Vista
- December 8-9, 2016 - Policy Committee Meeting (FLC Legislative Conference); Embassy Suites Orlando Lake Buena Vista

Below is a listing of the five League policy committees. Click on each one to review the issues that fall within the purview of that committee, current committee members, staff contact details and links to issue briefs and advocacy resources. If you are interested in learning more about the policy committee process, please contact Mary Edenfied at (850) 222-9684 or by e-mail at medenfield@flcities.com.

FLC Legislative Policy Committees
Energy, Environment & Natural Resources (Rebecca O'Hara)
Finance, Taxation & Personnel (Amber Hughes)
Growth Management & Economic Affairs (David Cruz)
Transportation & Intergovernmental Relations (Megan Sirjane-Samples)
Urban Administration (Casey Cook)

The Legislative Committee

A key component to the final adoption of the League's Legislative Action Agenda is the Legislative Committee. Appointments to the Legislative Committee are made by the FLC president and usually includes each legislative policy committee chair and the chairs of the other standing committees; the president of each local and regional league; the presidents of several other municipal associations; chairs of the municipal trust boards; and several at-large members. These officials typically meet at the Legislative Conference to review the recommended priorities of the five Legislative Policy Committees. The role of the Legislative Committee is to provide a "big picture" perspective to ensure that issues are truly representative of statewide municipal interests, not duplicative or in conflict, and are timely and properly presented. The Legislative Committee may limit, reject, prioritize or rank recommendations. The policy priorities as adopted by the Legislative Committee are then recommended to the general membership for approval as the League's Legislative Action Agenda.

The Advocacy Committee - *2016-2017 Advocacy Committee Leadership Appointments & Roster*
The Advocacy Committee is a standing committee that is responsible for building support in the Legislature for the Action Agenda adopted by the Florida League of Cities. Members are responsible for making direct contact with state elected officials on behalf of the policy issues and provide strategic direction on the Leagues' lobbying initiatives. The Advocacy Committee is appointed by the League president.

The Resolutions Committee
The Resolutions Committee is appointed by the League president and meets during the League's Annual Conference in August. The composition of this committee is similar to the Legislative Committee. The League's by-laws provide that only state legislative issues are to be considered by the Legislative Policy Committees and federal and state constitutional and commemorative issues are to be considered by the Resolutions Committee.

Federal Issues - *2016-2017 FAST Leadership Appointments and Roster*
The Federal Action Strike Team (FAST) is a standing committee that addresses federal issues that affect municipalities. FAST members are appointed by the League president and each member works closely with the League and the National League of Cities to influence federal legislation affecting cities in Florida.



Your 27 Oct 2016 Confirmation #82248519
Embassy Suites by Hilton Confirmed
to:
cscott@city-ftpierce.com
08/02/2016 10:55 AM
Hide Details
From: "Embassy Suites by Hilton Confirmed" <embassysuitesbyhilton@res.hilton.com>
To: "cscott@city-ftpierce.com" <cscott@city-ftpierce.com>
Please respond to embassyhelp@hiltonres.com
Security:
Some images were prevented from loading. Show Images

Embassy
Suites

PLAN

Embassy Suites by Hilton Orlando Lake Buena Vista South
4955 Kyngs Heath Road, Kissimmee, FL 34746
T: 1 407-597-4000

Oct. 27, 2016 – Oct. 28, 2016
Confirmation Number: 82248519

UPDATE

Your Room Information:		*Your Rate Information:*		
1 KING BED NONSMOKING		FL LEAGUE OF CITIES		
Rooms:	1	**Rate per night :**	139.00	USD
Guests:	1 Adult	**Total for Stay per Room**		
Check In:	Oct 27 3:00 PM	**Rate:**	139.00	USD
Check Out:	Oct 28 12:00 PM	**Taxes:**	~~18.07 USD~~ TAX EXEMPT	
		Total:	139.00~~157.07~~	USD
		Total for Stay :	139.00~~157.07~~	**USD**

Effective October 1, 2016, self-parking will be a charge of $10.00 plus tax and valet parking will be $15.00 plus tax.

a Vista South

Google Maps

Fort Pierce General Government to 4955 Kyngs Heath Rd, Kissimmee, FL 34746

Drive 108 miles, 1 h 48 min

100 U.S. 1, Fort Pierce, FL 34950

Get on I-95 N from FL-68 W/Orange Ave

10 min (4.5 mi)

1. Head northwest on US-1 N toward Avenue A

259 ft

2. Turn left at the 1st cross street onto Avenue A

0.2 mi

3. Turn left onto N 7th St

72 ft

4. Turn right onto FL-68 W/Orange Ave

3.7 mi

5. Use the right lane to merge onto I-95 N via the ramp to Daytona Beach

0.5 mi

Follow I-95 N to FL-60 W/20th St in West Vero Corridor. Take exit 147 from I-95 N

12 min (15.3 mi)

6. Merge onto I-95 N

15.1 mi

7. Take exit 147 for FL-60 toward Vero Beach/Lake Wales

0.2 mi

Get on Florida's Turnpike in Osceola County

25 min (25.3 mi)

8. Turn left onto FL-60 W/20th St (signs for Lake Wales)
   Continue to follow FL-60 W

24.6 mi

9. Use the right lane to take the Florida's Turnpike ramp
   Toll road

0.2 mi

10. Keep left at the fork, follow signs for Orlando N and merge onto Florida's Turnpike
    Toll road

0.5 mi

Follow Florida's Turnpike to E Osceola Pkwy in Buena Ventura Lakes. Take exit 249 from Florida's Turnpike

45 min (55.4 mi)

11. Merge onto Florida's Turnpike
    Toll road

55.1 mi

12. Take exit 249 for Osceola Pkwy
    Toll road

0.3 mi

Continue on E Osceola Pkwy. Drive to Kyngs Heath Rd

16 min (7.3 mi)

13. Use any lane to turn left onto E Osceola Pkwy
    Partial toll road

6.2 mi

14. Take the exit toward US-192/Resort Area/FL-535
    Toll road

0.4 mi

15. Continue onto N Poinciana Blvd (signs for US-192 W/Marker)
    Toll road

0.1 mi

16. Turn left onto FL-535 S

0.5 mi

17. Turn right onto Kyngs Heath Rd
    Destination will be on the right

325 ft

4955 Kyngs Heath Road

Kissimmee, FL 34746

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

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

Meeting Date: 10/17/2016

Re: Interlocal Agreement (Cooperation on State Lobbying)

SUBJECT:

Approval of entering into an Interlocal Agreement (Cooperation on State Lobbying) between the City of Fort Pierce and St. Lucie County in an amount not to exceed $10,000.

SUMMARY:

The St. Lucie County Board of County Commissioners and the City of Fort Pierce desire to collaborate on the provision of lobbying services and representation in Tallahassee, FL, during the 2017 legislative session. This interlocal agreement outlines the path of cooperation for lobbying services, representation, efficient use of public resources, allocation of responsibilities, and the designation of one or more parties to administer or execute the agreement beginning January 1, 2017 and automatically terminating on June 30, 2017.

RECOMMENDATION:

Staff recommends approval of agreement contingent upon approval as to form and correctness by the City Attorney.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Nicole L. Fogarty, Legislative Affairs Manager, St. Lucie County

---

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2017
Account:	00160005134990
Amount:	$10,000

OTHER INFORMATION:

Funds are available in 001-6000-513-4990.

Attachments

Proposed Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	10/11/2016 04:47 PM

Finance Department	Johnna Morris	10/11/2016 04:48 PM
City Manager	Nick Mimms	10/12/2016 04:50 PM

Form Started By: Jennifer Robinson Started On: 10/11/2016 04:23 PM

Final Approval Date: 10/12/2016

INTERLOCAL AGREEMENT
(COOPERATION ON STATE LOBBYING)

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CITY OF FORT PIERCE, a Florida municipal corporation (the "City") and ST. LUCIE COUNTY, a political subdivision of the State of Florida (the "County").

WITNESSETH

WHEREAS, the County and the City desire to collaborate on providing lobbying services and representation in Tallahassee, FL during the 2017 Legislative Session; and

WHEREAS, the parties have agreed to enter into an agreement in which the County will be the lead agency; and

WHEREAS, an interlocal agreement may provide for the parties to cooperate in providing lobbying services and representation during the 2017 State Legislature Session, providing efficient use of public resources and allocating responsibilities among themselves and designating one or more parties to the agreement to administer or execute the agreement.

NOW, THEREFORE, in consideration of the premises and undertaking contained herein the parties hereto agree as follows:

1. GENERAL

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act.

2. COOPERATION – GENERAL

The Parties agree to cooperate in providing lobbying services for the 2017 Legislative Session.

3. COUNTY RESPONSIBILITIES

The County will have the following responsibilities:

- Assist the City in tracking of legislation which will have impact on the City and/or the County legislative priorities.
- Update the City on current events on a weekly basis during the Regular Legislative Session and at the end of every Committee meeting week.
- In the event of a critical matter, which impacts the City, the County will communicate directly to the City on a plan of action going forward.
- Attend legislative committee meetings as well as meetings with legislative staff and Legislators on behalf of the City when available.
- Assist the City in the schedule of meetings with legislative staff and Legislators and attend when available.
- Provide information to the City, when applicable, regarding ongoing legislation and budget issues.
- Advertise a Request for Proposals and enter into contract for state lobbying services to assist the County and City during the 2017 Legislative Session.

4. CITY RESPONSIBILITIES

The City will have the following responsibilities:

- Assist and provide information to the County on the interpretation of ongoing legislation as it pertains to the City's legislative priorities and determine if the legislation should be tracked.

- Communicate directly to the County on a plan of action going forward in the event of a critical legislative matter.
- Be available for weekly conference calls during the 2017 Legislative Session, starting March 7, 2017 and ending May 5, 2017.
- Continue to work with the City's state associations and will communicate to the County any necessary information needed to effectively advocate on their behalf.
- Assist the County in the schedule of meetings, which relate to the City's legislative priorities, with legislative staff and Legislators and attend when available.
- Provide to the County, when applicable, message points regarding ongoing legislation which will have an impact on the City's legislative priorities and instruct the County on the best possible solution to resolve the impact.
- Appoint a member to serve on the County selection committee for the contract for State Lobbying Services.
- Provide to the County $10,000.00 on or before January 1, 2017 which will be used by the County to execute a contract for State Lobbying Services in support of these additional duties.

5. CONFLICT

In the event of a potential conflict the County and the City shall provide each other with a brief summary of any issues that may conflict with the interests of the other party and both parties will attempt to resolve the conflict. In the event the conflict is not resolved, each

party reserves the right to pursue its own interests. The City will advocate for the City's interests on the issue; and the County and contract lobbyist of the County will advocate for the County's interests on the issue.

6. TERMINATION

The services provided shall begin on January 1, 2017 and automatically terminate on June 30, 2017.

7. WHOLE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

8. AMENDMENTS

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of Circuit Court of St. Lucie County, Florida.

9. NOTICES

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

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

With a Copy to:

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

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

With a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

10. FILING

This Agreement shall be effective upon filing with the Clerk of the Circuit Court of St. Lucie County, Florida, in accordance with Section 16301(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF FORT PIERCE, FLORIDA

ATTEST:

_____
Clerk

BY: _____
Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

ATTEST:

_____

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

BY:

_____

Chairman

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____

County Attorney

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

Meeting Date: 10/17/2016

Re: Blanket Purchase Order Approvals for the Sunrise Theatre

Submitted For: John Wilkes, Executive Director, Sunrise Theatre

SUBJECT:

Approve the establishment of Blanket Purchase Orders for the Sunrise Theatre in the total amount of $415,400.00.

SUMMARY:

Approve Blanket Purchase Orders over $10,000 for various vendors for services to Sunrise Theatre.

RECOMMENDATION:

Recommend approval of blanket purchase orders. These are established vendors with whom the Sunrise Theatre does business with on a regular basis.

ALTERNATIVES:

Find and use other vendors who may not meet all of the requirements of the scope of work to be performed.

RESPONSIBLE STAFF:

John D. Wilkes, Executive Director of the Sunrise Theatre

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: Various

Amount: 415,400.00

OTHER INFORMATION:

Projects and Services Funded for 2017.

Attachments

Blanket Purchase Orders

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	10/11/2016 02:15 PM
Purchasing	Tony Barnes	10/11/2016 02:23 PM

City Manager	Jennifer Robinson	10/11/2016 02:32 PM
Finance Department	Johnna Morris	10/11/2016 02:51 PM
City Manager	Nick Mimms	10/11/2016 04:52 PM

Form Started By: Anne Satterlee Started On: 10/11/2016 12:34 PM

Final Approval Date: 10/12/2016

SUNRISE THEATRE BLANKET PO'S FOR 2016/2017 FY OVER $10,000

ADVERTISING

AMOUNT	VENDOR	VENDOR #	Explaination	ACCOUNT
15,000.00	GROMADZKI, ROBERT	71227	Computer & Website Design & Support	406-4600-575-48-10
20,000.00	IHEART MEDIA/CLEAR CHANNEL BROADCASTIN(	30987	Radio Advertising for Sunrise Theatre	406-4600-575-48-10
13,500.00	INDIAN RIVE MAGAZINE/travel Guide	91372	Print Advertising for Sunrise Theatre	406-4600-575-48-10
150,000.00	TREASURE COAST NEWSPAPER	202533	Print Advertising for Sunrise Theatre	406-4600-575-48-10
15,000.00	TREASURE AND SPACE COAST RADIO	202697	Radio Advertising for Sunrise Theatre	406-4600-575-48-10
10,000.00	VERO BEACH 32963 MEDIA, LLC	222473	Print Advertising for Sunrise Theatre	406-4600-575-48-10

TECHNICAL / FACILITIES

20,000.00	GRIMES HEATING/THREE BROTHERS	71095	A/C Maintenance Contract & Repairs	406-4600-575-34-90
15,000.00	KING ENTERPRISES	111444	Backline Equipment Rental	406-4600-575-44-13
19,800.00	RICOH	182271	Copy Machine Rental	406-4600-575-44-10

CATERING / BAR /OTHER

18,000.00	CHOICE TICKETING	71229	Computer Ticket Program	406-4600-575-34-90
27,600.00	RAD PRODUCTIONS	182216	Bar Management & Resale Supplies	406-4600-575-34-90
75,000.00	ANNIE'S CAKES & CATERING	11488	Catering for Shows	406-4600-575-40-43
16,500.00	SOUTHERN GLAZER'S WINE & SPIRITS	193423	Packaged Goods for Bar	406-4600-575-49-32

415,400.00

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

Meeting Date: 10/17/2016

Re: Demolition Lien Reduction - 1807 Orange Avenue

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

SUBJECT:

Waive interest, penalties, and administrative fees in the amount of $1,607.66 for Demolition Lien against 1807 Orange Avenue, Property ID #2409-701-0021-000-6, owned by Leo & Sheila Cueto, 3167 SW Bessey Creek Trail, Palm City, FL 34990 contingent upon payment of $1,531.67 within 12 months.

SUMMARY:

The lien is in the name of the current owner, Sheila Cueto. The request for lien reduction is being submitted by Cynthia O'Connell, who is under contract to purchase this property. She has requested 12 months to pay the reduced lien amount.

RECOMMENDATION:

Staff recommends waiving the interest, penalties, and administrative fees in the amount of $1,607.66 leaving a balance due of $1,531.67 payable in 12 months.

ALTERNATIVES:

1. Deny request.
2. Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

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

Fiscal Impact

Amount: 1531.67

OTHER INFORMATION:

$1,531.67 to the general fund.

Attachments

Request for Reduction
Minutes
Breakdown
Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2016 12:12 PM

Form Started By: Collen Greer
Started On: 10/10/2016 09:47 AM
Final Approval Date: 10/11/2016

THE SUNRISE CITY
FORT PIERCE
Florida

CODE ENFORCEMENT OFFICE
100 N US Highway 1
Fort Pierce, FL 34950
Tel: 772.467.3149
www.cityoffortpierce.com

REQUEST FOR REDUCTION OR RESCINDMENT OF LOT CLEARING / DEMOLITION LIENS

Date:	9-29-16				
Property address:	1807 Orange AVE				
Owner(s) of record:	Sheila Cueto				
Mailing address:	3167 SW Bessey Creek Trail Palm City FL 34990				
Property tax ID #:	2409 701 0021 000 6				
Original purchase date:		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☑ Vacant Lot
Name of person requesting reduction:	Cynthia O'Connell	Relationship to owner(s)	None: New Buyer soon		
Telephone #:	772 924 2911	Mobile phone #:	772 332 8881		
E-mail:	Cindi@OcrealtyTeam.com	Preferred contact method:	Email		
What are owner(s) intentions for property:	New owner to clean up + improve				
Amount of Lien:	3139.33	Date Fine Initiated:			
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 3139.33
DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 1607.66
DOLLAR AMOUNT I AGREE TO PAY $ 1531.67

Cynthia J. O'Connell 9-30-16 Cynthia O'Connell

Signature of Owner or Representative Date Printed Name

THE SUNRISE CITY
FORT PIERCE
Florida

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100 N US Highway 1
Fort Pierce, FL 34950
Tel: 772.467.3149
www.cityoffortpierce.com

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1807 Orange Ave

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h). I understand the requirements to be met and that I waive my right to a hearing before the City Commission.

☑ I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(e) and that my request will be heard and determination made by the City Commission of the City of Fort Pierce.

Cynthia O'Connell 9-29-16 Cynthia O'Connell

Signature of Owner or Representative | Date | Printed Name

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before either the Special Magistrate or Code Enforcement Board that authorized the Order Assessing Fine and Imposing Lien.

Margaret M Arraiz 9/30/16 MARGARET M ARRAIZ

City Representative | Date | Printed Name

THE SUNRISE CITY
FORT PIERCE
Florida

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Fort Pierce, FL 34950
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REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete either the application for Waiver of Penalties (lot clearing / demolition) or Request for Reduction / Rescindment (code enforcement fines).
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary of the Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 1807 Orange Ave

Property Owner: Sheila Cueto / Cynthia O'Connell New owner soon

Mailing Address: 3167 SW Bessey Creek Trail, Palm City FL 34950

Telephone #: 772 924 2911 Cell Phone #: 772 332-8881

E-Mail Address: Cindi @ OCRealty Team. com

Is the property in compliance? Yes If no, please explain in the narrative of your request.

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

Our immediate plan for this property is to clean it up and then determine the best use. We are in need of clean, safe, affordable homes that add to the community. So many different groups of people need housing. Seniors, foster children aging out, veterans and so on.
Our goal for this property is to improve it.

Date: 9-28-16

Signed: Cynthia O'Connell

Print Name: Cynthia O'Connell

Cynthia O'Connell

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Cynthia O'Connell who acknowledged before me that the information contained herein is true and correct. He / She is ~~not~~ personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 30 day of September, 2016.

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

Margaret M. Arraiz
Notary Public, State of Florida

g. Waive interest and penalties for Lot Clearing & Demolition Liens in the amount of $22,485.99 against **412 Hernando Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $18,030.84 within 60 days.

h. Waive interest and penalties for Lot Clearing Lien in the amount of $2,834.99 against **1807 Orange Avenue**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $1,923.47 within 60 days.

i. Waive interest and penalties for Lot Clearing Lien in the amount of $437.16 against **133 North 10th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $344.26 within 60 days.

j. Waive interest and penalties for Lot Clearing Lien in the amount of $1,049.10 against **3202 Citrus Avenue**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $633.70 within 60 days.

k. Waive interest and penalties for Lot Clearing Lien in the amount of $1,013.19 against **1224 Avenue G**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $551.04 within 60 days.

l. Waive interest and penalties for Lot Clearing & Demolition Lien in the amount of $7,155.91 against **814 North 25th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $4,083.00 within 60 days.

m. Waive interest and penalties for Lot Clearing Lien in the amount of $1,402.82 against **421 North 16th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $818.06 within 60 days.

n. Waive interest and penalties for Lot Clearing Lien in the amount of $4,828.50 against **610 North 25th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $2,342,53 within 60 days.

o. Reduce Code Enforcement Lien in the amount of $700.00 against **1224 Avenue G**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), to $150.00, contingent upon payment within 60 days.

p. Reduce Code Enforcement Lien in the amount of $35,450.00 against **814 North 25th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), to $340.00, contingent upon payment within 60 days.

q. Reduce Code Enforcement Lien in the amount of $238,760.00 against **133 North 10th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), to $530.00, contingent upon payment within 60 days.

Commissioner Perona said he understands Ms. Cueto is here trying to clean up the Estate of Leo Cueto. These are issues they need to participate in. He understands there were some other

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

SUBJECT: **DEMOLITION LIEN REDUCTION**
Address: 1807 Orange Avenue, Fort Pierce, FL
Parcel ID#: 2409-701-0021-000-6
Owner: Leo & Sheila Cueto

DATE: October 17, 2016

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Demolition Lien	$1531.67	$1507.66	$100.00
TOTAL	$1531.67	$1507.66	$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS) $1607.66
CANNOT BE WAIVED (ALL DEMOLITION COSTS) $1531.67
$3139.33

Property Identification

Site Address: 1807 ORANGE AVE	Parcel ID: 2409-701-0021-000-6	Account #: 22170	Sec/Town/Range: 09/35S/40E
Map ID: 24/09S	Zoning: C3	Use Type: 1000	Jurisdiction: Fort Pierce

Ownership

Sheila Cueto

3167 SW Bessey Creek Trl
Palm City, FL 34990

Legal Description

ROY G HILLIARDS S/D BLK 2 LOT 3-LESS N 17 FT FOR ST- (OR 1788-567 ; 2085-163: 3585-231)

Current Values

Just/Market:	$15,000	Assessed:	$15,000
Exemptions:	$0	Taxable:	$15,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$15,000	$15,000	$0	$15,000
2015	$15,000	$15,000	$0	$15,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-29-2013	3585 / 0231	0311	PR	Cueto (EST),Leo	$0
10-26-2004	2085 / 0163	XX02	QC	3 Golden Holdings LLC ,	$100
09-02-2003	1788 / 0567	XX01	TD	One Source Financial Inc,	$6,700

Primary Building Information

Finished Area of this building: 0 SF
Gross Area of this building: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: 2014
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

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



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,650
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
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City Commission Regular Meeting **Agenda Item # 10. g.**

Meeting Date: 10/17/2016

Re: Lot Clearing Lien - 1807 Orange Avenue

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

SUBJECT:

Waive interest, penalties, and administrative fees in the amount of $365.50 for Lot Clearing Lien against 1807 Orange Avenue, Property ID #2409-701-0021-000-6, owned by Leo & Sheila Cueto, 3167 SW Bessey Creek Trail, Palm City, FL 34990 contingent upon payment of $91.80 within 12 months.

SUMMARY:

The lien is in the name of the current owner, Sheila Cueto. The request for lien reduction is being submitted by Cynthia O'Connell, who is under contract to purchase this property. She has requested 12 months to pay the reduced lien amount.

RECOMMENDATION:

Staff recommends waiving the interest, penalties, and administrative fees in the amount of $365.50 leaving a balance due of $91.80 payable in 12 months.

ALTERNATIVES:

1. Deny request.
2. Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N: 2016

Amount: 91.80

OTHER INFORMATION:

$91.80 to the general fund.

Attachments

Request
Minutes
Breakdown
Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2016 12:11 PM

Form Started By: Collen Greer Started On: 10/04/2016 08:50 AM

Final Approval Date: 10/11/2016

THE SUNRISE CITY
FORT PIERCE
Florida

CODE ENFORCEMENT OFFICE
100 N US Highway 1
Fort Pierce, FL 34950
Tel: 772.467.3149
www.cityoffortpierce.com

REQUEST FOR REDUCTION OR RESCINDMENT OF LOT CLEARING / DEMOLITION LIENS

Date:	9-28-16				
Property address:	1807 Orange Ave, Ft Pierce				
Owner(s) of record:	Sheila Cueto				
Mailing address:	3167 SW Bessey Creek Trail, Palm City, FL 34990				
Property tax ID #:	2409 701 0021 000 6				
Original purchase date:		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☑ Vacant Lot
Name of person requesting reduction:	Cynthia O'Connell	Relationship to owner(s)	None: New Buyer		
Telephone #:	772 924 2911	Mobile phone #:	772 332 8881		
E-mail:	Cindi@OCrealtyTeam.com	Preferred contact method:	Email.		
What are owner(s) intentions for property:	New owner to clean up and improve				
Amount of Lien:	457.30	Date Fine Initiated:			
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 457.30
DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 365.50
DOLLAR AMOUNT I AGREE TO PAY $ 91.80

Cynthia L. O'Connell — 9-28-16 — Cynthia O'Connell

Signature of Owner or Representative | Date | Printed Name

THE SUNRISE CITY
FORT PIERCE
Florida

CODE ENFORCEMENT OFFICE
100 N US Highway 1
Fort Pierce, FL 34950
Tel: 772.467.3149
www.cityoffortpierce.com

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1807 Orange Ave, Ft Pierce FL 34950

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h). I understand the requirements to be met and that I waive my right to a hearing before the City Commission.

☑ I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(e) and that my request will be heard and determination made by the City Commission of the City of Fort Pierce.

Cynthia L. O'Connell — 9-28-16 — Cynthia O'Connell

Signature of Owner or Representative | Date | Printed Name

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before either the Special Magistrate or Code Enforcement Board that authorized the Order Assessing Fine and Imposing Lien.

Margaret M Arrais — 9/30/16 — MARGARET M ARRAIZ

City Representative | Date | Printed Name

THE SUNRISE CITY
FORT PIERCE
Florida

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REQUEST FOR REDUCTION OF PENALTY

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8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 1807 Orange Ave

Property Owner: Sheila Cueto / Cynthia O'Connell (new owner soon)

Mailing Address: 3167 SW Bessey Creek Trail, Palm City FL 34990

Telephone #: 772 924 2911 Cell Phone #: 772 332 8881

E-Mail Address: Cindi@OCRealtyTeam.com

Is the property in compliance? Yes If no, please explain in the narrative of your request.

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FORT PIERCE
Florida

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

Our immediate plan for this property is to clean it up and then determine the best use. We are in need of clean, safe, affordable homes that add to the community. So many different groups of people need housing. Seniors, foster children aging out, veterans and so on.
Our goal for this property is to improve it.

Date: 9-28-16

Signed: Cynthia J. O'Connell
Print Name: Cynthia O'Connell

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Cynthia O'Connell who acknowledged before me that the information contained herein is true and correct. He / She is ~~not~~ personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 30 day of September, 2016.

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

Margaret M. Arraiz
Notary Public, State of Florida

g. Waive interest and penalties for Lot Clearing & Demolition Liens in the amount of $22,485.99 against **412 Hernando Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $18,030.84 within 60 days.

h. Waive interest and penalties for Lot Clearing Lien in the amount of $2,834.99 against **1807 Orange Avenue**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $1,923.47 within 60 days.

i. Waive interest and penalties for Lot Clearing Lien in the amount of $437.16 against **133 North 10th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $344.26 within 60 days.

j. Waive interest and penalties for Lot Clearing Lien in the amount of $1,049.10 against **3202 Citrus Avenue**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $633.70 within 60 days.

k. Waive interest and penalties for Lot Clearing Lien in the amount of $1,013.19 against **1224 Avenue G**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $551.04 within 60 days.

l. Waive interest and penalties for Lot Clearing & Demolition Lien in the amount of $7,155.91 against **814 North 25th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $4,083.00 within 60 days.

m. Waive interest and penalties for Lot Clearing Lien in the amount of $1,402.82 against **421 North 16th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $818.06 within 60 days.

n. Waive interest and penalties for Lot Clearing Lien in the amount of $4,828.50 against **610 North 25th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), contingent upon payment of $2,342,53 within 60 days.

o. Reduce Code Enforcement Lien in the amount of $700.00 against **1224 Avenue G**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), to $150.00, contingent upon payment within 60 days.

p. Reduce Code Enforcement Lien in the amount of $35,450.00 against **814 North 25th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), to $340.00, contingent upon payment within 60 days.

q. Reduce Code Enforcement Lien in the amount of $238,760.00 against **133 North 10th Street**, owned by Estate of Leo Cueto (Sheila Cueto, Personal Representative), to $530.00, contingent upon payment within 60 days.

Commissioner Perona said he understands Ms. Cueto is here trying to clean up the Estate of Leo Cueto. These are issues they need to participate in. He understands there were some other

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

SUBJECT: **LOT CLEARING LIEN REDUCTION**
Address: 1807 Orange Avenue, Fort Pierce, FL
Parcel ID#: 2409-701-0021-000-6
Owner: Leo & Sheila Cueto

DATE: October 17, 2016

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien #1	$44.55	$165.50	$200.00
Lot Clearing Lien #2	$47.25		
TOTAL	$91.80	$165.50	$200.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)	$365.50
CANNOT BE WAIVED (ALL LOT CLEARING COSTS)	$ 91.80
	$457.30

Property Identification

Site Address: 1807 ORANGE AVE	Parcel ID: 2409-701-0021-000-6	Account #: 22170	Sec/Town/Range: 09/35S/40E
Map ID: 24/09S	Zoning: C3	Use Type: 1000	Jurisdiction: Fort Pierce

Ownership

Sheila Cueto

3167 SW Bessey Creek Trl
Palm City, FL 34990

Legal Description

ROY G HILLIARDS S/D BLK 2 LOT 3-LESS N 17 FT FOR ST- (OR 1788-567 ; 2085-163: 3585-231)

Current Values

Just/Market:	$15,000	Assessed:	$15,000
Exemptions:	$0	Taxable:	$15,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$15,000	$15,000	$0	$15,000
2015	$15,000	$15,000	$0	$15,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-29-2013	3585 / 0231	0311	PR	Cueto (EST),Leo	$0
10-26-2004	2085 / 0163	XX02	QC	3 Golden Holdings LLC ,	$100
09-02-2003	1788 / 0567	XX01	TD	One Source Financial Inc,	$6,700

Primary Building Information

Finished Area of this building: 0 SF
Gross Area of this building: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: 2014
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

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



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,650
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
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City Commission Regular Meeting **Agenda Item # 10. h.**

Meeting Date: 10/17/2016

Re: Christmas Tree & Marina Square Holiday Lights

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

SUBJECT:

Approval to purchase Christmas Tree and ornaments form Clark Sales Display, Inc. in the amount of $9,350.00 for the Avenue A/Indian River Dr. round-a-bout and to award a contract to Let There Be Lights, Inc. to provide Holiday Lights at Marina Square in the amount of $27,000.00

SUMMARY:

The Public Works Department is seeking approval to proceed with this installation of the Christmas Tree at the Avenue A/Indian River Dr. round-a-bout and the Holiday Lights at Marina Square

RECOMMENDATION:

The Public Works Department is recommending approval for Let There Be Lights, Inc. and Clark Sales Display, Inc. to provide Holiday Decorations for the residents of the City of Fort Pierce

ALTERNATIVES:

Do not fund

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Finance & Purchasing Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 00160005138392

Amount: 36,350.00

FISCAL IMPACT:

Funds are budgeted for the Holiday Decorations

Attachments

Holiday Lights

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	10/10/2016 10:24 AM
Finance Department	Johnna Morris	10/11/2016 02:52 PM
City Manager	Nick Mimms	10/12/2016 04:16 PM

Form Started By: Mike Reals Started On: 10/05/2016 09:52 AM

Final Approval Date: 10/12/2016

CLARK SALES DISPLAY
PO BOX 1007
TAVARES FL 32778

REQUEST FOR QUOTATION
INFORMAL BID NO. 2015-004

CITY OF FORT PIERCE
PURCHASING DEPARTMENT
P. O. Box 1480
FORT PIERCE, FL 34954-1480

REMARKS
For additional information
contact Mike Reals, Public Works Manager
at (772) 467-3000 extension 3811

"AN EQUAL OPPORTUNITY EMPLOYER"

RESPONSE SUBMITTED BY:

Clark Sales Display, Inc	352-343-5899
Company Name	Phone No.
PO BOX 1007	352-343-0194
Address	Fax No.
TAVARES, FL, 32778	LEE@CLARKSCHRISTMAS.COM
City, State, Zip	Email Address

ANNUAL HOLIDAY DECORATIONS

The City of Fort Pierce desires to obtain quotations from qualified individuals, firms and legal entities relative to the lease, installation, removal, and storage of Christmas tree and decorations. The Christmas tree will be installed on Avenue A and Indian River Drive round about, Fort Pierce, FL. The initial contract period will be for one year with two-one year renewal options contingent upon satisfactory and reliability of service. The Selected Bidder shall provide all labor, materials, supervision, tools equipment, and vehicles necessary for installation and removal of displays.

SET-UP, AND TAKE DOWN - Selected Bidder will install specified and approved holiday displays at locations as directed by City of Fort Pierce Public Works staff. Decorations shall be completely installed and fully lit and functional by the December 1st of each year. Selected Bidder shall completely remove the entire displays by **January 10th** of each year.

a. The Selected Bidder will pay liquidated damages in the amount of 3% of the total contract amount for each calendar day, in the current year, in November or December that the decorations are not fully installed and functional.

Durability of Displays - All decorations must be designed, constructed and installed to withstand adverse weather conditions such as wind and rain and in all ways professional in appearance and in fact.

a. Selected Bidder will test all decorations prior to installation: add-on decorations should be ready and available. The Selected Bidder shall have an inventory of extra decorations in case one is damaged or destroyed so that it can be replaced without delay, including bulbs.

b. The Selected Bidder will be given a seventy-two (72) hour notice to repair decorations not functioning or in unsafe condition, and failure to adequately connect the deficiency(s) may result in the Selected Bidder's paying liquidated damages in the amount of 0.5% of 1% of the annual contract amount for each calendar day, in the current year, in December subsequent to the notice period.

Safety Precautions - The Selected Bidder shall erect and maintain all necessary safeguards for the protection of the Selected Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public

CLARK SALES DISPLAY
PO BOX 1480
FORT PIERCE FL 34954

interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Selected Bidder.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Selected Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing as soon as possible.

INSURANCE REQUIREMENTS

See Attachment "A"

PLEASE SUBMIT QUOTATION IN INK OR TYPEWRITTEN			
The lease, installation, removal, and storage of holiday decorations	Annually	$	$
26' Panel Tree done in natural branch garland with base size 13' inch diameter	1	$ 6990.00	$
Led Lights, no less than 1325.	1325 or more	$	$
Miscellaneous outdoor metallic ornaments various colors, sized 4" to 9" each 4' x 4' panel with no less than 14-15 ornaments	600	$ 2360.00	$
	TOTAL	$ 9350.00	$

Additional Information:

Clark Sales Panel tree is a true 26' tall tee with a 5'star giving it an overall height of 31'. Frame work has an 8' tall inner steel screen welded at the bottom to prevent, any vandals going inside.

RETURN THIS QUOTATION NO LATER THAN **3:00PM, FRIDAY, OCTOBER 17, 2014**

TO: PROCUREMENT DEPARTMENT, P.O. BOX 1480, FORT PIERCE, FLORIDA 34954-1480 **(BY MAIL)** OR **HAND-DELIVER TO**: 100 NORTH U.S. #1, FORT PIERCE, FLORIDA 34950 OR **FAX TO**: (772) 467-3848. **UNDER NO CIRCUMSTANCES SHALL BIDS DELIVERED AFTER THE TIME SPECIFIED BE CONSIDERED; SUCH BIDS WILL BE RETURNED UNOPENED.**

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE LISTED ABOVE AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS LISTED.

OFFICIAL SIGNATURE: _____ Lee C Clark

Manual — Typed or Printed

DATE: 10/15/2014

CLARK SALES DISPLAY
FOUNTAIN
FAMILY SEATS

ATTACHMENT "A"

INSURANCE REQUIREMENTS

The CONTRACTOR shall, at its own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONTRACTOR shall not occupy the premises until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to and approved by the CITY.

As evidence of compliance with the insurance required herein, CONTRACTOR shall furnish CITY with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies). and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
(b) the original of the policy(ies); or
(c) other evidence satisfactory to CITY.

Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

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

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

The policy must be endorsed to waive the insurer's right to subrogation against CITY and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with CITY and its officials, officers and employees scheduled thereon.

General Liability Insurance
Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

CLARK SALES DISPLAY

The CITY and the CITY's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos of the CONTRACTOR. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance maintained by the CITY shall be excess of and shall not contribute with the insurance provided by the CONTRACTOR. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the CITY may permit the application of a deductible or permit the CONTRACTOR to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The CONTRACTOR shall pay on behalf of the CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers and employees.

All Insurance policies provided by the contractor shall be endorsed to provide the CITY with thirty (30) days' notice of cancellation.

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

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

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
   City of Fort Pierce
   Attn: Purchasing Department
   P.O. Box 1480
   Fort Pierce, FL 34954-1480

2. **Additional Insured for General Liability**
   City of Fort Pierce and their members, officials, officers and employees

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Contact: Gelencia Carter, (772) 467-3749	Bid No: 2015-003
Mandatory Pre-Bid Conference : N/A	Bid Title: HOLIDAY LIGHTING FOR MARINA SQUARE
Mandatory Pre-Bid Conference Location: N/A	Bid Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00PM, TUESDAY, OCTOBER 21, 2014	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Let There Be Lights, Inc. Mailing Address: 8254 Bama Lane, Unit 4 West Palm Beach, FL 33411	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X David M Lockey Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: David M Lockey
Type of Entity (Circle One): (Corporation) Partnership Proprietorship	Title: President
Incorporated in the State of: Florida Year: 2004	Delivery in _____days, ARO
Phone Number:(561) 753-3353	Payment Terms: Net 30 Days
Fax Number:(561) 790-1530	FEIN or SS Number: 200926706
E-Mail Address: dave@lettherebelightsinc.com	Local Business: __Y XN MWBE: __Y XN
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

BID RESPONSE FORM

Bid Item	HOLIDAY LIGHTING FOR MARINA SQUARE		
Bid Number	2015-003	Due Date & Time	3:00PM, Tuesday, October 21, 2014

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

Lump Sum Total $ 63,440.00 for year 1, $27,000 for year 2 & 3

The special incandescent lights that are normally used are out of stock. We are switching to LED which will be used the subsequent years which is why the cost for the second and third year is lower

PURCHASING CARD PROGRAM

(Please Check One)

- Do you accept the Purchasing Card (Visa)? ☐ **Yes** ☑ **No**
- Percentage of discount off bid price when payment is made with Visa: _____ %

Vendor Let There Be Lights, Inc.

Address 8254 Bama Lane, Unit 4

City, State, Zip Code West Palm Beach, FL 33411

Email Address dave@lettherebelightsinc.com

Typed Name, Title, David M Lockey

Signature David M Lockey **Date** 10/19/2014

Telephone # (561) 753-3353 **Fax #** (561) 790-1530

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

Remit To: _____

_____

Check block below for applicable minority indicator:

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

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

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Let There Be Lights, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
128 Black Olive Crescent

Requester's name and address (optional)

City, state, and ZIP code
Royal Palm Beach, FL 33411

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			-		-				

Employer identification number
2	0	-	0	9	2	6	7	0	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER	
ES12000509	

The SPECIALTY ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016
AS A LIMITED ENERGY SYSTEMS SPECIALIST

LOCKEY, DAVID M
LET THERE BE LIGHTS INC
128 BLACK OLIVE CRESCENT
ROYAL PALM BEACH FL 33411

ISSUED: 08/03/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408030004382

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
8254 BAMA LN Unit 4
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0027 LANDSCAPING	LOCKEY DAVID M		B14 1577155 - 09/26/14	$33.00	B10118339

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

B3 - 361

LET THERE BE LIGHTS INC
LET THERE BE LIGHTS INC
128 BLACK OLIVE CRES
ROYAL PALM BEACH, FL 33411-4946

LBTR Number: 200418614
EXPIRES: SEPTEMBER 30, 2015

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOHN KIME AGENCY 12832 US HWY #1 JUNO BEACH, FL 33408	CONTACT NAME: Shirley Smith PHONE (A/C, No, Ext): 561-627-1806 FAX (A/C, No): 561-627-9847 E-MAIL ADDRESS: johnkime@allstate.com
INSURED Let There Be Lights, Inc. 128 Black Olive Crescent Royal Palm Beach FL 33411	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Scottsdale Insurance Company INSURER B : Allstate Commercial Auto Insurance INSURER C : Nautilus Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			JWWFO-N	09/27/2014	09/27/2015	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	☐ OTHER:							$
B	AUTOMOBILE LIABILITY			648537090	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS			Physical Damage	comp	collision	PROPERTY DAMAGE (Per accident)	$
								$500 deductible
C	☐ UMBRELLA LIAB X OCCUR			AN008746	10/01/2014	10/01/2015	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Physical damage Cost for Hire				comp	collision	$100 comp deduct $500 collision deduct	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:
City of Fort Pierce

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
P.O. box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shirley Smith
JOHN KIME AGENCY 12832 US HWY #1 JUNO BEACH, FL 33408	PHONE (A/C, No, Ext): 561-627-1806 FAX (A/C, No): 561-627-9847 E-MAIL ADDRESS: johnkime@allstate.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	
INSURER B: Allstate Commercial Auto Insurance	
INSURER C: Nautilus Insurance Company	
INSURER D: Summit	
INSURER E:	
INSURER F:	

INSURED
Let There Be Lights, Inc.
128 Black Olive Crescent
Royal Palm Beach FL 33411

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			JWWFO-N	09/27/2014	09/27/2015	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	☐ OTHER:							$
B	AUTOMOBILE LIABILITY			648537090	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS			Physical Damage	comp	collision	PROPERTY DAMAGE (Per accident)	$
								$500 deductible
C	☐ UMBRELLA LIAB X OCCUR			AN008746	10/01/2014	10/01/2015	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			5368 00	10/01/2014	10/01/2015	☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [y] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
	Physical damage Cost for Hire				comp	collision	$100 comp deduct $500 collision deduct	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Let There Be Lights, Inc does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

10/19/2014

Date

CITY OF FORT PIERCE
Purchasing Department
100 North U.S.1, P.O. Box 1480
Fort Pierce, Florida, 34954-1480
(P) 772-467-3749 (F) 772-467-3848

REFERENCE CHECK FORM
(Please print or type)

Bid Number: 2015-003 **Title:** Design, Programming, Equipment & Installation of Holiday Lighting for Marina Square
Proposer/Respondent Name: Let There Be Lights, Inc. / David Lockey
Reference Company Name: City of Fort Pierce
Telephone #: (772) 461-4884 ext312 **Fax #:** (772) 461-8373
Contact Name: Anne Satterlee **Email:** annesat@aol.com

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

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

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

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?

_____

_____

_____

_____

CITY OF FORT PIERCE
Purchasing Department
100 North U.S.1, P.O. Box 1480
Fort Pierce, Florida, 34954-1480
(P) 772-467-3749 (F) 772-467-3848

REFERENCE CHECK FORM
(Please print or type)

Bid Number:2015-003 **Title: Design, Programming, Equipment & Installation of Holiday Lighting for Marina Square**
Proposer/Respondent Name: Let There Be Lights, Inc. / David Lockey
Reference Company Name: Davenport Professional Property Mangement, Inc.
Telephone #: (561) 642-5080 ext203 **Fax #:** (561) 642-5481
Contact Name: Laura Green **Email:** laura@davenportpro.net

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

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

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

Quality of Work: _____

_____

Dependability: _____

_____

Integrity of owner and employees: _____

_____

What areas could he/she improve upon? _____

_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?

_____

_____

_____

_____

CITY OF FORT PIERCE
Purchasing Department
100 North U.S.1, P.O. Box 1480
Fort Pierce, Florida, 34954-1480
(P) 772-467-3749 (F) 772-467-3848

REFERENCE CHECK FORM
(Please print or type)

Bid Number:2015-003 **Title: Design, Programming, Equipment & Installation of Holiday Lighting for Marina Square**
Proposer/Respondent Name: Let There Be Lights, Inc. / David Lockey
Reference Company Name: City of Fort Pierce Public Works
Telephone #: (772) 579-6884 **Fax #:** _____
Contact Name: Mike Reals **Email:** mreals@fppwd.com

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

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

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

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?

_____

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

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

PLEASE SIGN AND RETURN WITH BID 1 David M Fogg

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

Meeting Date: 10/17/2016

Re: Mural Project at 464 N 9th Property Owner's Agreement

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

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SUBJECT:

Approve Community Mural Project Property Owners Agreement for 464 North 9th Street - east side of building will be site of mural installation.

SUMMARY:

Seeking approval from City Commission to enter into this agreement with owners of property located at 464 North 9th Street prior to installing colorful mural to east side of building.

RECOMMENDATION:

Approve Community Mural Project Property Owner Agreement for 464 North 9th Street

ALTERNATIVES:

Do not approve Property Owner Agreement.

RESPONSIBLE STAFF:

Libby Woodruff, Urban Redevelopment Manager

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: N/A

Account: N/A

Amount: 0

FISCAL IMPACT:

There will be no fiscal impact from entering into this contractual agreement.

Attachments

Property Owner Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	10/04/2016 02:00 PM
Finance Department	Johnna Morris	10/11/2016 02:53 PM
City Manager	Nick Mimms	10/11/2016 04:52 PM
Form Started By: Libby Woodruff		Started On: 09/30/2016 12:16 PM
Final Approval Date: 10/11/2016		

City of Fort Pierce
Community Mural Project
Property Owner Agreement

This Agreement is made and entered into this___day of_____, 201__, by and between the City of Fort Pierce, Florida (hereinafter collectively referred to as "City") and Save Our Children (hereinafter referred to as "Property Owner"), owner of property/building located at 464 North 9th Street in the City of Fort Pierce, Florida.

WHEREAS, the City, through the Department of Urban Redevelopment, has developed the Community Mural Project, the purpose of which is to promote and commemorate Fort Pierce's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The project shall strive for diversity of style, scale, and media represented in a series of murals on buildings in the City of Fort Pierce; and

WHEREAS, the Property Owner recognizes that the purpose of the project, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the Property Owner and therefore desires to have a mural painted on the side of his or her building; and

WHEREAS, the nature of the Community Mural Project is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the mural covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Property Owner hereby agrees to allow the City to have a mural mounted or painted on the east wall of the building located at 464 North 9th Street.

The dimensions of the mural will be dependent upon the subject and project. The mural shall be allowed to remain on the wall for a period of five (5) years. This Agreement may be extended for successive five (5) year periods upon the written extension between the Property Owner and the City prior to the end of the initial five-year period. During the term, or any extension thereof, at such time as property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural is located, or the mural otherwise interferes with the Property Owners' use, occupancy, or control of the property, then at the Property Owner's sole discretion, the Property Owner has the right to cancel this Agreement upon six (6) months written notice to the City.

2. The City agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The murals will be applied directly to the wall on a pre-primed surface provided for the artist. The Property Owner agrees to provide the City with reasonable access to the site for such work so as not to interfere with the Property Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the City at its cost and the mural's condition shall not be allowed to deteriorate. The City agrees to keep Owner's property lien-free in connection with such work or project.

3. The Property Owner understands and agrees that the placement of the copyrighted artwork (mural) on the site in no way entitles the Property Owner to use, at its discretion, the artwork for advertising/profit making purposes, or any other publicity, except under conditions in which the artwork has been released by both the City and the artist.

4. The Owner agrees to indemnify and hold the City and its commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees harmless from all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Property Owner's representations and promises and performance of obligations under the Agreement.

5. The subject matter for the mural and the selection of the artist shall be the sole responsibility of the City of Fort Pierce's Community Mural Project Committee, with recommendations from the Property Owner.

6. The parties shall collaborate and input shall be received from the property owner; however, the final choice of the artist and the mural will be determined by the Community Mural Project Committee, under the direction of the City of Fort Pierce Department of Urban Redevelopment.

7. Any dispute hereunder between the parties shall be resolved by resort to non-binding mediation in accordance with the standards and procedures of the American Arbitration Association.

8. This Agreement shall be subject to and governed by the laws of the State of Florida.

9. Any notices required pursuant to this Agreement shall be served at the following addresses:

City of Fort Pierce
Community Mural Project
c/o Department of Urban Redevelopment
City of Fort Pierce, Florida
100 North U.S. Hwy. 1
Fort Pierce, FL 34950

Property Owner:
Save Our Children
464 North 9th Street
Fort Pierce, FL 34950

10. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto. In witness whereof, the City and the Owner have executed this Agreement on the date and year first hereinabove set forth.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

PROPERTY OWNER:

By: _____
Reverend Dr. Kenneth Mills, Sr.

Print: _____

Title: OWNER

Today's Date: _____

City Commission Regular Meeting **Agenda Item # 11. a.**

Meeting Date: 10/17/2016

Re: Vehicles for Hire

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Ordinance 16-021 Amending the Vehicles for Hire Ordinance. SECOND READING

SUMMARY:

The Mayor City Commission requested that staff evaluate the existing vehicles for hire ordinance. A small workgroup reviewed other area ordinances, particularly St. Lucie County, in an attempt to develop consistent rules for operation of vehicles for hire within St. Lucie County. The result is the attached ordinance for consideration which clarifies and standardizes the conditions for operation of vehicles for hire within city limits.

RECOMMENDATION:

Adopt Ordinance 16-021.

ALTERNATIVES:

Adopt with changes or leave existing ordinance in place.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Police Department
Code Enforcement

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

16-021
Followup

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/12/2016 05:15 PM

Form Started By: Linda Cox Started On: 09/15/2016 03:58 PM

Final Approval Date: 10/12/2016

ORDINANCE NO. 16-021

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING **CHAPTER 9, LICENSES AND BUSINESS REGULATIONS, ARTICLE II BUSINESS TAX, SEC. 9-30 FEES, (219) TAXICABS and AUTOMOBILE FOR HIRE**; AMENDING **ARTICLE VIII – VEHICLES FOR HIRE**, DIVISION 1 – GENERALLY, SEC. 9-221 DEFINITIONS; DELETING AND RESERVING SEC. 9-222 TO 9-245; AMENDING DIVISION 2 – CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY; AMENDING SEC. 9-256 - REQUIRED; AMENDING SEC. 9-257 – APPLICATION; AMENDING 9-258 – PUBLIC HEARING; DELETING SEC. 9-259 – ISSUANCE; CONTENTS; AMENDING SEC. 9-260 TERRITORY SERVED BY EXISTING CERTIFICATE HOLDER; AMENDING SEC. 9-261 – DISPLAY; AMENDING 9-262 - LIABILITY INSURANCE; AMENDING SEC. 9-263 – TRANSFER; AMENDING 9-264 – SUSPENSION; REVOCATION; ADDING SEC. 9-265 – TRANSFER/ASSIGNABILITY; ADDING SEC. 9-266 – APPEALS; RESERVING SEC. 9-275-9-282; DELETING DIVISION 3 – DRIVER'S PERMIT, SEC. 9-276 – 9-28; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a need to clarify language concerning the conditions under which vehicles for hire may be operated in the City; to standardize the requirements for the issuance of certificates and provide classifications of vehicles for hire which may operate in the City; and to provide for enhanced safety measures for operators of vehicles for hire.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Chapter 9, Article II, BUSINESS TAX, Sec. 9-30 Fees (219) TAXICABS and AUTOMOBILES FOR HIRE, of the Code of Ordinances of the City of Fort Pierce, Florida shall hereinafter read as follows:

(219) TAXICABS and ~~AUTOMOBILES~~ VEHICLES FOR HIRE:

a. ~~Cars carrying not exceeding ten (10) passengers~~ Vehicle designed to carry 15 or fewer passengers 63.67

b. ~~Cars carrying over ten (10) passengers~~ Vehicle designed to carry 16 or more passengers including the driver.....76.41

(For regulations relating to operators and drivers, see article VIII of this chapter)

SECTION 2. Chapter 9, Article VIII, "Vehicles for Hire", of the Code of Ordinances of the City of Fort Pierce, Florida shall hereinafter read as follows:

ARTICLE VIII. - VEHICLES FOR HIRE

DIVISION 1. - GENERALLY

Sec. 9-221. - Definitions.

The following words and phrases when used in this article shall have the meanings set out herein:

Applicant means an individual, partnership, association, or corporation who applies for a permit, pursuant to the terms of this article. In the case of partnerships, associations, and corporations, the term "applicant" also means each individual with a partnership interest, each associate and the corporate officers and director.

~~Callbox stand: A place alongside a street or elsewhere where the city manager has authorized a holder of a certificate of public convenience and necessity to install a telephone or callbox for the taking of calls and the dispatching of taxicabs.~~

Certificate ~~A certificate of public convenience and necessity issued by the city commission authorizing the holder thereof to conduct a taxicab business in the city.~~ means the written authority granted by the City Commission or City Clerk, to the holder thereof, to engage in providing public transportation services in the city.

Chauffeur means a duly licensed driver registered with the city to operate a motor vehicle.

Compensation means a return in money, property, or anything of value.

Motor carrier means an individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, or manages any motor vehicle, as defined herein, and which holds itself out as engaged in the business of providing passenger transportation services to the public for compensation.

Motor vehicle or vehicle means every vehicle or machine of 15-passenger capacity or less, excluding the driver, propelled by other than muscular motive power, used upon the public streets for public passenger transportation, including, but not limited to:

(1) *Taxicabs.* The term "taxicab" means a motor vehicle designated to accommodate not more than five passengers, exclusive of the driver, operated for compensation and the route or destination is controlled by the passenger therein.
(2) *Limousines*. The term "limousine" means any motor vehicle that is engaged for the exclusive use of the passenger, which provides seating accommodations for not less than six and not more than eight passengers, exclusive of the driver, and where the route or destination is controlled by the passenger.
(3) *Van.* The term "van" means any motor vehicle which provides seating accommodations for not less than nine and not more than 15 passengers, exclusive of the driver, operated for compensation, and the route or destination is controlled by the passenger therein.

Operator means the holder of a permit or certificate of transportation issued pursuant to this article.

Street means any public street, avenue, road, boulevard, alley, lane, highway, sidewalk, public park, viaduct, or other public place located within the city limits.

Sec. 9-222 to 9-255. Reserved.

~~Cruising: The driving of a taxicab on the streets, alleys or public places of the city in search of or soliciting prospective passengers for hire.~~

~~Driver's permit: The permission granted by the chief of police to a person to drive a taxicab upon the streets of the city.~~

~~Holder: A person to whom a certificate of public convenience and necessity has been issued.~~

~~Manifest: A daily record prepared by a taxicab driver of all trips made by such driver showing time and place of origin, destination, number of passengers and the amount of fare of each trip.~~

~~Open stand: A public place alongside the curb of a street or elsewhere, in the city which has been designated by the city manager as reserved exclusively for the use of taxicabs.~~

~~Person: An individual, a corporation or other legal entity, a partnership and any unincorporated association.~~

~~Rate card: A card issued by the owner for display in each taxicab which contains the rates of fare then in force.~~

~~Taxicab or taxi: A motor vehicle regularly engaged in the business of carrying passengers for hire, having a seating capacity of less than seven (7) persons and not operated on a fixed route.~~

~~Taximeter: A meter instrument or device attached to a taxicab which measures mechanically the distance driven and the waiting time upon which the fare is based.~~

~~Waiting time: The time when a taxicab is not in motion from the time of acceptance of a passenger or passengers to the time of discharge, but does not include any time that the taxicab is not in motion if due to any cause other than the request, act or fault of a passenger or passengers.~~

~~Sec. 9-222. - Bus franchises.~~

~~The provisions of this article shall not be applicable to the holders of any franchise from the city for the operation of buses in the city.~~

~~Sec. 9-223. - Enforcement.~~

~~The police department shall observe the conduct of holders and drivers and shall enforce this article according to law and report any violation of rules and regulations to the city commission that would revoke the certificate of public convenience of the holder.~~

~~Sec. 9-224. - Application for license; to set forth rates.~~

~~Each application for a license under this article shall set forth the rate of fare to be charged, which shall not thereafter be increased or decreased without approval of the city commission.~~

~~Sec. 9-225. - Conduct of operators.~~

~~No taxicab driver shall use indecent or profane language, or be guilty of loud or boisterous talking, shouting or disorderly conduct, or vex or annoy any passenger or any other person. No driver shall use intoxicants either immediately before or while on duty. No driver shall use narcotics at any time.~~

~~Sec. 9-226. - Designation of taxicabs and drivers; duties of owner.~~

- ~~(a) Every taxicab, motor bus or other motor vehicle operated under the provisions of this article shall have a sign attached to or printed on said vehicle, with either the words "Public" or "Taxicab," "Motor Bus" or "For Hire," thereon.~~
- ~~(b) The owner shall notify the police department of the names and addresses of all taxicab drivers in its employ. It shall be the owner's responsibility to inform prospective drivers that they must obtain a taxicab driver's permit from the city. The owner must not permit drivers without a taxicab driver's permit to operate taxicabs or other vehicles for hire in the city. Violation of this provision shall cause automatic revocation of the owner's franchise. All changes of residence of the owner or any driver shall be reported to the police department within three (3) days. Changes of location of the business shall be reported to the city manager immediately. The owner shall notify the police department of any taxicab or other vehicle for hire which is being permanently taken out of service.~~

~~Sec. 9-227. - Vehicles; equipment and maintenance.~~

- ~~(a) License. Prior to the use and operation of any vehicle under the provisions of this article, it shall be thoroughly examined and inspected by the police department and found to comply with such reasonable rules and regulations as may be prescribed and promulgated by the chief of police to provide safe transportation. They shall specify such safety equipment and regulatory devices as the chief of police shall deem necessary therefor. When the police department finds that a vehicle has met the standards established by the chief of police, the department shall issue a permit to that effect, which shall also state the authorized seating capacity of said vehicle.~~
- ~~(b) Inspection sticker. It shall be unlawful for any vehicle required under this article to be inspected, to be operated upon any streets of the city without first securing and having attached thereto an official inspection sticker issued by the police department.~~
- ~~(c) Equipment. All licensed taxicabs or other public vehicles, other than motor buses regulated under state law, shall be in sound operating condition. The brakes, tires, steering mechanism, windshield wipers, directional signals and all other equipment shall~~

be kept in such condition as to insure safe operation. Every taxi shall be equipped with front and rear bumpers. Taxis shall not be equipped with shades or curtains which can be manipulated in such a manner as to shield the occupants or the driver from observation. Radios and all other equipment which, in the opinion of the chief of police, are not reasonably useful in the furnishing of safe, adequate and convenient taxi service, are hereby prohibited. Each taxi shall be clean and sanitary throughout, and the owner shall see to it that the interior of the taxi is thoroughly cleaned at the end of each day's operation, or at intervals of no greater than twenty-four (24) hours.

(d) Inspection. Every taxi shall be inspected to determine its mechanical condition at least two (2) times a year, during the periods between April 1 and June 1, and between October 1 and December 1. This inspection shall take place at the city's garage or at a service garage designated by the chief of police. The owner shall pay to the city a fee of five dollars ($5.00) per taxi for each inspection. A report of such inspection shall be submitted to the city manager and the chief of police within ten (10) days after the inspection has been made. The police department may make, or cause to be made, special inspections of any licensed taxi whenever it feels the public safety would be served thereby. The police department shall have the right to inspect or check taxis at any time in enforcing the provisions of this article. Whenever the chief of police or his duly designated agent believes that a licensed taxi is unsafe or unclean or in any manner is in violation of this article, he shall stop its operation in the city until the condition has been rectified.

Sec. 9-228. - Taximeter.

All taxicabs operated under the authority of this article shall be equipped with taximeters fastened in front of the passengers, visible to them at all times, day and night; and, after sundown, the face of the taximeter shall be illuminated. Said taximeter shall be operated mechanically by a mechanism of standard design and construction, driven either from the transmission or from one of the front wheels by a flexible and permanently attached driving mechanism. It shall be sealed at all points and connections which, if manipulated, would affect its correct reading and recording. Each taximeter shall have thereon a flag to denote when the vehicle is employed and when it is not employed; and it shall be the duty of driver to throw the flag of such taximeter into a nonrecording position at the termination of each trip. Taximeters shall be subject to inspection from time to time by the police department. Any inspector or other office of said department is hereby authorized either on complaint of any person or without such complaint, to inspect any meter and, upon discovery of any inaccuracy therein, to notify the person operating said taxicab to cease operation. Thereupon said taxicab shall be kept off the highways until the taximeter is repaired and in the required working condition.

Sec. 9-229. - Taxicab rates—Generally.

(a) Every person owning, operating or controlling any motor vehicle operated as a taxicab within the limits of the city shall file with the city manager a schedule of the rates or fares to be charged for transportation of passengers in such taxicabs, which rates or fares shall be approved by the city commission, and all charges shall be strictly in accordance with such schedule. Such person may file an amended schedule of fares at any time, and such amended schedule shall show the date on which it is to become effective and shall be approved by the city commission.
(b) Each taxicab shall have posted in a conspicuous place therein a schedule of rates for the transportation of persons within the corporate limits of the city, and no charges shall be made except as provided by the rates so posted.

Sec. 9-230. - Same—Maximum amounts specified.
No owner or driver of a taxicab shall charge a greater sum for the use of a taxicab than the following rates:

(1) Hour rates: Six dollars ($6.00) per hour for one or more passengers.
(2) Mileage rates: Two dollars ($2.00) on the flag drop, and one dollar and fifty cents ($1.50) per mile, or fifteen (15) cents for each one-tenth (1/10) mile.
(3) Waiting time: Thirty five (35) cents for each minute of waiting time or fraction thereof.
(4) Packages carried by passengers: No charge.
(5) Suitcase or large bag: After the first two (2) suitcases or large bags, fifty (50) cents for each suitcase or bag thereafter.
(6) Foot lockers: Fifty (50) cents each.
(7) Trunks: One dollar ($1.00) each.
(8) Groceries handled by the driver: After the first two (2) bags or packages, fifty (50) cents each per bag or package regardless of number of bags or packages.

~~Every taxicab operated under this section shall have a rate card setting forth the authorized rates of fare displayed in such a place as to be in view of all passengers.~~

~~Sec. 9-231. - Same - Special rates.~~
~~The owners of taxicabs operated under the authority of this article may negotiate and contract for the transportation of children to and from schools or recreational centers and to transport adult laborers, maids and workers to and from any commercial plant, business or residence, at less than the price fixed for other passengers. Taxicabs while transporting or hauling persons under contract are exempt from the provisions of sections 9-228 and 9-230.~~

~~Sec. 9-232. - Identification permit card.~~
~~(a) All persons over the age of fourteen (14) years under contract for transportation by any taxicab operated under the authority of this article and amendments thereto, shall be issued a transportation identification permit card by the chief of police and the said passengers shall retain the said transportation identification permit card and exhibit it upon the request of any police officer.~~
~~(b) Application for a transportation identification permit card shall be made in writing to the chief of police upon a form to be provided by him and shall furnish the following information:~~
~~(1) Name and address of the applicant.~~
~~(2) Place of employment.~~
~~(3) Name of the taxicab owner or company.~~
~~(4) Length of time permit is requested.~~

~~The application shall be signed by the applicant and countersigned by the taxicab owner or company. Upon receipt of the application, if the chief of police is satisfied that the application is made in good faith, he shall issue the transportation identification permit card to the applicant. Duplicate or renewal cards may be issued by the chief of police upon written request of the applicant.~~

~~Sec. 9-233. - Taxicab service required.~~

~~All persons engaged in the taxicab business in the city operating under the provisions of this article shall render an overall service to the public desiring to use taxicabs. Holders of certificates of public convenience and necessity shall maintain a central place of business and keep the same open twenty-four (24) hours a day for the purpose of receiving calls and dispatching cabs. They shall answer all calls received by them for services inside the corporate limits of the city as soon as they can do so and if such services cannot be rendered within a reasonable time they shall then notify the prospective passengers how long it will be before such call can be answered and give the reason therefor. Any holder who shall refuse to accept a call anywhere in the corporate limits of the city at any time when such holder has available taxicabs, or who shall fail or refuse to give overall service, shall be deemed a violator of this article and the certificate granted to such holder shall be revoked at the discretion of the city commission.~~

~~Sec. 9-234. - Daily manifests.~~

~~(a) Every owner shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip, number of passengers and amount of fare. The forms for each manifest kept by the owner shall be of a character approved by the city manager.~~
~~(b) Every holder of a certificate of public convenience and necessity shall retain and preserve all drivers' manifests in a safe place for at least the calendar year next preceding the current calendar year, and such manifests shall be available to the city manager and the chief of police.~~

~~Sec. 9-235. - Service contract reports; filed with city.~~

~~All holders must file with the city manager copies of all contracts, agreements, arrangements, memoranda or other writings relating to the furnishing of taxicab service to any hotel, theater, hall, public resort, railway station or other place of public gathering, whether such arrangement is made with the holder or any corporation, firm or association with which the holder may be interested or connected. Failure to file such copies within seven (7) days shall be sufficient cause for the revocation of a certificate of any offending holder or the cancellation of any taxicab stand privileges.~~

~~Sec. 9-236. - Advertising.~~

~~Subject to the rules and regulations of the city commission, it shall be lawful for any person owning or operating a taxicab or motor vehicle for hire to permit advertising matter to be affixed to or installed in or on such taxicabs or motor vehicles for hire.~~

~~Sec. 9-237. - Drivers' hours.~~

~~It shall be unlawful for any person to drive or operate a taxicab for more than twelve (12) hours within any twenty-four-hour period. A taxicab driver's log shall be kept in the taxicab at all times during its operation.~~

~~Sec. 9-238. - Use of taxicab for prostitution generally.~~

~~It shall be unlawful for the driver of a taxicab operated in the city to permit any person to accompany or use such taxicab for the purpose of prostitution, lewdness or assignation, or to direct, take or transport, or to offer or agree to direct, take or transport any other person with knowledge or reasonable cause to believe that the purpose of such directing, taking or transporting is for the purpose of prostitution, lewdness or assignation.~~

~~Sec. 9-239. - Nonpaying passengers.~~

~~It shall be unlawful for any driver, operator or chauffeur of any taxicab to carry in such taxicab any person except fare-paying passengers or employees of the person by whom the taxicab is owned or operated.~~

~~Sec. 9-240. - Receipts.~~

~~The driver of any taxicab shall upon demand by the passenger render to such passenger a receipt for the amount charged, either by a mechanically printed receipt or by a specially prepared receipt on which shall be the name of the owner, license number or motor number, amount of meter reading or charges and date of transaction.~~

~~Sec. 9-241. - Refusal of passenger to pay legal fare.~~

~~It shall be unlawful for any person to refuse to pay the legal fare of any of the vehicles mentioned in this article after having hired the same, and it shall be unlawful for any person to hire any vehicle herein defined with intent to defraud the person from whom it is hired of the value of such services. Every driver of any such public automobile, taxicab or motor vehicle shall have the right to demand payment of the legal fare in advance and may refuse employment unless so prepaid.~~

~~Sec. 9-242. - Solicitation, receiving and discharging of passengers.~~

~~(a) Solicitation of passengers by driver. No driver shall solicit passengers for a taxicab except when sitting in the driver's compartment of such taxicab or while standing immediately adjacent to the curb side thereof. The driver of any taxicab shall remain in the driver's compartment or immediately adjacent to his vehicle at all times when such vehicle is upon the public street, except that, when necessary a driver may be absent from his taxicab for not more than thirty (30) consecutive minutes, and provided further that nothing contained in this section shall be held to prohibit any driver from alighting to the street or sidewalk for the purpose of assisting passengers into or out of such vehicle.~~

~~(b) Prohibited solicitation. No driver shall solicit patronage in a loud or annoying tone of voice or by sign or in any manner annoy any person or obstruct the movement of any persons, or follow any person for the purpose of soliciting patronage.~~

~~(c) Receipt and discharge of passengers. Drivers of taxicabs shall not receive or discharge passengers in the roadway but shall pull up to the right-hand sidewalk as nearly as possible or in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers, except upon one-way streets, where passengers may be discharged at either the right or left-hand sidewalk, or side of the roadway in the absence of a sidewalk.~~

~~(d) Cruising. No driver shall cruise in search of passengers except in such areas and at such time as shall be designated by the city manager, and only when the city manager finds that taxicab cruising would not congest traffic or be dangerous to pedestrians and other vehicles.~~

(e) Solicitation of other common carrier passengers. No driver, owner or operator shall solicit passengers at the terminal of any other common carrier, nor at any intermediate points designated as an established bus stop along any established route.

(f) Additional passengers. No driver shall permit any other person to occupy or ride in such taxicab, unless the person or persons first employing the taxicab shall consent to the acceptance of additional passengers. No charge shall be made for an additional passenger except in accordance with the schedule of the rates and fares as posted.

(g) Restriction of number of passengers. No driver shall permit more persons to be carried in a taxicab as passengers than the rated seating capacity of his taxicab as stated in the permit for such vehicle issued by the police department. A child in arms shall not be counted as a passenger.

(h) Soliciting business for hotels, etc. It shall be a violation of this article for any driver of a taxicab to solicit business for any hotel, or to attempt to divert patronage from one hotel to another. Neither shall such driver engage in selling intoxicating liquors or solicit business for any house of ill repute or use his vehicle for any purpose other than the transporting of passengers.

(i) Refusal to carry passengers. It shall be unlawful for any driver of any taxicab to refuse or neglect to carry in such taxicab any orderly person or persons upon request, unless previously engaged or unable or forbidden by this article to do so.

Sec. 9-243. - Open stands; establishments; use.

(a) The city manager or chief of police:

(1) May establish open stands in such places upon the streets of the city as deemed necessary for the use of taxicabs operated in the city.

(2) Shall not create an open stand without taking into consideration the need for such stands by the companies and the convenience to the general public.

(3) Shall prescribe the number of cabs that shall occupy such open stands.

(4) Shall not create an open stand in front of any place of business where the abutting property owners object to the same or where such stand would tend to create a traffic hazard.

(b) Open stands shall be used by the different drivers on a first-come-first-served basis. The driver shall pull on to the open stand from the rear and shall advance forward as the cabs ahead pull off. Drivers shall stay within five (5) feet of their cabs; they shall not solicit passengers or engage in loud or boisterous talk while at an open stand. Nothing in this section shall be construed as preventing a passenger from boarding the cab of his choice that is parked at open stands.

Sec. 9-244. - Callbox stands; establishment; use.

(a) The city manager may establish callbox stands upon the streets of the city in such places as in his discretion he deems expedient. A holder desiring to establish a callbox stand shall make written application to the city manager. The applicant must attach to the application the written approval of the abutting property owners of such space, consenting to the creation of such stand. Upon filing of the application the police department shall make an investigation of the traffic conditions at such place and shall thereafter file their written recommendations with the city manager. The city manager shall then either grant or refuse the application, depending upon the traffic conditions. When a callbox stand has been established as provided in this section, it shall be used solely by the holder to whom the same was granted and his agents and servants, and no other holder shall be permitted to use the same; provided, however, that no holder shall be granted permits for more than three (3) such closed stands within the downtown business area.

(b) A holder operating a callbox stand may have on duty at such stand a starter or other employee for the purpose of assisting in the loading or unloading of passengers from cabs, for receiving calls and dispatching cabs and for soliciting passengers at such stand. The words "at such stand" shall mean that part of the sidewalk immediately adjacent to and of equal length with such callbox stand. It shall be unlawful for any such starter or other employee to go beyond the area herein designated for the purpose of soliciting passengers or assisting them in boarding cabs.

Sec. 9-245. - Other vehicles.

Private or other vehicles for hire shall not at any time occupy the space upon the streets that has been established as either open stands or callbox stands.

Secs. 9-246—9-255. - Reserved.

DIVISION 2. - ~~CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY~~ CERTIFICATION

Sec. 9-256. - ~~Required.~~ Certificate of transportation.

~~No person shall operate or permit a taxicab or motor vehicle as defined in section 9-221 owned or controlled by him to be operated as a vehicle for hire upon the streets of the city without having first obtained a certificate of public convenience and necessity from the city commission.~~

(a) It shall be unlawful for any motor carrier to use, drive, or operate or to cause or permit any person to use, drive, or operate any motor vehicle upon the streets within the city limits without first obtaining a certificate of transportation pursuant to the provisions of this article; provided, however, that this section shall not apply to the following:

(1) Discharge of any passenger picked up outside the city limits; provided that the pickup and carriage of such passenger were legally authorized.
(2) Operation under a valid certificate of public convenience issued by the interstate commerce commission.
(3) Operation of a limousine by licensed embalmers, morticians, or funeral directors, or their employees, for purposes directly related to funerals.
(4) Operation of privately owned buses engaged in intercity transportation, but only to the extent required by F.S. § 341.102.
(5) Operation of a motor vehicle under a valid certificate of public convenience and necessity issued by the city.
(6) Motor vehicles owned, or operated through contract, by the city providing local or special public transit services.
(7) Ambulances and other emergency vehicles operated by the county fire district for purposes of medical transport.
(8) Ambulances and other vehicles required to be licensed under the provisions of F.S. ch. 401 and/or chapter 18 of this Code.
(9) Federal, state, county, or municipal vehicles when operated by a government employee providing transportation services without compensation.
(10) Motor vehicles used for the transportation of passengers between the vicinity of their respective residences and the vicinity of their respective places of work when driven by a person travelling between his residence and his place of work in an arrangement commonly referred to as a car pool or van pool.
(11) Vehicles operated by a governmental agency.
(12) Vehicles owned and operated by hotels and motels which provide transportation services for their guests only, for which the guest does not incur a separate charge.

(b) There are hereby created two classes of certificates of transportation.

(1) Class A. A Class A certificate of transportation shall be required for any individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, or manages any motor vehicle which holds itself out as engaged in the business of providing passenger transportation services to the public for compensation.
(2) Class B. A Class B certificate of transportation shall be required for any individual employed or contracted as a chauffeur by an individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, or manages any motor vehicle which holds itself out as engaged in the business of providing passenger transportation services to the public for compensation.

(c) Any certificate issued pursuant to the provisions of this article shall be valid for one year only and shall expire on September 30 of each year.

Sec. 9-257. – Application; contents; investigation.

(a) Application for Class A certificate of transportation. Every application for a Class A certificate of transportation, and every application for amendment to a Class A certificate of transportation hereunder, shall be in writing, signed and sworn to by the applicant, and shall be filed with the City Clerk as provided for herein. The application shall be on a form provided by the City Clerk and shall contain the following:

(1) General.

a. If an individual, name, address and date of birth of the applicant, and names and addresses of all management personnel.
b. If a partnership or association, names, addresses and dates of birth of all partners or associates, and names and addresses of all management personnel.
c. If a corporation, name of corporation, date and state of incorporation, verified copy of registration to do business in the state, address of corporate headquarters in the state, or name and address of resident agent if foreign corporation, names, addresses and date of birth of all corporate officers, directors, and management personnel.
d. All previous addresses for the five years preceding the date of application for all individuals, partners, corporate officers, directors and management personnel.

(2) A description of the type of transportation service which the applicant desires to furnish, including whether taxicab, limousine, or other; a brief description of the number, kinds and types of vehicles to be used; seating capacity of the vehicles; a statement indicating whether each vehicle is accessible for persons with disabilities and a description of the accessibility features of each vehicle; and the state motor vehicle license number of each vehicle.
(3) The trade name under which the motor carrier service will be operated.
(4) A statement indicating whether the applicant has paid its current annual state license tax on motor vehicles for hire for all motor vehicles to be used by the applicant and whether appropriate license tax is affixed to each such vehicle.
(5) Evidence of insurance as required in section 9-261.
(6) Two current passport-type photographs of the applicant. In the case of partnership, association or corporation, this information shall be obtained from all partners, associates, corporate officers and directors.
(7) A record of all vehicular and pedestrian accidents involving property damage and/or personal injury that the applicant has been directly involved in, which have occurred within five years of the date of the application, including an identification of all final judgments and/or criminal findings, along with any other pertinent information.
(8) A certified copy of a criminal background investigation disclosing a record of all crimes (excluding traffic) of which the applicant has been convicted within five years preceding the date of the application. In the case of partnership, association or corporation, this information shall be obtained from all partners, associates, corporate officers and/or directors.
(9) A list of all motor carrier certificates, permits, or authorizations granted or denied to the applicant by a governmental entity within the preceding three years, and a list of all failures by the applicant to perform on a motor carrier contract, franchise, or license within six years preceding the date of application. Partnership, association, or corporate applicants shall provide this information for all partners, associates, corporate officers and directors.
(10) A description of the geographic area proposed to be served by the applicant. This should be expressed as either a 50- or 200-mile radius out from the applicant's base of operations.
(11) Each original application, application for amendment, or application for certificate transfer shall be accompanied by a fee in the amount prescribed by resolution of the board. All such fees are nonrefundable.

(b) Application for Class B certificate of transportation. Every application for a Class B certificate of transportation and every application for amendment to a Class B certificate of transportation hereunder shall be in writing, signed and sworn to by the applicant, and shall be filed with the City Clerk as provided for herein. The application shall be on a form provided by the City Clerk and shall contain the following:

(1) Name, address and date of birth of the applicant.
(2) The name of the individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, contracts for or manages the motor vehicles which will be operated by the applicant to provide passenger transportation services to the public for compensation.
(3) Copy of current state driver's license.
(4) Two current passport-type photographs of the applicant.
(5) A record of all vehicular and pedestrian accidents involving property damage and/or personal injury that the applicant has been directly involved in, which have occurred within five years of the date of the application, including an identification of all final judgments and/or criminal findings, along with any other pertinent information.

(6) A certified copy of a criminal background investigation disclosing a record of all crimes (excluding traffic)of which the applicant has been convicted within five years preceding the date of the application.

(7) A list of all motor carrier certificates, certificate of transportation, or authorizations granted or denied to the applicant by a governmental entity within the preceding three years.

(8) Each original application or application for an amendment shall be accompanied by a fee in the amount prescribed by resolution of the board. All such fees are nonrefundable.

~~An application for a certificate shall be filed with the city commission upon forms provided by the city. Such application shall be verified under oath and shall furnish the following information:~~

~~(1) The name, residence address and proposed place of business of the applicant; if the applicant is a co-partnership the application shall give the names and residence addresses of the co-partners; if the applicant is a corporation the application shall set forth the name of the corporation and the residence addresses of its officers and boards of directors.~~
~~(2) The financial status of the applicant, including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to such judgments.~~
~~(3) The experience of the applicant in the transportation of passengers.~~
~~(4) Any facts which the applicant believes tend to prove that public convenience and necessity require the granting of a certificate.~~
~~(5) The number of vehicles to be operated or controlled by the applicant and the location of proposed depots and terminals.~~
~~(6) The color scheme or insignia to be used to designate the vehicle or vehicles of the applicant.~~
~~(7) The proposed time schedule of operation and the rates of fare to be charged.~~
~~(8) Such further information as the city commission may require.~~
~~(9) Such application shall be accompanied by a tender of the license fee as provided by section 9-30(287) or other ordinances of the city.~~

Sec. 9-258. - ~~Public hearing.~~ Review of Application.

(a) *Review of Class A certificates of transportation.*

(1) Upon the filing of any application for a Class A certificate of transportation, the City Clerk, or his or her designee, shall review the application for completeness. The City Clerk may require additional information as may be necessary to adequately review an application for a Class A certificate of transportation.

(2) The City Clerk or shall determine whether the submitted application is complete within ten working days of the date the application is filed with the director. Upon a showing of good cause, the City Clerk may extend this review period one time for ten additional working days. If the City Clerk does not certify the application as complete, return the application as incomplete, or notify the applicant that the review period is being extended for an additional ten-day period, the application for Class A certificate of transportation shall automatically be granted provisional status, subject to the provisions of subsection (a)(4) of this section.

(3) If the City Clerk determines the application for Class A certificate of transportation to be incomplete and/or inconsistent with the standards of review set forth in section 9-260, the City Clerk shall return the application to the applicant, noting the items which are not complete or have been determined to be inconsistent with the standards of review. The applicant will then have 60 days from the date of transmittal to submit a revised/corrected application for certificate of transportation. Any application that has been returned for correction and is not resubmitted to the City Clerk within the described 60-day period shall be considered withdrawn and all filing fees forfeited.

(4) Once the City Clerk determines an application for a certificate of transportation to be complete, the City Clerk shall, based upon the standards of review set out in section 9-260, approve, approve with conditions, or deny the application.

(5) The City Clerk shall issue a Class A certificate of transportation if the City Clerk determines that the application complies with the requirements of this article and that the issuance of a certificate is consistent with the requirements of this article.

(b) *Review of Class B certificates of transportation.*

(1) Upon the filing of any application for a Class B certificate of transportation, the City Clerk, or his or her designee, shall review the application for completeness. The City Clerk may require additional information as may be necessary to adequately review the application for a Class B certificate of transportation. Such review shall be a part of the record from which the City Clerk makes his or her decision.

(2) The City Clerk shall determine whether the submitted application is complete within ten working days of the date the application is filed. Upon a showing of good cause, the City Clerk may extend this review period one time for ten additional working days. Good cause may include, but is not limited to, failure to receive the applicant's required driving record from the state department of highway safety and motor vehicles. If the City Clerk does not certify the application as complete, deny the application, return the application as incomplete, or notify the applicant that the review period is being extended for an additional ten-day period, the application for Class B certificate of transportation shall automatically be granted provisional status.

(3) If the City Clerk determines the application for Class B certificate of transportation to be incomplete, the City Clerk shall return the application to the applicant, noting the items which are not complete. The applicant will then have 60 days from the date of transmittal to submit a revised/corrected application for a certificate of transportation. Any application that has been returned for correction and is not resubmitted to the community development director within the described 60-day period shall be considered withdrawn and all filing fees forfeited.

(4) Once the application is complete, the City Clerk shall approve, approve with conditions, or deny the application based on the standards of review set forth in section 9-260.

(5) If the City Clerk approves the application, the Clerk shall issue a Class B certificate of transportation. One of the photographs submitted with the application shall be affixed to the certificate. The certificate shall be prominently displayed in the motor carrier vehicle during all times of operation by the applicant.

(6) Except as provided for under section 9-266, any applicant for a Class B certificate of transportation who has his application denied is prohibited from applying for any further certificates of transportation until such time as all requirements are met by the applicant.

~~(a) Upon filing application and payment of fees, the commission shall fix a time for hearing and acting upon such application. Notice of such hearing shall be given to the applicant and all other operators of any taxicab, motor bus or other public vehicle for the carriage of passengers for hire within the city. Such notice shall contain a brief summary of the subject matter of the application, the type of service proposed, the territory to be served and any other pertinent facts in connection therewith, and shall be mailed at least ten (10) days prior to the date assigned for hearing of such application. At the time specified in such notice or at such subsequent time as may be fixed by the commission, a public hearing upon such application shall be held by the commission. At or after such hearing the commission may issue a certificate of public convenience and necessity as prayed for or refuse to issue the same, or may issue the same with modifications or upon such terms and conditions as in its judgment the public convenience and necessity may require, taking into consideration the effect that the granting of such certificate may have upon transportation facilities within the territory sought to be served by the applicant and also the effect upon transportation as a whole within the city.~~

~~(b) When any such application is heard and denied, the commission shall not thereafter entertain any further application covering the identical or similar routes, schedules or service until the expiration of at least three (3) months from the date of such denial.~~

~~(c) In making the above findings, the city commission shall take into consideration the number of similar vehicles already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions and the character, experience and responsibility of the applicant.~~

~~Sec. 9-259. - Issuance; contents.~~

~~(a) If the city commission finds that further transportation service in the city is required by the public convenience and necessity and that the applicant is fit, willing and able to perform such public transportation and to conform to the provisions of this article and the rules promulgated by the city commission, then the city commission shall issue a certificate stating the name and address of the applicant, the number of vehicles authorized under such certificate and the date of issuance; otherwise, the application shall be denied.~~

~~(b) Every certificate of convenience and necessity issued under the provisions of this article shall contain, among other things, the following:~~

~~(1) The rates of fare to be charged.~~
~~(2) The color scheme or insignia to be used.~~
~~(3) Such additional terms, conditions, provisions and limitations as the commission shall deem necessary or proper in the public interest.~~

Sec. 9-260. - ~~Territory served by existing certificate holder.~~ Standards of Review.

~~When any application for a certificate of public convenience and necessity, provided in this division, is made by any person, the commission shall grant such application only when the existing certificate holders fail to provide service and facilities which may reasonably be required by the commission.~~

The following standards of review shall apply to both Class A and Class B certificates of transportation application:

(1) Any permit holder or applicant for a certificate shall meet all of the following requirements:

a. Be at least 18 years of age on the date of application.

b. Hold a valid state driver's license of the appropriate classification for the vehicle driven.

c. Have no conviction or plea of nolo contendere within the preceding five years to any of the following:

1. Any crime involving the sale or possession of controlled substances as defined in F.S. § 893.02.

2. Any crime defined by F.S. ch. 796, related to prostitution.

3. Any offense relating to driving under the influence of controlled substances or alcohol as set forth in F.S. § 316.193.

d. Have no conviction, or plea of guilty or nolo contendere, to any criminal offense or felony involving the use of deadly weapons unless the civil rights of the applicant or certificate holder have been restored.

e. Have no revocation or suspension within the preceding three years of a state driver's, chauffeur's or commercial driver's license.

f. Have no more than two traffic infractions resulting in accidents in the preceding three years.

g. Have no more than four convictions of moving traffic violations in the preceding eight years.

h. Meet the insurance requirements set forth in section 9-261, if required.

(2) Failure to comply with the provisions of this section shall result in denial of a certificate, revocation or suspension of a certificate, a denial of a renewal of a certificate, or other such remedies available to the city.

Sec. 9-261. - ~~Display~~. Certificate – Insurance requirement.

~~Each automobile for hire subject to the provisions of this article shall display in a conspicuous place the certificate provided for in section 9-259.~~

(a) All applicants for Class A and Class B certificates of transportation are required to maintain insurance coverage. A Class B chauffeur in the employ of an individual, partnership, association or corporation who is covered under the insurance policies of the individual, partnership, association or corporation shall not be required to comply with the provisions of this section so long as the individual, partnership, association or corporation employing him meets the requirements of this section and the individual, partnership, association or corporation employing him has a valid Class A certificate of transportation issued in accordance with the provisions of this article.

(b) Before any certificates are issued to conduct operations, the motor carrier shall file evidence of insurance with the City Clerk providing for public liability and property damage coverage on each motor vehicle to be operated in the following amounts:

(1) *Taxicab.* Not less than $25,000.00 per person and $50,000.00 per incident as to public liability, and property damage coverage in an amount not less than $25,000.00.

(2) *Limousine.* Not less than $50,000.00 per person and $100,000.00 per incident as to public liability, and property damage coverage in an amount not less than $50,000.00.

(3) *Van.* Not less than $100,000.00 per person and $300,000.00 per incident as to public liability, and property damage coverage in an amount not less than $100,000.00.

(c) Evidence of insurance shall be executed and filed with the City Clerk by the insurance carrier in a form or forms acceptable to the City Clerk. The insurance carrier or company shall qualify as an insurance company authorized to transact business in the state. At a minimum, the evidence of insurance shall show:

(1) The type and amount of coverage;

(2) The effective date of the coverage; and

(3) The effective radius of the coverage.

(d) The insurance coverage required hereunder shall be effective throughout the area served by the applicant. No certificate shall be issued prior to the effective date of the coverage. Such insurance shall be kept in full force and effect by the certificate holder at all times. Failure to have same in full force and effect shall immediately and automatically suspend all certificates issued hereunder, until evidence of compliance with this section has been filed in the proper form and amounts as herein provided. Such insurance shall provide that the certificate holder's insurance coverage may neither expire nor be canceled prior to 30 days after the city receives written notice of the expiration or cancellation from the insurance carrier.

(e) A motor carrier may qualify for a portion of the required insurance under this section in an amount not to exceed $50,000.00 by obtaining a certificate of self-insurance from the state department of highway safety and motor vehicles, pursuant to F.S. ch. 324. Copies of the self-insurance certificate and all reports required by the state department of highway safety and motor vehicles shall be delivered by the motor carrier to the board.

Sec. 9-262. ~~- Liability insurance.~~ Same—Revocation.

~~No certificate of public convenience and necessity shall be issued or continued in operation unless there is in force a liability insurance policy for each vehicle, and there shall be deposited with the director of finance, and a copy filed with the chief of police, a liability insurance policy for each vehicle authorized and operated in the amount of fifteen thousand dollars ($15,000.00) for bodily injuries to any one person, and in the amount of thirty thousand dollars ($30,000.00) for injuries to more than one person which are sustained in the same accident, and five thousand dollars ($5,000.00) for property damage resulting from any one accident. Said liability insurance shall inure to the benefits of any person who shall be injured or who shall sustain damages to property proximately caused by the negligence of a holder, his servants or agents. The liability insurance policy shall give the names of the owners of the taxicab and the make, model and serial number of the vehicle insured, all of which shall be shown upon the face of each policy.~~

(a) The City Clerk shall revoke any certificate issued under this article for failure of the certificate holder to meet any requirement of this article or any rule or regulation adopted by the city or the state. Notice of the City Clerk's intent to revoke a certificate for failure to meet any of the above requirements shall be sent to the certificate holder by certified mail. If evidence of corrective measures is not presented to the City Clerk within 21 days of the date the notice is sent, the certificate shall be deemed revoked. If evidence of corrective measures is presented timely, the City Clerk shall determine whether that evidence is credible and whether it indicates full compliance with all governing requirements. Failure to present credible evidence of full compliance with all governing requirements shall be grounds for revoking the certificate.

(b) Any certificate revoked pursuant to this section may only be reinstated through the filing of a new application for a certificate of transportation or through appeal as set forth in section 9-266.

Sec. 9-263. ~~- Transfer.~~ Renewal of certificate; evidence of continuing compliance.

~~No certificate of public convenience and necessity may be sold, assigned, mortgaged or otherwise transferred without the consent of the city commission.~~

(a) Renewal of a Class A Certificate of transportation. After September 1 of each year, but before October 1 of each year, every holder of a Class A certificate of transportation issued pursuant

to this article shall submit the following for renewal of the certificates and as evidence of continuing compliance with the provisions of this article:

(1) Evidence of insurance in the amount and coverage required by section 9-261.

(2) A list of all chauffeurs employed by the holder of the certificate after the date of issuance of the current certificate and employed on the date of application for renewal of the certificate.

(3) A renewal fee in the amount prescribed by resolution of the City Commission.

(b) Renewal of a Class B certificate of transportation. After September 1 of each year, but before October 1 of each year, every holder of a Class B certificate issued pursuant to this article shall submit the following for renewal of certificates and as evidence of continuing compliance with the provisions of this article:

(1) Evidence of insurance in the amount and coverage required by section 9-261, if required.

(2) A renewal fee in the amount prescribed by resolution of the City Commission.

(c) The certificate shall be renewed only if a certificate holder demonstrates continuing compliance with the provisions of this article. Otherwise, the certificate shall be subject to revocation as set forth in section 9-262.

Sec. 9-264. ~~- Suspension; revocation.~~ Authority of City Commission to promulgate rules and regulations.

~~A certificate issued under the provisions of this article may be revoked or suspended by the city commission if the holder has:~~

~~(1) Violated any of the provisions of this article.~~
~~(2) Discontinued operations for more than ten (10) days.~~
~~(3) Violated any ordinance of the city, or the laws of the United States or the state, the violations of which reflect unfavorably on the fitness of the holder to offer public transportation.~~

The City Commission is hereby authorized to establish, by resolution, such rules and regulations concerning the operation and maintenance of any taxicab or limousine service permitted pursuant to this article as they may deem necessary to protect the public health and safety of the citizens of the city. Any failure by a certificate holder to meet and comply with such rules and regulations shall be grounds for permit revocation as provided in section 9-262.

~~Secs. 9-265 - 9-275. - Reserved.~~

Sec. 9-265. Transfers/assignability.

(a) No certificate of transportation issued pursuant to this article may be transferred or assigned without the prior written approval of the City Clerk.

(b) The City Clerk shall not approve any transfer or assignment of any certificate unless the proposed transferee or assignee submits a new application for the appropriate certificate of transportation which demonstrates complete compliance with all provisions of this article.

Sec. 9-266. - Appeals.

(a) An applicant or certificate holder may appeal any decision made by the City Clerk to the City Commission by filing a petition of appeal with the city manager within 30 calendar days of the date of rendition of the decision. The board shall review the petition at a public meeting within 30 calendar days from the date of filing of the appeal. The petitioner shall be provided with notice of the time, date and place of the public meeting by certified mail, return receipt requested, and invited to attend. Testimony at the public meeting shall be limited to ten minutes per side, unless an extension of time is granted by the commission. The commission's decision shall be final for the purpose of administrative appeals. The commission's review of the petition shall be limited to the record and facts which were available to the City Clerk at the time of rendition of the decision appealed. The commission shall revoke the decision of the City Clerk if there is competent substantial evidence in the record that the decision fails to comply with this article.

(b) Any person desiring to appeal a decision of the commission under this section may apply for judicial relief by writ of certiorari to the circuit court in the Nineteenth Judicial Circuit in and for

the city within 30 days after rendition of the decision by the commission. Review shall be governed by the Florida Rules of Appellate Procedure.

9-275 – 9-282. Reserved.

~~DIVISION 3. - DRIVER'S PERMIT~~

~~Sec. 9-276. - Required; display.~~

~~No person shall drive any taxicab, motor bus or other vehicle for the carriage of passengers for hire upon the streets of the city without having first obtained a permit therefor. The permit, when issued, shall be displayed in a conspicuous place in the vehicle so operated by the holder of this permit so as to be easily seen by any person occupying said taxicab. This shall only apply while the driver is in possession of or operating the vehicle for hire. Any owner desiring to operate his or her own taxicab must obtain a taxicab driver's permit in accordance with this division, and he or she shall be governed by all provisions of this article in the same manner as any permitted driver.~~

~~Sec. 9-277. - Application.~~

~~(a) An application for a driver's permit shall be made in writing to the chief of police upon a form provided by him, and shall furnish the following information:~~
~~(1) Name and address of the applicant.~~
~~(2) Place or places of residence for the past five (5) years.~~
~~(3) Age, height, color of eyes and hair.~~
~~(4) Place of birth.~~
~~(5) Place of previous employment.~~
~~(6) Marital status.~~
~~(7) Whether the applicant has ever been convicted of a felony or a misdemeanor.~~
~~(8) Whether he or she has ever held a taxicab driver's or a chauffeur's license, and if so, when and where.~~
~~(9) Whether such license has ever been revoked, and if so, for what cause.~~
~~(10) Whether his or her state operator's license has ever been revoked.~~
~~(11) The names of three (3) reputable persons who have been personally acquainted with the applicant for at least one year.~~
~~(12) Any other facts or information as the chief of police may require.~~
~~(13) Any other facts deemed important by the applicant that he or she may wish to submit.~~

~~(b) Each application shall be accompanied by a health certificate from a physician acceptable to the city certifying that the applicant is of sound physique, and is not addicted to the use of drugs and intoxicants, has good eye-sight and hearing, is not subject to heart disease, vertigo, epilepsy or any disease which might affect the operation of a motor vehicle, and is not affected with any infectious or venereal disease. Each application shall also be accompanied by three (3) prints of a recent photograph of the applicant of a size to be designated by the chief of police.~~

~~Sec. 9-278. - Qualifications; investigation; issuance; fee.~~

~~(a) To be issued a taxicab driver's permit, an applicant must meet the following requirements:~~
~~(1) Must be at least eighteen (18) years of age.~~
~~(2) Must have a chauffeur's license issued by the state.~~
~~(3) Must be able to read and write the English language.~~
~~(4) Must be of good moral character.~~
~~(5) Must be a careful and experienced driver.~~
~~(6) Must not have been convicted of a felony within the preceding five (5) years.~~
~~(7) Must not have been convicted of three (3) or more misdemeanors within the preceding year.~~

~~(b) The chief of police shall investigate all applicants for taxicab drivers' permits. He shall check the references of every applicant and shall interview each applicant personally, or by a subordinate designated by him. He shall determine the moral character and fitness of the applicant, as well as the latter's driving ability and knowledge of motor vehicle laws and regulations. He shall do everything needed to ensure himself that the applicant is a suitable person to operate a taxicab. The chief of police shall have sole discretion to grant or deny a taxicab driver's permit, but only on the basis of the provisions of this article and what can be fairly implied thereunder. If the chief is satisfied that the applicant is a suitable person to operate a taxicab, he shall grant him a taxicab driver's permit, after payment of the entire permit fee of twenty-five dollars ($25.00), regardless of when the permit is issued. The applicant shall also have his fingerprints taken by the police department before the permit is granted to him.~~

~~Sec. 9-279. - Destruction.~~

~~It shall be unlawful for any person holding a taxicab driver's permit to willfully deface, obliterate or destroy the same or to cause it to be defaced, obliterated or destroyed.~~

~~Sec. 9-280. - Revocation or suspension.~~

~~(a) A taxicab driver's permit may be suspended by the chief of police for a period of not more than ten (10) days, or revoked by the chief of police for any of the following reasons and for other proper reasons:~~
~~(1) Proof that the permittee is not of good moral character or has been convicted of a felony or addicted to the use of narcotics or intoxicants.~~
~~(2) Suspension or revocation of his or her state operator's or chauffeur's license.~~
~~(3) Proof that the permittee has been convicted of three (3) or more misdemeanors within the preceding year.~~
~~(4) Proof that the permittee is a poor or reckless driver.~~
~~(5) Evidence of bad health or physical disability.~~
~~(6) Proof that information on the taxicab driver's application is false.~~
~~(7) Violation of any of the provisions of this article, or any city, state or federal law.~~
~~(8) Failure to conspicuously display the taxicab driver's permit in the taxicab while the taxicab is in operation.~~

~~(b) Notice of such suspension or revocation shall be sent to the permittee and to his or her employer, together with the reason for such action, and suspension or revocation shall become effective immediately upon delivery of said notice. The permittee shall have the right to demand a public hearing before the city commission on such suspension or revocation. Henceforth, the person whose permit was revoked shall not operate a taxicab within the city unless the city commission shall vote at a public hearing to rescind said revocation or unless a new permit shall subsequently be issued to him or her. No refund of permit fee shall be given to a person whose taxicab driver's permit has been suspended or revoked.~~

~~Sec. 9-281. - Term; renewal.~~

~~All taxicab drivers' permits shall expire on the first business day of January of each year, unless previously revoked by the chief of police or city commission. Permits shall be renewed by filing renewal applications and paying the permit fee of twenty dollars ($20.00). However, no investigation need be made by the chief of police and no new fingerprints need be taken. Every permitted driver shall submit to the police department with his or her permit renewal application every year three (3) prints of a recent photograph of himself or herself of a size to be designated by the chief of police. Each application for renewal shall be accompanied by a health certificate from a physician acceptable to the city, in accordance with the provisions of section 9-277. The chief may refuse to renew a taxicab driver's permit for any of the reasons listed for permit revocation under section 9-280, subject to the right of the applicant to demand a public hearing before the city commission as set forth in section 9-280.~~

~~Secs. 9-282. - Reserved.~~

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall no further force of effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM AND CORRECTNESS:

_____
James M. Messer
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. _____ was duly advertised by title only in the St. Lucie News Tribune on _____, copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____; and was duly introduced, read by title only, and passed on second and final reading on _____, by the City Commission of the City of Fort Pierce, Florida.

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

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

Vehicles for Hire



Follow-Up

- Pedi-cabs will not be considered a “Vehicle for Hire” under the proposed definition. We would issue a BTR using a different category which would not require a background check nor a driving record.
- Horse Drawn Carriages would also not be considered a “Vehicle for Hire”. Our research has found that in many cities, such business would be permitted under a license agreement; much like we did for Lisa’s Kayaks
- Uber/Lyft is not anticipated to be regulated under the proposed ordinance. Florida League of Cities has been monitoring the progression of regulation and fully anticipates that the state legislature will pass new regulations this year that will preempt local codes.
- Vehicle Inspections are not required by St. Lucie County nor Port St. Lucie. If it is the desire of the Commission to implement an inspection requirement, we would need to do that through a subsequent ordinance or start over again with the ordinance currently under second reading.

Application Process

- For each partner, associate, corporate officer, director, management personnel and driver, the following are required:
  - A certified copy of a criminal background investigation disclosing a record of all crimes (excluding traffic) of which the applicant has been convicted within five years preceding the date of the application. Apply directly to FDLE via mail. Forms provided - $24.00 each.
  - A record of all vehicular and pedestrian accidents involving property damage and/or personal injury that the applicant has been directly involved in, which have occurred within five years of the date of the application, including an identification of all final judgments and/or criminal findings, along with any other pertinent information. Apply directly with St. Lucie Clerk, Central Cashier Department, 4th Floor - $16.25 each.
  - A list of all motor carrier certificates, permits, or authorizations granted or denied to the applicant by a governmental entity within the preceding three years, and a list of all failures by the applicant to perform on a motor carrier contract, franchise, or license within six years preceding the date of application.
  - Two (2) current full-face passport type photographs.
  - Application for Vehicle for Hire
- Driver's License for all drivers.
- Valid Insurance as required.
- BTR Application with zoning and building approvals

Insurance Requirements

- Taxicab. Not less than $25,000.00 per person and $50,000.00 per incident as to public liability, and property damage coverage in an amount not less than $25,000.00.
- Limousine. Not less than $50,000.00 per person and $100,000.00 per incident as to public liability, and property damage coverage in an amount not less than $50,000.00.
- Van. Not less than $100,000.00 per person and $300,000.00 per incident as to public liability, and property damage coverage in an amount not less than $100,000.00.

Background Requirements

- Any permit holder or applicant for a certificate shall meet all of the following requirements:
  - Be at least 18 years of age on the date of application.
  - Hold a valid state driver's license of the appropriate classification for the vehicle driven.
  - Have no conviction or plea of nolo contendere within the preceding five years to any of the following:
    - Any crime involving the sale or possession of controlled substances as defined in F.S. § 893.02.
    - Any crime defined by F.S. ch. 796, related to prostitution.
    - Any offense relating to driving under the influence of controlled substances or alcohol as set forth in F.S. § 316.193..
- Have no conviction, or plea of guilty or nolo contendere, to any criminal offense or felony involving the use of deadly weapons unless the civil rights of the applicant or certificate holder have been restored.
- Have no revocation or suspension within the preceding three years of a state driver's, chauffeur's or commercial driver's license.
- Have no more than two traffic infractions resulting in accidents in the preceding three years.
- Have no more than four convictions of moving traffic violations in the preceding eight years.

Questions?

City Commission Regular Meeting **Agenda Item # 11. b.**

Meeting Date: 10/17/2016

Re: Application for Planned Development (PD) - Mayfair at Lawnwood - 1801 Nebraska Avenue

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 16-023 rezoning properties generally located at 1801 Nebraska Avenue to Planned Development (PD-Mayfair) and approving a Development Plan associated with this district. FIRST READING

SUMMARY:

- In accordance with Sections 22-40, 22-59, and 22-72 of the City Code, the applicant is requesting the review and approval of a Planned Development (PD) encompassing a phased multi-family residential (218 Residential Units) and non-residential (40 Bed Adult Congregate Living Facility) development. The subject property, containing three parcels of land, is currently zoned PD, Planned Development and is 15.66 acres in size.
- The subject parcel was cleared in 2006 to facilitate the construction of the previously approved Mayfair at Lawnwood Development Plan, subject to various conditions of approval, consisting initially of 230 residential units with a later amendment to 220 units. The previous development plan was marginally completed, leaving parking infrastructure and a single, 10-unit residential building on the northern parcel.
- The new development plan seeks a similar building layout and architectural design to the approved 2005 plan, with a concentration of residential dwellings to the northern two parcels of the site.
- The proposal also seeks authorization of a Density Bonus, of five (5) units per acre, for the portion of the properties located within one-fourth (¼) mile radius of two (2) transit stops. This request is based upon the project qualifying for a prorated density bonus of up to thirty-five (35) additional units per Policy 1.1.6 of the City's Comprehensive Plan and Section 22-72 of the City Code.
- A total of 179 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As October 10, 2016, 1 response has been received in favor of the request. An update will be provided to the City Commission at the public hearing.
- The Planning Board, at their September, 13th 2016 meeting, voted to 8-2 to recommend disapproval of the request as presented.

RECOMMENDATION:

Staff recommends approval, with the following conditions: 1) The property owner and/or applicant secures the necessary authorization and/or easements to complete the proposed off-site sidewalk connections; and 2) The development of the southern parcel as a forty (40) unit ACLF/Memory Care facility is subject to the review and approval, of a final design review application, by the Planning Board and City Commission.

ALTERNATIVES:

- Staff acknowledges an alternative consideration which would limit the application of the eligible density bonus, and remains consistent with City land development code and the Comprehensive Plan, as presented by a segment of the Planning Board;

  Approval with a maximum density of 12 units per acre plus 2 bonus units per acre as provided in Code 22-72 of the City Code of Ordinances. Additionally, that the north parcel, 5.24 acres would be built out with 73.6 (74) units, the middle parcel of 7.76 acres would be built out in 108.64 (109) dwelling units for a total residential capacity of 184 dwelling units on the two northern parcels, totaling 13 acres, with the following conditions:

  1) The property owner and/or applicant secure the necessary authorization and/or easements to complete the proposed off-site sidewalk connections;
  2) The development of the southern parcel as a forty (40) unit ACLF/Memory Care facility is subject to the review and approval of a design review application pursuant to City Code Section 22-59. - Design subject to consideration by the Planning Board and City Commission.

- Denial of the request as presented based upon a rejection of the requested Density Bonus.

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee
South Florida Water Management District (SFWMD)

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad Valorem Tax & Impact Fee Revenue

Attachments

Staff Report
Draft Ordinance 16-023
Aerial & Zoning Map
Development Application, Record Cards, Agent Authorization & Title
Mayfair at Lawnwood - Planned Development Booklet
Site Plan & Survey
Elevations, Typical Floor Plan & Parking Lot Lighting
Landscape Plans - Overall & Individual Building Plans
Mayfair Density Bonus & Surrounding Neighborhood Review
Capacity Analysis & Traffic Study
Preliminary Paving, Grading, & Drainage Plan
Mayfair - Sidewalk Exhibit - Final
Planning Board Meeting Minutes - September 2016 (Not Yet Approved by PB)

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	10/11/2016 04:53 PM
City Manager	Nick Mimms	10/12/2016 04:51 PM

Form Started By: Kori Benton Started On: 10/10/2016 03:13 PM

Final Approval Date: 10/12/2016

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: **Application for Planned Development (PD)**
Mayfair at Lawnwood
1801 Nebraska Avenue

DATE: October 10, 2016

STAFF REPORT

Owner:
Mayfair At Lawnwood Reph LLC
780 NW 42nd Ave Ste 300
Miami, FL 33126

Applicant/Representative:
Richard Wohlfarth, PE - Associate Director
IBI Group (Florida) Inc.
2300 Maitland Center Parkway-Suite 101
Maitland FL 32751-7410

Requested Action: Approval of a Planned Development (PD)

Location: 1801 Nebraska Avenue

Parcel IDs: 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3

Current Zoning: PD, Planned Development – Mayfair 2005

Proposed Zoning: PD, Planned Development – Mayfair 2015/2016

Future Land Use: RM, Medium Density Residential

Surrounding Zoning:

North	East	South	West
R-4	PD	OS-1	C-1

Site Size: 15.66 acres

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

Request

In accordance with Sections 22-40, 22-59, and 22-72 of the City Code, the applicant is requesting the review and approval of a Planned Development (PD) encompassing a phased multi-family residential and non-residential development. The subject property, containing three parcels of land, is currently zoned PD, Planned Development and is 15.66 acres in size.

Existing Conditions & Property History

The subject parcel was cleared in 2006 to facilitate the construction of the previously approved Mayfair at Lawnwood Development Plan, consisting initially of 230 residential units with a later amendment to 220 units. The previous development plan was marginally completed, leaving parking area infrastructure and a single, 10-unit residential building on the northern parcel. A limited collection of oak and pine trees remain across the middle properties, which were planned for preservation. The property has remained stagnant for nearly a decade as the development plan was discontinued and subsequently expired. The current application seeks to reutilize the baseline infrastructure for a redesigned development plan.

The subject site was rezoned in 1982 as a component of the master Planned Unit Development known as Longwood. The initial 1980s plan sought the development of 578 residential units in three phases, offering a variety of housing options and styles. The phasing of the development was not completed as intended, and the density of the completed sections were adjusted from the initial plan, with an overall reduction in units. The 1982 master plan conceptualized 264 units for the subject site, while the formal 1985 proposal for Longwood Place Apartments presented 256 units for this segment of Longwood. The project was never advanced, and remained motionless for nearly two decades. In 2003, an application for Longwood Commons Apartments was proposed for 264 units and later withdrawn. In 2004, a plan known as Lawnwood Gardens presented another plan for 264 units at the subject site, however pursuit of the plan was discontinued.

In 2005, the previously approved Mayfair at Lawnwood received preliminary and final development plan approval with various conditions agreed upon between the former developer and the Villages of Longwood Homeowners Association. The property was subsequently sold for development, cleared, and construction commenced on-site until market conditions impacted the development. The project remained inactive and the property was sold in 2009. In 2011, the new owners of the abandoned project applied to amend the conditions of approval for the development, but later withdrew the request. The subject site has retained the PD, Planned Development zoning designation, however the previously development plan has expired.

Project Summary

The newly proposed Mayfair at Lawnwood Development (PD-Mayfair) is designed for a 218 unit multi-family residential development, to be accompanied in a later phase by a variable development of the southern parcel as a forty (40) bed Adult Congregate Living Facility (ACLF). This proposal may be shifted to facilitate the construction of an extra five (5) residential units to utilize eligible density, or potentially reserve the southern parcel for Open Space if demand is not present for a small scale ACLF.

The subject site encompasses three parcels of land segmented by Nebraska Avenue and South Lawnwood Circle, situated between Lawnwood Regional Medical Center to the west and the Villages of

Longwood to the east. The development of the Mayfair property is being considered for development as follows:

	North Parcel	Middle Parcel	South Parcel	Total
Parcel Size	5.24 acres	7.76 acres	2.66 acres	15.66 acres
Development Type	• 86 residential units	• 132 residential units	• 40 Bed ACLF/Memory Care Facility or • 5 residential units or • Open space	223 Residential Units - Maximum
# of Residential Structures	7	11	0*	18
1 Bedroom Units	40	66	0*	106
2 Bedroom Units	42	66	0*	108
3 Bedroom Units	4	0	0*	4

The new development plan seeks a similar building layout to the approved 2005 plan, with a concentration of residential dwellings to the northern two parcels of the site. The new design features twelve to fourteen unit structures which adjust the overall building footprints and decrease the size of each unit marginally. The redesigned plan eliminates four (4) residential structures previously planned on the parcel south of South Lawnwood Circle and integrates two pools and cabanas, designated one for each segment of the residential development.

The concentration of the residential units provides cost savings per unit, and provides flexibility for the use of the southern 2.66 acre parcel which is considered for open space, an Adult Congregate Living Facility, development of five (5) additional residential units or the capacity to request consideration of a limited commercial use of the southern site at a later time.

Density

The Medium Density Residential (RM) Future Land Use designation is designed for parcels that are best suited for multifamily residential uses ranging in density from 6.5 to 12 dwelling units. The City's Comprehensive Plan and Land Development Code provide the capacity for a density bonus of up to five (5) dwelling units per acre upon fulfillment of the established criteria. A portion of the subject development is located within one-fourth (¼) mile radius of two (2) transit stops, which are actively serviced by the St. Lucie County transit authority. Approximately 7.05 acres of the site meet the distance requirements, therefore the proposed project qualifies for a prorated density bonus for such portion, representing up to thirty-five (35) additional units per Policy 1.1.6 of the City's Comprehensive Plan and Section 22-72 of the City Code.

A total of two-hundred and twenty-three (223) units may be proposed for this particular project, or an overall density of 14.24 dwelling units per acre. The review of the requested density bonus requested and transit map are provided within the application packet.

Design

The presented architectural design is reflective of the existing residential structure present from the previous development plan, embodying a passive contemporary style typified by an

architectural shingle roof, defined covered entries, visible second floor walkways and elevated rear porches. The proposed two-story design features some variation in roof height, and articulated stucco design to enhance front and rear facades. The design utilizes a variety of landscaping species and sizes to accent elevations, and provide visual relief for each unit. The peak height of the residential structures is 24 ft., providing consistency with the established structure on-site and compatibility with surrounding developments.

The building placement maintains a minimum twenty-five foot setback from the adjacent property lines to the east, orienting the structures and placement of a decorative masonry wall for separation and privacy for the adjacent residential development. Entry points to the development and each building are emphasized through use of landscaping.

The project further incorporates active recreation for residents through the inclusion of two pools and cabanas, common area BBQ grills with seating, a dog walking area, and interconnected pedestrian pathways.

The development options for an ACLF/Memory Care facility for the southern parcel will be required to submit a design review application pursuant to City Code Section 22-59. - Design review for further consideration by the Planning Board and City Commission, prior to advancement of such development. The impending application will be required to contain a final design narrative, site plan, lighting plan, landscape plan, floor plans and elevation drawings of the proposed facility, meeting the requirements of City guidelines.

The development option of the southern parcel as an additional five (5) residential units is subject to the administrative review provisions of City Code Section 22-59. - Design review.

Transportation & Sidewalks

Access points to the development will be provided on North Lawnwood Circle, Nebraska Avenue and South Lawnwood Circle, with limited connectivity for vehicles across each segment of the project. This design minimizes the speed travelled within the parking areas, restricts pass through traffic, and more appropriately disperses traffic generated by the facility. Turn lanes within the median of Nebraska Avenue will remain.

On-site parking is provided beyond the requirements of City Code, incorporating parking for residents, guests and use of the on-site amenities. Bicycle racks will be provided on-site pursuant to City Code requirements. Site lighting will be provided via LED fixtures for the parking areas, and decorative light fixtures around the residential structures, in accordance with City Code requirements. The site design and lighting plan emphasizes limitation of spill-over to adjacent sites.

The development includes an extensive sidewalk plan which provides internal connectivity across the sites, to adjacent developments, and adjacent transit stops. The plan encompasses sidewalks along the boundaries of the development, as well as the infill of approximately 1,300 linear feet of off-site connections to eliminate gaps present to the west. The connection provides future residents valuable connections to the surrounding medical uses, transit stops, and parks. The applicant will be required to coordinate construction of such sidewalks with the adjacent properties owners and the City.

Stormwater Retention & Landscaping

Stormwater facilities for the development are integrated throughout the site via minor retention areas and shallow swales to provide pretreatment and storage prior to further discharge into the master

retention lakes designed within Longwood. These dry retention areas are intermingled across the property and screened with landscaping to minimize appearance.

The stormwater management system previously authorized by the South Florida Water Management District (SFWMD) for the former project was only partially completed, and has since expired. A new SFWMD permit that complies with current District rules (Rule 60-330, Fla . Admin. Code) will be required prior to construction of the proposed development.

The presented landscape plan emphasizes the provision of parameter buffers along the boundaries of the site augmentation of the planned decorative masonry wall proposed along the eastern property lines. Each building has landscaping designed to accent each elevation and enhance integration into the master development.

The landscape plan proposes the planting of over 1,000 new trees across the development, providing a variety of species to augment the proposed structures, provide mitigation for the numerous trees previously cleared, and further the transition from Lawnwood Regional Medical Center to the Villages of Longwood. A series of hedge plants, flowering plants, and ground cover complete the extensive landscape plan presented. The overall development plan presents a planned open space level of 36.40%.

Traffic Impacts

The traffic impact study presents the generation of approximately 1450 Average Daily Trips (ADT) for the proposed 218 residences, of which 135 trips are PM and 112 trips are PM Peak hour trips. The variable development capacity for the southern parcel presents fluctuating traffic impacts, contingent upon the final direction for development. The utilization of the remaining segment for open space eliminates the production of traffic impacts, whereas the development of this parcel as an forty (40) bed ACLF or Memory Care facility adds approximately 96 ADT and 6.8 Peak Hour Trips to the development. The added impacts of these uses do not adversely affect the surrounding roadway links

The initial transportation network throughout Longwood was strategically designed and constructed within the initial Longwood PUD to accommodate the master development and expansion of medical uses surrounding the hospital. The trips are primarily concentrated onto Nebraska Avenue, a divided four-lane roadway linking 25th Street to 13th Street, providing access to surrounding developments. North and South Lawnwood Circles provide secondary connections to the integrated residential and medical uses.

The adjacent roadway linkage of 13th Street from Virginia Avenue to Nebraska Avenue and from Nebraska Avenue to Georgia Avenue presents level of service concerns, and further impact from the planned trips, as both segments operate at a Level of Service D. In the absence of additional right-of-way to expand travel lanes, or the designated turn lanes for various institutional users, options to improve the traffic service are limited. The replacement of the traffic light at Nebraska Avenue and 13th Street with a traffic circle (roundabout) would enhance the level of service, but may present functional challenges for the existing schools along this roadway. If the applicant seeks to amend the Planned Development to pursue approval for a limited commercial use for the southern parcel, reassessment of traffic impacts will be required. Additional review of the intersection of Nebraska Avenue and 25th Street will also be necessary in the future, as additional office commercial is development around Lawnwood.

Phasing

The project is planned to for development in multiple phases. Phase 1 encompasses the completion of 86 units and incorporated amenities at the north parcel. The initial phase of building construction is planned to begin within 12 to 18 months after the plan approval and is intended to be constructed in 2-3 years.

Phase 2 includes the middle parcel, which may commence in as little as 2 years after the plan approval however the applicant is seeking a development window of 5-7 years from development plan approval to complete this phase.

The Final Phase, for the southern parcel, is not dependent on the first two phases and will be marketed separately of the initial two phases. The applicant is requesting authorization of Phase 3 for 7 years from approval.

The applicant considers the timelines presented as the maximum timeline necessary to complete the development, anticipating that the phases will be completed prior to the dates outlined above. The offsite and common area improvements such as pool, cabana, and sidewalks will be appropriately linked to the corresponding phase.

The City Commission may seek to consider recommending specific timelines or thresholds for tying certificate of occupancy for residential structures to the completion of the common area amenities, for example the requirement to complete the pool and cabana concurrent with the certificate of occupancy of the first residential structure, or an appropriate benchmark.

Comprehensive Plan & Compatibility

The subject property is designated with a Future Land Use of Medium Density Residential (RM) which is best suited for multifamily residential uses ranging in density from 6.5 to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses are also allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities may be integrated as well. The plan also seeks consideration of a density bonus, for a portion of the property, pursuant to Comprehensive Plan Policy 1.1.5 which allows a density bonus of 5 dwelling units per acre above the maximum permitted density for developments located within ¼ mile of a rail station, multimodal transit center, or transit stop.

The proposed plan seeks to offer residential housing opportunities, within the allowable density limits, adjacent to Lawnwood Regional Medical Center, Indian River State College, and the various public facilities surrounding Lawnwood. The proposed development presents a transitional development between the established Villages of Longwood and the commercial hub surrounding Lawnwood Regional Medical Center. The design, height, and density of the residential project offer compatibility with the surrounding environment. The further development of the southern parcel with the flex option of an ACLF or Memory Care Facility will require further submittal for review of design compatibility.

Technical Review Committee

All affected departments have reviewed the proposed development plan for consistency with established ordinances and requirements of the City Code. Comments and approval from review by

affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

Property Owner Response Summary:

A total of 179 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As October 10, 2016, 1 response has been received in favor of the request. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation:

The Planning Board, at their September, 13th 2016 meeting, voted to **8-2** to recommend **disapproval** of the request as presented.

The Planning Board, prior to passing the noted motion, entertained a motion to forward a recommendation of approval with a *maximum density of 12 units per acre plus 2 bonus units per acre* as provided in Code 22-72 of the City Code of Ordinances. Additionally, that the north parcel, 5.24 acres would be built out with 73.6 (74) units, the middle parcel of 7.76 acres would be built out in 108.64 (109) dwelling units for a total residential capacity of 184 dwelling units on the two northern parcels, totaling 13 acres, with the following conditions:

1) The property owner and/or applicant secure the necessary authorization and/or easements to complete the proposed off-site sidewalk connections;
2) The development of the southern parcel as a forty (40) unit ACLF/Memory Care facility is subject to the review and approval of a design review application pursuant to City Code Section 22-59. - Design subject to consideration by the Planning Board and City Commission.
3) An agreement between the Villages of Lawnwood and Mayfair of Lawnwood concerning drainage and that consideration and agreement would need to be cast per South Florida Water Management and the Codes of the City of Fort Pierce.

This particular motion failed due to a split, 5-5 vote.

Staff Recommendation:

The proposed Planned Development (PD) presents a residential and minor non-residential development plan consistent with the City's Land Development Regulations and Comprehensive Plan, therefore Staff recommends **approval**, with the following conditions:

1) The property owner and/or applicant secures the necessary authorization and/or easements to complete the proposed off-site sidewalk connections; and

2) The development of the southern parcel as a forty (40) unit ACLF/Memory Care facility is subject to the review and approval, of a final design review application, by the Planning Board and City Commission.

Alternative Recommendation:

Staff acknowledges an alternative consideration which would limit the application of the eligible density bonus, and remains consistent with City land development code and the Comprehensive Plan, as presented by a segment of the Planning Board;

Approval with a *maximum density of 12 units per acre plus 2 bonus units per acre* as provided in Code 22-72 of the City Code of Ordinances. Additionally, that the north parcel, 5.24 acres would be built out with 73.6 (74) units, the middle parcel of 7.76 acres would be built out in 108.64 (109) dwelling units for a total residential capacity of 184 dwelling units on the two northern parcels, totaling 13 acres, with the following conditions:

1) The property owner and/or applicant secure the necessary authorization and/or easements to complete the proposed off-site sidewalk connections;

2) The development of the southern parcel as a forty (40) unit ACLF/Memory Care facility is subject to the review and approval, of a final design review application, by the Planning Board and City Commission.

This alternative motion may facilitate further consideration to allow further completion of the southern parcel of land as a continuation of the requested multifamily residential, with a consistent density, at 14 units per acre or approximately 37 additional units, not exceeding a comprehensive total of 220 units. This type of development would be completed in-lieu of the potential ACLF contemplated.

ORDINANCE NO. 16-023

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **REZONING PROPERTIES** GENERALLY LOCATED AT **1801 NEBRASKA AVENUE**, FROM PD, PLANNED DEVELOPMENT, TO PD, PLANNED DEVELOPMENT (PD-MAYFAIR); FURTHER **APPROVING A DEVELOPMENT PLAN** PURSUANT TO SECTION 22-58, SUBJECT TO CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida, a municipal corporation, as follows:

SECTION 1. From and after the effective date hereof, the following properties legally described as:

Parcel IDs 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3:

Being a parcels of land lying in St. Lucie County, Florida, being more particularly described as follows; LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT INT NLI NEBRASKA AV AND E LI S 19 ST (CANAL), TH N 1 25 E ALG E LI OF SD S 19 ST 582.85 TO S R/W LI OF N LAWNWOOD CIR, TH ELY ALG SD S R/W ON A CURVE CONCAVE SLY, DELTA 20 21 26, R OF 1189.24, ARC DIST 422.54, TH S 01 25 01 W 375.70 FT,TH S 30 59 45 W 183.44 FT TO N R/W LI NEBRASKA AV,TH N 89 28 42 W 327.66 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (5.43 AC) (OR 3116-1904);

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG INT S R/W NEBRASKA AV AND E R/W S 19 ST (CANAL),TH RUN S 01 25 00 W ALG SD E R/W 837.73 FT TO N R/W OF S LAWNWOOD CIR, TH ELY ALG SD N R/W ON A CURVE CONC NLY DELTA 19 25 59, R OF 95 FT, ARC DIST 32.22 FT,TH S 89 28 42 E 385.02 FT,TH N 01 25 00 E 180 FT,TH N 89 28 42 W 20.04 FT,TH N 01 25 00 E 663.12 FT TO S R/W NEBRASKA AV,TH N 89 28 42 W ALG SD S R/W 395.42 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (7.75 AC) (OR 3116-1904); and

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT PT OF INT OF E LI OF S 19 ST CANAL AND LI DESC IN OR 83-343,TH CONT ELY ALG SD LI DESC IN OR 83-343 350 FT,TH N 01 25 E 330.54 FT TO S LI S LAWNWOOD CIR,TH WLY ON S R/W 350.17 FT,TH SLY 334 FT TO POB (2.69 AC) (OR 3116-1904)

and further depicted on Exhibit “A”, attached hereto and incorporated herein, shall be and the same is hereby rezoned from PD, Planned Development, to PD, Planned Development (PD-Mayfair); said properties being generally located at 1801 Nebraska Avenue in Fort Pierce, Florida.

SECTION 2. The Development Plan for the subject Planned Development as depicted on Exhibit “B”, subject to the conditions set forth in Exhibit C, both of which are attached hereto and incorporated herein by reference, be and the same are hereby

approved, and shall serve as the Development Plan associated with the subject Planned Development.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall no further force of effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)SS

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 16-023 was duly advertised by title only in the St. Lucie News Tribune on Monday, October 2nd, 2016; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on October 17th, 2016; and was duly introduced, read by title only, and passed on second and final reading on November 7th, 2016, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 8th day of November, 2016.

_____
MAYOR COMMISSIONER

_____

CITY CLERK

(CITY SEAL)

EXHIBIT A-1

Sketch Description of Subject Property

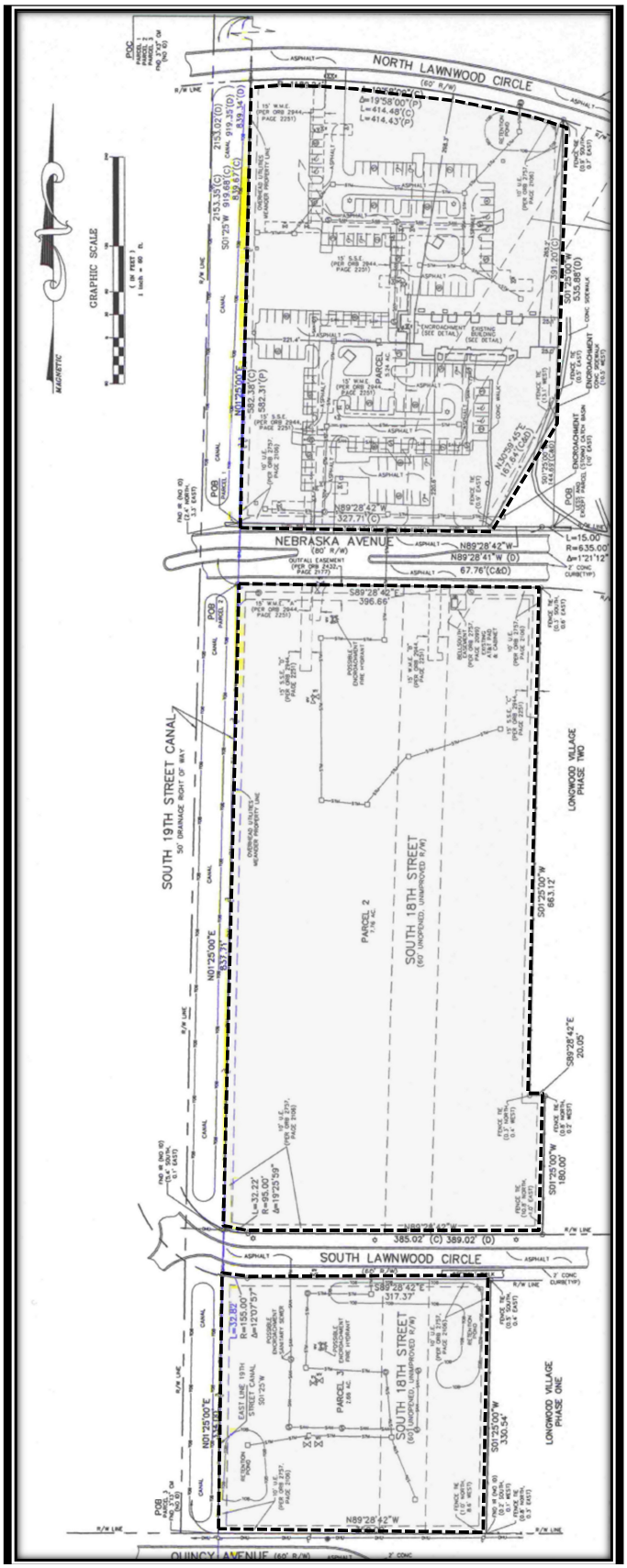


EXHIBIT A-2

Legal Description of Subject Property

Parcel IDs: 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3:

Being a parcels of land lying in St. Lucie County, Florida, being more particularly described as follows; LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT INT NLI NEBRASKA AV AND E LI S 19 ST (CANAL), TH N 1 25 E ALG E LI OF SD S 19 ST 582.85 TO S R/W LI OF N LAWNWOOD CIR, TH ELY ALG SD S R/W ON A CURVE CONCAVE SLY, DELTA 20 21 26, R OF 1189.24, ARC DIST 422.54, TH S 01 25 01 W 375.70 FT,TH S 30 59 45 W 183.44 FT TO N R/W LI NEBRASKA AV,TH N 89 28 42 W 327.66 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (5.43 AC) (OR 3116-1904);

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LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT PT OF INT OF E LI OF S 19 ST CANAL AND LI DESC IN OR 83-343,TH CONT ELY ALG SD LI DESC IN OR 83-343 350 FT,TH N 01 25 E 330.54 FT TO S LI S LAWNWOOD CIR,TH WLY ON S R/W 350.17 FT,TH SLY 334 FT TO POB (2.69 AC) (OR 3116-1904)

EXHIBIT B-1

Development Plan

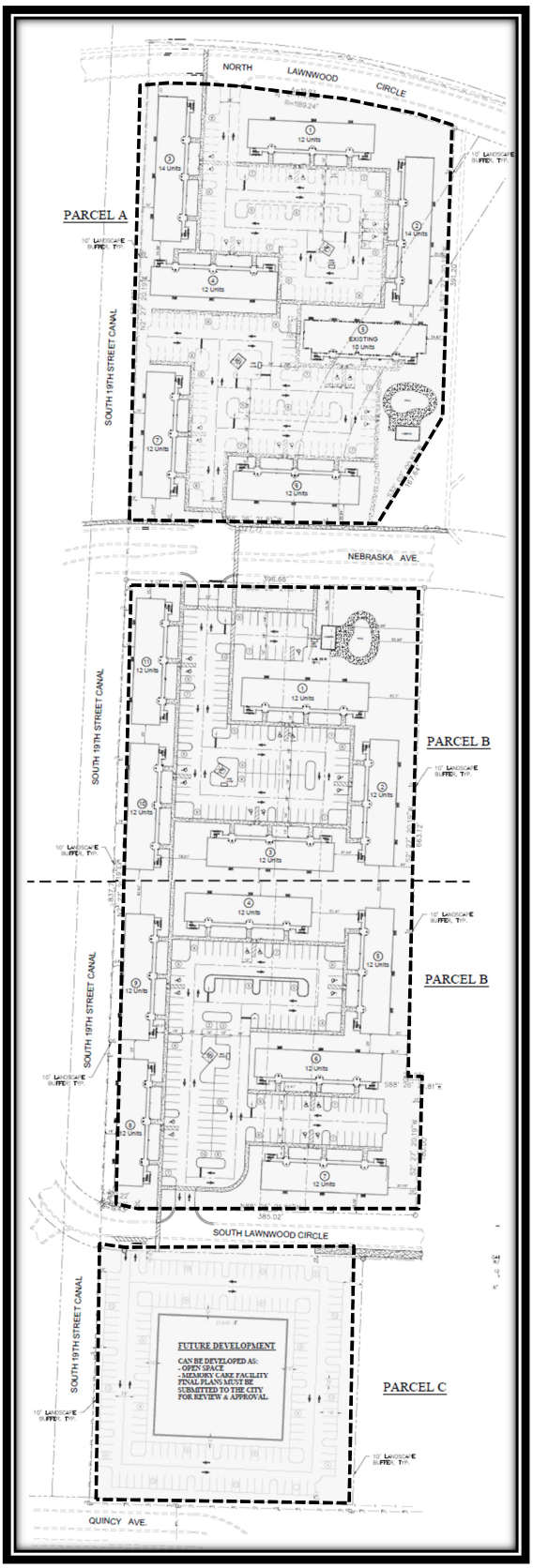


EXHIBIT B-2

Development Plan Overview





	Parcel A	Parcel B	Parcel C	Total
Gross Area	5.24	7.76	2.66	15.66
# of Buildings	7	11	0	18
1 BR	40	66	0	106
2 BR	42	66	0	108
3BR	4			4
	86	132	0	218
	16.41	17.01	0.00	13.92
Required Parking				
1.5 Spaces Per Unit	129	198	0	327
Provided	151	224	0	375
Parking Ratio	1.76	1.70	0.00	1.72

The property has a zoning of PUD and an overall density of 13.86
The underlying Land Use is Medium with a 6.5 to 12 DU/Acre.
There is a bonus program for 5 additonal units for a total of 17.
The site should qualify for the total bonus.

Existing and Proposed Land Use Tables

The following is a Land Use Table of the existing and the proposed design criteria for the PD:

Land Use Table

Parcel ID	Acreage
2416-504-0199-000-1	5.35 acres
2416-504-0199-050-6	7.75 acres
2416-504-0199-200-3	2.69 acres
Total	15.8 acres **15.66 acres Surveyed**
Existing Land Use	RM – Residential Medium
Proposed Land Use	RM – Residential Medium
Existing Zoning	PUD /PD
Proposed Zoning	PUD /PD
Adjacent Zoning	
North	R-4
South	OS-1
East	PUD /PD
West	C-1
FEMA Firm	12111C0187J
Flood Zone	X

	Existing	Proposed
Maximum Building Height	3 Story (35 Feet)	Residential 2 Story (24 Ft.) Commercial 3 Story (35 Ft)* *(Subject to Further Approval)
Property Set-back		
North		15 Feet
South		15 Feet
East		25 Feet
West		15 Feet
Building Separation	25 Feet	25 Feet
Open Space	20%	25% (Min.)
Parking		
Required	1.5 Spaces per unit (345)	1.5 Spaces per Unit (327)
Provided		1.71 Spaces per Unit (373)
HC Parking		
Required		2% (8)
Provided		11 %(44)

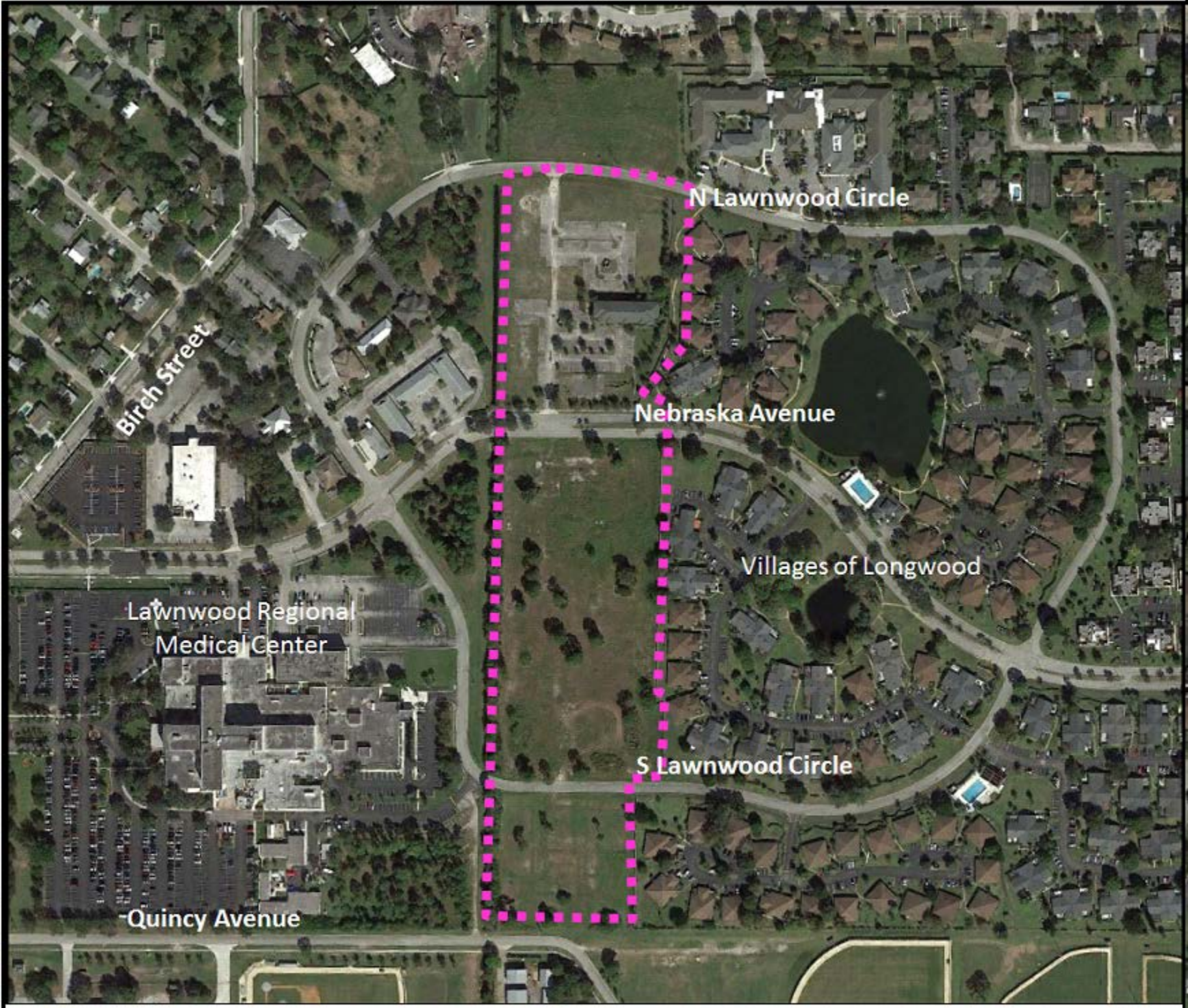
EXHIBIT C

Conditions of Approval

1) The property owner and/or applicant secure the necessary authorization and/or easements to complete the proposed off-site sidewalk connections;

2) The applicant adjusts the Site Plan to reflect the prospective enlargement of the central amenity structure.

3) The development of the southern parcel as a forty (40) unit ACLF/Memory Care facility is subject to the review and approval of a design review application pursuant to City Code Section 22-59. - Design subject to consideration by the Planning Board and City Commission.

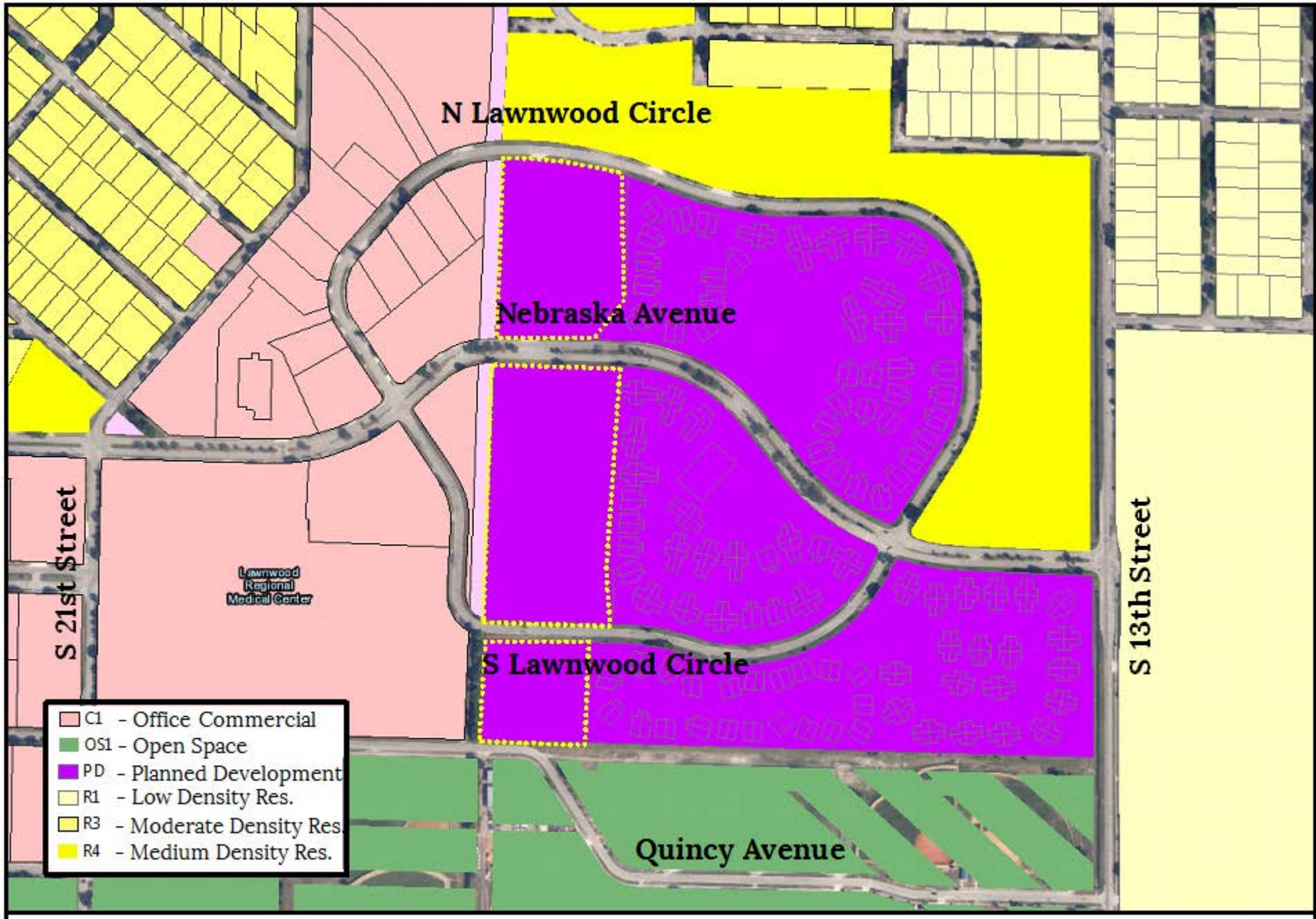


THE SUNRISE CITY
FORT PIERCE
Florida

Mayfair at Lawnwood – Aerial

1801 Nebraska Avenue

N
W
E
S



THE SUNRISE CITY FORT PIERCE Florida

Mayfair at Lawnwood – Zoning Map

1801 Nebraska Avenue

CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

DEVELOPMENT REVIEW

Property address or Location: South 23rd Street; Nebraska Avenue

Parcel ID #(s): 2416-504-0199-050-6; 2416-504-0199-000-1; 2416-504-0199-200-3

Project description: Proposed Apartment Project

Mayfair at Lawnwood Reph, LLC	Richard C. Wohlfarth, P.E. IBI Group (Florida) Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
780 N.W. 42nd Street, #400	2300 Maitland Center Parkway Suite 101
Street Address	Street Address
Miami, Florida 33126	Maitland, Florida 32751
City State Zip	City State Zip
305-569-5146	407-660-2120
Phone Number	Phone Number
emchugh@oceanbank.com	Rwohlfarth@ibigroup.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 28 day of Sept, 2015, by Carlos Scandino, VP REPH mgt. who is personally known to me or has produced _____ as identification.

Signature of Notary

ELSA MARIA CHOMAT
Notary Public - State of Florida
My Comm. Expires Mar 4, 2019
Commission # FF 174573
Bonded through National Notary Assn.

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

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

❑ DEVELOPMENT REVIEW

General Information

- ❑ Incomplete application packets cannot be accepted.
- ❑ Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type		
☑ Site Plan	❑ Conditional Use with New Const.	❑ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

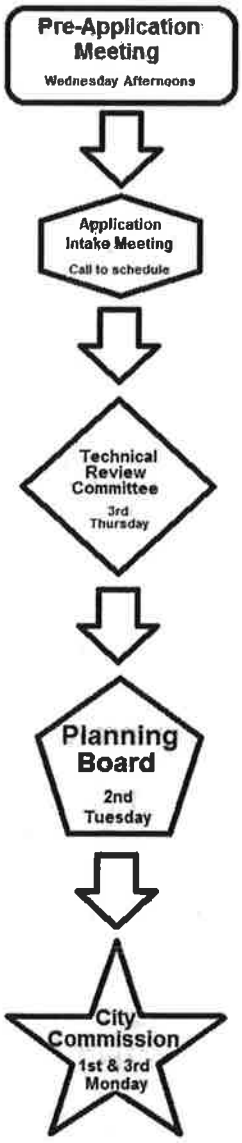
Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
VACANT	Sports Complex	Single Family (Duplex & 4-plex)	Lawnwood Regional Hospital

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- ❑ Complete notarized application
- ❑ Warranty Deed
- ❑ SLC Property Record Card
- ❑ Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- ❑ General location map (see Section 22-58.d.2)
- ❑ Survey (see Section 22-58.d.3)
- ❑ Site Plan (see Section 22-58.d.4)
- ❑ Landscaping Plan (see Section 22-187)
- ❑ Storm Drainage Plan (see Section 22-58.d.6)
- ❑ Environmental Impact Report
- ❑ Beach/Dune System protection plan, if applicable (see Section 22-58.d.7) NO NO
- ❑ Lighting Plan (see Section 22-58.d.8)
- ❑ Design Review submittals (see Design Review application)
- ❑ Traffic Impact Report
- ❑ Concurrency Review submittals (see Concurrency Review application)

MAYFAIR AT LAWNWOOD REPH, LLC

780 NW 42ND AVENUE

MIAMI, FLORIDA 33126

TO: City of Fort Pierce
St. Lucie County Fire District
South Florida Water Management District
St. Lucie County Health Department

RE: Mayfair at Lawnwood

On behalf of Mayfair at Lawnwood REPH, LLC, we hereby authorize IBI Group (Florida) Inc. to act as our agent relative to agency approvals and permits for the above referenced property and project.

Mayfair at Lawnwood REPH, LLC

By: _____ Carlos Sandino, VP 9/28/15

Signature Print Name Title Date

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 28 day of Sept., 2015 by Carlos Sandino, managing member of Mayfair a Lawnwood REPH, LLC, who is ~~personally~~ known/provided identification to me on behalf of Mayfair at Lawnwood REPH, LLC.

(Notary Seal or Stamp)

_____
Notary Public-State of Florida
Print Name:_____
My Commission Expires:_____

ELSA MARIA CHOMAT
Notary Public - State of Florida
My Comm. Expires Mar 4, 2019
Commission # FF 174573
Bonded through National Notary Assn.

Site Address: NEBRASKA AVE	Parcel ID: 2416-504-0199-000-1	Account #: 25681	Sec/Town/Range: 16/35S/40E
Map ID: 24/16N	Zoning: PUD	Use Type: 0300	Jurisdiction: Fort Pierce

Ownership

Mayfair At Lawnwood Reph LLC
780 NW 42nd AVE Ste 400
Miami, FL 33126

Legal Description

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT INT NLI NEBRASKA AV AND E LI S 19 ST (CANAL), TH N 1 25 E ALG E LI OF SD S 19 ST 582.85 TO S R/W LI OF N LAWNWOOD CIR, TH ELY ALG SD S R/W ON A CURVE CONCAVE SLY, DELTA 20 21 26, R OF 1189.24, ARC DIST 422.54, TH S 01 25 01 W 375.70 FT,TH S 30 59 45 W 183.44 FT TO N R/W LI NEBRASKA AV,TH N 89 28 42 W 327.66 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (5.43 AC) (OR 3116-1904)

Current Values

Just/Market:	$892,000	Assessed:	$892,000	Year	Just/Market	Assessed	Exemptions	Taxable
Exemptions:	$0	Taxable:	$892,000	2015	$892,000	$892,000	$0	$892,000
				2014	$818,400	$818,400	$0	$818,400
				2013	$832,700	$832,700	$0	$832,700

Historical Values 3-year

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
06-08-2009	3116 / 1904	0312	CT	Mayfair At Lawnwood LLLP,	$100
04-25-2005	2226 / 0001	02	WD	Max Ambach and Sons and Co,	$4,000,000
02-10-1994	0889 / 0927	01	QC	HCA REALTY INC	$100

Primary Building Information

Finished Area of this building: 12,540 SF
Gross Area of this building: 16,186 SF

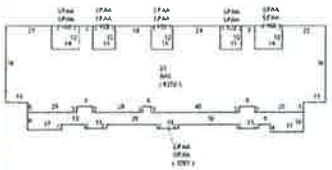
Exterior Data

View:	Roof Cover: Dim Shingle	Roof Structure: Hip	Building Type: APT
Year Built: 2008	Frame:	Grade: Y_C+	Effective Year: 2008
Primary Wall: CB Stucco	Story Height: 2 Story	No. Units: 10	Secondary Wall:

Interior Data

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





Total Areas

Finished/Under Air (SF):	12,540
Gross Area (SF):	16,186
Land Size (acres):	5.35
Land Size (SF):	233,046
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
CBSWall6"Blk	1	37	2007
ASP2 LOW	1	33403	2007
CEMENT CURB	1	940	2007
DOUBLE LIGHT	1	2	2008

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Site Address: S 23rd ST	Parcel ID: 2416-504-0199-050-6	Account #: 25685	Sec/Town/Range: 16/35S/40E
Map ID: 24/16N	Zoning: PUD	Use Type: 1000	Jurisdiction: Fort Pierce

Ownership

Mayfair At Lawnwood Reph LLC
780 NW 42nd Ave Ste 300
Miami, FL 33126

Legal Description

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG INT S R/W NEBRASKA AV AND E R/W S 19 ST (CANAL),TH RUN S 01 25 00 W ALG SD E R/W 837.73 FT TO N R/W OF S LAWNWOOD CIR, TH ELY ALG SD N R/W ON A CURVE CONC NLY DELTA 19 25 59, R OF 95 FT, ARC DIST 32.22 FT,TH S 89 28 42 E 385.02 FT,TH N 01 25 00 E 180 FT,TH N 89 28 42 W 20.04 FT,TH N 01 25 00 E 663.12 FT TO S R/W NEBRASKA AV,TH N 89 28 42 W ALG SD S R/W 395.42 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (7.75 AC) (OR 3116-1904)

Current Values

Just/Market:	$295,400	Assessed:	$181,170
Exemptions:	$0	Taxable:	$181,170

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2015	$295,400	$181,170	$0	$181,170
2014	$164,700	$164,700	$0	$164,700
2013	$164,700	$164,700	$0	$164,700

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
06-08-2009	3116 / 1904	0312	CT	Mayfair At Lawnwood LLLP,	$100
04-25-2005	2226 / 0001	02	WD	Max Ambach and Sons and Co,	$4,000,000
01-01-1987	0534 / 1575	02	CV		$625,500

Total Areas

Land Size (acres):	7.75
Land Size (SF):	337,590
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Site Address: S 23rd ST	Parcel ID: 2416-504-0199-200-3	Account #: 25688	Sec/Town/Range: 16/35S/40E
Map ID: 24/16S	Zoning: PUD	Use Type: 1000	Jurisdiction: Fort Pierce

Ownership

Mayfair At Lawnwood Reph LLC
780 NW 42nd Ave Ste 300
Miami, FL 33126

Legal Description

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT PT OF INT OF E LI OF S 19 ST CANAL AND LI DESC IN OR 83-343,TH CONT ELY ALG SD LI DESC IN OR 83-343 350 FT,TH N 01 25 E 330.54 FT TO S LI S LAWNWOOD CIR,TH WLY ON S R/W 350.17 FT,TH SLY 334 FT TO POB (2.69 AC) (OR 3116-1904)

Current Values

Just/Market:	$102,400	Assessed:	$74,030
Exemptions:	$0	Taxable:	$74,030

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2015	$102,400	$74,030	$0	$74,030
2014	$67,300	$67,300	$0	$67,300
2013	$67,300	$67,300	$0	$67,300

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
06-08-2009	3116 / 1904	0312	CT	Mayfair At Lawnwood LLLP,	$100
04-25-2005	2226 / 0001	02	WD	Max Ambach and Sons and Co,	$4,000,000
07-01-1983	0407 / 0023	02	CV		$684,400

Total Areas

Land Size (acres):	2.69
Land Size (SF):	117,016
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
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IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

OCEAN BANK, a Florida banking corporation,

Plaintiff,

v.

MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, ORIOLE HOMES CORP., a Florida corporation, EMERALD WESTERN DEVELOPMENT, LLC, a Florida limited liability company, DEJOHN LAWNWOOD, LLC., a Florida limited liability company, and BOYLE ENGINEERING CORPORATION, a California corporation,

Defendants.

CASE NO. : 08-001821-CA

/

AMENDED CERTIFICATE OF SALE

The undersigned Clerk of the Court certifies that Notice of Public Sale of the property described in the Summary Final Judgment of Foreclosure was published in the St. Lucie News Tribune, a newspaper circulated in St. Lucie Florida, in the manner shown by the Proof of Publication filed herein, and on June 8, 2009, the property was offered for public sale to the highest and best bidder for cash. The highest and best bid received for the property was submitted by Mayfair at Lawnwood Reph, LLC to whom the property was sold. The proceeds of the sale are retained for distribution in accordance with the Uniform Final Judgment of Mortgage Foreclosure.

WITNESS my hand and the seal of this Court on August 10, 2009.

JOSEPH E. SMITH

As Clerk, Circuit Court,
St. Lucie County, Florida

By: Patricia McPherson
As Deputy Clerk

cc: Niall T. McLachlan, Esq.
Frank P. Terzo, Esq.
David L. Rosendorf, Esq.

CIRCUIT CIVIL

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

OCEAN BANK, a Florida banking corporation,

Plaintiff,

v.

CASE NO. : 08-001821-CA

MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, ORIOLE HOMES CORP., a Florida corporation, EMERALD WESTERN DEVELOPMENT, LLC, a Florida limited liability company, DEJOHN LAWNWOOD, LLC., a Florida limited liability company, and BOYLE ENGINEERING CORPORATION, a California corporation,

Defendants.

_____/

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on June 8, 2009, 2009, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in St. Lucie County, Florida:

PARCEL 1:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION; THENCE RUN SOUTH 01°25' WEST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 839.34 FEET TO THE POINT OF BEGINNING (P.O.B.);

THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 582.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE

CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1189.24 FEET, AN ARC DISTANCE OF 414.43 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 82°58'44" EAST, AND A CHORD DISTANCE OF 412.34 FEET, THE LAST DESCRIBED COURSE BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE SOUTH 19TH STREET CANAL, 535.88 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 635 FEET, AN ARC DISTANCE OF 15.00 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 88°48'06" WEST AND A CHORD DISTANCE OF 15.00 FEET; THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 395.42 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE.

LESS THE FOLLOWING DESCRIBED PARCEL:

A PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH I 3TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTIONED CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH A CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH

39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 540.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THOUGH A CENTRAL ANGLE OF 1°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

PARCEL 2:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION; THENCE RUN SOUTH 01°25' WEST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 919.35 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN SOUTH 89°28'42" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE, SAID LINE BEING PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, A DISTANCE OF 396.67 FEET; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 663.12 FEET; THENCE RUN SOUTH 89°28'42" EAST PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 20.05 FEET; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 180.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 89°28'42" WEST PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 385.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 95 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'59", AN ARC DISTANCE OF 32.22 FEET TO THE EAST LINE OF THE SOUTH 19TH STREET CANAL, THE LAST (2) DESCRIBED COURSES BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 837.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION; THENCE RUN SOUTH 01°25' WEST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 2153.02 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 334.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 155 FEET, THROUGH A CENTRAL ANGLE OF 12°07'54", AN ARC DISTANCE OF 32.82 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF SOUTH 83°24'45" EAST AND A CHORD DISTANCE OF 32.76 FEET; THENCE RUN SOUTH 89°28'42" EAST PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 317.37 FEET, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 330.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE; THENCE RUN NORTH 89°28'42" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 350 FEET TO THE POINT OF BEGINNING.

was sold to: MAYFAIR AT LAWNWOOD REPH, LLC, 780 NW 42nd Ave., Ste. 300, Miami, FL 33126

Witness my hand and seal of the Court this 10th day of August, 2009.

JOSEPH E. SMITH
As Clerk, Circuit Court,
St. Lucie County, Florida

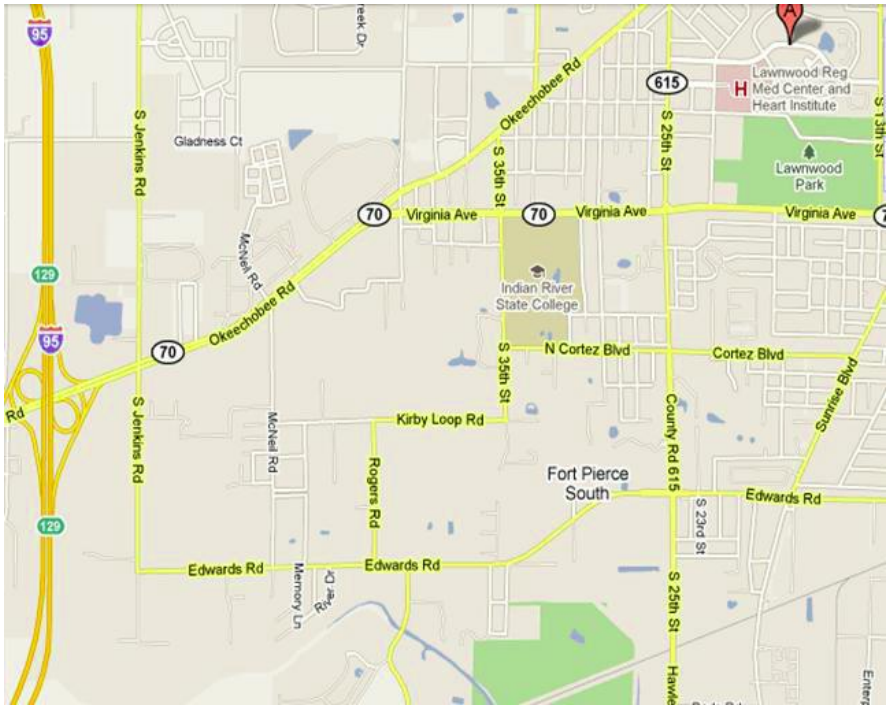
Patricia McPherson
As Deputy Clerk

cc: Niall T. McLachlan, Esq.
Frank P. Terzo, Esq.
David L. Rosendorf, Esq.

PROJECT NARRATIVE
MAYFAIR AT LAWNWOOD

Introduction

The Mayfair at Lawnwood Project is located in the City of Ft. Pierce, St. Lucie, Florida. The property is located south of Okeechobee Road (SR 70) adjacent to the Lawnwood Regional Medical Center. The site is north of Virginia Avenue. Indian River State College and the St. Lucie County Administration Building are located along Virginia Avenue less than 1 mile from the site. These three major facilities provide potential purchasers of the units. The site is located midway between I-95, 2 miles to the west and US-1. This location is in one of the better neighborhoods of Ft. Pierce and provides a site that will meet the needs of the residents working in the immediate area. The location map to the left shows the site, road network and some of the facilities.



The project zoning is PUD/PD

The utilities for the project are extended to the site and no off-site costs are anticipated. In addition, based on a preliminary site inspection the infrastructure is nearly completed

Previously Approved

The project is comprised of 3 parcels. The following is a table that details the three parcels:

Parcel	Parcel ID Number	Land Size (Acres)	Number of Buildings	Units
North Parcel		5.43	7	70
Middle Parcel		7.75	11	110
South Parcel		2.69	4	40
		15.87	22	220

*** Surveyed Size of 15.66 acres**

The above information is based on the St Lucie County Property Appraiser.

The property was started in 2005 and the majority of the work was done in 2005 to 2007. The original developer was Oriole Homes. The engineer was LBFH. The architect was Jackson Kirtchner. Based on a preliminary inspection the north parcel is fully developed with the infrastructure completed including the parking lot. It appears that the pavement is in reasonable shape. The second lift of asphalt will be required. In addition, 1 of the 7 buildings has been completed and the units are in very good shape.



The middle parcel is the largest of the three with over 7.75 acres and building pads for 110 units. Based on an initial review very little of the infrastructure for the middle parcel has been installed

The southern parcel is the smallest parcel. This parcel is 2.69 acres and building pads for 40 units. Based on an initial review and a survey of the property all of the infrastructure, less pavement is installed.

The aerial above shows the three parcels. The north parcel is at the top of the aerial.

Based on a review of the site plan all the buildings are identical. The building mix is:

1 Bedroom/1.5 Bath	2 Units/ Building	44 Units
2 Bedroom/2 Bath	4 Units/Building	88 Units
3 Bedroom/2 Bath	4 Units/Building	88 Units
Total		220 Units

The units are large and range from slightly less than 1,000 Square Feet to 1,700 Square Feet. Each building is 12,500 Square Feet in Size.

The aerial over lay to the right shows the parking areas and building 22 building pads for the proposed project.

A copy of the existing Site plan is attached as Figure 1.



Existing Building



The picture to the left shows the existing building. This 10 unit building is move in ready and has been fully maintained by the seller over the past 5 years.

Justification

The property already has a zoning designation of PUD. This project was approved in 2005 for a total of 220 residential units. The project was partially constructed and with a large portion of the infrastructure installed and 1 of the buildings constructed. This project has been in this condition since it was abandoned in 2010/2011. The principal justification for PUD is that the zoning exist on the property and the purpose of this amendment is to modify the master plan, change the conditions of approval and to add units to the project. A copy of the letter from the City approving the Site Plan Review for a Preliminary and Final Planned Unit Development Plan is attached.

The concept of PUD zoning is to provide a classification that will allow flexibility to more traditional zoning. These provisions were followed when the property was approved. Based on those approval a substantial amount of money was invested to construct the infrastructure and to build one of the buildings.
The photographs attached are of the existing building. This building is located on the northern property.

Current Plan

The current site plan shows 218 dwelling units ~~and~~ Residential, ACLF, Memory Care/Medical, Parking or Open Space use on the Southern Property. Based on the allowable 223 units the density is 14.7. This includes the 12 units per acre plus a portion of the bonus of 5 units per acre. All of the units will be 1 and 2 bedrooms. The property is located near a transit stop. This is shown on the transit map provided in the original submission. The additional density is justified by having smaller units, limiting the site to 1 and 2 bedroom units, being near a transit stop less than ¼ mile, and being an infill parcel.

The surrounding area is a transition from single/multi-family to institution. The area to the East is an established residential area with Single Family and Multi-Family Units. Many of these units have become Rental Units. The area to the West is a Regional Hospital and Medical Offices. The area to the South is a Regional Recreation area and the area to the North is vacant, with similar Land Uses to the subject Property. The proposed Use provides the transition from Residential to Institutional.

The demand for Rental Units have grown in recent years. The employment for the Regional Hospital, City and County administration offices, School Board Offices, Police and Fire, Higher Education do not have adequate and close opportunities for quality Rental Units. The proposed project will provide these units in close proximity to these potential residents.

The Land Use Comprehensive policy 1.1.5 provides for a density bonus of 5 DU/Acre. This project is within ¼ of a mile of a transit stop and will provide necessary rental housing to major employers already located on the Bus Route. It is an extension of previously granted density bonus. It is important to state

that the previously granted credits were relied on a substantial construction completion utilizing these density bonuses.

The property is located just north of a major recreation center. This center provides Active Recreation for the area. The proposed project will also have on-site recreation including a pool and cabana, BBQ pits with tables, a dog walking area and connecting walkways.

The location of this project provides a close alternative to major employment. The close proximity to a transit stop that services the majority of these employment centers will reduce the need for individual cars. With a significant employment base within walking distance the project will provide alternative housing that would allow the residents to walk to work. The proposed project will provide adequate walkways to the Regional Hospital and Bus Stop.

The Comprehensive Plan promotes development to increase the Tax Base and provide needed housing for existing and prospective residents. The proposed project meets that goal by increasing the value of the property with the construction of the proposed rental units. The proposed project if fully approved would add 218 units with a value of over $100,000.00 per unit or $21,800,000.00 in value. In addition, the potential increase in property values for the southern property could add an additional 3 to 5 million dollars. This increase will provide a substantial increase in the taxable base for the City.

As mentioned above the principal justification for the approval of the master plan is that the zoning exist. This is a modification to an expired master plan. The original developer, utilizing this zoning, made a significant investment to the property. The limited residential development in the city can be enhanced by this development. The close proximity to the major employers in the City and the location of the existing bus stop make this an attractive alternative to housing for many of the City existing and potential residents, and the significant increase in the tax base. It is for these reasons that the projects proposed plan is justified.

Existing and Proposed Land Use Tables

The following is a Land Use Table of the existing and the proposed design criteria for the PUD:

Land Use Table

Parcel ID	Acreage
2416-504-0199-000-1	5.35 acres
2416-504-0199-050-6	7.75 acres
2416-504-0199-200-3	2.69 acres
Total	15.8 acres* **15.66 acres Surveyed**
Existing Land Use	RM – Residential Medium
Proposed Land Use	RM – Residential Medium
Existing Zoning	PUD /PD
Proposed Zoning	PUD /PD
Adjacent Zoning	
North	R-4
South	OS-1
East	PUD /PD
West	C-1
FEMA Firm	12111C0187J
Flood Zone	X

	Existing	Proposed
Maximum Building Height	3 Story (35 Feet)	Residential 2 Story (24 Ft.) Commercial 3 Story (35 Ft)* *(Subject to Further Approval)
Property Set-back		
North		15 Feet
South		15 Feet
East		25 Feet
West		15 Feet
Building Separation	25 Feet	25 Feet
Open Space	20%	25% (Min.)
Parking		
Required	1.5 Spaces per unit (345)	1.5 Spaces per Unit (327)
Provided		1.71 Spaces per Unit (373)
HC Parking		
Required		2% (8)
Provided		11 %(44)

Development of the Southern Parcel

The development of the Mayfair property is based on the density of the property including the bonus density. Based on the analysis the allowable density is 223 residential units. This is based on the applying the ¼ mile distances to the % of the property and adding the 5 DU/Acre bonus. Based on the 187.92 units and the 35.25 units a total of 223 units are permitted to be constructed on the 3 parcels. The current plan being considered is as follows:

- North Parcel 86 Units
- Middle Parcel 132 Units
- South Parcel Other Uses
- **Total** **218 Units**

The plan is to construct units on the North and Middle parcel (218 Units). This would allow an additional 5 Units that could be constructed on the South Parcel.

The proposal is to construct the North two parcels with the residential units as shown on the PD plan that has been submitted. The South Parcel would be considered for construction of the following:

<u>Authorized Uses:</u> The following uses considered require application for Design Review for approval:

Residential Maximum number of units without reducing the units in the North or Middle parcel is 5. In the event that all of the 218 units are not constructed on the North and South parcels then the excess units up to the 223 units can be constructed on the southern parcel.

ACLF/Memory Care The number of beds permitted on the property can be equated to 8 beds per unit or 40 beds. The use for the site would be restricted to the 40 beds unless there is an additional transfer of units from the North or Middle parcel. The 25 foot buffer, including the 6' buffer wall and landscaping will be constructed as part of the ACLF. The 25' Buffer will be constructed in the initial 3 months of the construction of the improvements.

Open Space The Southern Parcel may be used to increase the Open Space for the adjacent property. The increase in the open space will permit the construction of impervious improvements on the adjacent property. The use of the southern parcel to increase the open space for the adjacent property will require the southern property to be put in to a conservation easement. The use of the property will still require the site to have a 25 ft. buffer along the eastern edge. If during the planning stage the need to construct a 6' high wall is unnecessary, then it can be eliminated.

<u>Uses Requiring Major Amendment PD:</u> The following uses considered would require the filing of a Major Amendment to the PD, Development Plan prior to further consideration for approval:

Medical Limited Commercial Office and Support Facilities that complement the facilities that are concentrated around the Lawnwood Regional Medical Facility. The development on the South Parcel would be limited to:

- 30,000 Square Feet of building area with a FAR under .3.
- 2 Stories or 30 Feet in Height.
- Minimum Setback to building and Parking of 25 Feet, The Proposed 25 Buffer as previously required to be constructed along the Eastern Property Line. A 6' High Panel Wall constructed of Concrete to be constructed along the Eastern Property Line. (Timing of wall construction? From other segments, it suggests that it would be deferred until further development)
- The Medical use shall follow the appropriate City Code in the design and development of the site

.

- The proposed project will be in accordance with Figure 6.

Parking Limited Commercial Parking to support the demands generated by the Lawnwood Regional Medical Center. The development of the parking lot would require a 25' buffer along the eastern property line. The Proposed 25 Buffer as previously required to be constructed along the Eastern Property Line. A 6' High Panel Wall constructed of concrete to be constructed along the Eastern Property Line.

The Site Lighting would be limited, so that the allowable foot-candle at the eastern property line will be limited to .2 ft. candles.

The Parking lot shall be construed to meet all of the requirements as outlined in the City Code. All portions of the code including landscape, irrigation, buffers required will need to be followed in the design of the parking area. The approval of the use of the parking lot will need to be approved by the TRC.

The proposed project will be in accordance with Figure 7.

Architecture

The intent is to develop the new buildings for the rental portion of the project utilizing the same architectural style of the initial building constructed on the site. Figures 3, 4 and 5 are color elevations of the proposed buildings

Rental vs. Owner Occupied

When we first looked at the project we considered the building a condominium building or a for sale project. After we did our research we found that it would be impractical to do a condominium project since the value of units in the surrounding area is depressed. In order to see if there has been a change we have done some research and looked at what units are on the market. I have attached a copy of that analysis. Based on the research we find that the average unit is selling for slightly over $40.00 per square feet. Since the construction cost plus land and infrastructure is over $95.00 per square feet you can see that it is totally impractical to construct this project as a for sale project.

We also did a review of the units to the east that have homestead exemptions filed. I have attached a plan that shows the units that do and do not have homestead exemptions. The units that have been colored HAVE homestead exemptions. The ones that HAVE NOT been colored do not have homestead exemptions. I have also attached a table that identifies the number and percentages. As you can see 46% of the units do not have homestead exemptions. While this is not a complete analysis to show the number of "RENTAL" units it is a strong indication that the units are either rental or used seasonally by the owners.

The property is close to the existing transit line, right at ¼ of a mile, next door to 1,600 employees of HCA, close to many office buildings with employees. We have designed the project with professional and potentially shared units. This is the reasoning for the predominately 1 and 2 bedroom units. We have also reduced the sizes to allow us to upgrade the units and still provide reasonable rates to attract the professionals in the Hospital, State College, City and County employees, and School Board Employees that will be able to take advantage of the location and the proximity to the existing transit system.

Pedestrian Circulation

I have attached a plan showing the existing, proposed and on-site side walk plans. The plans shows the interconnection to the existing system and some enhancements that we can make to complete the system. As we discussed we proposed to construct sidewalks on a minimum of one side of any adjacent street. Where there is existing walkways on the opposite side we would also construct sidewalk on that side. Where there are No walkways to the east or west we would proposed to construct sidewalks off our property to complete the network. We are fully commit to construct the number of feet of sidewalk required to have sidewalks on all adjacent streets to the property. We would like to work with the staff to identify a complete plan to service this project and the surrounding area.

Traffic

The traffic impact of the proposed project is based on the original proposal for the development of 266 Apartments. Based on the study the impact of the 1,769 Average Daily Trips and 165 PM Peak Hour trips did not adversely impact the project will operate at satisfactory level of service. The current proposal is for the development of 218 units on the north and center parcel. Based on ITE code 220 the revised project will generate 1450 Average Daily Trips and 135 PM Peak hour trips. The southern parcel has various options.

The memory Care Unit traffic is based on ITE Code 255. This option adds 96 ADT and 6.8 Peak Hour Trips. This option generates less trips than was indicated in the traffic study.

The Office option is based on ITE Code 720. The 30,000 SF building generates 1,089 ADT and 107 PM Peak Hour Trips. In order to construct this option an updated traffic study would be required as part of the amendment to justify the use.

Phasing

The approval of the plans by the City Commission for the PD and Master Plan will start the phasing of the project. This PD approval is referenced as the "Plan Approval".

The project will be developed into multiple phases. Phase 1 includes the north parcel and will have 10 existing and 76 additional units for a total of 86 units. The initial phase will start with the cleaning of the site, improving the landscaping and the renting of the exiting units. The marketing of the units will commence immediately upon the Plan Approval and it is anticipate that the building plans will be submitted for permit within 6 months of the Plan Approval. The initial phase of new building construction will start within 12 to 18 months after the Plan Approval and be constructed in 2-3 years. The entire time of phase 1 is 3-4 years from the plan approval.

The 2nd phase includes the middle parcel and is dependent on the success of renting the northern parcel. The 2nd phase could start in as little as 2 years after the Plan Approval and be completed in 3-4 years. It is anticipated that the 2nd phase will be completed in 6-7 years after the Plan Approval.

The last phase is not dependent on the first two phases and will be marketed separately of the initial two phases. It is anticipated that the 3rd phase can be done in the same timeframe of 6-7 years.

The above phasing plan is the extreme time needed to develop the property and it is anticipated that the phases will be completed prior to the dates outlined above.

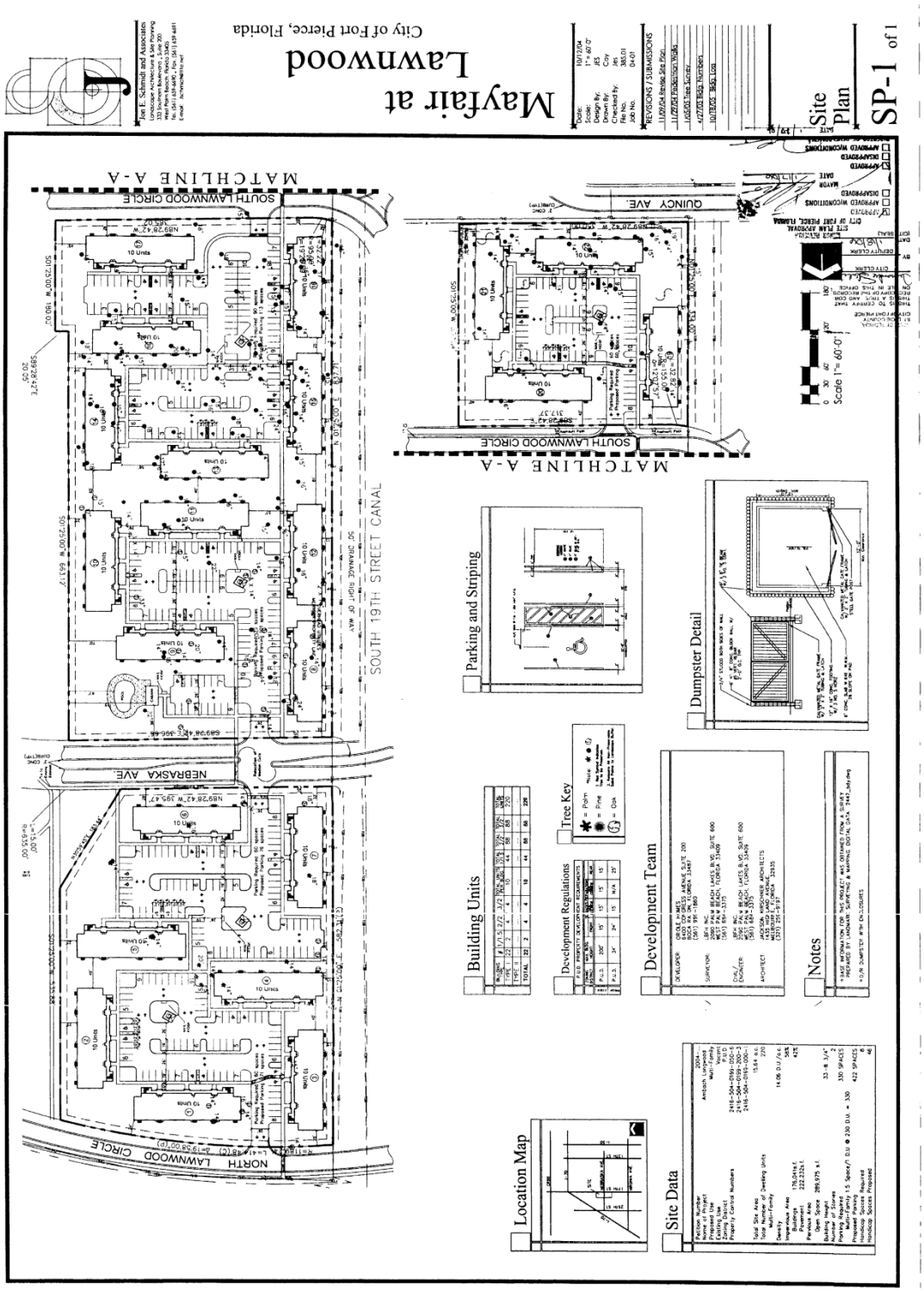


Figure 1 - Current and Approved Site Plan

Previously Approved/Expired

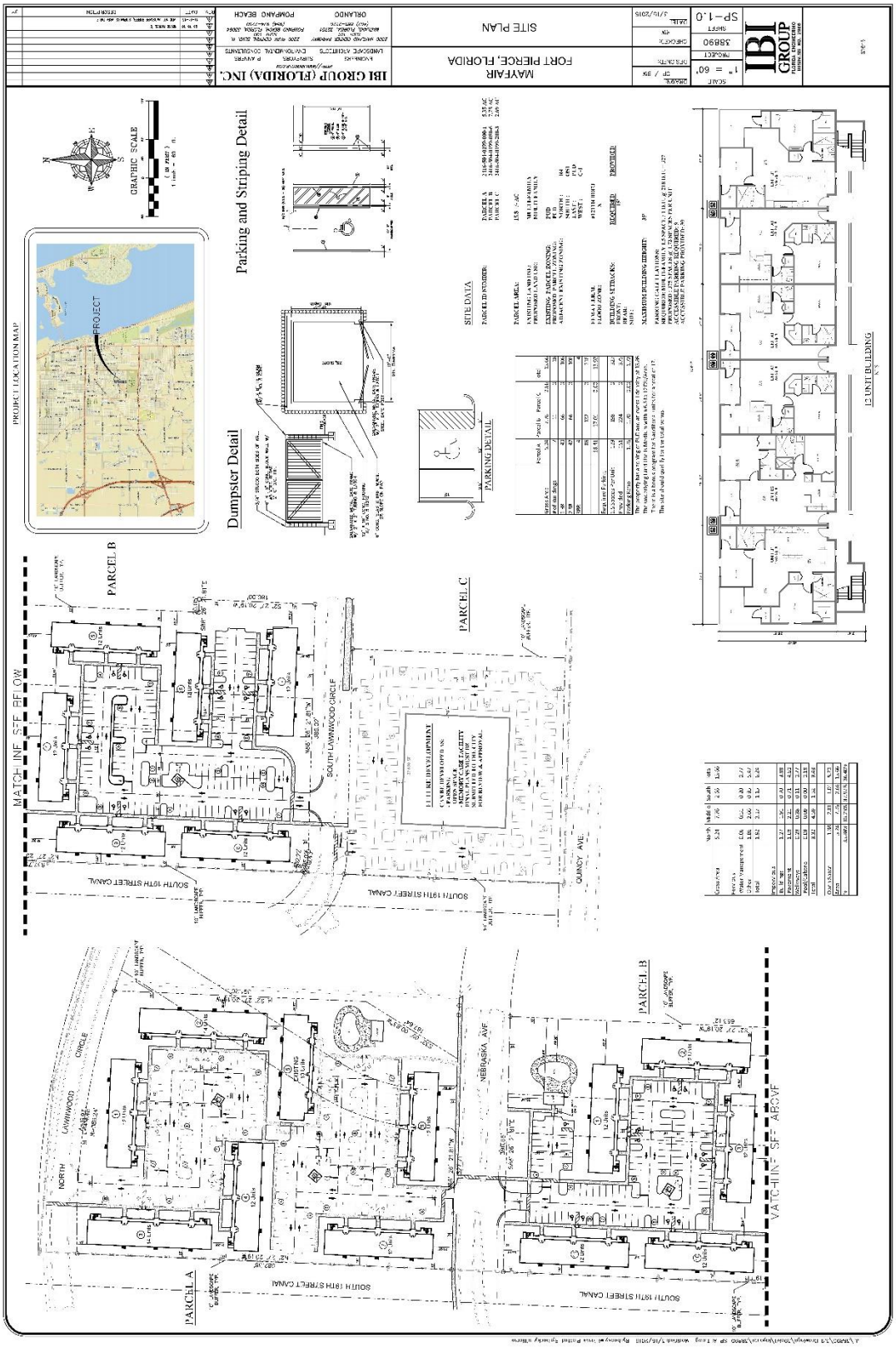


Figure 2 Proposed Site Plan



Fran Bankim

Figure 3 Front Elevation



Figure 4 Rear Elevation



Figure 5 Side Elevations

- **Proposed Building Elevations Building**
- **Existing Structure**
- **Site Development Plans**
- **Landscape Plans (Overall Site & Individual Building)**
- **Proposed Sidewalk Plan**
- **Neighboring Densities & Occupancy - Maps & Data**
- **Transit Bus Routes**
- **Capacity Analysis & Traffic Study**

- **Proposed Building Elevations Building**



Front Elevation

Fran Bankim



Rear Elevation


Left Side Elevation
Right Side Elevation

➢ Existing Structure

Mayfair at Lawnwood

Photographs – Exterior









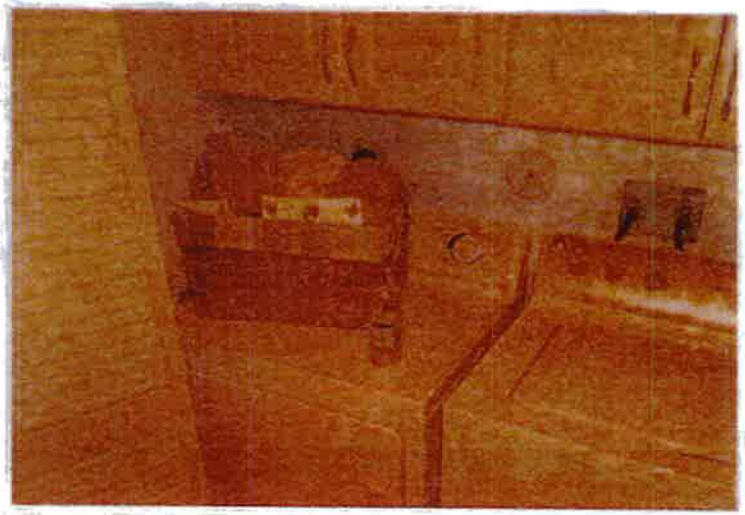
Mayfair at Lawnwood

Photographs – Interior Model









➢ Site Development Plans

Overall Site Plan
Preliminary Paving & Drainage

MAYFAIR AT LAWNWOOD

CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

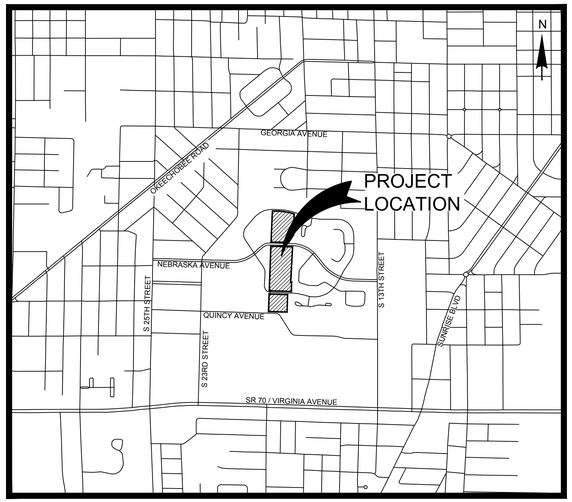
PROJECT TEAM

OWNER
MAYFAIR AT LAWNWOOD REPH, LLC
ATTN: ELIZABETH A. McHUGH
780 N.W. 42ND AVENUE
MIAMI, FLORIDA 33126
PHONE: (305) 569-5146
EMAIL: EMCHUGH@OCEANBANK.COM

SURVEYOR
IBI GROUP (FLORIDA) INC.
SURVEYOR: WILSON E. WAY, PLS
2300 MAITLAND CENTER PARKWAY
SUITE 101
MAITLAND, FL 32751
PHONE: (407) 660-2120
FAX: (407) 875-8308
EMAIL: WILSON.WAY@IBIGROUP.COM

CIVIL ENGINEER
IBI GROUP (FLORIDA) INC.
ENGINEER: RICHARD C. WOHLFARTH, P.E.
2300 MAITLAND CENTER PARKWAY
SUITE 101
MAITLAND, FL 32751
PHONE: (407) 660-2120
FAX: (407) 875-8308
EMAIL: RWOHLFARTH@IBIGROUP.COM

ARCHITECT
IBI GROUP (FLORIDA) INC.
ARCHITECT: JOE GEROUX
2300 MAITLAND CENTER PARKWAY
SUITE 101
MAITLAND, FL 32751
PHONE: (407) 660-2120
FAX: (407) 875-8308
EMAIL: JOEGEROUX@IBIGROUP.COM



LOCATION MAP

SCALE: NOT TO SCALE

LEGAL DESCRIPTION:

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT INT NLI NEBRASKA AV AND E LI S 19 ST (CANAL), TH N 1 25 E ALG E LI OF SD S 19 ST 582.85 TO S R/W LI OF N LAWNWOOD CIR, TH ELY ALG SD S R/W ON A CURVE CONCAVE SLY, DELTA 20 21 26, R OF 1189.24, ARC DIST 422.54, TH S 01 25 01 W 375.70 FT,TH S 30 59 45 W 183.44 FT TO N R/W LI NEBRASKA AV,TH N 89 28 42 W 327.66 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (5.43 AC) (OR 3116-1904)

AND

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG INT S R/W NEBRASKA AV AND E R/W S 19 ST (CANAL),TH RUN S 01 25 00 W ALG SD E R/W 837.73 FT TO N R/W OF S LAWNWOOD CIR, TH ELY ALG SD N R/W ON A CURVE CONC NLY DELTA 19 25 59, R OF 95 FT, ARC DIST 32.22 FT,TH S 89 28 42 E 385.02 FT,TH N 01 25 00 E 180 FT,TH N 89 28 42 W 20.04 FT,TH N 01 25 00 E 663.12 FT TO S R/W NEBRASKA AV,TH N 89 28 42 W ALG SD S R/W 395.42 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (7.75 AC) (OR 3116-1904)

AND

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT PT OF INT OF E LI OF S 19 ST CANAL AND LI DESC IN OR 83-343,TH CONT ELY ALG SD LI DESC IN OR 83-343 350 FT,TH N 01 25 E 330.54 FT TO S LI S LAWNWOOD CIR,TH WLY ON S R/W 350.17 FT,TH SLY 334 FT TO POB (2.69 AC) (OR 3116-1904)

DRAWING INDEX

SP-1.0	PRELIMINARY SITE PLAN
PGD-1.0	PAVING, GRADING AND DRAINAGE PLAN
PGD-1.1	PAVING, GRADING AND DRAINAGE PLAN
PGD-1.2	PAVING, GRADING AND DRAINAGE PLAN
PGD-1.3	PAVING, GRADING AND DRAINAGE PLAN
PGD-2.0	PAVING, GRADING AND DRAINAGE DETAILS
PGD-2.1	PAVING, GRADING AND DRAINAGE DETAILS
WS-1.0	WATER AND SEWER PLAN
WS-1.1	WATER AND SEWER PLAN
WS-1.2	WATER AND SEWER PLAN
WS-1.3	WATER AND SEWER PLAN
WS-2.0	WATER AND SEWER DETAILS
WS-2.1	WATER AND SEWER DETAILS
WS-2.2	WATER AND SEWER DETAILS
LA-1.0	LANDSCAPE PLAN
LA-1.1	LANDSCAPE PLAN
LA-1.2	LANDSCAPE PLAN
LA-1.3	LANDSCAPE PLAN
LA-2.0	LANDSCAPE DETAILS AND NOTES
LA-2.1	LANDSCAPE TYPICALS
LA-2.2	LANDSCAPE TYPICALS
1 0F 2	SURVEY
2 OF 2	SURVEY



48 HOURS BEFORE DIGGING
CALL TOLL FREE
811 or 1-800-432-4770
SUNSHINE STATE ONE CALL CENTER

ENGINEER'S PROJECT NO. 38890

J:\38890\5.9 Drawings\59civil\layouts\38890-COV.dwg Cover Mar 16, 2016-10:52am becky.williams;

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LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA, 33064 (954) 974-2200
2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA, 32751 (407) 660-2120
ENGINEER'S CERT. OF AUTH. #2966 LANDSCAPE LC #26000270 SURVEYOR'S AC #LB5610

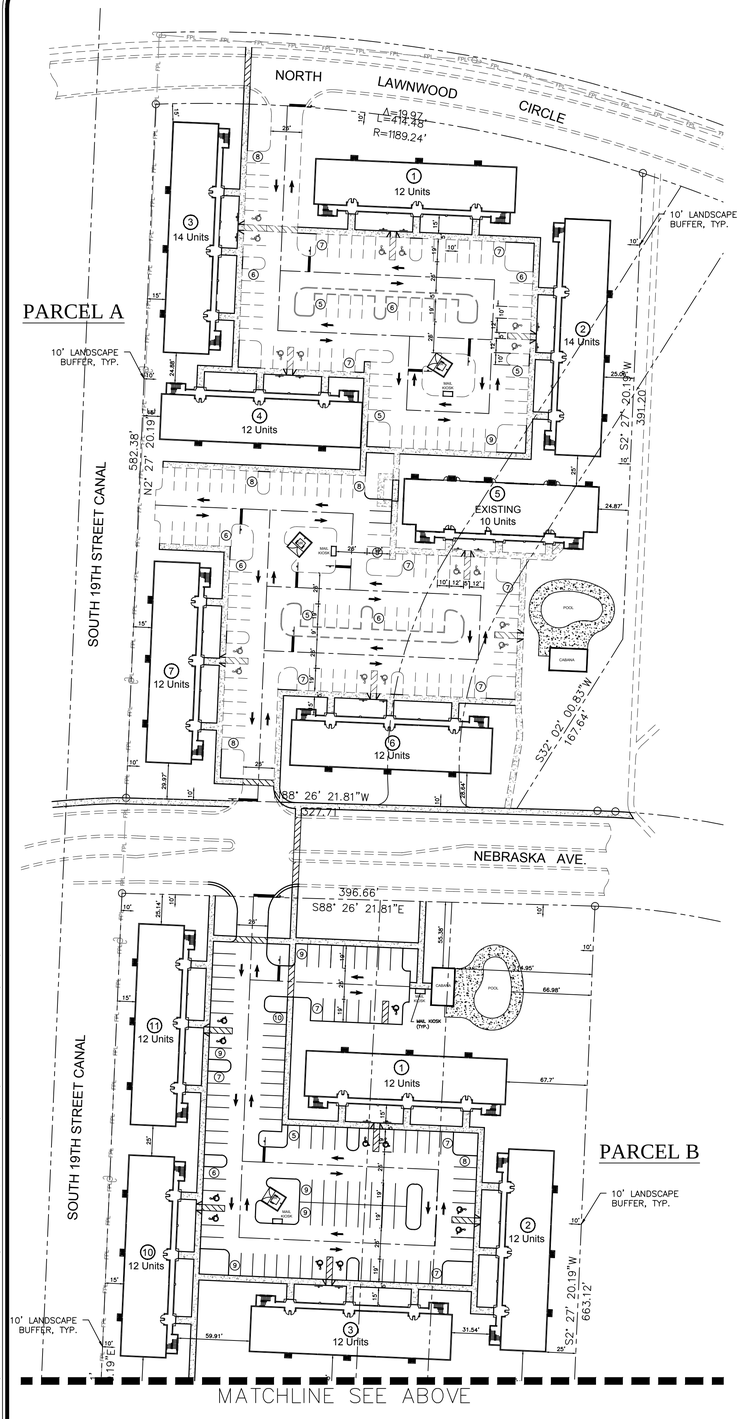
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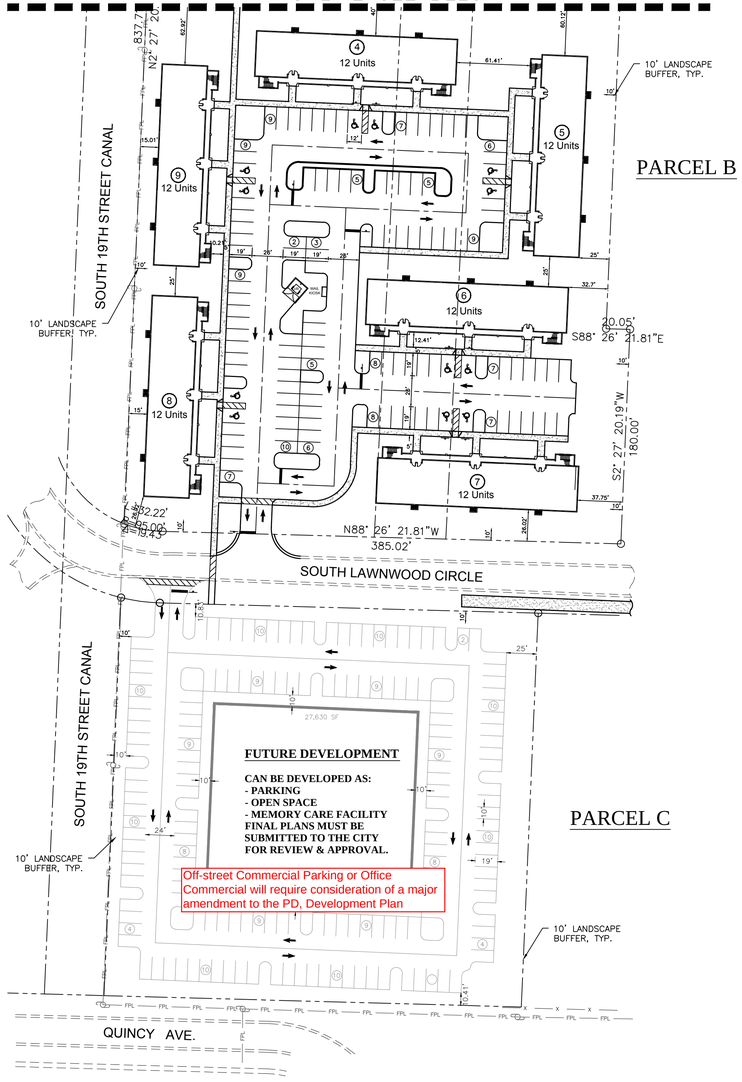
AGENCY	PERMIT TYPE	DATE APPROVED	APPROVAL NO.	EXPIRATION DATE

REV.	DATE	DESCRIPTION	REV.
1	3-16-16	REVISE PARCEL 3 (SOUTHERN MOST PARCEL)	
2			
3			
4			
5			
6			
7			
8			
9			
10			

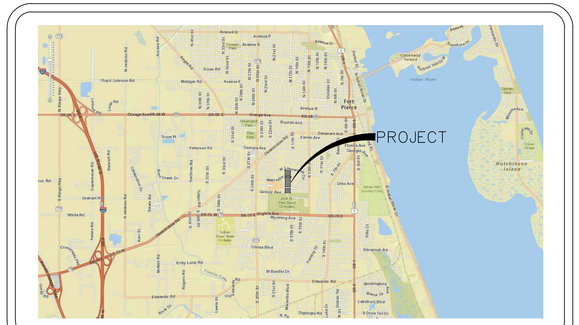
NOT FOR CONSTRUCTION

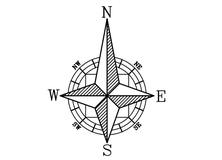
NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SEAL OF RICHARD C. WOHLFARTH, FLORIDA P.E. #XXXXX FOR THE FIRM.





PROJECT LOCATION MAP



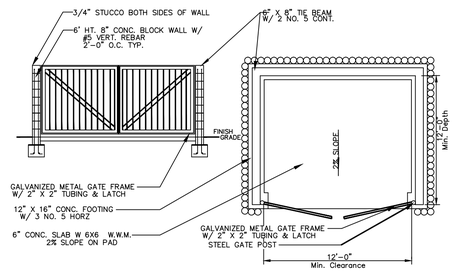


GRAPHIC SCALE

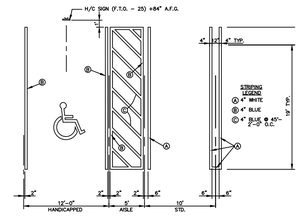
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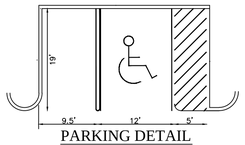
(IN FEET)
1 inch = 60 ft.

Dumpster Detail



Parking and Striping Detail





PARKING DETAIL

	Parcel A	Parcel B	Parcel C	Total
Gross Area	5.24	7.76	2.66	15.66
# of Buildings	7	11	0	18
1 BR	40	66	0	106
2 BR	42	66	0	108
3BR	4			4
	86	132	0	218
	16.41	17.01	0.00	13.92
Required Parking				
1.5 Spaces Per Unit	129	198	0	327
Provided	151	224	0	375
Parking Ratio	1.76	1.70	0.00	1.72

The property has a zoning of PUD and an overall density of 13.86
The underlying Land Use is Medium with a 6.5 to 12 DU/Acre.
There is a bonus program for 5 additonal units for a total of 17.
The site should qualify for the total bonus.

	North	Middle	South	Total
Gross Area	5.24	7.76	2.66	15.66
Pervious				
Water Management	0.06	0.51	0.20	0.77
Other	1.86	2.66	0.95	5.47
Total	1.92	3.17	1.15	6.24
Impervious				
Buildings	1.27	1.91	0.70	3.88
Pavement	1.68	2.21	0.71	4.60
Walkways	0.28	0.38	0.11	0.77
Pool/Cabana	0.09	0.09	0.00	0.18
Total	3.32	4.59	1.52	9.43
Open Space	1.88	2.81	1.01	5.70
Area	5.24	7.76	2.66	15.66
%	35.84%	36.25%	37.97%	36.40%

SITE DATA

PARCEL ID NUMBER:

PARCEL A	2416-504-0199-000-1	5.35 AC
PARCEL B	2416-504-0199-050-6	7.75 AC
PARCEL C	2416-504-0199-200-3	2.69 AC

PARCEL AREA: 15.8 +/- AC

EXISTING LAND USE: MULTI-FAMILY
PROPOSED LAND USE: MULTI-FAMILY

EXISTING PARCEL ZONING: PUD
PROPOSED PARCEL ZONING: PUD
ADJACENT EXISTING ZONING:
NORTH : R4
SOUTH : OS1
EAST : PUD
WEST : C-1

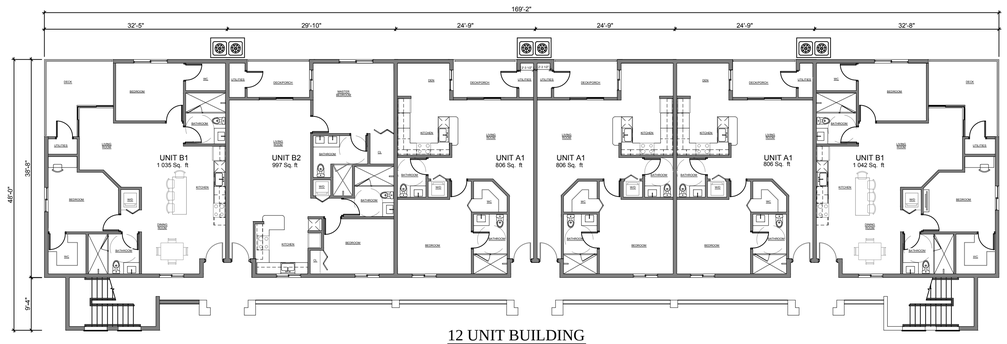
FEMA F.I.R.M. #12111C0187J
FLOOD ZONE: X

BUILDING SETBACKS:

	REQUIRED	PROVIDED
FRONT:	15'	
REAR:		
SIDE:		

MAXIMUM BUILDING HEIGHT: 35'

PARKING CALCULATIONS:
REQUIRED: MULTI-FAMILY 1.5 SPACE / 1 D.U. @ 218 D.U. = 327
PROPOSED : 375 SPACES @ 1.72 SPACES PER UNIT
ACCESSIBLE PARKING REQUIRED: 9
ACCESSIBLE PARKING PROVIDED: 39



12 UNIT BUILDING
NTS

REV.	DATE	DESCRIPTION	BY
	03-15-16	ROSE PARCEL "C"	
	11-24-15	ADD 10' LANDSCAPE BUFFER, SIDEWALKS, AREA TABLE	

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ENGINEERS PLANNERS
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ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

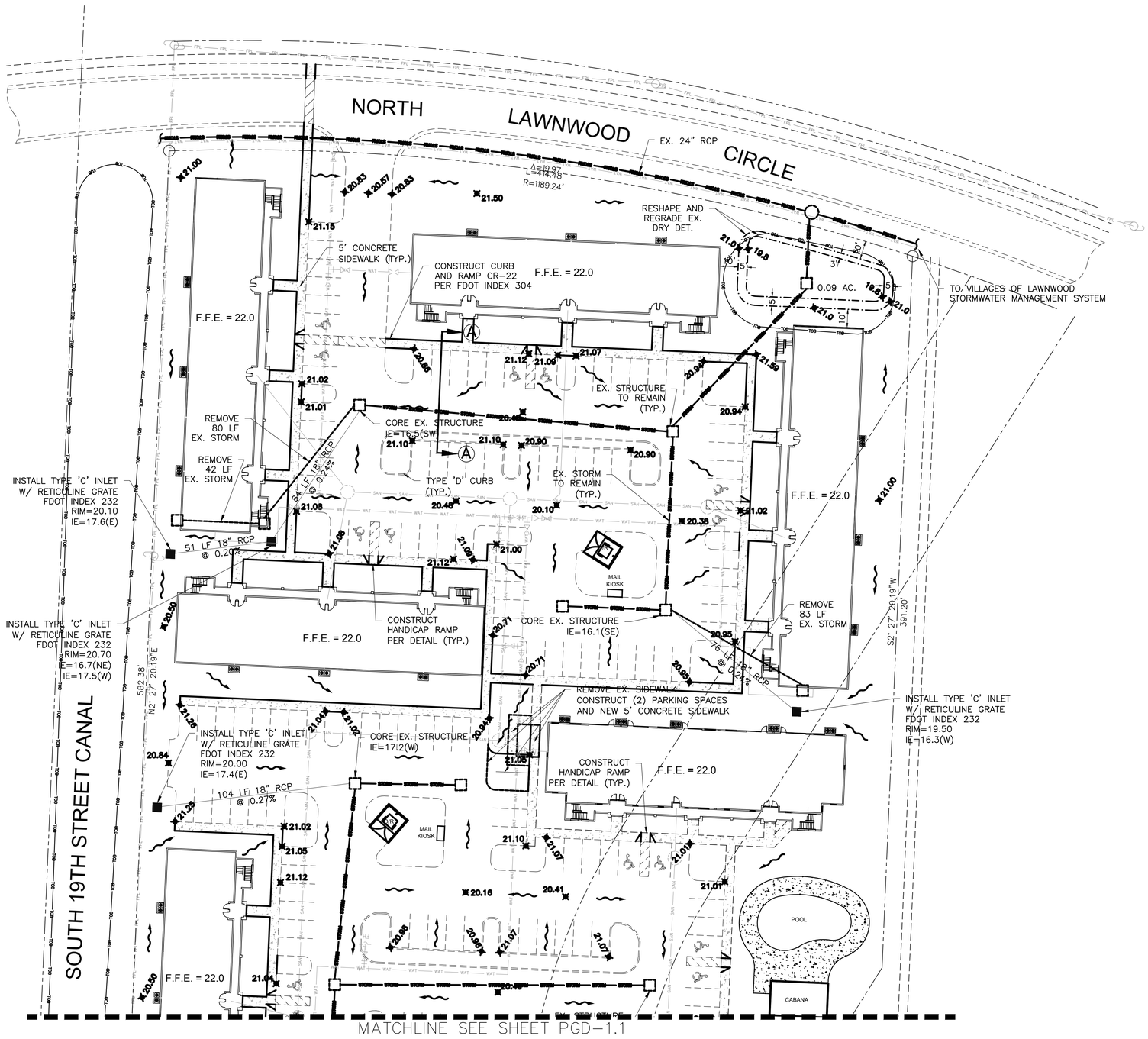
SITE PLAN

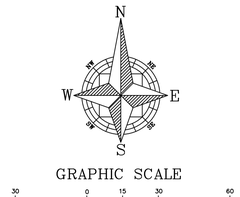
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DESIGNED:
CHECKED: RW
DATE: 3/15/2016
SCALE: 1" = 60'
PROJECT: 38890
SHEET: SP-1.0

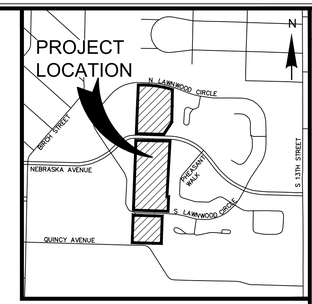
IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

3/16/16

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LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- WAT — EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- SAN — EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- XX LF X" RCP @ X.XX% — PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

NO.	DESCRIPTION	DATE	BY

IBI GROUP (FLORIDA) INC.
ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS ENVIRONMENTAL CONSULTANTS
2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 647-1626
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FL 33064 (954) 788-3400
HTTP://WWW.IBIGROUP.COM
ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE PLAN

DRAWN:	DESIGNED:	CHECKED:	DATE:
BW		RW	3/15/2016

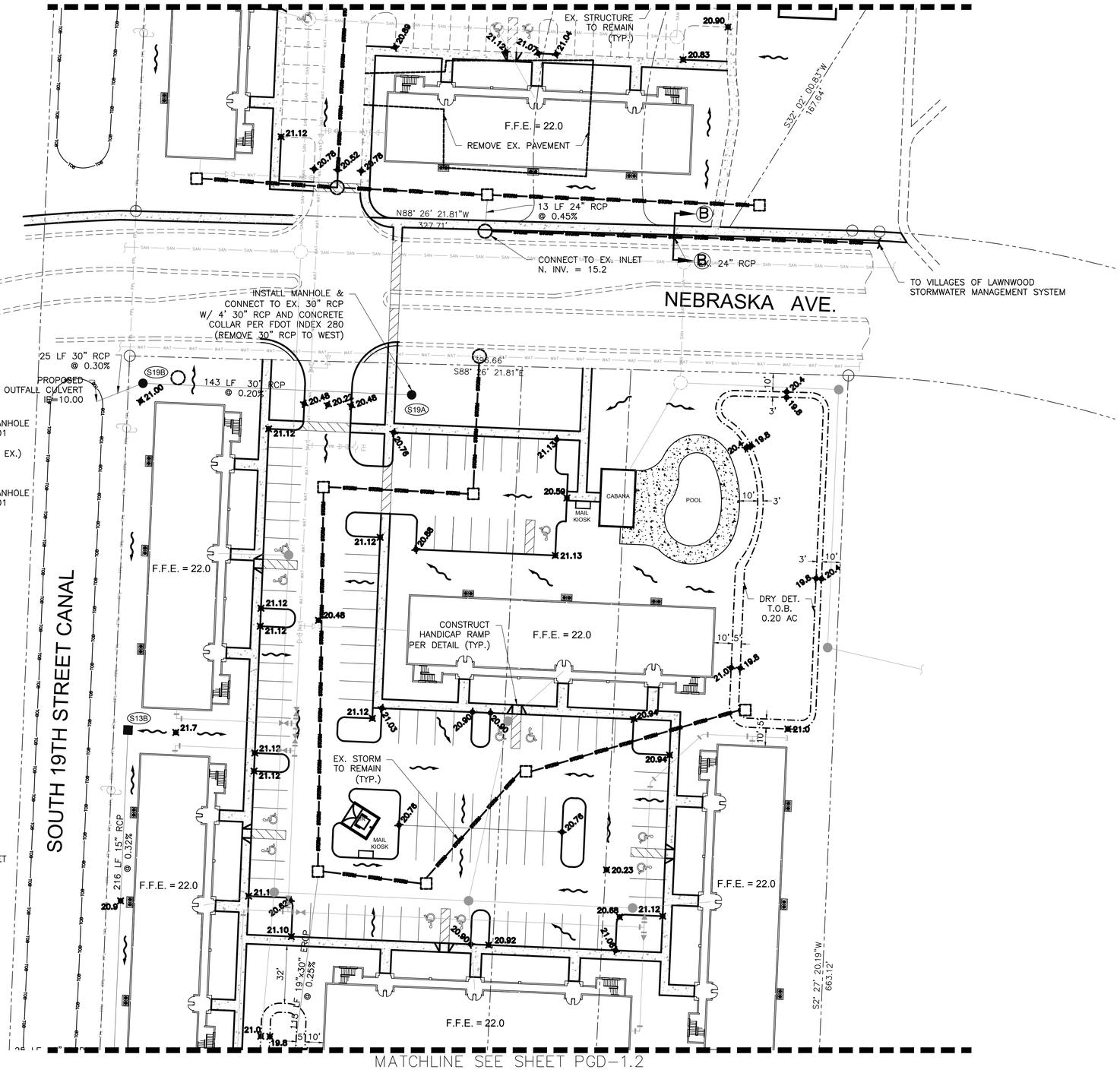
SCALE	PROJECT	SHEET
1" = 30'	38890	PGD-1.0

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

NOT FOR CONSTRUCTION
3/16/16

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MATCHLINE SEE SHEET PGD-1.0

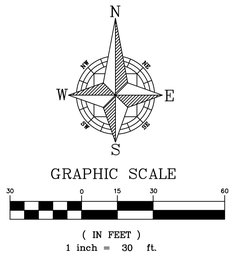


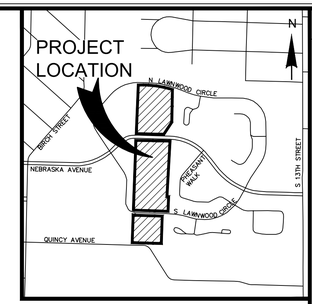
MATCHLINE SEE SHEET PGD-1.2

S19A
INSTALL TYPE J7-T MANHOLE
FDOT INDEX 200 & 201
RIM=20.80
IE=11.3±(CONNECT TO EX.)
IE=11.1(W)

S19B
INSTALL TYPE J7-T MANHOLE
FDOT INDEX 200 & 201
RIM=20.90
IE=10.1(E)
IE=10.1(W)

S13B
INSTALL TYPE 'C' INLET
FDOT INDEX 232
RIM=20.4
IE=18.2(S)





LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- XX LF X" RCP @ X.XX% — PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			
5			

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FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE PLAN

DRAWN:	DESIGNED:	CHECKED:	DATE:
BW		RW	3/15/2016

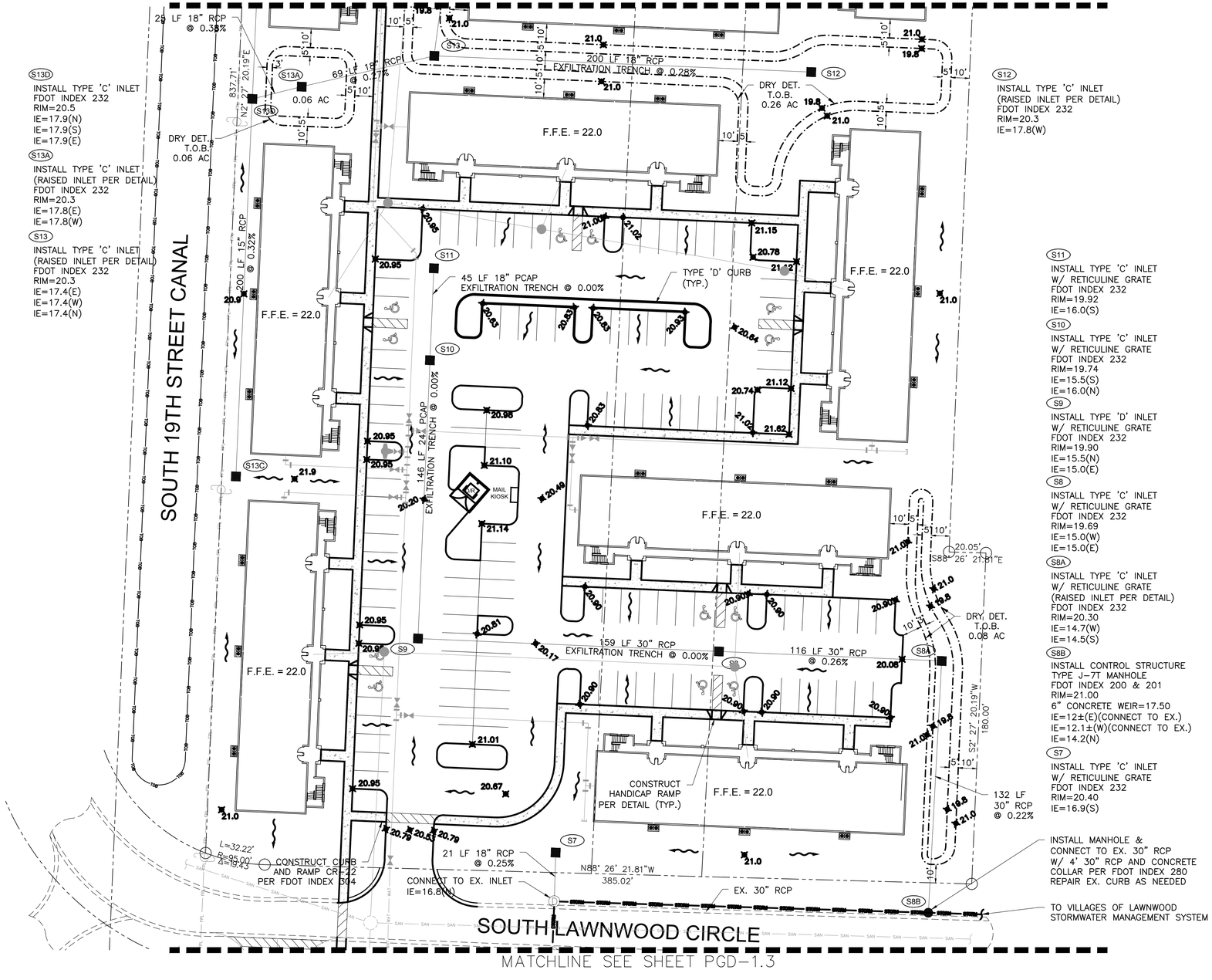
SCALE	PROJECT	SHEET
1" = 30'	38890	PGD-1.1

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

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3/16/16

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MATCHLINE SEE SHEET PGD-1.1



MATCHLINE SEE SHEET PGD-1.3

S13D
INSTALL TYPE 'C' INLET
FDOT INDEX 232
RIM=20.5
IE=17.9(N)
IE=17.9(S)
IE=17.9(E)

S13A
INSTALL TYPE 'C' INLET
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.3
IE=17.8(E)
IE=17.8(W)

S13
INSTALL TYPE 'C' INLET
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.3
IE=17.4(E)
IE=17.4(W)
IE=17.4(N)

S12
INSTALL TYPE 'C' INLET
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.3
IE=17.8(W)

S11
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.92
IE=16.0(S)

S10
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.74
IE=15.5(S)
IE=16.0(N)

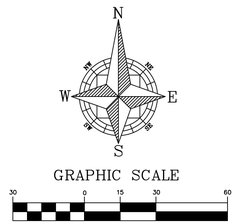
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W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.90
IE=15.5(N)
IE=15.0(E)

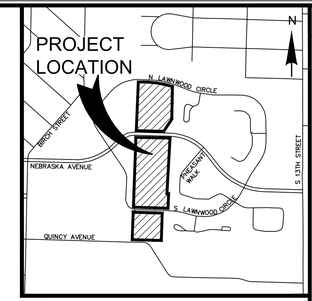
S8
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.69
IE=15.0(W)
IE=15.0(E)

S8A
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.30
IE=14.7(W)
IE=14.5(S)

S8B
INSTALL CONTROL STRUCTURE
TYPE J-7T MANHOLE
FDOT INDEX 200 & 201
RIM=21.00
6" CONCRETE WEIR=17.50
IE=12±(E)(CONNECT TO EX.)
IE=12.1±(W)(CONNECT TO EX.)
IE=14.2(N)

S7
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=20.40
IE=16.9(S)





LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- WAT — EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
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- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

REV.	DATE	DESCRIPTION	BY

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2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 660-1120
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ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE PLAN

DRAWN:	DESIGNED:	CHECKED:	DATE:
BW		RW	3/15/2016

SCALE	PROJECT	SHEET
1" = 30'	38890	PGD-1.2

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

NOT FOR CONSTRUCTION
3/16/16

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MATCHLINE SEE SHEET PGD-1.2

SOUTH LAWNWOOD CIRCLE

10.83'

SOUTH 19TH STREET CANAL

25'

10'

27,630 SF

FUTURE DEVELOPMENT

CAN BE DEVELOPED AS:
- PARKING
- OPEN SPACE
- MEMORY CARE FACILITY
FINAL PLANS MUST BE SUBMITTED TO THE CITY FOR REVIEW & APPROVAL.

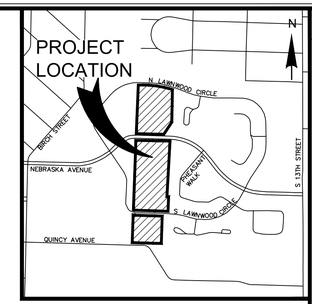
10'
10'
10'
10'
24'
19'
10.41'

QUINCY AVE.

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.



LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- XX LF X" RCP / X.XXX — PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

REV.	DATE	DESCRIPTION	BY
1	3-16-16	ROSE PARCEL C	

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FORT PIERCE, FLORIDA

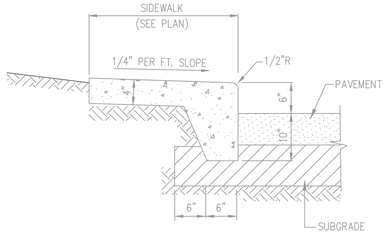
PAVING, GRADING AND DRAINAGE PLAN

DRAWN: BW	DESIGNED:	CHECKED: RW	DATE: 3/15/2016
SCALE: 1" = 30'	PROJECT: 38890	SHEET: PGD-1.3	

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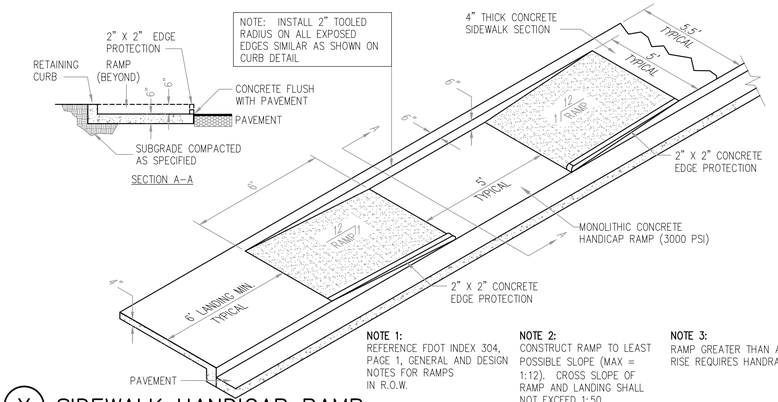
NOT FOR CONSTRUCTION
3/16/16

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X MONOLITHIC CURB AND SIDEWALK
(3,500 PSI (MIN))

NTS
MISC004.DWG



NOTE 1: REFERENCE FDOT INDEX 304, PAGE 1, GENERAL AND DESIGN NOTES FOR RAMPS IN R.O.W.

NOTE 2: CONSTRUCT RAMP TO LEAST POSSIBLE SLOPE (MAX = 1:12). CROSS SLOPE OF RAMP AND LANDING SHALL NOT EXCEED 1:50.

NOTE 3: RAMP GREATER THAN A 6" RISE REQUIRES HANDRAILS.

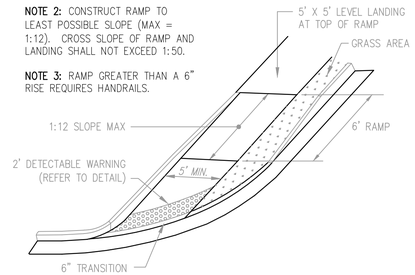
X SIDEWALK HANDICAP RAMP
3000 PSI (MIN.) CONCRETE

NTS
RAMP004.DWG

NOTE 1: REFERENCE FDOT INDEX 304, PAGE 1, GENERAL AND DESIGN NOTES FOR RAMPS IN R.O.W.

NOTE 2: CONSTRUCT RAMP TO LEAST POSSIBLE SLOPE (MAX = 1:12). CROSS SLOPE OF RAMP AND LANDING SHALL NOT EXCEED 1:50.

NOTE 3: RAMP GREATER THAN A 6" RISE REQUIRES HANDRAILS.

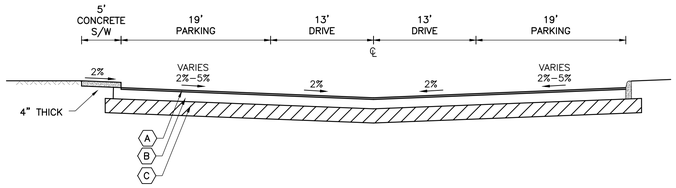


X CORNER RAMP
3000 PSI (MIN.) CONCRETE

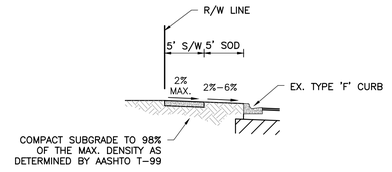
NTS
RAMP007.DWG

PAVING LEGEND

- (A) 1.5" TYPE S-III ASPHALTIC CONCRETE SURFACE COURSE (IN TWO 3/4"LIFTS)
- (B) 8" LIMEROCK BASE COURSE, LBR 100 PRIMED ENTIRE WIDTH
- (C) 12" STABILIZED SUBGRADE, LBR 40

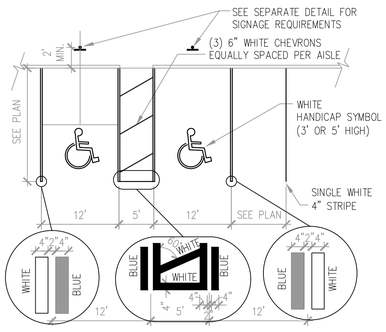


TYPICAL SECTION A-A



NOTES:
1. USE 3,000 PSI CONCRETE AT 28 DAYS FOR SIDEWALK CONSTRUCTION.
2. PROVIDE ⅛" TO ¼" CONSTRUCTION JOINTS AT 10' CENTERS (MAX.)

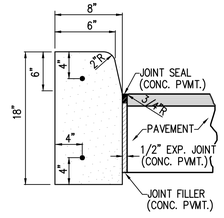
TYPICAL SECTION B-B



NOTE: FINISHED GRADES OF PAVEMENT IN HC PARKING AND ACCESSIBILITY AISLE SHALL NOT EXCEED 1:50 SLOPE IN ANY DIRECTION. SEE PLAN FOR STYLE OF HANDICAP RAMP
HANDICAP STRIPING SHALL CONFORM TO FDOT INDEX 17346 (LATEST EDITION)

X HANDICAP STRIPING

NTS
MISC004.DWG



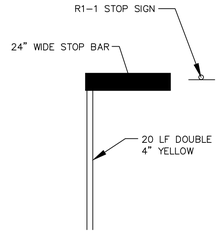
NOTES:

1. COST OF 2–#4 BARS (CONT.) SHALL BE INCLUDED.
2. PROVIDE 2–#6 SMOOTH BARS W/ EXPANSION CAPS AT EACH EXPANSION JOINT, 20'–0" O.C. MAX.
3. CONTRACTION JOINTS – CONTRACTION JOINTS SHALL BE PLACED AT EQUAL SPACES (10' MAX.) BETWEEN NORMAL EXPANSION JOINTS. CONTRACTION JOINTS SHALL BE SAW CUT IN THE UPPER 1/3 OF CURB AND GUTTER WITHIN 24 HOURS OF PLACEMENT.
4. ENDS OF VERTICAL CURB SHALL TRANSITION FROM FULL TO ZERO HEIGHTS IN 3 FEET.

PLAN SYMBOL

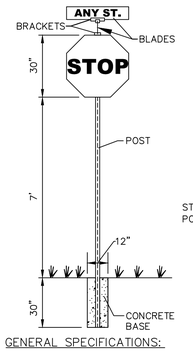
X TYPE "D" CURB
(3,500 PSI (MIN))

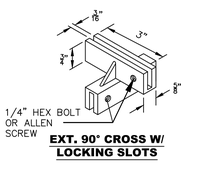
NTS

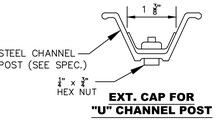


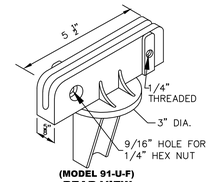
(MUST CONFORM WITH MUTCD AND BCTED STANDARDS)

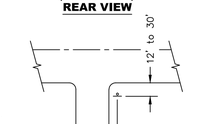
STOP BAR AND SIGN











GENERAL SPECIFICATIONS:

SHEET BLADE: ALCOA #86054.6063–T6 ALLOY ETCHED, DEGREASED WITH #1200 ALODINE FINISH WITH #2277 GREEN SCOTCHLITE BACKGRAOUND OR EQUAL DIMENSIONS – 6" H., 24",30" OR 36" L.

LETTER: NAME – 4" SERIES 'B' #2270 SCOTCHLITE (SYLVER) OR EQUAL – SUFFIX – 2" SERIES AS ABOVE.

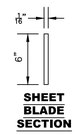
BRACKETS: SUPR–LOK PRUF.

POST: STEEL FLANGED CHANNEL POST WITH BAKED GREEN ALKYD FINISH PER A.S.T.M. – A – 123 WITHOUT ANCHOR PLATES. SEE DETAIL SHEET.

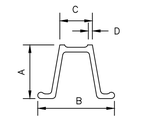
CONCRETE BASE: 2000# AS SHOWN.

STOP SIGN: R1–1 MUTCD – 30"x30" (HIGH INTENSITY)

LOCATION: ONE PER INTERSECTION AS INDICATED ON THE PLANS.



SHEET BLADE SECTION



DIMENSION TOL.	2.00	3.00
'A' ±1/32"	1–15/16"	1–7/8"
'B' ±1/8"	3–1/8"	3–1/4"
'C' ±1/16"	1–3/32"	1–1/16"
'D' ±1/32"	7/8"	3/4"

CHANNEL POST

STOP SIGN DETAIL

REV.	DATE	DESCRIPTION	BY

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ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE
DETAILS

DRAWN: BW | DESIGNED: | CHECKED: RW | DATE: 3/15/2016

SCALE: 1" = 30' | PROJECT: 38890 | SHEET: PGD–2.0

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FLORIDA ENGINEERING BUSINESS NO. 2966

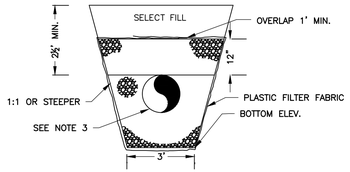
NOT FOR CONSTRUCTION
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STORM DRAINAGE CONSTRUCTION NOTES

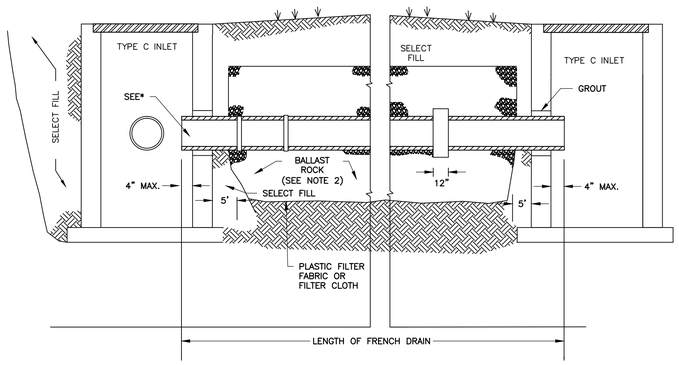
ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE
   - A. SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO MP7, ASTM D3350 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER OR
   - B. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
2. ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 30 INCHES. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN INCH (15") DIAMETER OR EQUIVALENT. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH ASTM C-478 AND SHALL HAVE 8" THICK WALLS, 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS-BUILT PLANS.
6. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
7. FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND/OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 2.5 FEET PER SECOND USING A MANNING'S 'n' OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
8. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
9. ALL SWALES AND DITCHES SHALL HAVE A MAXIMUM PERMITTED SIDE SLOPE NOT GREATER THAN 4 TO 1 AT A MINIMUM. THE MAXIMUM PERMITTED BACKSLOPE, SHALL BE 3:1, PROVIDED THAT A 2' WIDE BERM IS INSTALLED. DESIGN CENTERLINE AND TOP-OF-BANK ELEVATIONS SHALL BE NOTED AT INTERVALS OF 100'.
10. NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 12" MAXIMUM BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
11. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
12. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THAT MAY BE REQUIRED.
14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF ALL PERMITS AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMITS.
15. PERMANENT VEGETATIVE COVER TO BE ESTABLISHED ON ALL DISTURBED AREAS. FLAT AREAS MAY BE SEEDED, SLOPES WILL NEED TO BE SODDED.

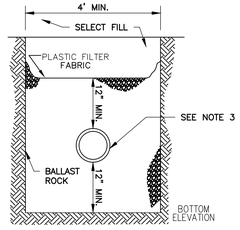


ALT. TRANS. SECTION

MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL OR WHERE CAVE IN BELOW THE WATER TABLE IS LIKELY TO OCCUR. TO BE USED AT THE ENGINEER'S DISCRETION.



LONGITUDINAL SECTION

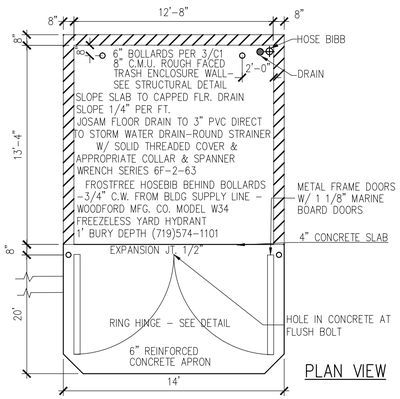


TRANSVERSE SECTION

NOTES:

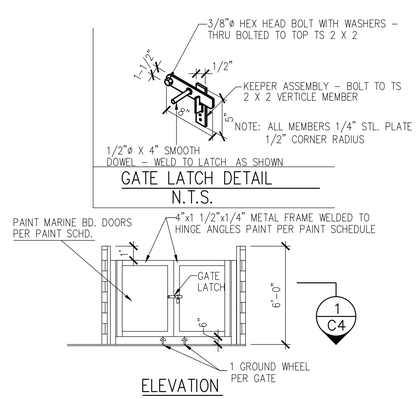
1. PLASTIC FILTER FABRIC OR FILTER CLOTH (AT EA. SIDE, TOP AND BOTTOM) SHALL BE USED IN SANDY AREAS AS NOTED IN PLANS AND/OR AS DIRECTED BY THE ENGINEER.
2. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION, IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF IT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE BALLAST ROCK TO THE PROPER ELEVATION, SO THAT THE EXFILTRATION TRENCH BE COMPLETED IN ACCORDANCE WITH THE DETAILS.
3. INVERT ELEVATION TO BE AS SHOWN IN PLANS.

9 EXFILTRATION TRENCH DETAIL
N.T.S.



PLAN VIEW

X DUMPSTER ENCLOSURE NTS



GATE LATCH DETAIL
N.T.S.

ELEVATION

X DUMPSTER ENCLOSURE GATE NTS

MISC022A.DWG

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ORLANDO POMPANO BEACH

REV.	DATE	DESCRIPTION	BY

MAYFAIR
FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE DETAILS

DRAWN: BW | DESIGNED: | CHECKED: RW | DATE: 3/15/2016

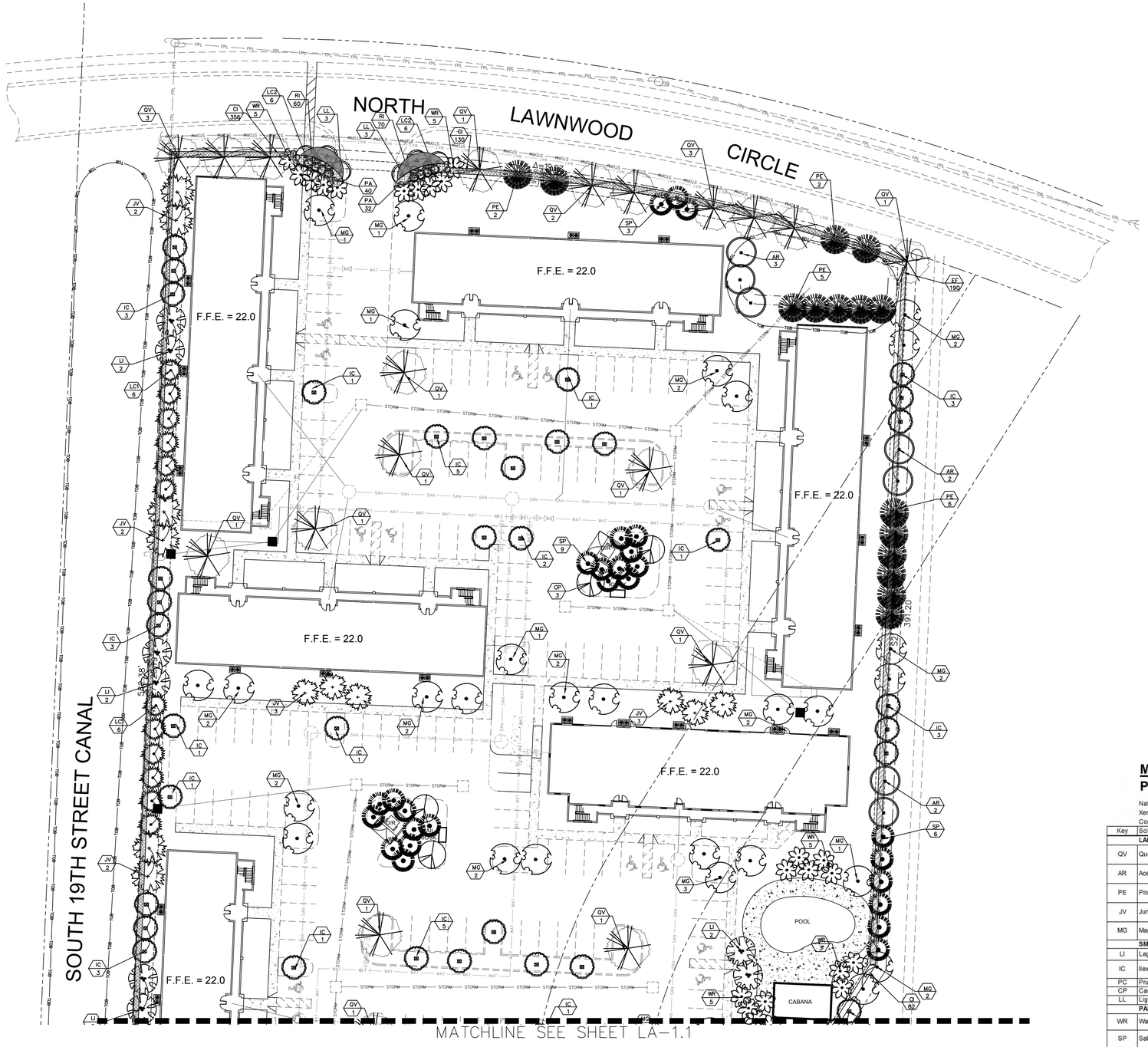
SCALE 1" = 30' | PROJECT 38890 | SHEET PGD-2.1

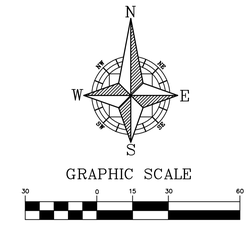
IBI GROUP
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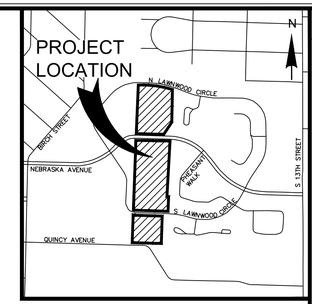
NOT FOR CONSTRUCTION
3/16/16

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- **Landscape Plans** **(Overall Site & Individual Building)**







LOCATION MAP
(N.T.S.)

NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

NOTE: PURSUANT TO TO FPL "RIGHT-TREE, RIGHT PLACE" GUIDELINES ALL PERIMETER BUFFER TREES IN CONFLICT WITH OVERHEAD POWER LINES HAVE BEEN ADJUSTED FOR COMPLIANCE.

NOTE: SOD TO BE INSTALLED IN ALL PERVIOUS AREAS NOT CONTAINING SHRUBS, GROUNDCOVER OR ALTERNATE LANDSCAPE FEATURES (MULCH, ROCK).

Mayfair
PLANT MATERIALS LIST — Hardiness Zone 9b

Native plants and ecological communities as determined by the *FDOACS, UF/IFAS, FDEP-Florida Land Use Cover Classification System.*
Xeriscape principles as determined by the *South Florida Water Management District "Waterwise" Xeriscape Plant Guide*
Compliance for planting adjacent to overhead electrical wires as determined by *Florida Power & Light, Administrative Services.*

Key	Scientific Name	Common Name	Native	Xeri	Height x Spread / Description	Spacing	Qty	SUBT
	LARGE TREES	greater than 30 ft. at maturity						
QV	Quercus virginiana	Live Oak	Yes	High	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	59	
AR	Acer rubrum	Red Maple	Yes	Mod.	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	50	
PE	Pinus elliottii	Slash Pine	Yes	High	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	79	
JV	Juniperus virginiana	Southern Red Cedar	Yes	High	10' high x 4' spread, full, 45 gal. or field grown	per plan	39	
MG	Magnolia grandiflora	Southern Magnolia	Yes	Mod.	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	70	**297**
	SMALL TREES	less than 25 ft. at maturity						
LI	Lagerstroemia indica "Muskogee"	Crepe Myrtle "Pink"	No	High	10' high x 4' spread, multi-trunk, 45 gal.	per plan	20	
IC	Ilex cassine	Dahoon Holly	Yes	High	10' high x 4' spread, full, 30 gal./45 gal., Air Root Pruned Container	per plan	85	
PC	Prunus caroliniana	Cherry Laurel	Yes	High	10' high x 4' spread, 4' CT., 45 gal. or field grown	per plan	0	
CP	Caesalpinia pulcherrima	Dwarf (Yellow) poinciana	No	High	10' high x 4' spread, 4' CT., 45 gal. or field grown	per plan	19	
LL	Ligustrum lucidum	Japanese privet	No	High	10' high x 4' spread, multi-trunk, 45 gal.	per plan	24	**148**
	PALMS							
WR	Washingtonia robusta	Washingtonia Palm	No	High	1/3 @ 16' high, 1/3 @ 20' high, 1/3 @ 24' high, staggered heights in all groupings, field grown	per plan	67	
SP	Sabal palmetto	Cabbage Palm	Yes	High	14' high to 20' high, staggered heights in all groupings, booted, field grown	per plan	60	
LC1	Livistona chinensis	Chinese Fan Palm	No	High	10' CT., 16' OA full heads, container or field grown	per plan	42	
LC2	Livistona chinensis	Chinese Fan Palm	No	High	6' OA, full to base, 7 gal.	per plan	48	**217**
	SHRUBS							
CI	Chrysobalanus icaco	Cocoplum "Red Tip"	Yes	High	24" OA, full to base, 3 gal.	24" OC	772	
EF	Eugenia foetida	Spanish Stopper	Yes	High	24" OA, full to base, 3 gal.	24" OC	613	
PA	Plumbago auriculata	Plumbago "Imperial Blue"	No	High	18" OA, full, 3 gal.	24" OC	209	
RI	Raphiolepis indica	Indian Hawthorn	No	High	12" OA, full, 3 gal.	18" OC	439	**2,033**
							Total	**2,695**

NOTE: ALL AREAS INDICATED FOR SOD SHALL BE INSTALLED WITH ST. AUGUSTINE "FLORITAM" SOD UNLESS ALTERNATE NOTED.

NOTE: ALL PLANTS SHALL BE INSTALLED AT SIZE INDICATED UNDER THE SPECIFICATIONS. CONTAINER SIZE LISTED IS FOR REFERENCE OR ESTIMATING ONLY.

Total Native Plants 1,827
Native % of Total 67.8%

Total Drought Tolerant Plants 2,575
Drought Tol. % of Total 95.5%

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ENGINEERS LANDSCAPE ARCHITECTS PLANNERS SURVEYORS ENVIRONMENTAL CONSULTANTS
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2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 788-3500
ORLANDO POMPANO BEACH

REV.	DATE	DESCRIPTION	BY
	3-16-16	REVISED PAVERS C	

DRAWN: BW | DESIGNED: | CHECKED: RW | DATE: 3/16/2016
SCALE: 1" = 30' | PROJECT: 38890 | SHEET: LA-1.0

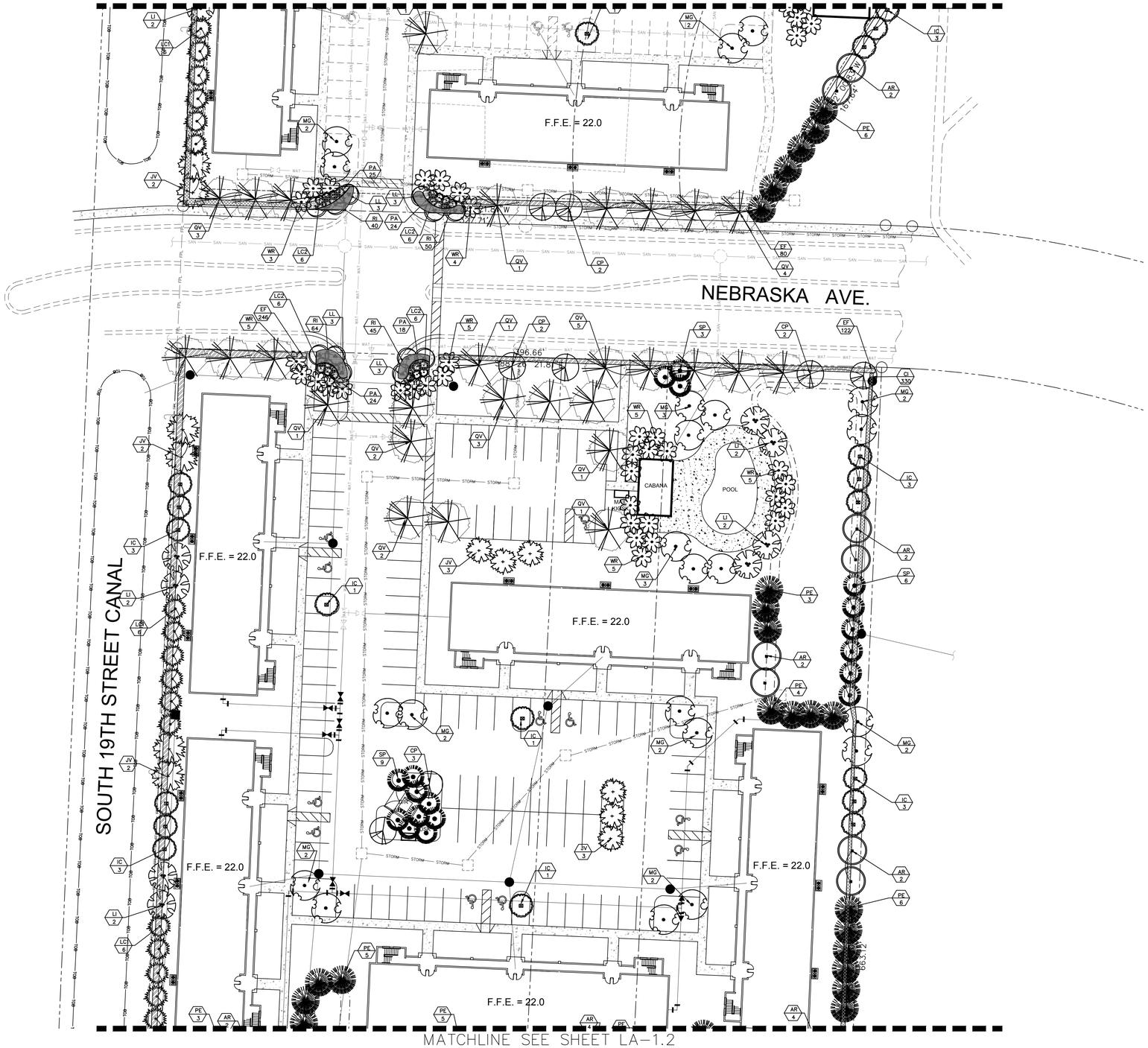
MAYFAIR
FORT PIERCE, FLORIDA

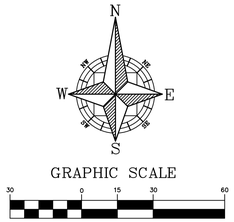
LANDSCAPE PLAN

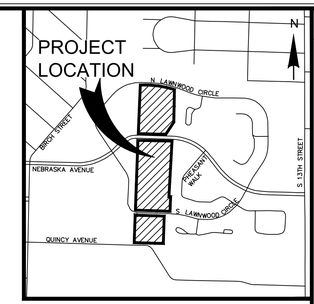
IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

NOT FOR CONSTRUCTION
3/16/16

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LOCATION MAP
(N.T.S.)

NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.

NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

REV.	DATE	DESCRIPTION	BY

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ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

LANDSCAPE PLAN

DRAWN: BW
DESIGNED:
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DATE: 3/16/2016

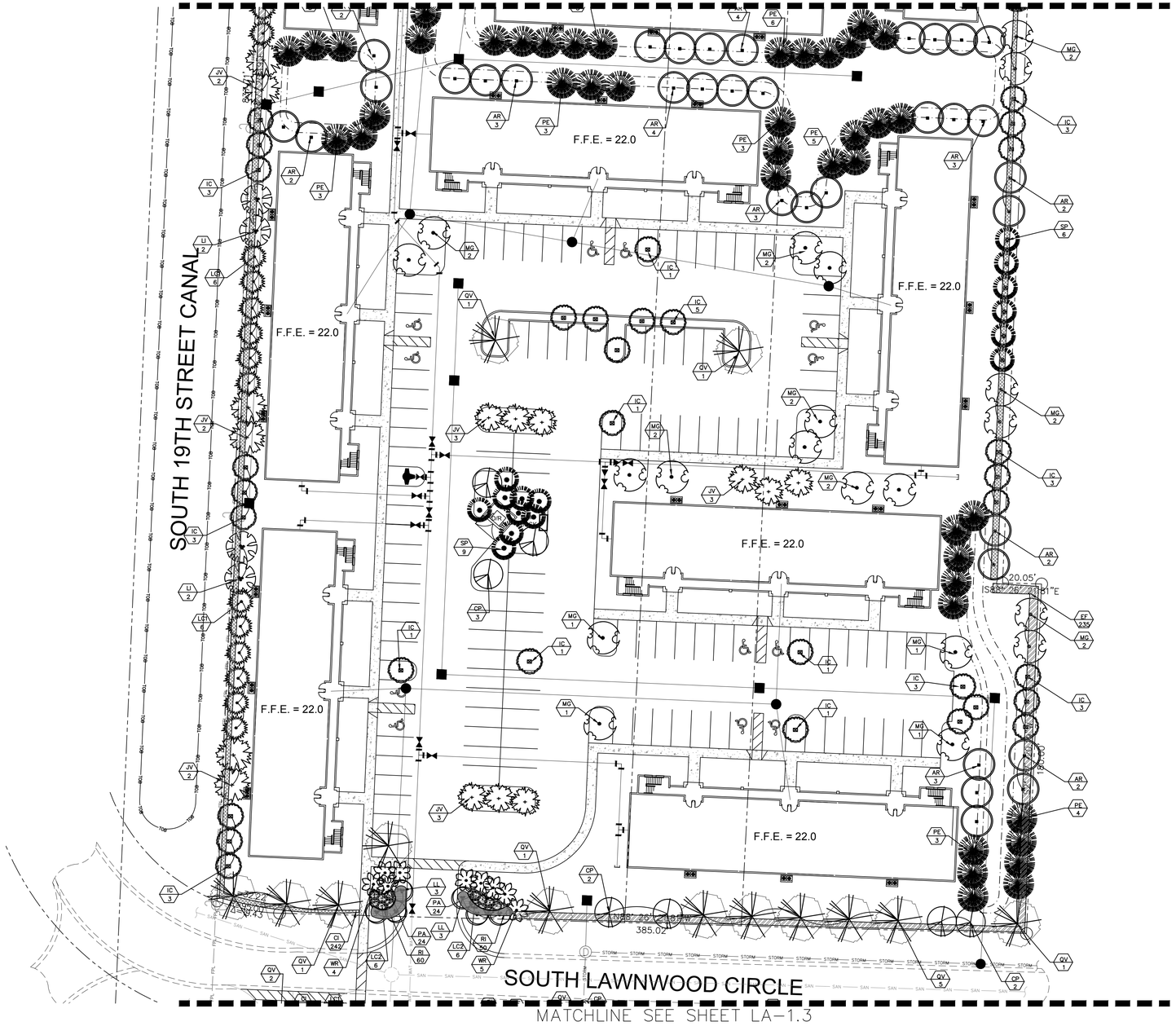
SCALE 1" = 30'
PROJECT 38890
SHEET LA-1.1

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FLORIDA ENGINEERING BUSINESS NO. 2966

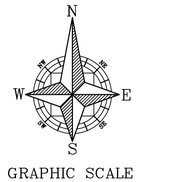
NOT FOR CONSTRUCTION
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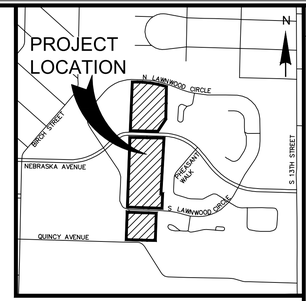
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MATCHLINE SEE SHEET LA-1.1



MATCHLINE SEE SHEET LA-1.3





LOCATION MAP
(N.T.S.)

NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.

NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

REV.	DATE	DESCRIPTION	BY

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FORT PIERCE, FLORIDA

LANDSCAPE PLAN

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BW		RW	3/16/2016

SCALE	PROJECT	SHEET
1" = 30'	38890	LA-1.2

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MATCHLINE SEE SHEET LA-1.2

SOUTH LAWNWOOD CIRCLE

SOUTH 19TH STREET CANAL

QUINCY AVE.

10.8'

25'

10'

27,630 SF

FUTURE DEVELOPMENT

CAN BE DEVELOPED AS:
- PARKING
- OPEN SPACE
- MEMORY CARE FACILITY
FINAL PLANS MUST BE SUBMITTED TO THE CITY FOR REVIEW & APPROVAL.

10'

10'

10'

24'

19'

10'

10.41'

N

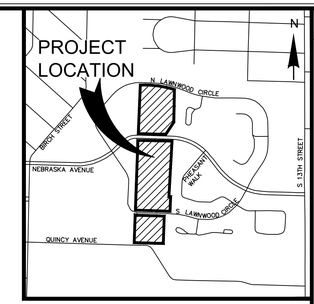
W E

S

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.



LOCATION MAP
(N.T.S.)

NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.

NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

REV.	DATE	DESCRIPTION	BY
1	3-16-16	REVISED PARCEL C	

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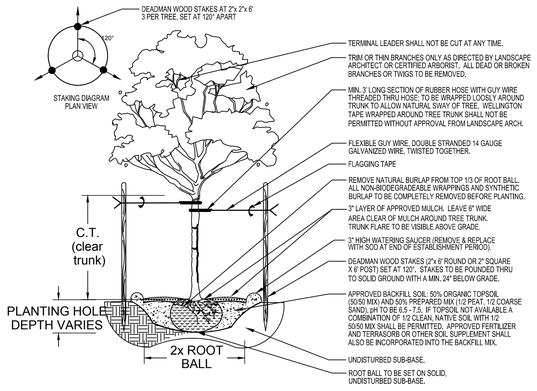
LANDSCAPE PLAN

SCALE: 1" = 30'	DRAWN: BW	CHECKED: RW	DATE: 3/16/2016
PROJECT: 38890	DESIGNED:		
SHEET: LA-1.3			

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FLORIDA ENGINEERING BUSINESS NO. 2966

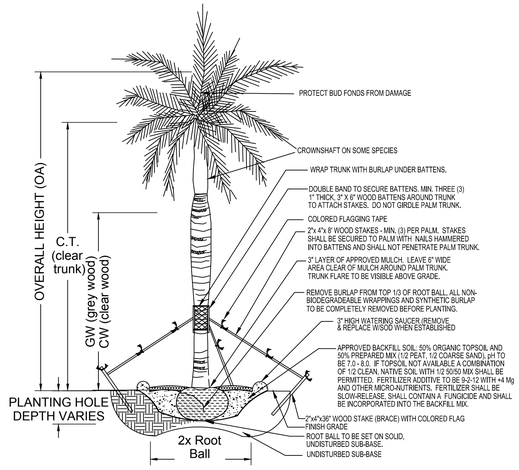
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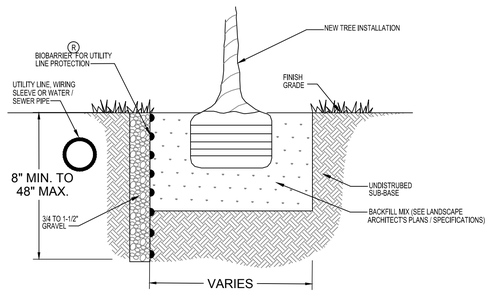
TREE PLANTING DETAIL-3" CAL. OR LESS.

not to scale



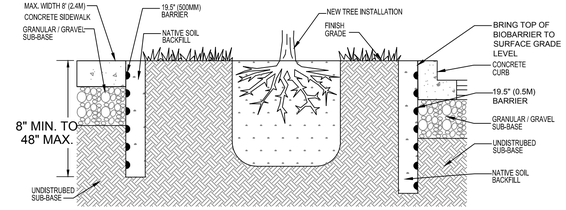
PALM PLANTING DETAIL-TYP.

not to scale



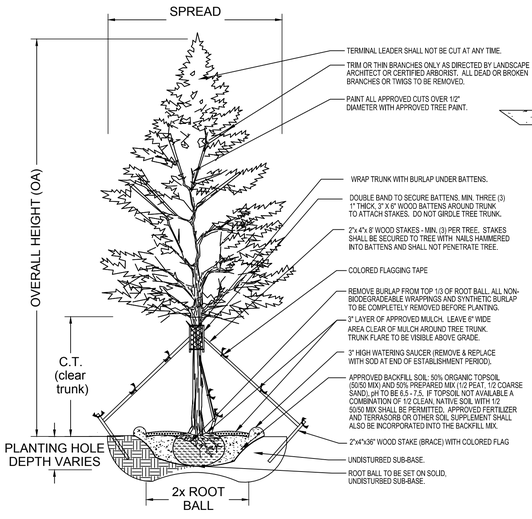
ROOT BARRIER DETAIL - UNDERGROUND UTILITY LINES

not to scale



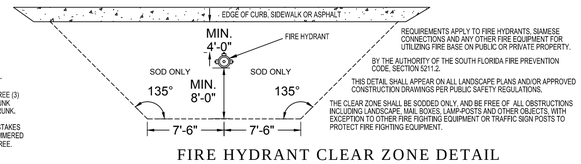
ROOT BARRIER DETAIL - PAVING / CURBING

not to scale



LARGE TREE PLANTING DETAIL- GREATER THAN 3" CAL.

not to scale



REQUIREMENTS APPLY TO FIRE HYDRANTS, SIAMESE CONNECTIONS AND ANY OTHER FIRE EQUIPMENT FOR UTILIZING FIRE BASE ON PUBLIC OR PRIVATE PROPERTY.

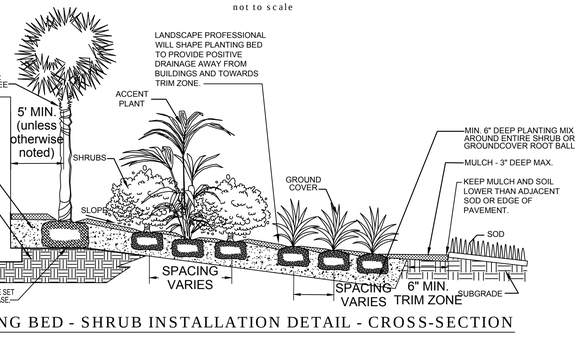
BY THE AUTHORITY OF THE SOUTH FLORIDA FIRE PREVENTION CODE, SECTION 5211.2.

THIS DETAIL SHALL APPEAR ON ALL LANDSCAPE PLANS AND/OR APPROVED CONSTRUCTION DRAWINGS PER PUBLIC SAFETY REGULATIONS.

THE CLEAR ZONE SHALL BE SODDED ONLY, AND BE FREE OF ALL OBSTRUCTIONS INCLUDING LANDSCAPE, MAIL BOXES, LAMP-POSTS AND OTHER OBJECTS, WITH EXCEPTION TO OTHER FIRE FIGHTING EQUIPMENT OR TRAFFIC SIGN POSTS TO PROTECT FIRE FIGHTING EQUIPMENT.

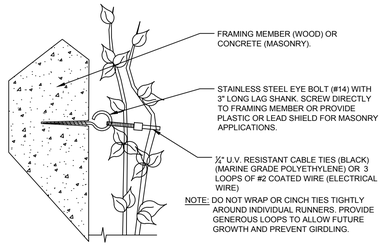
FIRE HYDRANT CLEAR ZONE DETAIL

not to scale



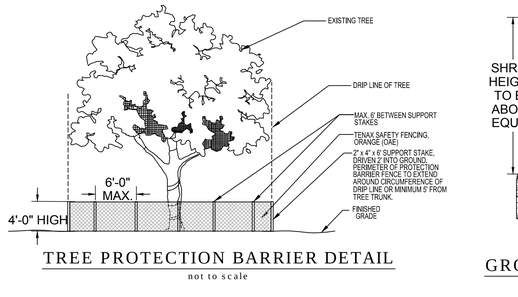
PLANTING BED - SHRUB INSTALLATION DETAIL - CROSS-SECTION

not to scale



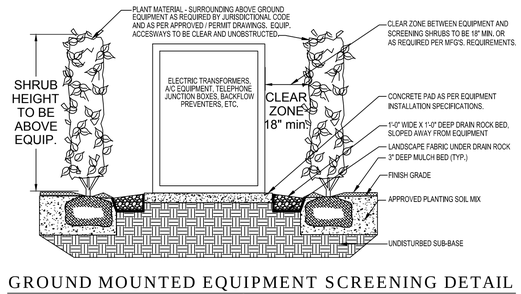
VINE TO WALL ATTACHMENT DETAIL

not to scale



TREE PROTECTION BARRIER DETAIL

not to scale



GROUND MOUNTED EQUIPMENT SCREENING DETAIL

not to scale

GENERAL NOTES, LANDSCAPE INSTALLATION SPECIFICATIONS

REFER TO SITE PLAN FOR SITE DATA AND UTILITIES. REFER TO ARCHITECTURAL PLANS FOR BUILDING FOOTPRINTS, ARCHITECTURAL INFORMATION AND DESIGNATION OF ELEVATIONS. REFER TO IRRIGATION PLANS FOR REQUIRED MATERIALS, SPECIFICATIONS, DETAILS AND COORDINATION ITEMS. REFER TO ENGINEERING PLANS FOR ALL GRADING, SITE WORK AND COORDINATION ITEMS. REFER TO WATER AND SEWER PLANS FOR ADDITIONAL,UNDERGROUND AND ABOVE-GROUND UTILITIES AND COORDINATION ITEMS.

PLANT MATERIALS ARE SPECIFIED FOR COMPLIANCE WITH MINIMUM CODE REQUIREMENTS AND GOVERNING AGENCY REVIEW COMMENTS AS OF THE DATE OF SUBMITTAL.

SUBCONTRACTORS ARE BOUND TO THE GENERAL CONTRACTOR AND ARE TO ASSUME ALL OBLIGATIONS AND RESPONSIBILITIES BY WHICH THE GENERAL CONTRACTOR IS BOUND TO THE OWNER. BOTH SHALL BE FAMILIAR WITH AND HAVE FULLY INVESTIGATED ALL LOCAL CODES AND ORDINANCES.

LANDSCAPE PROPOSALS SHALL PROVIDE UNIT COSTS AND SHALL INCLUDE: EXCAVATIONS, PLANT MATERIAL LISTED, DELIVERY AND INSTALLATION (LABOR), TURF SOD, SEEDING, TOP SOIL & FINE GRADING, SOIL BACKFILL, SOIL SUPPLEMENTS, FOLIAR SPRAYS, FERTILIZERS, GUYING AND STAKING, REQUIRED PRUNING, CLEAN-UP, WATERING AND ALL TAXES AND FEES NECESSARY TO SUCCESSFULLY ESTABLISH THE PROPOSED LANDSCAPE AND ECOLOGICAL COMMUNITIES.

THE CONTRACTOR/BIDDER SHALL HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL DRAWINGS (TREE PRESERVATION, LANDSCAPE AND IRRIGATION, PLUS RELATED ENGINEERING AND ARCHITECTURAL), DETAILS, SPECIFICATIONS AND NOTES OF SUCH LANDSCAPE/PLANTING PLANS FOR THE IDENTIFIED PROJECT AND LOCATION; AND CONTRACTOR/ BIDDERS ACKNOWLEDGES SAME BY SIGNATURE, DATE & COMPANY NAME BELOW THAT THE BID SUMITTED REFLECTS AN ACCURATE INSTALLATION OF THE LANDSCAPE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH, INCLUDING COORDINATION WITH RELATED TRADES, PROPERLY SEQUENCING WORK AND OFFICIAL ADDENDA. SO SWORN:

1. THE TERM "CONTRACTOR" REFERS TO THE PRINCIPAL COMPANY, OR OWNER/DEVELOPER, INCLUDING LANDSCAPING, OBLIGATED WITH THE RESPONSIBILITY FOR COORDINATING AND PERFORMING THE SITE WORK AND SECURING THE WORK OF SUBCONTRACTORS; DISCHARGING TO COMPLY WITH LOCAL BUILDING CODES AND ZONING ORDINANCES, AND WHICH IS THE ENTITY OF RECORD FOR OBTAINING PERMITS, SCHEDULING INSPECTIONS AND SECURING COMPLETION CERTIFICATES.

2. THE CONTRACTOR SHALL CUT, CLEAR, STUMP GRIND, EXCAVATE AND REMOVE ALL EXOTIC, INVASIVE AND DESIGNATED TREES FROM THE SITE AND AREAS THAT HAVE EVIDENCE OF PREVIOUSLY EXISTING TREES AND/OR PALMS; INCLUDES REMOVING DEBRIS, LITTER AND STONES OVER 1" DIAMETER.

3. THE CONTRACTOR SHALL REFER TO ALL TREE PRESERVATION PLANS, DETAILS AND SPECIFICATIONS IN CONJUNCTION WITH THE SITE/PROJECT TO LOCATE AND TAG ANY AND ALL EXISTING TREES AND/OR PALMS PROPOSED FOR PRESERVATION OR RELOCATION. THE CONTRACTOR SHALL ADHERE TO ALL DIRECTIVES AND AS SHOWN ON THE TREE PRESERVATION PLANS REGARDING ALL TREE OR PALM RELOCATIONS AND TREE REMOVAL.

GENERAL NOTES, LANDSCAPE INSTALLATION SPECIFICATIONS (cont.)

4. THE CONTRACTOR SHALL EXCAVATE ALL LIMEROCK FROM INTERIOR PARKING LANDSCAPE STRIPS AND ISLANDS TO A MIN. 2 1/2' DEPTH AND EXCAVATE ALL NON-ORGANIC SOILS WITHIN MIN. 10 FT. WIDTH OF THE ENTIRE BUILDINGS PERMETER TO A MIN. 12 INCHES DEPTH. THE CONTRACTOR WILL BACKFILL THE STRIPS, ISLANDS AND BUILDING PERIMETERS WITH THE APPROVED 50/50 TOPSOIL MIX TO FINISHED GRADES. THE LANDSCAPE OR IRRIGATION PROFESSIONAL SHALL NOT PROCEED WITH WORK IN THESE DESIGNATED AREAS UNTIL SITE PREPARATION IS COMPLETE AND INSPECTED BY THE LANDSCAPE ARCHITECT AND/OR PERMITTING AGENCY.

5. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES WHICH ARE PROPERLY MARKED OR FOR WHICH HE HAS NOT OBTAINED PROPER MARKINGS THROUGH THE ONE CALL SYSTEM – 72 HOURS BEFORE DIGGING – CALL TOLL FREE 1 (800) 432-4770 OR FROM LOCAL UTILITY DEPARTMENTS. ALL ELECTRICAL, GAS, TELEPHONE, FIBER OPTICS, CABLE, WATER AND SEWER SERVICES LOCATED ON-SITE, ON ADJACENT PROPERTIES WITHIN 10' AND WITHIN ADJACENT R.O.W.'S SHALL BE CLEARLY MARKED.

6. THE CONTRACTOR SHALL PROVIDE ALL PROPOSED PLANTS AT FLA #1 GRADE OR BETTER AS DESCRIBED IN GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION AS PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND WILL PROVIDE CERTIFICATION FOR ANY AND ALL PLANTS IN DISPUTE. ALL PLANT MATERIAL PROVIDED SHALL MEET OR EXCEED THE MINIMUM SPECIFIED SIZE (HEIGHT, SPREAD, CALIPER, CLEAR TRUNK, ETC.) AS SHOWN ON THE LANDSCAPE PLANS. THE CONTRACTOR SHALL INSTALL PLANTS ACCORDING TO LANDSCAPE PLANS FOR SPACING AND PLACEMENT, AND PER THE LANDSCAPE DETAILS WITHOUT EXCEPTION. SHOULD ANY PLANT BE UNAVAILABLE THE CONTRACTOR WILL CONTACT THE LANDSCAPE ARCHITECT FOR RECOMMENDATIONS AND/OR APPROVAL OF ANY AND ALL SPECIES SUBSTITUTIONS.

7. THE CONTRACTOR SHALL PROVIDE PROPER TRANSPORT AND DELIVERY OF PLANT MATERIAL TO THE JOB SITE. PLANT MATERIAL SHALL NOT BE DROPPED, SCARRED OR OTHERWISE DAMAGED AT ANY TIME. DAMAGED PLANT MATERIALS SHALL BE REJECTED BY THE OWNER OR OWNER'S REPRESENTATIVE, REMOVED AND REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. ANY PLANTS OTHER THAN FL #1 GRADE OR WITH INDICATIONS OF DISEASE, INSECT INFESTATION, BROKEN BRANCHES, LACK OF WATER, GIRDLING OR SCARRING AT DELIVERY SHALL BE REJECTED.

8. THE CONTRACTOR SHALL PROVIDE CERTIFIED ST. AUGUSTINE 'FLORITAM' SOD, UNLESS OTHERWISE INDICATED, TO ALL OPEN AREAS INSIDE THE PROPERTY NOT RECEIVING PLANT MATERIAL OR OTHER FORM OF GROUNDCOVER, LIVING OR NON-LIVING. THE CONTRACTOR WILL PROVIDE SOD TO ALL DAMAGED TURF AREAS, TO EDGE OF PAVEMENT AND TO THE EDGE OF WATER AT ALL WATER BODIES. ALL SOD SEAMS WILL BE BUTT JOINTS WITH ADJACENT ROWS STAGGERED AND ALL EDGE PIECES ABUTTING TIGHTLY, LEAVING NO GAPS. THE CONTRACTOR SHALL REPAIR AND REPLACE ALL SOD ON ADJACENT PROPERTIES DAMAGED BY LANDSCAPE INSTALLATION WORK, AND SHALL NOTIFY THE OWNER OF THE ADJACENT PROPERTY, AND OBTAIN PERMISSION TO PERFORM SOD REPAIRS.

9. THE CONTRACTOR SHALL PROVIDE IMPORTED ORGANIC BACKFILL MIX AS NOTED ON THE PLANTING DETAILS WHICH WILL BE FREE OF ALL DEBRIS AND STONES OVER 1" DIAMETER. BACKFILL MIX WILL BE SANITIZED FROM HARMFUL BIOLOGICAL ORGANISMS, INCLUDING NEMATODES AND PARASITES AND WILL BE PH 6.5 – 8.0 RANGE AS DESCRIBED IN THE TREE OR PALM PLANTING DETAILS. NATIVE SOIL MAY BE MIXED WITH 50/50 MIX PER DETAILS ONLY IF APPROVED BACKFILL MIX IS NOT AVAILABLE. THE CONTRACTOR SHALL SUBMIT WRITTEN LAB RESULTS, CERTIFICATION OF SOIL CONTENT AND TRUCKING RECEIPTS WITH TYPE AND VOLUME OF SOIL TO THE OWNER OR OWNER'S REPRESENTATIVE FOR VERIFICATION. BACKFILL WILL BE TESTED FOR CONTENT BY THE LANDSCAPE ARCHITECT AT ANY TIME. FAILURE TO PROVIDE APPROVED BACKFILL, CERTIFICATION OF SOIL CONTENT AND/OR TRUCKING RECEIPTS MAY RESULT IN REJECTION OF ENTIRE LANDSCAPE WITH REMOVAL AND REPLACEMENT COSTS BORN SOLELY BY THE CONTRACTOR.

10. THE CONTRACTOR WILL PROVIDE FERTILIZER FOR ALL PLANTS UPON INSTALLATION AS SPECIFIED ON THE PLANTING DETAILS. FERTILIZER WILL BE THOROUGHLY INCORPORATED INTO THE BACKFILL MIX.

11. THE CONTRACTOR WILL PROVIDE "TERRASORB" OR OTHER APPROVED SOIL SUPPLEMENT (HUMECTANT AND HYGROSCOPIC COMPOUNDS), THOROUGHLY INCORPORATED INTO THE BACKFILL MIX ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS FOR ALL PROPOSED PLANT MATERIAL IN EXISTING SANDY SOIL OR ON FAST DRAINING SITES. CONTRACTOR WILL BE FAMILIARIZED WITH THE SITE AND THE ENGINEERING SOIL REPORT.

12. UNLESS OTHERWISE DICTATED BY CITY OR COUNTY CODE, THE CONTRACTOR SHALL LOCATE ALL TREES WITH A MATURE HEIGHT OF OVER 25' NO CLOSER THAN 15 FEET TO ANY LIGHT POLES. PALMS WILL NOT BE CLOSER THAN 10 FEET TO ANY LIGHT POLE. THE CONTRACTOR MAY FIELD ADJUST HORIZONTAL LOCATION OF TREES AND PALMS FOR BEST FIT WHEN COORDINATED WITH AND CONSENT GIVEN BY THE OWNER OR OWNER'S REPRESENTATIVE. THE LANDSCAPE/IRRIGATION CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL SITE LIGHTING LOCATIONS ARE COMPLETELY STAKED-OUT TO CONFIRM APPLICABLE SEPARATION.

13. THE CONTRACTOR SHALL INSURE THAT ALL PLANT MATERIAL LOCATED WITHIN THE SIGHT TRIANGLE DISTANCE AREAS AT ROADWAY INTERSECTIONS AND ACCESS POINTS PROVIDE AN UNOBSTRUCTED CROSS VISIBILITY AT A HORIZONTAL LEVEL BETWEEN 30" AND 8' IN HEIGHT. SEE LANDSCAPE PLANS FOR SIGHT TRIANGLES.

14. THE CONTRACTOR SHALL INSURE THAT ALL TREES OR PALMS LOCATED ADJACENT TO ANY OVERHEAD POWER LINES BE INSTALLED IN ACCORDANCE WITH FLORIDA POWER AND LIGHT'S "RIGHT TREE, RIGHT PLACE" GUIDELINES. ANY INSTANCES OF INSUFFICIENT SEPARATION BETWEEN TREES OR PALMS AND OVERHEAD LINES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION BEFORE INSTALLATION.

15. THE CONTRACTOR SHALL LOCATE ALL TREES AND PALMS CLEAR OF ALL TRAFFIC SIGNS AND IN SUCH A MANNER TO PREVENT BOTH THE TREE CANOPY AND PALM FRONDS FROM OBSTRUCTING ANY PORTION OF TRAFFIC SIGNS. THE LANDSCAPE/IRRIGATION CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL TRAFFIC SIGNAGE AND GUARDRAILS ARE COMPLETELY STAKED-OUT TO CONFIRM SEPARATION AND CLEAR VISIBILITY OF SIGNS.

16. THE CONTRACTOR WILL PROVIDE "WILT-PRUF" OR OTHER APPROVED SURFACANT TO BE SPRAYED ON ALL PROPOSED TREES AND PALMS IN AREAS OF SUSTAINED WINDS OF MORE THAN 10 KNOTS AND ALL COASTAL AREAS, ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS, TO PREVENT WINDBURN AND EXCESSIVE WATER LOSS THROUGH TRANSPIRATION.

17. THE CONTRACTOR SHALL INTERIM SUPPLEMENTAL IRRIGATION, I.E. REGULAR THOROUGH, DEEP WATERING, TO ALL INSTALLED PLANT MATERIAL UNTIL SUCH TIME AS THE IRRIGATION SYSTEM IS INSTALLED AND HAS BEEN INSPECTED BY THE LANDSCAPE ARCHITECT AND DEMONSTRATED TO BE 100% OPERATIONAL, OR UNTIL THE CITY'S OR COUNTY'S FINAL INSPECTION, ACCEPTANCE AND PERMIT CLOSE-OUT.

18. THE CONTRACTOR SHALL PROVIDE ROOT BARRIER AT A VERTICAL DEPTH OF 18" MIN. TO 48" MAX. FOR ANY SHADE TREES OR LARGE PALMS WHICH ARE INSTALLED AS FOLLOWS: LESS THAN FIVE (5) FEET FROM ADJACENT ASPHALT OR CONCRETE PAVEMENT, WITHIN CURBED PARKING INSLANDS LESS THAN NINE (9) FEET INTERIOR WIDTH OR WITHIN SIX (6) FEET PROXIMITY TO UNDERGROUND UTILITY OR INFRASTRUCTURE. ROOT BARRIER SHALL BE "BIOBARRIER", "DEEPROOT PARTNERS, LP", OR APPROVED EQUAL. INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. SEE DETAIL, THIS PAGE.

19. THE CONTRACTOR SHALL PROVIDE GUYING OR STAKING TO ALL TREES AND PALMS ACCORDING TO THE DETAILS SHOWN IN THIS SHEET. GUYING AND STAKING REQUIREMENTS WILL BE STRICTLY ENFORCED THROUGHOUT CONSTRUCTION AND THE WARRANTY PERIOD. ALL TREES AND PALMS WILL BE PLUMB VERTICAL AT TIME OF INSPECTION. ALL GUYING OR STAKING SHALL BE REMOVED AFTER NINE MONTHS OR AT THE END OF HURRICANE SEASON, WHICHEVER IS GREATER.

20. THE CONTRACTOR SHALL PROVIDE APPROVED MULCH TO ALL TREES, SHRUBS AND PLANT BEDS. CONTRACTOR SHALL INSTALL MULCH AT A DEPTH OF 3", MIN., AND MAINTAIN A 48" DIAMETER RING AROUND FREE STANDING TREES. ALL TREES SHALL HAVE A 6" WIDE RING CLEAR OF MULCH AROUND THE TREE TRUNK. DO NOT MULCH ANNUAL FLOWER BEDS. APPROVED MULCH WILL BE NON-CYPRESS, STERILIZED NATURAL CELLULOSE FRAGMENTS AS RECOMMENDED BY SFWMD XERISCAPE PLANT GUIDE II AND WHICH COMPLIES WITH ALL APPLICABLE LAND DEVELOPMENT, ZONING AND BUILDING CODES.

18. THE CONTRACTOR WILL PROVIDE SCREEN HEDGE MATERIALS AT ALL GROUND MOUNTED, FREE-STANDING UTILITY EQUIPMENT OR ENCLOSURES SUCH AS TRANSFORMERS, AIR CONDITIONING COMPRESSORS, BACKFLOW PREVENTERS AND OTHER MECHANICAL EQUIPMENT NOT DETERMINED PRIOR TO SITE PLAN APPROVAL. SCREEN PLANT MATERIAL WILL BE LOCATED AT ALL NON-ACCESSIBLE PORTION OF SAID EQUIPMENT AND WILL BE EQUAL TO THE HEIGHT OF SUCH ELEMENTS (REFER TO GROUND MOUNTED EQUIPMENT SCREENING DETAIL). INSTALLATION SHALL BE PERFORMED PRIOR TO INSPECTION BY THE PERMITTING AGENCY. THE CONTRACTOR SHALL CONSULT WITH THE LANDSCAPE ARCHITECT FOR APPROPRIATE PLANT SPECIES, SIZE AND QUANTITY OF ALL SCREENING SHRUBS. THE CONTRACTOR SHALL SUBMIT A R.C.O. (REQUEST FOR CHANGE ORDER) FOR ALL ADDITIONAL REQUIRED SHRUBS TO SCREEN GROUND MOUNTED EQUIPMENT TO THE OWNER OR OWNER'S REPRESENTATIVE FOR CONSENT AND TO THE CITY FOR APPROVAL.

21. THE CONTRACTOR WILL, WITH ALL QUOTATIONS OR PROPOSAL/AGREEMENTS, PROVIDE A BINDING LETTER AND WRITTEN REPLACEMENT WARRANTY FOR ALL INSTALLED PLANT MATERIAL AFTER FINAL INSPECTION AND ACCEPTANCE BY THE OWNER. WARRANTY SHALL BE FOR 1 YEAR FOR ALL TREES AND PALMS, 120 DAYS FOR SHRUBS. WHERE INCREMENTAL COMPLETION CERTIFICATES OR TCS'S ARE ISSUED, CONTRACTOR MAY PETITION OWNER & AUTHORITY TO ACCEPT WORK IN CORRESPONDING INCREMENTAL SECTIONS. ALL PLANT MATERIAL SHALL NOT BE BOUND UNDER WARRANTY SHOULD IT BE CONFIRMED THAT DAMAGE OR DEATH TO PLANT MATERIAL BE THE RESULT OF AN "ACT OF GOD".

22. THE CONTRACTOR WILL PROVIDE A WRITTEN AGREEMENT TO COVER THE WARRANTY PERIOD AT TIME OF THE COMPLETION, INSPECTION AND PRIOR TO FINAL ACCEPTANCE. CONTRACTOR SHALL ALSO DEFINE INSPECTION DATES AND TIMES THROUGHOUT THE WARRANTY PERIOD TO MONITOR PLANTINGS UNDER WARRANTY. MAINTENANCE AGREEMENT WORK SHALL BE PERFORMED BY A QUALIFIED LANDSCAPE/IRRIGATION CONTRACTOR.

23. THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY OF OBTAINING FROM GROWERS STATEWIDE, AND INTERSTATE, SPECIFIED PLANT MATERIALS IN ADVANCE OF RELEASING SITE TO LANDSCAPE PROFESSIONAL AWARD OF THE CONTRACT IS BASED ON THE CONTRACTOR PROVIDING THE MATERIALS AT BID PRICE. CONTRACTOR WILL PROVIDE OFF-SITE INTERIM NURSERY FACILITIES FOR RECEIVING, MAINTAINING AND GROWING PLANT MATERIALS AT HIS OWN COST, WHEN SPECIAL CONDITIONS EXIST OR OTHER ARRANGEMENTS MUST BE MADE IN ORDER TO SUPPLY SPECIFIED PLANT MATERIALS. ONLY REGIONAL (TRI-COUNTY) AGRICULTURAL DAMAGE AS DETERMINED BY FLORIDA D.O.A. AND/OR THE LOCAL COOPERATIVE EXTENSION SERVICE IN WRITING WILL BE CONSIDERED BY AUTHORITY. IN THIS CASE, THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING AND OBTAINING WRITTEN MODIFICATION FROM THE LANDSCAPE ARCHITECT AND THE PERMITTING JURISDICTION FOR ACCEPTABLE PLANT SUBSTITUTIONS.

24. THE CONTRACTOR ACCEPTS THE LANDSCAPE PLAN, PLANT LIST, QUANTITIES AND SPECIFICATIONS CONTAINED HEREIN AS REQUIRED FOR SITE PLAN APPROVAL, ZONING AND LANDSCAPE PERMITTING. FINAL ARCHITECTURE, ENGINEERING IN PLANS AND UTILITY PROVIDERS MAY CREATE CONFLICTS AND OCCURANCE OF DISCREPANCIES BETWEEN PLANT LOCATIONS, COUNTS ON PLAN, AND THE LIST. BIDDERS AND CONTRACTORS SHALL REPORT IN WRITING ANY AND ALL DESIGN CONFLICTS TO THE LANDSCAPE ARCHITECT FOR RESOLUTION, AND AS REQUIRED BY CODE.

SIGNATURE OF CONTRACTOR/BI

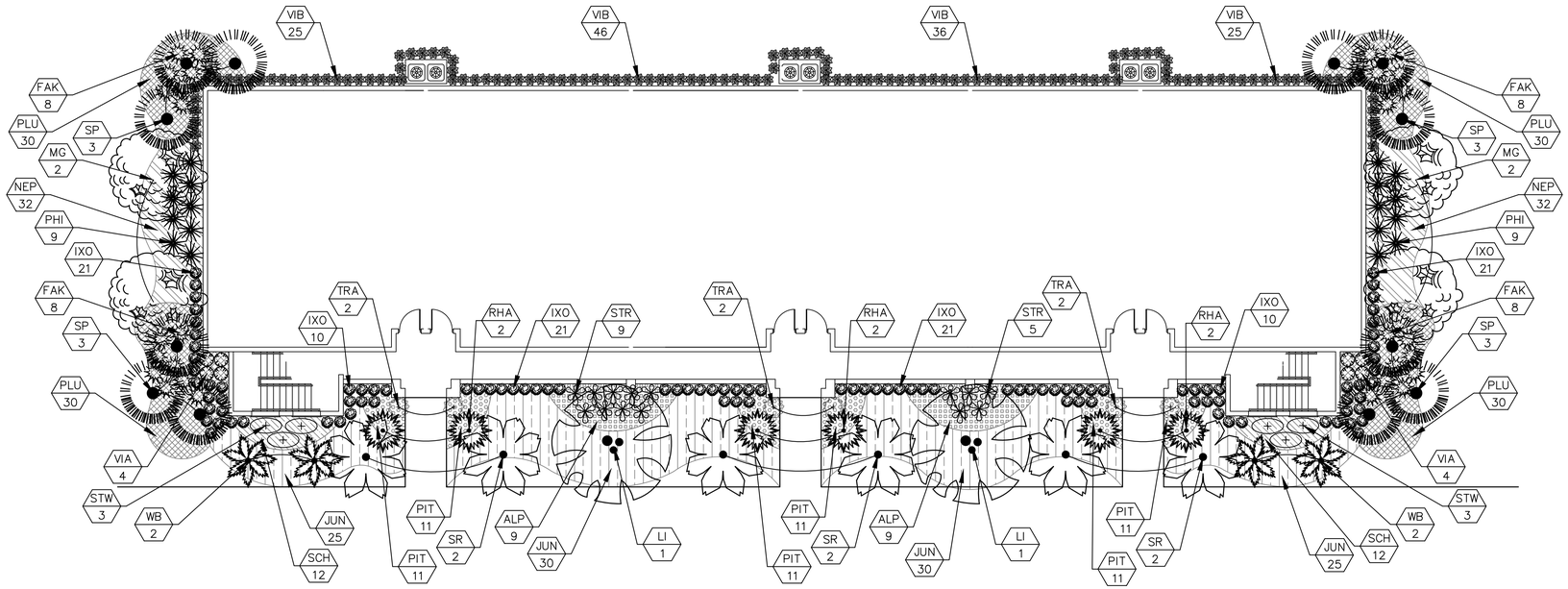
12 Unit Typical Plant List

	Sym	Key	Qty.	Crt.	Scientific\Common Name	Ht.	Spr.	Remarks
Trees and Palms		SR	6	1:1	QUEEN PALM SYAGRUS ROMANZOFFIANA	12' GW		12' GW. MATCHED FULL HEAVY HEADS NO SCARRED TRUNKS
		WB	4	1:1	FOXTAIL PALM WODYETIA BIFURCATA	6' GW		6' GREY WOOD, MATCHING HEADS MIN. 9 FRONDS, NO SCARRED TRUNKS
		SP	12	3:1	SABAL PALM SABAL PALMETTO 'W/BOOTS'	8'-10'		VARIED HEIGHTS, BOOTED TRUNKS MINIMUM 8' CT. TRUNKS WITH 4 STAGGERED FULL HEADS
		LI	2	1:1	CREPE MYRTLE LAGERSTROEMIA INDICA	10'	5'	MULTI-TRUNK STANDARD, 3 TRUNKS MINIMUM MIN. 4" CT., FULL MATCHED
		MG	4	1:1	'LITTLE GEM' MAGNOLIA MAGNOLIA GRANDIFLORA 'LITTLE GEM'	12'	5'	SINGLE STRAIGHT TRUNK, 2.5" D.B.H. MIN. 5' CT.
		LG	2		WAX LIGUSTRUM LIGUSTRUM LUCIDUM	8'	5'	MULTI-TRUNK STANDARD 5 TRUNKS MINIMUM MIN. 4' CT., FULL MATCHED

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Accents		STW	6	WHITE BIRD OF PARADISE STRELITZIA NICOLAI	36"	36"	7 STEMS MIN. MATCHED 7 GALLON
		STR	14	DWARF BIRD OF PARADISE STRELITZIA REGINAE	48"	48"	7 GALLON, FULL MIN. 6-8 FRONDS
		RHA	6	LADY PALM RHAPIS EXCELSA	48"	36"	7 GALLON, FULL TO BASE MATCHED
		ALP	18	VARIEGATED SHELL GINGER ALPINIA ZERUMBET 'VARIEGATA'	18"	24"	FULL TO BASE MIN. 3 GALLON, 36" O.C.
		COR	24	HAWAIIAN TI PLANT CORDYLINE TERMINALIS 'BOLERO'	36"	24"	FULL 5 STEMS MIN. 3 GALLON

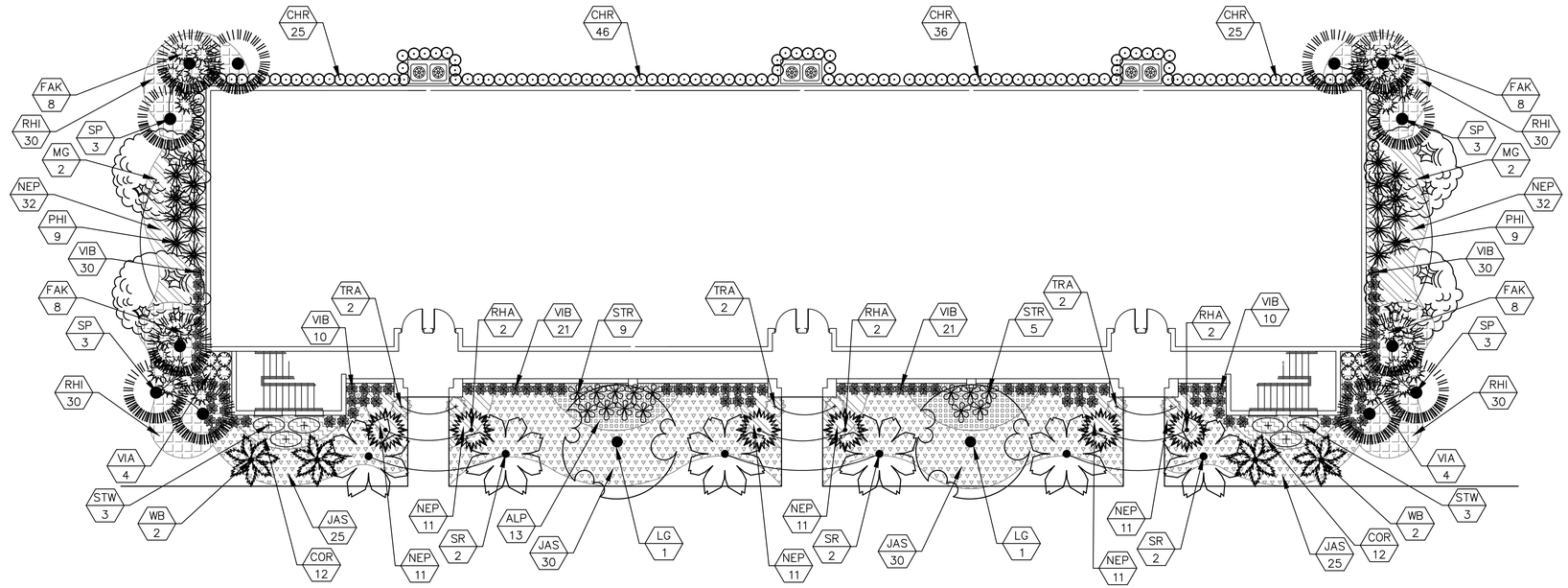
	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Shrubs and Hedging		VIA	8	AWABUKI VIBURNUM VIBURNUM ODORATISSIMUM 'AWABUKI'	36"	30"	FULL TO BASE 3 GALLON, 36" O.C.
		PHI	18	PHILODENDRON PHILODENDRON SELLOUM	42"	36"	FULL TO BASE MIN. 7 GALLON, 48" O.C.
		IXO	104	IXORA IXORA COCCINEA 'JUNGLE FLAME'	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		VIB	132	SANDANKWA VIBURNUM VIBURNUM SUSPENSUM	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		FAK	32	FAKAHATCHEE GRASS TRIPSACUM DACTYLOIDES	24"	24"	FULL TO BASE, MATCHED 3 GALLON, 36" O.C.
		CHR	132	COCOPLUM CHRYSOBALANUS ICACO	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Groundcovers		PLU	120	PLUMBAGO PLUMBAGO AURICULATA 'IMPERIAL BLUE'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JAS	110	WAX JASMINE JASMINUM VOLUBILE	18"	18"	FULL 1 GALLON, 18" O.C.
		NEP	130	FISHTAIL FERN NEPHROLEPIS FALCATA 'FURCANS'	12"	12"	FULL 1 GALLON, 18" O.C.
		SCH	24	VARIEGATED SCHEFFLERA SCHEFFLERA ARBORICOLA 'VARIEGATA'	24"	18"	FULL TO BASE MIN. 3 GALLON, 24" O.C.
		PIT	66	VARIEGATED TOBIRA PITTOSPRUM PITTOSPORUM TOBIRA 'VARIEGATA'	8"	8"	FULL TO BASE 1 GALLON, 18" O.C.
		RHI	120	INDIAN HAWTHORN 'WHITE' RHAPHIOLEPIS INDICA 'ALBA'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JUN	110	BLUE RUG JUNIPER JUNIPERUS HORIZONTALIS 'WILTONII'	12"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		TRA	6	CONFEDERATE JASMINE TRACHELOSPERMUM JASMINOIDES			3 GALLON, FULL MIN. 5 RUNNERS, MIN. 30" LONG ATTACH TO FENCE / TRELLIS
	SOD	SOD	XX,XXX S.F.	ST. AUGUSTINE 'FLORATUM' STENOTAPHRUM SECUNDATUM			SOLID SOD STAGGER SEAMS FIELD VERIFY SOD AREAS



SUN EXPOSURE

12 UNITS



SHADE EXPOSURE

12 UNITS

J:\38890\5.9 Drawings\59lsc\layouts\38890-LandscapePlan ALT.dwg Modified: 3/16/2016 By:becky.williams Plotted By:becky.williams

NO.	DESCRIPTION	DATE	BY

IBI GROUP (FLORIDA) INC.
ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS ENVIRONMENTAL CONSULTANTS
HTTP://www.ibigroup.com
2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 660-1120
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 788-3400
ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

LANDSCAPE TYPICALS

DRAWN:	DESIGNED:	CHECKED:	DATE:
BW		RW	3/16/2016

SCALE	PROJECT	SHEET
1" = 10'	38890	LA-2.1

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

NOT FOR CONSTRUCTION
3/16/16

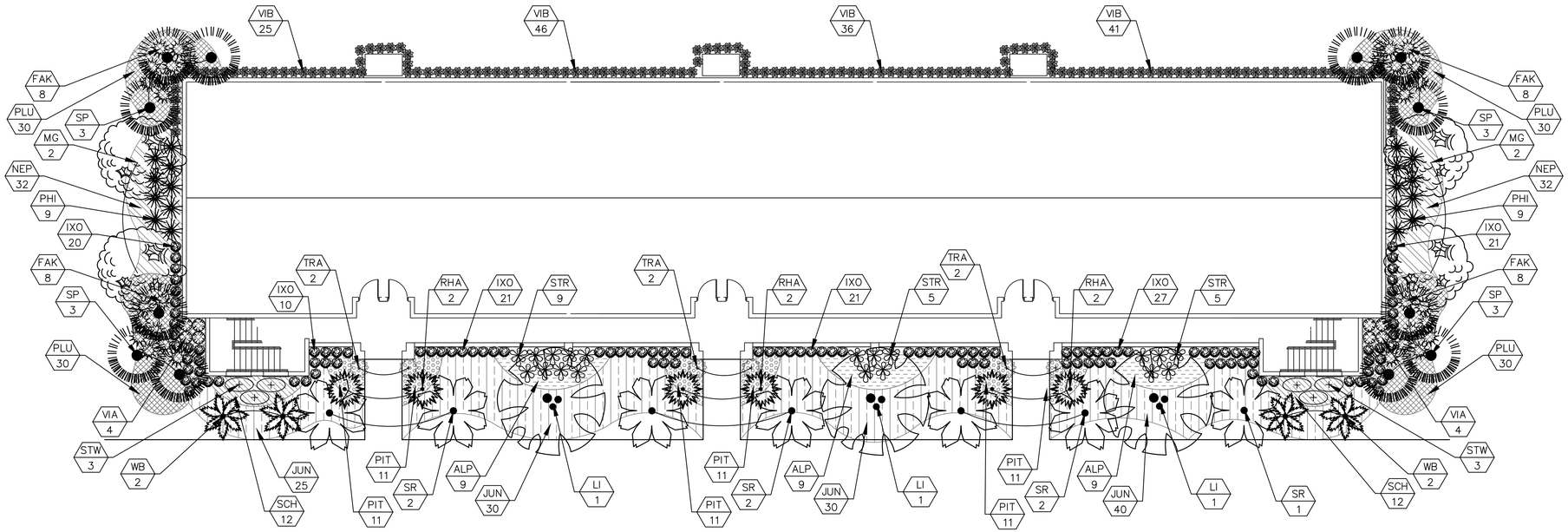
14 Unit Typical Plant List

	Sym	Key	Qty.	Crt.	Scientific\Common Name	Ht.	Spr.	Remarks
Trees and Palms		SR	6	1:1	QUEEN PALM SYAGRUS ROMANZOFFIANA	12' GW		12' GW. MATCHED FULL HEAVY HEADS NO SCARRED TRUNKS
		WB	4	1:1	FOXTAIL PALM WODYETIA BIFURCATA	6' GW		6' GREY WOOD, MATCHING HEADS MIN. 9 FRONDS, NO SCARRED TRUNKS
		SP	12	3:1	SABAL PALM SABAL PALMETTO 'WIBOOTS'	8'-10'		VARIED HEIGHTS, BOOTED TRUNKS MINIMUM 6' CT. TRUNKS WITH 4 STAGGERED FULL HEADS
		LI	2	1:1	CREPE MYRTLE LAGERSTROEMIA INDICA	10'	5'	MULTI-TRUNK STANDARD, 3 TRUNKS MINIMUM MIN. 4' CT., FULL MATCHED
		MG	4	1:1	'LITTLE GEM' MAGNOLIA MAGNOLIA GRANDIFLORA 'LITTLE GEM'	12'	5'	SINGLE STRAIGHT TRUNK, 2.5" D.B.H. MIN. 5' CT.
		LG	2		WAX LIGUSTRUM LIGUSTRUM LUCIDUM	8'	5'	MULTI-TRUNK STANDARD 5 TRUNKS MINIMUM MIN. 4' CT., FULL MATCHED

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Accents		STW	6	WHITE BIRD OF PARADISE STRELITZIA NICOLAI	36"	36"	7 STEMS MIN. MATCHED 7 GALLON
		STR	19	DWARF BIRD OF PARADISE STRELITZIA REGINAE	48"	48"	7 GALLON, FULL MIN. 5-8 FRONDS
		RHA	6	LADY PALM RHAPIS EXCELSA	48"	36"	7 GALLON, FULL TO BASE MATCHED
		ALP	27	'VARIEGATED SHELL GINGER ALPINIA ZERUMBET 'VARIEGATA'	18"	24"	FULL TO BASE MIN. 3 GALLON, 36" O.C.
		COR	24	HAWAIIAN TI PLANT CORDYLINE TERMINALIS 'BOLERO'	36"	24"	FULL 5 STEMS MIN. 3 GALLON

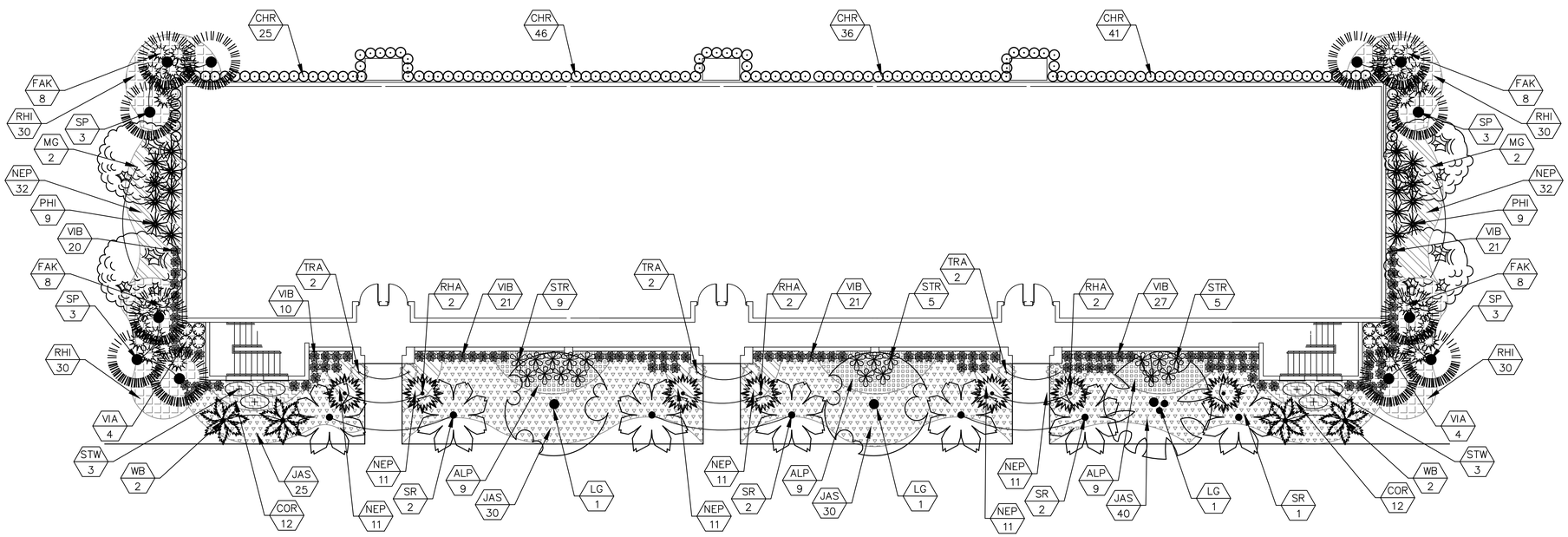
	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
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		PHI	18	PHILODENDRON PHILODENDRON SELLOUM	42"	36"	FULL TO BASE MIN. 7 GALLON, 48" O.C.
		IXO	120	IXORA IXORA COCCINEA 'JUNGLE FLAME'	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		VIB	148	SANDANKWA VIBURNUM VIBURNUM SUSPENSUM	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		FAK	32	FAKAHATCHEE GRASS TRIPSACUM DACTYLOIDES	24"	24"	FULL TO BASE, MATCHED 3 GALLON, 36" O.C.
		CHR	148	COCOPLUM CHRYSOBALANUS ICACO	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Groundcovers		PLU	120	PLUMBAGO PLUMBAGO AURICULATA 'IMPERIAL BLUE'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JAS	125	WAX JASMINE JASMINUM VOLUBILE	18"	18"	FULL 1 GALLON, 18" O.C.
		NEP	130	FISHTAIL FERN NEPHROLEPIS FALCATA 'FURCANS'	12"	12"	FULL 1 GALLON, 18" O.C.
		SCH	24	VARIEGATED SCHEFFLERA SCHEFFLERA ARBORICOLA 'VARIEGATA'	24"	18"	FULL TO BASE MIN. 3 GALLON, 24" O.C.
		PIT	66	VARIEGATED TOBIRA PITTOSPRUM PITTOSPORUM TOBIRA 'VARIEGATA'	8"	8"	FULL TO BASE 1 GALLON, 18" O.C.
		RHI	120	INDIAN HAWTHORN 'WHITE' RHAPHIOLEPIS INDICA 'ALBA'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JUN	125	BLUE RUG JUNIPER JUNIPERUS HORIZONTALIS 'WILTONII'	12"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		TRA	6	CONFEDERATE JASMINE TRACHELOSPERMUM JASMINOIDES			3 GALLON, FULL MIN. 5 RUNNERS, MIN. 30" LONG ATTACH TO FENCE / TRELLIS
	SOD	SOD	XX,XXX S.F.	ST. AUGUSTINE 'FLORATUM' STENOTAPHRUM SECUNDATUM			SOLID SOD STAGGER SEAMS FIELD VERIFY SOD AREAS



SUN EXPOSURE

14 UNITS



SHADE EXPOSURE

14 UNITS

J:\38890\5.9 Drawings\59lsc\layouts\38890-LandscapePlan ALT.dwg Modified: 3/16/2016 By: becky.williams Plotted By: becky williams

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2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 788-3400
ORLANDO POMPANO BEACH

REV.	DATE	DESCRIPTION	BY

MAYFAIR
FORT PIERCE, FLORIDA

LANDSCAPE TYPICALS

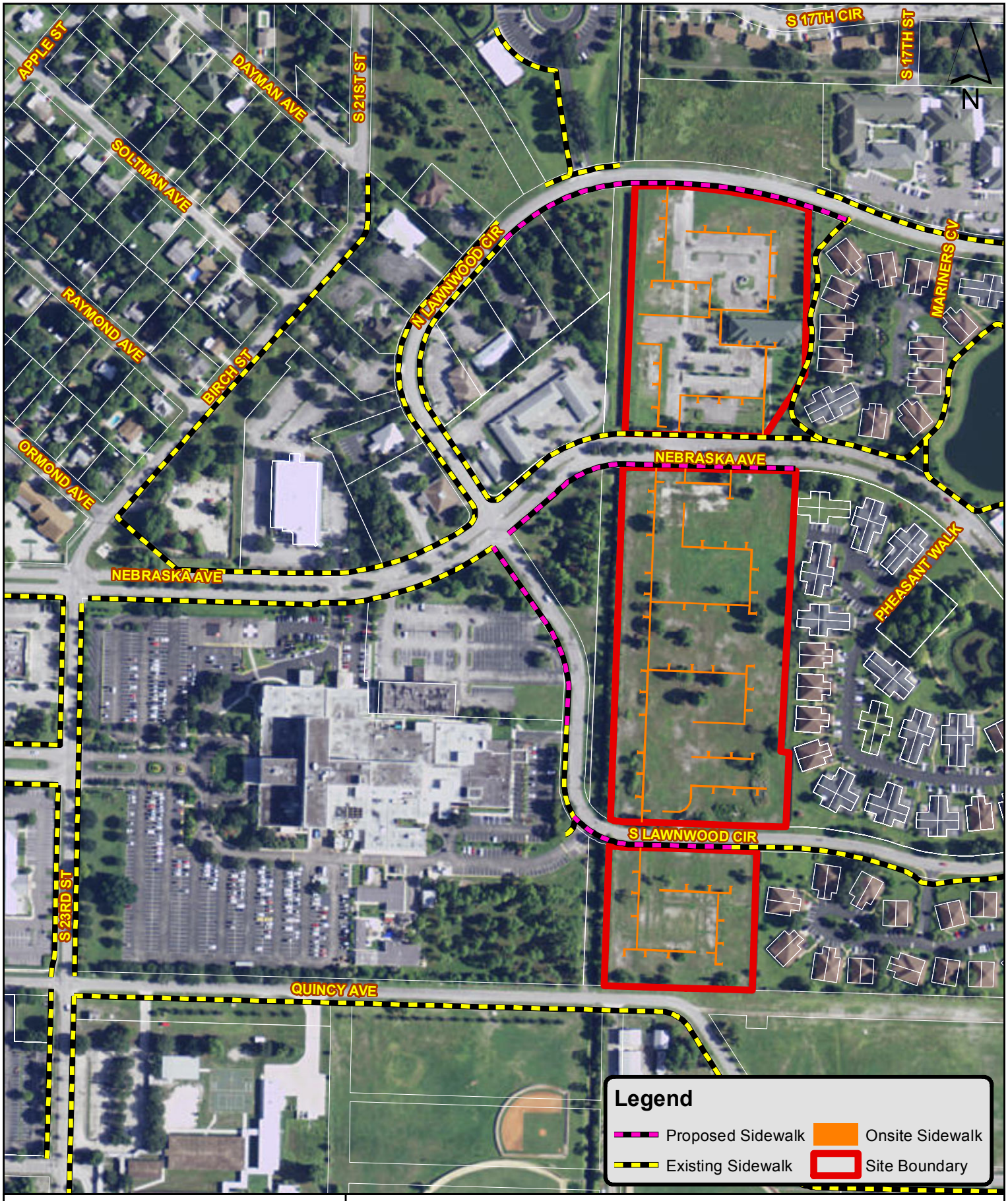
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SCALE 1" = 10' | PROJECT 38890 | SHEET LA-2.2

IBI GROUP
FLORIDA ENGINEERING
BUSINESS NO. 2966

NOT FOR CONSTRUCTION
3/16/16

- **Proposed Sidewalk Plan**



IBI

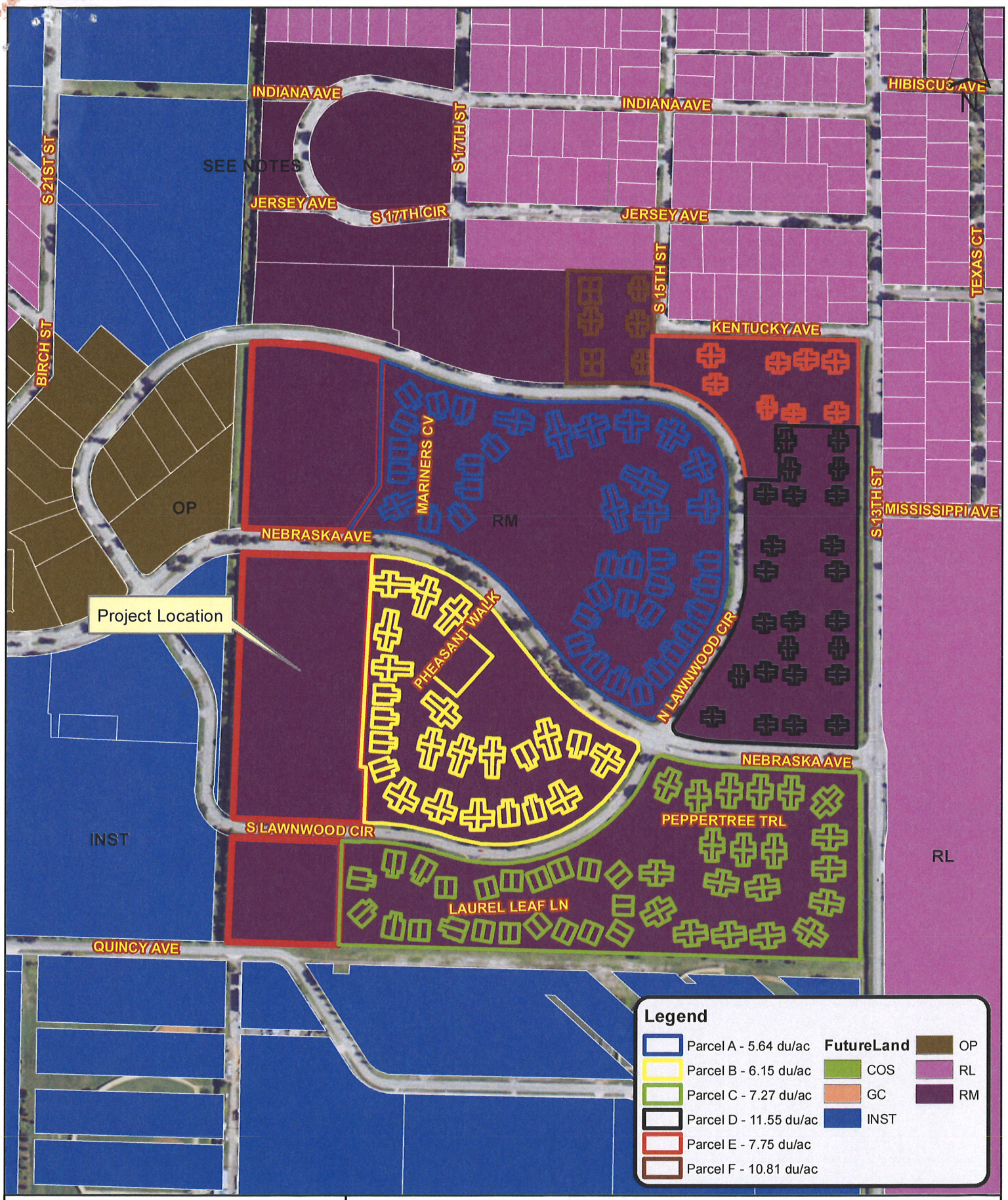
IBI Group (Florida) Inc.
2200 Park Central Boulevard N. Suite 100
Pompano Beach, FL 33064
tel 954 974 2200
fax 954 973 2686

Mayfair at Longwood
Sidewalk Map

City of Fort Pierce | St. Lucie County | Florida

Scale: 1" = 300'	By: cmp	Job# 38890	Date: 06/06/2016

- **Neighboring Densities & Occupancy - Maps & Data**



IBI Group (Florida) Inc.
2200 Park Central Boulevard N. Suite 100
Pompano Beach, FL 33064
tel 954 974 2200
fax 954 973 2686

Mayfair at Longwood

Neighboring Densities Map

City of Fort Pierce | St. Lucie County | Florida

Scale: 1" = 400'	By: cmp	Job# 38890	Date: 01/13/2016



IBI

IBI Group (Florida) Inc.
2200 Park Central Boulevard N. Suite 100
Pompano Beach, FL 33064
tel 954 974 2200
fax 954 973 2686

Mayfair at Longwood

Adjacent Homestead Exemptions Map

City of Fort Pierce	St. Lucie County	Florida	
Scale: 1" = 300'	By: cmp	Job# 38890	Date: 01/13/2016

Mayfair Market Area as of 01/18/2016

Available Condo/Townhome/Villa Properties

Rick, these are the 'FOR SALE' units I pulled up from the most recent MOVATO listings I receive every day for this market area.

1303 Peppertree Trail, Apt B (Lakewood Villas) $ 59,900
2 Brm/2 Bath 1,850 sq ft Time on Market: 81 days

1305 Peppertree Trail, Apt D (Lakewood Villas) $ 74,900
2 Brm/2 Bath 1,850 sq ft Time on Market: 162 days

1327 Peppertree Trail, Apt ? (Lakewood Villas) $ 68,000
2 Brm/2 Bath 1,850 sq ft Time on Market: 147 days

1317 Peppertree Trail, Apt ? (Lakewood Villas) $ 69,900
2 Brm/2 Bath 1,850 sq ft Time on Market: 9 days

1302 Nebraska Avenue, Apt 12A $ 69,900
2 Brm/2 Bath 1,658 sq ft Time on Market: 110 days

1525 Pheasant Walk, Apt A $ 58,000
2 Brm/2 Bath 1,800 sq ft Time on Market: 74 days

1549 Pheasant Walk, Apt B $ 89,000
2 Brm/2 Bath 2,246 sq ft Time on Market: 87 days

1611 Laurel Leaf Lane, Apt A $ 89,900
3 Brm/2 Bath 1,658 sq ft Time on Market: 97 days

1440 N Lawnwood Circle, Apt 19-C — $ 84,900
2 Brm/1.5 Bath — 1,658 sq ft — Time on Market: 127 days

1458 N Lawnwood Circle, Apt ? — $ 69,900
2 Brm/1.5 Bath — 1,658 sq ft — Time on Market: 143 days

2090 Colonial Road, Apt 1 — $ 79,900
2 Brm/2 Bath — 2.141 sq ft — Time on Market: 67 days

2080 Colonial Road, Apt 3 — $ 74,900
2 Brm/2 Bath — 1,905 sq ft — Time on Market: 29 days

Parcel	A	B	C	D	E	F	AVERAGE
# of Units	102	75	122	96	32	24	451
Total Acreage	18.07	12.2	16.77	8.31	4.13	2.22	61.7
Density	5.64 du/ac	6.15 du/ac	7.27 du/ac	11.55 du/ac	7.75 du/ac	10.81 du/ac	7.31
Non-Homestead	39	22	59	54	20	15	209
% of Total	38%	29%	48%	56%	63%	63%	46%

➢ Transit Bus Routes



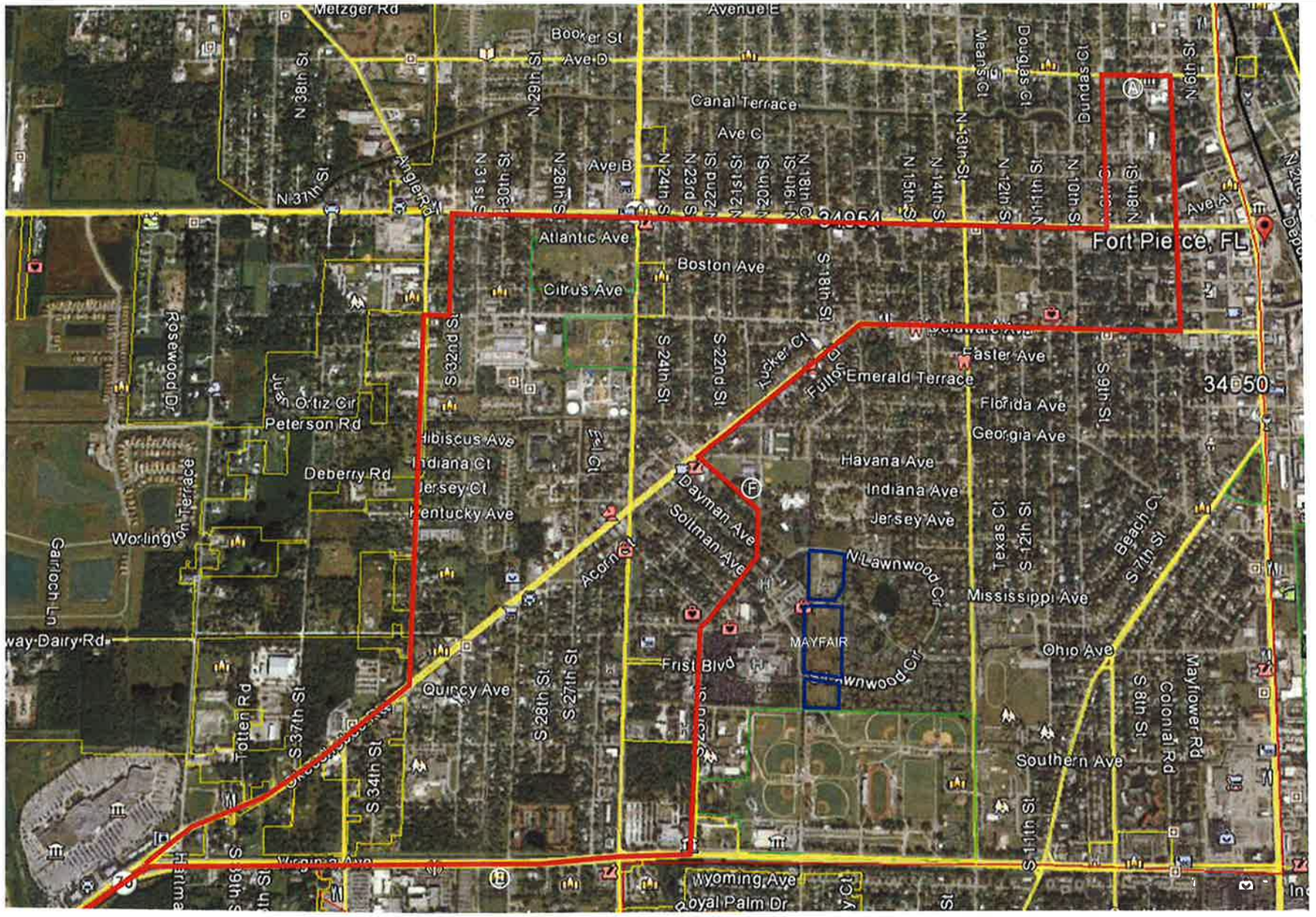
Ⓐ FORT PIERCE INTERMODAL TRANSFER



Ⓔ IRSC



Ⓕ 21 ST STREET & KAUFMAN AVE



TREASURE COAST CONNECTOR BUS ROUTE



ROUTE 3 - SOUTH / SUR
FORT PIERCE BUSINESS TRANSIT LINE & BUS STOPS

Fort Pierce Intermodal Facility** (A)	32nd Street & Delaware Avenue (B)	Walmart (C)	Peters Road (D)	IRSC (E)	21st Street/ Kaufman Avenue (F)
7:00	7:10	7:21	7:30	7:40	7:46
8:00	8:10	8:21	8:30	8:40	8:46
9:00	9:10	9:21	9:30	9:40	9:46
10:00	10:10	10:21	10:30	10:40	10:46
11:00	11:10	11:21	11:30	11:40	11:46
12:00	12:10	12:21	12:30	12:40	12:46
1:00	1:10	1:21	1:30	1:40	1:46
2:00	2:10	2:21	2:30	2:40	2:46
3:00	3:10	3:21	3:30	3:40	3:46
4:00	4:10	4:21	4:30	4:40	4:46
5:00	5:10	5:21	5:30	5:40	5:46
*6:00	----	----	----	----	----

PM TIMES ARE INDICATED IN BOLD TYPE / LOS HORARIOS PM ESTAN INDICADOS EN NEGRITA
*END OF THE LINE / *AL FIN DE LA LINEA **CONNECTION WITH ROUTES 1 & 2



ENLARGEMENT

IBI GROUP (FLORIDA) INC.
ENGINEERS SURVEYORS PLANNERS
LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
HTTP://WWW.IBIGROUP.COM
2300 MAITLAND CENTER PARKWAY MAITLAND, FLORIDA 32751 (407) 660-2120
2200 PARK CENTRAL BLVD. N. POMPANO BEACH, FLORIDA 33064 (954) 974-2200
ORLANDO POMPANO BEACH

REV.	DATE	DESCRIPTION	BY

MAYFAIR
City of Fort Pierce, Florida

TREASURE COAST CONNECTOR
BUS ROUTE

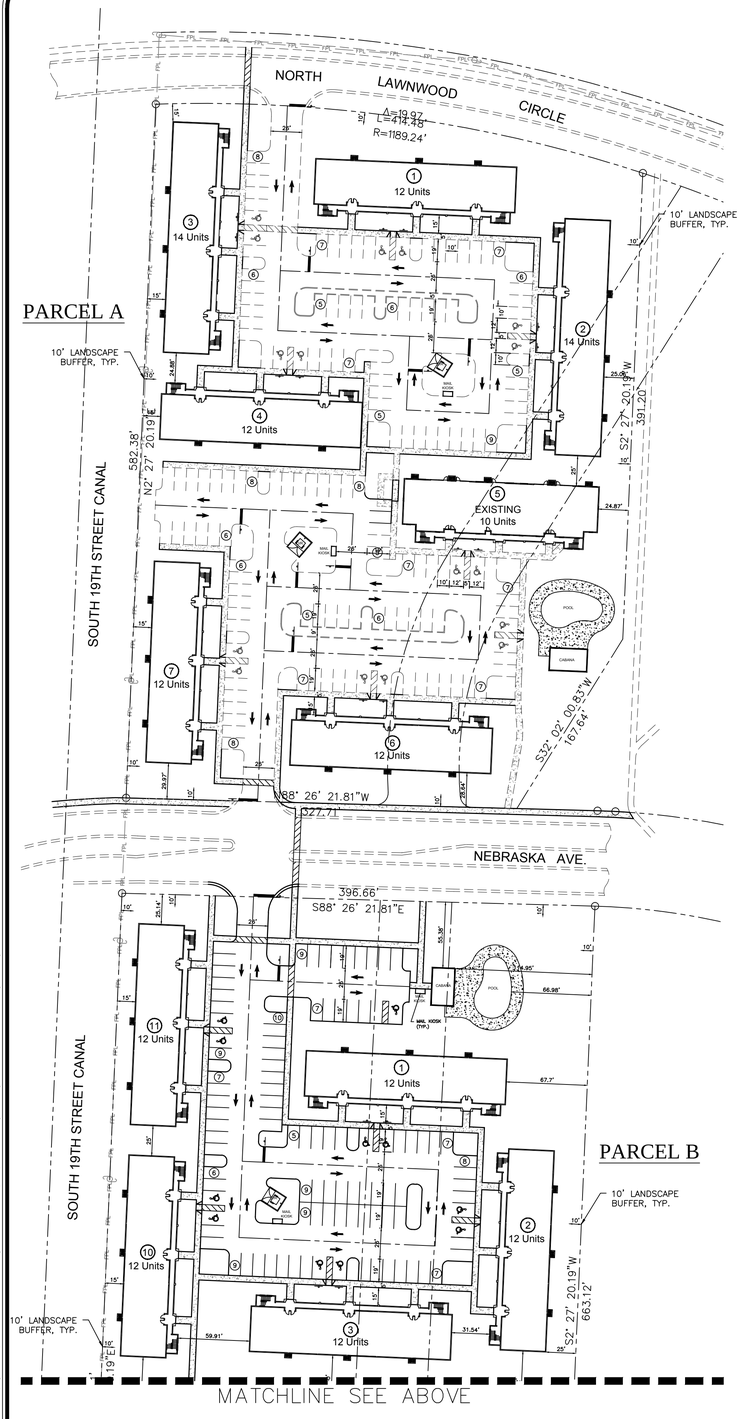
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NA	X. XXXXXX	X. XXXXXX		8/11/2015

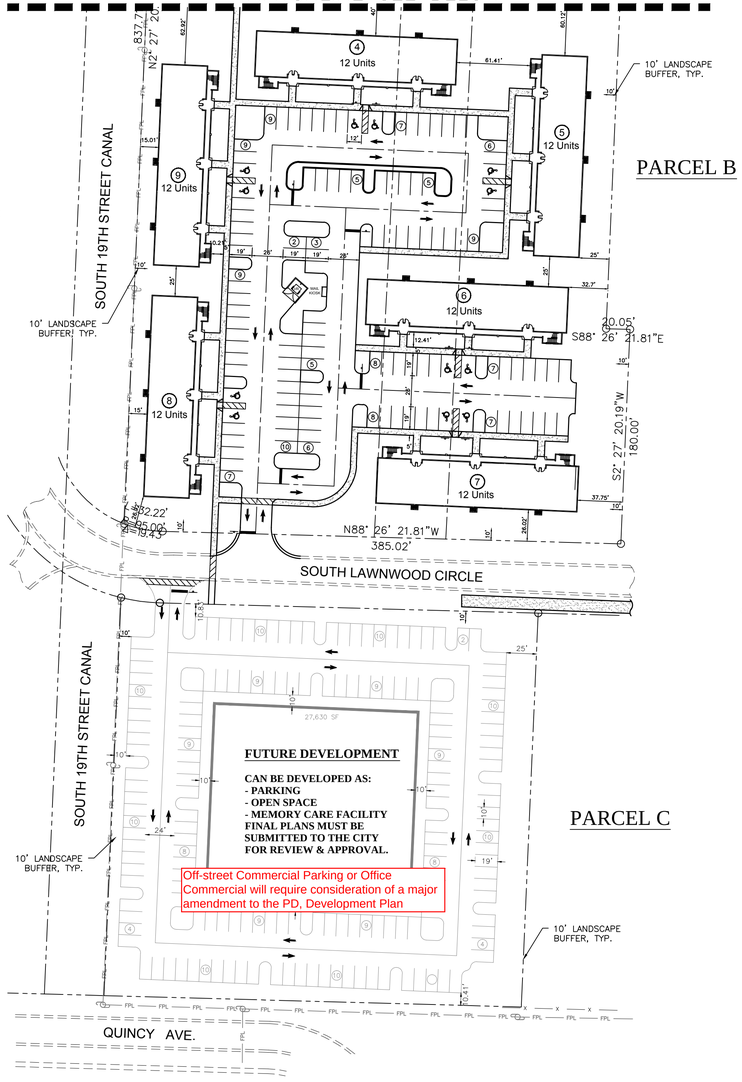
PROJECT 38890 SHEET RTE

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

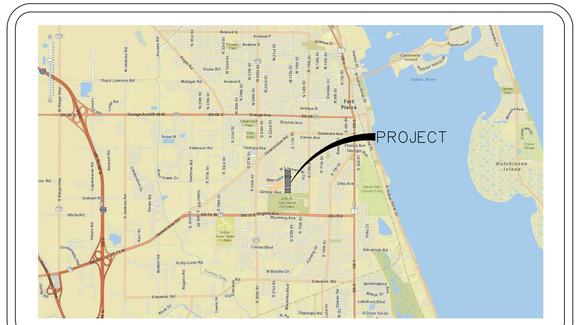
NOT FOR CONSTRUCTION
8/11/15

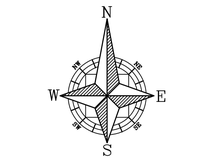
J:\38890\3.0 Drawings\3.0civil\layouts\BUS ROUTE EXHIBIT.dwg Modified: 8/11/2015 By: becky.williams Plotted By: becky.williams





PROJECT LOCATION MAP



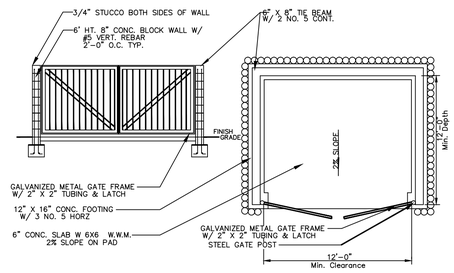


GRAPHIC SCALE

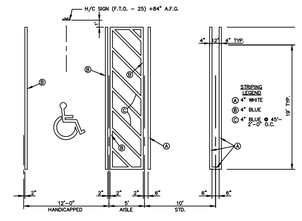
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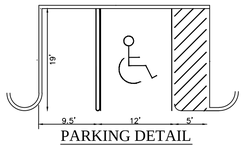
(IN FEET)
1 inch = 60 ft.

Dumpster Detail



Parking and Striping Detail





PARKING DETAIL

	Parcel A	Parcel B	Parcel C	Total
Gross Area	5.24	7.76	2.66	15.66
# of Buildings	7	11	0	18
1 BR	40	66	0	106
2 BR	42	66	0	108
3BR	4			4
	86	132	0	218
	16.41	17.01	0.00	13.92
Required Parking				
1.5 Spaces Per Unit	129	198	0	327
Provided	151	224	0	375
Parking Ratio	1.76	1.70	0.00	1.72

The property has a zoning of PUD and an overall density of 13.86
The underlying Land Use is Medium with a 6.5 to 12 DU/Acre.
There is a bonus program for 5 additonal units for a total of 17.
The site should qualify for the total bonus.

	North	Middle	South	Total
Gross Area	5.24	7.76	2.66	15.66
Pervious				
Water Management	0.06	0.51	0.20	0.77
Other	1.86	2.66	0.95	5.47
Total	1.92	3.17	1.15	6.24
Impervious				
Buildings	1.27	1.91	0.70	3.88
Pavement	1.68	2.21	0.71	4.60
Walkways	0.28	0.38	0.11	0.77
Pool/Cabana	0.09	0.09	0.00	0.18
Total	3.32	4.59	1.52	9.43
Open Space	1.88	2.81	1.01	5.70
Area	5.24	7.76	2.66	15.66
%	35.84%	36.25%	37.97%	36.40%

SITE DATA

PARCEL ID NUMBER:

PARCEL A	2416-504-0199-000-1	5.35 AC
PARCEL B	2416-504-0199-050-6	7.75 AC
PARCEL C	2416-504-0199-200-3	2.69 AC

PARCEL AREA: 15.8 +/- AC

EXISTING LAND USE: MULTI-FAMILY
PROPOSED LAND USE: MULTI-FAMILY

EXISTING PARCEL ZONING: PUD
PROPOSED PARCEL ZONING: PUD
ADJACENT EXISTING ZONING:
NORTH : R4
SOUTH : OS1
EAST : PUD
WEST : C-1

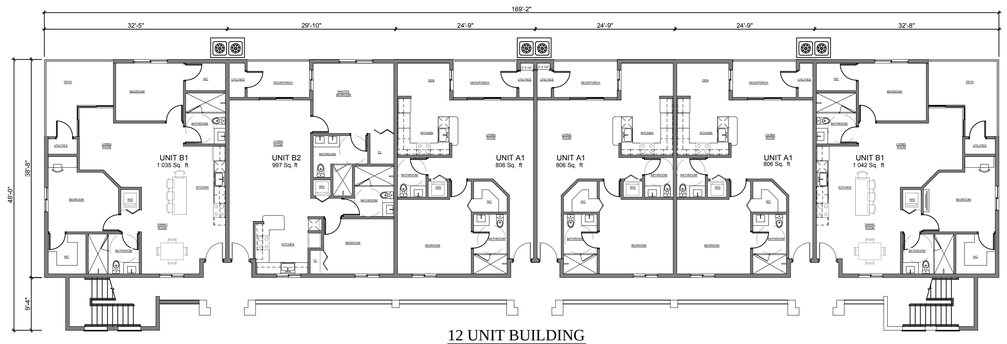
FEMA F.I.R.M. #12111C0187J
FLOOD ZONE: X

BUILDING SETBACKS:

	REQUIRED	PROVIDED
FRONT:	15'	
REAR:		
SIDE:		

MAXIMUM BUILDING HEIGHT: 35'

PARKING CALCULATIONS:
REQUIRED: MULTI-FAMILY 1.5 SPACE / 1 D.U. @ 218 D.U. = 327
PROPOSED : 375 SPACES @ 1.72 SPACES PER UNIT
ACCESSIBLE PARKING REQUIRED: 9
ACCESSIBLE PARKING PROVIDED: 39



12 UNIT BUILDING
NTS

REV.	DATE	DESCRIPTION	BY
	03-15-16	ROSE PARCEL "C"	
	11-24-15	ADD 10' LANDSCAPE BUFFER, SIDEWALKS, AREA TABLE	

IBI GROUP (FLORIDA) INC.
ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS ENVIRONMENTAL CONSULTANTS
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2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 660-1120
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 788-3400
ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

SITE PLAN

DRAWN: CP / BW
DESIGNED:
CHECKED: RW
DATE: 3/15/2016
SCALE: 1" = 60'
PROJECT: 38890
SHEET: SP-1.0

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

3/16/16

J:\38890\5.9 Drawings\59civil\layouts\38890-SP ALT.dwg Modified:3/16/2016 By:becky.williams Plotted By:becky williams

MAYFAIR AT LAWNWOOD

LEGAL DESCRIPTION

PARCEL 1:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION, THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 839.34 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 582.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1189.24 FEET, AN ARC DISTANCE OF 414.43 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 82°58'44" EAST, AND A CHORD DISTANCE OF 412.34 FEET, THE LAST DESCRIBED COURSE BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE SOUTH 19TH STREET CANAL, 535.88 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 635 FEET, AN ARC DISTANCE OF 15.00 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 88°48'06" WEST AND A CHORD DISTANCE OF 15.00 FEET; THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 395.42 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE.

LESS AND EXCEPT:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTION CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH A CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 540.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THOUGH A CENTRAL ANGLE OF 1°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89° 28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT -OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES, MORE OR LESS.

PARCEL 2:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION, THENCE RUN SOUTH 01°25'WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 919.35 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN SOUTH 89°28'42" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE, SAID LINE BEING PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, A DISTANCE OF 396.67 FEET; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 663.12 FEET; THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 20.05 FEET; THENCE RUN SOUTH 1°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL 180.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 389.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 95 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'59:, AN ARC DISTANCE OF 32.22 FEET TO THE EAST LINE OF THE SOUTH 19TH STREET CANAL, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 01°25' EAST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 837.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION, THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 2153.02 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL 334.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 155 FEET, THROUGH A CENTRAL ANGLE OF 12°07'54", AN ARC DISTANCE OF 32.82 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF SOUTH 83°24'42" EAST AND A CHORD DISTANCE OF 32.76 FEET; THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 317.37 FEET, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 330.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE; THENCE RUN NORTH 89°28'42" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 350 FEET TO THE POINT OF BEGINNING.

SAID PARCELS (1-3) CONTAIN 15.66 ACRES, MORE OR LESS (15.52 NET ACRES).

SURVEY NOTES

1. THIS SURVEY IS NOT VALID WITHOUT A SIGNATURE AND ORIGINAL EMBOSSED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR.
2. DESCRIPTION PROVIDED BY CLIENT AND/OR THEIR AGENT.
3. THE LAST DATE OF FIELD WORK WAS JUNE 14, 2013 (GPS).
4. UNDERGROUND IMPROVEMENTS AND FOUNDATIONS WERE NOT LOCATED AS PART OF THIS SURVEY.
5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SOUTH 19TH STREET CANAL BEARING NORTH 01°25'00" EAST, AS MONUMENTED. ALL BEARINGS ARE RELATIVE THERETO.
6. PROPERTY LIES IN FLOOD ZONE X, PER FLOOD MAP 12111C0186 J, DATED 2-16-12.
7. ALL BOUNDARY INFORMATION SHOWN IS DEED AND CALCULATED UNLESS OTHERWISE SHOWN.
8. TITLE COMMITMENT NO. FA-CC-2037-423633 PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 20, 2004 WAS REVIEWED AND INCORPORATED INTO THIS SURVEY.
9. BELLSOUTH EASEMENT IN O.R.B. 479, PAGE 2979 AND O.R.B. 499, PAGE 2949 AFFECTS THE PROPERTY BUT IS NOT DEFINED.
10. ORDINANCE H-247 RECORDED IN O.R.B. 393, PAGE 2615 PROVIDES THE NAME FOR NORTH AND SOUTH LAWNWOOD CIRCLE.
11. THE DEEDS IN O.R.B. 534, PAGE 1575 AND O.R.B. 889, PAGE 927 DESCRIBE PORTIONS OF THE SUBJECT PROPERTY, BUT DO NOT ABANDON ANY RIGHT-OF-WAYS.
12. THE DOCUMENT RECORDED IN O.R.B. 265, PAGE 275 WAS NOT PROVIDED TO THIS OFFICE FOR REVIEW AND INCLUSION.
13. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
14. OWNERSHIP OF FENCES IS UNKNOWN.
15. PER ORB 2432, PAGE 2170, THE DRAINAGE, FLOWAGE AND STORAGE EASEMENT IS A BLANKET EASEMENT COVERING THE ENTIRE PROPERTY.
16. PER ORB 3116, PAGE 2747, THE UTILITY EASEMENT IS A BLANKET EASEMENT APPLIED TO PARCEL 2 ONLY.
17. OVERALL PROPERTY CONTAINS 15.52 ACRES, MORE OR LESS.

LEGEND

Δ	= CENTRAL ANGLE
R	= CURVE RADIUS
(C)	= CHORD LENGTH
(P)	= PLAT
(D)	= DEED
(R)	= RADIAL
FND	= FOUND
POC	= POINT OF COMMENCEMENT
POB	= POINT OF BEGINNING
PRM	= PERMANENT REFERENCE MONUMENT
CM	= CONCRETE MONUMENT
FFE	= FINISH FLOOR ELEVATION
EL	= ELEVATION
FPL	= FLORIDA POWER AND LIGHT
OHU	= OVERHEAD UTILITIES
ND	= NAIL AND DISK
P.L.S.	= PROFESSIONAL LAND SURVEYOR
LB	= LICENSED BUSINESS
P.B.	= PLAT BOOK
R/W	= RIGHT-OF-WAY
W.M.E.	= WATER MAIN EASEMENT
S.S.E.	= SANITARY SEWER EASEMENT
IP	= 1/2" IRON PIPE
HDCP	= HANDICAP
ALUM	= ALUMINUM
CBS	= CONCRETE BLOCK STRUCTURE
SF	= SQUARE FEET
	= CURB INLET
	= CONTROL STRUCTURE
	= SET #5 IR & CAP LB 7056
	= LIGHT POLE
	= AT&T PEDESTAL
	= WOOD POWER POLE
	= GUY WIRE
CONC	= CONCRETE
WPP	= WOOD POWER POLE
U.E.	= UTILITY EASEMENT
	= FIRE HYDRANT
	= WATER VALVE
	= SANITARY VALVE
	= GAS VALVE
TOB	= TOP OF BANK
ORB	= OFFICIAL RECORD BOOK
PG	= PAGE
RCP	= REINFORCED CONCRETE PIPE
AC	= ACRES
	= CATCH BASIN
	= SANITARY MANHOLE
	= EXISTING WELL
IR	= #5 IRON ROD
IRC	= #5 IRON ROD AND CAP
	= 3/4" BACKFLOW PREVENTER/WATER METER
-STM-	= EXISTING STORM PIPE
-W-	= EXISTING WATER MAIN
-FM-	= EXISTING FORCE MAIN
-SAN-	= EXISTING SANITARY PIPE
	= DRAINAGE MANHOLE
	= FPL TRANSFORMER PAD
-x-	= 6' CHAIN LINK FENCE
-o-	= 4' HOG WIRE FENCE
-o-	= 4' WOOD FENCE
	= CABLE TELEVISION BOX
	= HANDICAP PARKING SPACE
(#)	= NUMBER OF REGULAR PARKING SPACES

Richard C. Laventure
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

7/5/13
DATE

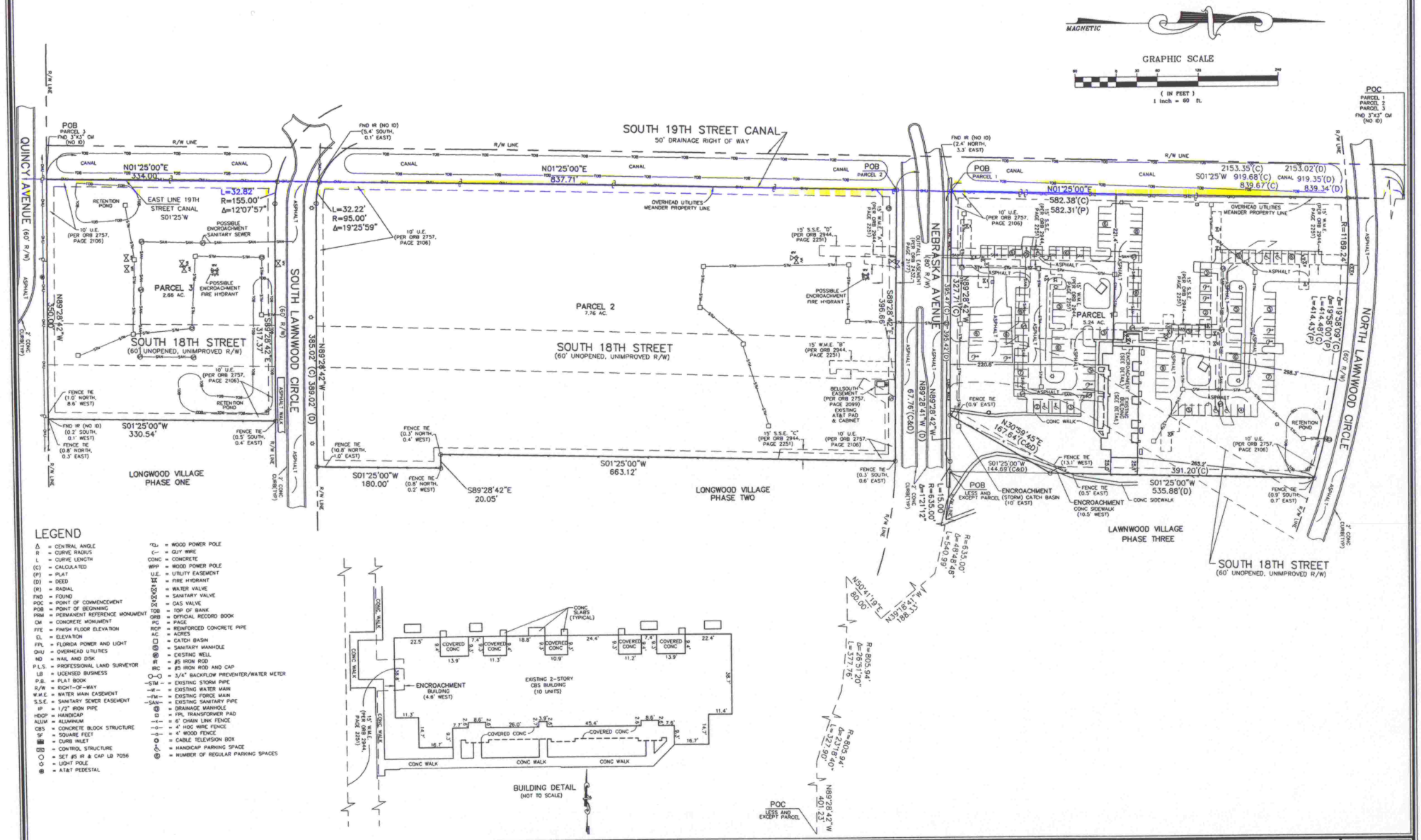
BOUNDARY SURVEY
PREPARED FOR
OCEAN BANK

- REVISIONS -	BY	DATE
REVIEW AND INDICATE TITLE ELEMENTS	ALH	3/3/04
TREE SURVEY	JPH	12/23/04
TOPO SURVEY	JPH	2/18/05
UPDATE SURVEY	MWH	7/05/13

	BY	DATE
FIELD	AB	2/11/04
CALCS.	RCL	2/10/04
DRAWN	JPH	2/11/04
CHECKED	RCL	2/11/04
FILE REF.	FIELD BK./PG.	
04.0447	04.88/75	

LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
CIVIL ENGINEERING COORDINATION
774 W. MIDWAY ROAD
FORT PIERCE, FLORIDA 34982
LB 7056 (772) 398-6430 PHONE (772) 398-6426 FAX

DATE: 2/11/04
HORIZ. SCALE: 1"=60'
VERT. SCALE: N/A
JOB No. 13.0447-1
SHEET 1 OF 2



LEGEND

Δ = CENTRAL ANGLE	"O" = WOOD POWER POLE
R = CURVE RADIUS	⟨ = GUY WIRE
L = CURVE LENGTH	CONC = CONCRETE
(C) = CALCULATED	WPP = WOOD POWER POLE
(P) = PLAT	U.E. = UTILITY EASEMENT
(D) = DEED	= FIRE HYDRANT
(R) = RADIAL	= WATER VALVE
FND = FOUND	= SANITARY VALVE
POC = POINT OF COMMENCEMENT	= GAS VALVE
POB = POINT OF BEGINNING	TOB = TOP OF BANK
PRM = PERMANENT REFERENCE MONUMENT	ORB = OFFICIAL RECORD BOOK
CM = CONCRETE MONUMENT	PG = PAGE
FFE = FINISH FLOOR ELEVATION	RCP = REINFORCED CONCRETE PIPE
EL = ELEVATION	AC. = ACRES
FPL = FLORIDA POWER AND LIGHT	= CATCH BASIN
OHU = OVERHEAD UTILITIES	= SANITARY MANHOLE
ND = NAIL AND DISK	= EXISTING WELL
P.L.S. = PROFESSIONAL LAND SURVEYOR	IR = #5 IRON ROD
LB = LICENSED BUSINESS	IRC = #5 IRON ROD AND CAP
P.B. = PLAT BOOK	= 3/4" BACKFLOW PREVENTER/WATER METER
R/W = RIGHT-OF-WAY	—STM— = EXISTING STORM PIPE
W.M.E. = WATER MAIN EASEMENT	—W— = EXISTING WATER MAIN
S.S.E. = SANITARY SEWER EASEMENT	—FM— = EXISTING FORCE MAIN
IP = 1/2" IRON PIPE	—SAN— = EXISTING SANITARY PIPE
HDCP = HANDICAP	= DRAINAGE MANHOLE
ALUM = ALUMINUM	= FPL TRANSFORMER PAD
CBS = CONCRETE BLOCK STRUCTURE	—x— = 6' CHAIN LINK FENCE
SF = SQUARE FEET	—o— = 4' HOG WIRE FENCE
= CURB INLET	—o— = 4' WOOD FENCE
= CONTROL STRUCTURE	= CABLE TELEVISION BOX
= SET #5 IR & CAP LB 7056	= HANDICAP PARKING SPACE
= LIGHT POLE	= NUMBER OF REGULAR PARKING SPACES
= AT&T PEDESTAL	

PLEASE SEE SHEET 1 OF 2 FOR NOTES AND CERTIFICATION.

BOUNDARY SURVEY

PREPARED FOR

OCEAN BANK

- REVISIONS -	BY	DATE
REVIEW AND INDICATE TITLE ELEMENTS	ALH	3/3/04
TREE SURVEY	JPH	12/23/04
TOPO SURVEY	JPH	2/18/05
UPDATE SURVEY	MWH	7/05/13

	BY	DATE
FIELD	AB	2/11/04
CALCS.	RCL	2/10/04
DRAWN	JPH	2/11/04
CHECKED	RCL	2/11/04
FILE REF. 04.0447	FIELD BK./PG. 04.88/75	

LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
CIVIL ENGINEERING COORDINATION
774 W. MIDWAY ROAD
FORT PIERCE, FLORIDA 34982
LB 7056 (772) 398-6430 PHONE (772) 398-6426 FAX

DATE: 2/11/04
HORIZ. SCALE: 1"=60'
VERT. SCALE: N/A
JOB No. 13.0447-1
SHEET 2 OF 2



Front Elevation

Fran Bankim

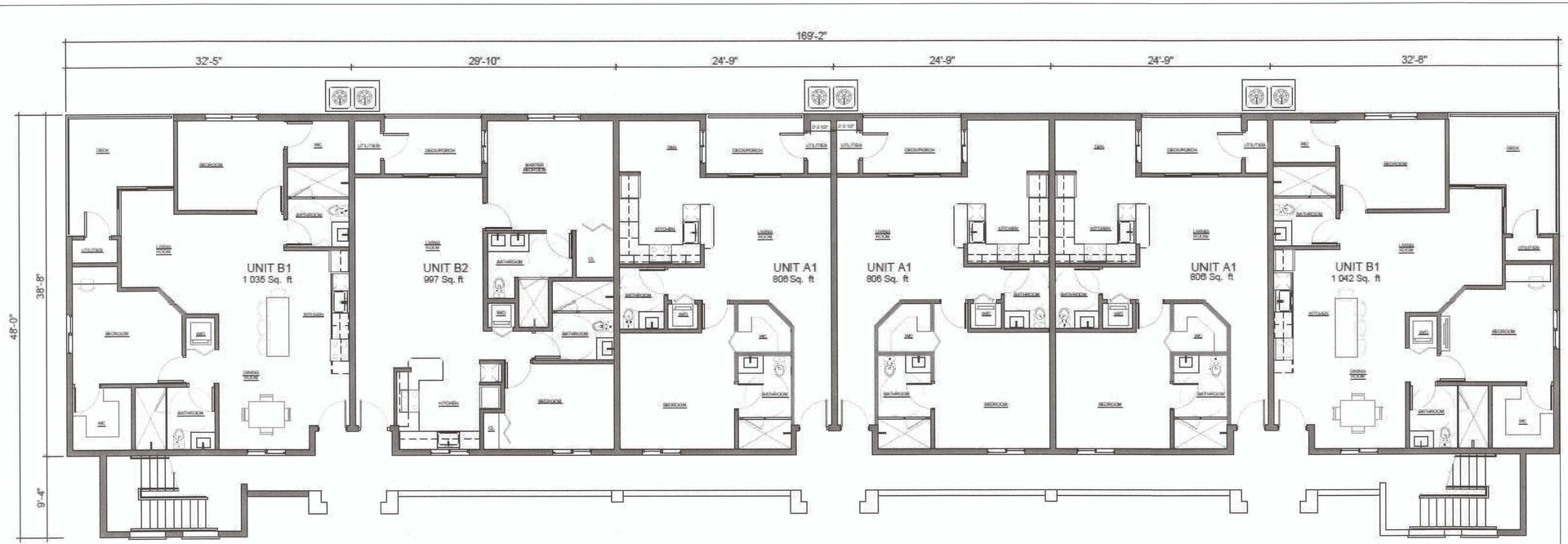


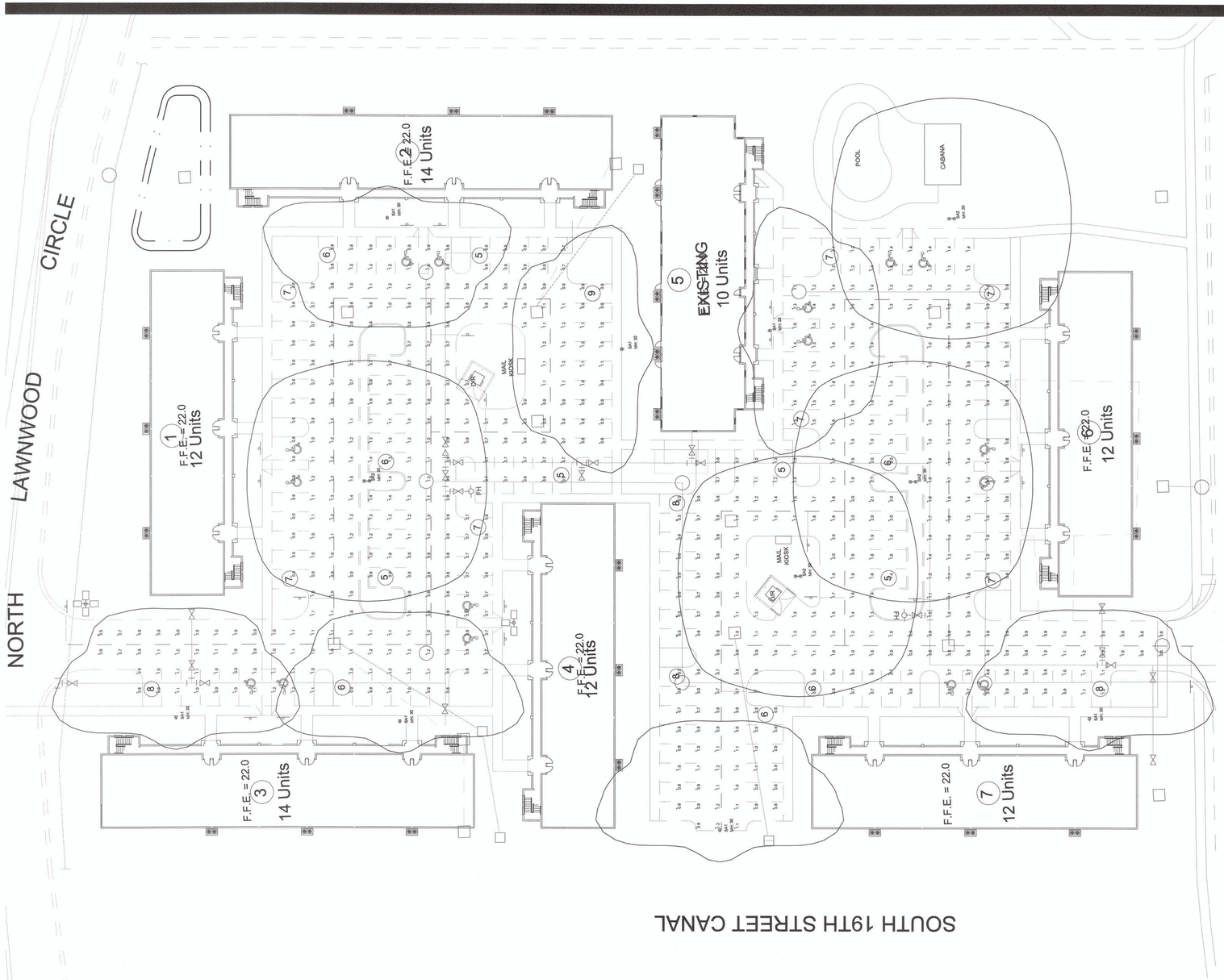
Rear Elevation


Left Side Elevation
Right Side Elevation



Front Elevation





NOTES

1. Readings shown are in units of maintained footcandles.
2. Total light loss factor = See luminaire schedule.
3. Test plane = 0' afg (Pavement Level).
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6. Fixture spacing = See plan view.
7. Reflectance = Not applicable (Direct Illuminance Calculation).
8. This photometric layout was calculated using specific criteria, any deviation from stated parameters will effect actual performance.
9. These lighting calculations are not a substitute for independent engineering analysis of lighting system suitability and safety.
10. Green fixture isoline shows 0.5 fc level per luminaire.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Manufacturer	Description	LLF	Lum. Watts	Arr. Watts	Total Watts	Lum. Lumens	Arr. Lum. Lumens	BUG Rating
	14	SA1	SINGLE	COOPER LIGHTING - McGRAW-EDISON	GLEON-AE-02-LED-E1-T4W	0.912	107	107	1498	10426	10426	B2-U0-G2
	14	SA2	BACK-BACK	COOPER LIGHTING - McGRAW-EDISON	GLEON-AE-02-LED-E1-5WQ	0.912	107	214	2996	11059	22118	B4-U0-G2

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING AREA	Illuminance	Fc	1.09	2.1	0.5	2.18	4.20

LIGHTING PARTNERS OF CENTRAL FL
(407) 852-7171
JOSH WRIGHT
jwright@lightingpartnerscf.com

5776 HOFFNER AVE. SUITE 203.
ORLANDO, FL 32822

LIGHTINGPARTNERS of Central Florida, Inc.

PROJECT:

MAYFAIR
FORT PIERCE, FL
PARKING LOT AREA
AREA 1
COOPER LIGHTING

CLIENT:

IBI Group
Atn: Becky Williams

PROJECT #:

DATE:

10/07/2015

REVISIONS:

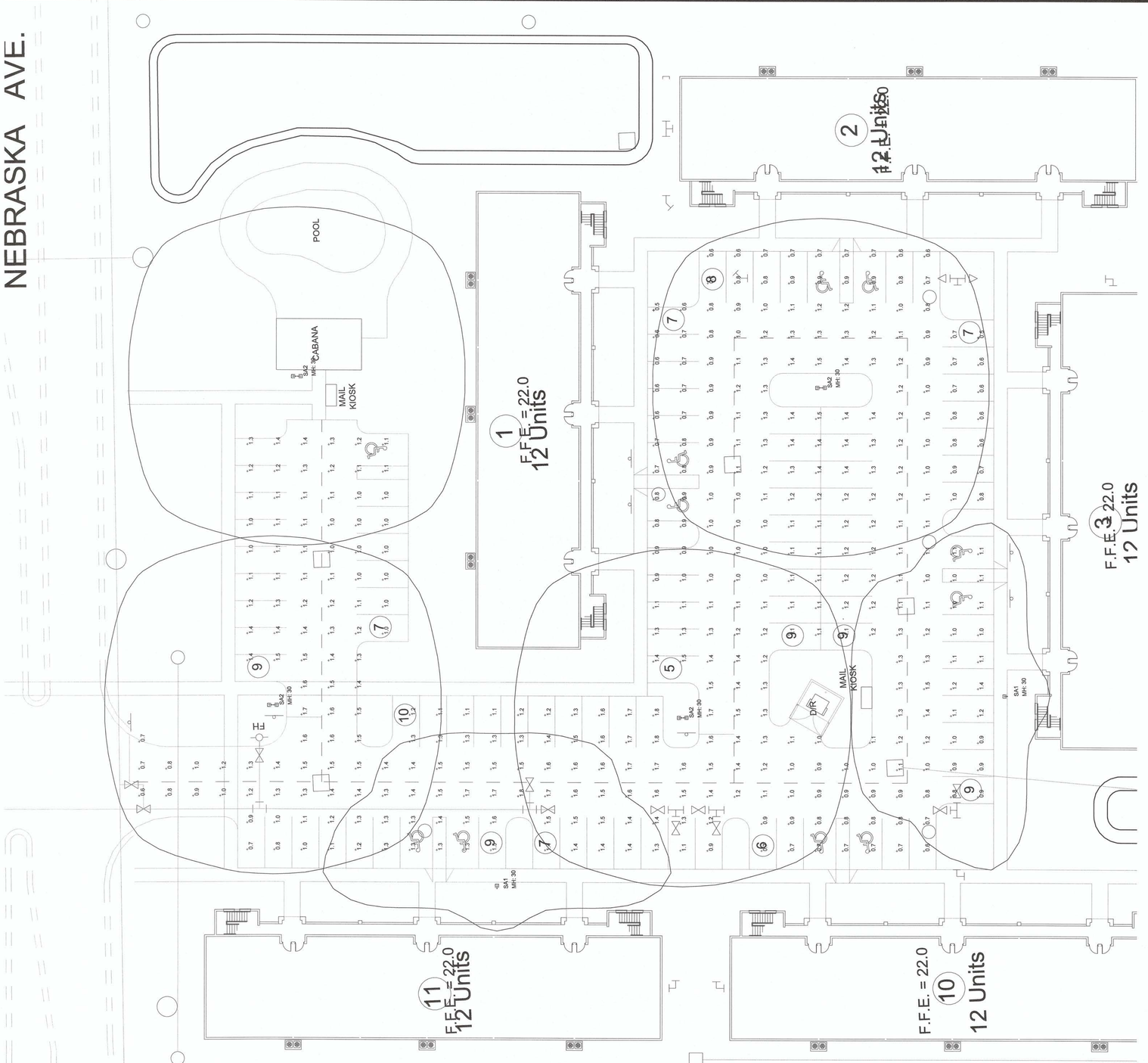
- Initial Design
-
-
-
-

SCALE:

1" - 30'-0"

DESIGN AND DRAWING:

IF



NOTES

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Luminaire Schedule

Symbol	Qty	Label	Arrangement	Manufacturer	Description	Lamp	Lamp Number	Lamp Watts	Total Watts	Total Lumens	Min Initial Lumens	Mean Initial Lumens
	16	SA1	SINGLE	COOPER LIGHTING - HALO/IMAGE/IOS	HALO/IMAGE/IOS/CO-1-NW	HID'S	1	30	30	1800	1620	1800
	16	SA2	SINGLE	COOPER LIGHTING - HALO/IMAGE/IOS	HALO/IMAGE/IOS/CO-1-NW	HID'S	1	30	30	1800	1620	1800

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CONDOS AREA	Illuminance	fc	1.46	3.7	0.5	2.92	7.4

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JOSH WRIGHT
jwright@lightingpartnerscf.com

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ORLANDO, FL 32822

LIGHTINGPARTNERS of Central Florida, Inc.

PROJECT:

MAYFAIR
FORT PIERCE, FL
PARKING LOT AREA
AREA 2
COOPER LIGHTING

CLIENT:

IBI Group
Atn: Becky Williams

PROJECT #:

DATE:

10/07/2015

REVISIONS:

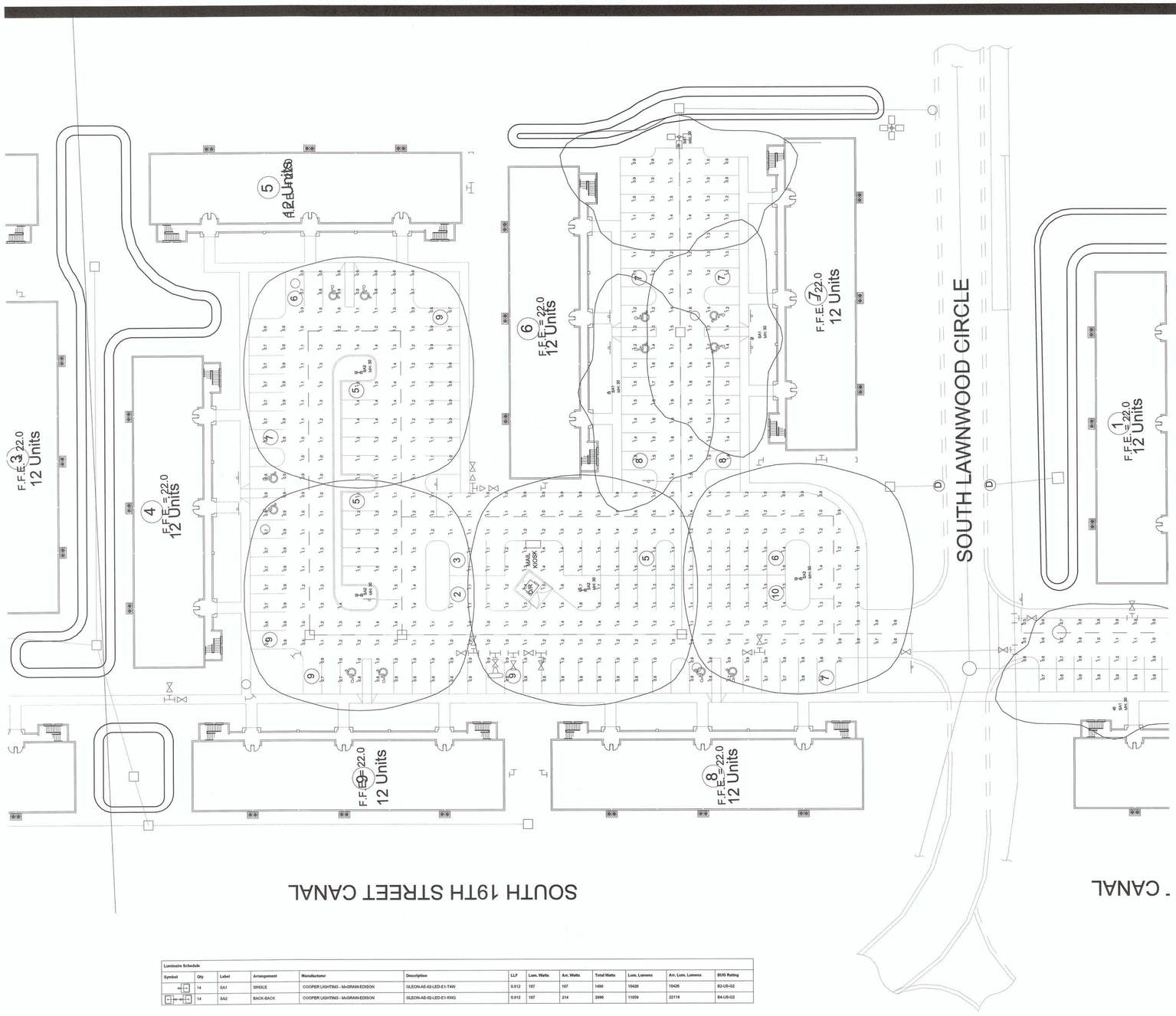
- Initial Design
-
-
-
-

SCALE:

1" - 20'-0"

DESIGN AND DRAWING:

IF



NOTES

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Luminaire Schedule

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	14	SA2	BACK-BACK	COOPER LIGHTING - McGRAW-EDISON	GLEON-AE-02-LED-E1-5WQ	0.912	107	214	2996	11059	22118	B4-U0-G2

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING AREA	Illuminance	Fc	1.09	2.1	0.5	2.18	4.20

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jwright@lightingpartnerscf.com

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ORLANDO, FL 32822

LIGHTINGPARTNERS
of Central Florida, Inc.

PROJECT:

MAYFAIR
FORT PIERCE, FL
PARKING LOT AREA
AREA 3
COOPER LIGHTING

CLIENT:

IBI Group
Atn: Becky Williams

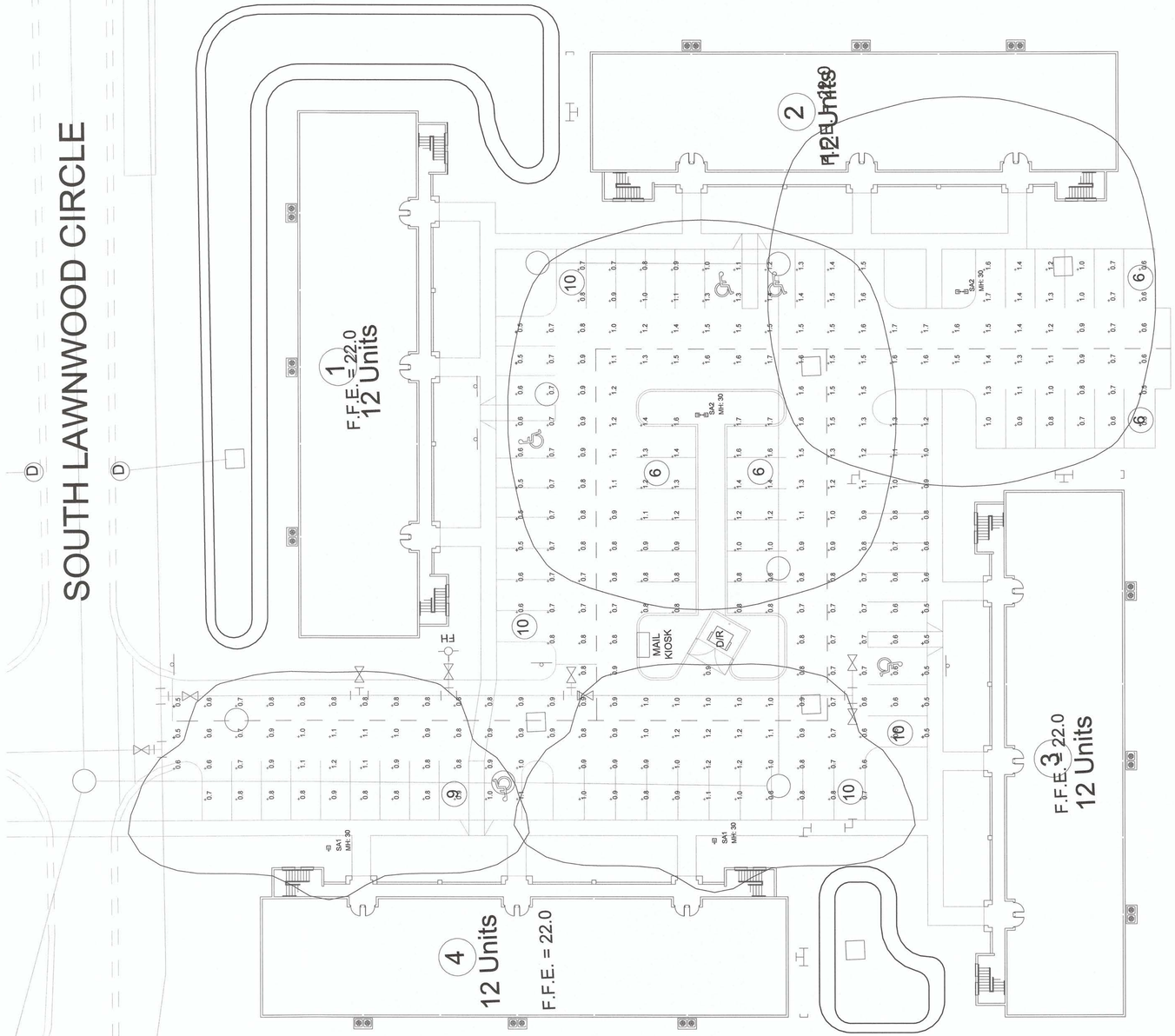
PROJECT #:

DATE:
10/07/2015

REVISIONS:
- Initial Design
-
-
-
-

SCALE:
1" - 30'-0"

DESIGN AND DRAWING:
IF



NOTES

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Luminaire Schedule												
Symbol	Qty	Label	Arrangement	Manufacturer	Description	LLF	Lum. Watts	Arr. Watts	Total Watts	Lum. Lumens	Arr. Lum. Lumens	Mtrl Rating
	34	SA1	SINGLE	EQUIPOS LIGHTING - ALUMINUM DOMIN	ALDOM-ALED-LED-PC-740	0.910	127	148	5840	14630		Alumin(a)
	14	SA2	SINGLE	EQUIPOS LIGHTING - ALUMINUM DOMIN	ALDOM-ALED-LED-PC-740	0.910	127	176	2464	11556		Alumin(a)

Calculation Summary							
Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING AREA	Illuminance	Fc	1.46	3.7	0.4	3.65	9.25

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ORLANDO, FL 32822

LIGHTINGPARTNERS
of Central Florida, Inc.

PROJECT:

MAYFAIR
FORT PIERCE, FL
PARKING LOT AREA
AREA 4
COOPER LIGHTING

CLIENT:

IBI Group
Atn: Becky Williams

PROJECT #:

DATE:

10/07/2015

REVISIONS:

- Initial Design
-
-
-
-

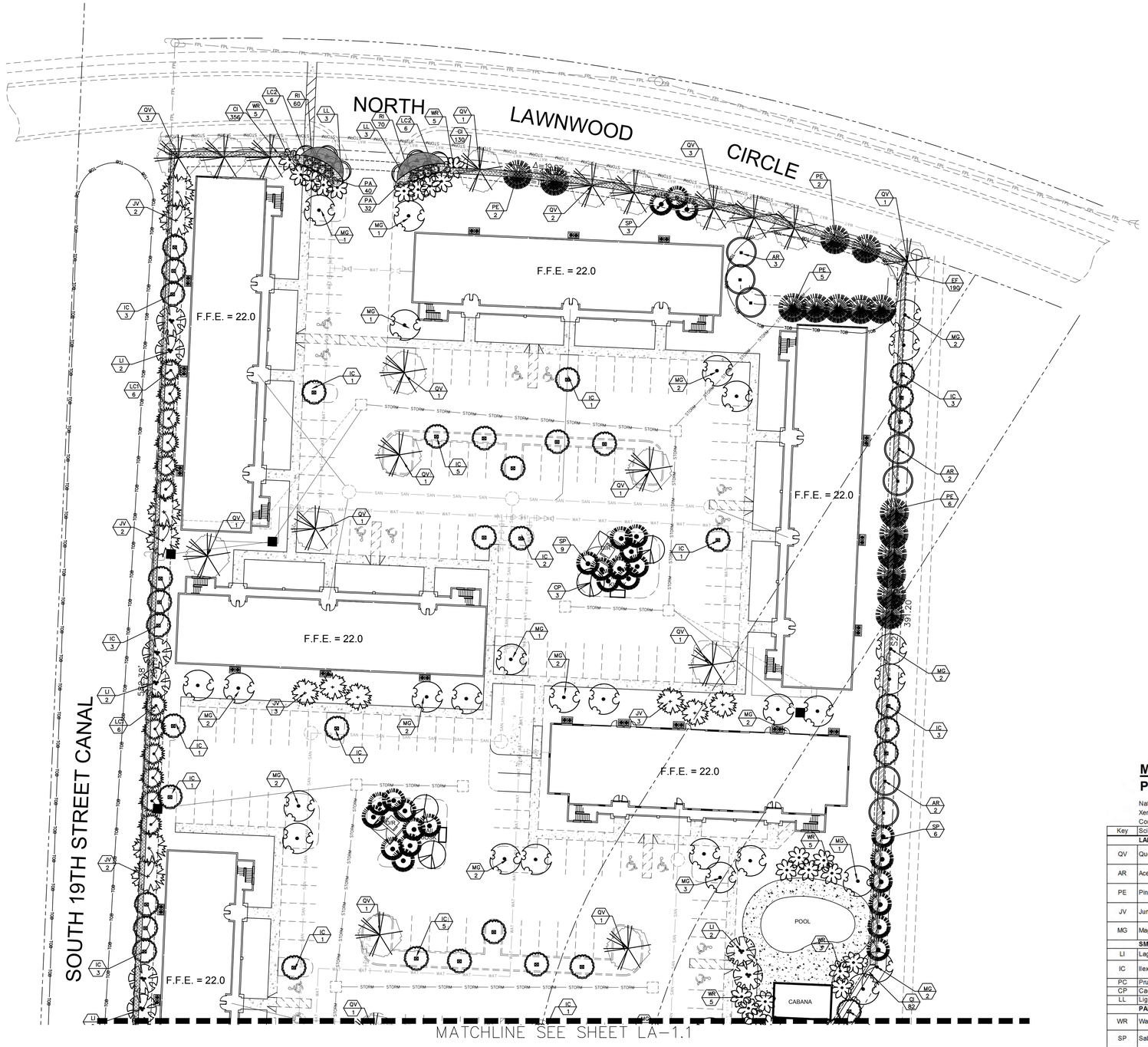
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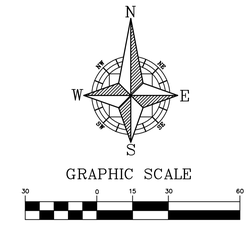
1" - 20'-0"

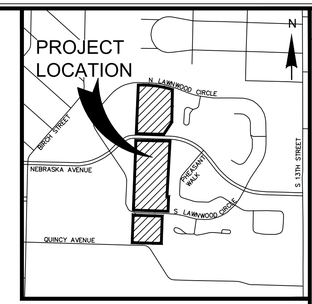
DESIGN AND DRAWING:

IF

- **Landscape Plans** **(Overall Site & Individual Building)**







LOCATION MAP
(N.T.S.)

NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

NOTE: PURSUANT TO TO FPL "RIGHT-TREE, RIGHT PLACE" GUIDELINES ALL PERIMETER BUFFER TREES IN CONFLICT WITH OVERHEAD POWER LINES HAVE BEEN ADJUSTED FOR COMPLIANCE.

NOTE: SOD TO BE INSTALLED IN ALL PERVIOUS AREAS NOT CONTAINING SHRUBS, GROUNDCOVER OR ALTERNATE LANDSCAPE FEATURES (MULCH, ROCK).

Mayfair
PLANT MATERIALS LIST — Hardiness Zone 9b

Native plants and ecological communities as determined by the *FDOACS, UF/IFAS, FDEP-Florida Land Use Cover Classification System.*
Xeriscape principles as determined by the *South Florida Water Management District "Waterwise" Xeriscape Plant Guide*
Compliance for planting adjacent to overhead electrical wires as determined by *Florida Power & Light, Administrative Services.*

Key	Scientific Name	Common Name	Native	Xeri	Height x Spread / Description	Spacing	Qty	SUBT
	LARGE TREES	greater than 30 ft. at maturity						
QV	Quercus virginiana	Live Oak	Yes	High	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	59	
AR	Acer rubrum	Red Maple	Yes	Mod.	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	50	
PE	Pinus elliottii	Slash Pine	Yes	High	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	79	
JV	Juniperus virginiana	Southern Red Cedar	Yes	High	10' high x 4' spread, full, 45 gal. or field grown	per plan	39	
MG	Magnolia grandiflora	Southern Magnolia	Yes	Mod.	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	70	**297**
	SMALL TREES	less than 25 ft. at maturity						
LI	Lagerstroemia indica "Muskogee"	Crepe Myrtle "Pink"	No	High	10' high x 4' spread, multi-trunk, 45 gal.	per plan	20	
IC	Ilex cassine	Dahoon Holly	Yes	High	10' high x 4' spread, full, 30 gal./45 gal., Air Root Pruned Container	per plan	85	
PC	Prunus caroliniana	Cherry Laurel	Yes	High	10' high x 4' spread, 4' CT., 45 gal. or field grown	per plan	0	
CP	Caesalpinia pulcherrima	Dwarf (Yellow) poinciana	No	High	10' high x 4' spread, 4' CT., 45 gal. or field grown	per plan	19	
LL	Ligustrum lucidum	Japanese privet	No	High	10' high x 4' spread, multi-trunk, 45 gal.	per plan	24	**148**
	PALMS							
WR	Washingtonia robusta	Washingtonia Palm	No	High	1/3 @ 16' high, 1/3 @ 20' high, 1/3 @ 24' high, staggered heights in all groupings, field grown	per plan	67	
SP	Sabal palmetto	Cabbage Palm	Yes	High	14' high to 20' high, staggered heights in all groupings, booted, field grown	per plan	60	
LC1	Livistona chinensis	Chinese Fan Palm	No	High	10' CT., 16' OA full heads, container or field grown	per plan	42	
LC2	Livistona chinensis	Chinese Fan Palm	No	High	6' OA, full to base, 7 gal.	per plan	48	**217**
	SHRUBS							
CI	Chrysobalanus icaco	Cocoplum "Red Tip"	Yes	High	24" OA, full to base, 3 gal.	24" OC	772	
EF	Eugenia foetida	Spanish Stopper	Yes	High	24" OA, full to base, 3 gal.	24" OC	613	
PA	Plumbago auriculata	Plumbago "Imperial Blue"	No	High	18" OA, full, 3 gal.	24" OC	209	
RI	Raphiolepis indica	Indian Hawthorn	No	High	12" OA, full, 3 gal.	18" OC	439	**2,033**
							Total	**2,695**

NOTE: ALL AREAS INDICATED FOR SOD SHALL BE INSTALLED WITH ST. AUGUSTINE "FLORITAM" SOD UNLESS ALTERNATE NOTED.

NOTE: ALL PLANTS SHALL BE INSTALLED AT SIZE INDICATED UNDER THE SPECIFICATIONS. CONTAINER SIZE LISTED IS FOR REFERENCE OR ESTIMATING ONLY.

Total Native Plants 1,827
Native % of Total 67.8%

Total Drought Tolerant Plants 2,575
Drought Tol. % of Total 95.5%

IBI GROUP (FLORIDA) INC.
ENGINEERS LANDSCAPE ARCHITECTS PLANNERS SURVEYORS ENVIRONMENTAL CONSULTANTS
HTTP://WWW.IBIGROUP.COM
2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 660-1120
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 788-3500
ORLANDO POMPANO BEACH

REV.	DATE	DESCRIPTION	BY
	3-16-16	REVISED PAVERS C	

DRAWN: BW | DESIGNED: | CHECKED: RW | DATE: 3/16/2016
SCALE: 1" = 30' | PROJECT: 38890 | SHEET: LA-1.0

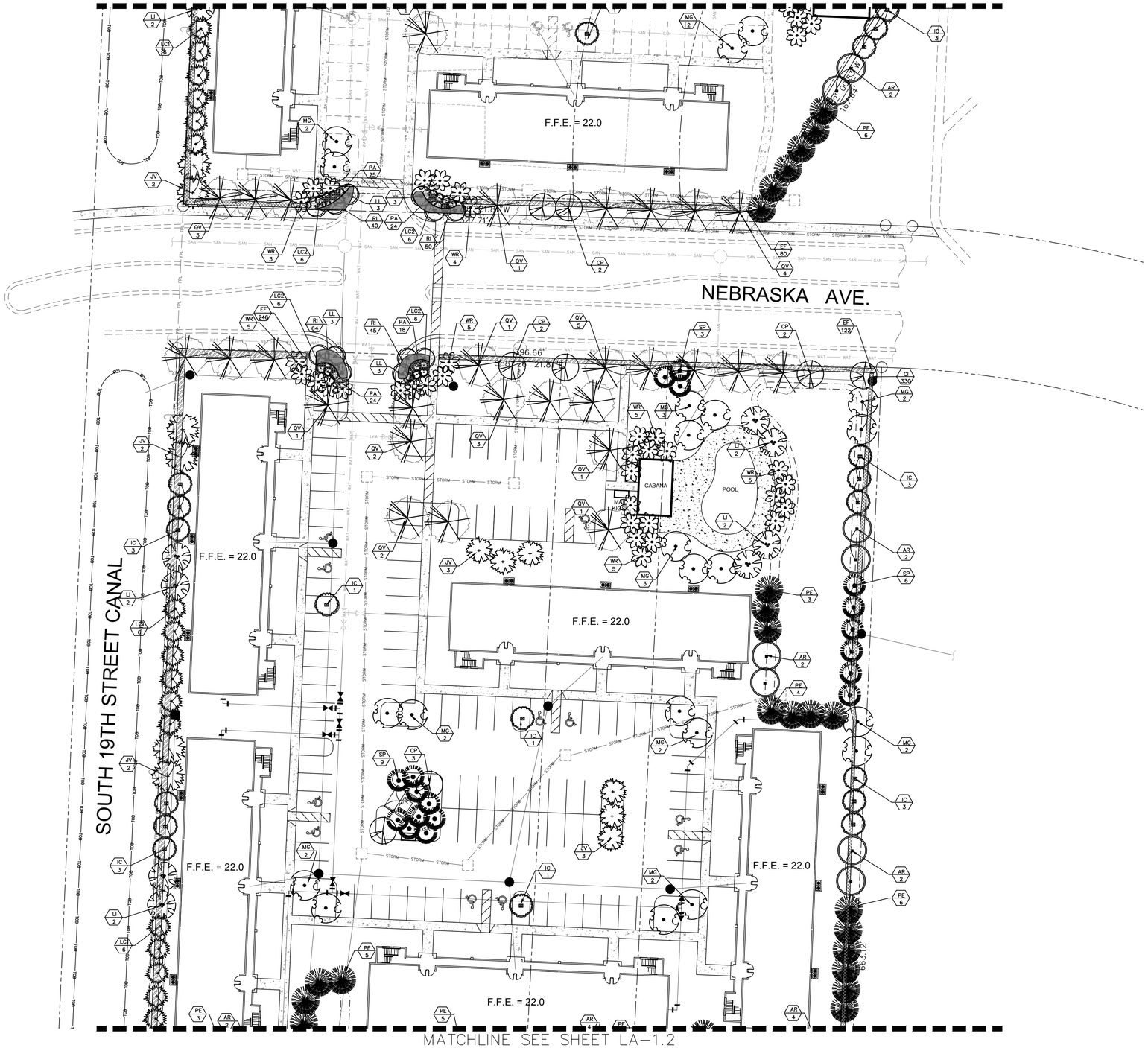
MAYFAIR
FORT PIERCE, FLORIDA

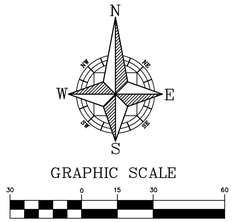
LANDSCAPE PLAN

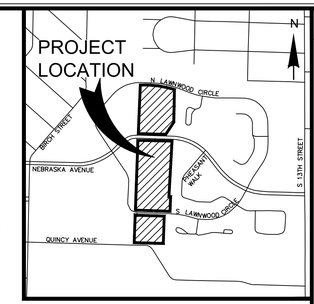
IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

NOT FOR CONSTRUCTION
3/16/16

J:\38890\5.9 Drawings\59lsc\layouts\38890-LandscapePlan ALT.dwg Modified: 3/16/2016 By:becky.williams Plotted By:becky.williams







LOCATION MAP
(N.T.S.)

NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.

NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

REV.	DATE	DESCRIPTION	BY

IBI GROUP (FLORIDA) INC.
HTTP://WWW.IBIGROUP.COM
ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS ENVIRONMENTAL CONSULTANTS
2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 647-7275
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 788-3500
ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

LANDSCAPE PLAN

DRAWN: BW
DESIGNED:
CHECKED: RW
DATE: 3/16/2016

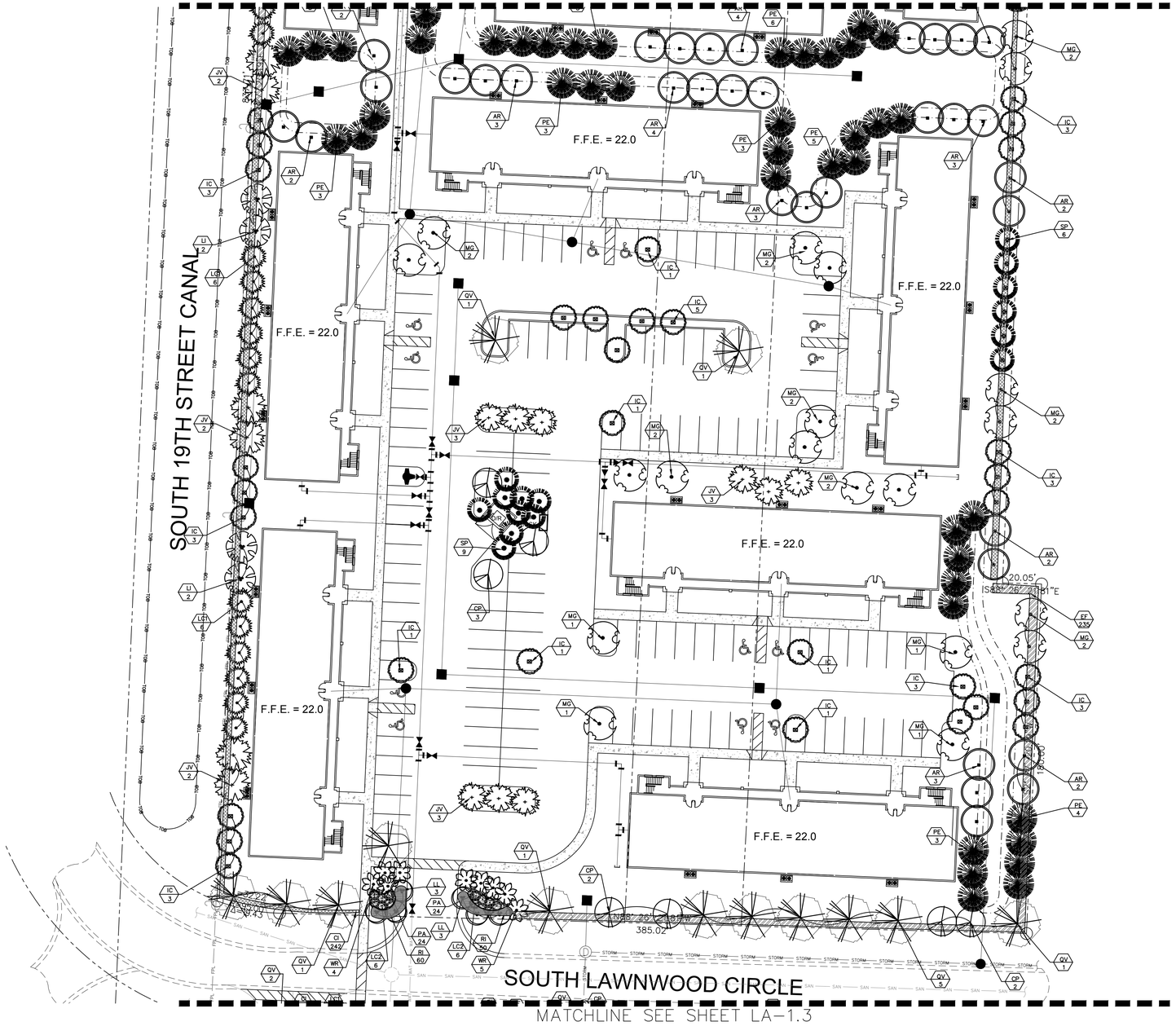
SCALE 1" = 30'
PROJECT 38890
SHEET LA-1.1

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

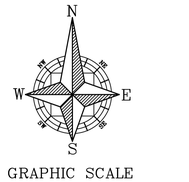
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3/16/16

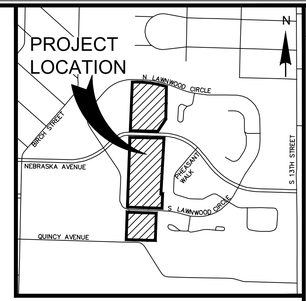
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MATCHLINE SEE SHEET LA-1.1



MATCHLINE SEE SHEET LA-1.3





LOCATION MAP
(N.T.S.)

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REV.	DATE	DESCRIPTION	BY

IBI GROUP (FLORIDA) INC.
ENGINEERS LANDSCAPE ARCHITECTS PLANNERS SURVEYORS ENVIRONMENTAL CONSULTANTS
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ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

LANDSCAPE PLAN

DRAWN:	DESIGNED:	CHECKED:	DATE:
BW		RW	3/16/2016

SCALE	PROJECT	SHEET
1" = 30'	38890	LA-1.2

IBI GROUP
FLORIDA ENGINEERING
BUSINESS NO. 2966

NOT FOR CONSTRUCTION
3/16/16

J:\38890\5.9 Drawings\59lsc\layouts\38890-LandscapePlan ALT.dwg Modified: 3/16/2016 By:becky.williams Plotted By:becky williams

MATCHLINE SEE SHEET LA-1.2

SOUTH LAWNWOOD CIRCLE

SOUTH 19TH STREET CANAL

QUINCY AVE.

10.8'

25'

10'

27,630 SF

FUTURE DEVELOPMENT

CAN BE DEVELOPED AS:
- PARKING
- OPEN SPACE
- MEMORY CARE FACILITY
FINAL PLANS MUST BE SUBMITTED TO THE CITY FOR REVIEW & APPROVAL.

10'

10'

10'

24'

19'

10'

10.41'

N

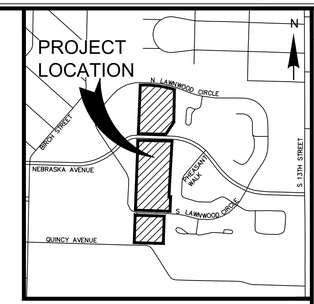
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S

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.



LOCATION MAP
(N.T.S.)

NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.

NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

REV.	DATE	DESCRIPTION	BY
1	3-16-16	REVISED PARCEL C	

IBI GROUP (FLORIDA) INC.
ENGINEERS LANDSCAPE ARCHITECTS SURVEYORS ENVIRONMENTAL CONSULTANTS PLANNERS
HTTP://WWW.IBIGROUP.COM
2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 660-4120
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 788-3500
ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

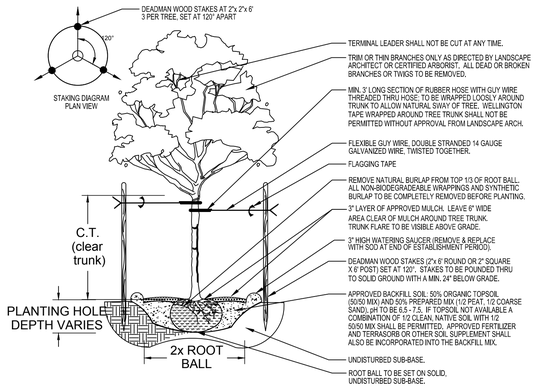
LANDSCAPE PLAN

SCALE: 1" = 30'	DRAWN: BW	CHECKED: RW	DATE: 3/16/2016
PROJECT: 38890	DESIGNED:		
SHEET: LA-1.3			

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

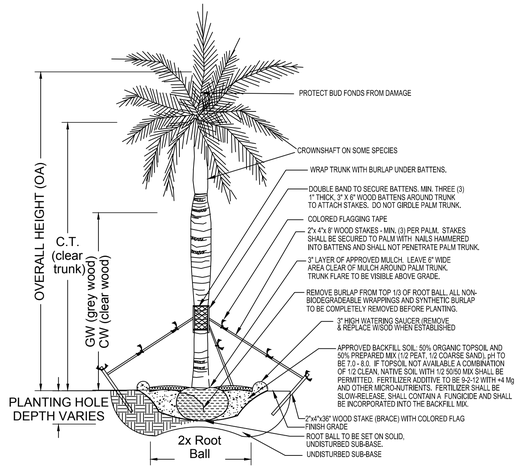
NOT FOR CONSTRUCTION
3/16/16

J:\38890\5.9 Drawings\59lsc\layouts\38890-LandscapePlan ALT.dwg Modified: 3/16/2016 By:becky.williams Plotted By:becky williams



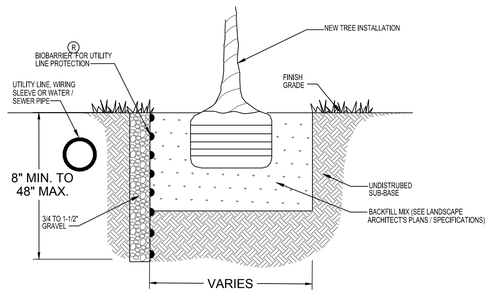
TREE PLANTING DETAIL-3" CAL. OR LESS.

not to scale



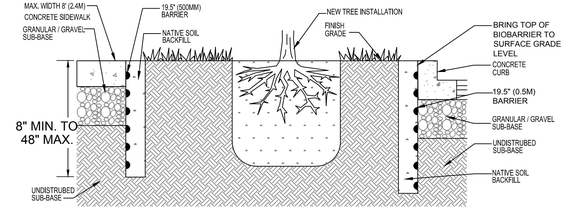
PALM PLANTING DETAIL-TYP.

not to scale



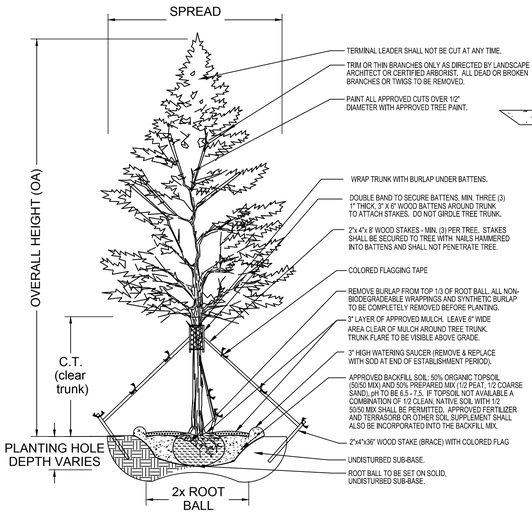
ROOT BARRIER DETAIL - UNDERGROUND UTILITY LINES

not to scale



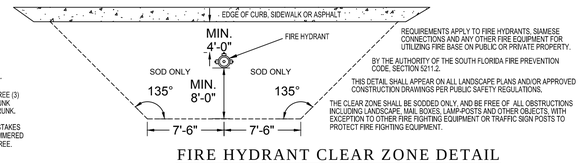
ROOT BARRIER DETAIL - PAVING / CURBING

not to scale



LARGE TREE PLANTING DETAIL- GREATER THAN 3" CAL.

not to scale



REQUIREMENTS APPLY TO FIRE HYDRANTS, SIAMESE CONNECTIONS AND ANY OTHER FIRE EQUIPMENT FOR UTILIZING FIRE BASE ON PUBLIC OR PRIVATE PROPERTY.

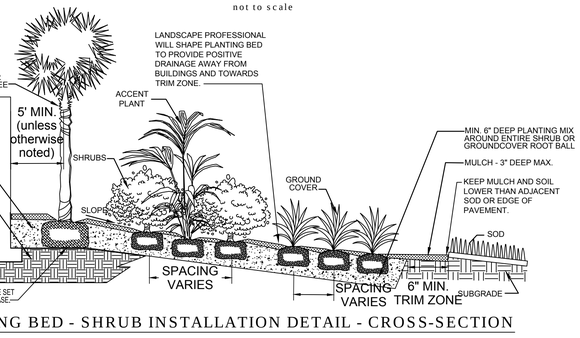
BY THE AUTHORITY OF THE SOUTH FLORIDA FIRE PREVENTION CODE, SECTION 5211.2.

THIS DETAIL SHALL APPEAR ON ALL LANDSCAPE PLANS AND/OR APPROVED CONSTRUCTION DRAWINGS PER PUBLIC SAFETY REGULATIONS.

THE CLEAR ZONE SHALL BE SODDED ONLY, AND BE FREE OF ALL OBSTRUCTIONS INCLUDING LANDSCAPE, MAIL BOXES, LAMP-POSTS AND OTHER OBJECTS, WITH EXCEPTION TO OTHER FIRE FIGHTING EQUIPMENT OR TRAFFIC SIGN POSTS TO PROTECT FIRE FIGHTING EQUIPMENT.

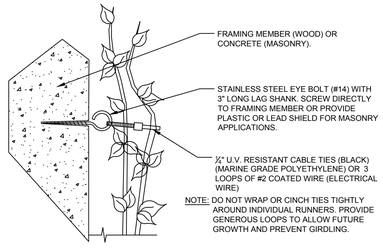
FIRE HYDRANT CLEAR ZONE DETAIL

not to scale



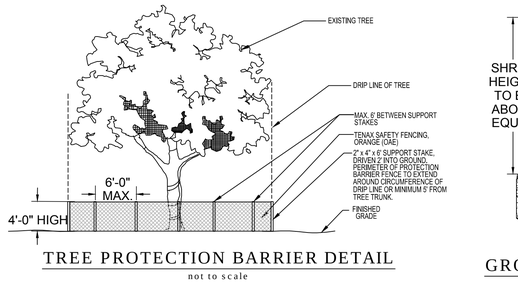
PLANTING BED - SHRUB INSTALLATION DETAIL - CROSS-SECTION

not to scale



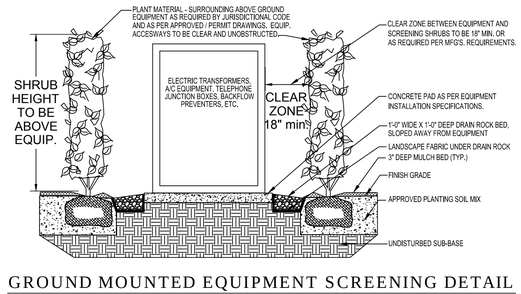
VINE TO WALL ATTACHMENT DETAIL

not to scale



TREE PROTECTION BARRIER DETAIL

not to scale



GROUND MOUNTED EQUIPMENT SCREENING DETAIL

not to scale

GENERAL NOTES, LANDSCAPE INSTALLATION SPECIFICATIONS

REFER TO SITE PLAN FOR SITE DATA AND UTILITIES. REFER TO ARCHITECTURAL PLANS FOR BUILDING FOOTPRINTS, ARCHITECTURAL INFORMATION AND DESIGNATION OF ELEVATIONS. REFER TO IRRIGATION PLANS FOR REQUIRED MATERIALS, SPECIFICATIONS, DETAILS AND COORDINATION ITEMS. REFER TO ENGINEERING PLANS FOR ALL GRADING, SITE WORK AND COORDINATION ITEMS. REFER TO WATER AND SEWER PLANS FOR ADDITIONAL,UNDERGROUND AND ABOVE-GROUND UTILITIES AND COORDINATION ITEMS.

PLANT MATERIALS ARE SPECIFIED FOR COMPLIANCE WITH MINIMUM CODE REQUIREMENTS AND GOVERNING AGENCY REVIEW COMMENTS AS OF THE DATE OF SUBMITTAL.

SUBCONTRACTORS ARE BOUND TO THE GENERAL CONTRACTOR AND ARE TO ASSUME ALL OBLIGATIONS AND RESPONSIBILITIES BY WHICH THE GENERAL CONTRACTOR IS BOUND TO THE OWNER. BOTH SHALL BE FAMILIAR WITH AND HAVE FULLY INVESTIGATED ALL LOCAL CODES AND ORDINANCES.

LANDSCAPE PROPOSALS SHALL PROVIDE UNIT COSTS AND SHALL INCLUDE: EXCAVATIONS, PLANT MATERIAL LISTED, DELIVERY AND INSTALLATION (LABOR), TURF SOD, SEEDING, TOP SOIL & FINE GRADING, SOIL BACKFILL, SOIL SUPPLEMENTS, FOLIAR SPRAYS, FERTILIZERS, GUYING AND STAKING, REQUIRED PRUNING, CLEAN-UP, WATERING AND ALL TAXES AND FEES NECESSARY TO SUCCESSFULLY ESTABLISH THE PROPOSED LANDSCAPE AND ECOLOGICAL COMMUNITIES.

THE CONTRACTOR/BIDDER SHALL HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL DRAWINGS (TREE PRESERVATION, LANDSCAPE AND IRRIGATION, PLUS RELATED ENGINEERING AND ARCHITECTURAL), DETAILS, SPECIFICATIONS AND NOTES OF SUCH LANDSCAPE/PLANTING PLANS FOR THE IDENTIFIED PROJECT AND LOCATION; AND CONTRACTOR/ BIDDERS ACKNOWLEDGES SAME BY SIGNATURE, DATE & COMPANY NAME BELOW THAT THE BID SUMITTED REFLECTS AN ACCURATE INSTALLATION OF THE LANDSCAPE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH, INCLUDING COORDINATION WITH RELATED TRADES, PROPERLY SEQUENCING WORK AND OFFICIAL ADDENDA. SO SWORN:

1. THE TERM "CONTRACTOR" REFERS TO THE PRINCIPAL COMPANY, OR OWNER/DEVELOPER, INCLUDING LANDSCAPING, OBLIGATED WITH THE RESPONSIBILITY FOR COORDINATING AND PERFORMING THE SITE WORK AND SECURING THE WORK OF SUBCONTRACTORS; DISCHARGING TO COMPLY WITH LOCAL BUILDING CODES AND ZONING ORDINANCES, AND WHICH IS THE ENTITY OF RECORD FOR OBTAINING PERMITS, SCHEDULING INSPECTIONS AND SECURING COMPLETION CERTIFICATES.

2. THE CONTRACTOR SHALL CUT, CLEAR, STUMP GRIND, EXCAVATE AND REMOVE ALL EXOTIC, INVASIVE AND DESIGNATED TREES FROM THE SITE AND AREAS THAT HAVE EVIDENCE OF PREVIOUSLY EXISTING TREES AND/OR PALMS; INCLUDES REMOVING DEBRIS, LITTER AND STONES OVER 1" DIAMETER.

3. THE CONTRACTOR SHALL REFER TO ALL TREE PRESERVATION PLANS, DETAILS AND SPECIFICATIONS IN CONJUNCTION WITH THE SITE/PROJECT TO LOCATE AND TAG ANY AND ALL EXISTING TREES AND/OR PALMS PROPOSED FOR PRESERVATION OR RELOCATION. THE CONTRACTOR SHALL ADHERE TO ALL DIRECTIVES AND AS SHOWN ON THE TREE PRESERVATION PLANS REGARDING ALL TREE OR PALM RELOCATIONS AND TREE REMOVAL.

GENERAL NOTES, LANDSCAPE INSTALLATION SPECIFICATIONS (cont.)

4. THE CONTRACTOR SHALL EXCAVATE ALL LIMEROCK FROM INTERIOR PARKING LANDSCAPE STRIPS AND ISLANDS TO A MIN. 2 1/2' DEPTH AND EXCAVATE ALL NON-ORGANIC SOILS WITHIN MIN. 10 FT. WIDTH OF THE ENTIRE BUILDINGS PERMETER TO A MIN. 12 INCHES DEPTH. THE CONTRACTOR WILL BACKFILL THE STRIPS, ISLANDS AND BUILDING PERIMETERS WITH THE APPROVED 50/50 TOPSOIL MIX TO FINISHED GRADES. THE LANDSCAPE OR IRRIGATION PROFESSIONAL SHALL NOT PROCEED WITH WORK IN THESE DESIGNATED AREAS UNTIL SITE PREPARATION IS COMPLETE AND INSPECTED BY THE LANDSCAPE ARCHITECT AND/OR PERMITTING AGENCY.

5. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES WHICH ARE PROPERLY MARKED OR FOR WHICH HE HAS NOT OBTAINED PROPER MARKINGS THROUGH THE ONE CALL SYSTEM – 72 HOURS BEFORE DIGGING – CALL TOLL FREE 1 (800) 432-4770 OR FROM LOCAL UTILITY DEPARTMENTS. ALL ELECTRICAL, GAS, TELEPHONE, FIBER OPTICS, CABLE, WATER AND SEWER SERVICES LOCATED ON-SITE, ON ADJACENT PROPERTIES WITHIN 10' AND WITHIN ADJACENT R.O.W.'S SHALL BE CLEARLY MARKED.

6. THE CONTRACTOR SHALL PROVIDE ALL PROPOSED PLANTS AT FLA #1 GRADE OR BETTER AS DESCRIBED IN GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION AS PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND WILL PROVIDE CERTIFICATION FOR ANY AND ALL PLANTS IN DISPUTE. ALL PLANT MATERIAL PROVIDED SHALL MEET OR EXCEED THE MINIMUM SPECIFIED SIZE (HEIGHT, SPREAD, CALIPER, CLEAR TRUNK, ETC.) AS SHOWN ON THE LANDSCAPE PLANS. THE CONTRACTOR SHALL INSTALL PLANTS ACCORDING TO LANDSCAPE PLANS FOR SPACING AND PLACEMENT, AND PER THE LANDSCAPE DETAILS WITHOUT EXCEPTION. SHOULD ANY PLANT BE UNAVAILABLE THE CONTRACTOR WILL CONTACT THE LANDSCAPE ARCHITECT FOR RECOMMENDATIONS AND/OR APPROVAL OF ANY AND ALL SPECIES SUBSTITUTIONS.

7. THE CONTRACTOR SHALL PROVIDE PROPER TRANSPORT AND DELIVERY OF PLANT MATERIAL TO THE JOB SITE. PLANT MATERIAL SHALL NOT BE DROPPED, SCARRED OR OTHERWISE DAMAGED AT ANY TIME. DAMAGED PLANT MATERIALS SHALL BE REJECTED BY THE OWNER OR OWNER'S REPRESENTATIVE, REMOVED AND REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. ANY PLANTS OTHER THAN FL #1 GRADE OR WITH INDICATIONS OF DISEASE, INSECT INFESTATION, BROKEN BRANCHES, LACK OF WATER, GIRDLING OR SCARRING AT DELIVERY SHALL BE REJECTED.

8. THE CONTRACTOR SHALL PROVIDE CERTIFIED ST. AUGUSTINE 'FLORITAM' SOD, UNLESS OTHERWISE INDICATED, TO ALL OPEN AREAS INSIDE THE PROPERTY NOT RECEIVING PLANT MATERIAL OR OTHER FORM OF GROUNDCOVER, LIVING OR NON-LIVING. THE CONTRACTOR WILL PROVIDE SOD TO ALL DAMAGED TURF AREAS, TO EDGE OF PAVEMENT AND TO THE EDGE OF WATER AT ALL WATER BODIES. ALL SOD SEAMS WILL BE BUTT JOINTS WITH ADJACENT ROWS STAGGERED AND ALL EDGE PIECES ABUTTING TIGHTLY, LEAVING NO GAPS. THE CONTRACTOR SHALL REPAIR AND REPLACE ALL SOD ON ADJACENT PROPERTIES DAMAGED BY LANDSCAPE INSTALLATION WORK, AND SHALL NOTIFY THE OWNER OF THE ADJACENT PROPERTY, AND OBTAIN PERMISSION TO PERFORM SOD REPAIRS.

9. THE CONTRACTOR SHALL PROVIDE IMPORTED ORGANIC BACKFILL MIX AS NOTED ON THE PLANTING DETAILS WHICH WILL BE FREE OF ALL DEBRIS AND STONES OVER 1" DIAMETER. BACKFILL MIX WILL BE SANITIZED FROM HARMFUL BIOLOGICAL ORGANISMS, INCLUDING NEMATODES AND PARASITES AND WILL BE PH 6.5 – 8.0 RANGE AS DESCRIBED IN THE TREE OR PALM PLANTING DETAILS. NATIVE SOIL MAY BE MIXED WITH 50/50 MIX PER DETAILS ONLY IF APPROVED BACKFILL MIX IS NOT AVAILABLE. THE CONTRACTOR SHALL SUBMIT WRITTEN LAB RESULTS, CERTIFICATION OF SOIL CONTENT AND TRUCKING RECEIPTS WITH TYPE AND VOLUME OF SOIL TO THE OWNER OR OWNER'S REPRESENTATIVE FOR VERIFICATION. BACKFILL WILL BE TESTED FOR CONTENT BY THE LANDSCAPE ARCHITECT AT ANY TIME. FAILURE TO PROVIDE APPROVED BACKFILL, CERTIFICATION OF SOIL CONTENT AND/OR TRUCKING RECEIPTS MAY RESULT IN REJECTION OF ENTIRE LANDSCAPE WITH REMOVAL AND REPLACEMENT COSTS BORN SOLELY BY THE CONTRACTOR.

10. THE CONTRACTOR WILL PROVIDE FERTILIZER FOR ALL PLANTS UPON INSTALLATION AS SPECIFIED ON THE PLANTING DETAILS. FERTILIZER WILL BE THOROUGHLY INCORPORATED INTO THE BACKFILL MIX.

11. THE CONTRACTOR WILL PROVIDE "TERRASORB" OR OTHER APPROVED SOIL SUPPLEMENT (HUMECTANT AND HYGROSCOPIC COMPOUNDS), THOROUGHLY INCORPORATED INTO THE BACKFILL MIX ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS FOR ALL PROPOSED PLANT MATERIAL IN EXISTING SANDY SOIL OR ON FAST DRAINING SITES. CONTRACTOR WILL BE FAMILIARIZED WITH THE SITE AND THE ENGINEERING SOIL REPORT.

12. UNLESS OTHERWISE DICTATED BY CITY OR COUNTY CODE, THE CONTRACTOR SHALL LOCATE ALL TREES WITH A MATURE HEIGHT OF OVER 25' NO CLOSER THAN 15 FEET TO ANY LIGHT POLES. PALMS WILL NOT BE CLOSER THAN 10 FEET TO ANY LIGHT POLE. THE CONTRACTOR MAY FIELD ADJUST HORIZONTAL LOCATION OF TREES AND PALMS FOR BEST FIT WHEN COORDINATED WITH AND CONSENT GIVEN BY THE OWNER OR OWNER'S REPRESENTATIVE. THE LANDSCAPE/IRRIGATION CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL SITE LIGHTING LOCATIONS ARE COMPLETELY STAKED-OUT TO CONFIRM APPLICABLE SEPARATION.

13. THE CONTRACTOR SHALL INSURE THAT ALL PLANT MATERIAL LOCATED WITHIN THE SIGHT TRIANGLE DISTANCE AREAS AT ROADWAY INTERSECTIONS AND ACCESS POINTS PROVIDE AN UNOBSTRUCTED CROSS VISIBILITY AT A HORIZONTAL LEVEL BETWEEN 30" AND 8' IN HEIGHT. SEE LANDSCAPE PLANS FOR SIGHT TRIANGLES.

14. THE CONTRACTOR SHALL INSURE THAT ALL TREES OR PALMS LOCATED ADJACENT TO ANY OVERHEAD POWER LINES BE INSTALLED IN ACCORDANCE WITH FLORIDA POWER AND LIGHT'S "RIGHT TREE, RIGHT PLACE" GUIDELINES. ANY INSTANCES OF INSUFFICIENT SEPARATION BETWEEN TREES OR PALMS AND OVERHEAD LINES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION BEFORE INSTALLATION.

15. THE CONTRACTOR SHALL LOCATE ALL TREES AND PALMS CLEAR OF ALL TRAFFIC SIGNS AND IN SUCH A MANNER TO PREVENT BOTH THE TREE CANOPY AND PALM FRONDS FROM OBSTRUCTING ANY PORTION OF TRAFFIC SIGNS. THE LANDSCAPE/IRRIGATION CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL TRAFFIC SIGNAGE AND GUARDRAILS ARE COMPLETELY STAKED-OUT TO CONFIRM SEPARATION AND CLEAR VISIBILITY OF SIGNS.

16. THE CONTRACTOR WILL PROVIDE "WILT-PRUF" OR OTHER APPROVED SURFACANT TO BE SPRAYED ON ALL PROPOSED TREES AND PALMS IN AREAS OF SUSTAINED WINDS OF MORE THAN 10 KNOTS AND ALL COASTAL AREAS, ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS, TO PREVENT WINDBURN AND EXCESSIVE WATER LOSS THROUGH TRANSPIRATION.

17. THE CONTRACTOR SHALL INTERIM SUPPLEMENTAL IRRIGATION, I.E. REGULAR THOROUGH, DEEP WATERING, TO ALL INSTALLED PLANT MATERIAL UNTIL SUCH TIME AS THE IRRIGATION SYSTEM IS INSTALLED AND HAS BEEN INSPECTED BY THE LANDSCAPE ARCHITECT AND DEMONSTRATED TO BE 100% OPERATIONAL, OR UNTIL THE CITY'S OR COUNTY'S FINAL INSPECTION, ACCEPTANCE AND PERMIT CLOSE-OUT.

18. THE CONTRACTOR SHALL PROVIDE ROOT BARRIER AT A VERTICAL DEPTH OF 18" MIN. TO 48" MAX. FOR ANY SHADE TREES OR LARGE PALMS WHICH ARE INSTALLED AS FOLLOWS: LESS THAN FIVE (5) FEET FROM ADJACENT ASPHALT OR CONCRETE PAVEMENT, WITHIN CURBED PARKING INSLANDS LESS THAN NINE (9) FEET INTERIOR WIDTH OR WITHIN SIX (6) FEET PROXIMITY TO UNDERGROUND UTILITY OR INFRASTRUCTURE. ROOT BARRIER SHALL BE "BIOBARRIER", "DEEPROOT PARTNERS, LP", OR APPROVED EQUAL. INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. SEE DETAIL, THIS PAGE.

19. THE CONTRACTOR SHALL PROVIDE GUYING OR STAKING TO ALL TREES AND PALMS ACCORDING TO THE DETAILS SHOWN IN THIS SHEET. GUYING AND STAKING REQUIREMENTS WILL BE STRICTLY ENFORCED THROUGHOUT CONSTRUCTION AND THE WARRANTY PERIOD. ALL TREES AND PALMS WILL BE PLUMB VERTICAL AT TIME OF INSPECTION. ALL GUYING OR STAKING SHALL BE REMOVED AFTER NINE MONTHS OR AT THE END OF HURRICANE SEASON, WHICHEVER IS GREATER.

20. THE CONTRACTOR SHALL PROVIDE APPROVED MULCH TO ALL TREES, SHRUBS AND PLANT BEDS. CONTRACTOR SHALL INSTALL MULCH AT A DEPTH OF 3", MIN., AND MAINTAIN A 48" DIAMETER RING AROUND FREE STANDING TREES. ALL TREES SHALL HAVE A 6" WIDE RING CLEAR OF MULCH AROUND THE TREE TRUNK. DO NOT MULCH ANNUAL FLOWER BEDS. APPROVED MULCH WILL BE NON-CYPRESS, STERILIZED NATURAL CELLULOSE FRAGMENTS AS RECOMMENDED BY SFWMD XERISCAPE PLANT GUIDE II AND WHICH COMPLIES WITH ALL APPLICABLE LAND DEVELOPMENT, ZONING AND BUILDING CODES.

18. THE CONTRACTOR WILL PROVIDE SCREEN HEDGE MATERIALS AT ALL GROUND MOUNTED, FREE-STANDING UTILITY EQUIPMENT OR ENCLOSURES SUCH AS TRANSFORMERS, AIR CONDITIONING COMPRESSORS, BACKFLOW PREVENTERS AND OTHER MECHANICAL EQUIPMENT NOT DETERMINED PRIOR TO SITE PLAN APPROVAL. SCREEN PLANT MATERIAL WILL BE LOCATED AT ALL NON-ACCESSIBLE PORTION OF SAID EQUIPMENT AND WILL BE EQUAL TO THE HEIGHT OF SUCH ELEMENTS (REFER TO GROUND MOUNTED EQUIPMENT SCREENING DETAIL). INSTALLATION SHALL BE PERFORMED PRIOR TO INSPECTION BY THE PERMITTING AGENCY. THE CONTRACTOR SHALL CONSULT WITH THE LANDSCAPE ARCHITECT FOR APPROPRIATE PLANT SPECIES, SIZE AND QUANTITY OF ALL SCREENING SHRUBS. THE CONTRACTOR SHALL SUBMIT A R.C.O. (REQUEST FOR CHANGE ORDER) FOR ALL ADDITIONAL REQUIRED SHRUBS TO SCREEN GROUND MOUNTED EQUIPMENT TO THE OWNER OR OWNER'S REPRESENTATIVE FOR CONSENT AND TO THE CITY FOR APPROVAL.

21. THE CONTRACTOR WILL, WITH ALL QUOTATIONS OR PROPOSAL/AGREEMENTS, PROVIDE A BINDING LETTER AND WRITTEN REPLACEMENT WARRANTY FOR ALL INSTALLED PLANT MATERIAL AFTER FINAL INSPECTION AND ACCEPTANCE BY THE OWNER. WARRANTY SHALL BE FOR 1 YEAR FOR ALL TREES AND PALMS, 120 DAYS FOR SHRUBS. WHERE INCREMENTAL COMPLETION CERTIFICATES OR TCS'S ARE ISSUED, CONTRACTOR MAY PETITION OWNER & AUTHORITY TO ACCEPT WORK IN CORRESPONDING INCREMENTAL SECTIONS. ALL PLANT MATERIAL SHALL NOT BE BOUND UNDER WARRANTY SHOULD IT BE CONFIRMED THAT DAMAGE OR DEATH TO PLANT MATERIAL BE THE RESULT OF AN "ACT OF GOD".

22. THE CONTRACTOR WILL PROVIDE A WRITTEN AGREEMENT TO COVER THE WARRANTY PERIOD AT TIME OF THE COMPLETION, INSPECTION AND PRIOR TO FINAL ACCEPTANCE. CONTRACTOR SHALL ALSO DEFINE INSPECTION DATES AND TIMES THROUGHOUT THE WARRANTY PERIOD TO MONITOR PLANTINGS UNDER WARRANTY. MAINTENANCE AGREEMENT WORK SHALL BE PERFORMED BY A QUALIFIED LANDSCAPE/IRRIGATION CONTRACTOR.

23. THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY OF OBTAINING FROM GROWERS STATEWIDE, AND INTERSTATE, SPECIFIED PLANT MATERIALS IN ADVANCE OF RELEASING SITE TO LANDSCAPE PROFESSIONAL AWARD OF THE CONTRACT IS BASED ON THE CONTRACTOR PROVIDING THE MATERIALS AT BID PRICE. CONTRACTOR WILL PROVIDE OFF-SITE INTERIM NURSERY FACILITIES FOR RECEIVING, MAINTAINING AND GROWING PLANT MATERIALS AT HIS OWN COST, WHEN SPECIAL CONDITIONS EXIST OR OTHER ARRANGEMENTS MUST BE MADE IN ORDER TO SUPPLY SPECIFIED PLANT MATERIALS. ONLY REGIONAL (TRI-COUNTY) AGRICULTURAL DAMAGE AS DETERMINED BY FLORIDA D.O.A. AND/OR THE LOCAL COOPERATIVE EXTENSION SERVICE IN WRITING WILL BE CONSIDERED BY AUTHORITY. IN THIS CASE, THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING AND OBTAINING WRITTEN MODIFICATION FROM THE LANDSCAPE ARCHITECT AND THE PERMITTING JURISDICTION FOR ACCEPTABLE PLANT SUBSTITUTIONS.

24. THE CONTRACTOR ACCEPTS THE LANDSCAPE PLAN, PLANT LIST, QUANTITIES AND SPECIFICATIONS CONTAINED HEREIN AS REQUIRED FOR SITE PLAN APPROVAL, ZONING AND LANDSCAPE PERMITTING. FINAL ARCHITECTURE, ENGINEERING IN PLANS AND UTILITY PROVIDERS MAY CREATE CONFLICTS AND OCCURANCE OF DISCREPANCIES BETWEEN PLANT LOCATIONS, COUNTS ON PLAN, AND THE LIST. BIDDERS AND CONTRACTORS SHALL REPORT IN WRITING ANY AND ALL DESIGN CONFLICTS TO THE LANDSCAPE ARCHITECT FOR RESOLUTION, AND AS REQUIRED BY CODE.

SIGNATURE OF CONTRACTOR/BI

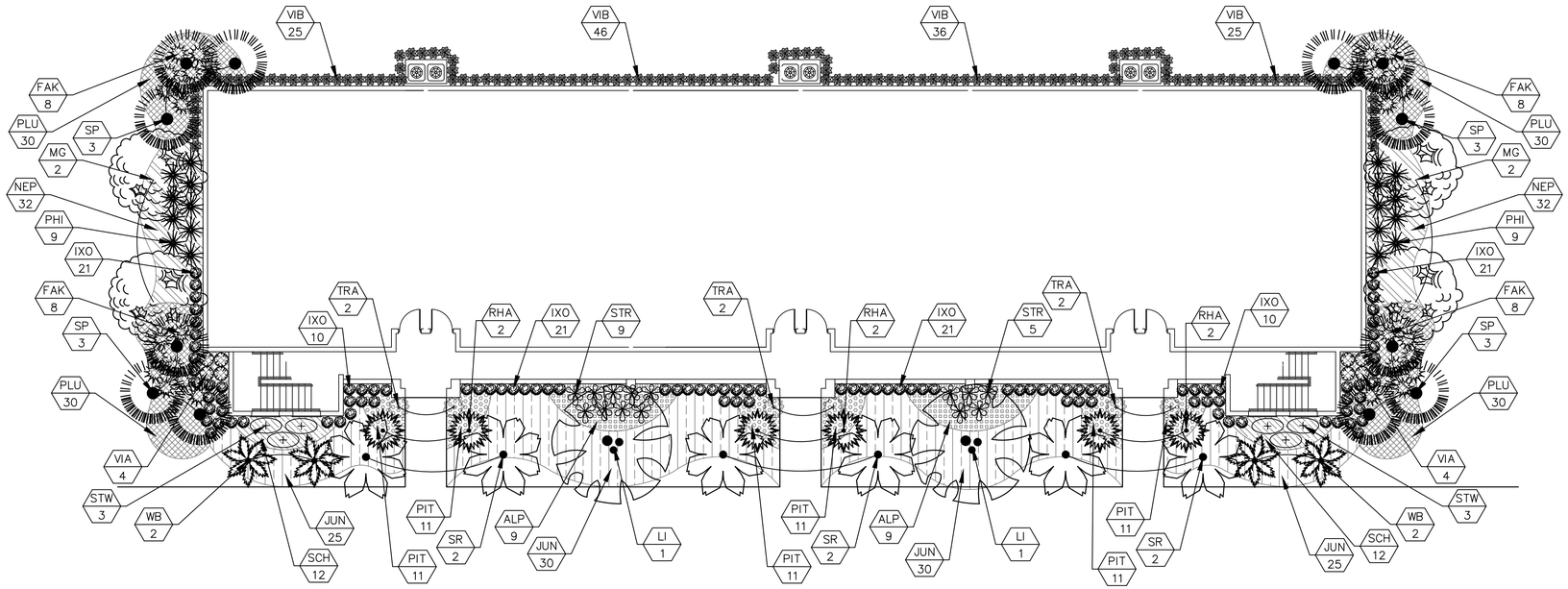
12 Unit Typical Plant List

	Sym	Key	Qty.	Crt.	Scientific\Common Name	Ht.	Spr.	Remarks
Trees and Palms		SR	6	1:1	QUEEN PALM SYAGRUS ROMANZOFFIANA	12' GW		12' GW. MATCHED FULL HEAVY HEADS NO SCARRED TRUNKS
		WB	4	1:1	FOXTAIL PALM WODYETIA BIFURCATA	6' GW		6' GREY WOOD, MATCHING HEADS MIN. 9 FRONDS, NO SCARRED TRUNKS
		SP	12	3:1	SABAL PALM SABAL PALMETTO 'W/BOOTS'	8'-10'		VARIED HEIGHTS, BOOTED TRUNKS MINIMUM 8' CT. TRUNKS WITH 4 STAGGERED FULL HEADS
		LI	2	1:1	CREPE MYRTLE LAGERSTROEMIA INDICA	10'	5'	MULTI-TRUNK STANDARD, 3 TRUNKS MINIMUM MIN. 4" CT., FULL MATCHED
		MG	4	1:1	'LITTLE GEM' MAGNOLIA MAGNOLIA GRANDIFLORA 'LITTLE GEM'	12'	5'	SINGLE STRAIGHT TRUNK, 2.5" D.B.H. MIN. 5' CT.
		LG	2		WAX LIGUSTRUM LIGUSTRUM LUCIDUM	8'	5'	MULTI-TRUNK STANDARD 5 TRUNKS MINIMUM MIN. 4' CT., FULL MATCHED

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Accents		STW	6	WHITE BIRD OF PARADISE STRELITZIA NICOLAI	36"	36"	7 STEMS MIN. MATCHED 7 GALLON
		STR	14	DWARF BIRD OF PARADISE STRELITZIA REGINAE	48"	48"	7 GALLON, FULL MIN. 6-8 FRONDS
		RHA	6	LADY PALM RHAPIS EXCELSA	48"	36"	7 GALLON, FULL TO BASE MATCHED
		ALP	18	VARIEGATED SHELL GINGER ALPINIA ZERUMBET 'VARIEGATA'	18"	24"	FULL TO BASE MIN. 3 GALLON, 36" O.C.
		COR	24	HAWAIIAN TI PLANT CORDYLINE TERMINALIS 'BOLERO'	36"	24"	FULL 5 STEMS MIN. 3 GALLON

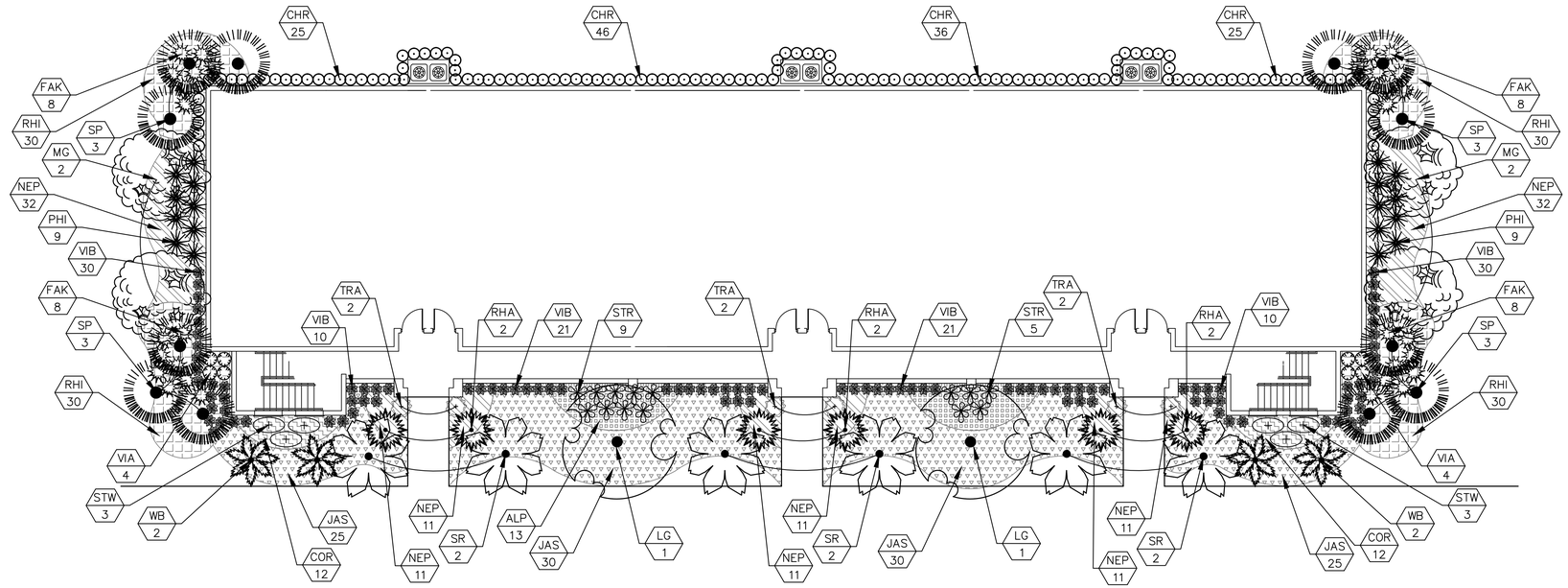
	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Shrubs and Hedging		VIA	8	AWABUKI VIBURNUM VIBURNUM ODORATISSIMUM 'AWABUKI'	36"	30"	FULL TO BASE 3 GALLON, 36" O.C.
		PHI	18	PHILODENDRON PHILODENDRON SELLOUM	42"	36"	FULL TO BASE MIN. 7 GALLON, 48" O.C.
		IXO	104	IXORA IXORA COCCINEA 'JUNGLE FLAME'	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		VIB	132	SANDANKWA VIBURNUM VIBURNUM SUSPENSUM	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		FAK	32	FAKAHATCHEE GRASS TRIPSACUM DACTYLOIDES	24"	24"	FULL TO BASE, MATCHED 3 GALLON, 36" O.C.
		CHR	132	COCOPLUM CHRYSOBALANUS ICACO	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Groundcovers		PLU	120	PLUMBAGO PLUMBAGO AURICULATA 'IMPERIAL BLUE'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JAS	110	WAX JASMINE JASMINUM VOLUBILE	18"	18"	FULL 1 GALLON, 18" O.C.
		NEP	130	FISHTAIL FERN NEPHROLEPIS FALCATA 'FURCANS'	12"	12"	FULL 1 GALLON, 18" O.C.
		SCH	24	VARIEGATED SCHEFFLERA SCHEFFLERA ARBORICOLA 'VARIEGATA'	24"	18"	FULL TO BASE MIN. 3 GALLON, 24" O.C.
		PIT	66	VARIEGATED TOBIRA PITTOSPRUM PITTOSPORUM TOBIRA 'VARIEGATA'	8"	8"	FULL TO BASE 1 GALLON, 18" O.C.
		RHI	120	INDIAN HAWTHORN 'WHITE' RHAPHIOLEPIS INDICA 'ALBA'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JUN	110	BLUE RUG JUNIPER JUNIPERUS HORIZONTALIS 'WILTONII'	12"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		TRA	6	CONFEDERATE JASMINE TRACHELOSPERMUM JASMINOIDES			3 GALLON, FULL MIN. 5 RUNNERS, MIN. 30" LONG ATTACH TO FENCE / TRELLIS
	SOD	SOD	XX,XXX S.F.	ST. AUGUSTINE 'FLORATUM' STENOTAPHRUM SECUNDATUM			SOLID SOD STAGGER SEAMS FIELD VERIFY SOD AREAS



SUN EXPOSURE

12 UNITS



SHADE EXPOSURE

12 UNITS

J:\38890\5.9 Drawings\59lsc\layouts\38890-LandscapePlan ALT.dwg Modified: 3/16/2016 By:becky.williams Plotted By:becky.williams

NO.	DESCRIPTION	DATE	BY

IBI GROUP (FLORIDA) INC.
ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS ENVIRONMENTAL CONSULTANTS
HTTP://www.ibigroup.com
2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 660-1120
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 788-3400
ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

LANDSCAPE TYPICALS

DRAWN:	DESIGNED:	CHECKED:	DATE:
BW		RW	3/16/2016

SCALE	PROJECT	SHEET
1" = 10'	38890	LA-2.1

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

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3/16/16

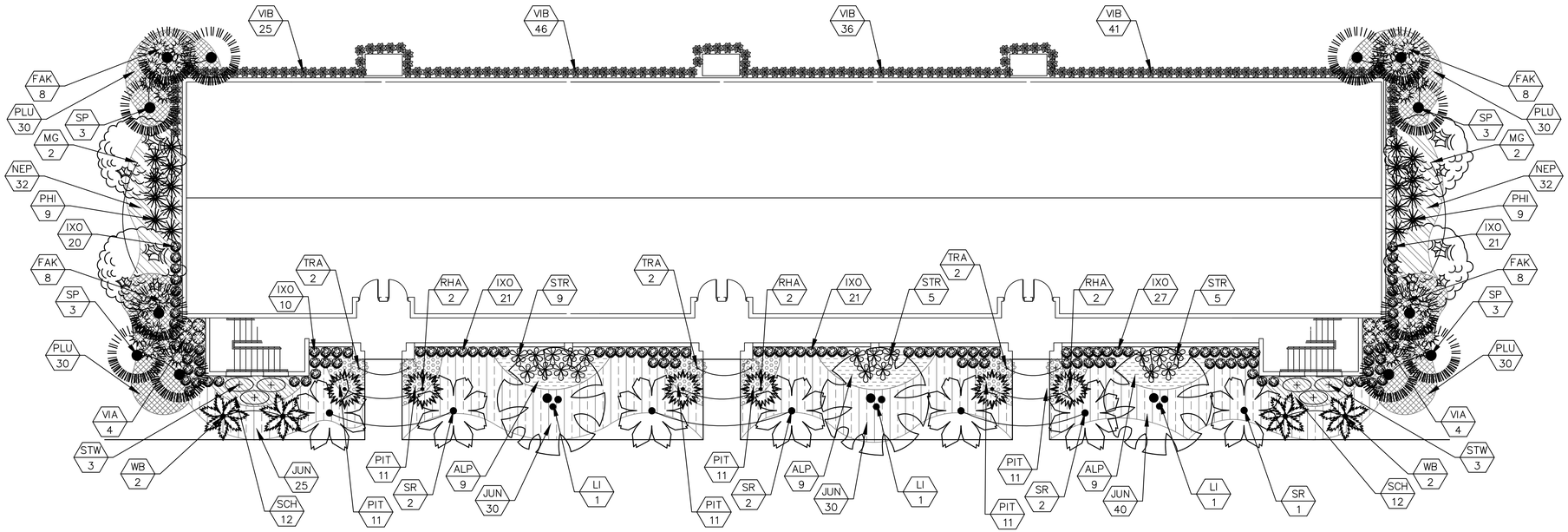
14 Unit Typical Plant List

	Sym	Key	Qty.	Crt.	Scientific\Common Name	Ht.	Spr.	Remarks
Trees and Palms		SR	6	1:1	QUEEN PALM SYAGRUS ROMANZOFFIANA	12' GW		12' GW. MATCHED FULL HEAVY HEADS NO SCARRED TRUNKS
		WB	4	1:1	FOXTAIL PALM WODYETIA BIFURCATA	6' GW		6' GREY WOOD, MATCHING HEADS MIN. 9 FRONDS, NO SCARRED TRUNKS
		SP	12	3:1	SABAL PALM SABAL PALMETTO 'WIBOOTS'	8'-10'		VARIED HEIGHTS, BOOTED TRUNKS MINIMUM 6' CT. TRUNKS WITH 4 STAGGERED FULL HEADS
		LI	2	1:1	CREPE MYRTLE LAGERSTROEMIA INDICA	10'	5'	MULTI-TRUNK STANDARD, 3 TRUNKS MINIMUM MIN. 4' CT., FULL MATCHED
		MG	4	1:1	'LITTLE GEM' MAGNOLIA MAGNOLIA GRANDIFLORA 'LITTLE GEM'	12'	5'	SINGLE STRAIGHT TRUNK, 2.5" D.B.H. MIN. 5' CT.
		LG	2		WAX LIGUSTRUM LIGUSTRUM LUCIDUM	8'	5'	MULTI-TRUNK STANDARD 5 TRUNKS MINIMUM MIN. 4' CT., FULL MATCHED

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Accents		STW	6	WHITE BIRD OF PARADISE STRELITZIA NICOLAI	36"	36"	7 STEMS MIN. MATCHED 7 GALLON
		STR	19	DWARF BIRD OF PARADISE STRELITZIA REGINAE	48"	48"	7 GALLON, FULL MIN. 5-8 FRONDS
		RHA	6	LADY PALM RHAPIS EXCELSA	48"	36"	7 GALLON, FULL TO BASE MATCHED
		ALP	27	'VARIEGATED SHELL GINGER ALPINIA ZERUMBET 'VARIEGATA'	18"	24"	FULL TO BASE MIN. 3 GALLON, 36" O.C.
		COR	24	HAWAIIAN TI PLANT CORDYLINE TERMINALIS 'BOLERO'	36"	24"	FULL 5 STEMS MIN. 3 GALLON

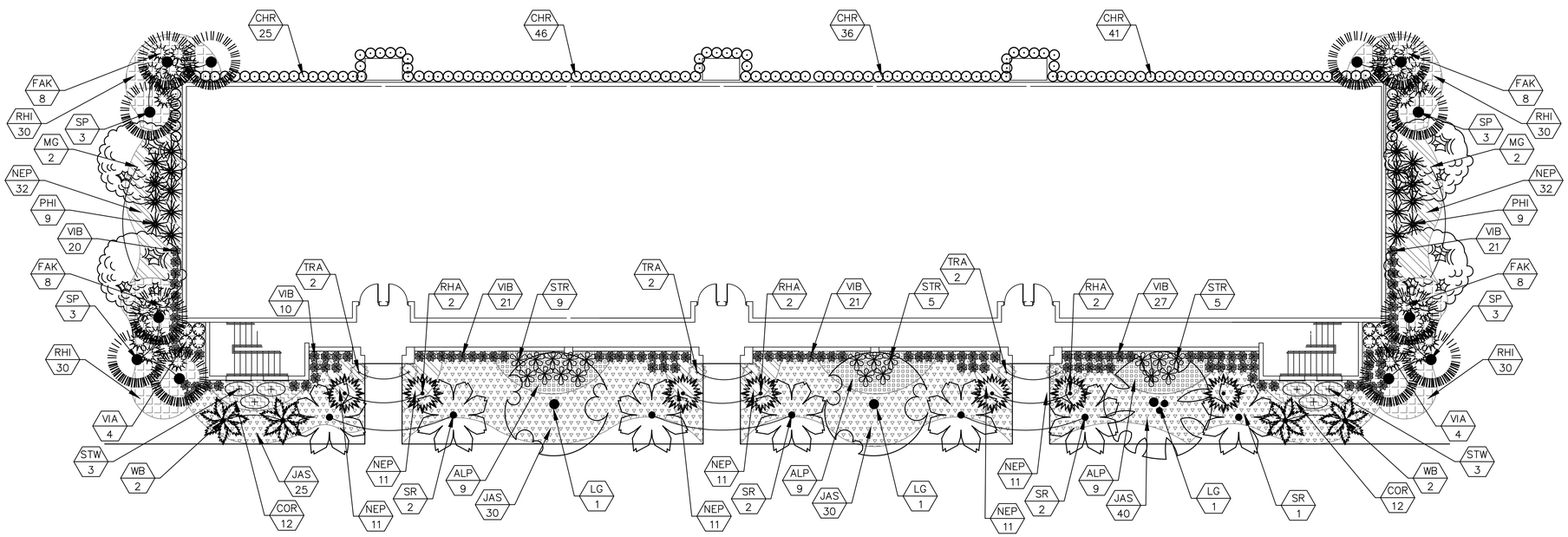
	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Shrubs and Hedging		VIA	8	AWABUKI VIBURNUM VIBURNUM ODORATISSIMUM 'AWABUKI'	36"	30"	FULL TO BASE 3 GALLON, 36" O.C.
		PHI	18	PHILODENDRON PHILODENDRON SELLOUM	42"	36"	FULL TO BASE MIN. 7 GALLON, 48" O.C.
		IXO	120	IXORA IXORA COCCINEA 'JUNGLE FLAME'	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		VIB	148	SANDANKWA VIBURNUM VIBURNUM SUSPENSUM	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		FAK	32	FAKAHATCHEE GRASS TRIPSACUM DACTYLOIDES	24"	24"	FULL TO BASE, MATCHED 3 GALLON, 36" O.C.
		CHR	148	COCOPLUM CHRYSOBALANUS ICACO	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Groundcovers		PLU	120	PLUMBAGO PLUMBAGO AURICULATA 'IMPERIAL BLUE'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JAS	125	WAX JASMINE JASMINUM VOLUBILE	18"	18"	FULL 1 GALLON, 18" O.C.
		NEP	130	FISHTAIL FERN NEPHROLEPIS FALCATA 'FURCANS'	12"	12"	FULL 1 GALLON, 18" O.C.
		SCH	24	VARIEGATED SCHEFFLERA SCHEFFLERA ARBORICOLA 'VARIEGATA'	24"	18"	FULL TO BASE MIN. 3 GALLON, 24" O.C.
		PIT	66	VARIEGATED TOBIRA PITTOSPRUM PITTOSPORUM TOBIRA 'VARIEGATA'	8"	8"	FULL TO BASE 1 GALLON, 18" O.C.
		RHI	120	INDIAN HAWTHORN 'WHITE' RHAPHIOLEPIS INDICA 'ALBA'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JUN	125	BLUE RUG JUNIPER JUNIPERUS HORIZONTALIS 'WILTONII'	12"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		TRA	6	CONFEDERATE JASMINE TRACHELOSPERMUM JASMINOIDES			3 GALLON, FULL MIN. 5 RUNNERS, MIN. 30" LONG ATTACH TO FENCE / TRELLIS
	SOD	SOD	XX,XXX S.F.	ST. AUGUSTINE 'FLORATUM' STENOTAPHRUM SECUNDATUM			SOLID SOD STAGGER SEAMS FIELD VERIFY SOD AREAS



SUN EXPOSURE

14 UNITS



SHADE EXPOSURE

14 UNITS

J:\38890\5.9 Drawings\59lsc\layouts\38890-LandscapePlan ALT.dwg Modified: 3/16/2016 By: becky.williams Plotted By: becky williams

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2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 788-3400
ORLANDO POMPANO BEACH

REV.	DATE	DESCRIPTION	BY

MAYFAIR
FORT PIERCE, FLORIDA

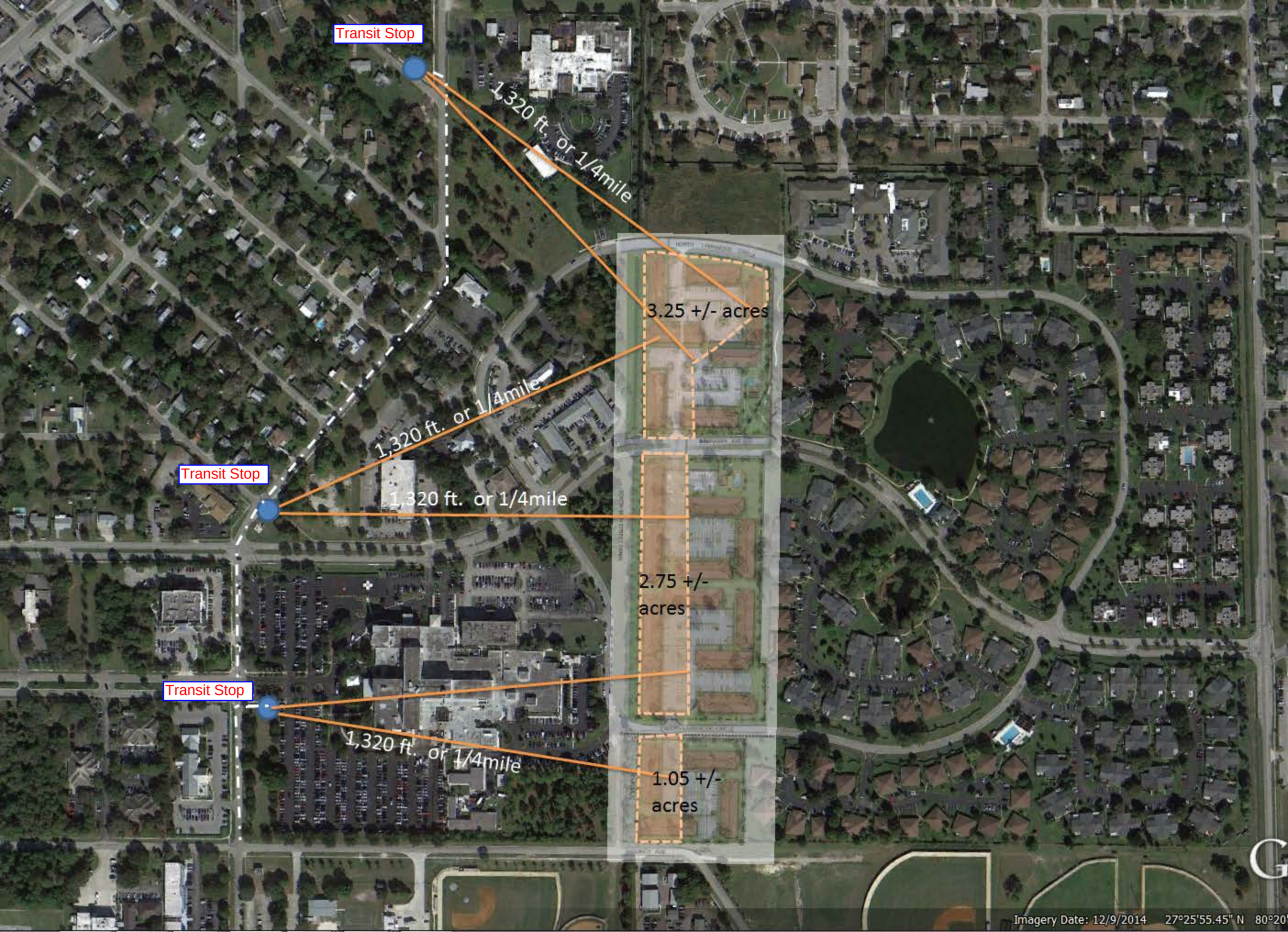
LANDSCAPE TYPICALS

DRAWN: BW | DESIGNED: | CHECKED: RW | DATE: 3/16/2016

SCALE 1" = 10' | PROJECT 38890 | SHEET LA-2.2

IBI GROUP
FLORIDA ENGINEERING
BUSINESS NO. 2966

NOT FOR CONSTRUCTION
3/16/16


Transit Stop
1,320 ft. or 1/4mile
3.25 +/- acres
Transit Stop
1,320 ft. or 1/4mile
2.75 +/- acres
Transit Stop
1,320 ft. or 1/4mile
1.05 +/- acres
Imagery Date: 12/9/2014 27°25'55.45" N 80°20

TREASURE COAST CONNECTION Plus

Route 3
South Fort Pierce Business Transit Line & Bus Stops

- Bus Stop
- A Bus stop transfer Fort Pierce Intermodal
- B Timepoint - Bus Stop



(Ord. No. H-186, § 30-62, 6-15-81; Ord. No. I-243, § 1, 10-19-87; Ord. No. L-260, § 1, 6-18-12)

Sec. 22-72. - Density bonuses.

(a) Purpose. To encourage infill and redevelopment in certain areas of the city through density bonus provisions in order to maximize existing infrastructure, protect natural resources, lower the cost of public services and promote a more sustainable community.

(b) General requirements.

(1) Property located within the Coastal High Hazard Area (CHHA), as defined by the adopted City of Fort Pierce Comprehensive Plan and the Florida Statutes, is not eligible for density bonus provisions;

(2) A **maximum** of five (5) dwelling units per acre density bonus is permitted for development located within one-fourth (¼) mile radius of a rail station, multimodal transit center or transit stop;

(3) The rail station, multimodal transit center or transit stop must be serviced by the regulating transit authority of the particular transportation facility at the time that the density bonus is awarded;

(4) Development is eligible for density bonus provisions if it is located within the one-fourth (¼) mile radius by any measure; and

(5) The director of planning may make the determination that a development is eligible for density bonus provisions if it is located outside the one-fourth (¼) mile radius but within an enclave surrounded on all sides by several density bonus boundary limits.

(c) Tiered density bonus provisions.

(1) Development located within the community redevelopment area (CRA) that is not located within the CHHA is eligible for a maximum density bonus of five (5) units-per-acre; and

(2) Development located outside the CRA boundary and not in an R-1 zoning district shall be eligible for a maximum density bonus of three (3) units-per-acre; and

(3) Development located on property in the R-1 zoning district and that is outside the CRA boundary shall be eligible for a maximum density bonus of one unit-per-acre.

(d) General standards.

(1) The density bonus is measured from the maximum density permitted on site before the density bonus provisions are applied; and

(2) All development receiving a density bonus shall require site plan approval through the planning department.

(3) Compatibility review.

a. A determination shall be made as to whether the density bonus provisions will result in a significantly greater negative impact on the surrounding property. The determination shall be based upon a **comparison between the development impacts of the site before and after applying the density bonus provisions to the surrounding property** and shall address:

1. Whether the increase in density will decrease visual access to the surrounding vista by existing development, especially with regard to historic sites, waterfront or open space areas by more than twenty-five (25) per cent;

2. Whether buffer landscaping provides sufficient screening between sites; **(*scale/height/maturity of landscaping)**

3. Whether the orientation of buildings, doors or windows allow for sufficient sight-line separation between building sites; and

4. Whether the increase in density will result in the decrease the level of service for public facilities **(*park/recreation on-site?);**

b. Such negative impacts shall be mitigated as a condition of approval by related development standards as required by the director of planning, such as:

1. Increased building setbacks;

2. Increased side yard setback;

3. Increased planting and screening requirements;

4. Orientation of buildings away from adjacent development;

5. Location of open space toward surrounding development; and

6. Any material improvement necessary to maintain the level of service of public facilities.

c. Development requiring mitigation for one or more significant negative impacts will not be eligible for the flexible development identified in this section.

(e) Flexible development standards.

(1) Administrative relief may be provided by the director of planning with regard to the following:

a. Setback requirements may be reduced up to the required landscaped area;

b. Lot size requirements may be reduced up to ten (10) per cent;

c. Parking requirements may be reduced; and/or

d. The required twenty-five (25) per cent open space requirement for all development may be provided off-site, or may be reduced, if the development is connected by a continuous sidewalk to an existing public park that is located within one-fourth (¼) mile of the site.

(Ord. No. L-263, § 1, 8-20-12)

DIVISION 2. - LANDSCAPING.

Sec. 22-185. - Scope.

This division sets out requirements and standards for plant materials, installation, irrigation, design and developer responsibilities.

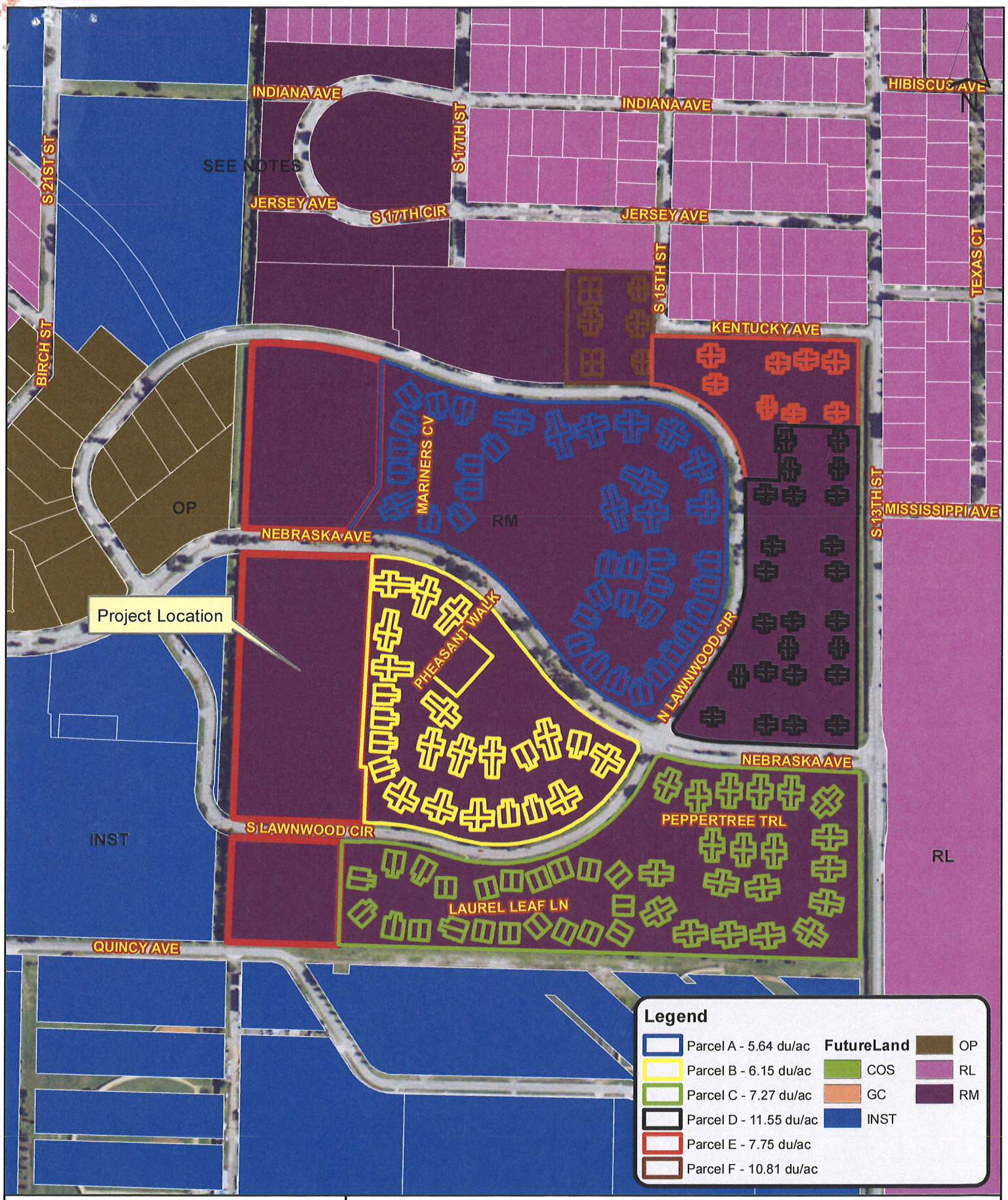
(Ord. No. K-126, § 4, 1-22-02)

Sec. 22-186 - Single- and two-family dwelling units.

Landscaping design standards for single-family and two-family residential structures. These standards shall apply to all new single-family and two-family dwelling that have less than four thousand (4,000) square feet of interior floor area or the remodeling of existing units with less than four thousand (4,000) square feet of interior floor area that require a building permit.

(1) Residential structures constructed with other than slab on grade foundations shall be provided with a continuous skirting of landscaping, in the form of shrubs or hedges, for the entire

- **Neighboring Densities & Occupancy - Maps & Data**



IBI Group (Florida) Inc.
2200 Park Central Boulevard N. Suite 100
Pompano Beach, FL 33064
tel 954 974 2200
fax 954 973 2686

Mayfair at Longwood

Neighboring Densities Map

City of Fort Pierce | St. Lucie County | Florida

Scale: 1" = 400'	By: cmp	Job# 38890	Date: 01/13/2016



IBI

IBI Group (Florida) Inc.
2200 Park Central Boulevard N. Suite 100
Pompano Beach, FL 33064
tel 954 974 2200
fax 954 973 2686

Mayfair at Longwood

Adjacent Homestead Exemptions Map

City of Fort Pierce	St. Lucie County	Florida	
Scale: 1" = 300'	By: cmp	Job# 38890	Date: 01/13/2016

Mayfair Market Area as of 01/18/2016

Available Condo/Townhome/Villa Properties

Rick, these are the 'FOR SALE' units I pulled up from the most recent MOVATO listings I receive every day for this market area.

1303 Peppertree Trail, Apt B (Lakewood Villas) $ 59,900
2 Brm/2 Bath 1,850 sq ft Time on Market: 81 days

1305 Peppertree Trail, Apt D (Lakewood Villas) $ 74,900
2 Brm/2 Bath 1,850 sq ft Time on Market: 162 days

1327 Peppertree Trail, Apt ? (Lakewood Villas) $ 68,000
2 Brm/2 Bath 1,850 sq ft Time on Market: 147 days

1317 Peppertree Trail, Apt ? (Lakewood Villas) $ 69,900
2 Brm/2 Bath 1,850 sq ft Time on Market: 9 days

1302 Nebraska Avenue, Apt 12A $ 69,900
2 Brm/2 Bath 1,658 sq ft Time on Market: 110 days

1525 Pheasant Walk, Apt A $ 58,000
2 Brm/2 Bath 1,800 sq ft Time on Market: 74 days

1549 Pheasant Walk, Apt B $ 89,000
2 Brm/2 Bath 2,246 sq ft Time on Market: 87 days

1611 Laurel Leaf Lane, Apt A $ 89,900
3 Brm/2 Bath 1,658 sq ft Time on Market: 97 days

1440 N Lawnwood Circle, Apt 19-C — $ 84,900
2 Brm/1.5 Bath — 1,658 sq ft — Time on Market: 127 days

1458 N Lawnwood Circle, Apt ? — $ 69,900
2 Brm/1.5 Bath — 1,658 sq ft — Time on Market: 143 days

2090 Colonial Road, Apt 1 — $ 79,900
2 Brm/2 Bath — 2.141 sq ft — Time on Market: 67 days

2080 Colonial Road, Apt 3 — $ 74,900
2 Brm/2 Bath — 1,905 sq ft — Time on Market: 29 days

Parcel	A	B	C	D	E	F	AVERAGE
# of Units	102	75	122	96	32	24	451
Total Acreage	18.07	12.2	16.77	8.31	4.13	2.22	61.7
Density	5.64 du/ac	6.15 du/ac	7.27 du/ac	11.55 du/ac	7.75 du/ac	10.81 du/ac	7.31
Non-Homestead	39	22	59	54	20	15	209
% of Total	38%	29%	48%	56%	63%	63%	46%

CITY OF FORT PIERCE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

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

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Vacant	RM	R4
South	Recreation	INST	OS1
East	Residential	RM	PUD
West	Hospital/Medical	Office INST/OP	C1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Medium Residential	PUD	220 (13.86)	15.87	X
****Proposed**	Medium Residential	PUD	266 (16.76)	15.87	N/A X

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 57,200
**Proposed Zoning/FLU	Total gallons per day 69,160
**Change in Demand	Total gallons per day 11,960

100 N. U.S. 1 ◊ P.O. BOX 1480 ◊ FORT PIERCE, FL 34954 -1480 ◊ 772-460-2200 EXT. 232 ◊ FAX 772-466-5808
WWW.CITYOFFORTPIERCE.COM

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 57,200
**Proposed Zoning/FLU	Total gallons per day 69,160
**Change in Demand	Total gallons per day 11,960

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	572	692	+ 120
Urban District	5 acres per 1,000 people	572	692	+ 120
Community	2.5 acres per 1,000 people	572	692	+ 120
Neighborhood	1.36 acres per 1,000 people	572	692	+ 120

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City	Ft. Pierce	Ft. Pierce
Distance		
Current Zoning/FLU Enrollment Demand	62	27
****Proposed Zoning/FLU Enrollment Demand**	75	32
****Change in Demand**	13	6

E. Solid Waste: 2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units	
Demand Analysis	Maximum
Current Zoning/FLU	29 yards
****Proposed Zoning/FLU**	35 yards
***Change in Demand**	6 yards

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

No change in the impervious area.

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	1463	136/112
****Proposed Zoning/FLU**	1769	165/136
***Change in Demand**	Trips 306	Trips 29/23
Impact to Capacity		

IV. Project Description

PHASING			
Is this project (phase) part of a larger project? [ ] Yes [X] No			
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.			
Total Project: Residential Units: 266	Single Family:	Multifamily: 266	
Non-residential (square footage): N/A			
Mixed-use (describe use): N/A			
(If this is a single phase project, name it Phase I – Total)			

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family	1	266	15.87	1st qtr. 2016	2018
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify N/A	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [X] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [X] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? N/A

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [X] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

PROVIDING FOR A DENSITY OF 17 DU/AC.

TRAFFIC IMPACT STUDY

MAYFAIR AT LAWNWOOD
FORT PIERCE, FLORIDA

Prepared for:

IBI Group (Florida), Inc.
2200 Park Central Boulevard North
Suite 100
Pompano Beach, Florida 33064

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

November 2015
TPD № 4714

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic Planning & Design, Inc., a corporation authorized to operate as an engineering business, EB-3702, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Mayfair at Lawnwood

LOCATION: Fort Pierce, Florida

CLIENT: IBI Group (Florida), Inc.

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

NAME: Turgut Dervish, P.E.

Florida P.E.: 20400

DATE: November 16, 2015

SIGNATURE: _____



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Trip Generation
Trip Distribution/Assignment
Project Significance/Impact Area

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Roadway Segment Analysis
Intersection Analysis

PROJECTED CONDITIONS ANALYSIS 11

Roadway Segment Analysis
Intersection Analysis

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INTRODUCTION

This traffic analysis was conducted in order to assess the traffic impact of Mayfair, a proposed 266-unit multi-family residential project in the City of Fort Pierce, Florida. The project site is located on Nebraska Avenue between North Lawnwood Circle and Quincy Avenue. **Figure 1** depicts the site location and the area road roadways. Access to the site will be provided via driveways from North Lawnwood Circle, Nebraska Avenue and South Lawnwood Circle. **Figure 2** is a preliminary site plan depicting the project's building layout and its access configuration. Based on this plan, 52 units in four buildings will be accessed from North Lawnwood Circle, 94 units in nine buildings from Nebraska Avenue and 120 units in ten buildings from South Lawnwood Circle.

The analysis was performed in accordance with the *St. Lucie TPO Standardized Traffic Impact Studies (TIS) Methodology and Procedures*, dated January 23, 2014. Data utilized in the analysis consists of site plan development information provided by the Project Engineers, traffic counts and Level of Service standards/capacities obtained from St. Lucie MPO, and trip generation rates from the Institute of Transportation Engineers (ITE). Additionally, the TPD personnel conducted field surveys/observations of the area roadways and collected P.M. peak hour intersection counts.

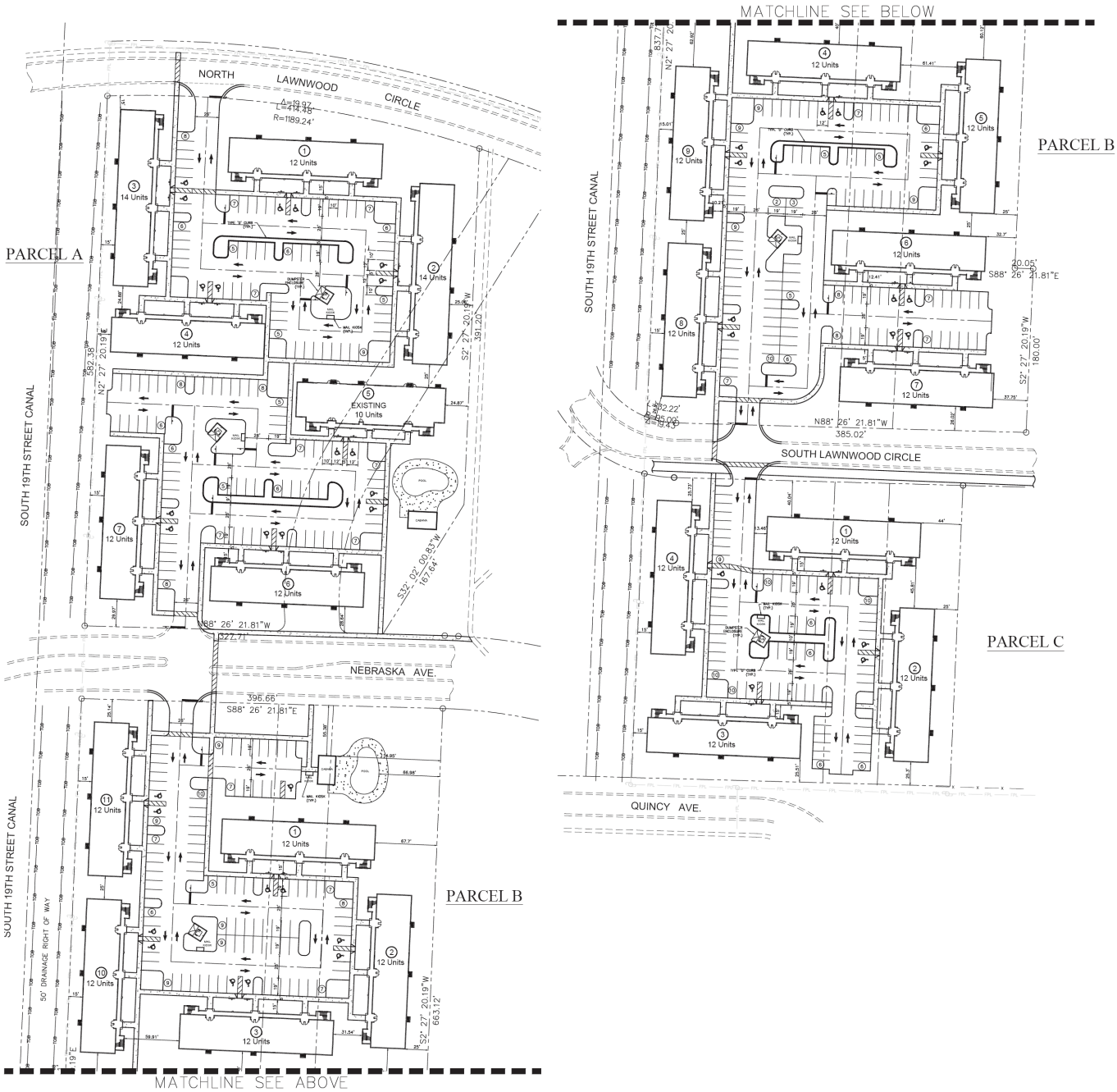


Mayfair at Lawnwood Planned Development
Project № 4714

Figure 1

Site Location

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Mayfair at Lawnwood Planned Development
Project № 4714

Figure 2

Preliminary Site Plan

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PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development is a 266-unit multi-family residential project. To determine the traffic impact of this development in the area, an analysis of its trip generation characteristics was made. This included the estimation of the trips to be generated and their distribution/assignment to the area roadways.

Trip Generation

The trip generation of the proposed development was calculated with the use of trip generation rates from the *9th Edition of the ITE Trip Generation Manual.* This calculation is summarized in **Table 1** which shows the development's daily and P.M. peak hour trips to be generated. As can be seen, the proposed development is expected to generate 1,769 daily trips and 165 P.M. peak hour trips.

Table 1
Trip Generation Calculation

ITE Code	Land Use	Size	Daily Trips		P.M. Peak Hour Generation			
			Rate	Trips	Rate	Enter	Exit	Total
220	Apartment	266 DU	6.65	1,769	0.62	107	58	165
Total Trips				1,769		107	58	165

Trip Distribution/Assignment

The trip distribution of the generated trips in the area were estimated from review of the existing P.M. peak hour counts made at the intersections at the two ends of Nebraska Avenue. Nebraska Avenue is a four lane divided roadway which extends from 13th Street on east and to 25th Street (Martin Luther King Jr. Boulevard) on the west. It is the area's major roadway providing external access to developments along Lawnwood Circle and Nebraska Avenue.

The distribution pattern determined based upon the existing P.M. peak hour counts is illustrated in **Figure 3**. This figure also shows the project's daily and P.M. peak hour trips assigned to the area roadways based upon this distribution.



Mayfair at Lawnwood Planned Development
Project № 4714

Figure 3

Trip Distribution / Assignment

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Project Significance/Impact Area

The extent of the project's impact area and the roadways/intersections to be included in the analysis were based upon St. Lucie MPO's one percent or five percent significance threshold established in the TIS Methodology and Procedures. According to these procedures the roadways and intersections which meet one of the five criteria below are to be included in the analysis:

1. Any road segment to which development traffic makes its connection to the Major Road Network, provided that the development traffic consumes one percent or more of the existing or committed two-way peak hour service capacity.
2. Major Road Segment on which the two-way peak hour project traffic consumes 5 (five) percent or more of the existing or committed two-way peak hour capacity.
3. Site driveway connections to public roads.
4. Intersections of local/non-major roads (that provide access to the development) with the Major Road Network.
5. Major intersections that are part of the impacted roadways.

Table 2 is a summary of the significance test, which shows that Nebraska Avenue and Lawnwood Circle meet the minimum 1.0% significance threshold. Therefore these roadways along with the following intersections will be numbered in the traffic analysis:

- Nebraska Avenue & 25th Street
- Nebraska Avenue & Lawnwood Circle
- Nebraska Avenue & 13th Street
- Site Driveway Connections

Table 2
Project Trip Significance

Roadway Segment	No. of Lanes	LOS Standard	Two-Way Peak Hour Service Capacity	Distribution	Project Trips	Project Significance
North Lawnwood Circle						
Nebraska Avenue to Project Site	2	D	1,200	20%	33	2.8
South Lawnwood Circle						
Nebraska Avenue to Project Site	2	D	1,200	45%	74	6.2
Nebraska Avenue						
25th Street to Lawnwood Circle	4	D	2,920	50%	83	2.8
Lawnwood Circle to 13th Street	4	D	2,920	50%	83	2.8
13th Street						
Virginia Avenue to Nebraska Avenue	2	D	1,170	30%	50	4.3
Nebraska Avenue to Georgia Avenue	2	D	1,260	20%	33	2.6
25th Street						
Virginia Avenue to Nebraska Avenue	4	D	3,580	25%	41	1.1
Nebraska Avenue to Okeechobee Road	4	D	3,580	25%	41	1.1

EXISTING CONDITIONS ANALYSIS

An analysis of the P.M. peak hour traffic conditions at the study roadways and intersections was conducted to establish their current operating conditions. This included the determination of the existing Levels of Service (LOS) for the roadway segments and vehicle delays at the intersection approaches along with the corresponding LOS.

Roadway Segment Analysis

The study roadway segments were analyzed by comparing their existing traffic volumes with their respective capacities at the adopted LOS standard. The P.M. peak hour volumes along the roadway segments were taken St. Lucie MPO's traffic counts and Level of Service Reports, Fall 2014. A summary of the P.M. peak hour roadway capacity analysis is presented in **Table 3** which shows that the roadways to be impacted by the proposed development currently operate at satisfactory Levels of Service.

Table 3
Existing Roadway Capacity Analysis

Roadway Segment	No. of Lanes	Adopted		Peak Direction	PHPD Volume	Existing LOS
		LOS	Capacity			
North Lawnwood Circle						
Nebraska Ave to Project Site	2	D	675	SB	74	C
South Lawnwood Circle						
Nebraska Ave to Project Site	2	D	675	NB	28	C
Nebraska Avenue						
25th St to Lawnwood Cir	4	D	1,710	WB	201	C
Lawnwood Cir to 13th St	4	D	1,710	EB	201	C
13th Street						
Virginia Ave to Nebraska Ave	2	D	710	SB	367	D
Nebraska Ave to Georgia Ave	2	D	790	SB	367	D
25th Street						
Virginia Ave to Nebraska Ave	4	D	2,000	SB	1,110	C
Nebraska Ave to Okeechobee Rd	4	D	2,000	SB	1,110	C

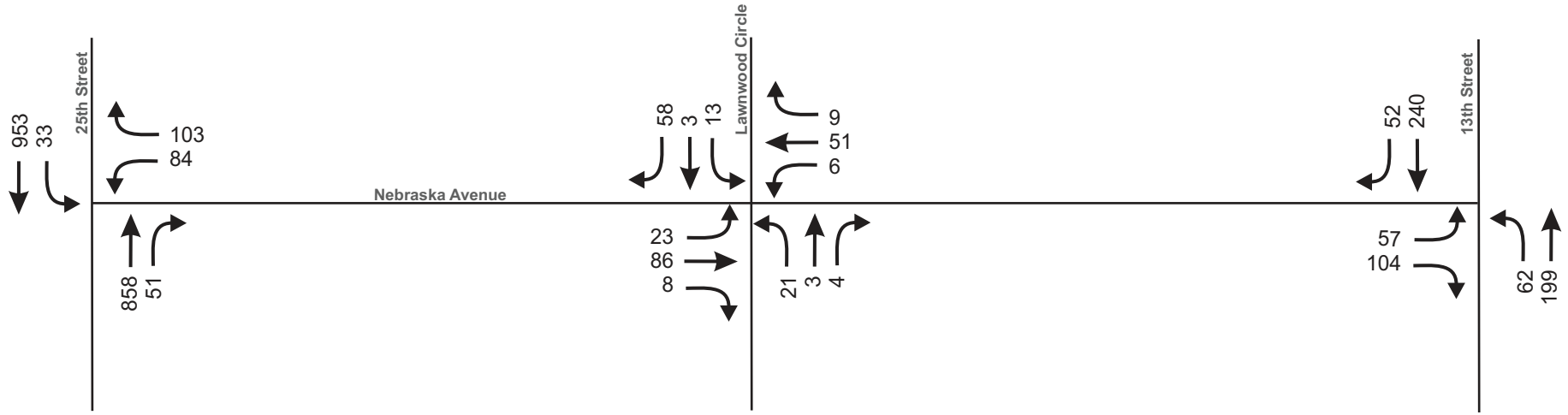
Intersection Analysis

The intersection analysis was conducted in accordance with the procedures of the *2010 Highway Capacity Manual* (HCM) utilizing Highway Capacity Software (HCS) for signalized/ unsignalized intersections. In the analysis, existing intersection geometry, peak hour volumes and signal timing/phasing data were used as inputs. The two-hour P.M. peak hour intersection counts made by 15-minute intervals along with signal timing data obtained in the field are included in **Appendix A**. The P.M. peak hour traffic counts, seasonally adjusted as per FDOT's Peak Season Factor Category Report, and used in the analysis are summarized in **Figure 4**.

The results of the intersection capacity analysis for the intersections are summarized in **Table 4** and detailed capacity analysis worksheets are included in **Appendix B**. The capacity analysis results indicate that the study intersections and their approaches currently operate at satisfactory Levels of Service.

Table 4
Existing Intersection Capacity Analysis

Intersection	Control	Period	EB		WB		NB		SB		Overall	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Nebraska Avenue & 25th Street	STOP	P.M.	----	----	21.9	C	----	----	10.5	B	----	----
Nebraska Avenue & Lawnwood Avenue	STOP	P.M.	7.4	A	7.4	A	10.1	B	9.1	A	----	----
Nebraska Avenue & 13th Street	Signal	P.M.	19.3	B	----	----	3.7	A	6.7	A	8.5	A



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Project № 4714

Figure 4

Existing P.M. Peak Hour Traffic Volumes

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PROJECTED CONDITIONS ANALYSIS

Traffic conditions were analyzed for the study roadways and intersections for operations with the completion and full occupancy in 2018. Projected traffic volumes consist of future background traffic combined with development-generated traffic (or trips). Future background traffic volumes were determined by applying an annual growth to the existing traffic volumes. A trends analysis of daily traffic volumes (AADTs) on Nebraska Avenue, 13th Street and 25th Street revealed annual growth rates ranging from -2.38 to +1.94%. The trends analysis charts are included in **Appendix C**. In the analysis a minimum annual growth of 2.0% was used to expand the existing traffic volumes to 2018.

Roadway Segment Analysis

The study roadways were analyzed for the P.M. peak hour for project completion in 2018. The analysis is summarized in **Table 5**. The table shows to the number of lanes, adopted/LOS capacity, total traffic volumes (background traffic + project trips) and resultant Levels of Service by roadway segment. The results indicate satisfactory traffic operating conditions in 2018 with project trips added.

Table 5
Projected Roadway Capacity Analysis-Peak Hour

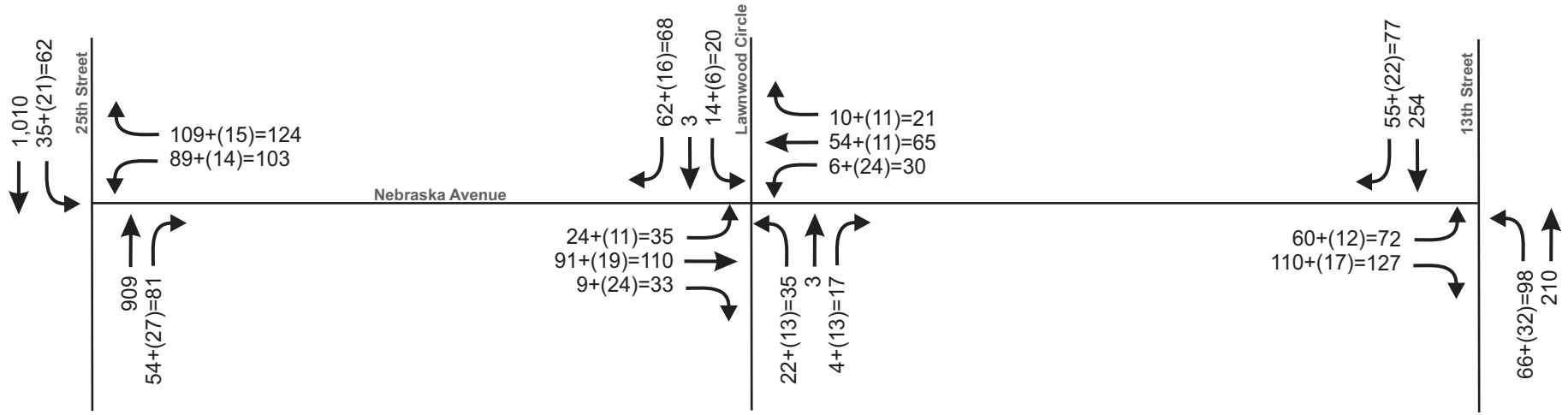
Roadway Segment	No. of Lanes	Adopted		P.M. Peak Hour Volume			LOS
		LOS	Capacity	Background	Project	Total	
North Lawnwood Circle							
Nebraska Ave to Project Site	2	D	675	78	12	90	C
South Lawnwood Circle							
Nebraska Ave to Project Site	2	D	675	30	27	57	C
Nebraska Avenue							
25th St to Lawnwood Cir	4	D	1,710	217	29	246	C
Lawnwood Cir to 13th St	4	D	1,710	396	22	418	D
13th Street							
Virginia Ave to Nebraska Ave	2	D	710	396	17	413	D
Nebraska Ave to Georgia Ave	2	D	790	1,199	14	1,213	C
25th Street							
Virginia Ave to Nebraska Ave	4	D	2,000	1,199	27	1,226	C
Nebraska Ave to Okeechobee Rd	4	D	2,000	217	29	246	C

Intersection Analysis

The analysis of projected conditions for the study intersections was accomplished similar to the existing conditions analysis utilizing the HCS software. The projected traffic volumes as shown in **Figures 5A and 5B** were used in conjunction with existing intersection geometry and traffic controls to perform a capacity analysis for total traffic with project trips. The results of the analysis are summarized in **Table 6**. These results indicate satisfactory traffic operating conditions in 2018 with the completion and full occupancy of the project. The HCS capacity sheets are included in **Appendix D**.

Table 6
Projected Intersection Capacity Analysis

Intersection	Control	Period	EB		WB		NB		SB		Overall	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Nebraska Avenue & 25th Street	STOP	P.M.	----	----	30.3	D	----	----	11.3	B	----	----
Nebraska Avenue & Lawnwood Avenue	STOP	P.M.	7.4	A	7.4	A	10.8	B	9.5	A	----	----
Nebraska Avenue & 13th Street	Signal	P.M.	19.7	B	----	----	3.8	A	6.8	A	8.8	A
Site Access @ North Lawnwood Circle	STOP	P.M.	----	----	7.3	A	8.9	A	----	----	----	----
Site Access @ South Lawnwood Circle	STOP	P.M.	7.3	A	7.3	A	9.3	A	8.5	A	----	----
Site Access @ Nebraska Ave	STOP	P.M.	7.4	A	7.5	A	9.4	A	9.3	A	----	----



Legend:
000 + (000) = 000

- Total
- Project Trips
- Background Trips

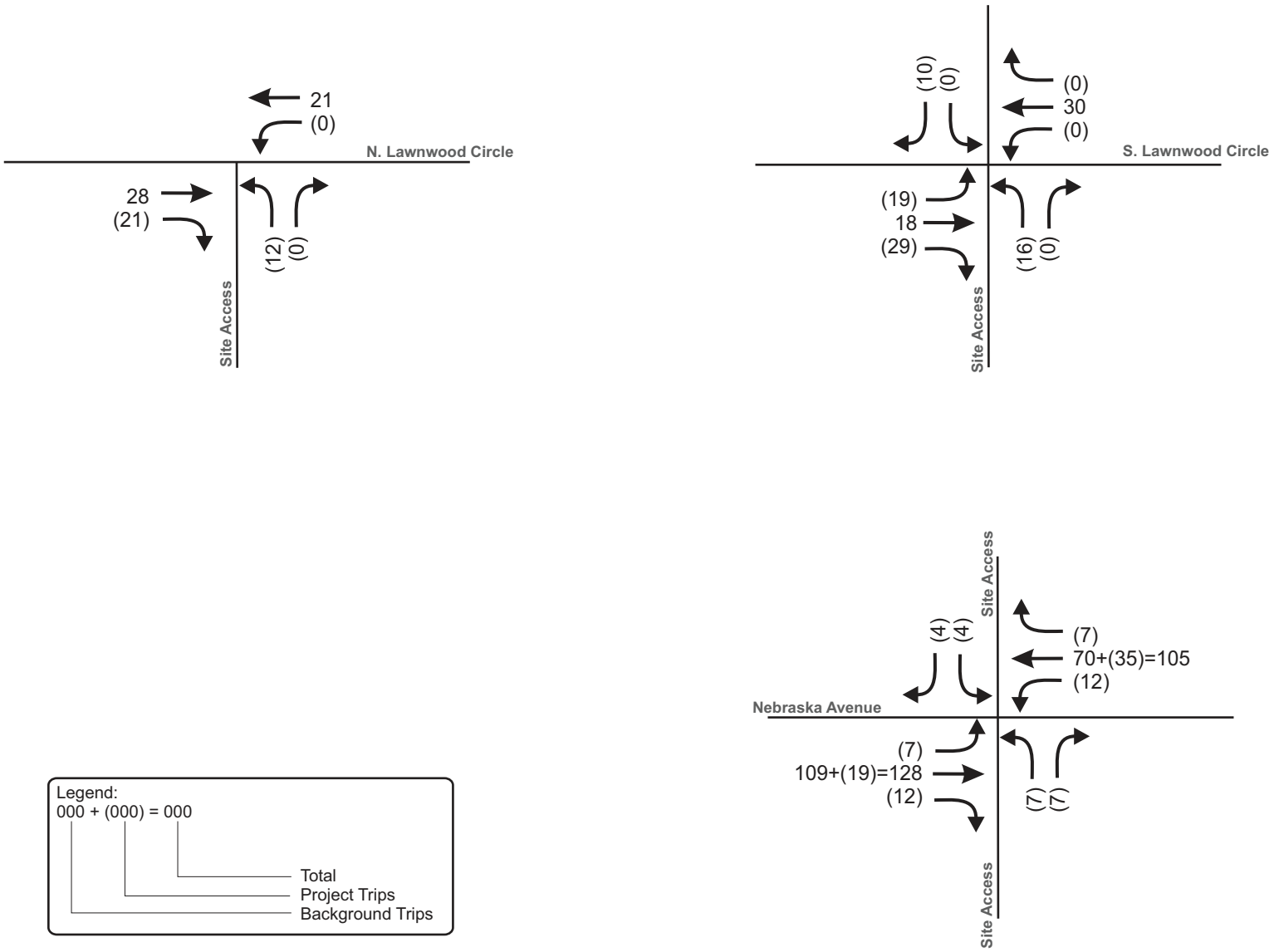
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Figure 5A

Projected P.M. Peak Hour Traffic Volumes

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Mayfair at Lawnwood Planned Development
Project № 4714

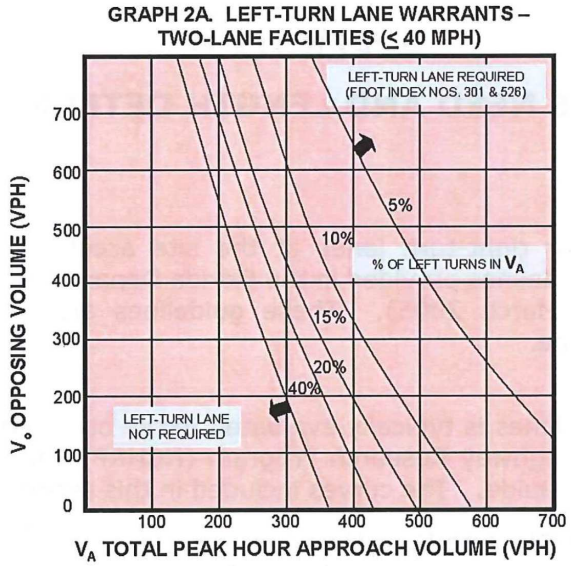
Figure 5B

Projected P.M. Peak Hour Traffic Volumes

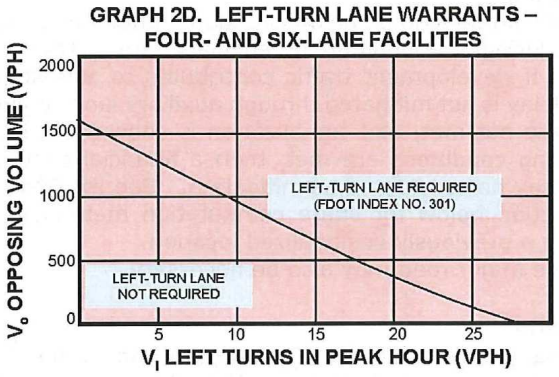
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TURN LANE ANALYSIS

The need for turn lanes into the project site was evaluated using the FDOT Driveway Handbook for right turn lanes and the NCHRP Report 279 for left turn lanes. As per the FDOT Driveway Handbook, the projected right turns at the project entrances do not meet the 125-vehicle trip threshold required for right turn lanes. As for the protected left turns at the site entrances, the NCHRP Report warrant requirements illustrated in the graphs below are not satisfied.



Note: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.



Note: When V_O < 400 VPH, a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as left-turning traffic exceeds 400 VPH. (V_A > 400 VPH).

CONCLUSIONS

This analysis was conducted to assess the traffic impact of a multi-family residential project in Fort Pierce, Florida. Located to the north and south of Nebraska Avenue in the Lawnwood area, the development will consist of 266 units. The results of the study as documented herein are summarized below:

- The proposed development will generated 1,769 daily trips and 165 P.M. peak hour trips.

- Based upon the St. Lucie guidelines, the development will significantly impact Lawnwood Circle and Nebraska Avenue.

- Lawnwood Circle (north and south) and Nebraska Avenue currently operate at satisfactory Levels of Service and will continue to do so in 2018 with the project completed and fully occupied.

- The study intersections impacted by the proposed development currently operate at satisfactory Levels of Service and will continue to do so with the completion of the project.

- The project access connections on Lawnwood Circle and Nebraska Avenue will adequately serve the trips of the proposed development.

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APPENDICES

APPENDIX A

Turning Movement Counts
Signal Timing Sheet

15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

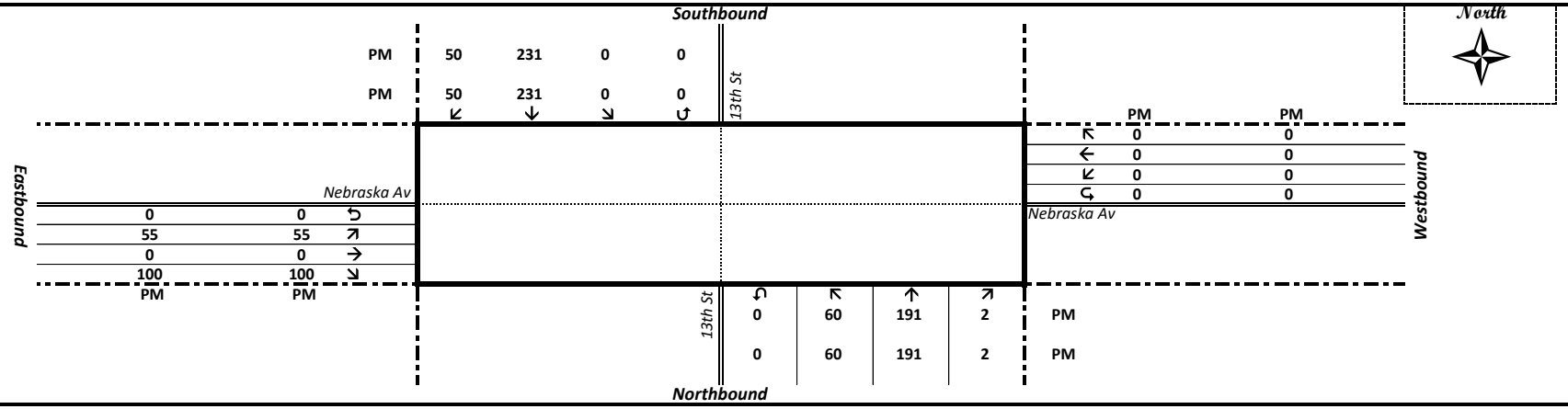
DATE: November 9, 2015 (Monday) **CITY:** Ft. Pierce **LATITUDE:** 0

LOCATION: 13th St & Nebraska Av **COUNTY:** St. Lucie **LONGITUDE:** 0

	13th St					13th St						Nebraska Av					Nebraska Av						
TIME	NORTHBOUND					SOUTHBOUND					N/S	EASTBOUND					WESTBOUND					E/W	GRAND
BEGIN	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	TOTAL
04:00 PM	7	35	0	0	**42**	0	40	6	0	**46**	**88**	19	0	25	0	**44**	0	0	0	0	**0**	**44**	**132**
04:15 PM	17	44	0	0	**61**	0	55	17	0	**72**	**133**	14	0	19	0	**33**	0	0	0	0	**0**	**33**	**166**
04:30 PM	9	35	0	0	**44**	0	53	11	0	**64**	**108**	15	0	19	0	**34**	0	0	0	0	**0**	**34**	**142**
04:45 PM	11	51	0	0	**62**	0	44	18	0	**62**	**124**	15	0	20	0	**35**	0	0	0	0	**0**	**35**	**159**
TOTAL	44	165	0	0	**209**	0	192	52	0	**244**	**453**	63	0	83	0	**146**	0	0	0	0	**0**	**146**	**599**
05:00 PM	18	35	1	0	**54**	0	57	12	0	**69**	**123**	19	0	33	0	**52**	0	0	0	0	**0**	**52**	**175**
05:15 PM	24	50	0	0	**74**	0	69	15	0	**84**	**158**	10	0	25	0	**35**	0	0	0	0	**0**	**35**	**193**
05:30 PM	7	50	1	0	**58**	0	44	11	0	**55**	**113**	18	0	15	0	**33**	0	0	0	0	**0**	**33**	**146**
05:45 PM	11	56	0	0	**67**	0	61	12	0	**73**	**140**	8	0	27	0	**35**	0	0	0	0	**0**	**35**	**175**
TOTAL	60	191	2	0	**253**	0	231	50	0	**281**	**534**	55	0	100	0	**155**	0	0	0	0	**0**	**155**	**689**

PM Peak **Peak Hour Factor: 0.892**

05:00 PM to 06:00 PM	**60**	**191**	**2**	**0**	**253**	**0**	**231**	**50**	**0**	**281**	**534**	**55**	**0**	**100**	**0**	**155**	**0**	**0**	**0**	**0**	**0**	**155**	**689**



15 MINUTE TURNING MOVEMENT COUNTS

(Trucks Only)

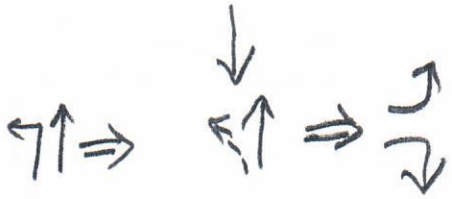
DATE: November 9, 2015 (Monday) **CITY:** Ft. Pierce **LATITUDE:** 0

LOCATION: 13th St & Nebraska Av **COUNTY:** St. Lucie **LONGITUDE:** 0

	13th St					13th St						Nebraska Av					Nebraska Av						
TIME	**NORTHBOUND**					**SOUTHBOUND**					**N/S**	**EASTBOUND**					**WESTBOUND**					**E/W**	**GRAND**
BEGIN	**L**	**T**	**R**	***U-turn***	**TOTAL**	**L**	**T**	**R**	***U-turn***	**TOTAL**	**TOTAL**	**L**	**T**	**R**	***U-turn***	**TOTAL**	**L**	**T**	**R**	***U-turn***	**TOTAL**	**TOTAL**	**TOTAL**
04:00 PM	0	0	0	0	**0**	0	1	0	0	**1**	**1**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**1**
04:15 PM	1	3	0	0	**4**	0	2	0	0	**2**	**6**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**6**
04:30 PM	0	1	0	0	**1**	0	2	0	0	**2**	**3**	0	0	2	0	**2**	0	0	0	0	**0**	**2**	**5**
04:45 PM	0	1	0	0	**1**	0	2	0	0	**2**	**3**	1	0	0	0	**1**	0	0	0	0	**0**	**1**	**4**
TOTAL	1	5	0	0	**6**	0	7	0	0	**7**	**13**	1	0	2	0	**3**	0	0	0	0	**0**	**3**	**16**
05:00 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:15 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:30 PM	0	0	0	0	**0**	0	1	0	0	**1**	**1**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**1**
05:45 PM	0	0	0	0	**0**	0	1	0	0	**1**	**1**	0	0	1	0	**1**	0	0	0	0	**0**	**1**	**2**
TOTAL	0	0	0	0	**0**	0	2	0	0	**2**	**2**	0	0	1	0	**1**	0	0	0	0	**0**	**1**	**3**
PM Peak																							
05:00 PM to 06:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**2**	**2**	**0**	**0**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**1**	**3**

25MPH
NEBRASKA AVE
13TH ST
25MPH
N
A

Name : Nebraska Ave & 13th ST



	AM Time (Sec)			
Cyclle	55	54	55	55
NB LT	6	7	6	6
NB LT & TI	24	24	25	25
SB Th	24	24	25	25
EB LT & RI	14	15	15	15

APPENDIX B

Existing HCS Capacity Worksheets

TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	*DWF*
Agency/Co.	*TPD*
Date Performed	*11/16/2015*
Analysis Time Period	*PM Peak (Existing)*

Site Information

Intersection	*25th St & Nebraska Ave*
Jurisdiction	*Ft Pierce*
Analysis Year	*2015*

Project Description

East/West Street: *Nebraska Ave* | North/South Street: *25th Street*

Intersection Orientation: *North-South* | Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		*858*	*51*	*33*	*953*	
Peak-Hour Factor, PHF	*1.00*	*0.90*	*0.90*	*0.90*	*0.90*	*1.00*
Hourly Flow Rate, HFR (veh/h)	*0*	*953*	*56*	*36*	*1058*	*0*
Percent Heavy Vehicles	*0*	--	--	*0*	--	--
Median Type	*Two Way Left Turn Lane*					
RT Channelized			*0*			*0*
Lanes	*0*	*2*	*0*	*1*	*2*	*0*
Configuration		*T*	*TR*	*L*	*T*	
Upstream Signal		*0*			*0*	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				*84*		*103*
Peak-Hour Factor, PHF	*1.00*	*1.00*	*1.00*	*0.90*	*1.00*	*0.90*
Hourly Flow Rate, HFR (veh/h)	*0*	*0*	*0*	*93*	*0*	*114*
Percent Heavy Vehicles	*0*	*0*	*0*	*1*	*0*	*0*
Percent Grade (%)		*0*			*0*	
Flared Approach		*N*			*N*	
Storage		*0*			*0*	
RT Channelized			*0*			*0*
Lanes	*0*	*0*	*0*	*1*	*0*	*1*
Configuration				*L*		*R*

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		*L*	*L*		*R*			
v (veh/h)		*36*	*93*		*114*			
C (m) (veh/h)		*695*	*219*		*572*			
v/c		*0.05*	*0.42*		*0.20*			
95% queue length		*0.16*	*1.97*		*0.74*			
Control Delay (s/veh)		*10.5*	*33.1*		*12.9*			
LOS		*B*	*D*		*B*			
Approach Delay (s/veh)	--	--	*21.9*					
Approach LOS	--	--	*C*					

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TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	*DWF*
Agency/Co.	*TPD*
Date Performed	*11/16/2015*
Analysis Time Period	*PM Peak (Existing)*

Site Information

Intersection	*Nebraska Ave & Lawnwood Circle*
Jurisdiction	*Fort Pierce*
Analysis Year	*2015*

Project Description

East/West Street: *Nebraska Avenue* | North/South Street: *Lawnwood Circle*

Intersection Orientation: *East-West* | Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	*23*	*86*	*8*	*6*	*51*	*9*
Peak-Hour Factor, PHF	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*
Hourly Flow Rate, HFR (veh/h)	*24*	*93*	*8*	*6*	*55*	*9*
Percent Heavy Vehicles	*0*	--	--	*0*	--	--
Median Type	*Raised curb*					
RT Channelized			*0*			*0*
Lanes	*1*	*2*	*0*	*1*	*2*	*0*
Configuration	*L*	*T*	*TR*	*L*	*T*	*TR*
Upstream Signal		*0*			*0*	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	*21*	*3*	*4*	*13*	*3*	*58*
Peak-Hour Factor, PHF	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*
Hourly Flow Rate, HFR (veh/h)	*22*	*3*	*4*	*14*	*3*	*63*
Percent Heavy Vehicles	*0*	*0*	*0*	*0*	*0*	*0*
Percent Grade (%)		*0*			*0*	
Flared Approach		*N*			*N*	
Storage		*0*			*0*	
RT Channelized			*0*			*0*
Lanes	*0*	*1*	*0*	*0*	*1*	*0*
Configuration		*LTR*			*LTR*	

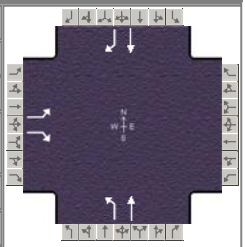
Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	*L*	*L*		*LTR*			*LTR*	
v (veh/h)	*24*	*6*		*29*			*80*	
C (m) (veh/h)	*1551*	*1504*		*738*			*964*	
v/c	*0.02*	*0.00*		*0.04*			*0.08*	
95% queue length	*0.05*	*0.01*		*0.12*			*0.27*	
Control Delay (s/veh)	*7.4*	*7.4*		*10.1*			*9.1*	
LOS	*A*	*A*		*B*			*A*	
Approach Delay (s/veh)	--	--	*10.1*			*9.1*		
Approach LOS	--	--	*B*			*A*		

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HCS 2010 Signalized Intersection Results Summary

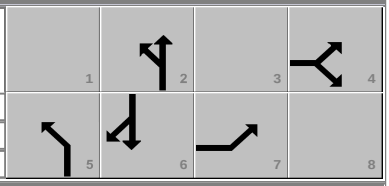
General Information				Intersection Information	
Agency	TPD			Duration, h	0.25
Analyst	DWF	Analysis Date	Nov 16, 2015	Area Type	Other
Jurisdiction	Fort Pierce	Time Period	PM Peak (Existing)	PHF	0.89
Intersection	13th Street & Nebraska Ave	Analysis Year	2015	Analysis Period	1> 17:00
File Name	13th Street & Nebraska Avenue Existing PM Peak.xus				
Project Description	PM Peak (Existing)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	57		104				62	199			240	52

Signal Information			
Cycle, s	54.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.0	29.0	10.0	0.0	0.0	0.0	
Yellow	3.0	3.0	3.0	0.0	0.0	0.0	
Red	1.0	1.0	1.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4			5	2		6
Case Number		9.0			1.0	4.0		7.3
Phase Duration, s		14.0			7.0	40.0		33.0
Change Period, ($Y+R_c$), s		4.0			4.0	4.0		4.0
Max Allow Headway (*MAH*), s		3.4			4.3	4.2		4.2
Queue Clearance Time (g_s), s		5.5			2.8	4.4		6.2
Green Extension Time (g_e), s		0.1			0.0	1.9		2.1
Phase Call Probability		1.00			1.00	1.00		1.00
Max Out Probability		0.35			1.00	0.01		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7		14				5	2			6	16
Adjusted Flow Rate (*v*), veh/h	64		117				70	224			270	58
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810		1594				1810	1900			1881	1610
Queue Service Time (g_s), s	1.6		3.5				0.8	2.4			4.2	0.9
Cycle Queue Clearance Time (g_c), s	1.6		3.5				0.8	2.4			4.2	0.9
Green Ratio (*g/C*)	0.19		0.19				0.63	0.67			0.54	0.54
Capacity (*c*), veh/h	335		295				752	1267			1010	865
Volume-to-Capacity Ratio (*X*)	0.191		0.396				0.093	0.177			0.267	0.068
Available Capacity (c_a), veh/h	335		295				752	1267			1010	865
Back of Queue (*Q*), veh/ln (95th percentile)	1.2		2.2				0.4	1.1			2.5	0.5
Queue Storage Ratio (*RQ*) (95th percentile)	0.00		0.00				0.00	0.00			0.00	0.00
Uniform Delay (d_1), s/veh	18.6		19.3				4.2	3.4			6.8	6.0
Incremental Delay (d_2), s/veh	0.1		0.3				0.1	0.1			0.1	0.0
Initial Queue Delay (d_3), s/veh	0.0		0.0				0.0	0.0			0.0	0.0
Control Delay (*d*), s/veh	18.7		19.7				4.3	3.5			6.9	6.0
Level of Service (LOS)	B		B				A	A			A	A
Approach Delay, s/veh / LOS	19.3		B	0.0			3.7		A	6.7		A
Intersection Delay, s/veh / LOS	8.5						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.3	B	2.3	B	0.6	A	2.2	B
Bicycle LOS Score / LOS		F			1.0	A	1.0	A

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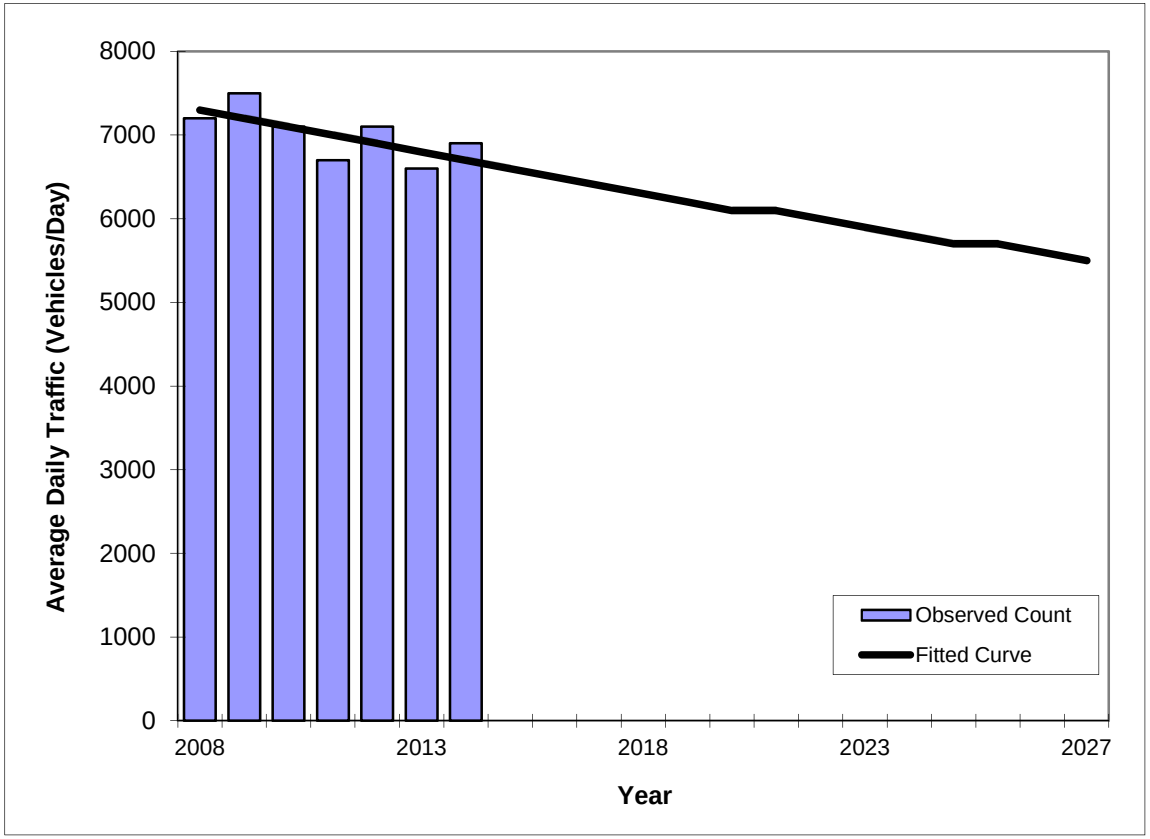
APPENDIX C

Trends Analysis Charts

TRAFFIC TRENDS

13th St -- Virginia Ave to Georgia Ave

County:	0
Station #:	0
Highway:	13th St



Year	Traffic (ADT/AADT) Count*	Trend**
2008	7200	7300
2009	7500	7200
2010	7100	7100
2011	6700	7000
2012	7100	6900
2013	6600	6800
2014	6900	6700
2015 Opening Year Trend		
2015	N/A	6600
2016 Mid-Year Trend		
2016	N/A	6500
2020 Design Year Trend		
2020	N/A	6100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

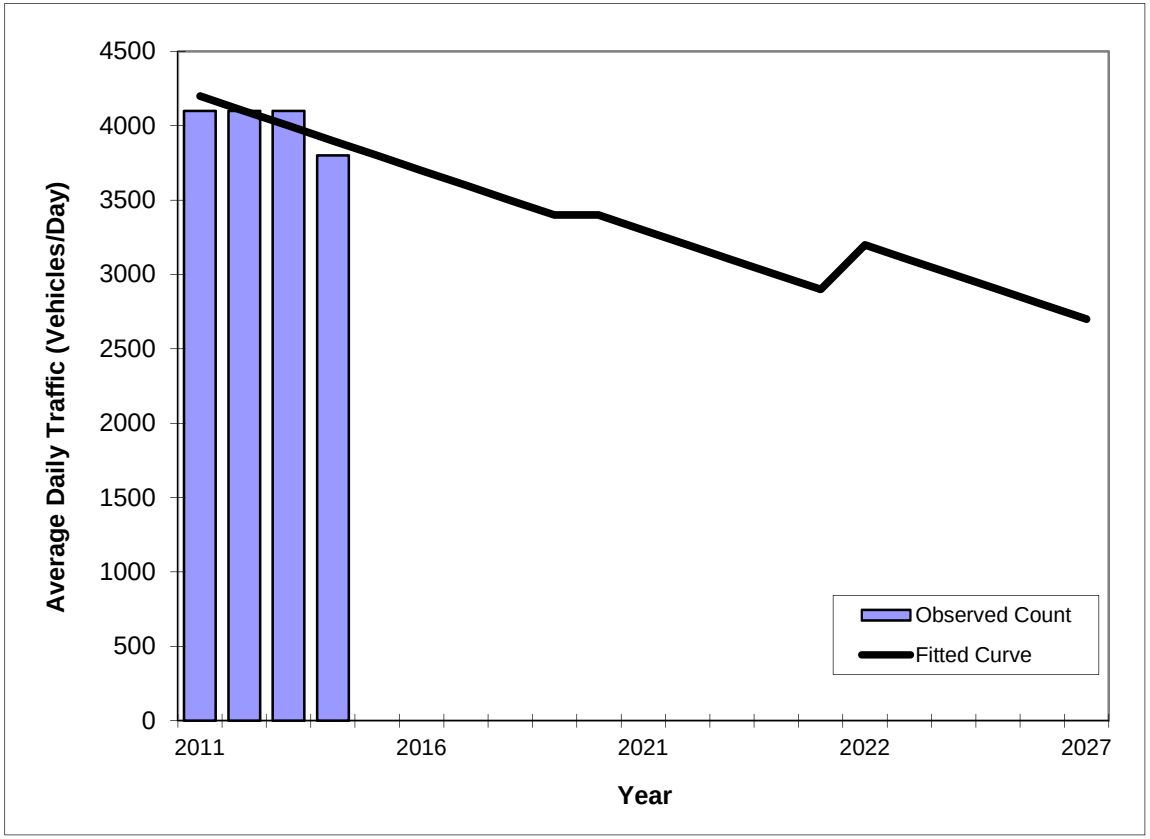
**** Annual Trend Increase:**	-96
Trend R-squared:	45.8%
Trend Annual Historic Growth Rate:	-1.37%
Trend Growth Rate (2014 to Design Year):	-1.49%
Printed:	17-Nov-15

Straight Line Growth Option

TRAFFIC TRENDS

Nebraska Ave -- 25th St to 13th St

County:	0
Station #:	0
Highway:	Nebraska Ave



Year	Traffic (ADT/AADT) Count*	Trend**
2011	4100	4200
2012	4100	4100
2013	4100	4000
2014	3800	3900
2015 Opening Year Trend		
2015	N/A	3800
2016 Mid-Year Trend		
2016	N/A	3700
2020 Design Year Trend		
2020	N/A	3400
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	-90
Trend R-squared:	60.0%
Trend Annual Historic Growth Rate:	-2.38%
Trend Growth Rate (2014 to Design Year):	-2.14%
Printed:	17-Nov-15

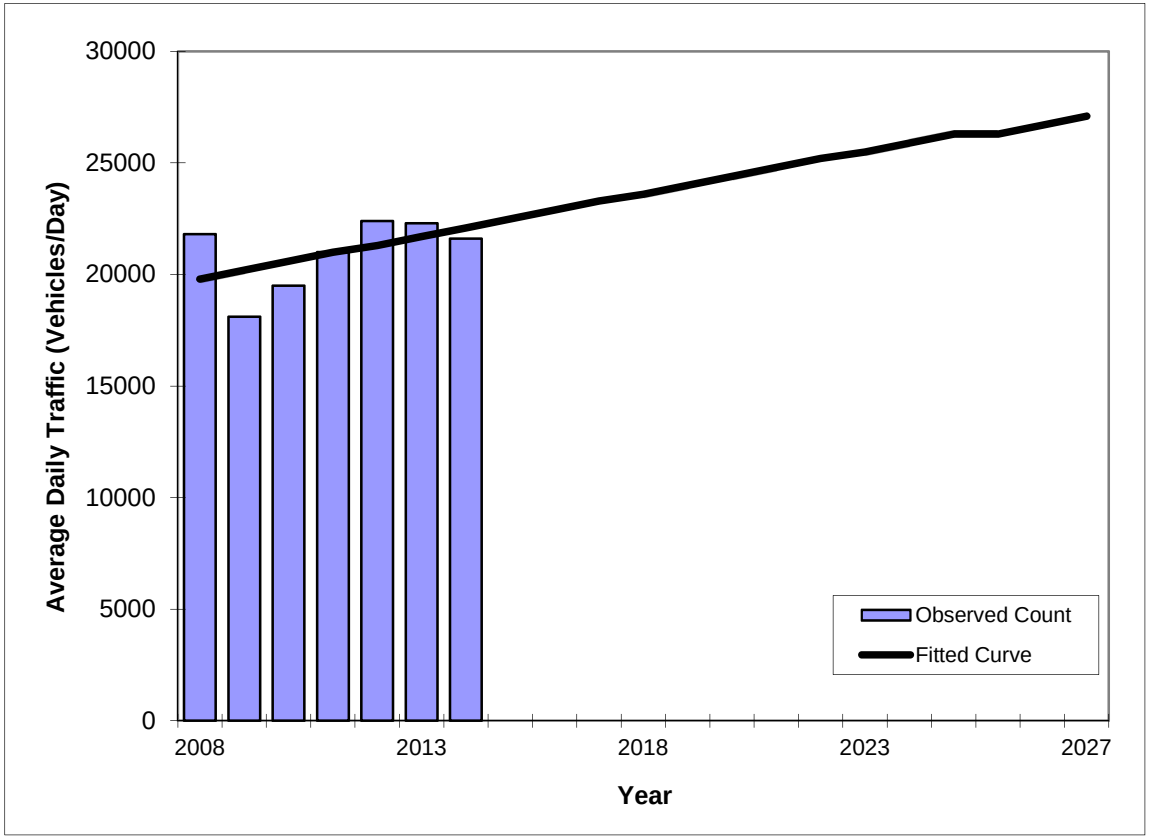
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

25th St -- Virginia Ave to Okeechobee Rd

County:	0
Station #:	0
Highway:	25th St



Year	Traffic (ADT/AADT) Count*	Trend**
2008	21800	19800
2009	18100	20200
2010	19500	20600
2011	21000	21000
2012	22400	21300
2013	22300	21700
2014	21600	22100
2015 Opening Year Trend		
2015	N/A	22500
2016 Mid-Year Trend		
2016	N/A	22900
2020 Design Year Trend		
2020	N/A	24400
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	382
Trend R-squared:	26.7%
Trend Annual Historic Growth Rate:	1.94%
Trend Growth Rate (2014 to Design Year):	1.73%
Printed:	17-Nov-15

Straight Line Growth Option

***Axle-Adjusted**

APPENDIX D

Projected HCS Capacity Worksheets

TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	*DWF*
Agency/Co.	*TPD*
Date Performed	*11/16/2015*
Analysis Time Period	*PM Peak (Existing)*

Site Information

Intersection	*25th St & Nebraska Ave*
Jurisdiction	*Ft Pierce*
Analysis Year	*2015*

Project Description

East/West Street: *Nebraska Ave* | North/South Street: *25th Street*

Intersection Orientation: *North-South* | Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		*909*	*81*	*62*	*1010*	
Peak-Hour Factor, PHF	*1.00*	*0.90*	*0.90*	*0.90*	*0.90*	*1.00*
Hourly Flow Rate, HFR (veh/h)	*0*	*1010*	*90*	*68*	*1122*	*0*
Percent Heavy Vehicles	*0*	--	--	*0*	--	--
Median Type	*Two Way Left Turn Lane*					
RT Channelized			*0*			*0*
Lanes	*0*	*2*	*0*	*1*	*2*	*0*
Configuration		*T*	*TR*	*L*	*T*	
Upstream Signal		*0*			*0*	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				*103*		*124*
Peak-Hour Factor, PHF	*1.00*	*1.00*	*1.00*	*0.90*	*1.00*	*0.90*
Hourly Flow Rate, HFR (veh/h)	*0*	*0*	*0*	*114*	*0*	*137*
Percent Heavy Vehicles	*0*	*0*	*0*	*1*	*0*	*0*
Percent Grade (%)		*0*			*0*	
Flared Approach		*N*			*N*	
Storage		*0*			*0*	
RT Channelized			*0*			*0*
Lanes	*0*	*0*	*0*	*1*	*0*	*1*
Configuration				*L*		*R*

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		*L*	*L*		*R*			
v (veh/h)		*68*	*114*		*137*			
C (m) (veh/h)		*642*	*188*		*539*			
v/c		*0.11*	*0.61*		*0.25*			
95% queue length		*0.35*	*3.38*		*1.00*			
Control Delay (s/veh)		*11.3*	*49.9*		*13.9*			
LOS		*B*	*E*		*B*			
Approach Delay (s/veh)	--	--	*30.3*					
Approach LOS	--	--	*D*					

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TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	*DWF*
Agency/Co.	*TPD*
Date Performed	*11/16/2015*
Analysis Time Period	*PM Peak (Projected)*

Site Information

Intersection	*Nebraska Ave & Lawnwood Circle*
Jurisdiction	*Fort Pierce*
Analysis Year	*2015*

Project Description

East/West Street: *Nebraska Avenue* | North/South Street: *Lawnwood Circle*

Intersection Orientation: *East-West* | Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	*35*	*110*	*33*	*30*	*65*	*21*
Peak-Hour Factor, PHF	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*
Hourly Flow Rate, HFR (veh/h)	*38*	*119*	*35*	*32*	*70*	*22*
Percent Heavy Vehicles	*0*	--	--	*0*	--	--
Median Type	*Raised curb*					
RT Channelized			*0*			*0*
Lanes	*1*	*2*	*0*	*1*	*2*	*0*
Configuration	*L*	*T*	*TR*	*L*	*T*	*TR*
Upstream Signal		*0*			*0*	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	*35*	*3*	*17*	*20*	*3*	*68*
Peak-Hour Factor, PHF	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*
Hourly Flow Rate, HFR (veh/h)	*38*	*3*	*18*	*21*	*3*	*73*
Percent Heavy Vehicles	*0*	*0*	*0*	*0*	*0*	*0*
Percent Grade (%)		*0*			*0*	
Flared Approach		*N*			*N*	
Storage		*0*			*0*	
RT Channelized			*0*			*0*
Lanes	*0*	*1*	*0*	*0*	*1*	*0*
Configuration		*LTR*			*LTR*	

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	*L*	*L*		*LTR*			*LTR*	
v (veh/h)	*38*	*32*		*59*			*97*	
C (m) (veh/h)	*1515*	*1439*		*683*			*893*	
v/c	*0.03*	*0.02*		*0.09*			*0.11*	
95% queue length	*0.08*	*0.07*		*0.28*			*0.36*	
Control Delay (s/veh)	*7.4*	*7.6*		*10.8*			*9.5*	
LOS	*A*	*A*		*B*			*A*	
Approach Delay (s/veh)	--	--	*10.8*			*9.5*		
Approach LOS	--	--	*B*			*A*		

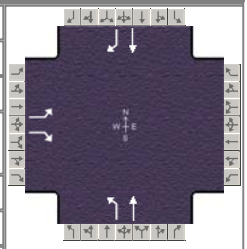
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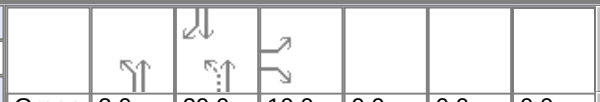
HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD			Duration, h	0.25
Analyst	DWF	Analysis Date	Nov 16, 2015	Area Type	Other
Jurisdiction	Fort Pierce	Time Period	PM Peak (Projected)	PHF	0.89
Intersection	13th Street & Nebraska Ave	Analysis Year	2017	Analysis Period	1> 17:00
File Name	13th Street & Nebraska Avenue Projected PM Peak.xus				
Project Description	PM Peak (Projected)				

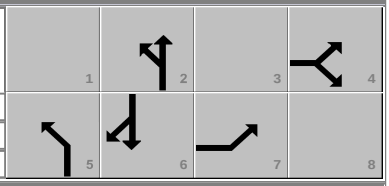


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	72		127				98	210			254	77

Signal Information			
Cycle, s	54.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	3.0	29.0	10.0	0.0	0.0	0.0
Yellow	3.0	3.0	3.0	0.0	0.0	0.0
Red	1.0	1.0	1.0	0.0	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4			5	2		6
Case Number		9.0			1.0	4.0		7.3
Phase Duration, s		14.0			7.0	40.0		33.0
Change Period, ($Y+R_c$), s		4.0			4.0	4.0		4.0
Max Allow Headway (*MAH*), s		3.4			4.3	4.2		4.2
Queue Clearance Time (g_s), s		6.3			3.3	4.6		6.5
Green Extension Time (g_e), s		0.2			0.0	2.1		2.3
Phase Call Probability		1.00			1.00	1.00		1.00
Max Out Probability		0.80			1.00	0.02		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7		14				5	2			6	16
Adjusted Flow Rate (*v*), veh/h	81		143				110	236			285	87
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810		1594				1810	1900			1881	1610
Queue Service Time (g_s), s	2.1		4.3				1.3	2.6			4.5	1.4
Cycle Queue Clearance Time (g_c), s	2.1		4.3				1.3	2.6			4.5	1.4
Green Ratio (*g/C*)	0.19		0.19				0.63	0.67			0.54	0.54
Capacity (*c*), veh/h	335		295				738	1267			1010	865
Volume-to-Capacity Ratio (*X*)	0.241		0.483				0.149	0.186			0.282	0.100
Available Capacity (c_a), veh/h	335		295				738	1267			1010	865
Back of Queue (*Q*), veh/ln (95th percentile)	1.5		2.8				0.6	1.2			2.7	0.7
Queue Storage Ratio (*RQ*) (95th percentile)	0.00		0.00				0.00	0.00			0.00	0.00
Uniform Delay (d_1), s/veh	18.8		19.7				4.4	3.4			6.8	6.1
Incremental Delay (d_2), s/veh	0.1		0.5				0.1	0.1			0.2	0.0
Initial Queue Delay (d_3), s/veh	0.0		0.0				0.0	0.0			0.0	0.0
Control Delay (*d*), s/veh	18.9		20.1				4.5	3.5			7.0	6.2
Level of Service (LOS)	B		C				A	A			A	A
Approach Delay, s/veh / LOS	19.7	B		0.0			3.8	A		6.8	A	
Intersection Delay, s/veh / LOS	8.8						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.3	B	2.3	B	0.6	A	2.2	B
Bicycle LOS Score / LOS		F			1.1	A	1.1	A

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TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	*DWF*
Agency/Co.	*TPD*
Date Performed	*11/16/2015*
Analysis Time Period	*PM Peak (Projected)*

Site Information

Intersection	*N Lawnwood & Site Access*
Jurisdiction	*Fort Pierce*
Analysis Year	*2017*

Project Description

East/West Street: *N Lawnwood Circle* | North/South Street: *Site Access*

Intersection Orientation: *East-West* | Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		*28*	*21*	*0*	*21*	
Peak-Hour Factor, PHF	*1.00*	*0.92*	*0.92*	*0.92*	*0.92*	*1.00*
Hourly Flow Rate, HFR (veh/h)	*0*	*30*	*22*	*0*	*22*	*0*
Percent Heavy Vehicles	*0*	--	--	*0*	--	--
Median Type	*Undivided*					
RT Channelized			*0*			*0*
Lanes	*0*	*1*	*0*	*0*	*1*	*0*
Configuration			*TR*	*LT*		
Upstream Signal		*0*			*0*	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	*12*		*0*			
Peak-Hour Factor, PHF	*0.92*	*1.00*	*0.92*	*1.00*	*1.00*	*1.00*
Hourly Flow Rate, HFR (veh/h)	*13*	*0*	*0*	*0*	*0*	*0*
Percent Heavy Vehicles	*0*	*0*	*0*	*0*	*0*	*0*
Percent Grade (%)		*0*			*0*	
Flared Approach		*N*			*N*	
Storage		*0*			*0*	
RT Channelized			*0*			*0*
Lanes	*0*	*0*	*0*	*0*	*0*	*0*
Configuration		*LR*				

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		*LT*		*LR*				
v (veh/h)		*0*		*13*				
C (m) (veh/h)		*1567*		*948*				
v/c		*0.00*		*0.01*				
95% queue length		*0.00*		*0.04*				
Control Delay (s/veh)		*7.3*		*8.9*				
LOS		*A*		*A*				
Approach Delay (s/veh)	--	--	*8.9*					
Approach LOS	--	--	*A*					

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TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	*DWF*
Agency/Co.	*TPD*
Date Performed	*11/16/2015*
Analysis Time Period	*PM Peak (Projected)*

Site Information

Intersection	*S Lawnwood & Site Access*
Jurisdiction	*Fort Pierce*
Analysis Year	*2017*

Project Description

East/West Street: *S. Lawnwood Circle* | North/South Street: *Site Access*

Intersection Orientation: *East-West* | Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	*19*	*18*	*29*	*0*	*30*	*0*
Peak-Hour Factor, PHF	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*
Hourly Flow Rate, HFR (veh/h)	*20*	*19*	*31*	*0*	*32*	*0*
Percent Heavy Vehicles	*0*	--	--	*0*	--	--
Median Type	*Undivided*					
RT Channelized			*0*			*0*
Lanes	*0*	*1*	*0*	*0*	*1*	*0*
Configuration	*LTR*			*LTR*		
Upstream Signal		*0*			*0*	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	*16*	*0*	*0*	*0*	*0*	*10*
Peak-Hour Factor, PHF	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*
Hourly Flow Rate, HFR (veh/h)	*17*	*0*	*0*	*0*	*0*	*10*
Percent Heavy Vehicles	*0*	*0*	*0*	*0*	*0*	*0*
Percent Grade (%)		*0*			*0*	
Flared Approach		*N*			*N*	
Storage		*0*			*0*	
RT Channelized			*0*			*0*
Lanes	*0*	*1*	*0*	*0*	*1*	*0*
Configuration		*LTR*			*LTR*	

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	*LTR*	*LTR*		*LTR*			*LTR*	
v (veh/h)	*20*	*0*		*17*			*10*	
C (m) (veh/h)	*1593*	*1570*		*855*			*1048*	
v/c	*0.01*	*0.00*		*0.02*			*0.01*	
95% queue length	*0.04*	*0.00*		*0.06*			*0.03*	
Control Delay (s/veh)	*7.3*	*7.3*		*9.3*			*8.5*	
LOS	*A*	*A*		*A*			*A*	
Approach Delay (s/veh)	--	--	*9.3*			*8.5*		
Approach LOS	--	--	*A*			*A*		

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TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	*DWF*
Agency/Co.	*TPD*
Date Performed	*11/16/2015*
Analysis Time Period	*PM Peak (Projected)*

Site Information

Intersection	*Nebraska Ave & Site Access*
Jurisdiction	*Fort Pierce*
Analysis Year	*2017*

Project Description

East/West Street: *Nebraska Avenue* | North/South Street: *Site Access*

Intersection Orientation: *East-West* | Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	*7*	*128*	*12*	*12*	*105*	*7*
Peak-Hour Factor, PHF	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*
Hourly Flow Rate, HFR (veh/h)	*7*	*139*	*13*	*13*	*114*	*7*
Percent Heavy Vehicles	*0*	--	--	*0*	--	--
Median Type	*Raised curb*					
RT Channelized			*0*			*0*
Lanes	*1*	*2*	*0*	*1*	*2*	*0*
Configuration	*L*	*T*	*TR*	*L*	*T*	*TR*
Upstream Signal		*0*			*0*	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	*7*	*0*	*7*	*4*	*0*	*4*
Peak-Hour Factor, PHF	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*	*0.92*
Hourly Flow Rate, HFR (veh/h)	*7*	*0*	*7*	*4*	*0*	*4*
Percent Heavy Vehicles	*0*	*0*	*0*	*0*	*0*	*0*
Percent Grade (%)		*0*			*0*	
Flared Approach		*N*			*N*	
Storage		*0*			*0*	
RT Channelized			*0*			*0*
Lanes	*0*	*1*	*0*	*0*	*1*	*0*
Configuration		*LTR*			*LTR*	

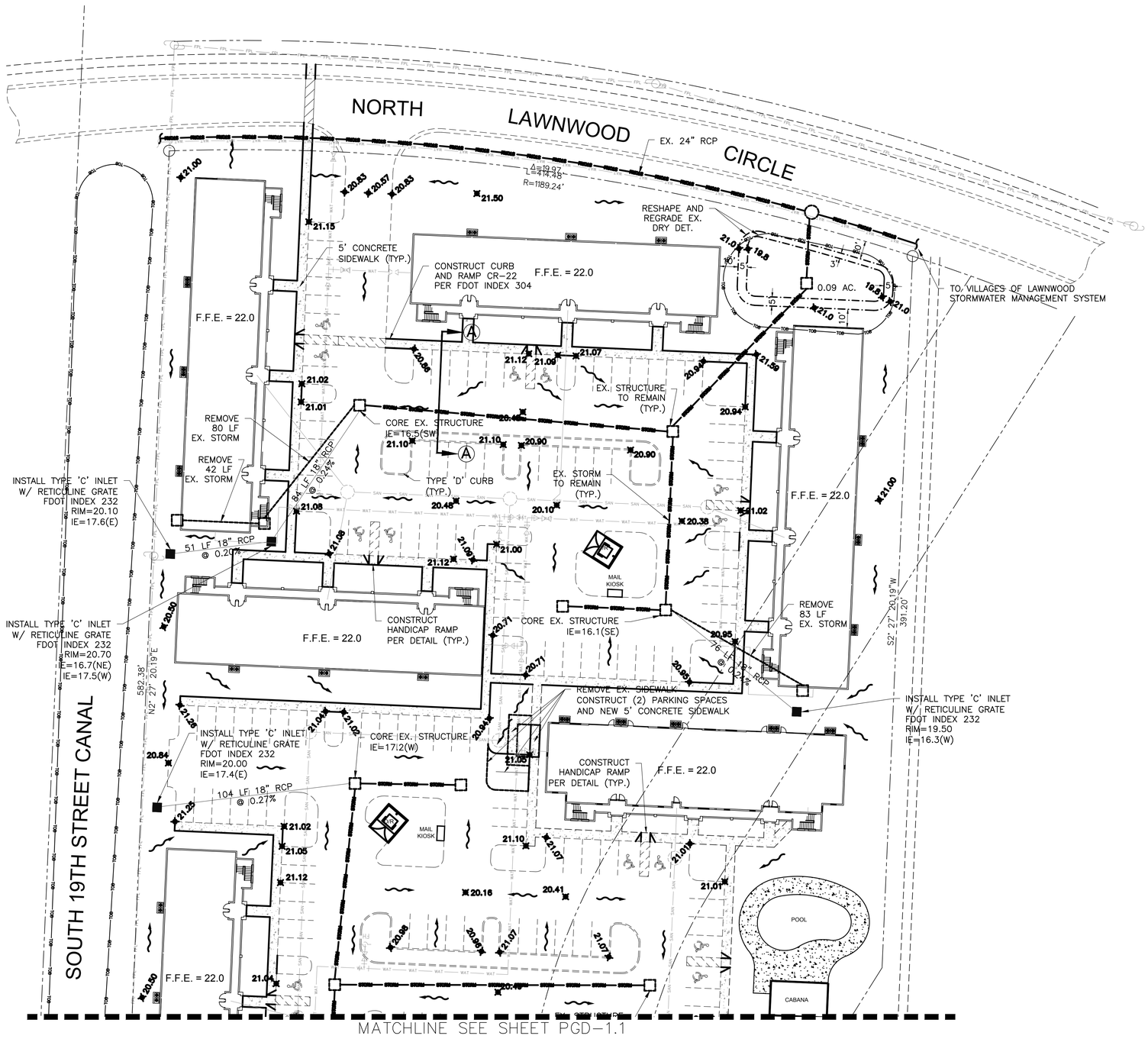
Delay, Queue Length, and Level of Service

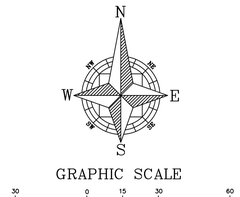
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	*L*	*L*		*LTR*			*LTR*	
v (veh/h)	*7*	*13*		*14*			*8*	
C (m) (veh/h)	*1479*	*1441*		*824*			*838*	
v/c	*0.00*	*0.01*		*0.02*			*0.01*	
95% queue length	*0.01*	*0.03*		*0.05*			*0.03*	
Control Delay (s/veh)	*7.4*	*7.5*		*9.4*			*9.3*	
LOS	*A*	*A*		*A*			*A*	
Approach Delay (s/veh)	--	--	*9.4*			*9.3*		
Approach LOS	--	--	*A*			*A*		

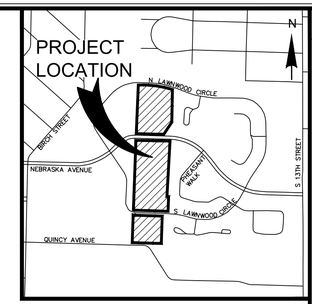
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Generated: 11/16/2015 4:07 PM







LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- WAT — EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- SAN — EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- XX LF X" RCP @ X.XX% — PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

NO.	DESCRIPTION	DATE	BY

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FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE PLAN

DRAWN:	DESIGNED:	CHECKED:	DATE:
BW		RW	3/15/2016

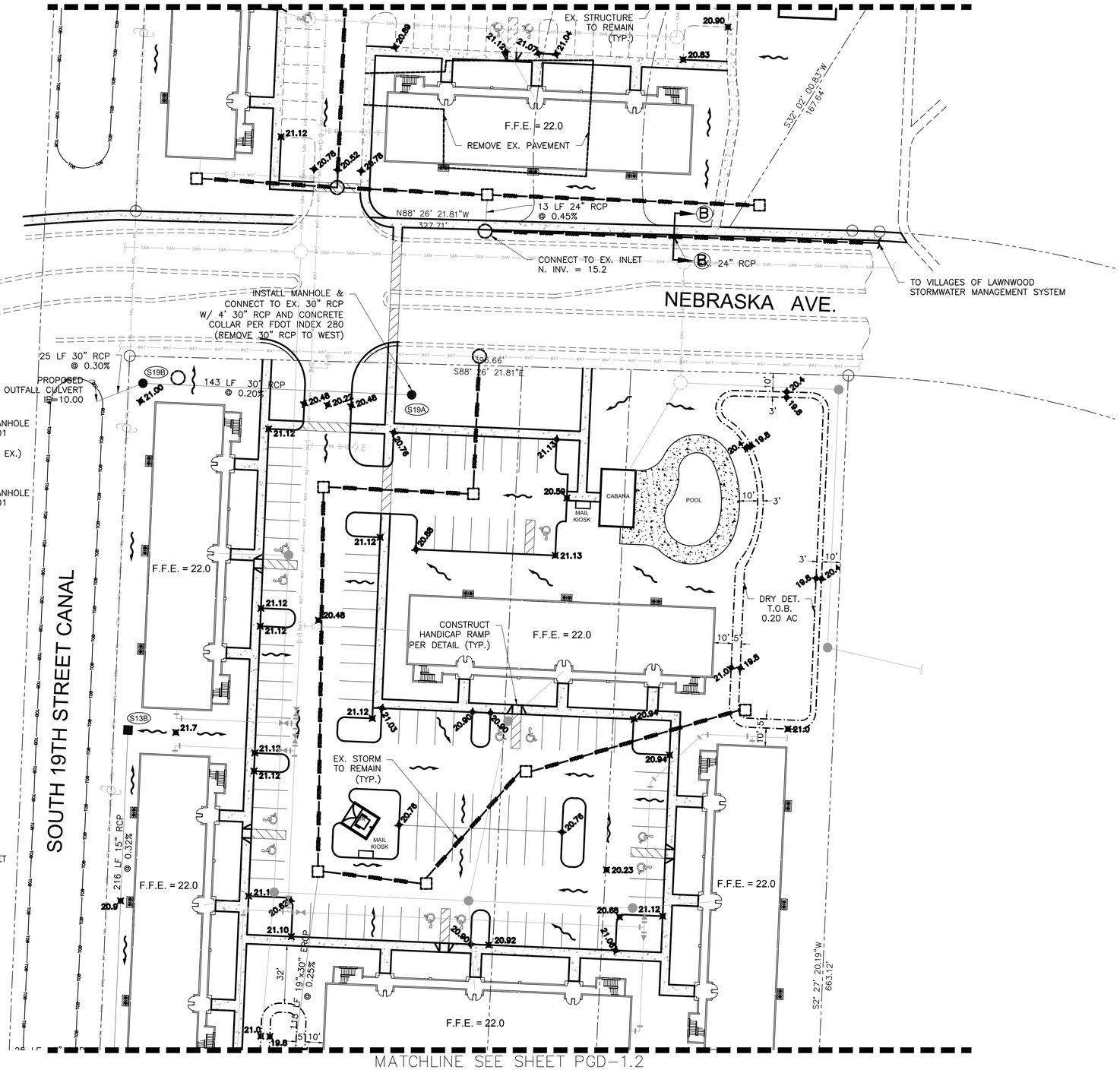
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1" = 30'	38890	PGD-1.0

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MATCHLINE SEE SHEET PGD-1.0

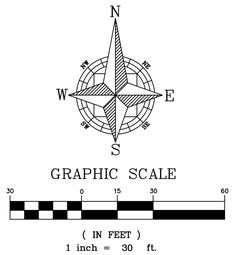


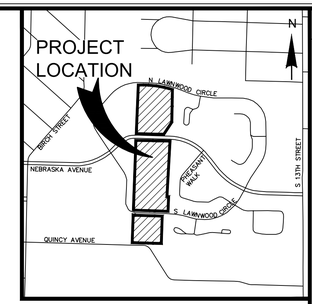
MATCHLINE SEE SHEET PGD-1.2

S19A
INSTALL TYPE J7-T MANHOLE
FDOT INDEX 200 & 201
RIM=20.80
IE=11.3±(CONNECT TO EX.)
IE=11.1(W)

S19B
INSTALL TYPE J7-T MANHOLE
FDOT INDEX 200 & 201
RIM=20.90
IE=10.1(E)
IE=10.1(W)

S13B
INSTALL TYPE 'C' INLET
FDOT INDEX 232
RIM=20.4
IE=18.2(S)





LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- XX LF X" RCP @ X.XX% — PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			
5			

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DRAWN:	DESIGNED:	CHECKED:	DATE:
BW		RW	3/15/2016

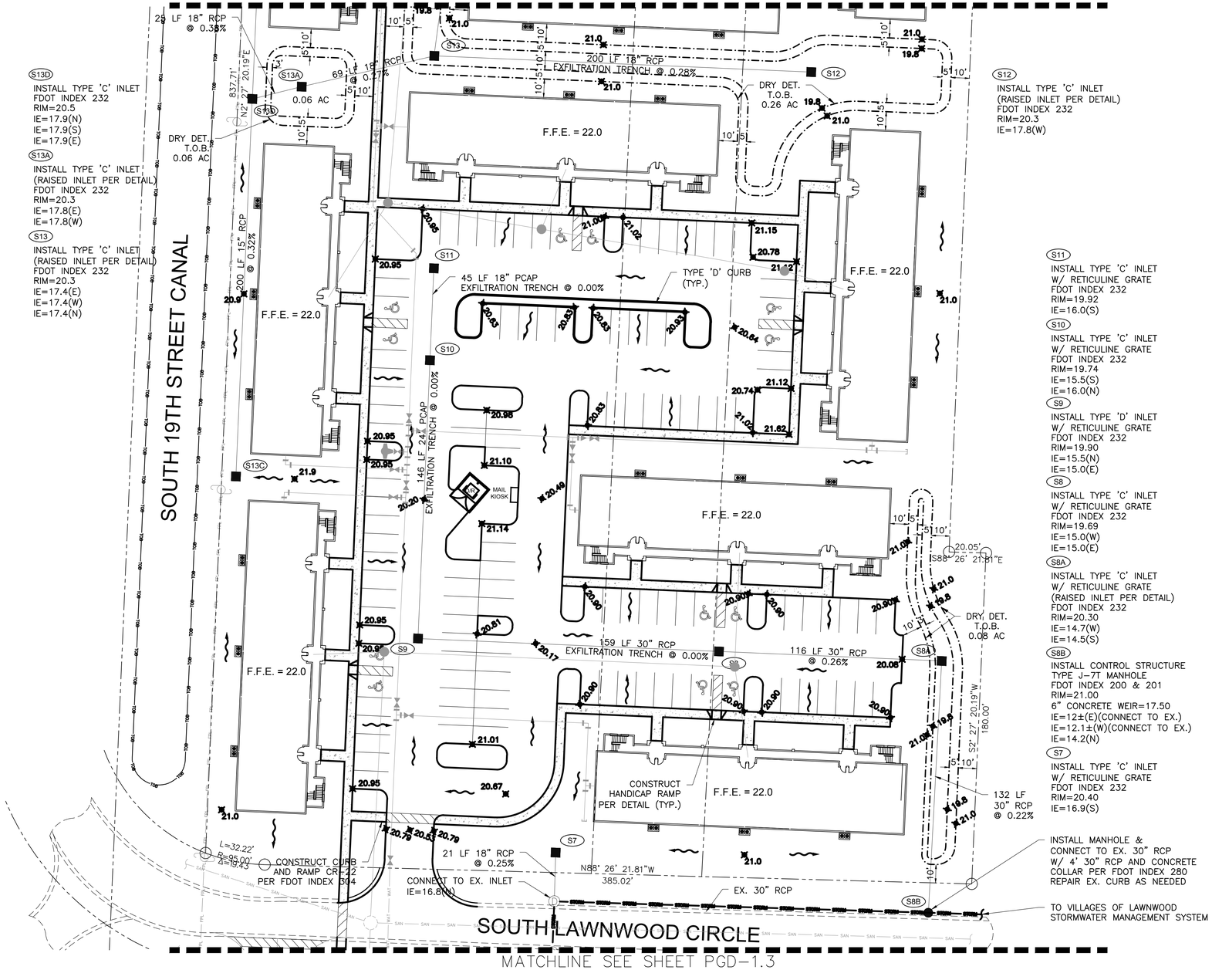
SCALE	PROJECT	SHEET
1" = 30'	38890	PGD-1.1

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MATCHLINE SEE SHEET PGD-1.1



MATCHLINE SEE SHEET PGD-1.3

S13D
INSTALL TYPE 'C' INLET
FDOT INDEX 232
RIM=20.5
IE=17.9(N)
IE=17.9(S)
IE=17.9(E)

S13A
INSTALL TYPE 'C' INLET
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.3
IE=17.8(E)
IE=17.8(W)

S13
INSTALL TYPE 'C' INLET
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.3
IE=17.4(E)
IE=17.4(W)
IE=17.4(N)

S12
INSTALL TYPE 'C' INLET
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.3
IE=17.8(W)

S11
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.92
IE=16.0(S)

S10
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.74
IE=15.5(S)
IE=16.0(N)

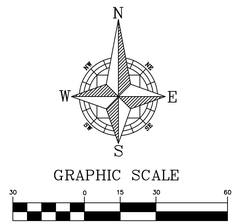
S9
INSTALL TYPE 'D' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.90
IE=15.5(N)
IE=15.0(E)

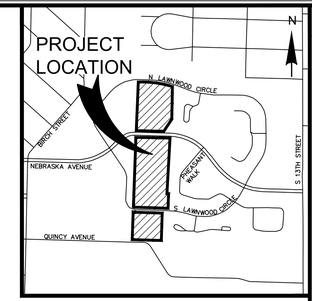
S8
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.69
IE=15.0(W)
IE=15.0(E)

S8A
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.30
IE=14.7(W)
IE=14.5(S)

S8B
INSTALL CONTROL STRUCTURE
TYPE J-7T MANHOLE
FDOT INDEX 200 & 201
RIM=21.00
6" CONCRETE WEIR=17.50
IE=12±(E)(CONNECT TO EX.)
IE=12.1±(W)(CONNECT TO EX.)
IE=14.2(N)

S7
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=20.40
IE=16.9(S)





LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- WAT — EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- SAN — EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- XX LF X" RCP @ X.XX% — PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

REV.	DATE	DESCRIPTION	BY

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PAVING, GRADING AND DRAINAGE PLAN

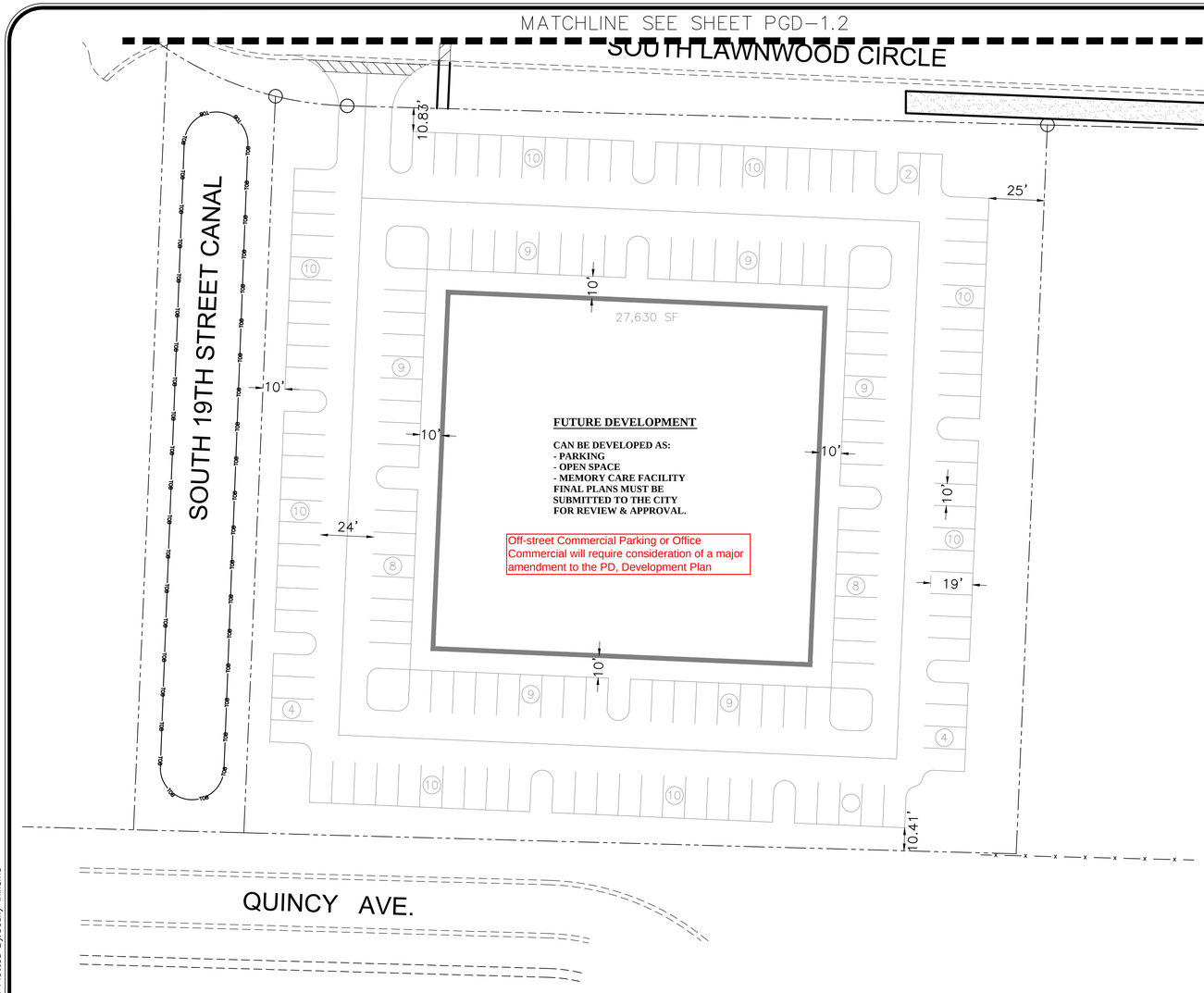
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BW		RW	3/15/2016

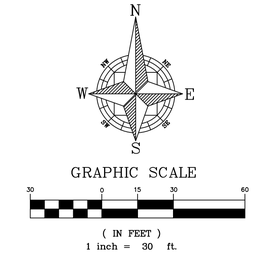
SCALE	PROJECT	SHEET
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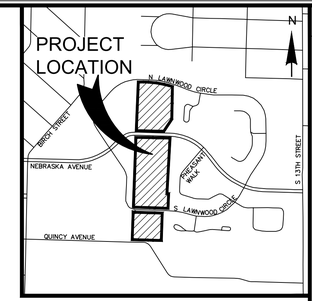
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LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- XX LF X" RCP / X.XXX — PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

REV.	DATE	DESCRIPTION	BY
1	3-16-16	ROSE PARCEL C	

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FORT PIERCE, FLORIDA

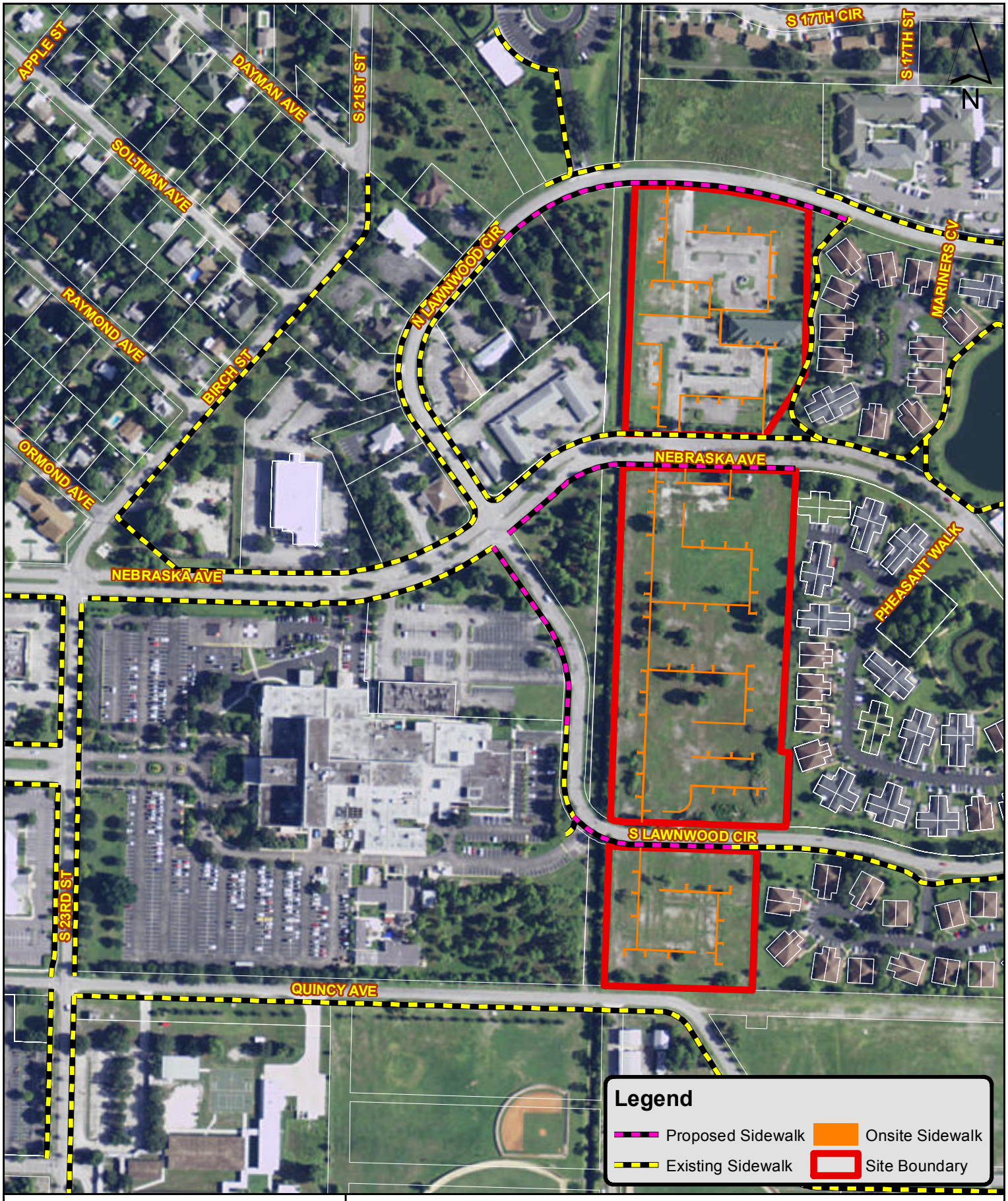
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DRAWN: BW	DESIGNED:	CHECKED: RW	DATE: 3/15/2016
SCALE: 1" = 30'	PROJECT: 38890	SHEET: PGD-1.3	

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FLORIDA ENGINEERING BUSINESS NO. 2966

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IBI

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2200 Park Central Boulevard N. Suite 100
Pompano Beach, FL 33064
tel 954 974 2200
fax 954 973 2686

Mayfair at Longwood
Sidewalk Map

City of Fort Pierce | St. Lucie County | Florida

Scale: 1" = 300'	By: cmp	Job# 38890	Date: 06/06/2016

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, SEPTEMBER 13, 2016 IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **John George**; **Marcia Baker**; **Brian Paul**; **Charles Hayek**; **Frank Creyaufmiller**; **Mike Dahan**; **Tim O'Connell**; **Robert Poitier**; **Eloise Cumings**; **Steve Weaver**; **Al Bernetti**; **Bob Burdge**, **Chairman**

Staff Present: **Jim Messer**, **City Attorney**
Rebecca Grohall, AICP, **Director**
Kori Benton, **Senior Planner**
Maria Lewicka, AICP, **Historic Preservation Planner**
Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

All members were present.

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

No alternate members were needed.

6. APPROVAL OF MINUTES

a. Minutes from the August 9, 2016 meeting.

Motion was made by John George, and seconded by Charles Hayek to approve the minutes from the August 9, 2016 meeting.

AYE: **Charles Hayek**, **Frank Creyaufmiller**, **Mike Dahan**, **Tim O'Connell**, **Robert Poitier**, **Eloise Cumings**, **John George**, **Marcia Baker**, **Brian Paul**, **Chairman Bob Burdge**

Passed

7. NEW BUSINESS

a. Waiver of Distance - Wood Fyah Bar & Grill - 2164 N US Hwy 1

Ms. Lewicka gave an overview of the Waiver of Distance application and answered questions from the Board. No one spoke for or against the application.

Motion was made by John George, and seconded by Marcia Baker to forward a recommendation to the City Commission for approval of the requested Waiver of Distance with the following condition:

The applicant provides a site lighting assessment to ensure the site lighting meets the minimum average of two (2) footcandles, as required by City Code, and upgrade the lighting if necessary, prior to release of the alcohol license;

AYE: **Marcia Baker**, **Brian Paul**, **Charles Hayek**, **Frank Creyaufmiller**, **Mike Dahan**, **Tim O'Connell**, **Robert Poitier**, **Eloise Cumings**, **John George**, **Chairman Bob Burdge**

Passed

b. Planned Development (PD) - Mayfair at Lawnwood - 1801 Nebraska Avenue

Motion was made by Frank Creyaufmiller, and seconded by John George to lift the item from the table.

AYE: **Frank Creyaufmiller, Mike Dahan, Tim O'Connell, Robert Poitier, Eloise Cumings, John George, Marcia Baker, Brian Paul, Charles Hayek, Chairman Bob Burdge**

Passed

Mr. Benton stated the item is back before the Board for consideration. Mr. Benton said since the Planning Board meeting in June, the applicant, Mr. Richard Wohlfarth, representing the owner, and the legal team for the Villages of Lawnwood, Ross, Earle, Bonan and Ensor met on August 24, 2016 to discuss drainage and the discussion points that staff noted.

Mr. Benton gave an overview of the project and answered questions from the Board regarding the density on the northern and middle section of the project.

Richard Wohlfarth, from the IBI Group, addressed the Boards concerns from the June 14, 2016 meeting and answered questions from the Board. Mr. Wohlfarth provided some updates pertaining to drainage, recreational business, density, buffers, as well as agreements in place between the Villages of Lawnwood Homeowners Association and Mayfair at Lawnwood for flowage, drainage easement and cost sharing.

David Earle, Attorney from Ross Earle Bonan & Ensor, P.A., and Villages of Lawnwood Ft. Pierce Homeowners Association representative, stated the key points of the meeting with Mr. Wohlfarth on August 24, 2016 were drainage, density and the legality of the agreements.

Mr. Earle stated he is not comfortable with the validity of the easement agreements since they were created for a specific purpose and that purpose has gone away. Mr. Earle also stated there is no agreement in place with the current applicant regarding a modification to allow rental housing with an agreement for contribution.

Mr. Earle voiced his concerns about the phasing of the development. He stated if the first part of the development was not successful, the amenities and buffering wall may not get built.

Mr. Earle spoke about his clients concerns with the excessive transition in density from 5-7 units per acre in the Villages of Longwood to 17 units per acre in Mayfair at Lawnwood. Mr. Earle stated the 17 units per acre is the practical density if you cut off the southern two acres for an Adult Congregate Living Facility, in which 223 units will be packed into less than 15.66 total acres.

Mr. Earle expounded on the residents fear of flooding, based on the drainage being operated on a 30 year old plan and a 30 year old conceptual permit and the floor elevation coming in at a foot higher than Villages of Lawnwood.

Debra Ross, Attorney with Ross Earle Bonan & Ensor, P.A., provided information on the 2012 draft litigation between the City of Fort Pierce and Ocean Bank, the property owner of Mayfair at Lawnwood. Ms. Ross stated that Ocean Bank filed suit against the City of Fort Pierce because the bank wanted to remove the Development Order condition that any development on that property had to be owner occupied. The 2005 Development Order called for owner occupied housing because that was the quid pro quo that was agreed upon between Villages of Lawnwood and Ocean Bank.

Ms. Ross stated at that time there were concerns about density, traffic, drainage, noise and lights and what was most important to the residences of the Villages of Lawnwood was to ensure it was a compatible type of community. Ms. Ross agreed with Ms. Bakers statement that the agreements were entered into based on the commitments from Mayfair at Lawnwood that the development would be compatible with the Villages of Lawnwood, owner occupied condos or units and where people would have a vested interest in the property.

Mr. Earle answered questions from the Board.

Fred Ebner, Michael Cahill and Karen Kelly, residences of the Villages of Lawnwood, spoke against the project.

Mr. Wohlfarth said he feels that the attorney from his company and Mr. Earle can work things out. Mr. Wohlfarth addressed the Board and the residences concerns regarding agreements, sidewalks, density, buffers, building elevation and leases. Mr. Wohlfarth stated that before the Certificate of Occupancy is given on the first building on the north parcel, the buffer will be in and the first amenity building will be built along with an office. Mr. Wohlfarth stated there is no market for condominiums on the property due to building cost.

Mr. Benton showed a plan from 1982 for the same property with 260 rental units. Mr. Benton stated the property is conceptualized as having 264 two-story structures.

Board discussion ensued.

Mr. Creyaufmiller, Mr. Dahan, Mr. O'Connell, Ms. Baker, Mr. George and Chairman Burdge had concerns with the project moving forward due to density and unhappy citizens.

Motion was made by Frank Creyaufmiller, and seconded by Robert Poitier to forward a recommendation of approval, as a Planned Development, Medium Density Residential area with a maximum density of 12 units per acre plus 2 bonus units per acre as provided in Code 22-72 of the City Code of Ordinances. The north parcel, 5.24 acres would be built out with 73.6 units, the middle parcel of 7.76 acres would be built out in 108.64 dwelling units of a total of 184 dwelling units on the 13 acre parcel and with the following

conditions:

1) The property owner and/or applicant secures the necessary authorization and/or easements to complete the proposed off-site sidewalk connections;

2) The development of the southern parcel as a forty (40) unit ACLF/Memory Care facility is subject to the review and approval of a design review application pursuant to City Code Section 22-59. - Design subject to consideration by the Planning Board and City Commission.

3) An agreement between the Villages of Lawnwood and Mayfair of Lawnwood concerning drainage and that consideration and agreement would need to be cast per South Florida Water Management and the Codes of the City of Fort Pierce.

AYE: **Charles Hayek, Frank Creyaufmiller, Mike Dahan, Robert Poitier, Eloise Cumings**

NAY: **Brian Paul, Tim O'Connell, John George, Marcia Baker, Chairman Bob Burdge**

Failed

Chairman Burdge asked Mr. Messer if he understood the motion made by Mr. Creyaufmiller regarding the density. Mr Messer stated he is not in the position to comment on the technical aspects of density and he would defer to the Planning staff. Mr. Messer expounded that the Board cannot alter the density requirements of the Land Development Code and as long as this has not been done then he is comfortable with the motion.

Mr. Benton stated that the reduced density bonus allowances are within the city code and the density bonus is being applied for the overall development.

Mr. Messer said the applicant has the opportunity to disagree with the Planning Board's recommendation and the City Commission has the ultimate authority to make there own recommendations or approval, if any is given.

Ms. Messer stated the only person or person(s) that is going to determine what if any agreements are in existence and valid will be a judge. Mr. Messer said he thinks the maker of the motion is saying the item goes forward contingent upon the South Florida Water Management District analysis and granting a permit.

Ms. Baker felt the original motion was confusing the issue and the density was being micromanaged.

Motion was made by Marcia Baker, and seconded by John George to deny the application.

AYE: **Frank Creyaufmiller, Mike Dahan, Tim O'Connell, Robert Poitier, Eloise Cumings, John George, Marcia Baker, Chairman Bob Burdge**

NAY: **Charles Hayek, Brian Paul**

Passed

Mr. Messer suggested that the record reflect any specific reason or reasons for the disapproval, so the City Commission will understand why the Planning Board did not approve the project.

Ms. Baker voiced the reason she opposed the application was because it is going before the City Commission and they need to make a clear cut decision based on the minutes, motions

made and the information that was produced.

Chairman Burdge stated the Planning Board recommended denial of the project and because the Planning Board has denied the project as presented, the City Commission will need 4 members to vote in favor of the project to overturn the denial. Chairman Burdge also stated that property owners within 500 feet will receive a letter to respond back to the City Commission with there feelings on the project.

8. BOARD COMMENTS

9. ADJOURNMENT

City Commission Regular Meeting **Agenda Item # 11. c.**

Meeting Date: 10/17/2016

Re: Ordinance 16-024 - Abandonment of Alleyway - Remaining portion between Atlantic Avenue and Orange Avenue - Totten Subdivision

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 16-024 - Abandonment of Alleyway being the remaining portion between Atlantic Avenue and Orange Avenue - Totten Subdivision. FIRST READING

SUMMARY:

•In accordance with City Code Section 17-1, Abandonment, narrowing, etc., of streets, the applicant, Rast Properties Inc., is requesting the City Commission of the City of Fort Pierce abandon a remaining portion alleyway lying in Totten Subdivision, as identified in Plat Book 5, Page 53, Public Records of St. Lucie County, Florida. •The subject right-of-way was dedicated the City of Fort Pierce via the plat of the Totten Subdivision in 1925. A portion of the alleyway was previously abandoned by the City of Fort Pierce. •The applicant has obtained and an appraisal of the remaining segment of the alleyway which returned a market value of $3,000. •The Planning Board, at their March 10th, 2015 meeting, voted unanimously to recommend approval of the request.

RECOMMENDATION:

- Approve the requested abandonment contingent upon payment of the appraised value, $3,000, for the subject right-of-way.

ALTERNATIVES:

- Approve the requested abandonment, waiving payment of the appraised value, $3,000, for the subject right-of-way.
- Deny the request.

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Potential payment of $3,000 for the subject alleyway, per the appraised value. Elimination of any future maintenance encumbrance.

Attachments

Staff Report

16-024
Application Transmittal Letter & Application Documents
Aerial & Plat Exhibit
Appraisal

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2016 12:12 PM

Form Started By: Kori Benton
Started On: 10/04/2016 05:30 PM
Final Approval Date: 10/11/2016

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Ordinance 16-024 - Abandonment of Alleyway
Remaining portion between Atlantic Avenue and Orange Avenue - Totten Subdivision
RAST Properties

DATE: October 10, 2016

STAFF REPORT

Owner(s) of Abutting Parcel(s):

Steven Tarr
Rast Properties Inc
4521 PGA Blvd #201
Palm Beach Gardens, FL 33418

Septentrion Market Inc
7407 Palomar St
Fort Pierce, FL 34947-0000

Applicant:

Steven Tarr
4521 PGA Blvd #201
Palm Beach Gardens, FL 33418

Requested Action: Abandonment of remaining section of Alleyway between Atlantic Avenue and Orange Avenue, within the Totten Subdivision

Location: Generally located between Atlantic Avenue and Orange Avenue, and west of South 7th Street

Abutting Parcel IDs: 2410-703-0008-000-9, 2410-703-0001-000-0, 2410-703-0001-000-0, 2410-703-0002-000-7

Surrounding Zoning:

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

Land Area of Subject ROW: Approximately 2,230 sq. ft. or .05 acres

Staff Analysis:

In accordance with City Code Section 17-1, Abandonment, narrowing, etc., of streets, the applicant, Rast Properties Inc., is requesting the City Commission of the City of Fort Pierce abandon a remaining portion alleyway lying in Totten Subdivision, as identified in Plat Book 5, Page 53, Public Records of St. Lucie County, Florida.

The subject right-of-way was dedicated the City of Fort Pierce via the plat of the Totten Subdivision in 1925. A portion of the alleyway was previously abandoned by the City of Fort Pierce. The remaining section previously provided rear access to two residential structures which have been recently demolished. The site is located within the C-3, General Commercial Zone, and along an arterial roadway; therefore the reestablishment of standalone residential structures is unlikely.

The request is based upon the applicant's acquisition of land abutting this extension of the subject alleyway, and concurrent preparation of a conceptual plan to expand the parking area of 701 Orange Avenue. The abandonment and acquisition of this section of right-of-way provides increased flexibility and a strategic opportunity to design the prospective parking expansion, and prospective infill development along Orange Avenue.

The applicant has obtained and an appraisal of the remaining segment of the alleyway which returned a market value of $3,000. The alleyway would be granted to the applicant; as the abutting property owner has waived acquisition of the small portion abutting Lot 11, of the Totten Subdivision.

Staff has noted that the Atlantic Avenue right-of-way abutting this site is thirty (30) feet in width, representing a deficiency in the guided street width. Future development action may require the acquisition of an easement, or right-of-way to alleviate the deficiency.

The Fort Piece Utilities Authority (FPUA) has provided approval of the proposed abandonment.

Technical Review Committee

All affected Departments have reviewed and approved the proposed Alleyway Abandonment.

Planning Board:

The Planning Board, at their March 10th, 2015 meeting, voted unanimously to recommend approval of the request.

Staff Recommendation:

Staff recommends the City Commission approve the requested abandonment contingent upon payment of the appraised value, $3,000, for the subject right-of-way.

ORDINANCE NO. 16-024

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ABANDONING A PORTION OF AN EXISTING ALLEYWAY, LYING ADJACENT AND SOUTH OF LOTS 1-3, OF THE TOTTEN SUBDIVISION WITHIN THE CITY OF FORT PIERCE, FLORIDA;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, pursuant the Charter and City Code of the City of Fort Pierce, has been requested to vacate and abandon a portion of an existing alleyway, lying adjacent and south of lots 1-3 of the Totten Subdivision within the City of Fort Pierce, Florida; and

WHEREAS, the City of Fort Pierce has a certain alleyway or thoroughfare as hereinafter described, which is not needed for alleyway, thoroughfare purposes, or for location and maintenance of any and all utilities by the City of Fort Pierce; and

WHEREAS, in consideration of the above, it is in the best interest of the general welfare of the City of Fort Pierce to vacate and abandon said alleyway;

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

SECTION 1. That the alleyway, more particularly described as follows, be and it is hereby vacated and abandoned upon payment of $3,000.00 by the applicant, Steven Tarr:

A PORTION OF AN EXISTING ALLEYWAY, LYING ADJACENT AND SOUTH OF LOTS 1-3, OF THE TOTTEN SUBDIVISION WITHIN THE CITY OF FORT PIERCE, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 53 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT PERMANENT REFERENCE MONUMENT AND POINT OF COMMENCEMENT (p.o.c.); NORTHEAST CORNER OF LOT 5 AND THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF ORANGE AVENUE (50’ WIDE RIGHT OF WAY) STATE ROAD 68 ALONG WITH THE WEST RIGHT OF WAY OF 7th STREET AS RECORDED IN PLAT BOOK 5, PAGE 53 OF THE CLERK OF COURTS IN SAINT LUCIE COUNTY, FLORIDA; THENCE S00° 24' 54"E A DISTANCE OF 185.01 FEET; THENCE N89° 54'54"W A DISTANCE OF 287.01 FEET TO THE POINT OF BEGINNING (p.o.b.); THENCE N00° 24'54"W A DISTANCE 75.00 FEET; THENCE S89° 54'34"E A DISTANCE OF 137.03 FEET; THENCE N00° 34'04"W A DISTANCE OF 10.01 FEET; THENCE S89° 54'54"E A DISTANCE OF 148.14 FEET MORE OR LESS; THENCE S00° 15'06"W A DISTANCE OF 85.00 FEET; THENCE S89° 54'54"E A DISTANCE OF 12.14 FEET MORE OR LESS; TO A POINT OF BEGINNING (p.o.b.),
SAID PARCEL CONTAINING 2241.81 SQUARE FEET MORE OR LESS.

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

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall no further force of effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 16-024 was duly advertised by title only in the St. Lucie News Tribune on October 6, 2016; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on October 17, 2016; and was duly introduced, read by title only, and passed on second and final reading on November 7, 2016, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 7thth day of November, 2016.

_____
Linda Hudson,
Mayor Commissioner

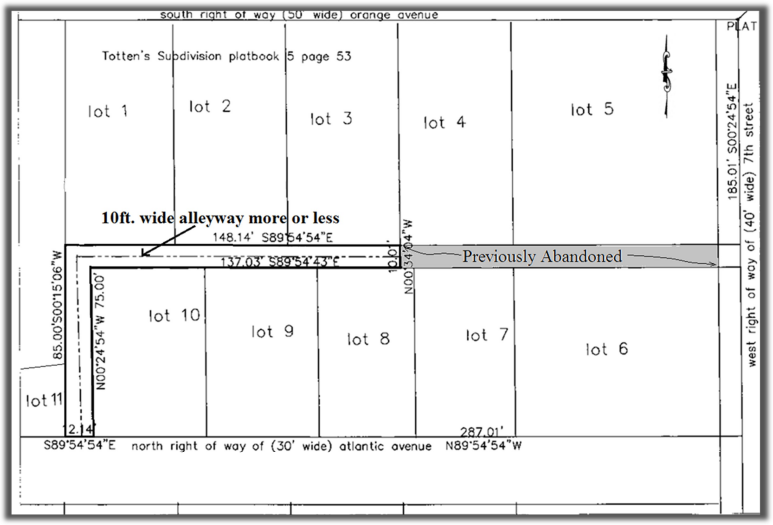
ATTEST:

_____
Linda W. Cox,
City Clerk

(City Seal)

Exhibit A

Right-of-way for Abandonment



Legal Description:

A PORTION OF AN EXISTING ALLEYWAY, LYING ADJACENT AND SOUTH OF LOTS 1-3, OF THE TOTTEN SUBDIVISION WITHIN THE CITY OF FORT PIERCE, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 53 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT PERMANENT REFERENCE MONUMENT AND POINT OF COMMENCEMENT (p.o.c.); NORTHEAST CORNER OF LOT 5 AND THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF ORANGE AVENUE (STATE ROAD 68) ALONG WITH THE WEST RIGHT OF WAY OF 7th STREET AS RECORDED IN PLAT BOOK 5, PAGE 53 OF THE CLERK OF COURTS IN SAINT LUCIE COUNTY, FLORIDA; THENCE S00° 24' 54"E A DISTANCE OF 185.01 FEET; THENCE N89° 54'54"W A DISTANCE OF 287.01 FEET TO THE POINT OF BEGINNING (p.o.b.); THENCE N00° 24'54"W A DISTANCE 75.00 FEET; THENCE S89° 54'34"E A DISTANCE OF 137.03 FEET; THENCE N00° 34'04"W A DISTANCE OF 10.01 FEET; THENCE S89° 54'54"E A DISTANCE OF 148.14 FEET MORE OR LESS; THENCE S00° 15'06"W A DISTANCE OF 85.00 FEET; THENCE S89° 54'54"E A DISTANCE OF 12.14 FEET MORE OR LESS; TO A POINT OF BEGINNING (p.o.b.),

SAID PARCEL CONTAINING 2241.81 SQUARE FEET MORE OR LESS.

RAST Properties, Inc.

c/o S. A. Tarr
4521 PGA Blvd., Suite 201, Palm Beach Gardens, FL 33418
Phone: (561) 622-3386 Fax: (561) 622-3945
hovenre@gmail.com

To: Kori Benton, City of Fort Pierce
From: Steve Tarr, RAST Properties, Inc., President
Date: October 10, 2016
Re: Abandonment of Alley at 702 Atlantic Ave. – Updated Letter for File

Please make this updated letter a part of the public record regarding our request for the abandonment of the above referenced alley. Also, we would like to address three important issues:

1) Upon examination of the appraisal, it is important to realize that the subject land actually has nominal value (see page 7 of the appraisal). The only reason there is a value of $3,000.00 is due to the appraiser's assumption to use the 'Across the Fence' method.

2) The attached Site Plan illustrates that the abandonment is not required, but more of a convenience to further the redevelopment of the site and eliminate the necessity for the City to maintain the parcel..

3) Should the Commission decide to require the payment of $3,000.00, this Abandonment Application shall be deemed null and void. At that time, we request that the Public Works Department commence with maintenance of the parcel, as well as, reimburse the applicant for past maintenance (estimated at 24 months at $150.00 per month = $3,600.00).

For these reasons, I believe the fair approach allows the abandonment in exchange for the $15,100.00 that we have already expended (survey, demolition of dilapidated structures, maintenance, appraisal, and application fee). Any additional amount requested by the City would just detract from further improvement costs necessary to improve the site.

Thank you for your time and consideration.

Orange Ave

Mixed Use
Commercial

Outdoor Seating
Entertainment

Rehab Existing 8500 SF buildings

demolish
2 story res

15'

19'

5'

12'

12'

40'

Rehab existing Parking

City Alley

Construct
Parking

64'

demolish
1 story res

45'

64'

7th Street

John M. Foster - Architect
Fort Pierce, FL

CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

Abandonment

Property address or Location 702 ATLANTIC AVE

Parcel ID #(s) 2410-703-0008-000/9

Project description Alley located west and north of 702 Atlantic Ave.

RAST Properties, Inc.
Property Owner(s)

4521 PGA Blvd #201
Street Address

Palm Beach Gardens, FL 33418
City State Zip

561-622-3386
Phone Number

hovense@gmail.com
Email Address

Steven TARR, Pres.
Applicant/Representative, Title, Company

SAME
Street Address

City State Zip

Phone Number

Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY Palm Beach

The foregoing instrument was acknowledged before me this 20 day of Jan, 2015, by Steven Tarr who is personally known to me or has produced FL DL as identification.

Signature of Notary

NANCY L. ALLEN
Notary Public, State of Florida
Commission# EE 62964
My comm. expires Feb. 9, 2015

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

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

ABANDONMENT

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

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

Application Type:

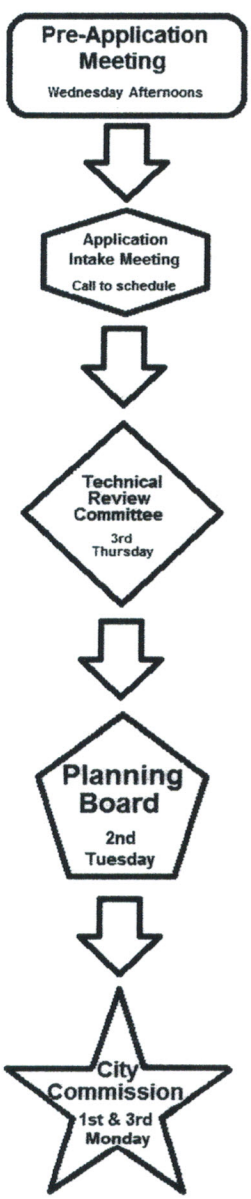
❑ Easement Abandonment ☑ Right-of-Way Abandonment

Reason for Abandonment Request: NOT NEEDED ANY MORE.

List any utilities visible or known to exist in the right of way/easement: NONE

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

Application Outlook



CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

RECEIVED
JUL 14 2016
CITY OF FORT PIERCE
PLANNING & ZONING

Abandonment

Property address or Location ATLANTIC AVE

Parcel ID #(s) 2410-703-0011-000-3

Project description Alleyway Abandonment

Septentrion Market Inc	
Property Owner(s)	**Applicant/Representative, Title, Company**
7407 Palomar St	
Street Address	Street Address
Fort Pierce, FL 34947	
City State Zip	City State Zip
Phone Number	Phone Number
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Joseph Tony Morris
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 27th day of Nov., 2015, by Mr. Joseph T. Morris who is personally known to me or has produced _____ as identification.

Signature of Notary (seal)

RONALD GILBERT
Notary Public - State of Florida
My Comm. Expires Mar 27, 2016
Commission # EE 155531
Bonded Through National Notary Assn.

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

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Intake Date Stamp

ABANDONMENT

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

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

Application Type:

☐ Easement Abandonment ☒ Right-of-Way Abandonment

Reason for Abandonment Request: Alleyway remains unused

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

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

Application Outlook



RAST Properties, Inc.
c/o S. A. Tarr
4521 PGA Blvd., Suite 201, Palm Beach Gardens, FL 33418
Phone: (561) 622-3386 Fax: (561) 622-3945

To:	City of Fort Pierce
From:	Steve Tarr, RAST Properties, Inc., President
Date:	January 21, 2015
Re:	Abandonment of Alley at 702 Atlantic Ave.

Enclosed please find an application package, with exhibits, respectfully requesting the abandonment of the above referenced alley. I would like to address two key issues:

1) Upon examination of the appraisal, it is important to realize that the subject land actually has nominal value (see page 7 of the appraisal). The only reason there is a value of $3,000.00 is due to the appraiser's assumption to use the 'Across the Fence' method.

And,

2) The enclosed Site Plan illustrates that the abandonment is not required, but more of a convenience to further the redevelopment of the site.

For these reasons, I believe the fair approach allows the abandonment in exchange for the costs (survey, appraiser, application fee, etc.) that I have already had to expend. Any additional amount requested by the City would just detract from further improvement costs necessary to improve the site.

Thank you for your time and consideration.

Steve Tarr

Site Address:	717 Orange Av
Parcel ID:	2410-703-0001-000-0
Sec/Town/Range:	10/35S/40E
Account #:	23535
Map ID:	24/10S
Use Type:	Vac Comm
Zoning:	C3
City/County:	Fort Pierce

Ownership

Rast Properties Inc

4521 PGA Blvd #201
Palm Beach Gardens, FL 33418

Total Areas

Land Size (acres):	0.17
Land Size (SF):	7,475

Legal Description

PLAT OF TOTTEN`S S/D LOT 1 AND W 37 FT OF LOT 10 (MAP 24/10E)
(OR 3679-767)

Current Values

Just/Market Value:	$16,900
Assessed Value:	$16,900
Exemptions:	$0
Taxable Value:	$16,900

Taxes for this parcel: SLC Tax Collector's Office

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

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Site Address:	715 Orange Av
Parcel ID:	2410-703-0002-000-7
Sec/Town/Range:	10/35S/40E
Account #:	23536
Map ID:	24/10S
Use Type:	M-F < 10U
Zoning:	C3
City/County:	Fort Pierce

Ownership

Rast Properties Inc

4521 PGA Blvd #201
Palm Beach Gardens, FL 33418

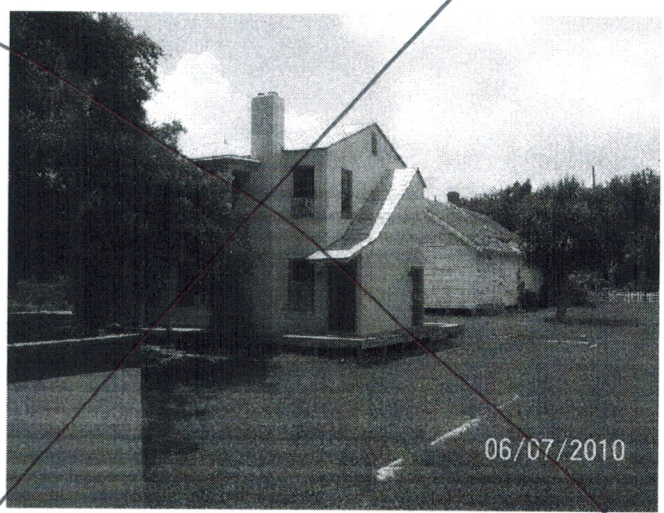
Legal Description

PLAT OF TOTTEN`S S/D LOTS 2 AND 3 (MAP 24/10E) (OR 3679-767)

Current Values

Just/Market Value:	$55,400
Assessed Value:	$55,400
Exemptions:	$0
Taxable Value:	$55,400

Taxes for this parcel: SLC Tax Collector's Office



Total Areas

Finished/Under Air (SF):	~~1,172~~
Land Size (acres):	0.23
Land Size (SF):	10,000

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

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Site Address:	702 Atlantic Ave
Parcel ID:	2410-703-0008-000-9
Sec/Town/Range:	10/35S/40E
Account #:	23539
Map ID:	24/10S
Use Type:	~~SF Res~~
Zoning:	C3
City/County:	Fort Pierce

Ownership

Rast Properties Inc

4521 PGA Blvd #201
Palm Beach Gardens, FL 33418

Legal Description

PLAT OF TOTTEN`S S/D W 21 FT OF LOT 8, ALL LOT 9 AND LOT 10- LESS W 37 FT- (MAP 24/10E) (OR 3679-767)

Current Values

Just/Market Value:	$28,600
Assessed Value:	$28,600
Exemptions:	$0
Taxable Value:	$28,600

Taxes for this parcel: SLC Tax Collector's Office



Total Areas

Finished/Under Air (SF):	~~3,246~~
Land Size (acres):	0.14
Land Size (SF):	6,300

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

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Site Address:	701 Orange Av
Parcel ID:	2410-703-0004-000-1
Sec/Town/Range:	10/35S/40E
Account #:	23537
Map ID:	24/10S
Use Type:	STOR-1STR
Zoning:	C3
City/County:	Fort Pierce

Ownership

Bunwin Inc

4521 PGA Blvd Suite 201
Palm Beach Gardens, FL 33418

Legal Description

PLAT OF TOTTEN`S S/D LOTS 4 AND 5 AND N 5 FT OF VAC ALLEY ADJ ON S AND LOTS 6 AND 7 AND E 22 FT OF LOT 8 AND S 5 FT OF VAC ALLEY ADJ ON N OF LOTS 6 AND 7AND E 6 FT OF LOT 8 (MAP 24/10E) (0.67 AC) (OR 3418-1728)

Current Values

Just/Market Value:	$129,500
Assessed Value:	$129,500
Exemptions:	$0
Taxable Value:	$129,500

Taxes for this parcel: SLC Tax Collector's Office



Total Areas

Finished/Under Air (SF):	8,345
Land Size (acres):	0.66
Land Size (SF):	28,950

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

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ATTORNEYS' TITLE FUND SERVICES, LLC
Treasure Coast Branch
590 NW Peacock Boulevard, Suite 12
St. Lucie West, FL 34986
(772) 879-1770
Fax: (866) 303-4708

Warren & Grant P.A.
4440 PGA Boulevard
Suite 200
Palm Beach Gardens, FL 33410

Date: September 30, 2014
Fund File Number: 24-2014-105950A1
County: St. Lucie
Reference:

Dear Wanda*:*

We have examined title to the property described in Schedule A attached and prepared these schedules to be used exclusively for the purpose of issuing a commitment or policy of title insurance underwritten by Old Republic National Title Insurance Company.

Please review the schedules before signing and inserting in a Commitment cover. As an Agent you must:

A. ***Add additional requirements and/or exceptions to Schedule B that you find necessary from your analysis of the present transactions.***

B. ***Evaluate Schedule A and B and issue endorsements as may be appropriate, deleting or modifying the Schedules.***

Our examination of title reflects only those matters recorded in the Official Records Books. You are responsible for such other off-record examinations and checks as you may find necessary pursuant to underwriting procedures. In addition, you are responsible for checking for any unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance., if applicable. When the interest you are insuring is a personal property interest (such as a mortgage, a leasehold or cooperative interest), a federal tax lien search of the Secretary of State's records may be required. See Fund Title Note 30.02.08.

Where the amount of insurance is under $3 million, a 20-year judgment and lien search was not performed on the proposed insured purchaser if a mortgage is not associated with the purchase or if the mortgage appears to be 100% purchase money in nature.

The Fund appreciates this opportunity to be of service. Please contact us if you have any questions.

Sincerely,

Attorneys' Title Fund Services, LLC
Nancy Ball, Senior Examiner
1-800-344-6645, Ext 6506

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Schedule A

Fund File Number: 24-2014-105950A1 Effective Date:	Agent's File Reference:	Premium:
September 18, 2014 @ 11:00 PM	1913.0044	$ 373.75

1. Policy or Policies to be issued: — Proposed Amount of Insurance:

   OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications) — **$65,000.00**

   Proposed Insured: **Rast Properties, Inc., a Florida corporation**

   MORTGAGEE:

   MORTGAGEE:

2. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE.

3. Title to the FEE SIMPLE estate or interest in the Land is at the Effective Date vested in:

   M. Porro Investments, LLC, a Florida limited liability company, as to Parcel 1, 2, and 3; Francis X. Wilson, Trustee of the Land Trust Agreement u/a/d 11/11/94, Trust Number 1001, as to Parcel 1 and 2

4. The Land referred to in this Commitment is described as follows:

   Parcel 1: Lot 1 and the West 37 feet of Lot 10, Tooten's Subdivision, according to the Plat thereof, recorded in Plat Book 5, Page 53, Public Records of St. Lucie County, Florida.

   Parcel 2: Lots 2 and 3, Tooten's Subdivision, according to the Plat thereof, recorded in Plat Book 5, Page 53, Public Records of St. Lucie County, Florida.

   Parcel 3: The West 21 feet of Lot 8 and all of Lots 9 and 10, less and except the West 37 feet of Lot 10, Tooten's Subdivision, according to the Plat thereof, recorded in Plat Book 5, Page 53, Public Records of St. Lucie County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
400 Second Avenue South, Minneapolis, MN 55401, (612) 371-1111

Issuing Agent:

Warren & Grant P.A.
4440 PGA Boulevard
Suite 200
Palm Beach Gardens, FL 33410

Agent No.: **1374601**

Agent's Signature

Warren & Grant P.A.

Form CF6-SCH.-A (rev. 12/10) (With Florida Modifications)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Schedule B-I

Fund File Number:
24-2014-105950A1

Agent's File Reference:

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:

   A. Warranty Deed from M. Porro Investments, LLC, a Florida limited liability company, as to Parcel 1, 2, and 3 and Francis X. Wilson, individually and as Trustee of the Land Trust Agreement u/a/d 11/11/94, Trust Number 1001, joined by spouse, if married, or non-homestead recital, as to Parcel 1 and 2 to the proposed insured purchaser(s).

3. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
4. If closing does not occur within six weeks of the effective date of this product, the member must confirm the continued good standing of any buyer, seller, or mortgagor which is not a natural person.
5. Review certified copy of Articles of Organization and amendments thereto, if any, to verify who may sign for the company as well as procedures to authorize such signatory. Further requirements may be necessary upon review thereof.
6. A determination should be made that the member executing the Warranty Deed is not a debtor in bankruptcy and has not been a debtor in bankruptcy since becoming a member of the limited liability company. If the LLC is a sole member LLC, then a determination should be made there are no creditors who have acquired or are attempting to acquire control of the LLC by executing on or attaching or seizing the member's interest in the LLC. These determinations may be made by an affidavit of the member executing the instruments to be insured.
7. Review of a true and correct copy of regulations or operating agreement to verify who may sign for the company as well as procedures to authorize such signatory. Further requirements may be necessary upon review thereof. If the regulations or operating agreement is not produced, then all of the members of the limited liability company, or a majority of the members if the number of members is substantial, must execute an affidavit consenting to the transaction. The affidavit shall establish the names of all the current members of the limited liability company.
8. A determination should be made that the limited liability company is not one of a family or group of entities. If it is, then it should be determined that none of the other entities in this family or group of entities is a debtor in bankruptcy. The determination may be made by an affidavit of the manager or managing member of the limited liability company. In the event that one or more of the other entities is a debtor in bankruptcy, Fund underwriting counsel must approve the transaction before title is insured.
9. If applicable, recordation and review of a certified copy of the amendment to the operating agreement, in accordance with Sec. 605.1108(1)(b), F.S.
10. If applicable, recordation and review of a certified copy of the statement of authority in accordance with Sec. 605.0302, F.S.
11. A determination must be made that there are no parties in possession of the subject property.
12. If applicable, determination should be made that the person executing the deed or mortgage has not become dissociated pursuant to Sec. 605.0302(11), F.S. (by filing a statement of dissociation), Secs. 605.0601, or 605.0602, F.S., nor has that person wrongfully caused dissolution of the company. These determinations may be made by an affidavit of the person executing the instruments to be insured.
13. Review of the complete trust agreement of the trust known as the Land Trust Agreement u/a/d 11/11/94, Trust Number 1001 and all amendments thereto to determine that the proposed transaction is authorized under the terms of the trust. Said trust agreement, and amendments, shall be attached to an affidavit confirming that it is a full and complete copy of the trust and amendments, and recorded or kept in Title Agent's file. Further requirements may be

necessary upon review of the trust. If the full trust agreement and amendments, if any, are recorded as an exhibit to an affidavit from the trustee or attorney for the trust, the affidavit shall confirm that such trust agreement is in full force and effect. If the full trust agreement and amendments, if any, are not recorded, then record affidavit from trustee or attorney for the trust stating at least the following: (1) name of the trustee(s) or successor trustee(s) (2) legal description of the trust property (3) an affirmative statement that the trustee(s) or successor trustee(s) has the full power and authority to do the required act, (4) that nothing in the trust documents prohibits or restricts the trustee(s) or successor trustee(s) from doing the required act, and (5) that the trust has been in full force and effect during the period of ownership of the real property to be insured. As to (1) above, attach excerpts of the pertinent pages from the trust documents showing the appointment and identity of the trustee(s) or successor trustee(s) as exhibits; and if the successor trustee(s) acts, that the successor trustee(s) is appointed due to circumstances described in attached excerpts of the trust and further evidenced by the supporting documents attached as exhibits. As to (3) above, attach the pertinent pages of the trust describing such authority as exhibits.

14. INTENTIONALLY MOVED TO SCHEDULE B-II EXCEPTIONS AS ITEM #8. (taken subject to lien).
15. INTENTIONALLY MOVED TO SCHEDULE B-II EXCEPTIONS AS ITEM #9. (taken subject to fine).
16. Proof of redemption of Tax Sale Certificate No. 2524 for taxes for the year 2013 must be furnished.

II. Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.

2. a. General or special taxes and assessments required to be paid in the year 2014, and subsequent years.

   b. Rights or claims of parties in possession not recorded in the Public Records.

   c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.

   d. Easements, or claims of easements, not recorded in the Public Records.

   e. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.

3. Any Owner Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*

4. Rights of the lessees under unrecorded leases.

5. All matters contained on the Plat of Tooten's Subdivision, according to the Plat thereof, recorded in Plat Book 5, Page 53, Public Records of St. Lucie County, Florida..

6. Right of Way Easement recorded in Deed Book 74, Page 233, Public Records of St. Lucie County, Florida.

7. Easement Deed recorded in O.R. Book 1928, Page 1455, Public Records of St. Lucie County, Florida.

8. Satisfaction of Code Enforcement Board Lien recorded in O.R. Book 3623, Page 1471 and O. R. Book 3552, Page 1859, Public Records of St. Lucie County, Florida.

9. Release of any fine relating to Affidavit by Code Enforcement Board recorded in O.R. Book 1017, Page 1755, Public Records of St. Lucie County, Florida.

Saint Lucie County, Florida
Office of the Property Appraiser

Ken Pruitt
Property Appraiser

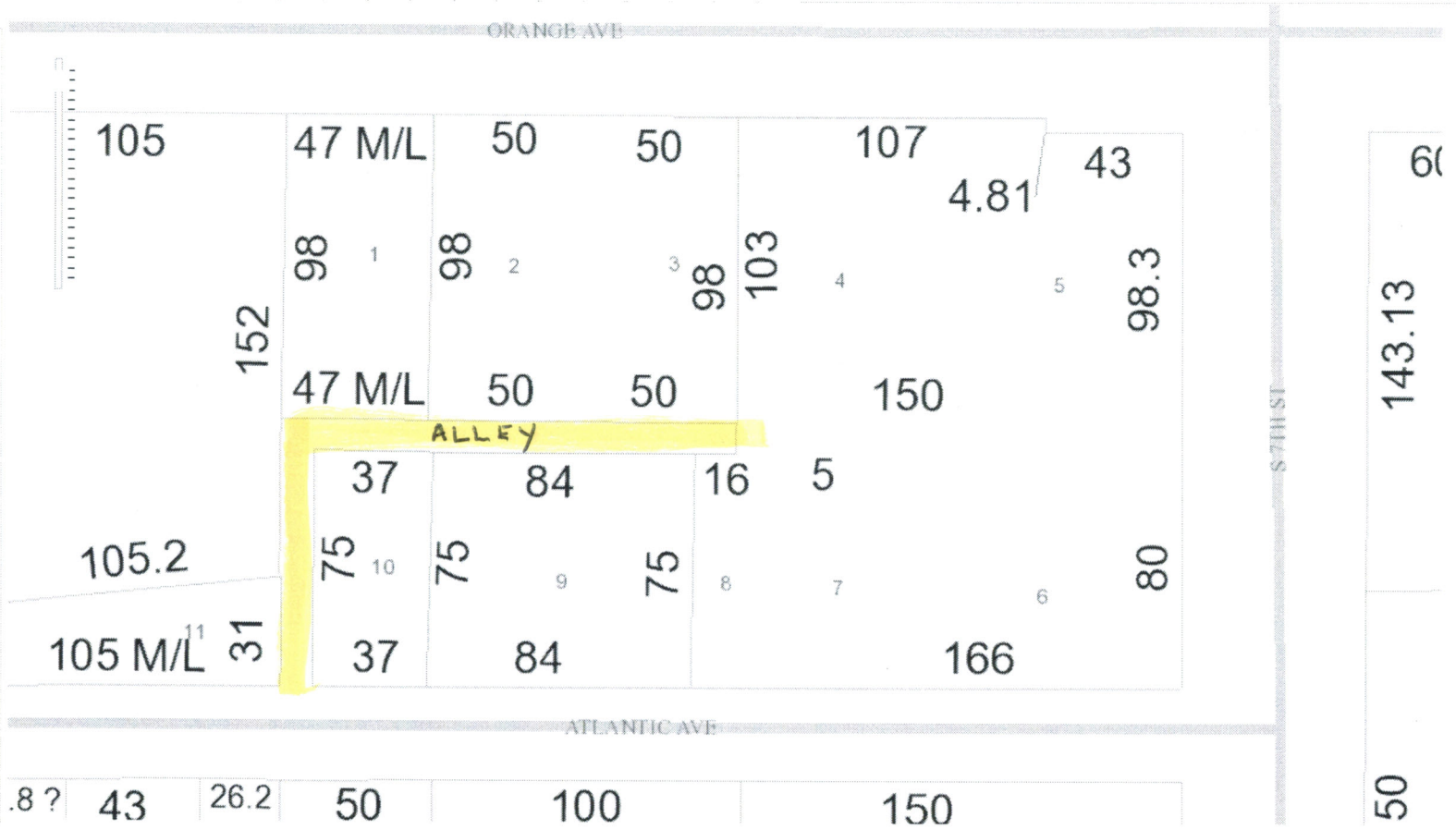
Home Feedback Map Help FAQ

Criteria Results

Search Property Records

Real Estate

Owner Name



Saint Lucie County, Florida Office of the Property Appraiser

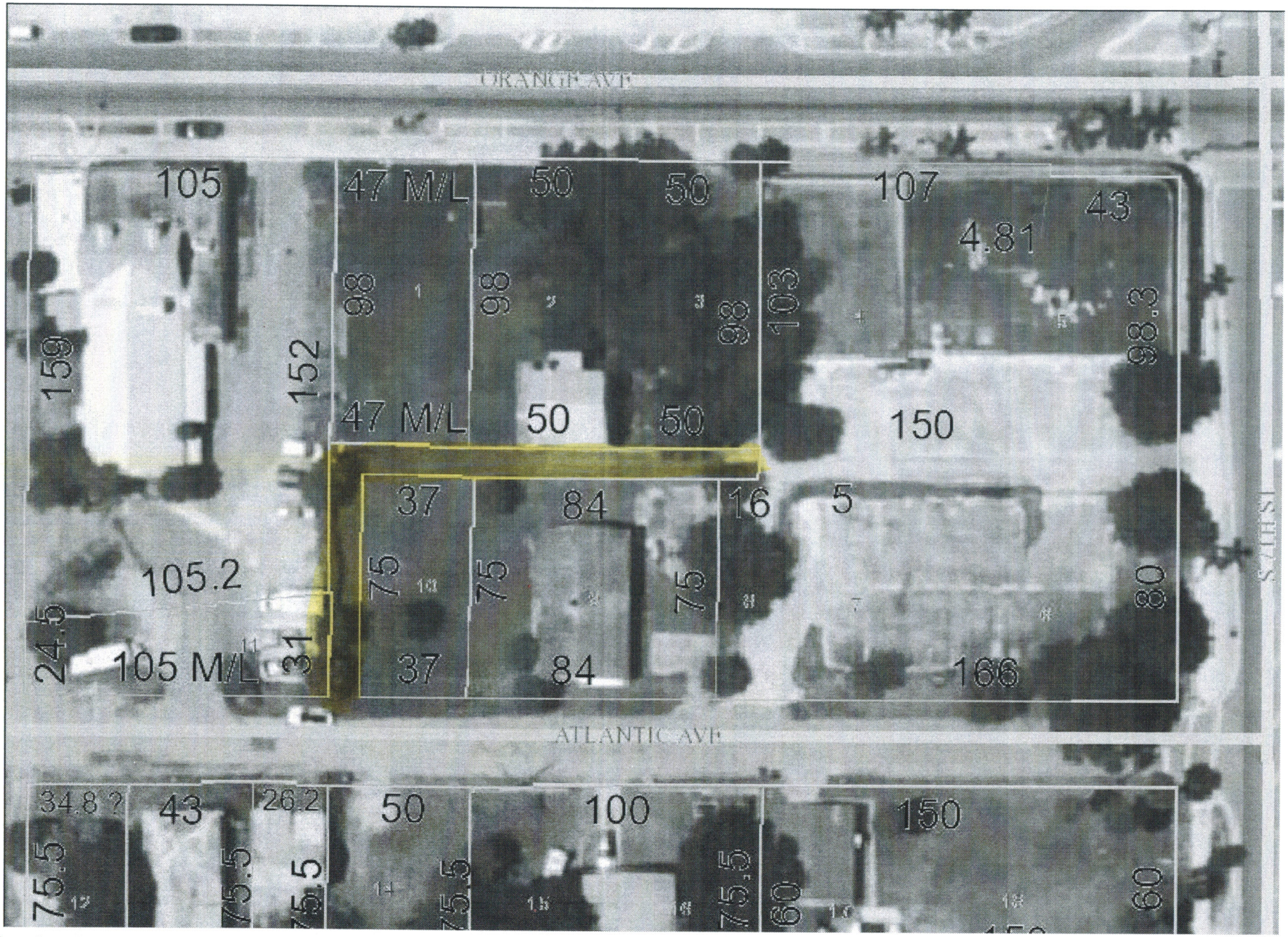


EXHIBIT "B" sketch of description; proposed 10' wide alleyway more or less; abandonment

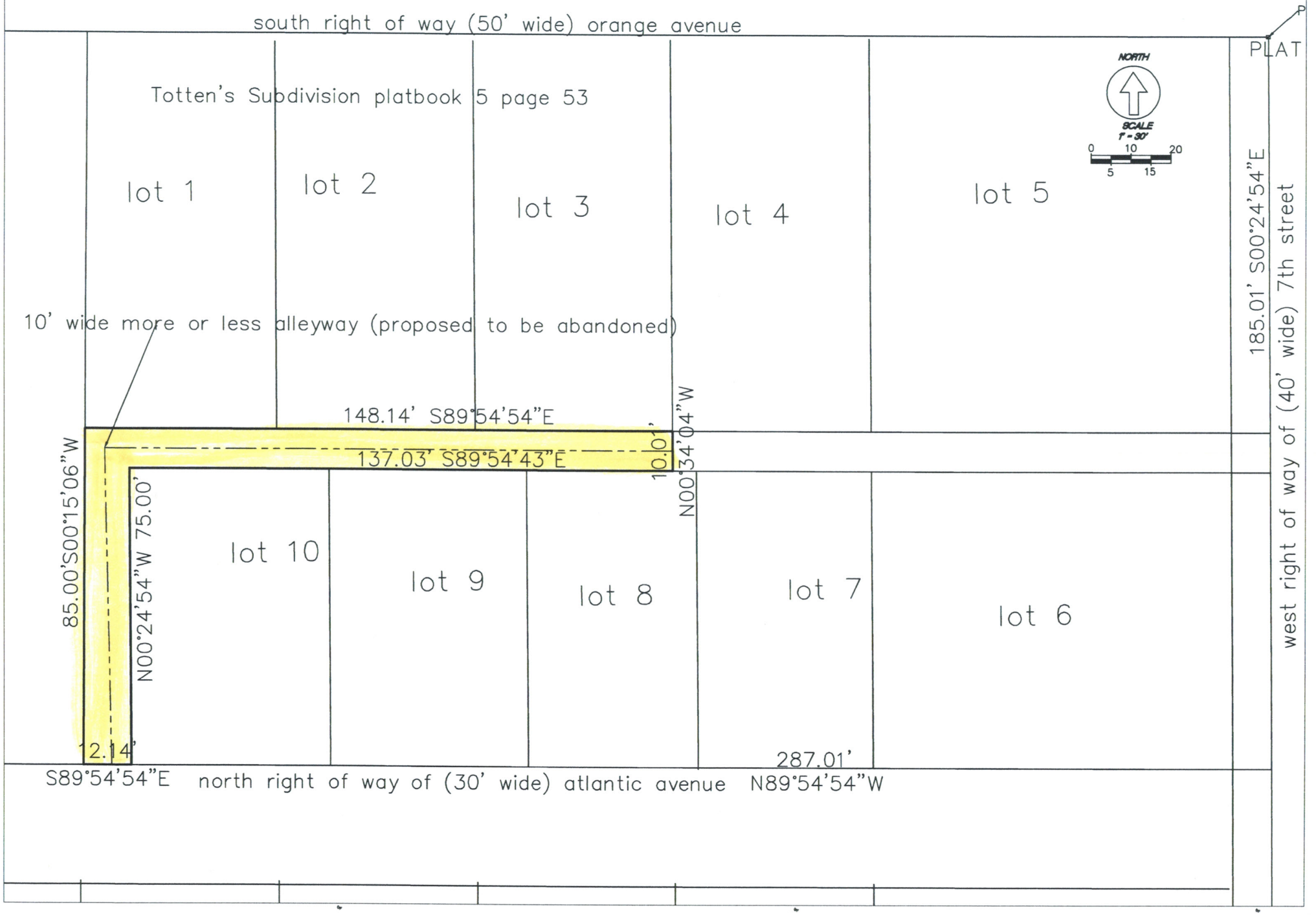
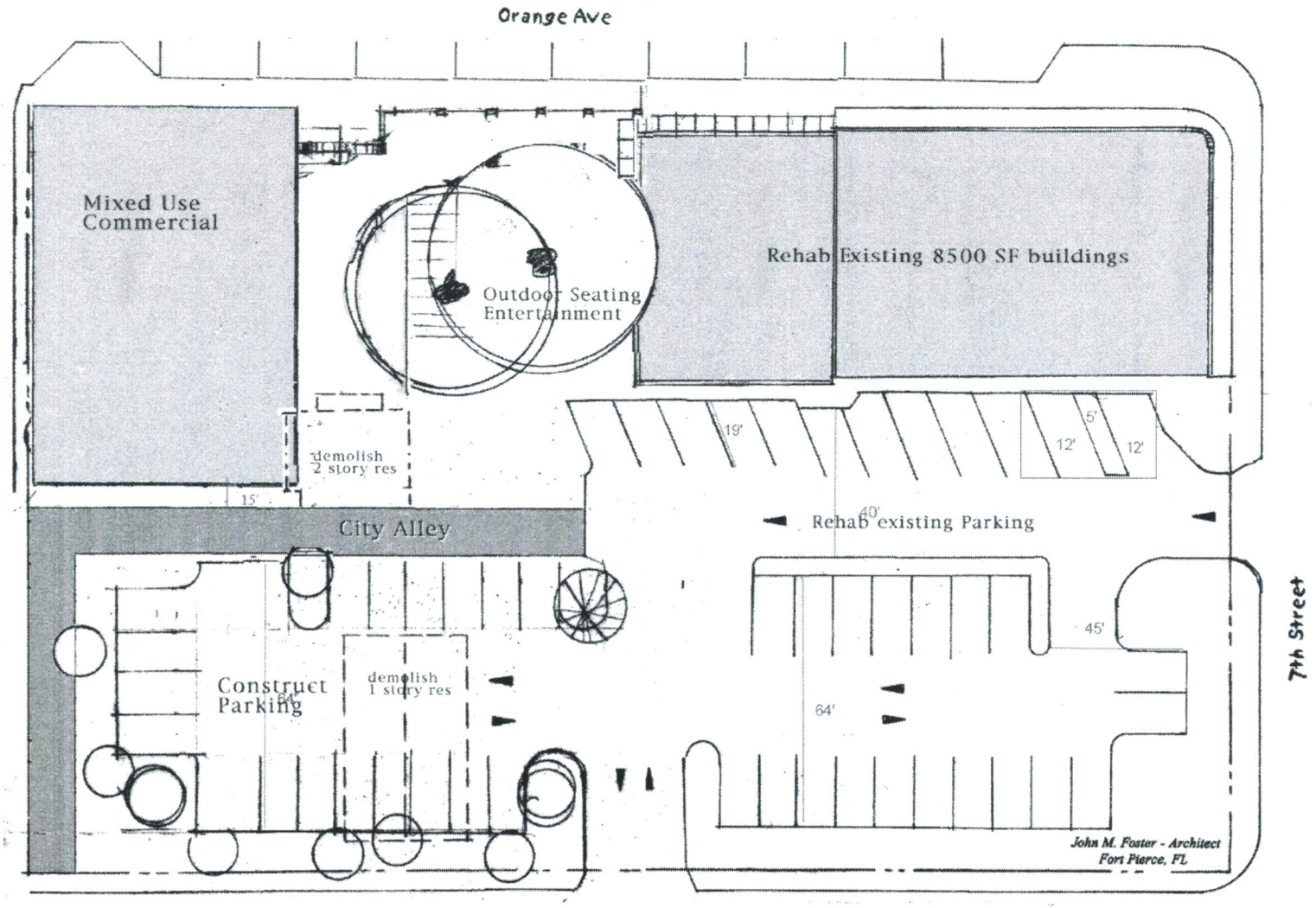


EXHIBIT A

The followingng described land, situate, lying and being in Section 10 Township 35 South range 40 east Totten's subdivision as recorded in clerk of courts, platbook 5, page 53 in the County of Saint Lucie , State of Florida, to wit:

Alleyway Easement:

Beginning at permenenent reference monument & point of commencement (p.o.c.); northeast corner lot 5 and the intersection of the south right of way of orange avenue (50' wide right of way) State Road 68 along with the west right of way of 7th street (old 40' wide right of way) as recorded in platbook 5 page 53 of the clerk of courts in saint lucie county florida; thence S00° 24' 54"E a distance of 185.01 feet; thence N89°54'54"W a distance of 287.01 to the point of beginning (p.o.b); thence N00°24'54"W a distance of 75.00 feet; thence S89°54'34"E a distance of 137.03 feet; thence N00°34'04"W a distance of 10.01 feet; thence S89°54'54"E a distance of 148.14 feet more or less; thence S00°15'06"W a distance of 85.00 feet; thence S89°54'54"E a distance of 12.14 feet more or less; to point of beginning.(p.o.b.)


Orange Ave
Mixed Use Commercial
Outdoor Seating Entertainment
Rehab Existing 8500 SF buildings
demolish 2 story res
19'
5'
12'
12'
15'
City Alley
40'
Rehab existing Parking
7th Street
45'
Construct Parking
64'
demolish 1 story res
64'
John M. Foster - Architect
Fort Pierce, FL

SITE PLAN

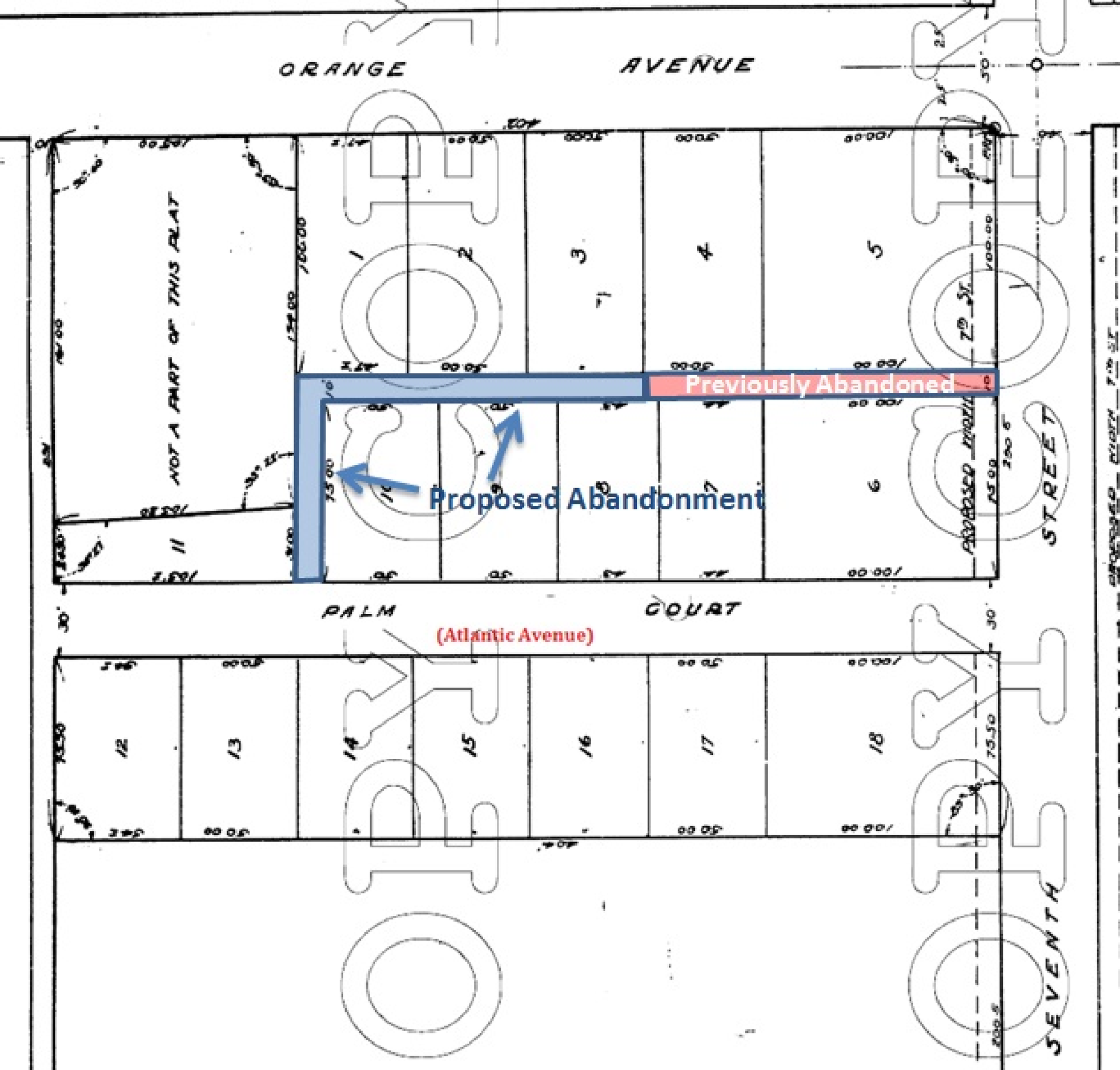


THE SUNRISE CITY
FORT PIERCE
Florida

Totten Subdivision–Remaining Alleyway

Atlantic Avenue

N
W
E
S


ORANGE AVENUE
NOT A PART OF THIS PLAT
Previously Abandoned
Proposed Abandonment
PROPOSED ROAD
STREET
PALM COURT
(Atlantic Avenue)
SEVENTH

AN APPRAISAL OF A
CITY OF FORT PIERCE ALLEY
LOCATED WITHIN THE
PLAT OF TOTTEN'S S/D, LYING BETWEEN
LOTS 1, 2, 3 & LOTS 8, 9, 10 & WEST OF LOT 10
(Within 700 Block between Orange & Atlantic Avenues)
FORT PIERCE, FLORIDA

PREPARED FOR
Rast Properties, Inc.
C/o Steve Tarr
4521 PGA Blvd., #201
Palm Beach Gardens, FL 33419

DATE OF APPRAISAL – January 8, 2015 (last date of inspection)

Prepared by:
Daniel D. Fuller, MAI
State-Certified General Real Estate Appraiser RZ567
FULLER-ARMFIELD-WAGNER
Appraisal & Research, Inc.
200 S. Indian River Dr., Suite 300
Fort Pierce, Florida 33940

Appraisal No. 19767

FULLER-ARMFIELD-WAGNER Appraisal & Research, Inc.

Daniel D. Fuller, MAI, SRA
State-Certified General
Real Estate Appraiser RZ567

200 S. Indian River Dr., Suite 300
Fort Pierce, FL 34950
FAW_app@bellsouth.net

(772) 468-0787
Fax (772) 468-1103

January 16, 2015

Rast Properties, Inc.
C/o Steve Tarr
4521 PGA Blvd., #201
Palm Beach Gardens, FL 33419

RE: City owned alley between Lots 1, 2, 3 & 8, 9, 10 & west of Lot 10, Plat of Totten's S/D, (within 700 block, between Orange Ave. & Atlantic Ave., Fort Pierce, FL.

Dear Mr. Tarr:

As per our contract for appraisal services, I have made an inspection of the referenced property and I have investigated the property's market segment to provide an opinion of the Market Value of the fee simple interest in the property, "as is", as of January 8, 2015, the date of my final inspection.

The scope of this appraisal consists of analyzing data to establish the Market Value of the Fee Simple interest via one traditional approach to value, the Sales Comparison Approach. Within the Sales Comparison Approach, an "Across the Fence" method of analysis was performed. Data analyzed in the Sales Comparison Approach was collected from public records, commercial data services, and MLS services, verified with parties involved in the transaction, and then the data was analyzed and applied to the subject.

Because the subject is a vacant tract of land, analysis via the Cost Approach is not applicable, thus not performed. Also, because properties like the subject are not purchased for income potential, analysis via the Income Capitalization Approach is also not applicable, thus not performed.

Also, because the subject is has an "L" shape and from 10 feet to 12.41 feet in width, the subject generally lacks development potential as an independent unit, thus almost no sales of similar properties are known to exist. Therefore, the applicable method of analysis is an "Across the Fence" analysis (See "Across the Fence" defined in the attached Definitions Addendum) which is applied in the following valuation.

The appraisal adheres to the Uniform Standards of Professional Appraisal Practice (USPAP), presented in USPAP defined "Appraisal Report" format.

- The Intended Use of this appraisal is for acquisition negotiations.
- The Intended User of this report is the representatives of Rast Properties, Inc. including Mr. Steve Tarr.
- The appraisal and report are subject to the Ordinary Limiting Conditions, Extraordinary Assumptions, and Certification included within this report.

Based on the available data, and my analysis as presented in this report, it is my opinion the market value of the fee simple interest in the subject alley, "as is", as of January 8, 2015, is:

THREE THOUSAND DOLLARS -$3,000-

I believe this appraisal and report are complete, but if there are questions please contact me at your convenience.

Sincerely,



Daniel D. Fuller, MAI
State-Certified General Real Estate Appraiser RZ567

DDF/asf 19767

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

- Property Type: Vacant 0.055± acre (2,392 sf) city owned alley within a commercial zoning district.
- Property Use: Vacant
- Property Address: 700 block between Orange Avenue & Atlantic Avenue, Fort Pierce, FL

- Purpose of Appraisal: Estimate Market Value
- Property Rights Appraised: Fee Simple
- Date of Appraisal: January 8, 2015
- Date of Inspection: January 8, 2015
- Inspected by: Daniel D. Fuller, MAI
- Date of Appraisal Report: January 16, 2015
- Report Prepared: January 2015
- Report Format: USPAP defined "Appraisal Report" format.

Subject - Site – 0.055x± acres (2,392 sf)
10 ft. x 148.14 ft. & 12.14 ft. x 75 ft.
Improvements: None.

- Zoning Classification: C-3, General Commercial
- Land Use Classification: GC, General Commercial
- Census Tract: 3805
- Flood Zone: Zone X - FEMA Map 12111C0179J - Feb. 16, 2012
- Highest and Best Use: Assemblage with adjacent ownership(s).

- In accordance with the Competency Rule of Uniform Standards of Professional Practice (USPAP), the appraiser is competent to complete this appraisal due to experience in the subject's market segment and geographic area.

My opinion of the Market Value of the Fee Simple Interest in the subject alley, "as is", as of January 8, 2015, is:

THREE THOUSAND DOLLARS -$3,000-

Subject's Legal Description
Per data provided by the client:

The following Described land, situate, lying and being in Section 10, Township 35 South, Range 40 East, Totten's subdivision as recorded in clerk of courts, Plat Book 5, Page 53 in the county of St. Lucie, State of Florida, to wit:

Alleyway Easement:

Beginning at permanent reference monument & point of commencement (p.o.c.); northeast corner lot 5 and the intersection of the south right of way of Orange Avenue (50' wide right of way), State Road 68 along with the west right of way of 7th Street (old 40' wide right of way) as recorded in Plat Book 5, Page 53 of the Clerk of Courts in Saint Lucie County, Florida; thence S. 00 deg., 24 min., 54 sec. E a distance of 185.01 feet; thence N. 89 deg., 54 min., 54 sec. W a distance of 287.01 feet to the point of beginning (p.o.b.); thence N. 00 deg., 24 min., 54 sec. W a distance of 75 feet; thence S. 89 deg., 54 min., 34 sec. E a distance of 137.03 feet; thence N. 00 deg., 34 min., 04 sec. W. a distance of 10.01 feet; thence S. 89 deg., 54 min., 54 sec. W. a distance of 148.14 feet more or less; thence S. 00 deg., 15 min., 06 sec., W. a distance of 85 feet, thence S. 89 deg., 54 min., 54 sec. E a distance of 12.14 feet more or less to point of beginning (p.o.b.).

History of Subject's Ownership
Owner: City of Fort Pierce

No sales of the subject have occurred within the last five years.

The subject has been listed for sale.

The subject is not leased.

Area Data

The following is a summary of St. Lucie County area data:

- The subject lies within the westerly environs of the Fort Pierce central Business District (CBD).
- There are three incorporated cities within St. Lucie County, Fort Pierce, Port St. Lucie and St. Lucie Village.
- Fort Pierce is the oldest city with a 2000 census population of 38,683 and the 2012 US Census Bureau estimate of total population at 42,645, an increase of approximately 9.8% for the twelve-year period (0.8%/year).
- Port St. Lucie was incorporated in the early 1960's with population in 2000 of 85,751, and per census data the 2012 population is estimated to total 168,716, an increase of approximately 97% for the twelve-year period (8.0% per year).
- St. Lucie Village is a mostly residential community with a population of some 600 persons, and historically very little change in the community thus the community has nominal impact on the County.
- The 2000 census placed the County's total population at 190,677 with the US census bureau reporting in 2013 an estimated total population of 286,832, an increase of approximately 50% for the thirteen-year period (3.9% per year).
- University of Florida demographers previously estimated the County's 2015 median population up to 352,700, however because of the past economic recession, the population increase did not occur with growth only again beginning within the City of Port St. Lucie.
- Over the past twelve years, population growth within the City of Fort Pierce has been relatively nominal and expected to continue to grow at a relatively slow pace. A majority of the near term growth in St. Lucie County is expected to occur in and surrounding the City of Port St. Lucie. To a great degree this occurs because the City of Ft. Pierce has little vacant land for new growth while the platted areas of the City of Port St. Lucie are only approximately 70% developed plus large acreage tracts in the southwest environs of the City remains available to be development.
- Demand in most market segments collapsed between late 2005 and early 2007 and while in some locations within the County demand is increasing; demand generally remains inadequate to support most new project construction. There remains a level of uncertainty when adequate demand will return to support financially feasible new projects, but as demand returns a majority of the County's near term growth is expected to return in and around the City of Port St. Lucie with near term growth in the City of Ft. Pierce is expected to continue at its slow pace until strong demand is recognized regionally.

Neighborhood

Neighborhoods are defined as – "a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises" - Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010)

Neighborhood access is primarily provided by Orange Avenue (SR 68), lying at the north line of the subject's block. Orange Avenue is the primary east-west arterial street within the City's Central Business District (CBD). The east line of the subject's block is formed by South 7th Street. 7th Street is a primary north-south connector forming the approximate west boundary of the CBD. 7th Street also acts a secondary north-south route. The south line of the subject's block is formed by Atlantic Avenue, an inter neighborhood street. Atlantic Avenue in the area of the subject runs west from 7th Street one block, but beginning several blocks west, Atlantic Avenue continues westerly through the city, and east three blocks within the CBD.

The subject has average neighborhood access but secondary exposure within Totten's Subdivision.

The subject's neighborhood consists of a mix of improved properties, but leans towards commercial types, mostly retail properties fronting Orange Avenue. Beginning approximately one block south of Orange Avenue, and west of 7th Street residential properties comprised the neighborhood's historic development trends. East of 7th street commercial development has been prominent. However, in recent years residential properties fronting 7th Street have been slowly remodeled for commercial use, i.e. offices and other low intensity use.

While commercial development within the neighborhood, especially properties fronting Orange Avenue, comprised one of the City's primary commercial districts, over the years new commercial development moved to other areas within the commercial properties fronting Orange Avenue transitioning to second and third round level occupants, both owner and tenants. As the transition occurred property deterioration has occurred with sporadic refurbishments occurring, but there remain properties in fair condition. Occupancy also remains somewhat sporadic with generally the fair conditions properties vacant, but as in the case of the retail building at the southeast corner of Orange Avenue and 7th Street, the long term tenant vacated the property several months ago and active marketing has not produced a new tenant, indicating demand remains relatively soft in the neighborhood.

With soft demand in the commercial market, rental rates and sales prices remain extremely modest. In the past high demand market of the mid 2000 period demand strengthened rental rates and sales prices, but the neighborhood only partially felt the real impact of the economic boom, however, with the economic and real estate collapse in

2008, the neighborhood shared in the negative economic conditions to the same level as the high demand neighborhoods, including a high volume of mortgage foreclosures in both the commercial and residential markets.

Since approximately 2011, prices seem to have stabilized and during 2012 and 2013 sales transactions increased but with some slowing in sales volume noted during 2014. The 2012 and 2013 periods found investors purchasing lender owned properties and in the case of vacant tracts, demand was primarily from neighboring property owners seeking site expansions for existing properties. West at approximately 30th Street a site was developed with a Dollar General Store and reportedly a dollar store is approved for the northwest corner of Orange Avenue and 17th Street. Also, within the subject's immediately Orange Avenue neighborhood, several property sales occurred and in some instances refurbishments have occurred and in some instances the properties remain unoccupied. Construction was completed on a Federal Courthouse at the southwest corner of US 1 and Orange Avenue, and although many expected the courthouse to bring demand for office and retail space, for various reasons generally demand has been unnoticeable.

The residential development adjacent to the Orange Avenue commercial district consists of older to very old improvements with conditions ranging from refurbished to fair, although the fair condition properties continue to be occupied, typically achieving very nominal rent levels. No new or redevelopment has occurred in the adjacent residential neighborhoods in many years, although sporadically owners refurbish the older improvements.

Again, while demand in the residential markets has generally strengthened, prices remain extremely modest within the neighborhood adjacent to the Orange Avenue commercial corridor. This is partially caused by the modest size and quality of improvements in the neighborhood and generally the economic strength of the market participants.

Looking forward in the neighborhood, unless demand from an as yet identified source occurs, demand in the neighborhood's commercial and residential markets, in my opinion, can be expected to remain relatively flat. Thus while it appears rental rates and prices have stabilized, demand is generally inadequate to witness an increase in rental rates or prices over the near term thus the cost of new construction remains unsupported and most properties continue to suffer relatively high levels of External Obsolescence (loss in value caused by the lack of demand).

CENSUS TRACT
Census tracts are defined as; A small, permanent subdivision of a county with homogeneous population characteristics, status, and living conditions. The U.S. Census Bureau divided cities and adjacent areas into relatively uniform census tract areas of approximately 4,000 residents.[1]
Per St. Lucie Co. Census Maps, subject is located in Census Tract 3805
[1] - Source - Appraisal Institute's, The Dictionary of Real Estate Appraisal, fourth edition, 2002.

Identification of Subject

Property Type:	Vacant strip of land consisting of an alley created by the Plat of Totten's Subdivision, recorded October 1925 in PB 5, Pg. 53 of the Public Records of St. Lucie County.
Property Use "as is":	Undeveloped right of way. Previously the alley served as rear access to adjacent improved properties, but "as is" the alley is unopened and no longer provides the intended use to the adjacent vacant property.
Location:	Subject lies with the Totten's S/D block between Orange Avenue and Atlantic Avenue and west of 7th Street.

Site Size

Total land area:	0.055x± acres (2,392 sf) 10 ft. x 148.14 ft. & 12.14 ft. x 75 ft.

Subject is an "L" shape. See the attached Site Maps. The subject's size, shape, and location within a block of vacant properties no longer functions as the intended alley.

Topography is level and the subject is largely undeveloped.

Improvements: None.

Zoning / Land Use

Zoning – C-3, General Commercial / GC, General Commercial

Because of the subject's shape and size, the subject is unbuildable as an independent economic unit.

Concurrency

Concurrency is the comparison of any development's impact on public infrastructure including streets, utilities etc. that are, or will be, available to serve proposed development. Because the subject is an unbuildable site, per zoning, the subject likely does not comply with Concurrency.

UTILITIES	
SERVICE	**PROVIDER**
Electric	Fort Pierce Utilities Authority
Water	Fort Pierce Utilities Authority
Sewer	Fort Pierce Utilities Authority
Trash	City of Fort Pierce

1/1/2014 Assessment and Tax Information

The subject is a City owned alley, thus the subject is not assigned a tax parcel number and is not assessed for taxing purposes.

FLOOD ZONE DATA		
FEMA MAP #'s	**MAP DATE**	**FLOOD ZONE**
1211C0179J	February 16, 2012	X
Zone X is an area determined to be outside the 0.2% annual chance floodplain.		

Highest and Best Use

Physical Use: "As is" the subject has an "L" shape and is from 10 feet to 12.14 feet wide, thus the subject is physically undevelopable as an independent property.

Legal Use: Legally the subject lies within a General Commercial zoning classification, but again because of the subject's size and shape, zoning regulations will not allow the subject to be developed as an independent property.

Physically and legally the subject can be assembled with adjacent vacant land and developed in the commercial markets as an assembled site.

Financially Feasible/Maximally Productive Use: Properties like the subject are typically created by plats, dedicated to a governmental entity, in this case the City of Fort Pierce, providing adjacent owners and the City rear property access.

The subject "as is" is unbuildable and "as is", as an independent parcel, the subject has nominal functional utility and thus nominal value. Thus an alternative to developing utilizing the subject as an independent parcel needs to be identified. In this case, in my opinion, the maximally productive use (the use providing the highest value) is assemblage with the vacant sites surrounding the subject. While in the current market developing the assembled property is unlikely to be financially feasible, long term the assembled property improves the functional utility of not only the subject but the adjacent properties. Therefore, it is my opinion the financially feasible and maximally productive use of the subject is assemblage with the surrounding vacant properties.

Conclusion Highest and Best Use: In my opinion, "as is", the financially feasible and maximally productive use of the subject is assemblage with the surrounding vacant properties.

Valuation Process

As discussed, because the subject is has an "L" shape and from 10 feet to 12.41 feet in width, the subject generally lacks development potential as an independent unit, thus almost no sales of similar properties are known to exist. Therefore, the applicable method of analysis is an "Across the Fence" analysis (See "Across the Fence" defined in the attached Definitions Addendum) which is applied in the following valuation. Valuation via the "Across the Fence" method requires valuating adjacent vacant properties with the value conclusion, in this case price per square foot, applied to the subject.

Sales Comparison Approach
A Summary of the sales analyzed is included as an Exhibit with this report.

Research in the subject's market segment found an active market in 2012 and 2013, but sales volume diminished in 2014, somewhat caused by the clearing of the inventory of listed properties, particularly the lender owned listed properties which buyers generally view a selling at favorable prices.

The private party listings are generally at somewhat higher price levels but it does not appear buyers are yet interested in investing at higher price levels. An improving economy may support higher prices, but timing of new demand is uncertain.

The properties analyzed consist of the most recent comparable closed sales between private parties, no lender sales, of which I am aware. Because of the reduction in the inventory of similar listed properties, I am unaware of comparable listed properties thus a limited number of listed properties are analyzed.

Although prices are somewhat erratic, which is not unusual when demand is soft, the properties analyzed provide a reasonable indication of value.

The unit of comparison is sales price per square foot which is the typical unit of comparison within the subject's market segment.

Research found the sale of properties surrounding the subject. At the time of the purchase the property included two older buildings which have been razed. Plus three other sales of properties located within the Orange Avenue commercial corridor are analyzed. The properties analyzed are the most similar to vacant site surrounding the subject, in my opinion, Sales prices are erratic, again caused by soft and uncertain market demand but in my opinion the sales provide a reasonable indication of site values within the subject's immediate area.

Adjustment Process
Because sale properties generally are not identical to a subject property, at times adjustments to sale or listing prices may be required for the differences. Adjustments are market perceived, that is derived from the available market transactions and/or at times when minimal or erratic data is available, adjustments may be applied using the appraiser's judgment based on knowledge and experience in the subject's market segment.

The first adjustments considered are for atypical transactions including favorable financing, conditions of sale (favorable sales conditions), and market condition changes (time of sale), followed by comparison of physical characteristics consisting of location, size, topography, etc. and possibly adjustments for the differences.

Financing
The definition of Market Value assumes market transactions consider cash or cash equivalent transactions as typical. In the case of the properties analyzed, each sale was analyzed for possible favorable financing and research found all of the sales were cash transactions thus adjustments for atypical financing are not required.

Conditions of Sale
All of the sales were arm's length transactions and all of the sales were private party sellers, thus lender ownership and/or other financial duress did not affect sales prices. However, in the case of sale 1, the sale of properties surrounding the subject, the purchaser demolished two improvements on the property. The cost of demolition was reported to total $8,000. the sales price is adjusted for the additional investment in the demolition.

Market Conditions/Time of Sale
In the case of a changing market, adjustments can be applied to account for changes in the market which may have occurred in the period between the sale date of the comparable and the date of the appraisal.

The sales in analyzed are generally recent, closing within the past 40 months with three of the sales closing within the last 13 months. The sales are the most recent sales of the comparable properties in the neighborhood.

Prices drastically declined to about mid 2011 when demand began to return and between 2012 and the date of appraisal prices appear to have stabilized, thus the price levels indicated by the properties analyzed are applicable to the subject.

Adjustments for Physical Conditions
After considering adjustments for transition characteristics, physical differences between the sale properties and the subject are analyzed. Some typical physical differences are location, exposure, access, site size, and topography.

Physical differences are ideally adjusted based on paired sales analysis, when available, but in the case of the subject's market segment, adjustment indications are unclear due to relatively modest number of sales and soft market conditions. For this reason, quantitative adjustments to the sale prices for different physical features are not applied; rather a qualitative adjustment process is performed.

Data Summary
There remains uncertainty in the subject's land market. Based on the properties analyzed, it appears the primary neighborhood market for typical sites are adjacent property owners. There are exceptions, as an example dollar stores are being or have been constructed in the neighborhood and these market participants tend to pay a

premium for a particular location but the vacant property adjacent to the subject is not a dollar store site, thus it appears vacant sites within the subject's block are most likely to primarily experience from an adjacent owner.

Sale 1 – consists of in total a 0.54 acre site which surrounds the subject alley. The site included two older building structures, demolished by the purchaser at a cost of $8,000 for a total investment of $73,000 or $3.10 per square foot. In this case the purchaser owns the easterly adjacent property. The purchase and assemblage with the adjacent property allows the owner the ability to expand the adjacent property's development potential.

Sale 2 – is located six blocks west of the subject. The property forms the southeast corner of Orange Avenue and South 13th Street. There is a billboard on the property, previously reported to contribute nominal value to the property. The property has been listed for several years with an initial listing price significant higher than the December 2014 sales price. The property sold in July 2014 at $20,000, then resold in December 2014 at $30,000 or $0.99 per square foot.

Sale 3 – is located at the northwest corner of Orange Avenue and North 19th Street, some 12 blocks west of the subject. The property was listed for a period of time with a Realtor but the Realtor could not consummate a sale. The adjacent property owner, a church, approached the seller and they completed the sale. Based on discussions with the purchaser's representative, it appears there was some lack of knowledge in the real estate markets, rather the purchasers may have highly desired the property thus little price negotiations occurred which likely upwardly affected the sales price.

Sale 4 - is the oldest sale analyzed, closing in September 2011 when demand in the markets was beginning to return. The property is located five blocks west of the subject. The property was listed via a local Realtor and sold to an adjacent owner. The combination of the purchaser's motivation and the small size of the site, 0.19 acres likely upwardly affected the sales price.

Value Conclusion

While the purchases by adjacent owners, sales 1, 3 and 4, produced the highest sales prices per square foot, sale 2 selling as an independent parcel to a non-adjacent owner sold at the lowest price per square foot. In most instances when a property can function as an independent economic unit the property will attract a wider range of potential investors, however, in the subject's neighborhood demand is very limited and in my opinion, although the property surrounding the subject recently sold to an adjacent owner at a price of $3.10 per square foot, a sale of the property for an independent economic unit will not produce a $3.10 per square foot sales price, as demonstrated in the case of sale 2.

Further, when reviewing the gross sales price range for the properties analyzed, in my opinion the adjacent property's adjacent property's gross sales price falls closer to the $30,000 to $40,000 range which calculates to $1.27 to $1.70 per square foot indicating the adjacent per square foot price falls towards the lower end of the range of the per square foot sales prices.

Additionally, in my opinion there is a gross price ceiling which the recent sale of the adjacent property seems to have broken but with continual weak demand in the neighborhood no other evidence exists in the neighborhood to suggest a new gross price level for say ½ acre lots will continue in the near term. Therefore, it is my opinion the market value of the adjacent property is no higher than within the range of $1.50 per square foot and the possibility exists that the surrounding property could as in the case of sale 2 sell at low as $0.99 per square foot.

Applying say $0.99 to $1.50 per square foot to the subject's 2,392 square feet of area the value indication calculates $2,368 to $3,588, or say $3,000 for the subject alley.

Therefore, based on the available data and my analysis as previously presented, it is my opinion the market value of the fee simple interest in the subject, as of January 8, 2015, estimated via an "Across the Fence" analysis utilizing the Sales Comparison Approach, is:

THREE THOUSAND DOLLARS -$3,000-

Exposure time: - *Appraisal Institute,* The Dictionary of Real Estate Appraisal, *5th ed.*
1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

The closed sales analyzed required extended exposure periods. Extended exposure periods are typically caused by soft market conditions and in many instances initial above market listing prices. As prices seem to have stabilized and during 2012 and 2013 sales volume increased, exposure periods should have decreases or stabilized, however with softer demand in 2014 exposure periods may again lengthen, but it is my opinion that the past trends of extended exposure periods has past, rather as of the date of appraisal the exposure period for properties in the subject's neighborhood is most likely between 12 and 24 months.

ORDINARY LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS

1. The opinions value given in this report represents the opinion of the signer as of the DATE SPECIFIED. Real estate is affected by an enormous variety of forces and conditions will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.

2. This report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however, similar the same may be.

3. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.

4. The opinion(s) given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.

5. Easements on the subject parcels are unknown. Easements may or may not be recorded or may exist by customary use or other legal means. The appraiser has not nor is he qualified to search legal records as to the existence of other easements.

6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal, or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.

7. The physical condition of the improvements described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of the same. The property is assumed to be free of termites and other destructive pests.

8. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser or the applicant, and in any event, only in its entirety.

9. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.

10. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.

11. The Contract for the appraisal/consulting services is fulfilled by the signer hereto upon the delivery of this report duly executed.

12. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless non-compliance is stated, defined and considered in the appraisal report.

ORDINARY LIMITING CONDITIONS (continued)

13. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field, if desired.

14. The Americans with Disabilities Act (ADA) became effective January 26, 1992, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

EXTRAORDINARY ASSUMPTIONS

EXTRAORDINARY ASSUMPTION – *Uniform Standards of Professional Practice (USPAP), 2014-2015, ed.*
An assumption, directly related to a specific assignment, which, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.

1. The subject's site size and dimensions were taken from a sketch and legal description provided by my client, Mr. Steve Tarr and assumed to be accurate.

CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge and belief:

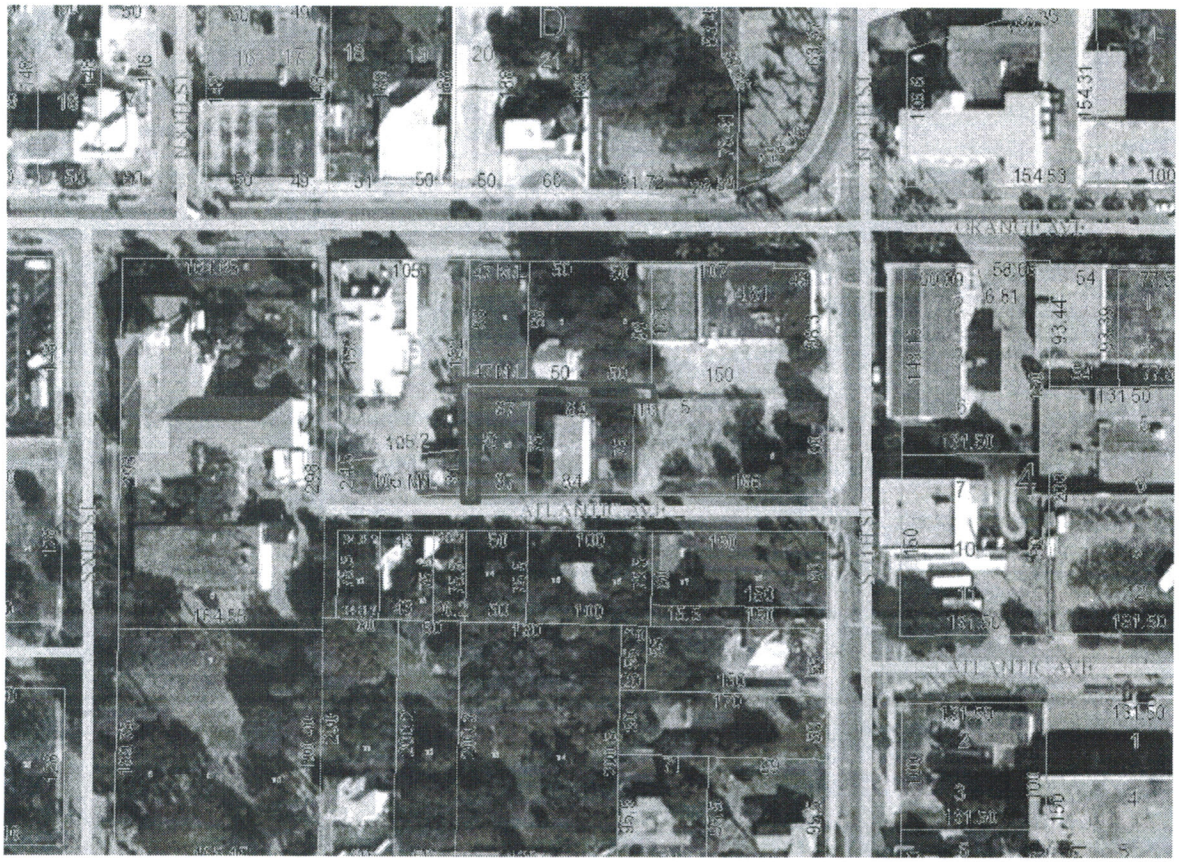
a) The statements of fact contained in this report are true and correct.
b) The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
c) I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
d) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
e) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
f) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
g) My analysis, opinion, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
h) I have made a personal inspection of the property that is the subject of this report.
i) No one provided significant real property appraisal assistance to the person signing this certification.
j) The reported analyses, opinion, and conclusions were developed, and this report has been prepared, in conformity with the requirement of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute including the Uniform Standards of Professional Appraisal Practice.
k) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
l) "As of the date of this report, I, Daniel D. Fuller, MAI, SRA, have completed the requirements under the continuing education program of the Appraisal Institute."
m) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
n) I have not previously appraised this property in the three years prior to this assignment nor have I performed any other services related to this property within the three years prior to being engaged for this assignment.



Daniel D. Fuller, MAI
Sate-Certified General Real Estate Appraiser RZ567

DATA SUMMARY & ANALYSIS

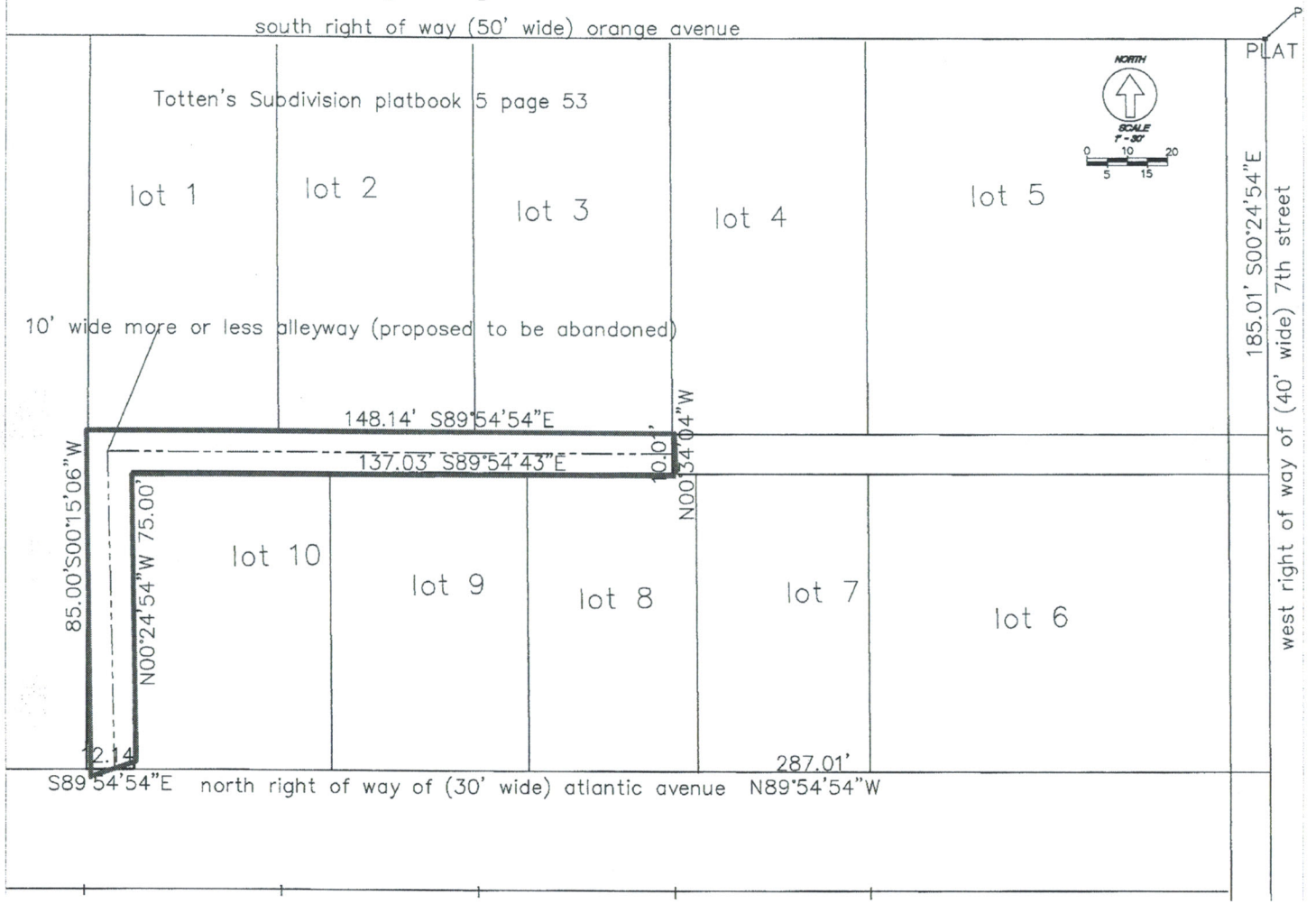
DESCRIPTION	SUBJECT	Sale within Subject's Block	Sales within Subject's Orange Ave. neighborhood		
		SALE 1	SALE 2	SALE 3	SALE 4
LOCATION	700 block between Orange Ave. and Atlantic Ave. Ft. Pierce	715-717 Orange Ave. Ft. Pierce	SE corner Orange Ave. & S. 13th Street Ft. Pierce	1906 Orange Ave. - NW corner Orange Ave. & N. 19th St. Ft. Pierce	SW corner Orange Ave. & Alma Court Ft. Pierce
GRANTOR	Owner - City of Fort Pierce	M. Porro Inv., Wilson, Francis X.	Ramnarian, Robit	Anona Swan	Charlies Pastries
GRANTEE	N/A	RAST Properties, Inc.	Vega's Home Const., Inc.	Independent Haitian Assembly of God	Maynard
DATE OF SALE	APPRAISED 1/8/2015	10/14	12/14	12/13	9/11
RECORDED OR BK./PG.		3679/767	3660/467	3583/2506	3332/2037
SALE DATE TO APPRAISAL - MONTHS		3	1	13	40
FINANCING	Expected Cash Equivalent	Cash	Cash	Cash	Cash
PREVIOUS SALES	N/A	4/04 sale @ $175K - prop. Included 3 residential structures Current sale - $65K = 63% decline	3/03 sale - $95K 7/14 sale - $20K Price decline 78% followed by 50% increase	No recent previous sales	No recent previous sales
DATA VERIFICATION:	Inspection & property owner	Purchaser Steve Tarr (561) 622-3386 to D. Fuller 1/16/15	Public Records details	Pastor E. Lexine (Purchaser) (770) 940-7591 to D. Fuller 3/14/14	Listing Realtor P. Schall (772) 595-1076 to D. Fuller
ZONING / LAND USE	C-3 / CG	C-3 / CG	C-3 / CG	C-3 / CG	C-3 / CG
SITE AREA - SF	2,392	23,522	30,320	22,216	8,276
ACRES	0.055	0.540	0.696	0.51	0.19
	10' x 148.14' & 12.14' x 75 ft	147' x 98' & 121' x 75 ft	100' x 303.2'	109.2' X 130'	60' X 134'
PUBLIC UTILITIES	Central	Central	Central	Central	Central
Comments:	City alley, interior, unbuildable "as is"	Interior Orange Ave. & Atlantic Ave. exposure - improved with older blds., demolished Purchaser assembling properties	Corner/traffic light, good exposure Very soft demand neighborhood Property includes billboard	Average corner exposure Very soft demand neighborhood Adjacent owner purchaser	Average corner exposure Very soft demand neighborhood Adjacent owner purchaser
	SUBJECT	**SALE 1**	**SALE 2**	**SALE 3**	**SALE 4**
SALE ANALYSIS					
RECORDED SALE PRICE:	**N/A**	**$65,000**	**$30,000**	**$40,000**	**$21,000**
SALE PRICE PER SQ. FT	**N/A**	**$2.76**	**$0.99**	**$1.80**	**$2.54**
FINANCING ADJUSTMENT	0	0	0	0	0
ADJUSTED SALE PRICE	$0	$65,000	$30,000	$40,000	$21,000
CONDITION OF SALE ADJ.	0	$8,000	0	0	0
ADJUSTED SALE PRICE	$0	$73,000	$30,000	$40,000	$21,000
MARKET CONDITION ADJUSTMENT / MONTH	0.0%	0.0%	0.0%	0.0%	0.0%
GROSS SALE PRICE - market condition adjusted	**$0**	**$73,000**	**$30,000**	**$40,000**	**$21,000**
SALE PRICE / SF - market condition adjusted	**$0.00**	**$3.10**	**$0.99**	**$1.80**	**$2.54**



Aerial Site Map (subject in red)

PROPERTY SKETCH

EXHIBIT B sketch of description; proposed 10' wide alleyway more or less; abandonment



Subject Photographed 1/8/15



Vacant land surrounding subject alley –
with subject alley located in area identified by arrow



Area of alley along west line of Lot 10, identified by arrow

DEFINITIONS

APPRAISAL REPORT FORMAT

Per Uniform Standards of Appraisal Practice (USPAP 2014-2015) – Standards Rule 2-2, each written real property appraisal report must be prepared under one of the following options and prominently state which options is used: Appraisal Report or Restricted Appraisal Report.

MARKET VALUE DEFINED

Market Value, as defined in Chapter 12, Code of Federal Regulation, Part 34.42, is:
The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or created financing or sales concessions granted by anyone associated with the sale.

FEE SIMPLE ESTATE – *Appraisal Institute,* The Dictionary of Real Estate Appraisal, *5th ed.*
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

ARM'S LENGTH TRANSACTION – *Appraisal Institute,* The Dictionary of Real Estate Appraisal, *5th ed.*
A transaction between unrelated parties who are each acting in his or her own best interest.

SALES COMPARISON APPROACH – Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed.
The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.

ACROSS THE FENCE METHOD – Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed.
A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land.

EXTRAORDINARY ASSUMPTION – *Uniform Standards of Professional Practice (USPAP), 2014-2015, ed.*
An assumption, directly related to a specific assignment, which, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.

QUALIFICATIONS OF THE APPRAISER

DANIEL D. FULLER, MAI

Education

Indian River Community College, Graduated 1967, A/S Degree

Professional Memberships

Member Appraisal Institute (MAI)#7876 - Appraisal Institute
Senior Real Property Appraiser (SRPA) - Appraisal Institute
Senior Residential Appraiser (SRA) - Appraisal Institute
Florida - State Certified General Real Estate Appraiser RZ567
Registered Florida Real Estate Broker

Work Experience

1992 - Pres. President, Fuller-Armfield-Wagner Appraisal & Research, Inc., Fort Pierce, FL
1987 - 1992 Vice President & Partner, Armfield-Wagner Appraisal & Research, Inc., Fort Pierce, FL
1983 - 1987 Staff Appraiser, Armfield-Wagner Appraisal & Research, Inc., Vero Beach, FL
1981 - 1983 Salesman/Appraiser, Florida Licensed Realtor-Associate, Procino Realty, Ft Pierce, FL
1979 - 1983 Staff Appraiser, Harbor Federal Savings and Loan Association, Fort Pierce, FL
1974 - 1979 Staff Appraiser, St. Lucie County Property Appraiser's Office, Fort Pierce, FL

Real Estate Appraisals made for the following:

Accountants
Attorneys
Dept. of Natural Resources
Federal Deposit Ins. Corp.
Federal Home Loan Bank Board
Federal National Mortgage Corp.
Florida Community Bank
Fort Pierce, City of
Gulfstream Business Bank
Harbor Community Bank
IBERIA Bank
Indian River County
Martin County
PNC Bank
Port St. Lucie, City of
RBC Bank
Resolution Trust Corporation
Seacoast Bank
St. Lucie County
South Florida Water Management District
SunTrust Banks
TD Bank
TITF
Vero Beach, City of
Wells Fargo

Types of Appraisals Completed

Airplane Hangars
Automobile Dealerships
Car Washes
Commercial
Groves
Industrial
Insurable Value
Land Locked Parcels
Mini-Warehouses
Motels
Multi-Family
Offices
Packing Houses
Ranches
Recreational Vehicle Parks
Residential
Restaurants
Retail Shopping Centers
Service Stations
Subdivision
Warehouses
Wetlands
Vacant Lands

Qualified as Expert Witness

Circuit Court -
St. Lucie County
Martin County
Indian River County
Okeechobee County
Palm Beach County
U.S. Bankruptcy Court -
West Palm Beach District

Accomplishments

Past President - Society of Real Estate Appraisers - Indian River Chapter 211 (1989 - 1990)
Past Instructor - Indian River Community College - Appraising Income Producing Real Estate
Past Board Member - East Florida Chapter of Appraisal Institute

City Commission Regular Meeting **Agenda Item # 13. a.**

Meeting Date: 10/17/2016

Re: Approval of Resolution Supporting The St. Lucie County Advanced Transportation Management System

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Resolution 16-R48 Supporting the St. Lucie County Advanced Transportation Management System

SUMMARY:

This is a request for the approval of a resolution by the Fort Pierce City Commission showing support for the implementation of the proposed St. Lucie County Advanced Transportation Management System (ATMS) project. The joint project between the Florida Department of Transportation, St. Lucie County, City of Port St. Lucie and the City of Fort Pierce is for the joint coordination of traffic signals along the US 1 corridor. In 2013, the FDOT prepared a master plan at the request of the St. Lucie Transportation Planning Organization, outlining the methodology to increase transportation efficiency and enhance mobility throughout St. Lucie County. The proposed ATMS would interconnect traffic signals along the major corridors independent of municipal boundaries. A proposed sharing of information would be controlled from a centrally located facility at FDOT's local office. FDOT is requesting a resolution showing support from the three local municipalities showing support for the proposed $10.3 million project.

RECOMMENDATION:

Engineering is in support of the resolution for the proposed ATMS project.

ALTERNATIVES:

Reject the resolution and continue traffic signal coordination through the city limits only.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Florida Department of Transportation and St. Lucie Transportation Planning Organization.

Fiscal Impact

OTHER INFORMATION:

No fiscal impact at this time.

Attachments

16-R48

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/12/2016 05:15 PM

Form Started By: John Andrews
Started On: 10/10/2016 03:33 PM
Final Approval Date: 10/12/2016

RESOLUTION NO. 16-R48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, SUPPORTING THE IMPLEMENTATION OF THE **ST. LUCIE COUNTY ADVANCED TRANSPORTATION MANAGEMENT SYSTEM PROJECT** AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") completed, on behalf of the St Lucie Transportation Planning Organization ("TPO"), the Advanced Transportation Management System ("ATMS") Master Plan for St. Lucie County; and

WHEREAS, the FDOT has developed the St. Lucie County ATMS Project (FPID# 435245) based on the ATMS Master Plan to increase transportation efficiency, enhance mobility, and improve safety throughout St. Lucie County; and

WHEREAS, the St. Lucie County ATMS Project ("Project") is consistent with the Go2040 Long Range Transportation Plan; and

WHEREAS, the Project was included in the TPO's List of Priority Projects; and

WHEREAS, FDOT included the Project in the FDOT Work Program for funding; and

WHEREAS, FDOT has initiated the implementation of the Project and requested that the City of Fort Pierce ("City") adopt a resolution expressing support of the Project; and

WHEREAS, the City supports a multi-jurisdictional, coordinated effort to increase transportation efficiency, enhance mobility, and improve safety throughout St. Lucie County.

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

SECTION 1. The City Commission supports the implementation of the Project.

SECTION 2. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 17th day of October, 2016.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

City Commission Regular Meeting **Agenda Item # 13. b.**

Meeting Date: 10/17/2016

Re:

SUBJECT:

Discussion at the request of Commissioner Alexander regarding a request by Rock Church seeking use of the City Parking Garage to resolve the parking deficiency at their property located at 617 Orange Avenue to be used as a church.

Attachments

Rock Church

Form Review

Form Started By: Linda Cox Started On: 10/12/2016 02:00 PM

Final Approval Date: 10/12/2016

ROCK CHURCH INTERNATIONAL

"TRANSFORMING LIVES THROUGH CHRIST"

REV. ANDREW JEFFERSON, PASTOR

617 Orange Avenue
FORT PIERCE, FL 34950

September 23, 2016

Mayor Linda Hudson
Commissioner Edward Becht, Commissioner Thomas Perona
Commissioner Reginald Sessions, Commissioner Rufus Alexander, III
100 North U.S. Highway 1
Fort Pierce, FL 34954

Dear Mayor and Commissioners:

Please find attached to this document our letter of September 22, 2016 to the City of Fort Pierce Board of Adjustments members. In this letter you will find our request for relief and direction as it relates to the issues and concerns expressed.

We have been informed by Kori Benton that the Board of Adjustments' role does not include addressing our concerns. He indicated that the matter should be directed to the City Commission. Consequently, we are asking for your review and assistance; further we are seeking to be scheduled for a hearing at your first available meeting.

Thanks for your consideration and review. If questions arise, please do not hesitate to contact me at (772) 633-5070.

Sincerely,

Rev. Andrew Jefferson, Pastor

Attachments:
1. September 22, 2016 – Letter Board of Adjustments
2. February 19, 2015 Staff Report/ 510 Orange Avenue

ROCK CHURCH INTERNATIONAL

"TRANSFORMING LIVES THROUGH CHRIST"

REV. ANDREW JEFFERSON, PASTOR

617 Orange Avenue
FORT PIERCE, FL 34950

September 22, 2016

City of Fort Pierce Board of Adjustments
Ms. Joyce Calvert, Mr. William Nunn, Mr. Bennie Clark,
Mr. Bret. McCain, Mr. James Crist, Mr.Ryan Collins
100 North U.S. Highway 1
Fort Pierce, FL 34954

Dear Board of Adjustment Members:

As you know, our application for variance was scheduled to be reviewed at tonight's meeting. We will attend the meeting, but we have been informed that we are unable to present information at the meeting. Consequently we have elected to send this document for your review and consideration prior to the meeting tonight.

Rock Church acquired the property located at 617 Orange Avenue with the understanding that the property could be used as a church, the zoning is permitted, and that with a shared parking agreement, the parking deficiency would be resolved. With this understanding, we moved forward with site plan design, permitting, and have already spent several thousand dollars in renovations.

The church, as required, sought and obtained to-date 3 parking agreements:
Fort Pierce Utilities Authority. FPUA was the first to enter an agreement (see attached) without reluctance and in our opinion welcoming Rock Church to the area. We were told the property is wide open, not used by FPUA on Sundays and as a result FPUA issued an agreement for the parking. After a call was made to FPUA by we believe, Steve Tarr, FPUA revoked their agreement.

PNC Bank issued a parking agreement without reluctance, in my opinion welcoming Rock Church to the area. On September 21, 2016, PNC Bank Representative Jennifer Lockwood indicated that she received a call from the Fort Pierce City staff, you would have to assume in an effort to sway PNC's decision, and consequently, PNC Bank revoked our parking agreement.

At this point with the undermining going on even from within the City of Fort Pierce staff, we are uncertain on how to move forward. We are hereby asking for relief and direction from you, the Board of Adjustments on how to proceed.

It has been suggested that we seek to use the downtown parking garage and be granted a special exception due to the hardship created in this situation. There are 450 spaces - we would only need 48 for 2 hours once a week on Sunday mornings providing shuttle service to and from for parishioners. This was considered an option in the February 19, 2015 variance application (see attached) and we note it was recommended by Kori Benton for approval. Perhaps we can utilize the FPUA parking lot, since Mr. Jason Hoffman verbally stated that we could. St. Mark Missionary Baptist Church has issued a parking agreement. Although this property is less than one mile, we have been told by Kori Benton that he feels this will not be a viable solution; with shuttle service, it seems like it would be viable, but we are told it would not?

How do we proceed is now the question? We cannot back out of the property, we are committed with a substantial financial investment already spent. We have done everything possible to meet all requirements. Can you please give us direction in this matter.

Thanks for your consideration and review. If questions arise, please do not hesitate to contact me at (772) 633-5070.

Sincerely

Rev. Andrew Jefferson, Pastor

cc: Kori Benton, Senior Planner
Nick Mims, City Manager

CITY OF FORT PIERCE

PLANNING DEPARTMENT

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

TO: Robert J. Bradshaw, City Manager

THROUGH: Rebecca Grohall, AICP Planning Manager

FROM: Kori Benton, Historic Preservation Officer

SUBJECT: **Application for Waiver of Distance – 4COP Alcoholic Beverage License**
Celebrity Peacock Jazz and Blues Club
510 Orange Avenue

DATE: February 19, 2015

STAFF REPORT

Applicant:	Robert L. Smith 2451 North Seacrest Blvd. Boynton Beach FL 33435
Property Owner:	Bunwin Inc. 4521 PGA Blvd Suite 201 Palm Beach Gardens FL 33418
Requested Action:	Approval of a Waiver of Distance for an Alcoholic Beverage License
Type of License:	4COP: Beer, Wine and Liquor—Consume on Premises and Package Sales license
Name of Establishment:	Celebrity Peacock Jazz and Blues Club
Type of Establishment:	Phase 1: Jazz and Blues Bar & Club Phase 2: Restaurant
Site Location:	510 Orange Avenue
Parcel ID:	2410-606-0004-000-3
Current Zoning:	C-3, General Commercial Zone
Future Land Use:	CG, General Commercial

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3

Staff Analysis:

The property owner and applicant are seeking to adaptively reuse a two-story structure, formerly known as the Grant Department Store, at 510 Orange Avenue to establish a bar and eventual restaurant. The first phase of the proposal is to complete extensive first floor renovations to open a jazz and blues club, offering live entertainment. The subsequent phase of the proposal would expand into the second floor of the structure to develop the establishment into a restaurant and bar. Preliminary floor plans have been provided by the applicant to conceptualize the proposed establishment, in the absence of complete architectural and life safety plans. The site is located on Orange Avenue, between 5th and 7th Streets, within an extension of the Downtown area.

Section 3-7 of the City Code prohibits the City from granting approval for the sale of alcoholic beverages by retail for consumption on the premises where the establishment is located within 1,600 feet of other licensed establishments, a church, or a school unless a Waiver of Distance is granted.

The applicant is requesting a Beer, Wine and Liquor—Consume on Premises and Package Sales (4COP) license to serve beer, wine, and liquor for consumption on premises in the bar. There are presently six (6) churches and eight (8) licensed establishments are located within 1,600 feet of the proposed establishment. Therefore, in accordance with Section 3-9 of the City Code, the applicant is requesting a waiver of the minimum required distance of 1,600 feet between the applicant's establishment, and these noted establishments.

As specified by Section 3-11 of the City Code, a waiver of distance shall be granted only if it does not adversely affect community health, safety or general welfare and that the following are considered:

a. **The actual location and distance of the proposed establishment with respect to other places of business licensed to sell intoxicating beverages, whether on or off the premises, as well as churches and schools;**

Per the manner of measurement outlined in City Code Section 3-8, there are six (6) churches and eight (8) licensed establishments located within 1,600 feet of the proposed establishment. The First United Methodist and Common Ground Vineyard, and churches are located in close proximity, under 250 feet, of the proposed location. Notre Dame Mission, Ft. Pierce Haitian, St. Mark's and Greater New Bethel churches are located within 900 to 1,300 feet from the proposed establishment.

The licensed establishments, offering on-premise consumption, within 1,600 feet are located within the Downtown Business & Entertainment District. These establishments include Thai Pepper, Bangkok, Lorenzo's, Yellowtail Grill, Krazy Fish, 2nd Street Bistro, Zelmo's, and the Sunrise Theatre.

b. **The type and size of the establishment, including any bar floor space and seating capacity, and whether, in view of such type or size, the proposed establishment is likely to create a public nuisance or traffic impediment by drawing crowds or persons milling about outside the building;**

The proposed bar is presented to encompass approximately 12,000 square feet, initially, with the capacity to expand to 19,000 sq. ft. with the improvement of a restaurant on the second floor. The establishment is estimated to hold 300 patrons with the renovations of the first floor, Phase 1, of the project. The establishment is estimated by the applicant to hold an additional 200 patrons with the completion of the second floor restaurant, Phase 2 of the proposal. Staff is unable to confirm the represented capacity in the absence of architectural and life safety plans. Final capacity of the structure is contingent upon final interior layout, fire safety provisions, restrooms, and other aspects of extensive renovations necessary for the adaptive reuse of the structure.

Provided the type and size of the proposed establishment, and absence of defined occupancy of the structure, Staff finds a significant capacity for increased vehicle and pedestrian traffic through this corridor, creating

potential for traffic impediments by drawing crowds outside the building, and identified parking areas. The prospect may be most comparable to the Sunrise Theatre and Zelmo's Coffee Shop (albeit Zelmo's is much smaller), located in Downtown, based upon the proposed entertainment offering, and size of the structure. The subject site is located along the pedestrian oriented segment of Orange Avenue, lying two blocks west of Downtown, where this activity, if controlled and monitored for safety, may be desirable. The capture of parking facilities in close proximity to the establishment furthers the capacity to concentrate increased traffic to minimize interference with neighboring establishments and residential streets.

c. **Whether adequate parking and landscaping for the facility are provided so as to meet the requirements set forth in sections 22-59 through 22-61;**

Per Section 22-60(d)(2)a. 2. of the City Code, restaurants and bars are required to provide one parking space for each 100 square feet of gross floor area. Given this requirement, the total off-street parking requirements for this establishment for the initial phase are 120 spaces (five of which will need to be handicapped accessible). The subject site currently contains fifteen (15) parking spaces with an absence of handicapped accessible spaces. Staff has coordinated with the applicant to prepare a proposal, which incorporates the use of available public parking lots in close proximity to the establishment, as well as, shared parking areas with select neighboring establishments. These parking areas, the available parking spaces, and walking distance from the establishment are as follows:

Parking Lot	Parking Spaces	Walking Distance from Establishment
On-street (5th through 7th St)	26	Variable
City Lot at Orange & 7th St	15	410 ft.
701 Orange Avenue	20	450 ft.
North Avenue A/Arcade Overflow	55	740 ft.
Downtown Parking Garage	450	825 ft.

It is noted that the initial submittal included a preliminary agreement with Common Ground Vineyard Church to utilize their 34 parking spaces, adjacent to the south of the proposed establishment, however the agreement has been terminated.

If the proposed parking plan is accepted by the City Commission, the applicant would implement five (5) handicap accessible spaces in the on-site parking lot to meet local and federal requirements. In addition, the proposed plan would establish twelve (12) short term bicycle parking spaces adjacent to the front entrance of the establishment.

Additionally, per Section 22-60(g)(1) of the City Code, off-street parking for the proposed establishment shall be provided with a minimum of three (3) foot-candles of site lighting. A site lighting plan has not been included with the application package indicating to address lighting of the subject lot, or the off-site lots to be included. Staff has notified the applicant of this minimum requirement for parking lots utilized in connection with this establishment.

Furthermore, the applicant has presented a preliminary plan to bring the site landscaping into compliance, specifically with the infill of buffering between the vehicular use area and Orange Avenue, as well as, the installation of interior parking lot landscape islands.

d. **Whether the facility is physically separated or well buffered from all adjacent residentially zoned areas;**

The proposed establishment is surrounded entirely by commercially zoned property. Residential homes begin one block to the west of 7th Street, north and south of Orange Avenue.

e. **Whether traffic generated by patrons or pickup/delivery vehicles will pass through low or moderate density residentially zoned neighborhoods;**

The proposed establishment's main access is from Orange Avenue, a principal arterial road, and should not generate any additional traffic in low or moderate density residentially zoned neighborhoods for pickup/delivery vehicles based upon identified parking areas.

f. **Whether, if the facility is located within sixteen hundred (1,600) feet of a church or school, it will generate traffic which may adversely affect the safety of persons attending such church or school.**

The proposed establishment is located in close proximity to two church facilities, most notably First United Methodist Church abutting to the west. The site is located within the "Midtown" redevelopment area, on the outskirts of the boundaries of downtown. The proposed hours of operation, as presented by the applicant and its location within the designated commercial zone should not adversely affect the safety of persons attending said churches, with the exception of overlapping hours of operation or events. Concerns do exist regarding the spill over of vehicle parking to the private parking lots adjacent to the establishment, not authorized for use by patrons.

Planning Board Recommendation:

The Planning Board, at their November 11th, 2014 meeting, voted nine to one to recommend approval of the requested Waiver of Distance in accordance with the proposed site improvements and parking plan, with the following conditions:

1) The applicant meets the City parking requirements contained in 22-60, by providing payment in-lieu for the space deficiency, or secure shared parking agreements with neighboring property owners, ensuring hours of operation do not overlap and satisfactory legal evidence is presented to the city commission to confirm authorization of use; and

2) The applicant certifies that the parking lot lighting requirement (3 foot candle average) is met for the parking lot areas to be utilized in connection with the establishment.

The applicant has established preliminary parking agreements to utilize parking located at 701 Orange Avenue and 410 Avenue A, and upgrade site lighting, in conjunction with the establishment. The preliminary agreement with Common Ground Vineyard Church, to utilize their 34 parking spaces, has been terminated since the project was presented to the Planning Board.

The use of the City's Parking areas in conjunction with this establishment may necessitate the review and upgrade of lighting facilities to meet the minimum 3 foot candle average required by City Code.

Property Owner Response Summary:

A total of 32 notifications of the proposed Waiver of Distance were mailed to the owners of property located within 500 feet of the subject property. As of February 19, 2015, 0 responses have been received. An update will be provided to the City Commission at the meeting.

Staff Recommendation

The proposed establishment does not present immediate factors that adversely affect community health, safety or general welfare, generally meets the above-summarized criteria; therefore Staff recommends that the City Commission consider approval of the Waiver of Distance for a 4COP Alcoholic Beverage License for the proposed establishment in accordance with the proposed site improvements and parking plan, with the following conditions:

1) The applicant meets the City parking requirements securing shared parking agreements with neighboring property owners, ensuring hours of operation do not overlap, and providing satisfactory legal evidence to the city commission to confirm authorization of use prior to the release of Zoning Approval of the Alcoholic Beverage License or a Business Tax License; and

2) The applicant certifies that the parking lot lighting requirement (3 foot candle average) is met for the parking lot areas to be utilized in connection with the establishment prior to the release of Zoning Approval of the Alcoholic Beverage License.

City Commission Regular Meeting **Agenda Item # 13. c.**

Meeting Date: 10/17/2016

SUBJECT:

Discussion at the request of Commissioner Alexander regarding Jacquin & Sons complaint regarding building permit fee charged to Rocla Concrete Tie, Inc.

BACKGROUND:

TIMELINE:

Attachments

Presentation Issue 2
Back up Info 1
Back up info 2
Rocla's Submittal

Form Review

Form Started By: Linda Cox Started On: 10/12/2016 01:52 PM
Final Approval Date: 10/12/2016

- 2ND MATTER OF BUSINESS

Fort Pierce Code Section 5-1.140.4

Sec. 5-1.140.4 Appeals

Sec. 5-1.140.4.1 Decision of the Building Official. The owner of a building, structure or service system, or his duly authorized agent, may appeal a decision of the building official to the Construction Board of Adjustment and Appeals whenever any one of the following conditions are claimed to exist:

1. The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case.
4. The true intent and meaning of this code or any of the regulations there under have been misconstrued or incorrectly interpreted.

Request for Appeal dated 5/13/16

KIRWIN NORRIS

One Firm. One Focus.
Construction Law.

Douglas W. Ackerman, Esq.
15 West Church Street, Ste. 301
Orlando, FL 32801
P: 407-740-6600
F: 407-740-6363
dwa@kirwinnorris.com

May 13, 2016

VIA HAND DELIVERY

Construction Board of Adjustment and Appeals
c/o Fort Pierce Building Official
100 N U.S. 1
P.O. Box 1480
Fort Pierce, FL 34954

RECEIVED
MAY 13 2016
Building Department

RE: Paul Jacquin & Sons, Inc.
Project: ROCLA - 600 S. 3rd Street, Fort Pierce, Florida

To Whom It May Concern:

This law firm has the privilege of representing Paul Jacquin & Sons, Inc. I have reviewed the April 20, 2016 memo from Marc Meyers regarding ROCLA Concrete Tie, Inc. – Public Records Request Memo Dated 4.7.16. Paul Jacquin & Sons, Inc. is the general contractor for this project.

PLEASE ACCEPT THIS LETTER AS AN APPEAL of the calculated permit fees with regard to the ROCLA building per Section 109 –of the Building Code.

Here is the information required per your instructions:

1. The building is the ROCLA – 600 S. 3rd Street, Ft. Pierce Fl.
2. The legal interest of the Appellant is as General Contractor, permit holder, and agent of the fee simple owner of the property which is Florida East Coast Railway (FEC).
3. There is no specific "order" of which we are aware. The issue with the calculation of the permit fee evolved over a series of documents and negotiations. However, some of the applicable documents are attached hereto as Exhibit A.
4. The issues on which the Appellant wishes to be heard are the amount of the fee assessed, which Appellant thinks is far too much, and any attendant issues.
5. My signature is affixed below.

Finally, additionally enclosed is a check in the amount of $200.00, which sum represents the filing fee. Should you have any questions, please do not hesitate to contact me.

Sincerely Yours,

Douglas W. Ackerman

DWA:dmr

Taken from the Rocla Presentation at the 7/6/15 City Commission Meeting

Rocla – Ft. Pierce

ECONOMIC SUMMARY:

- **42** permanent/ skilled labor jobs.
- **57** construction jobs (six months).
- **$ 10,000,000** construction value.
- **$ 250,000** estimated annual taxes (total).
- **$ 65,000** estimated annual taxes (city portion).
- **$ 3,000** estimated annual stormwater fees.

Rocla®
Rocla Concrete Tie, Inc

Taken from the Rocla Presentation at the 7/6/15 City Commission Meeting

Rocla – Ft. Pierce

THE PROJECT WILL PROVIDE:

- **42** permanent/ skilled labor jobs.
- **57** construction jobs (six months).
- **$ 10,000,000** construction value.
- **$ 250,000** estimated annual taxes (total).
- **$ 65,000** estimated annual taxes (city portion).
- **$ 3,000** estimated annual stormwater fees.

Rocla Concrete Tie, Inc

Florida Building Code 2010 Section 101.2

CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1—SCOPE AND APPLICATION

SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the *Florida Building Code*, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, *alteration*, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. Reserved.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage,

Dictionary.com definitions appurtenances

appurtenance

/əˈpɜːtɪnəns/

noun

1. a secondary or less significant thing or part
2. (pl) accessories or equipment

CITE

Florida Building Code 2010 Section 109.2

paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical, or gas systems, has been paid.

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

Sec. 5-1.108.3 Building Permit Valuation. If, in the opinion of the building official, the claimed valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates, and/or bona fide signed contracts (excluding land value) to meet the approval of the building official. The value of new buildings shall be determined by using the most recent Building Valuation Data as compiled by the International Code Council (ICC) [semi-annually] using the Marshall Valuation Service, as published by the Marshall and Swift Publication Company, Los Angeles, California or on the contract price given by the applicant for the project, whichever is higher. (The data are only intended to be used for determining permit fees and is not intended to be used as an estimating guide.) For permitting purposes, valuation of buildings and systems shall be total replacement value to include structural, electric, plumbing, mechanical, interior finish, normal site work (excavation and backfill for buildings), architectural and design fees, marketing costs, overhead and profit; excluding only land value.

Fee schedule in Effect at time of Submittal

City of Fort Pierce
Building Department

In Effect at time of Submittal.

Permit Fees

Effective Date: **March 6, 2012**

**** Plan Review Fee Will be Due at Submittal****

(1)	New buildings and additions	Fee is based on multiplying the value of the building or addition by .010. Such value shall be determined by using the most recent Building Valuation Data for Florida as compiled by the International Code Council (ICC) using the Marshall Valuation Service, as published by the Marshall and Swift Publication Company, Los Angeles, California or on the contract price given by the applicant for the project, whichever is higher. (The data is only intended to be used for determining permit fees and is not intended to be used as an estimating guide.)
(2)	All other construction except as noted below:	Fee is based on multiplying the value of the work authorized by the permit by .010. The value is determined by the building official. The minimum fee is $75.00
(3)	Demolitions:	Base fee plus .010 of the value of the work authorized by the permit. Base Fees:
		$275.00 Residential
		$150.00 other Residential
		$500.00 Commercial
		$250.00 other Commercial
(4)	Special inspections after working hours:	Fee is $100.00 per/hour minimum two (2) hours
(5)	Re-inspections: First	Fee is Residential $50.00 Commercial $100.00
	Re-inspections: Second	Fee is Residential $75.00 Commercial $150.00
	Re-inspections: Third	Fee is Residential $100.00 Commercial $200.00
	Re-inspections: Fourth and thereafter	Fee is $250.00 for each inspection
(6)	Manufactured mobile homes:	Fee: New buildings and additions
(7)	Certificate of occupancy or certificate of completion	$50
(8)	Miscellaneous trade and construction permits including, but not limited to: **plumbing, **mechanical, **electrical, gas, remodeling, addition, fences, pools, sheds, signs, docks, etc., shall be on a valuation basis according to the following schedule: ** Also See item # 9 for flat fee permits.	
	Fee is based on multiplying the value of the work authorized by the permit by .010. The value is determined by the Building Official. The minimum fee is $75.00	
(9)	Flat Rated Permit Fees	Moving of structure $300.00 Temporary permit without inspection $20.00 Temporary permit with an inspection $75.00 Electrical Residential $100.00 Mechanical Residential - per unit $150.00 *Plumbing Residential $75.00 *water heater replacements & re-pipes only * this does not include "Insta Hots"
(10)	Generator Installation	Fee is based on multiplying the value of the work authorized by the permit by .010. The value is determined by the building official. The minimum fee is $75.00.** A

(11)	Building Code Surcharge Per section 468.631 & 553.721 FS	A total of 3% on all Plan Review and Permit Fees. Minimum fee of $4.00
(12)	Plan Review Fee: a plan review fee shall be paid, Separate from the building permit fee, to the building official at the time of submittal of the building permit application, Said plan review fee shall be figured as shown below. Fee based on total valuation. ** See item # 17 for revision fees ** See item #12 for single opening replacements in multi-family dwelling units	
	a. Fee Minimum	$75
		Multiply the value of work authorized by the permit by .003.
(13)	Plan Review for single opening replacement in a multi-family dwelling	When only 1 opening (window or door) is being replaced in a multi-family building or development of 10 units or more, only 1 plan review fee will be charged for a Florida product approval or Miami Dade Notice of aAcceptance. Each different PA/ NOA will have a separate plan review fee.
(14)	Work commencing prior to obtaining permit:	Double fee, figured by using twice the fee obtained by this article.
(15)	Stop work order:	$100.00 before any further work may commence.
(16)	Stocking Permit	Fee is $200.00
(17)	Appeal or variance request fee: Construction Board of Adjustments and Appeals	Fee is $200.00
(18)	Emergency Plan Review	$250.00 for the 1st hour …. $150.00 for every hour after that
(19)	Plan Review Fee (Revisions)	
	1st Re-Review	$100.00
	2nd & 3rd Re-Review	$50.00 per page
	4th and additional thereafter	1/3 of the building permit fee
(20)	Change of contractor	$50
	Subcontractor	$20
(21)	Research Fee - Lien/Permit Search	$20.00 per request
	Research Fee - Plan Search	Staff's Time plus copies
(22)	Research Copies	
	Permit Copy	$20.00 per card
	Copy of C.O. or C.C.	$20.00 per page
	Copy fee Letter/Legal	$.015 a page
	Color Copies	$.50 a page
	Plan Size Copies	$1.50 a page
	Copies on CD	$5.00 per CD
	Re-Stamping of Plans	$75.00 plus copies
(23)	Wind Mitigation	$100.00 per Inspection
(24)	Permit Extension	$100.00 per approved extension. Extension is valid for 30 days
(25)	Renewal Fees	$50.00 plus current cost of permit
(26)	Routing Fee	$10 per required department – excluding Bldg Dept – Due at submittal of each permit
(27)	Business Tax Inspection	$75.00 inspection

Note: Value of the work means the value of all labor, material, overhead, profit, etc. regardless of whether the labor or materials are donated or obtained at discounted rates. The building official shall make final determination. In the event the review fees do not reasonably and fairly reflect the actual value in specific instances, the Building Official shall possess discretion to waive or reduce a fee to more appropriately match the workload imposed by the permit. If there is a dispute regarding the fees charged, appeal may be made to the Construction Board of Adjustments and Appeals.

Fee Schedule in Effect at time of Submittal

In Effect at time of Submittal.

City of Fort Pierce
Building Department

Permit Fees

Effective Date: **March 6, 2012**

**** Plan Review Fee Will be Due at Submittal****

(1)	New buildings and additions	Fee is based on multiplying the value of the building or addition by .010. Such value shall be determined by using the most recent Building Valuation Data for Florida as compiled by the International Code Council (ICC) using the Marshall Valuation Service, as published by the Marshall and Swift Publication Company, Los Angeles, California or on the contract price given by the applicant for the project, whichever is higher. (The data is only intended to be used for determining permit fees and is not intended to be used as an estimating guide.)

Enlarged Portion of the fee schedule – New Construction

Fee Schedule in Effect at time of Submittal

Note: Value of the work means the value of all labor, material, overhead, profit, etc. regardless of whether the labor or materials are donated or obtained at discounted rates. The building official shall make final determination. In the event the review fees do not reasonably and fairly reflect the actual value in specific instances, the Building Official shall possess discretion to impose a fee which more appropriately matches the workload imposed by the permit. If there is a dispute regarding the fees charged, appeal may be made to the Construction Board of Adjustments and Appeals

Enlarged portion of Fee schedule - Disclaimer

Rocla Concrete Tie, Inc. Project
marc meyers to: Robert Bradshaw
Cc: paadmin, Eddie Becht

07/14/2015 04:04 PM

Gentlemen:

Per the attached unofficial minutes of the July 6, 2015, City Commission Meeting, it was stated that the new Rocla project will be a $10,000,000.00 facility. Two screen shots of Rocla's Power Point presentation indicating their $10 million construction value are also provided.

Per the attached building permit applications:

1) Site Work	$300,000.00
2) Office Building	$350,000.00
3) Main Manufacturing Building	$1,400,000.00
TOTAL	$2,050,000.00

Perhaps they have $8,000,000.00 in equipment inside the building? I will need that number prior to issuing a building permit, since our permit fees are based on valuation.

Rocla Documents.pdf

Respectfully,

Marc Meyers, CBO,CFM
Building Official
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
772-467-3187
mmeyers@city-ftpierce.com

City Commission Regular Meeting
Monday, July 6, 2015 - 6:30 p.m.
City Hall
City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

Agenda Item
10c. PUBLIC HEARINGS

Item 6.
Approve with conditions a final development plan (PD - Planned Development) submitted by the property owner, FEC RR, applicant, Rocla Concrete Tie, Inc., and representative Stephan Matthes of Culpepper & Terpening, Inc. for the development of an industrial concrete railroad tie manufacturing plant.

@ 44:32mins
Steph Matthes - presentation of Rocla Concrete Tie, Inc.
Rocla PowerPoint Titled, "THE PROJECT WILL PROVIDE:"

"The project will provide 42 permanent jobs, 57 construction jobs for six months; it is a ten million dollar construction value. The total estimated taxes annually are $250,000. The City's cut of that is $65,000 and they're also paying into the City Stormwater Fund, to the tune of 3,000 more dollars."

@ 52:17mins
Steph Matthes - presentation of Rocla Concrete Tie, Inc.
Rocla PowerPoint Titled, "ECONOMIC SUMMARY:"

"I think it's important, once again, to hit the Economic Summary. 42 jobs, 57 construction jobs, ten million dollars, quarter million dollars, $65,000 annual taxes to the City, average wages $44,000/year, annual wages gross $1.8million, 5-year direct economic impact of $20million."

@58:08mins
Com Becht
"I remembered what I had it mind. Did I understand you correctly, that your building plans are already filed with the City?"

Steph Matthes
"Yes."

Com Becht
Okay, and just so that there's no confusion later when somebody wants to challenge the value of those improvements, that's a $10 million dollar construction plan, right?"

Steph Matthes
"Yes it is."

Com Becht
"So, if it's built per those plans, it'll be a $10 million dollar facility?"

Steph Matthes
"Yes it will."

Com Becht
"Okay, alright. Thank you."

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

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

Permit # 15-1740

FBC ~~2010~~ 2014

2410-805-0005-000-1 / 2410-811-001-030-1

*Property Address 600 S 3rd Street *Date 7/6/15 *# of plans submitted ____ * # of CD's submitted ____

Parcel ID# _____ Phone # (720) 256-2617 Fax # (____)_____-_____

(Located on your tax bill) Email Address rcroley@roclatie.com Cell # (____)_____-_____

*Owner Name Rocla / FEC *Owner Address 1819 Denver West Drive, Suite 450 Lakewood CO, 80401

Type of permit Site Work *Valuation $ 300,000

*Description of Work Clearing and grubbing, building foundation pad area to be used for storage/staging area to be developed using washed granite, underground utility work including Water/Sewer, drainage, gas

Parking area
Driveways
Loading area

Architect: EDB Architects Phone(772) 569-4320 Fax (772) 569 - 9208

Email Address edbvero@bellsouth.net

Engineer: Culpepper & Terpening Phone(772) 464 - 3537 Fax (772) 464 - 9497

Email Address smatthes@ct-eng.com

***CONTRACTOR/APPLICANT INFORMATION:** City License # _____ State License # CGC060473

Company Name Paul Jacquin & Sons, Inc Qualifier Michael Jacquin

Address 7348 Commercial Circle City/State Fort Pierce, FL Zip 34951

Phone # (772)465 - 2475 Fax # (772) 466 - 2806 Cell # (____)_____-_____

Email Address nichole.kraum@pjsi.com

RECEIVED
JUL 06 2015
Building Department

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 St Lucie

Affirmed to and subscribed before me this 6th day of July, 2015, by Michael Jacquin

personally known to me or who has produced _____ as identification.

Notary Signature: _____

Notary (print name) Nichole Kraum

Notary Public State of Florida
Nichole Kraum
My Commission FF 187151
Expires 01/11/2018

Signature of Property Owner _____

State of Florida, County of _____

Affirmed to and subscribed before me this _____

20____, by _____

personally known to me or who has produced _____ as identification.

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

$3000 PF

$900 PL
$40 RT 7# 1492

Total Fees Due $ _____

Remarks _____

Reviewed by _____ Date _____ Building Official _____ Date _____

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

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

Permit # 15-1673
FBC 2010

2410-805-0005-000-1 / 2410-811-001-030-1

*Property Address 600 S 3rd Street *Date _____ *# of plans submitted ____ * # of CD's submitted ____

Parcel ID# _____ Phone # ((720) 256-2617 Fax # (____) _____-_____
(Located on your tax bill) Email Address rcroley@roclatie.com Cell # (____) _____-_____

*Owner Name Rocla *Owner Address 1819 Denver West Drive, Suite 450 Lakewood CO, 80401

Type of permit New Construction Building Permit *Valuation $ 1.4 Million

*Description of Work 17,000sf Manufacturing facility
pre engineered metal building with split faced CMU walls to approx 8' high

Architect: EDB Architects Phone(772) 569-4320 Fax (772) 569 - 9208

Email Address edbvero@bellsouth.net

Engineer: Culpepper & Terpening Phone(772) 464 - 3537 Fax (772) 464 - 9497

Email Address smatthes@ct-eng.com

*CONTRACTOR/APPLICANT INFORMATION: City License # _____ State License # CGC060473

Company Name Paul Jacquin & Sons, Inc Qualifier Michael Jacquin

Address 7348 Commercial Circle City/State Fort Pierce, FL Zip 34951

Phone # (772)465 - 2475 Fax # (772) 466 - 2806 Cell # (____) _____-_____

Email Address nichole.kraum@pjsi.com

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

Occupancy F-2 Construction Type II-B # of Units 1 # of Stories 1

Sq. Ft. Conditioned Space 0 Total Sq. Ft. 17,000

Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)

☐ Yes ☐ No

If Yes, the applicant must include certified elevation information on a FEMA NFIP Elevation Certificate.

I understand that no building may be occupied until a Certificate of Occupancy/Certificate of Completion has been issued after final inspection by the Building Department and full compliance with the building code, city and state ordinances and other applicable rules and regulations. I am also verifying that all sets of plans submitted are identical.

Signature of Applicant _____

State of Florida, County of St Lucie

Affirmed to and subscribed before me this 29th Day of June, 2015, by Michael Jacquin personally known to me or who has produced as identification. _____

Notary Signature: _____

Notary (print name) Nichole Kraum

Signature of Property Owner _____

State of Florida, County of _____

Affirmed to and subscribed before me this _____

20____, by _____

personally known to me or who has produced as identification. _____

Notary Signature: _____

Notary (print name) _____

Notary Public State of Florida
Nichole Kraum
My Commission FF 187451
Expires 07/16/2018

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 PC $200- / 4230-
BP 30-

Total Fees Due $ _____

Remarks _____

Reviewed by _____ Date _____ Building Official _____ Date _____

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

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

Permit # 15-1674

FBC 2010

2410-805-0005-000-1 / 2410-811-001-030-1

*Property Address 600 S 3rd Street *Date _____ *# of plans submitted ____ * # of CD's submitted ____

Parcel ID# _____ Phone # ((720) 256-2617 Fax # (____) _____-_____

(Located on your tax bill) Email Address rcroley@roclatie.com Cell # (____) _____-_____

*Owner Name Rocla *Owner Address 1819 Denver West Drive, Suite 450 Lakewood CO, 80401

Type of permit New Construction Building Permit *Valuation $ 350,000

*Description of Work 2700sf office building adjacent

pre engineered metal building with split faced CMU walls to approx 8' high

Architect: EDB Architects Phone(772) 569-4320 Fax (772) 569 - 9208

Email Address edbvero@bellsouth.net

Engineer: Culpepper & Terpening Phone(772) 464 - 3537 Fax (772) 464 - 9497

Email Address smatthes@ct-eng.com

*CONTRACTOR/APPLICANT INFORMATION: City License # _____ State License # CGC060473

Company Name Paul Jacquin & Sons, Inc Qualifier Michael Jacquin

Address 7348 Commercial Circle City/State Fort Pierce, FL Zip 34951

Phone # (772)465 - 2475 Fax # (772) 466 - 2806 Cell # (____) _____-_____

Email Address nichole.kraum@pjsi.com

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

Occupancy B Business Construction Type V-B # of Units 1 # of Stories 1

Sq. Ft. Conditioned Space 2700 Total Sq. Ft. 2700

Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)

☐ Yes ☒ No

If Yes, the applicant must include certified elevation information on a FEMA NFIP Elevation Certificate.

I understand that no building may be occupied until a Certificate of Occupancy/Certificate of Completion has been issued after final inspection by the Building Department and full compliance with the building code, city and state ordinances and other applicable rules and regulations. I am also verifying that all sets of plans submitted are identical.

Signature of Applicant _____

State of Florida, County of St Lucie

Affirmed to and subscribed before me this 29th Day of June, 2015, by Michael Jacquin personally known to me or who has produced as identification. _____

Notary Signature: _____

Notary (print name) Nichole Kraum

Signature of Property Owner _____

State of Florida, County of _____

Affirmed to and subscribed before me this _____ 20____, by _____ personally known to me or who has produced as identification. _____

Notary Signature: _____

Notary (print name) _____

Notary Public State of Florida Nichole Kraum My Commission FF 187151 Exp. 5/12/2018

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.

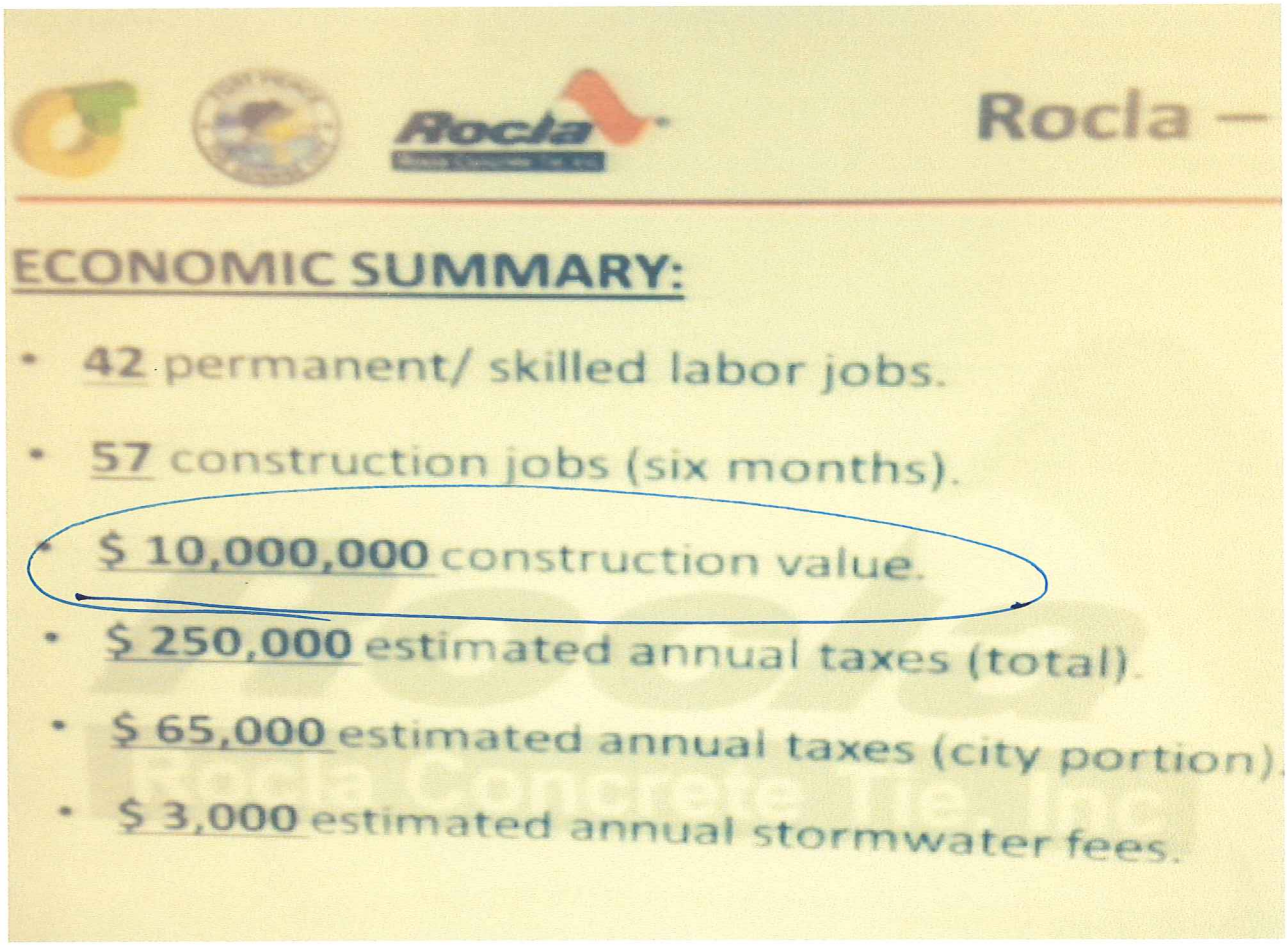
OFFICE USE ONLY

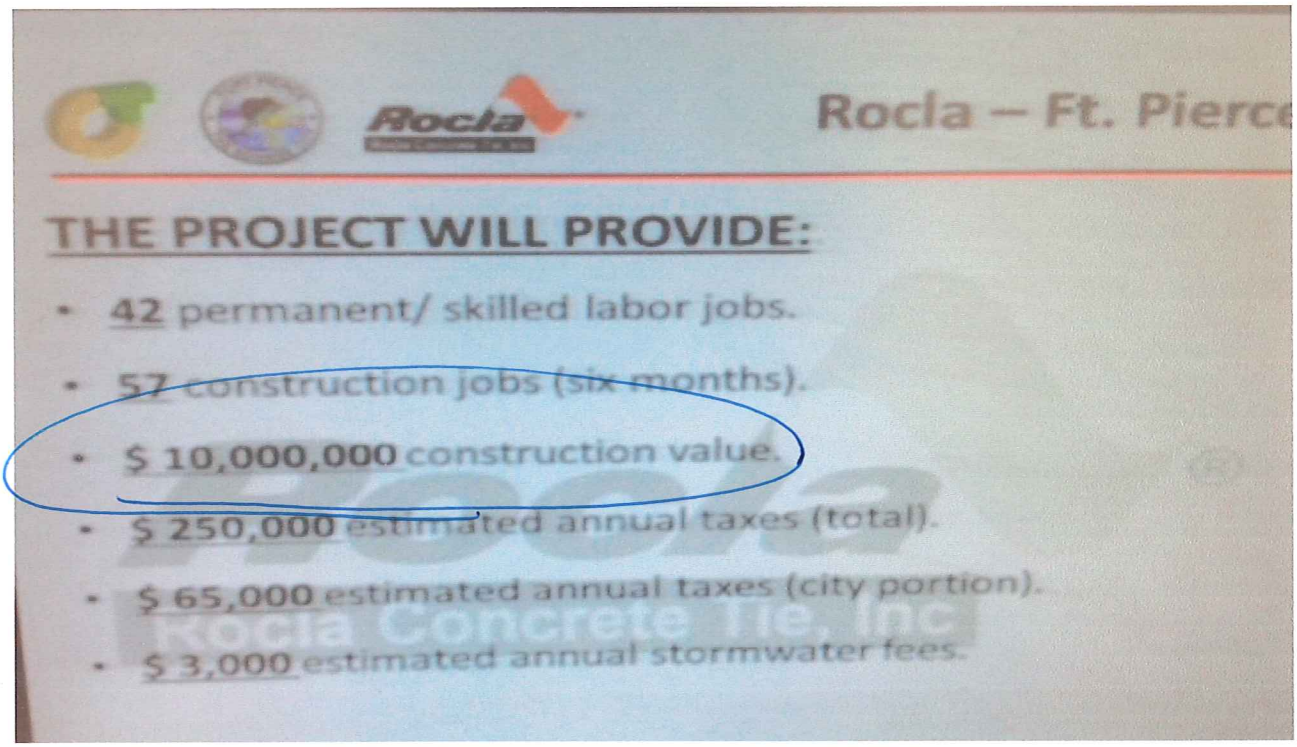
FEES: * See the break Down Fee Sheet PL 1050-71080-RT 30- CK# 101200

Total Fees Due $ _____

Remarks _____

Reviewed by _____ Date _____ Building Official _____ Date _____


Rocla –
ECONOMIC SUMMARY:
• 42 permanent/ skilled labor jobs.
• 57 construction jobs (six months).
• $ 10,000,000 construction value.
• $ 250,000 estimated annual taxes (total).
• $ 65,000 estimated annual taxes (city portion).
• $ 3,000 estimated annual stormwater fees.


Rocla – Ft. Pierce
THE PROJECT WILL PROVIDE:
• 42 permanent/ skilled labor jobs.
• 57 construction jobs (six months).
• $ 10,000,000 construction value.
• $ 250,000 estimated annual taxes (total).
• $ 65,000 estimated annual taxes (city portion).
• $ 3,000 estimated annual stormwater fees.

FW: Commissioner Becht verbatim <Watchdog: Virus checked>
Ed Becht
to:
'Robert Bradshaw (rbradshaw@city-ftpierce.com)' , NMimms@City-FtPierce.Com, Marc Meyers (mmeyers@city-ftpierce.com)
07/15/2015 10:29 AM
Cc:
'Stef Matthes', Michael Jacquin , "Kori Benton <KBenton@City-FtPierce.Com/ (KBenton@City-FtPierce.Com)", "'Dennis Murphy (dmurphy@ct-eng.com)'"
Hide Details
From: Ed Becht <EdBecht@bechtlaw.com>
To: "'Robert Bradshaw (rbradshaw@city-ftpierce.com)'" <rbradshaw@city-ftpierce.com>, "NMimms@City-FtPierce.Com" <NMimms@City-FtPierce.Com>, "Marc Meyers (mmeyers@city-ftpierce.com)" <mmeyers@city-ftpierce.com>
Cc: 'Stef Matthes' <smatthes@ct-eng.com>, Michael Jacquin <michael.jacquin@pjsi.com>, "Kori Benton <KBenton@City-FtPierce.Com> (KBenton@City-FtPierce.Com)" <KBenton@City-FtPierce.Com>, "'Dennis Murphy (dmurphy@ct-eng.com)'" <dmurphy@ct-eng.com>

Robert,

In light of this exchange at the Public Hearing, I am unable to comprehend how the building plans were submitted with a stated value of less than $2,000,000.00. The applicant needs to address the discrepancy in taxable value before the Second Reading. The discussion from Day One with me was that the taxable value would be $10,000,000.00, and therefore the current millage rate would generate roughly $66,000.00 per year. Based on the Construction plans, and any reasonable value for the roughly 8 acres of land and total square footage of building in those plans, we are looking at substantially less than $66,000.00 per year in revenue to the General Fund. If the total is $3,000,000.00 in taxable value (a rough guess), then we are looking at roughly one third the claimed revenue to the General Fund and less to the FPRA. That would be Game Changer for me.

Is there anything in print from the applicant regarding the estimated value?

I will not accept any phone calls today from the applicant or its team (they really do not want to talk to me today), and they can address this discrepancy in writing so that I can request that the Commission add that writing to the Conditional Use as an additional condition.

I feel misled, and I am not happy today.

Regards,

Ed

Edward W. Becht, Esq.

Edward W. Becht, P.A.
321 South Second Street (34950)
Post Office Box 2746
Fort Pierce, FL 34954
Telephone No.: 772-465-5500
edbecht@bechtlaw.com

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his/her agent, and is intended to be confidential and for the use of the individual(s) or entity named above. This email transmission may also be for the purpose of rendering legal advice and is thereby privileged. If the reader of this message is not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copy of this transmission is strictly prohibited. If you received this email transmission in error, please immediately notify us by telephone and reply to the original email transmission sender at the above email address. Thank you.

From: Linda Cox [mailto:LCox@City-FtPierce.Com]
Sent: Wednesday, July 15, 2015 10:12 AM
To: Ed Becht
Subject: Fw: Commissioner Becht verbatim <Watchdog: Virus checked>

Linda Cox, City Clerk
772-467-3052 office
Sent from IBM Notes Traveler
*** * * * * LEGAL DISCLAIMER * * * * ***
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*** * * * * LEGAL DISCLAIMER (autocreated by iQ.Suite Trailer) * * * * ***

Linda Cox --- Fw: Commissioner Becht verbatim <Watchdog: Virus checked> ---

From: "Linda Cox" <LCox@City-FtPierce.Com>
To: "Eddie Becht" <EddieBecht@city-ftpierce.com>
Cc: "" <ebecht@city-ftpierce.com>
Date: Mon, Jul 13, 2015 2:39 PM
Subject: Fw: Commissioner Becht verbatim <Watchdog: Virus checked>

See a brief transcript below of the meeting as you requested from part 1 of item 10 C beginning at the time 58.10 mark. Please let me know if you want this expanded beyond this small window.

Linda W. Cox, MBA
City Clerk
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34954-1480

Direct: (772) 467-3052
Fax (772) 467-3841
www.CityofFortPierce.com

----- Forwarded by Linda Cox/cfp on 07/13/2015 02:34 PM -----

From: Allison Martin/cfp
To: Linda Cox/cfp@cfp
Date: 07/13/2015 02:29 PM
Subject: Commissioner Becht verbatim <Watchdog: Virus checked>

Commissioner Becht remembered what he wanted to ask Mr. Matthes, "did he understand correctly that they, the building plans, are already filed with the City? Mr. Matthes responded with a simple yes. Just so there is no confusion later when somebody wants to challenge the value of those improvements, that is a $10,000,000 construction plan, right? Mr. Matthes responded that yes, it is. So, if it is built per those plans it will be a $10,000,000 facility. Mr. Matthes confirmed that yes, it will.

Allison Martin

Licensing and Permit Clerk

City Clerk's Office

City of Fort Pierce, FL

772 467-3066 dir line

772 467-3841 fax

RE: Commissioner Becht verbatim <Watchdog: Virus checked>
Michael Jacquin
to:
Ed Becht, 'Robert Bradshaw (rbradshaw@city-ftpierce.com)', NMimms@City-FtPierce.Com, Marc Meyers (mmeyers@city-ftpierce.com)
07/15/2015 11:12 AM
Cc:
'Stef Matthes', "Kori Benton <KBenton@City-FtPierce.Com/ (KBenton@City-FtPierce.Com)", "'Dennis Murphy (dmurphy@ct-eng.com)'" , Rusty Croley, Dana Head
Hide Details
From: Michael Jacquin <michael.jacquin@pjsi.com> Sort List...
To: Ed Becht <EdBecht@bechtlaw.com>, "'Robert Bradshaw (rbradshaw@city-ftpierce.com)'" <rbradshaw@city-ftpierce.com>, "NMimms@City-FtPierce.Com" <NMimms@City-FtPierce.Com>, "Marc Meyers (mmeyers@city-ftpierce.com)" <mmeyers@city-ftpierce.com>
Cc: 'Stef Matthes' <smatthes@ct-eng.com>, "Kori Benton <KBenton@City-FtPierce.Com> (KBenton@City-FtPierce.Com)" <KBenton@City-FtPierce.Com>, "'Dennis Murphy (dmurphy@ct-eng.com)'" <dmurphy@ct-eng.com>, Rusty Croley <rcroley@Roclatie.com>, Dana Head <dhead@roclatie.com>

Hi All

I have responded to Mr. Becht directly. Basically going to need a couple days to pull information together in regards to Project Cost / Taxable items

Sorry for the confusion and be in touch soon.

Sincerely,

Michael Jacquin
President
Jacquin & Sons Construction
www.pjsi.com
<*)))))><{
Mail Address
P.O. Box 4343
Fort Pierce, FL. 34948
(772) 465-2475 Office
CGC 060473

From: Ed Becht [mailto:EdBecht@bechtlaw.com]
Sent: Wednesday, July 15, 2015 10:29 AM
To: 'Robert Bradshaw (rbradshaw@city-ftpierce.com)'; NMimms@City-FtPierce.Com; Marc Meyers (mmeyers@city-ftpierce.com)

Cc: 'Stef Matthes'; Michael Jacquin; Kori Benton <KBenton@City-FtPierce.Com> (KBenton@City-FtPierce.Com); 'Dennis Murphy (dmurphy@ct-eng.com)'
Subject: FW: Commissioner Becht verbatim <Watchdog: Virus checked>

Robert,

In light of this exchange at the Public Hearing, I am unable to comprehend how the building plans were submitted with a stated value of less than $2,000,000.00. The applicant needs to address the discrepancy in taxable value before the Second Reading. The discussion from Day One with me was that the taxable value would be $10,000,000.00, and therefore the current millage rate would generate roughly $66,000.00 per year. Based on the Construction plans, and any reasonable value for the roughly 8 acres of land and total square footage of building in those plans, we are looking at substantially less than $66,000.00 per year in revenue to the General Fund. If the total is $3,000,000.00 in taxable value (a rough guess), then we are looking at roughly one third the claimed revenue to the General Fund and less to the FPRA. That would be Game Changer for me.

Is there anything in print from the applicant regarding the estimated value?

I will not accept any phone calls today from the applicant or its team (they really do not want to talk to me today), and they can address this discrepancy in writing so that I can request that the Commission add that writing to the Conditional Use as an additional condition.

I feel misled, and I am not happy today.

Regards,

Ed

Edward W. Becht, Esq.

Edward W. Becht, P.A.
321 South Second Street (34950)
Post Office Box 2746
Fort Pierce, FL 34954
Telephone No.: 772-465-5500
edbecht@bechtlaw.com

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From: Linda Cox [mailto:LCox@City-FtPierce.Com]
Sent: Wednesday, July 15, 2015 10:12 AM
To: Ed Becht
Subject: Fw: Commissioner Becht verbatim <Watchdog: Virus checked>

Linda Cox, City Clerk

772-467-3052 office
Sent from IBM Notes Traveler
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Linda Cox --- Fw: Commissioner Becht verbatim <Watchdog: Virus checked> ---

From: "Linda Cox" <LCox@City-FtPierce.Com>
To: "Eddie Becht" <EddieBecht@city-ftpierce.com>
Cc: "" <ebecht@city-ftpierce.com>
Date: Mon, Jul 13, 2015 2:39 PM
Subject: Fw: Commissioner Becht verbatim <Watchdog: Virus checked>

See a brief transcript below of the meeting as you requested from part 1 of item 10 C beginning at the time 58.10 mark. Please let me know if you want this expanded beyond this small window.

Linda W. Cox, MBA
City Clerk
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34954-1480
Direct: (772) 467-3052
Fax (772) 467-3841
www.CityofFortPierce.com

----- Forwarded by Linda Cox/cfp on 07/13/2015 02:34 PM -----

From: Allison Martin/cfp
To: Linda Cox/cfp@cfp
Date: 07/13/2015 02:29 PM

Subject:Commissioner Becht verbatim <Watchdog: Virus checked>

Commissioner Becht remembered what he wanted to ask Mr. Matthes, "did he understand correctly that they, the building plans, are already filed with the City? Mr. Matthes responded with a simple yes. Just so there is no confusion later when somebody wants to challenge the value of those improvements, that is a $10,000,000 construction plan, right? Mr. Matthes responded that yes, it is. So, if it is built per those plans it will be a $10,000,000 facility. Mr. Matthes confirmed that yes, it will.

Allison Martin

Licensing and Permit Clerk

City Clerk's Office

City of Fort Pierce, FL

772 467-3066 dir line

772 467-3841 fax

KIRWIN NORRIS

One Firm. One Focus.
Construction Law.

Douglas W. Ackerman
Kirwin Norris
15 West Church Street, Ste. 301
Orlando, FL 32801
P: 407-740-6600
F: 407-740-6363
Email: dwa@kirwinnorris.com

August 18, 2016

RECEIVED
AUG 19 2016
Building Department

VIA FEDERAL EXPRESS

Ms. Karen Murphy
City of Fort Pierce – Construction Board of Adjustments and Appeals
100 N. US Highway 1
Fort Pierce, Florida 34950

RE: In re building permit fee dispute brought by Jacquin & Sons as agent for the Fee Simple Owner

Dear Ms. Murphy:

In connection with the August 25, 2016 Construction Board of Adjustments and Appeals Hearing, and in conjunction with the suggestion in the rules that some evidence be submitted before the hearing for disbursement to the Board, enclosed please find our preliminary submissions. Of course, we may have additional evidence to be admitted at the hearing.

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

Sincerely Yours,

Douglas W. Ackerman

DWA/dmr
Enclosure

IN THE CITY OF FT. PIERCE
CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

IN RE: JACQUIN & SONS AS AGENT OF FEE SIMPLE OWNER
BUILDING PERMIT FEE APPEAL

_____/

PETITIONER'S INDEX OF DOCUMENTS

1. City of Fort Pierce Building Department Permit Fees Effective Date March 6, 2012 with receipts
2. International Code Council Building Valuation Data – June 2016
3. Standard Form of Agreement between Owner (Rocla Concrete Tie, Inc.) and Construction Manager (Paul Jacquin & Sons, Inc.) dated 2/7/15
4. Amendment No. 1 to Agreement dated 5/1/2015
5. Amendment No. 2 to Agreement dated 6/24/15
6. Amendment No. 3 to Agreement dated 8/7/15
7. Contract dated November 5, 2013 between St. Lucie County and Paul Jacquin & Sons, Inc
8. Photo of St. Lucie County Recyclables Processing Facility dated 9/22/14
9. Photo PA240066 of inside of Processing Facility (pile of recyclables)
10. Photo PA240070 of inside of Processing Facility (conveyor)
11. City of Fort Pierce Building Department Building Permit No. 1400000025 for $32,964.00
12. City of Fort Pierce Building Department Building Permit No. 1400000025 for $3,033.00
13. Memo from Marc Meyers to Michael Jacquin dated August 26, 2015 with March 6, 2012 Permit Fees attached
14. Jacquin & Sons Subcontract Agreement between Paul Jacquin & Sons, Inc. and Tommy Hawkins & Sons, Inc. dated September 11, 2015 in the amount of $572,555.00
15. Jacquin & Sons Subcontract Agreement between Paul Jacquin & Sons, Inc. and Gary Roberts Nursery & Landscape, Inc. dated January 28, 2016 in the amount of $71,511.00

City of Fort Pierce
Building Department
Permit Fees

Effective Date: **March 6, 2012**

**** Plan Review Fee Will be Due at Submittal****

(1)	New buildings and additions	Fee is based on multiplying the value of the building or addition by .010. Such value shall be determined by using the most recent Building Valuation Data for Florida as compiled by the International Code Council (ICC) using the Marshall Valuation Service, as published by the Marshall and Swift Publication Company, Los Angeles, California or on the contract price given by the applicant for the project, whichever is higher. (The data is only intended to be used for determining permit fees and is not intended to be used asan estimating guide.)
(2)	All other construction except as noted below:	Fee is based on multiplying the value of the work authorized by the permit by .010. The value is determined by the building official. The minimum fee is $75.00
(3)	Demolitions:	Base fee plus .010 of the value of the work authorized by the permit. Base Fees:
		$275.00 Residential
		$150.00 other Residential
		$500.00 Commercial
		$250.00 other Commercial
(4)	Special inspections after working hours:	Fee is $100.00 per/hour minimum two (2) hours
(5)	Re-inspections: First	Fee is Residential $50.00 Commercial $100.00
	Re-inspections: Second	Fee is Residential $75.00 Commercial $150.00
	Re-inspections: Third	Fee is Residential $100.00 Commercial $200.00
	Re-inspections: Fourth and thereafter	Fee is $250.00 for each inspection
(6)	Manufactured mobile homes:	Fee: New buildings and additions
(7)	Certificate of occupancy or certificate of completion	$50
(8)	Miscellaneous trade and construction permits including, but not limited to: **plumbing, **mechanical, **electrical, gas, remodeling, addition, fences, pools, sheds, signs, docks, etc, shall be on a valuation basis according to the following schedule: ** Also See item # 9 for flat fee permits.	
	Fee is based on multiplying the value of the work authorized by the permit by .010. The value is determined by the Building Official. The minimum fee is $75.00	
(9)	Flat Rated Permit Fees	Moving of structure $300.00 Temporary permit without inspection $20.00 Temporary permit with an inspection $75.00 Electrical Residential $100.00 Mechanical Residential - per unit $150.00 *Plumbing Residential $75.00 *water heater replacements & re-pipes only * this does not include "Insta Hots"
(10)	Generator Installation	Fee is based on multiplying the value of the work authorized by the permit by .010. The value is determined by the building official The minimum fee is $75.00.** A separate permit shall be required for LP/Gas connection

PREPARED 8/25/15, 14:02:46 PAYMENT DUE
CITY OF FT PIERCE BLDG & CODE DIVISION PROGRAM BP820L

APPLICATION NUMBER: 15-00001673 600 S 3RD ST

FEE DESCRIPTION	AMOUNT DUE
CO FEE	50.00
CITY STORMWATER	4696.04
FIRE/EMS - ALL OTHER	901.80
ROAD IMPACT FEES	13783.30
CNTY LAW ENF - ALL OTHER	869.40
CITY TRN MANUFACTURING	4007.27
CNTY PUBLIC BLDG - ALL	1162.65
BUILDING PERMIT	79000.00
*PLAN CHECK FEE	19500.00
CITY GB MANUFACTURING	2241.55
SURCHARGE OTHER THAN	3081.00
CITY SW MANUFACTURING	2676.29
TOTAL DUE	131969.30

Please present this receipt to the cashier with full payment.

PREPARED 8/25/15, 14:03:02 PAYMENT DUE
CITY OF FT PIERCE BLDG & CODE DIVISION PROGRAM BP820L

APPLICATION NUMBER: 15-00001674 600 S 3RD ST

FEE DESCRIPTION	AMOUNT DUE
CO FEE	50.00
CITY TRN OFFICE	2695.76
CITY STORMWATER	108.00
FIRE/EMS - ALL OTHER	901.80
ROAD IMPACT FEES	7438.50
CITY GB OFFICE	1020.06
CITY SW OFFICE	235.04
CNTY LAW ENF - ALL OTHER	869.40
CNTY PUBLIC BLDG - ALL	815.40
BUILDING PERMIT	4000.00
*PLAN CHECK FEE	150.00
SURCHARGE OTHER THAN	156.00
TOTAL DUE	18439.96

Please present this receipt to the cashier with full payment.

INTERNATIONAL CODE COUNCIL

People Helping People Build a Safer World

Building Valuation Data – June 2016

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. Please be advised that the BVD is normally updated at six-month intervals, but the BVD normally provided in February was delayed. The next BVD will be issued in August, per our normal schedule. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2015 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget x (\%)}}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a $300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is $30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300{,}000 \times 75\%}{\$30{,}000{,}000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

Permit Fee = Gross Area x Square Foot Construction Cost
X Permit Fee Multiplier

Example

Type of Construction: IIB
Area: 1st story = 8,000 sq. ft.
2nd story = 8,000 sq. ft.
Height: 2 stories
Permit Fee Multiplier = 0.0075
Use Group: B

1. Gross area:
   Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
   B/IIB = $160.26/sq. ft. Permit Fee:
   Business = 16,000 sq. ft. x $160.26/sq. ft x 0.0075
   = $19,231

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs [a, b, c, d]

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	226.92	219.10	213.80	205.04	192.95	187.36	198.56	176.18	169.73
A-1 Assembly, theaters, without stage	207.97	200.15	194.85	186.09	174.15	168.55	179.61	157.38	150.92
A-2 Assembly, nightclubs	177.89	172.85	168.07	161.49	151.98	147.78	155.80	137.68	132.99
A-2 Assembly, restaurants, bars, banquet halls	176.89	171.85	166.07	160.49	149.98	146.78	154.80	135.68	131.99
A-3 Assembly, churches	209.94	202.13	196.83	188.07	176.32	170.72	181.59	159.54	153.09
A-3 Assembly, general, community halls, libraries, museums	175.12	167.31	161.01	153.25	140.50	135.90	146.77	123.72	118.27
A-4 Assembly, arenas	206.97	199.15	192.85	185.09	172.15	167.55	178.61	155.38	149.92
B Business	181.12	174.43	168.67	160.26	146.18	140.70	153.97	128.34	122.72
E Educational	192.29	185.47	180.15	172.12	160.72	152.55	166.18	140.46	136.18
F-1 Factory and industrial, moderate hazard	108.98	103.99	97.83	94.17	84.37	80.56	90.16	69.50	65.44
F-2 Factory and industrial, low hazard	107.98	102.99	97.83	93.17	84.37	79.56	89.16	69.50	64.44
H-1 High Hazard, explosives	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	N.P.
H234 High Hazard	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	58.67
H-5 HPM	181.12	174.43	168.67	160.26	146.18	140.70	153.97	128.34	122.72
I-1 Institutional, supervised environment	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
I-2 Institutional, hospitals	304.80	298.11	292.36	283.95	268.92	N.P.	277.65	251.09	N.P.
I-2 Institutional, nursing homes	211.20	204.51	198.75	190.34	177.26	N.P.	184.05	159.42	N.P.
I-3 Institutional, restrained	206.08	199.38	193.63	185.22	172.62	166.14	178.93	154.78	147.16
I-4 Institutional, day care facilities	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
M Mercantile	132.61	127.57	121.79	116.21	106.35	103.15	110.52	92.05	88.36
R-1 Residential, hotels	182.28	175.70	170.83	162.68	150.87	146.84	162.68	135.49	131.23
R-2 Residential, multiple family	152.86	146.27	141.41	133.25	122.04	118.01	133.25	106.66	102.41
R-3 Residential, one- and two-family	143.93	139.97	136.51	132.83	127.95	124.61	130.57	119.73	112.65
R-4 Residential, care/assisted living facilities	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
S-1 Storage, moderate hazard	101.01	96.02	89.86	86.20	76.60	72.79	82.19	61.73	57.67
S-2 Storage, low hazard	100.01	95.02	89.86	85.20	76.60	71.79	81.19	61.73	56.67
U Utility, miscellaneous	77.82	73.48	69.04	65.52	59.23	55.31	62.58	46.83	44.63

a. Private Garages use Utility, miscellaneous
b. Unfinished basements (all use group) = $15.00 per sq. ft.
c. For shell only buildings deduct 20 percent
d. N.P. = not permitted

Rocla Permit

Admin Offices
2625 SF
Occupancy Group - B Business
Construction Type V-B unprotected

Manufacturing Building
16,100 SF
Occupancy Group: Factory Industrial F-2
Construction type: II-B low hazard

Admin Permit

ICC

Permit fee

2625 SF
$122.72 Cost Per SF
= 322,140.00
× .010 Permit Fee
$3,221.40

Manufacturing

Permit fee

16,100 SF
$93.17 Cost Per SF
= 1,500037.00
× .010 Permit Fee
$15,000 37

AS MODIFIED HEREIN

AIA Document A121/CMc and AGC Document 565

Standard Form of Agreement Between Owner and Construction Manager

where the Construction Manager is also
THE CONSTRUCTOR

1991 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITHANATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA DocumentA201, General Conditions of the Contract for Construction, is referred to herein. This Agreement requires modification if other general conditions are utilized.

AGREEMENT

made as of the Twelfth day of November in the year of Two Thousand Fourteen
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

Rocla Concrete Tie, Inc.
1819 Denver West Drive Suite 450
Lakewood, CO 80401

and the Construction Manager:
Name and address)

Paul Jacquin & Sons, Inc.
P.O. Box 4343
Fort Pierce, FL 34948

The Project is:
(Name, address and brief description)

Rocla Ft Pierce Crosstie Factory
3rd Street, Ft Pierce, FL.

The Architect is:
(Name and Address)

TBD

The Owner and Construction Manager agree as set forth below.

Portions of this document are derived from AIA Document A111, Standard Form of Agreement Between the Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee, copyright 1920, 1925, 1951, 1958, 1961, 1963, 1967, 1974, 1978, ©1987 by The American Institute of Architects; other portions are derived from AGC Document 500, ©1980 by The Associated General Contractors of America. **Material in this document differing from that found in AIA Document A111 and AGC Document 500 is copyrighted ©1991** by The American Institute of Architects and The Associated General Contractors of America. Reproduction of the material herein or substantial quotation of its provisions without written permission of AIA and AGC violates the copyright laws of the United States and **will subject the violator to legal prosecution.**

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AIA DOCUMENT A121/CMc and AGC DOCUMENT 565 • OWNER-CONSTRUCTION MANAGER AGREEMENT • 1991 EDITION
AIA' • ©1991 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, D.C. 20006-5292
AGC' • ©1991 • THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, 333 JOHN CARLYLE STREET, SUITE 200,ALEXANDRIA, VA 22314 - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER WHERE THE CONSTRUCTION MANAGER IS ALSO THE CONSTRUCTOR

ARTICLE 1

GENERAL PROVISIONS

RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS

For the Construction Phase, the General Conditions of the Contract shall be the 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, AIA Document A201 shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in AIA Document A201 shall mean the Construction Manager.

ARTICLE 2

CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Paragraphs 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently.

2.1 PRECONSTRUCTION PHASE

2.1.1 PRELIMINARY EVALUATION

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

2.1.2 CONSULTATION

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

2.1.3 PRELIMINARY PROJECT SCHEDULE

When Project requirements described in Subparagraph 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

2.1.4 PHASED CONSTRUCTION

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and **materials, and provisions for temporary facilities.**

2.1.5 PRELIMINARY COST ESTIMATES

2.1.5.1 When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2.1.5.2 When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

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2.1.5.3 When Design Development Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

2.1.5.4 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

2.1.6 SUBCONTRACTORS AND SUPPLIERS

The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject

2.1.7 LONG-LEAD TIME ITEMS

The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead time items.

2.1.8 EXTENT OF RESPONSIBILITY

The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing.

2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The Construction Manger shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1 When the Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

2.2.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.3 The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Subparagraph 2.2.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

.1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
.2 A list of allowances and a statement of their basis.
.3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
.4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the Guaranteed Maximum Price.
.5 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis or both.

2.2.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

2.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance

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of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

2.2.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.2.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner,Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed upon assumptions and clarifications.

2.2.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.

2.3 CONSTRUCTION PHASE

2.3.1 GENERAL

2.3.1.1 The Construction Phase shall commence on the earlier of:

(1) The Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or

(2) the Owner's first authorization to the Construction Manager to:

(a) award a subcontract, or

(b) undertake construction Work with the Construction Manager's own forces, or

(c) issue a purchase order for materials or equipment required for the Work.

2.3.2 ADMINISTRATION

2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the Guaranteed Maximum Price has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraph 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

2.3.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

2.3.2.5 Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with Paragraph 3.10 of AIA Document A201, including the Owner's occupancy requirements.

2.3.2.6 The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

2.3.2.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

2.4 PROFESSIONAL SERVICES

The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.

2.5 UNSAFE MATERIALS

In addition to the provisions of Paragraph 10.1 in AIA Document A201, if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Construction

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Manager and Architect shall then proceed in the same manner described in Subparagraph 10.1.2 of AIA DocumentA201. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and Architect have no reasonable objection.

ARTICLE 3

OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The Owner, upon written request from the Construction Manager, shall furnish evidence of Project financing prior to the start of the Construction Phase and from time to time thereafter as the Construction Manager may request. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work.

3.1.3 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Clauses 3.1.4.1 through 3.1.4.4, except to the extent that the Construction Manager knows of any inaccuracy.

3.1.4.1 Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.

3.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.1.4.3 The services of geotechnical engineers when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluation of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.1.4.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

3.1.4.5 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE

The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

3.3 ARCHITECT

The Owner shall retain an Architect to provide the Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the edition of AIA Document B141 current as of the date of this Agreement. The Owner shall authorize and cause the Architect to provide those Additional Services described in AIA Document B141 requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Paragraph 3.1.

ARTICLE 4
COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

4.1 COMPENSATION

4.1.1 For the services described in Paragraphs 2.1 and 2.2 the Construction Manager's compensation shall be calculated as follows:
(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursable cost items as applicable.)

Pre-construction is at the interpretation of Paul Jacquin & Sons, Inc. Cost of services is as follows: 1/2% of project cost plus reimbursement of reproduction of plans, specifications, etc.

4.1.2 Compensation for Preconstruction Phase services shall be equitably adjusted if such services extend beyond 90 days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

4.1.3 If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS

4.2.1 Payments shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

4.2.2 Payments are due and payable Twenty (20) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION

5.1.1 For the Construction Manager's performance of the Work as described in Paragraph 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:
(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Construction Manager's Fee, and explain how the Construction Manager's Fee is to be adjusted for changes in the Work.)

Cost of work (including General Conditions, direct expenses, subcontractor costs, bond cost -if required and all material costs) plus 10% Construction Manager Fee.

5.2 GUARANTEED MAXIMUM PRICE

5.3.2 The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

5.3 CHANGES IN THE WORK

5.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods listed in Subparagraph 7.3.3 of AIA Document A201.

5.3.2 In calculating adjustments to subcontractors (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Clause 7.3.3.3 of AIA Document A201 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Subparagraph 7.3.6 of AIA Document A201 shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

5.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201 shall mean the Cost of the Work as defined in Article 6 of this Agreement and the terms "and a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Subparagraph 5.1.1 of this Agreement.

5.3.4 If no specific provision is made in Subparagraph 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Subparagraph 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the fee established for the original Work.

ARTICLE 6

COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

6.1.2 LABOR COSTS

.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.

.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's agreement.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified below.)

.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Clauses 6.1.2.1 through 6.1.2.3.

6.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

.2 Costs of materials described in the preceding Clause 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

.1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.

.3 Costs of removal of debris from the site.

.4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

.5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

6.1.6 MISCELLANEOUS COSTS

.1 That portion directly attributable to this Contract of premiums for insurance and bonds.
(If charges for self insurance are to be included, specify the basis of reimbursement.)

.2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.

.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

.4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Clause 6.1.8.2.

.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Subparagraph 3.17.1 of AIA Document A201 or other provisions of the Contract Documents.

.6 Data processing costs related to the Work.

.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

.8 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

.9 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

6.1.7 OTHER COSTS

.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Subparagraph 6.1.1 which are incurred by the Construction Manager:

.1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.3 of AIA Document A201.

.2 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

6.1.9 The costs described in Subparagraphs 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of AIA Document A201 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Paragraph 6.2.

6.2 COSTS NOT TO BE REIMBURSED

6.2.1 The Cost of the Work shall not include:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Clauses 6.1.2.2 and 6.1.2.3.

.2 Expenses of the Construction Manager's principal office and offices other than the site office except as specifically provided in Paragraph 6.1.

.3 Overhead and general expenses, except as may be expressly included in Paragraph 6.1.

.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

.5 Rental costs of machinery and equipment, except as specifically provided in Subparagraph 6.1.5.2.

.6 Except as provided in Clause 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

.7 Costs incurred in the performance of Preconstruction Phase services.

.8 Except as provided in Clause 6.1.7.1, any cost not specifically and expressly described in Paragraph 6.1.

.9 Costs which would cause the Guaranteed Maximum Price to be exceeded.

6.3 DISCOUNTS, REBATES AND REFUNDS

6.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

6.3.2 Amounts which accrue to the Owner in accordance with the provisions of Subparagraph 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 7

CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS

7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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7.1.3 Provided an Application for Payment is received by the Architect not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Construction Manager not later than the tenth (10th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment I shall be made by the Owner not later than fourteen (14) days after the Architect receives the Application for Payment.

7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

7.1.5 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

7.1.6 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of AIA Document A201, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

.3 Add the Construction Manager's Fee, less retainage of Ten percent (10%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Subparagraph 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Subparagraph, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

.4 Subtract the aggregate of previous payments made by the Owner.

.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Subparagraph 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.

.6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201.

7.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than Ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually I acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10 **In** taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

7.2 FINAL PAYMENT

7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Subparagraph 12.2.2 of AIA Document A201, and to satisfy other requirements, if any, which necessarily survive filial payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction

Manager and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

7.2.2 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee; but not more than the Guaranteed Maximum Price.
.2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as pro vided in Subparagraph 9.5.1 of AIA Document A201 or other provisions of the Contract Documents.
.3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

ARTICLE 8

INSURANCE AND BONDS

8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Paragraph 11.1 of AIA Document A201. Such insurance shall be written for not less than the following limits, or greater if required by law:

8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by State and Federal laws. If (1) limits in excess of those required by statute are to be provided or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products Completed Operations, Contractual Liability, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

General Liability each occurrences $1,000,000
General aggregate $2,000,000
Products-comp/of aggregate $1,000,000
Automobile Liability Combined single limit $1,000,000
Garage Liability Auto only-ea accident $1,000,000
Other than auto only: ea acc. $1,000,000
Other than auto only: $1,000,000

.1 The policy shall be endorsed to have the General Aggregate apply to this Project only.

.2 Products and Completed Operations insurance shall be maintained for a minimum period of at least One (1) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.

.3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201 under Paragraph 3.18.

8.1.3 Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:

$ N/A Each Accident

8.1.4 Other coverage:

(If Umbrella Excess Liability coverage is required over the primary insurance or retention, insert the coverage limits. Commercial General Liability and Automobile Liability limits may be attained by individual policies or by a combination of primary policies and Umbrella and/or Excess liability policies.)

8.2 INSURANCE REQUIRED OF THE OWNER

During both phases of the Project, the Owner shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in Paragraphs 11.2 and 11.3 of AIA Document A201. Such insurance shall be written for not less than the following limits, or greater if required by law:

8.2.1 Property insurance: **By Owner**

$ Deductible Per Occurrence

$ Aggregate Deductible

8.2.2 Boiler and Machinery insurance with a limit of

$.

(If not a blanket policy, list the objects to be insured.) **By Owner**

8.3 PERFORMANCE BOND AND PAYMENT BOND

8.3.1 The Construction Manager Shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Construction Manager's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to One hundred percent (100 %) of the Contract Sum.

8.3.2 The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION FOR THE PRECONSTRUCTION PHASE

9.1.1 Claims, disputes or other matters in question between the parties to this Agreement which arise prior to the commencement of the Construction Phase or which relate solely to the Preconstruction Phase services of the Construction Manager or to the Owner's obligations to the Construction Manager during the Preconstruction Phase, shall be resolved by mediation or by arbitration.

9.1.2 Any mediation conducted pursuant to this Paragraph 9.1 shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Any demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.1.3 Any claim, dispute or other matter in question not resolved by mediation shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

9.1.4 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration may be made concurrently with a demand for mediation and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.1.5 No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific refer-

ence to the Agreement and signed by the Architect, Owner, Construction Manager and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Construction Manager, a separate contractor as described in Article 6 of AIA Document A201 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner or Construction Manager or a separate contractor as described in Article 6 of AIA Document A201 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute agreement to arbitration of a dispute not described in such consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

9.1.6 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

9.2 DISPUTE RESOLUTION FOR THE CONSTRUCTION PHASE

9.2.1 Any other claim, dispute or other matter in question arising out of or related to this Agreement or breach thereof shall be settled in accordance with Article 4 of AIA Document A201, except that in addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any mediation arising under this Paragraph shall be conducted in accordance with the provisions of Subparagraphs 9.1.2 and 9.1.3.

9.3 OTHER PROVISIONS

9.3.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction.

9.3.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only be written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.3.3 OWNERSHIP AND USE OF DOCUMENTS

The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Architect. The Construction Manager, Subcontractors, Sub-contractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

9.3.4 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

9.3.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10

TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

10.1.1 Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Subparagraph 14.1.1 of AIA Document A201.

10.1.2 If the Owner terminates this Contract pursuant to Paragraph 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Construction Phase services in the amount of 50% of the compensation set forth in Subparagraph 5.1.1.

10.1.3 If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Subparagraph 10.1.2, be paid an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager.

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

.3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

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The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Clause 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in Article 14 of AIA Document A201. If the Owner terminates this Agreement after commencement of the Construction Phase, the Contractor shall be paid the balance of the Contractor's Construction Manager compensation as set forth in Subparagraph 5.1.1.

10.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Subparagraph 14.1.2 of AIA DocumentA201 shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Subparagraphs 10.1.2 and 10.1.3 of this Agreement.

10.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Subparagraph 14.1.2 of AIA Document A201 shall not exceed the amount the Construction Manager would be entitled to receive under Subparagraphs 10.1.2 or 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Subparagraph 14.3.2 of AIA Document A201 except that the term "cost of performance of the Contract" in that Subparagraph shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in Subparagraphs 5.1.1 and 5.3.4 of this Agreement.

ARTICLE 11
OTHER CONDITIONS AND SERVICES

This Agreement entered into as of the day and year first written above.

OWNER:
By:
Date: 2/4/15
ATTEST:

CONSTRUCTION MANAGER:
By:
Date: 2/4/15
ATTEST:

AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Paragraph 2.2 of the Agreement, dated _____ between _Rocla Concrete Tie_____ *(Owner)* and _Paul Jacquin & Sons, Inc._____ *(Construction Manager)*, for _Rocla Ft. Pierce Crosstie Factory_____ *(the Project)*, the Owner and Construction Manager 1 establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE 1

GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is _Fifty-eight thousand five hundred fifty six_____ Dollars ($ _58,556.00_____). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages ___1___ through ___1___, dated ___5-1-15_____.

Exhibit B Allowance items, pages _____1_____ through ___1_____, dated ___5-1-15_____.

Exhibit C Assumptions and clarifications made in preparing the Guaranteed Maximum Price, pages _____1_____ through ___2_____, dated ___5-1-15_____.

Exhibit D Completion schedule, pages _____ through _____, dated _____.

Exhibit E Alternate prices, pages _____ through _____, dated _____.

Exhibit F Unit prices, pages _____ Through _____, dated _____.

ARTICLE 11

CONTRACT TIME

The date of Substantial Completion established by this Amendment is:

OWNER:

By: Rusty Croley

Date: 5/4/15

ATTEST:

CONSTRUCTION MANAGER:

By: Michael Jacquin

Date: 5-1-15

ATTEST:

A1 21ICMC
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AMENDMENT NO. 2 TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Paragraph 2.2 of the Agreement, dated 6-24-15 between Rocla Concrete Tie (*Owner*) and Paul Jacquin & Sons, Inc. (*Construction Manager*), for Rocla Ft Pierce Crosstie Factory (*the Project*), the Owner and Construction Manager 1 establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below

ARTICLE 1

GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is six thousand six hundred twenty eight Dollars ($ 6,628.00). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages 1 through 1 , dated

Exhibit B Allowance items, pages 1 through 1 , dated 6-24-15

Exhibit C Assumptions and clarifications made in preparing the Guaranteed Maximum Price, pages 1 through 2 , dated

Exhibit D Completion schedule, pages through , dated

Exhibit E Alternate prices, pages through , dated

Exhibit F Unit prices, pages Through , dated

ARTICLE 11

CONTRACT TIME

The date of Substantial Completion established by this Amendment is

OWNER:

By: Rusty Croley

Date:

ATTEST:

CONSTRUCTION MANAGER:

By: Michael Jacquin

Date: 6/24/15

ATTEST:

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AMENDMENT NO. 3 TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Paragraph 2.2 of the Agreement, dated _8-6-2015_____ between _Rocla Concrete Tie_____ *(Owner)* and _Paul Jacquin & Sons, Inc._____ *(Construction Manager)*, for _Rocla Ft. Pierce Crosstie Factory_____ *(the Project)*, the Owner and Construction Manager 1 establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE 1

GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is _three million one hundred forty one thousand one hundred seventy four dollars and one cent_____ Dollars and one cent ($ 3,141,174.01_____ _____). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages ____1____ through____3____, dated __7-24-15_____.

Exhibit B - GMP Breakdown, pages _____1_____ through__5_____, dated ___8-6-15_____.

Exhibit C Assumptions and clarifications made in preparing the Guaranteed Maximum Price, pages_____1_____ through__3_____, dated ___8-6-15_____.

Exhibit D - General Conditions & Staffing, pages _____1_____ through___3_____, dated _____8-6-15_____.

ExhibitE Alternate prices,pages_____ through _____,dated _____.

Exhibit F Unit prices, pages _____ Through _____, dated _____.

ARTICLE 11

CONTRACT TIME

The date of Substantial Completion established by this Amendment is:

OWNER:

By:_Rusty Croley_____

Date:_____08/07/15_____

ATTEST: _____

CONSTRUCTION MANAGER:

By:_Michael Jacquin_____

Date: _____8/7/15_____

ATTEST:_____

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C13-11-493

CONTRACT

THIS CONTRACT, made this 5th day of November, 2013, between **ST. LUCIE COUNTY,** a political subdivision of the State of Florida, hereinafter called the "COUNTY", and **PAUL JACQUIN & SONS, INC.,** their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR".

WITNESSETH:

1. PURPOSE

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. GENERAL DESCRIPTION OF WORK

It is agreed that the Work to be done under this Contract is: Recyclables Processing Facility as further described in St. Lucie County Bid No. 13-067, made a part hereof by this reference.

3. PROJECT MANAGER

The Project Manager for the County is Ron Roberts at (772) 462-6406. The Project Manager for the Contractor is Jared Modine at (772) 465-2475.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor, as soon as possible after the award of the contract, but prior to the Notice-to-Proceed, shall furnish in writing to the County's Project manager the name and qualifications of the Project Manager who will be in charge of the project, along with the Project Manager's cell phone/direct connect number. The County's Project Manager may reply within fourteen (14) days to the contractor in writing stating whether he/she has an objection to the proposed Project Manager or requires additional time for review. The failure of the County's Project Manager to make objection to the Contractor's Project Manager within the fourteen (14) days of receipt shall constitute an acceptance of such Project Manager.

The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent.

The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell/direction connect number at all hours. The Contractor shall give sufficient superintendence to the work using his best skill and attention.

At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. CONTRACT DOCUMENTS

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 17 inclusive.

B. Contractor's Bid and Bid Bonds, consisting of 23 pages.

C. Bid Documents dated September, 2013, as prepared by CDM Smith, Inc. and listed on the Table of Contents

D. Plans No. G-1 through E-7, inclusive, dated September, 2013 as prepared by CDM Smith, Inc. and listed on the Exhibit "A"

E. Addenda No. 01 to 03, inclusive.

F. Recorded Public Construction Bond in a form acceptable to the County, which shall be provided to the County by the Contractor, along with the return of an executed copy of this Contract. The Contractor shall be responsible for recording the Public Construction Bond.

G. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.

H. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. PERFORMANCE GUARANTY

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including

final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. TIME OF PERFORMANCE/DELAYS AND EXTENSIONS OF TIME

The Contractor shall begin work within **10** (ten) calendar days after the signing, execution and delivery of written notice to proceed after all building permits are issued so long as the Contractor's acts or actions do not contribute in whole or in part as to any delay in the issuance of the permits, otherwise, the notice to proceed will be the Date of Commencement, and shall guarantee partial utilization on or before **150** (one hundred fifty) calendar days from the date of notice to proceed, substantial completion of the Contract on or before **180** (one hundred eighty) calendar days from the date of notice to proceed and total completion of the Contract on or before **245** (two hundred forty-five) calendar days from the date of the notice to proceed. Commencement of the Work by the Contractor shall be deemed a waiver of this notice. The Work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the Work within the time limit set forth in the Contract. In the event the construction schedule as set forth in the Contract documents is changed, the Contractor shall notify the County, in writing, of the change in schedule. Such schedule change shall not, however, extend the time for completion unless approved by the County in writing.

In the sole opinion of the County, should the organization of the Contractor, or its management, or the manner of carrying on the Work be manifestly incompetent, or inadequate to do the Work specified within the stated time, then the County shall have the right to take charge of the Work and finish it and provide the labor, materials and equipment necessary to complete the Work as planned within the required time and to charge the cost of all such Work against the Contractor and his, or its Surety shall be held responsible therefore. The Contractor fully understands and agrees that the County shall not pay for any obligation incurred or expenditure made by the Contractor prior to the effective date of the notice to proceed described above, unless the County authorizes such payment in writing.

As the Contractor's sole and exclusive remedy for delay, the County may grant an extension of the contract time, when a critical item of Work is delayed by any factors contemplated or not contemplated at the time of the bid. Such extension of time may be allowed for delays occurring during the contract time period or authorized extension of the contract time. All claims for extension of time shall be made in writing to the County. Claims for delay due to inclement weather (i.e., beyond the 10 year mean average) shall be made by the 10th day of the month following the month of the delay. All other claims shall be made no more than twenty (20) days after the commencement of the delay. Claims made beyond these time limits shall be null and void. Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of a continuing cause of delay only one (1) claim is necessary. Normal working weeks are based on a five (5) day week. All authorized extensions of time shall only be done by Change Order.

7. DELAY DAMAGES

It is mutually agreed between the parties hereto that time is of the essence in the performance of this Contract. In the event the construction of the Work is not completed within the time herein specified the County will suffer damages, the amount of which is difficult if not impossible to ascertain. It is agreed, therefore, that from the compensation otherwise to be paid to the Contractor, the County may retain the sum of **$800.00** (eight hundred and 00/100 dollars) per calendar day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted. This sum shall represent liquidated damages which the County will have sustained per calendar day from the inconvenience and expense caused to the County by the delay in the completion of the Work. This sum is not a penalty, being the liquidated damages the County will have sustained in event of such default by the Contractor. The County reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the County for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

8. CONTRACT PAYMENT

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to adjustment by change order, the total amount in current funds being: **NOT TO EXCEED $2,399,500.00** (two million three hundred ninety-nine thousand five hundred and 00/100 dollars) as follows:

Base Bid Item No. 1	$ 50,000.00
Base Bid Item No. 2	$ 400,000.00
Base Bid Item No. 3	$1,924,500.00
Base Bid Item No. 4	$ 25,000.00 (Not to exceed Contingency Allowance)
Base Bid Item No. 5	$ 0.00
Total Contract	**$2,399,500.00 Not to Exceed**

Contingency Definition - Contingency shall only be paid in the event change orders are needed and approved by St. Lucie County for unforeseen work in conformance with this contract. There is no guarantee, if any, of the total amount to be spent from the Contingency.

In accordance with Section 218.72(1), Florida Statutes, the Agent, being the Project Architect, Project Engineer or other agency, employee, or person acting on behalf of the County who is required to review invoices or payment requests submitted on this Project, and to which the Contractor shall submit its payment requests or invoices, shall be as follows:

Mr. Kevin N. Vann, P.E.
CDM Smith, Inc.
1701 Highway A-1-A, Suite 301
Vero Beach, Florida 32963

9 PAYMENT SCHEDULE

The County shall make payments on account of the Contract as follows:

Once each month progress payments shall be made during the process of construction in amounts not to exceed ninety percent (90%) of the amount due on the Contract on the basis of Work completed as certified by the Contractor and approved by the County's designated employee or Agent, as set forth above, Pursuant to Sections 218.72 (7) and (8), Florida Statutes, payment application or payment requests must be made in the form provided for in the Bid Documents and shall be fully executed and notarized. Contractor shall submit a proper payment application to the County's Project Manager by the 25th day of each month. The application shall be for the dollar amount of the Work complete on the last day preceding the submission of the application. If an Agent must approve the payment request or invoice prior to submission to the County, then Payment to the Contractor shall be due within 25 business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), Florida Statutes. The Contractor may send the County an overdue notice and if the payment request or invoice is not rejected within four (4) business days after delivery of the overdue notice, the payment or invoice is deemed accepted, except for any portion deemed fraudulent or misleading. If no Agent is required to approve the payment request or invoice prior to submission to the County, then payment is due within 20 business days after the date on which payment request or invoice is stamped as received in accordance with Section 218.74(1), Florida Statutes.

The County may reject the payment request or invoice in writing within 20 business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), Florida Statutes, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made 10 business days after the date the corrected payment request or invoice is stamped as received as provided in Section 218.74(1), Florida Statutes. All applications for payment submitted by the Contractor shall reference the County's Contract number. The parties agree that any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act, Sections 217.70-80, Florida Statutes.

If a dispute between the County and the Contractor cannot be resolved by the procedure in this subsection, then the dispute must be resolved in accordance with the dispute resolution procedure setforth in Subsection 32 of this Contract. If the County disputes a portion of the payment request or invoice, then the undisputed portion shall be paid timely in accordance with this subsection.

As a part of this Contract, if the Contractor receives payment then the Contractor must remit undisputed payment due to subcontractors and suppliers within 10 days after contractor's receipt of payment. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within 7 days after subcontractor's receipt of payment.

Prior to final payment, a consultant evaluation form must be completed by the County's Project Manager. Additionally, all Releases of Liens must be submitted and, if applicable, a written certification of the project engineer that the project has been completed per plans and specs must be presented to the Board of County Commissioners for final acceptance. Prior to final payment or any progress payment, the County may require that a Consent of Surety be provided.

10. PUNCHLIST PROCEDURES

Further to Section 218.735(7), Florida Statutes, Punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

1. There shall be the development of a single checklist of items required to render complete, satisfactory, and acceptable, the construction services purchased by the County. Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, Contractor shall schedule a walkthrough with St. Lucie County ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the Contractor, based upon observations made jointly between the Contractor and St. Lucie County during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the Contractor's timely initiation of a request for the IW. At its option, St. Lucie County may conduct the IW with its Field Inspector.

2. Contractor shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.

3. No later than fifteen (15) days following the scheduled IW, Contractor shall again initiate and request a second walkthrough of the Project with St. Lucie County. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the Contractor's performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint single Final Punchlist.

4. The intent of this section is for St. Lucie County and the Contractor to cooperate to develop a single Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract. The Final Punchlist shall be delivered to the Contractor within five (5) days of its development.

5. In no event may the Contractor request payment of final retainage under Section 218.735(7)(d), Florida Statutes, until the Contractor considers the Final Punchlist to be 100% complete.

6. Contractor agrees to complete the single Final Punchlist items within thirty (30) days of the date of its issuance by St. Lucie County.

7. Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) St. Lucie County has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.

8. Contractor acknowledges and agrees that St. Lucie County may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such St. Lucie County generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by St. Lucie County during performance of the Work.

9. Contractor acknowledges and agrees that St. Lucie County shall determine whether an item on the Final Punchlist is completed and shall calculate 150% of the value of the completion of the item to withhold if an item is incomplete. Contractor acknowledges and agrees that in calculating 150% of the amount which may be withheld by St. Lucie County as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Section 218.735(7)(d), Florida Statutes, St. Lucie County may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

11. REDUCTION OF RETAINAGE PROCEDURES

Contractor may request a reduction of retainage as provided for by Florida Statute §218.735(7)(8). The term "Fifty Percent Completion" as contained in Florida Statute §218.735(7)(8)(b) shall be defined as follows, in lieu of any other definition:

> "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

12. DEFINITION OF SUBSTANTIAL COMPLETION

For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes §218.70 and §218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:

> "Substantial Completion" is defined as that point where St. Lucie County is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that St. Lucie County is able to utilize the entire Project for its intended purposes, including but not

limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibit "___".

13. SUBCONTRACTORS

In the event Contractor requires the services of any contractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such contractor or professional associate. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within 7 days after subcontractor's receipt of payment. See Section 218.735(6), Florida Statutes.

14. APPRENTICESHIP REQUIREMENTS

Twenty percent (20%) of laborers on this project working in specialties for which there are apprentice programs registered with the County shall be apprentices. Such apprentices shall be students in certified State of Florida Pre-Apprenticeship/Apprenticeship Programs which are located in St. Lucie, Martin, Indian River or Okeechobee Counties and which are registered with the County. A County-registered apprenticeship program is one which has registered with the County and provided the required documentation, including but not limited to, proof of certification as an apprenticeship program with the State of Florida and proof of having educational facilities physically located in St. Lucie, Martin, Indian River or Okeechobee Counties. Failure to meet the terms of the apprenticeship requirements may result in the Contractor being found in breach of this Contract and subject to possible monetary sanctions.

15. AUDIT

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

16. PUBLIC RECORDS

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

17. GUARANTEE

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall by made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

18. CONTRACTOR RESPONSIBILITY

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's

property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

19. INDEMNITY

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

20. INSPECTION

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

21. PUBLIC CONSTRUCTION BOND

The Contractor shall, upon execution and return of this Contract to the County, furnish to the County a public construction bond using the attached for or incorporating all of the terms and conditions set forth in the form and covering the faithful performance of this Contract and the payment of all obligations arising hereunder in the amount of one hundred percent (100%) of the Contract amount. The liability of the Contractor and its surety or sureties for the faithful performance of this Contract and the payment of all obligations arising hereunder is joint and several. The Contractor shall record the public construction in the Official Records for St. Lucie County and provide the County with a copy of the recorded bond.

The public construction required hereunder shall meet the following minimum standards:

A. The surety issuing the bond must be licensed to do business in the State of Florida, hold a certificate of authorization to write surety s in the State, hold a currently valid certificate of authority issued by the United States Department of the Treasury, and otherwise be in compliance with the provisions of the Florida Insurance Code.

B. The attorney-in-fact must provide a certified copy of his or her power of attorney to sign the bond.

C. The name, address and telephone number of the surety and its agent must be listed on the bond.

D. For contracts up to $499,999.99 the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the bid is issued for the Work, otherwise the surety shall have the following minimum ratings:

Contract Amount	Best Key Rating
$500,000 to $2,499,999.99	Class XII A or better
Over $2,500,000	Class XIV or better

E. The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

22. INSURANCE

Each such General Liability Certificate shall include the following wording: "**St. Lucie County BOCC, its officers, agents and employees are named as additional insured's with respect to the work performed under this contract for the Recyclables Processing Facility, Bid No. 13-067**".

Commercial General Liability:

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) limits of not less than $1,000,000 per occurrence; and 2) a general, per contract/project, aggregate limit of not less than $2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

Business Automobile Liability:

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for

limits of not less than $1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

Workers' Compensation and Employers Liability:

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

23. DEFAULT; TERMINATION

A. FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

(1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.

(3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.

(4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the

Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. WITHOUT CAUSE

The County may terminate the Contract without cause at any time upon thirty 30 calendar days prior written notice to the Contractor. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims as set forth above and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed as determined by the Engineer of Record and the County through the termination date. In the event of termination by the Contractor, without cause, the following shall apply: (1) all bonds shall remain fully in force and effect as to all labor materials and services provided through the date of termination without cause: and (2) the County shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the Work, or to negotiate with the number two bidder under the original bid. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance, shall remain in full force and effect for the portion of the Work completed by the Contractor through the date of termination without cause and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

24. NON DISCRIMINATION

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

25. VERIFICATION OF EMPLOYMENT STATUS

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of

unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

26. PRODUCTS OR MATERIALS WITH RECYCLED CONTENT

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

a) Is not available within a reasonable period of time; or

b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

27. FLORIDA PRODUCED LUMBER

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

28. ASBESTOS-FREE MATERIALS

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

29. ASSIGNMENT

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

30. NOTICES

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by

messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As to Contractor:
Paul Jacquin & Sons, Inc.
7348 Commercial Circle
Ft. Pierce, Florida 34951
Phone: (772) 465-2475
Fax: (772) 466-2806

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

31. NON-WAIVER

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

32. CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes (2013) and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

33. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

34. MEDIATION

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

35. INTERPRETATION; VENUE

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

36. ANTITRUST ASSIGNMENT

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

WITNESSES:

(1) _____

(2) _____

PAUL JACQUIN & SONS, INC

BY: _____

PRINT NAME: MICHAEL JACQUIN

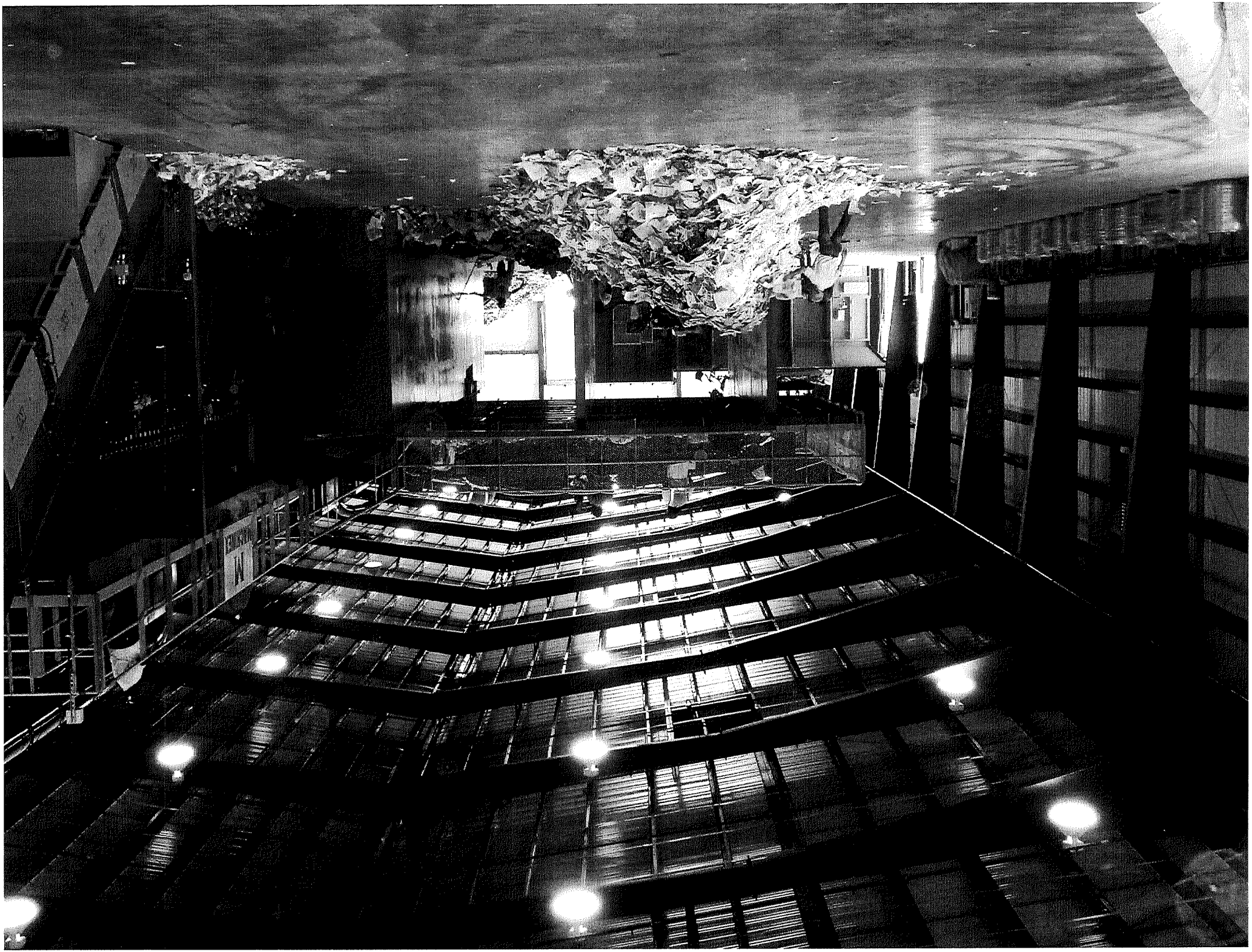
TITLE: PRESIDENT

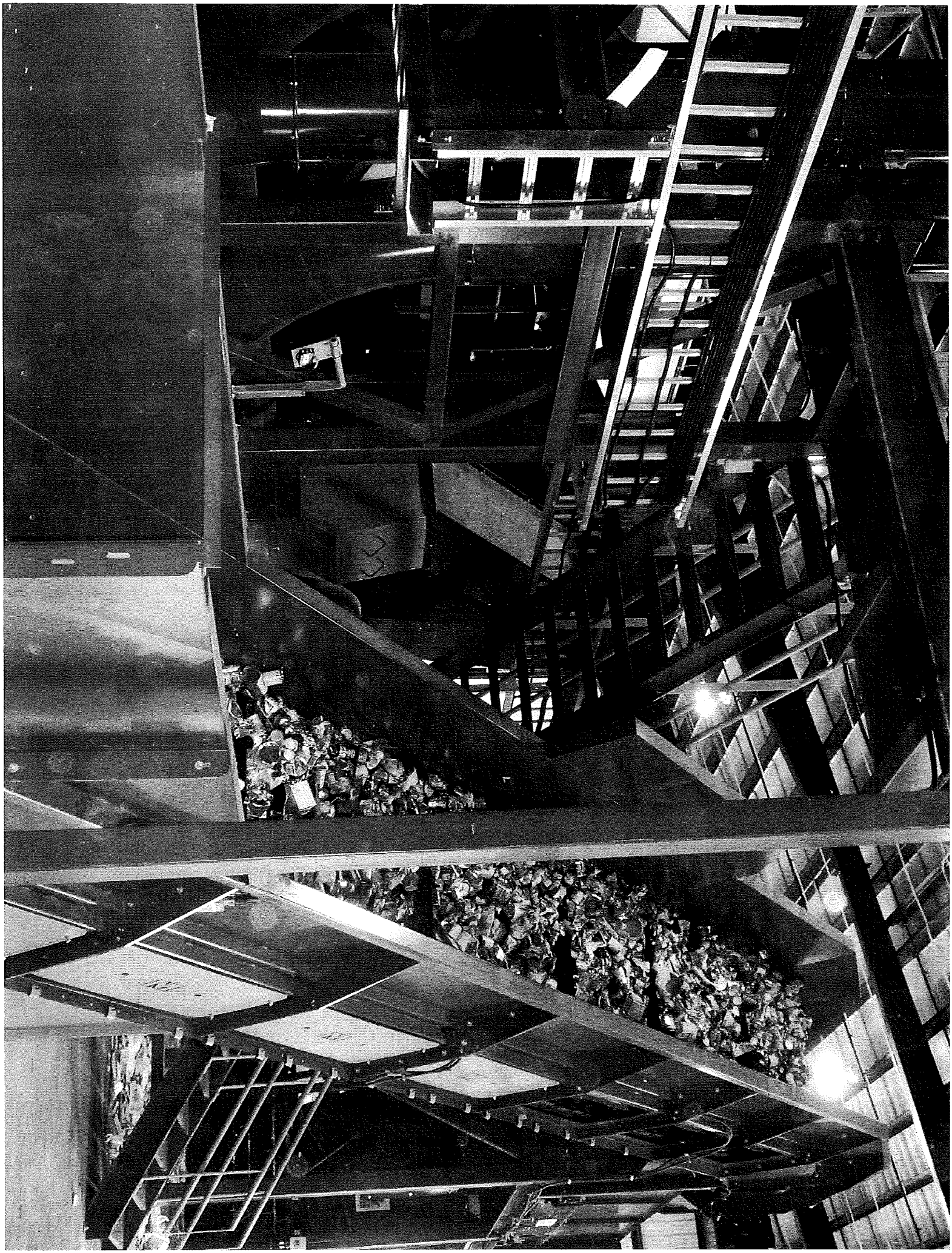


Jacquin & Sons
Paul CONSTRUCTION Inc.
772-465-2475 CGC 060473

St Lucie County Recyclables
Processing Facility

Print #140922288
Date: 09/22/14
Lat/Lon: 27.382615 -80.391670
Order No. 57554
Aerial Photography, Inc. 954-568-0184





"FAILURE TO COMPLY WITH THE MECHANICS' LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR BUILDING IMPROVEMENTS"

CITY OF FORT PIERCE
BUILDING DEPARTMENT
100 North US 1
Post Office Box 1480
Fort Pierce, FL. 34954
Phone: (772) 467-3000

Date Applied: 1/02/14

Prepared by: KIM

Date issued: 4/02/14

Permit Type: BUILDING PERMIT

Permit No. 1400000025 2

Township	Range	Section	Subdivision	Lot			Structure #/Sequence
2	3	35	441	0001	00	0 7	000 000

Property Address	Zoning	Reviewed by
6120 GLADES CUT-OFF RD	U	MM

Subdivision Name	Legal Address
	35/36 35 39 FROM SE COR SEC 35

Owner's Name/Address/Telephone	Contractor's Name/Address/License/Telephone
ST LUCIE COUNTY 2300 VIRGINIA AVE 34982	PAUL JACQUIN & SONS, INC 7348 COMMERCIAL CIRCLE 34951 772 465-2475

Additional Description	Sub Contractor

Construction	BFE	FFE	FLZ

Occupancy	Sq. Ft.	Valuation	Improvements
		3,296,310	COMMERCIAL

Schedule of Fees

$38,157.59

PERMIT FEE	32,964.00		
OTHER FEES:			
TYPE- CO FEE	~~50~~ 50.00	PAID	.00
TYPE- EMERGENCY PLAN PER HOUR	~~300.00~~	PAID	150.00
TYPE- EMERGENCY PLAN 1ST HOUR	~~250.00~~	PAID	250.00
TYPE- PLAN REVISION 2ND & 3RD T	~~1,200.00~~	PAID	1,200.00
TYPE- *PLAN CHECK FEE	~~9,~~889.00	PAID	6,289.00
TYPE- PLAN REVISION 1ST TIME	~~100.~~00	PAID	100.00
TYPE- ROUTING FEE	~~40.~~00	PAID	40.00
TYPE- SURCHARGE OTHER THAN	1,393.59	PAID	.00

C# 50016

THIS PERMIT SHALL BECOME NULL AND VOID UNLESS THE WORK AUTHORIZED IS COMMENCED WITHIN ONE HUNDRED AND EIGHTY (180) DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED IS NOT INSPECTED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM TIME WORK IS COMPLETED. THE FLORIDA ENERGY CODE SUBMITTED BECOMES AN INTEGRAL PART OF THIS PLAN AND MUST PASS FINAL INSPECTION.

Any change in building plans or specifications must be recorded with this office. Any work not covered above, must have a valid permit prior to starting. In consideration of the granting of this permit, the owner and builder agree to erect this structure in full compliance with the Building and Zoning Codes of the City of Fort Pierce, Florida. This permit fee is not refundable.

"FAILURE TO COMPLY WITH THE MECHANICS' LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR BUILDING IMPROVEMENTS"

CITY OF FORT PIERCE
BUILDING DEPARTMENT
100 North US 1
Post Office Box 1480
Fort Pierce, FL. 34954
Phone: (772) 467-3000

Date Applied: 1/02/14

Prepared by: KIM

Date issued: 4/01/14

Permit Type: SITE WORK

Permit No. 1400000024
2

Township	Range	Section	Subdivision	Lot			Structure #/Sequence
2	3	35	441	0001	00	0 7	000 000

Property Address	Zoning	Reviewed by
6120 GLADES CUT-OFF RD	U	MM

Subdivision Name	Legal Address
	35/36 35 39 FROM SE COR SEC 35

Owner's Name/Address/Telephone	Contractor's Name/Address/License/Telephone
ST LUCIE COUNTY 2300 VIRGINIA AVE 34982	PAUL JACQUIN & SONS, INC 7348 COMMERCIAL CIRCLE 34951 772 465-2475

Additional Description	Sub Contractor

Construction	BFE	FFE	FLZ

Occupancy	Sq. Ft.	Valuation	Improvements
		303,206	SITE WORK

Schedule of Fees

PERMIT FEE	3,033.00		
OTHER FEES:			
TYPE- *PLAN CHECK FEE	~~910.00~~	PAID	910.00
TYPE- PLAN REVISION 1ST TIME	~~100.00~~	PAID	100.00
TYPE- ROUTING FEE	~~40.00~~	PAID	40.00
TYPE- SURCHARGE OTHER THAN	118.29	PAID	.00

$ 3,151.29

CH# 50015

THIS PERMIT SHALL BECOME NULL AND VOID UNLESS THE WORK AUTHORIZED IS COMMENCED WITHIN ONE HUNDRED AND EIGHTY (180) DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED IS NOT INSPECTED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM TIME WORK IS COMPLETED. THE FLORIDA ENERGY CODE SUBMITTED BECOMES AN INTEGRAL PART OF THIS PLAN AND MUST PASS FINAL INSPECTION.

Any change in building plans or specifications must be recorded with this office. Any work not covered above, must have a valid permit prior to starting. In consideration of the granting of this permit, the owner and builder agree to erect this structure in full compliance with the Building and Zoning Codes of the City of Fort Pierce, Florida. This permit fee is not refundable.

From the Desk of
Marc Meyers, C.B.O.
Building Official
City of Fort Pierce
100 North U.S. 1
Post Office Box 1480
Fort Pierce, Florida 34954
T: 772-467-3188
F: 772-467-3849
mmeyers@city-ftpierce.com

TO: Michael Jacquin, President - Jacquin & Sons Construction

DATE: August 26, 2015

RE: Rocla Building Valuation

Mr. Jacquin,

Thank you for bringing our attention to the St. Lucie County Recycling Facility.

With regard to your email concerning the Rocla building valuation and how it was assessed, please find attached a copy of our fee schedule.

I have highlighted the section which clearly states, *"The ICC value...or on the contract price given by the applicant, whichever is higher."*

On several occasions and including on public record, your team has stated this is a $10.2 million construction project. To that end, please find the following calculation:

1.	Site Work	$ 1,900,000.00
2.	Office Building	$ 400,000.00
3.	Main Building	$ 7,900,000.00
	Total Value	$ 10,200,000.00

We hope this clarifies any confusion as to the construction valuation of this project.

Respectfully,

Marc Meyers, CBO CFM
City of Fort Pierce Building Official

MM/km
Attachment

cc: Robert Bradshaw, City Manager
Nick Mimms, Deputy City Manager

City of Fort Pierce
Building Department
Permit Fees

Effective Date: March 6, 2012

**** Plan Review Fee Will be Due at Submittal****

(1)	New buildings and additions	Fee is based on multiplying the value of the building or addition by .010. Such value shall be determined by using the most recent Building Valuation Data for Florida as compiled by the International Code Council (ICC) using the Marshall Valuation Service, as published by the Marshall and Swift Publication Company, Los Angeles, California or on the contract price given by the applicant for the project, whichever is higher. (The data is only intended to be used for determining permit fees and is not intended to be used as an estimating guide.)
(2)	All other construction except as noted below:	Fee is based on multiplying the value of the work authorized by the permit by .010. The value is determined by the building official. The minimum fee is $75.00
(3)	Demolitions:	Base fee plus .010 of the value of the work authorized by the permit. Base Fees:
		$275.00 Residential
		$150.00 other Residential
		$500.00 Commercial
		$250.00 other Commercial
(4)	Special inspections after working hours:	Fee is $100.00 per/hour minimum two (2) hours
(5)	Re-inspections: First	Fee is Residential $50.00 Commercial $100.00
	Re-inspections: Second	Fee is Residential $75.00 Commercial $150.00
	Re-inspections: Third	Fee is Residential $100.00 Commercial $200.00
	Re-inspections: Fourth and thereafter	Fee is $250.00 for each inspection
(6)	Manufactured mobile homes:	Fee: New buildings and additions
(7)	Certificate of occupancy or certificate of completion	$50
(8)	Miscellaneous trade and construction permits including, but not limited to: **plumbing, **mechanical, **electrical, gas, remodeling, addition, fences, pools, sheds, signs, docks, etc, shall be on a valuation basis according to the following schedule: ** Also See item # 9 for flat fee permits.	
	Fee is based on multiplying the value of the work authorized by the permit by .010. The value is determined by the Building Official. The minimum fee is $75.00	
(9)	Flat Rated Permit Fees	Moving of structure $300.00 Temporary permit without inspection $20.00 Temporary permit with an inspection $75.00 Electrical Residential $100.00 Mechanical Residential - per unit $150.00 *Plumbing Residential $75.00 *water heater replacements & re-pipes only * this does not include "Insta Hots"
(10)	Generator Installation	Fee is based on multiplying the value of the work authorized by the permit by .010. The value is determined by the building official The minimum fee is $75.00.** A separate permit shall be required for LP/Gas connection

Jacquin Copy

Established 1940

Paul Jacquin & Sons Inc.

General Contractor
Construction Manager
Design - Builder

Commercial
Industrial
Residential

PAUL JACQUIN & SONS, INC.
Date: September 11, 2015
SUBCONTRACT AGREEMENT

Owner:	**Rocla Concrete Tie, Inc** **1819 Denver West Drive, Suite 450** **Lakewood, CO 80401**	
Architect:	**Edlund, Dritenbas & Binkley** **65 Royal Palm Pointe, Suite D** **Vero Beach, FL 32960**	
Project:	**Rocla Concrete Tie Factory Fort Pierce** **600 S 3rd Street** **Fort Pierce, FL**	
Contractor:	Paul Jacquin & Sons, Inc. P.O. Bo 4343 Ft. Pierce, FL 34948-4343	
Subcontractor:	**Tommy Hawkins & Sons, Inc** **Paving Contractors** **909 Barrel Ave** **Fort Pierce, FL 34982** **Telephone: (772) 464-7587** **Facsimile: (772) 464-0594**	**Cost Code #** **2001-S**
Subcontract Price:	**$572,555.00**	
Retainage Percentage:	*10%*	

The foregoing terms are incorporated into and more fully explained in the provisions that follow:

THIS AGREEMENT, made as of the 11th day of September 2015 by and between Paul Jacquin & Sons, Inc. (hereinafter-called Contractor), and Tommy Hawkins & Sons, Inc hereinafter-called Subcontractor).

WITNESSETH, that Subcontractor and Contractor agree as follows:

1. **INCORPORATION OF CONTRACT DOCUMENTS.** Subcontractor shall perform and furnish all the work, labor, supervision, services, plant, equipment, tools, scaffolds, appliances, materials and all other things necessary for the incorporation into the Project of the work described in Exhibit B & C hereto (hereinafter called The Work). Subcontractor shall be bound to Contractor by the terms and conditions of all Contract documents for the

Project, and the addendums, exhibits, additional provisions, and all modifications thereto, including without limitation the Contractor-Owner Contract and the exhibits thereto general conditions, drawings, plans and specifications, (the above-listed documents are hereafter referred to collectively as the "Contract Documents"), which are expressly incorporated herein, and all warranties, and shall assume toward Contractor all the obligations and responsibilities that Contractor, by these documents, assumes towards the Owner. If any provision of this Subcontract Agreement conflicts with any provisions of any other Contract Document, the provision in this agreement shall control. The payment provisions of the Contractor-Owner Contract are expressly excluded.

2. **SUBCONTRACTOR'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS.** The Work hereunder is a portion of the work to be provided to Owner and is to be performed and furnished to the satisfaction of Contractor. Subcontractor certifies that he has examined all the plans, drawings and specifications prepared by said Architect for the entire work, of which the work covered by the Subcontract is a part. The Subcontractor and his Subcontractors will be bound by all parts of said plans and specifications insofar as they relate in any way to the Work undertaken herein.

It is understood and agreed that the Subcontractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Subcontract. No verbal agreement or conversation with any officer, agent, or employee of Contractor, either before or after execution of this Subcontract, shall affect or modify any of the terms or obligations herein contained.

3. **SUBCONTRACTOR IS AN INDEPENDENT CONTRACTOR.** Subcontractor is an independent contractor and shall, at its sole cost and expense and without increase in the Subcontract Price, comply with all laws, rules, ordinances, codes, and regulations of all governing bodies having jurisdiction over the Work. Subcontractor shall have sole responsibility for the means and methods of performing the Work required under this Subcontract. Subcontractor shall be primarily responsible to assure the safety of its own equipment, appliances, material and working conditions, techniques and procedures.

Subcontractor must obtain and pay for all necessary permits and licenses, including business licenses, Jessica Lunsford Act Certification and Davis Bacon Act. Subcontractor must pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for Social Security, worker's compensation, and unemployment or disability insurance which are measured by wages, salaries, or other remunerations paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations.

Subcontractor shall comply with all federal, state, municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements including, among others, those relating to safety, discrimination in employment, fair employment practices, or equal opportunity, and with the requirements of the American Insurance Association, whether or not provided for by the plans, specifications, general conditions or other Contract Documents, without additional charge or expense to the Contractor and shall also be responsible for and correct, at its own expense and cost, any violations resulting from or in connection with the performance of its Work. Subcontractor shall at any time upon demand furnish such proof as Contractor may require showing such compliance and the correction of such violations.

Nothing herein limits the Contractor's right to approve Subcontractor's proposed subsubcontractors and suppliers of materials as may be required and employed to complete the Work. Subcontractor shall remove from the Project any employee Contractor determines to be detrimental to the Project.

4. **PRICE.** It is understood that the Subcontract is a lump sum cost agreement (including applicable taxes) for the Price set forth on page 1 of this Subcontract (the "Price"). All work and costs to complete the Work as shown on the plans and specifications and described in the Scope of Work are solely the Subcontractor's responsibility. The Subcontractor acknowledges the present volatility of the availability and cost of certain construction labor, supplies, and materials. The Subcontractor agrees that all risk of price escalation and/or labor or material shortage shall be expressly and solely born by the Subcontractor. Additionally, Subcontractor will be solely responsible for the unavailability of sufficient materials, equipment, and labor necessary to fully complete its scope of work and shall be liable to Contractor for non-delivery or untimely delivery for any reason.

5. **PAYMENT.**

Conditions Precedent to Subcontractor's Entitlement to Progress and Final Payment. Subcontractor agrees that it will not be entitled to payment under the Subcontract until all of the following express conditions precedent to Subcontractor's entitlement to payment have been satisfied:

Contractor's receipt in current funds from the Owner for the progress payments due the Subcontractor. If the Owner has not paid the Contractor for any reason whatsoever, the Subcontractor agrees that the Contractor shall not be liable for payment nor be indebted to the Subcontractor. Contractor's receipt of payment from Owner for Subcontractor's work is an absolute condition precedent to Subcontractor's entitlement to payment from Contractor.

Contractor's receipt of Subcontractor's completed waivers on the form attached hereto as Exhibit D (for progress payments) and receipt of completed waivers on the form attached hereto as Exhibit D and E (for final payment) for all persons or entities providing labor, services, or materials on its behalf at the time of receipt of payment. If Subcontractor cannot supply waivers for all persons or entities providing labor, services, or materials on its behalf at the time of payment , it agrees that Contractor shall be allowed to pay any such persons or entities directly, without prior notice to Subcontractor, or to issue checks made jointly payable to Subcontractor and its laborers, subcontractors, or materialmen. Any such payment directly or through joint checks will be credited as a payment to Subcontractor for purposes of determining the Subcontractor's outstanding contract balance.

Contractor's receipt of the executed Subcontract.

Contractor's receipt of the Certificates of Insurance and endorsements reflecting the types and minimum limits of insurance as required and set forth in Exhibit G and naming Contractor as an additional insured.

Contractor's receipt and approval of the Subcontractor's Schedule of Values on AIA G703.

Contractor's receipt of a completed payment application on the form on Exhibit J & K (Pay app and cont sheet), with any supporting documentation or other substantiating information requested by Contractor. Subcontractor expressly acknowledges that Contractor may reduce and/or modify Subcontractor's payment application if, in Contractor's sole discretion, the actual percentage of completed work is less than what Subcontractor represents or if, in Contractor's sole discretion, the work represented to be complete is of poor quality and/or does not conform with the drawings, specifications, and other Contract Documents.

Contractor's satisfaction of any and all backcharges, debts, or other monies owed from this Project or other construction projects upon which Contractor and Subcontractor contracted.

Contractor's satisfaction that the Owner is not assessing liquidated damages or other delay damages against Contractor, some or all of which are attributable to Subcontractor.

Contractor's receipt of any and all submittals which, in Contractor's sole discretion, are necessary for maintenance of the job schedule.

Contractor's receipt of Subcontractor's state license, if applicable, and local licenses

If bonded, Contractor's receipt of Subcontractor's performance and payment bonds and Contractor's receipt of Subcontractor's surety's consent to progress and/or final payment

As-built and or Record drawings as deemed necessary by the Contractor

An express condition precedent to final payment only is Contractor's receipt of Subcontractor's fully executed Warranty on the form attached hereto as Exhibit H, and all other warranty documents required under the Contract Documents. Number of closeout packages depends on the job, there will be a minimum of 4 sets required for each set.

5.2 *Progress Payments.*
5.2.1 Subcontractor shall submit a Schedule of Values of the various portions of the Work on Exhibit K (cont sheet) for approval by the Contractor no later than 30 days from the execution of this Subcontract. Subcontractor shall submit a completed Application for Payment and Schedule of Values on Exhibits J & K, on or before the 23rd of the month, showing the proportionate value of the Work installed to date, from which shall be deducted the current retainage, all previous payments, and all charges for services, materials, equipment and other items furnished by Contractor to or chargeable to Subcontractor. Subcontractor agrees to provide Contractor all information, evidence or substantiation as Contractor may require with respect to the nature and extent of all obligations incurred by Subcontractor for or in connection with the Work.

5.2.2 Unless payment to Subcontractor is withheld in accordance with 5.5, Contractor shall pay to Subcontractor an amount equal to the value of Subcontractor's completed work, as determined by Contractor, less the current retainage, all previous payments, and all charges for services, materials, equipment and other items furnished by Contractor to or chargeable to Subcontractor. Previous payments shall include all amounts theretofore paid on account of the work, all charges for materials or services furnished by Contractor and properly chargeable to Subcontractor and all costs incurred by Contractor properly chargeable to Subcontractor as obligations of Subcontractor. "Current Retainage" shall be calculated in accordance with the retainage percentage set forth on page 1 of this Subcontract.

5.3 *Final Payment.* All the conditions precedent to Subcontractor's entitlement to payment articulated in 5.1 apply to Subcontractor's entitlement to final payment. If the conditions precedent have been satisfied, and payment to Subcontractor is not withheld in accordance with 5.5, final payment, including the unpaid balance of the Price and retention on account of Subcontractor's Work, shall be made within thirty (30) days after the last of the following to occur: (a) full completion of the Work by the Subcontractor, (b) Contractor's receipt of all documents or information requested by Contractor evidencing that Subcontractor has paid in full all persons furnishing labor or materials in connection with the Work, including any taxes or governmental charges with respect thereto or with respect to the Work, and that neither Subcontractor nor any person claiming under or through Subcontractor has filed or has the right to maintain a lien or other claim against the Owner or Contractor on the Project premises, and (c) the delivery of all guarantees, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items, including but not limited to the Subcontractor's Warranty on the form attached hereto as Exhibit H, required of Subcontractor or its suppliers with respect to the Work. (d) Upon receipt of final payment from owner. Unconditional final releases for Notice to Owners are due when subcontractor is paid 100% minus retainage.

5.4 *Final Payment if Subcontractor is terminated under Article 12.*
5.4.1. If Contractor exercises its right to terminate the Subcontractor under Article 12, the Subcontractor shall be entitled to payment for the value of the work actually performed. The Contractor shall not be liable to the Subcontractor for any other costs, charges, damages, or expenses, including but not limited to consequential damages; rental expenses; losses of use, income, and financing; loss of profit, anticipated profit, and overhead arising directly from the Work or the Work not performed; loss of business and reputation; principal office expenses including the compensation of personnel stationed there; or any commitments to suppliers, subcontractors or laborers. Payment after termination shall become due and payable 30 days after the occurrence of the last of the following express conditions precedent: (1) the Contractor corrects and / or completes the Subcontractor's performance in accordance with Article 11 and determines the amount of costs and expenses attributable to such, (2) the Contractor's receipt of full payment from Owner for Subcontractor's scope of work, including payment from Owner for work Contractor corrected or completed subsequent to Subcontractor's default, and (3) the occurrence of all express conditions precedent to Contractor's final payment to Subcontractor.

5.4.2 If Subcontractor is terminated under paragraph 12.2, Subcontractor shall be entitled to payment for the value of the work actually performed. The Contractor shall not be liable to the Subcontractor for any other costs, charges, damages, or expenses, including but not limited to consequential damages; rental expenses; losses of use, income, and financing; loss of profit, anticipated profit, and overhead arising directly from the Work or the Work not performed; loss of business and reputation; principal office expenses including the compensation of personnel stationed there; or any commitments to suppliers, subcontractors or laborers. In such event, Subcontractor shall be entitled to payment within 30 days of the last of the following conditions precedent: (1) the Contractor's receipt of full payment from Owner for Subcontractor's scope of work, and (2) the occurrence of all express conditions precedent to Contractor's final payment to Subcontractor.

5.5 *Contractor's Additional Rights to Withhold Payment.* Contractor may withhold payment if any of the requirements of section 5.1 are not met. Additionally, if any claim is made or lien filed against Contractor, the Owner, the Project, or the premises upon which the Project is located, by any person claiming that Subcontractor or other person under Subcontractor has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Contractor or Owner might become liable and which is chargeable to Subcontractor; or if Subcontractor or other person under Subcontractor causes damage to the Work or to any other work on the Project; or if the Subcontractor fails to perform or is otherwise in default under any terms or provisions of the Agreement; Contractor shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate the Contractor and Owner for and indemnify them against any and all losses, liability, damages costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith. Contractor shall have the right to apply and charge against Subcontractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Subcontractor shall be liable for the difference and pay the same to Contractor or Owner.

5.6 *Liquidated Damages pass through to Subcontractor.* Subcontractor specifically acknowledges that to the extent that Contractors Agreement with the Owner contains a liquidated damages clause, Subcontractor shall be liable to Contractor in an amount not less than the amount for which the Contractor may be liable to the Owner for delays incurred by the Owner which are attributable in whole or in part to the performance of the Subcontractor or its sub-subcontractors or suppliers in the amount required of Contractor by its Contract with the Owner per day for each day such delay continues, which sum the Subcontractor hereby agrees to pay.

6. **CHANGE ORDERS.** Subcontractor shall not make any changes, additions or deletions on the Work except upon written order of Contractor. Subcontractor makes changes, additions, or deletions on the Work without written order of Contractor at its own risk. Contractor shall have the right, from time to time, whether the Work or any part hereof shall or shall not have been completed, to order changes, additions and/or deletions in the Work as either may deem necessary or appropriate, upon issuance of a written Change Order to Subcontractor. Subcontractor shall expeditiously perform the Work even if there is a dispute as the value of the Work.

7. **CLEAN-UP.**

7.1 Subcontractor shall at its own cost and expense (1) keep the premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in on-site locations or containers designated by Contractor and removing said materials and rubbish from the premises, (2) clean and remove from its own Work and from all contiguous work of others, any soiling, staining, mortar, plaster, concrete or dirt resulting from the execution of its Work and make good all

defects resulting therefrom, (3) at the completion of its Work in each area or as otherwise directed by Contractor, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials and perform final clean-up as required for Owner's acceptance.

8. **SCHEDULING AND TIME OF COMPLETION.**

8.1 *Schedule*. TIME IS OF THE ESSENCE OF THIS SUBCONTRACT. Subcontractor agrees (a) to provide, when requested, a schedule and, upon request, revised schedules of the Work for use by Contractor in scheduling the Project, (b) to provide at the Project site, the materials, equipment, laborers and supervision necessary to begin the Work upon the Contractor's order to do so, and (c) to perform the Work and all parts thereof promptly, diligently and in such order and sequence as Contractor may direct to assure the efficient, expeditious and timely prosecution of the Project, including furnishing sufficient forces, supervision, equipment and materials, at such times and for such periods, as Contractor may direct. Subcontractor acknowledges that the construction schedule will be revised by the Contractor as required during the course of the Project and that Subcontractor shall abide by all revisions to the construction schedule written or verbal.

8.2 *Contractors Right to Modify Project Schedule/No Damages for Delay*. Contractor may require Subcontractor to prosecute its Work in such sequence as the progress of other subcontractors and the Project schedule reasonably dictates and Contractor may order Subcontractor to accelerate or decelerate, to work overtime, to work weekends or nights, to increase or reduce manpower, materials or equipment or to take such other measures as Contractor deems necessary to timely complete the project-- ALL AT NO ADDITIONAL COST TO CONTRACTOR. It is expressly understood and agreed that the scheduling and sequencing of the Work is an exclusive right of Contractor and that Contractor reserves such right to reschedule and resequence Subcontractor's Work from time to time as the demands of the Project require without any additional cost or expense to be paid to Subcontractor. Should Subcontractor be delayed in the commencement, prosecution or completion of the Work by the act, omission, neglect, or default of Contractor, Owner and/or anyone employed by Contractor, Owner, or any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by the combined action of workmen in no way within Subcontractor's control and not due to any fault, neglect, act or omission on its part, then Subcontractor shall be entitled to an extension of time in which to complete the Work, such extension to be for a period determined by Contractor to be equivalent to the time lost by reason of any and all of aforesaid causes. Subcontractor shall not be entitled to any such time extension, however, unless a claim therefore is presented in writing to Contractor within forty-eight (48) hours of the commencement of such claimed delay. Failure to present a written claim to Contractor within 48 hours of the commencement of the delay waives any claims Subcontractor may have to an extension of time for that reason. Such extension or extensions of time, as determined by Contractor or the decision of Contractor that no such extension of time shall be allowed, shall release and discharge Contractor of and from any and all claims of whatever character, including claims for damages, by the Subcontractor on account of the aforesaid or any other causes of delay. In no event shall Subcontractor be entitled to any damage or other pecuniary compensation for delay resulting from the aforesaid causes, unless and only to the extent that Contractor receives additional compensation from the Owner for such delay.

9. **WARRANTY.** Subcontractor guarantees that the Work, including any materials or equipment furnished in connection therewith, shall be free from defects in design, materials, and workmanship and shall conform to and meet the requirements of the Contract Documents. Subcontractor shall provide the Contractor and Owner with a written warranty at the completion of the Work on the form attached hereto as Exhibit H. Subcontractor shall furnish any separate guarantee for the Work, or portions thereof, required under the Contract or Contract Documents.

10. **INDEMNIFICATION.** To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses, and expenses, arising out of or resulting from the work and/or goods, including but not limited to attorney's fees, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Subcontractor, any Subsubcontractor, materials supplier, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Subcontractor's indemnification obligation to Contractor for occurrences caused by the sole, contributory, or concurrent negligence of Contractor shall be limited, on a per occurrence basis, to the greater of $1,000,000.00 (as prescribed by Florida Statute § 725.06), the price of this Subcontract, or the limits of liability of the insurance policies provided pursuant to Article 13, which Subcontractor acknowledges and agrees bears a reasonable commercial relationship to this Subcontract and which are deemed incorporated into the project specifications and bid documents.

10.1 Subcontractor and/or its insurer hereby agree to defend, indemnify, and hold harmless Contractor, its agents, employees, elected officers and representatives from any loss or damage and to reimburse Contractor, its agents, employees, elected officers and representatives for any and all expenses, including but not limited to attorneys' fees, legal fees, expert witness fees, and court costs that Contractor may incur because of:

10.1.1 Claims and liens for labor performed or materials used or furnished through or under Subcontractor for the Project;

10.1.2 any personal injury, loss, damage or death to any person or persons and any property damage arising out of the performance or nonperformance of Work required in this Subcontract, including, without limitation, any personal injury or loss, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's indemnity hereunder shall not arise if such injury, loss, damage or death results from the willful, wanton or intentional misconduct of a party indemnified hereunder;

10.1.3 Subcontractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by Subcontractor's acts or omissions.

10.2 Contractor, in its sole discretion, may defend any or all of the indemnified claims or tender to Subcontractor the defense of any or all of the indemnified claims. Upon such tender by Contractor to Subcontractor, Subcontractor shall be obligated to assume the defense of Contractor in the indemnified claims, including the settlement negotiations, and shall pay and satisfy any and all settlements, judgments, sanctions, awards, or expenses, including attorneys' fees, resulting from or arising out of the indemnified claims without reimbursement from Contractor.

10.3 If Contractor tenders the defense of an indemnified claim to Subcontractor and Subcontractor fails or neglects to assume that defense, Contractor may compromise or settle or defend any such action, and Subcontractor shall be bound and obligated to reimburse Contractor for the amount expended by it in settling, compromising, or defending any such claim, or in the amount expended by Contractor in paying any settlement or judgment rendered therein, together with all reasonable attorneys' fees and expenses of litigation incurred by Contractor by reason of its defense, settlement, or compromise of such indemnified claims.

10.4 Neither final payment by Contractor nor acceptance of the Work performed by Subcontractor shall constitute a waiver of the foregoing indemnities, and notwithstanding any other provision contained in this Subcontract, the provisions of this article shall survive the termination of this Subcontract.

10.5 In any claims by any employee of the Subcontractor, the Subcontractor's subsubcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, against any persons or entities indemnified hereunder the indemnification obligation shall not be limited as to the amount or type of damages, compensation, or

benefits payable by or for the Subcontractor or the Subcontractor's sub-contractors under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

11. **DEFAULT.**

11.1 *Acts or Events of Default.* Any of the following acts or events will render the Subcontractor in default of this Subcontract:

11.1.1 refusing or neglecting to supply sufficient skilled workmen or materials of the proper quality and quantity,

11.1.2 failing in any respect to prosecute the Work with promptness and diligence,

11.1.3 causing the stoppage or delay of or interference with or damage to the work of Contractor and Owner or of any other contractors or subcontractors on the Project by any act or omission,

11.1.4 failing to perform any of the terms and provisions of this Agreement or of the other Contract Documents, as determined in the Contractor's sole discretion,

11.1.5 failing to perform the Work or any portion thereof in accordance with the Contract Documents, as determined in the Contractor's sole discretion,

11.1.6 filing a certificate of dissolution by election or receiving a certificate of dissolution by an order of court or by operation of law,

11.1.7 filing a petition in bankruptcy or taking advantage of any bankruptcy, reorganization, moratorium or similar protection from creditors; becoming insolvent or be adjudged as bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order; or making a general assignment for the benefit of creditors, or

11.1.8 committing or omitting any other act or event which puts the Subcontractor in default, as determined by the Contractor.

11.2 *Notification of Default and Contractual Remedies for Default.* If Subcontractor fails to cure such default within 48 hours of Contractor providing written notice, then Contractor shall have the right (a) to perform and furnish through itself or through others any and all such labor or materials to correct, replace or otherwise remedy any such defects, deficiencies, or delayed performance by any reasonable and expedient means and to deduct the costs thereof from any monies due or to become due to Subcontractor under this Agreement or any other Project, and/or (b) to terminate the employment of Subcontractor, and for all or any portion of the Work, enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon for the purpose of completing the Work, all of which Subcontractor hereby transfers, assigns and sets over to Contractor for such purpose, and to employ any person or persons to complete the Work and provide all labor, services, materials, equipment and other items required therefore.

11.3 *Subcontractor's Responsibility for Remedy of Default and Effect on Subcontractor's Entitlement to Payment.* In the case of such action under 11.2(a) or 11.2(b) above, Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of Contractor; at which time, if the unpaid balance of the amount to be paid under this Agreement exceeds the costs and expenses incurred by Contractor in completing the Work, such excess shall be used first to pay the Subcontractor for its material and equipment so used and any amount thereafter remaining shall be apportioned between the Contractor and Subcontractor in ratio to the percentage of work completed by each party; but if such cost and expense shall exceed such unpaid balance, then the Subcontractor shall pay the difference to Contractor. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of the Contractor and of performing and furnishing labor, services, materials, equipment and other items required therefor, but also losses, damages, costs and expenses, including legal fees and disbursements sustained, incurred or suffered by reason of or resulting from Subcontractor's default. The expense incurred by Contractor, for furnishing labor or materials or for finishing the Work, together with any damages incurred by default, shall be charged to and paid by Subcontractor, and Contractor shall have a lien upon all materials, tools, and appliances, taken possession as aforesaid to secure the payment thereof. Damages shall include reasonable overhead and profit and attorneys' fees incurred by Contractor by reason of any default by Subcontractor, including the prosecution or defense of any arbitration, court action, or mechanics lien.

11.4 *Remedies are Cumulative.* No right or remedy in this Subcontract is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

12. **TERMINATION.**

12.1 Contractor shall have the right at any time after Subcontractor has been declared in default to terminate this Agreement and require Subcontractor to cease work by written notice to Subcontractor. In lieu of termination of Subcontractor's suppliers and subcontractors, Subcontractor shall, at Contractors election, assign same to Contractor within five (5) days of notice to do so.

12.2 If the Owner terminates the Contractor's Contract with the Owner or if the Contractor elects to terminate this Subcontract for convenience and this Subcontract is not assigned to the Owner, the Contractor shall deliver written notice of termination to the Subcontractor. Upon receipt of written notice of termination, the Subcontractor shall: (1) cease operations as directed by the Contractor in the notice; (2) take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of the termination date stated in the notice, terminate all existing subsubcontracts and purchase orders and enter into no further subsubcontracts and purchase orders.

12.3 Upon Subcontractor's receipt of payment after termination, the parties shall have no further obligations to each other except for Subcontractor's obligations to perform corrective Work and Warranty Work relating to Work actually performed by Subcontractor or any of its sub-subcontractors prior to the termination, and to defend, indemnify, and hold harmless Contractor as provided for in this Subcontract.

13. **INSURANCE.** Before commencing the Work and as a condition precedent to payment of any kind, Subcontractor shall procure and shall thereafter maintain, at its own expense, until completion and final acceptance of the Work, the types and minimum limits of insurance as required and set forth in Exhibit G, attached hereto and made a part hereof. Subcontractor expressly agrees that it will ensure that all persons performing Subcontractor's scope of Work, whether employed by Subcontractor or not, will be covered by Subcontractor's workers' compensation insurance or such other workers' compensation insurance so as to ensure that the Contractor remains immune from suit. Should Contractor be forced to pay workers' compensation claims or benefits of any kind to any person performing Subcontractor's scope of Work, Contractor may recover same from Subcontractor.

14. **PROHIBITION ON SUBCONTRACTOR ASSIGNMENT.**

14.1 This Subcontract or any money due or to become due hereunder may not be assigned by Subcontractor to any other party or other Subcontractors without written approval of Contractor of such proposed assignment. Subcontractor specifically agrees not to assign, sell, or transfer any accounts receivables under this subcontract to any third party factoring company or related business. NEITHER THE OWNER OR CONTRACTOR SHALL BE LIABLE TO ANY THIRD PARTIES FOR PAYMENT OF ANY ASSIGNED ACCOUNTS RECEIVABLES.

14.2 If for any reason the Owner has cause to terminate its agreement with the Contractor for the construction of the project, the Contractor may assign this Subcontract to the Owner. The Subcontractor hereby agrees in the event of such assignment to perform its responsibilities and to fully complete the work required by this Subcontract directly for the Owner provided that all payments then due the Subcontractor for Work completed have been made to the Subcontractor.

15. **VENUE AND CHOICE OF LAW AND JOINDER.** All disputes initiated by Subcontractor arising under this Subcontract shall be resolved solely and exclusively in the Nineteenth Judicial Circuit Court of Florida, in and for St. Lucie

County, Florida, or at Contractor's sole discretion, by arbitration in St. Lucie County, Florida. The Subcontractor hereby waives for itself or those with whom he deals on behalf of this agreement whatever rights it may have in the selection of venue. This contract shall be interpreted in accordance with the law of the State of Florida. Subcontractor realizes that Contractor may become involved in disputes with the Owner, other subcontractors or others, which disputes may involve Subcontractor. Subcontractor for itself and its surety hereby consents to be joined and/or transferred to any other dispute, whether in litigation or arbitration, which may involve Subcontractor, all at the discretion of the Contractor.

16. **ARBITRATION AND JOINDER**. At the sole discretion of the Contractor, all claims, counterclaims, disputes, and other matters in question between the Contractor and the Subcontractor or arising out of this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining. Contractor expressly reserves its right to have any dispute resolved by binding arbitration. The award rendered by the arbitrator shall be final, and judgment shall be entered upon it in accordance with applicable Florida law. Subcontractor realizes that Contractor may become involved in disputes with the Owner, other subcontractors or others, which disputes may involve Subcontractor. Subcontractor for itself and its surety hereby consents to be joined and/or transferred to any other dispute, whether in litigation or arbitration, which may involve Subcontractor, all at the discretion of the Contractor.

17. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties hereto. No oral representations or any other agreements have been made by Contractor or Owner except as stated in this Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by Contractor except in writing signed by its duly authorized officer or agent. The titles or headings of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

17.1 Interpretation of the plans, specifications, scope of work and all contract documents at the sole discretion of Paul Jacquin & Son's, Inc.

18. **SUBCONTRACTOR'S WAIVER OF JURY TRIAL**. In the event that Contractor does not exercise its exclusive right to compel arbitration, the Subcontractor expressly and voluntarily waive all rights to a jury trial in any claim or dispute arising from the Subcontract.

19. **TESTING & INSPECTIONS**: Subcontractor agrees that the cost of all testing and retesting as necessary of every kind and nature required by the Contract Documents or as may be required by the Owner, Contractor, or authority having jurisdiction shall be paid by Subcontractor. Subcontractor agrees that the cost of all inspections and reinspections as necessary of every kind and nature required by the Contract Documents or as may be required by the Owner, Contractor, or authority having jurisdiction shall be paid by Subcontractor.

20. **DAMAGE TO OTHER TRADES WORK**: All damages to the Work of other trades by this Subcontractor will be Subcontractor's financial responsibility.

21. **DIMENSIONS/COORDINATION WITH OTHER TRADES**: Subcontractor agrees to coordinate its Work with that of other subcontractors, including but not limited to Subcontractor's agreement to check all dimensions for all Work done by other trades that directly or indirectly affect the proper installation of Subcontractor's Work. Subcontractor shall immediately report in writing any conflicts, deficiencies or other problems with the coordination of Subcontractor's work with that of other subcontractors, and the failure to so report will waive any and all subsequent claims for extra compensation or time which may be required to remedy the conflict, deficiency or other coordination problem.

22. **QUALITY OF WORK**: The Contract shall be the sole judge as to the acceptability of the quality and completeness of the work. Work deemed unacceptable will be removed and replaced at the expense of the Subcontractor as directed by the Contractor to the satisfaction of the Contractor. Notwithstanding the foregoing, Contractor also has the right to accept defective work and issue an appropriate deductive change order to Subcontractor.

23. **PUNCH OUT**: Subcontractor shall perform all punch-out work as directed by the Contractor within twenty-four (24) hours of notification or within a timely manner acceptable to the Contractor.

24. **BACKCHARGES**: In the event that the Subcontractor does not fulfill the Subcontract requirements to the full expectations of the Contractor, the Contractor may, at its sole discretion, supplement the Subcontractor's Work with whatever means the Contractor deems necessary. Subcontractor agrees to be backcharged for the cost incurred plus Contractor's reasonable overhead, profit and attorneys' fees.

25. **ON-SITE STORAGE OF MATERIALS**: Storage of materials on-site shall be coordinated with Contractor. Storage space shall be assigned on as needed basis as determined by Contractor. Subcontractor shall assume all risks for all materials and equipment stored on-site. No payment shall be made for materials stored on-site unless specific provisions for such payment are included in the Subcontract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands as of the day and year first above written.

CONTRACTOR: PAUL JACQUIN & SONS, INC.

Name: _____
Michael Jacquin – President

Date: 10/31/13

SUBCONTRACTOR: Tommy Hawkins & Sons, Inc Paving Contractors

By: _____
(Officer of the Corporation)

Print Name: _____

Title: _____

Date: 10-31-13

List of attached documents:

Attachments: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O
Safety Affidavit
Jacquin Safety Manual

Established
1940

Jacquin & Sons
Paul — General Contractor, Construction Manager, Design - Builder — Inc.

Commercial
Industrial
Residential

Rocla Concrete Tie Factory Fort Pierce

SUBCONTRACT LIST OF EXHIBITS AND ATTACHMENTS

Exhibit

A. Supplemental Conditions

B. Scope of Work

C. List of Documents

D. Release – Progress

E. Release – Final

F. Requirements for Payment

G. Insurance Requirements

H. Sub Warranty and Guarantee

I. Change Order

J. Application for Payment

K. Continuation Sheet

L. Tax Equity Form

M. Tobacco Free Environment

N. Vendor Delivery Route Map

O. Instruction to Bidders (all attachments are on the disk)

Safety Affidavit

Jacquin Safety Manual

P.O. Box 4343 · Fort Pierce, FL 34948 · Phone (772) 465-2475 · Fax (772) 466-2806
CGC 022708 CGC 056649 CGC 060473 CGC 1507936 CCC 056636

Initials _____

Established
1940

Jacquin & Sons
Paul General Contractor Construction Manager Design - Builder Inc.

Commercial
Industrial
Residential

Rocla Concrete Tie Factory Fort Pierce

EXHIBIT "A"

SUPPLEMENTAL CONDITIONS OF THE SUBCONTRACT

The Supplemental Conditions are an integral part of this Subcontract and shall govern the responsibilities and actions of Contractor and Subcontractor during the performance of the Work. If there is any conflict between these Supplemental Conditions and Subcontract, these Supplemental Conditions shall control.

1. To the extent of any conflict between the indemnity obligations of the Owner-Contractor Contract and this Subcontract, the indemnity obligations of the Owner-Contractor Contract control, and Subcontractor shall indemnify Contractor to the extent Contractor shall indemnify Owner. Additionally, any indemnity provision in this Subcontract repugnant to section 725.06, Florida Statutes shall be deemed deleted, it being the intent of the parties that the Subcontractor provide the maximum indemnity to the Contractor allowed by law.

2. To the extent the Owner shall require Contractor to participate in mediation, the Subcontractor agrees to participate in the mediation if requested by Contractor as a condition precedent to Subcontractor commencing litigation against Contractor.

3. This Subcontract is for use on a private construction project with Rocla Concrete Tie, Inc or one of its affiliates. If Contractor does not sign a contract with the appropriate public entity, this Subcontract is void ab initio and Subcontractor shall not be entitled to compensation under any circumstances. Additionally, if Subcontractor is required to be accepted by the public entity but is not, this Subcontract is void ab initio and Subcontractor shall not be entitled to compensation under any circumstances.

4. Subcontractor acknowledges the dispute resolution procedure in the Owner-Contractor Contract. To the extent the dispute resolution procedure is enforceable, Subcontractor agrees to provide whatever documentation Contractor requests and to allow Contractor to present Subcontractor's claim as a pass-through claim to the Owner. In such circumstances, the Subcontractor agrees to be bound to the decision of the County Administrator to the extent the Contractor is bound to the decision of the County Administrator, and the Subcontractor shall have no claim whatsoever against Contractor or its surety for any money sought by Contractor on Subcontractor's behalf, but not actually received by Contractor.

Initials _____

Rocla Concrete Tie Factory Fort Pierce

Tommy Hawkins & Sons, Inc. Paving Contractors

EXHIBIT "B"

Scope of Work

The work includes, but is not limited to, the following:

a) Subcontractor is aware that the Project contains provision for the assessment of liquidated damages as outlined in the Contract Documents. In the event the time of completion is not met, Subcontractor may become liable for such liquidated damages in addition to other delay costs incurred as a result of any delay to the Project Completion caused by Subcontractor. Furthermore, in the event of a default and/or bankruptcy on the part of Subcontractor, Jacquin will be paid by Subcontractor an administrative cost of ten percent of the Contract Amount remaining at the time of default and/or bankruptcy plus all attorney fees incurred by Jacquin

b) Subcontractor acknowledges it has read all portions of the Specifications. Furthermore, any part of the Specifications which requires the General Contractor to include specific provisions in Subcontracts or Purchase Orders is hereby acknowledged to be included in this Agreement even though the specific text is not rewritten in this document.

c) To help ensure a safe, healthy and productive work environment for the employees of Jacquin and others, to protect Jacquin's property, and to assure efficient operations, Jacquin has developed and adopted a Company-wide policy establishing a drug and alcohol free workplace. Jacquin reserves the right to test upon reasonable suspicion employees of subcontractors for the presence of drugs and alcohol or to remove the employee from the premises for the remaining construction period.

d) Subcontractor's attendance at Jacquins' Weekly Subcontractor Progress Meetings is mandatory beginning two weeks prior to starting Subcontractor's Work or as otherwise requested by Jacquin and while Subcontractor has men working on the Project. Subcontractor's

Superintendent and Subcontractor's Project Manager shall attend the weekly meetings. Failure to attend is a violation of this Agreement and will be treated accordingly.

e) Description of Work: Subcontractor shall be responsible for layout and completion of all work included in this Agreement, including but not limited to providing all labor, materials, scaffolds, tools, hoisting facilities, cranes and equipment required to perform and complete the work included in this Agreement, for all required Sitework in accordance with the Contract Documents **Including Division 1 General Requirements**, and prepared by the Architect; work to meet all local codes, ordinances and OSHA requirements. This work to include but not be limited to; the following:

f) Subcontractor agrees that included in this Agreement are all costs for complete systems and all project requirements in accordance with Jacquin's contract with the Owner. Subcontractor shall review all drawings and specifications prepared by the Architect to insure those construction documents are complete and comply fully with the project's requirements. Failure to include all the project's requirements contained in the construction documents shall not be cause for additional compensation to Subcontractor. No changes shall be made to this agreement for Changes in the Work unless such Work is outside the contract obligation **Jacquin** has with the Owner and **Jacquin** receives a change order from the Owner for that change.

1. All shop drawings and submittals.

2. All materials, products, goods, services, installation, etc will be installed per plans, specifications and manufacturer's warranties.

3. All clearing/grubbing of site. Take care during the clearing process not to damage any trees or vegetation to remain.

4. Protect existing silt fence, silt fence damaged by Tommy Hawkins to be repaired at your cost.

5. Construction driveway to include any required maintenance.

6. All excavation, cuts, and fills to grade.

7. All imported fill to achieve proposed elevations.

8. Any dewatering required for work by Subcontractor.

9. All grading and compaction for the building pads, sidewalks and final grade.

10. All water and sewer improvements.

11. All storm drain improvements.

12. All sub grades, bases and asphalt for parking and drives.

13. All concrete curbs and curb replacement.

14. Spread and compact granite in storage yard to be provided and delivered by owner.

15. Demo includes but not limited to, concrete driveway, existing building pad, existing dock ramp and all known Rail Road tracks located on site.

16. Removal of all excess fill from site.'

17. All signage, striping and carstops for the project.

18. Survey and layout will be provided one time by PJSI. Any re-staking to be done at cost by Hawkins.

Construction Manager
Rocla Concrete Tie
600 S. 3rd St. Ft. Pierce, FL
9/8/2015 For Construction
Exhibit "C" - List of Documents

Sheet #	Drawing Title	Dwg. Date	Rev. Date
	Office Building		
	Architectural		
Cover	Cover	06/10/15	
ABB	Abbreviations / General Notes	05/07/15	
ACC	Accessibilty Details	05/07/15	
A-2	Floor Plan Office Bldg. / Schedules	06/10/15	
A-3	Elevations Manufacturing Bldg.	06/10/15	
A-6	Building Section Office Bldg.	06/10/15	
A-7	Reflected Ceiling Plan-Office	05/07/15	
A-8	Details, Interior Elevations	06/10/15	
A-9	Details	06/10/15	
LS-1	Life Safety Plan	06/10/15	
	Structural		
S-0.1	Design Criteria & General Notes	06/10/15	
S-0.2	Wind Pressure Diagram / General Notes	06/10/15	
S-2	Foundation & Slab Plan - Office	06/10/15	
S-4	Foundation Sections & Details	06/10/15	
S-5	Foundation Sections & Details	06/10/15	
S-6	Foundation Sections & Details	06/10/15	
	Mechanical		
M-0.1	Mechanical Notes	05/28/15	
M-2.1	Mechaical Plan - Office	05/28/15	
M-6.1	Schedules & Details	05/28/15	
	Electrical		
E-0.1	Electrical Notes	05/28/15	
E-2.1	Lighting Plan - Office	05/28/15	
E-3.1	Power Plan - Office	05/28/15	7/21/2015
E-5.1	Riser Diagram - Schedules	05/28/15	7/21/2015
		05/28/15	
	Plumbing		
P0.1	Plumbing Notes	05/28/15	7/21/2015

Initials

Construction Manager
Rocla Concrete Tie
600 S. 3rd St. Ft. Pierce, FL
9/8/2015 For Construction
Exhibit "C" - List of Documents

Sheet #	Drawing Title	Dwg. Date	Rev. Date
P2.1	Sanitary Plan -Office	05/28/15	7/21/2015
P3.1	Domestic Water Plan - Office	05/28/15	
P5.1	Sanitary Isometric	05/28/15	
	Plant Building		
	Architectural		
Cover	Cover	06/10/15	
ABB	Abbreviations / General Notes	05/07/15	
ACC	Accessibilty Details	05/07/15	
A-1	Floor Plan Manufacturing Plant	06/10/15	
A-3	Elevations	06/10/15	
A-4	Elevations	06/10/15	
A-5	Building Section Manfacturing Plant	06/10/15	
A-5.1	Building Section Manfacturing Plant	06/10/15	
A-8	Details	06/10/15	
A-9	Details	06/10/15	
LS-1	Life Safety Plan	06/10/15	
	Structural		
S-0.1	Desighn Criteria & General Notes	06/10/15	
S-0.2	Wind Pressure Diagram / General Notes	06/10/15	
S-1	Foundation & Slab Plan- Plant	06/10/15	8/5/2015
S-3	Foundation & Slab Plan - Batch Plant	06/10/15	8/5/2015
S-4	Foundation Section & Details	06/10/15	
S-5	Foundation Section & Details	06/10/15	8/5/2015
S-6	Foundation Section & Details	06/10/15	8/5/2015
S-7	Foundation Section & Details	06/10/15	8/5/2015
	Mechanical		
M0.1	Mechanical Notes	05/28/15	
M2.1	Mecahnical Plan - Plant	05/28/15	
M6.1	Schedules & Details	05/28/15	
	Electrical		
E0.1	Elecrical Notes	05/28/15	
E1.1	Site Lighting Plan	05/28/15	
E1.2	Site Power Plan	05/28/15	
E2.1	Lighting Plan - Plant	05/28/15	
E3.1	Power Plan - Plant	05/28/15	
E5.1	Riser Diagram - Schedules	05/28/15	
	Plumbing		
P0.1	Plumbing Notes		
P2.1	Plumbing Plan- Plant		

Initials

Construction Manager
Rocla Concrete Tie
600 S. 3rd St. Ft. Pierce, FL
9/8/2015 For Construction
Exhibit "C" - List of Documents

Sheet #	Drawing Title	Dwg. Date	Rev. Date
	Civils		
Cover	Cover Sheet	07/01/15	
2 of 13	Horizontal Control & Striping Plan	07/01/15	
3 of 13	Paving & Drainage	07/01/15	
4 of 13	Grading Plan	07/01/15	
5 of 13	Utility Plan	07/01/15	
6 of 13	Paving Grading & Draining Details	07/01/15	
7 of 13	Paving Grading & Draining Details	07/01/15	
8 of 13	Utility Plan Details	07/01/15	
9 of 13	Utility Plan Details	07/01/15	
10 of 13	Water & Wastewater Details	07/01/15	
11 of 13	SWPP Plan	07/01/15	
12 of 13	SWPP Specifications	07/01/15	
13 of 13	Specifications	07/01/15	
1 of 1	Boundary , TOPO & Tree Survey	12/10/14	5/28/2015
1 of 1	Site Plan	06/02/15	6/2/2015
1of 2	Final Landscape	05/05/14	5/25/2015
2 of 2	Final Landscape Notes & Details	05/05/14	5/25/2015
	Kirby Plans Pages 1 to 32 Manufacturing		7/31/2015
	Kriby Plans pages 1 to 13 Office		6/16/2015

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Jacquin & Sons

Paul General Contractor Construction Manager Design - Builder Inc.

Commercial
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EXHIBIT D

PARTIAL RELEASE

The undersigned, for and in consideration of the sum of $_____and other good and valuable considerations to the undersigned having been paid for work performed through _____(Date), with an order given by _____., on the job of **Rocla Concrete Tie Factory Fort Pierce** the receipt and sufficiency of such being hereby acknowledged, does hereby waive, release, remise and relinquish in favor of the Contractor any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under contract, in tort, in equity or otherwise, whether known or unknown, which the undersigned has now or may have had arising out of the performance of work or the furnishing of labor or materials by the undersigned through the above-specified date as to or on the real property at **600 South 3rd Street, Fort Pierce, FL**. This Receipt and Partial Release shall not operate to waive, release, remise or relinquish any lien or claim of the undersigned for sums in excess of said amount or for labor, services and materials to be furnished after this date.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. The undersigned further agrees that making and receipt of payment and execution of the Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to _____.

In WITNESS whereof, the undersigned has caused this Receipt and Partial Release of Lien to be executed this day of _____, 20 ____.

COMPANY: _____

Signature: _____

Print Name: _____

Title: _____

Must be a corporate officer, President, vice President, Secretary, Treasure or a letter of authorization must be attached that is signed by a corporate officer listing the authorized signers.

Subscribed, sworn to and acknowledged before me the day and year written above.

_____

NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

EXHIBIT E

FINAL RELEASE

The undersigned for and in consideration of the final payment of _____ and other good and valuable consideration to the undersigned having been paid for work performed under an order given by _____., on the job of **Rocla Concrete Tie Factory Fort Pierce** the receipt and sufficiency of such being hereby acknowledged, does hereby waive, release, remise and relinquish in favor of the Owner any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under contract, in tort, in equity or otherwise, whether known or unknown which the undersigned has now or may have had arising out of the performance of work or the furnishing of labor or materials by the undersigned at any and all times as to or on the real property at **600 South 3rd Street, Fort Pierce, FL** known as **Rocla** _____.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. The undersigned further agrees that making and receipt of payment and execution of the Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to _____.

IN WITNESS WHEREOF, the undersigned has caused this Final Release to be executed, this _____ day of _____, 20 ____.

COMPANY:_____

Signature:_____

Name:_____

Title:_____

Must be a corporate officer, President, vice President, Secretary, Treasure or a letter of authorization must be attached that is signed by a corporate officer listing the authorized signers.

Subscribed, sworn to and acknowledged before me the day and year written above.

_____
NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

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Jacquin & Sons

Paul General Contractor Construction Manager Design - Builder Inc.

Commercial
Industrial
Residential

EXHIBIT "F"

REQUIREMENTS FOR PAYMENT

The following items need to be supplied to us in fulfillment of your subcontract on the Rocla Concrete Tie Factory Fort Pierce)

1. **A certificate of Insurance for General Liability and Worker's Compensation with current dates and all required endorsements needs to be on file in this office before any work is done on the jobsite. If your insurance expires during the course of the project, a renewal notice must reach us prior to the expiration date; failure to do so could result in delayed payment to you.**

2. **A complete listing of all officers of the Corporation or any individual designated in corporate minutes that is a representative of the corporation and duly authorized to sign a Release of Lien.**

Please note that all payments to subcontractors must be collected in Contractor's Office and a Release of Lien signed at that time. All subcontractors are responsible for their materialmen and subs who furnish "Notice to Owners". Releases from these suppliers must be given to the General Contractor at the time payment is received. No subcontractor will receive payment unless all Releases pertaining to his company in file are current. Partial Release of Liens must be through the 25th of the month preceding payment. Example: If a check is received on February 10th, all releases must be through January 25th. Final releases from suppliers are to be submitted prior to the 100% minus retainage payment. This includes, but is not limited to, anyone who submitted a Notice to Owner on your company. All release of liens MUST be unconditional, no conditional release of liens will be accepted. **If subcontractor can not make payment to their materialmen and subs, and PJSI has to pay them, there will be a fee assessed for each one PJSI has to pay. The fee for the first check written will be $250, for each check after that the fee will be $500.**

3. A Tax Equity form must be completed and on file in order to process your payment request.

4. All payment requests must be completed on our designated form with information completed. ANY authorized Change Orders are to be included in the "Contract to Date" total with an attached copy of the signed Change Order.

5. All Warranty and Closeout Documents must be turned in prior to payment of 100% minus retainage.

Above information is required but not limited to.

Signature of Owner / Officer of Corporation

Printed Name & Title

9-21-15

Date

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Paul General Contractor Construction Manager Design - Builder Inc.

Commercial
Industrial
Residential

Rocla Concrete Tie Factory Fort Pierce

Exhibit "G"

INSURANCE REQUIRED OF SUBCONTRACTORS

Prior to commencement of work, Subcontractor shall provide Contractor with proof of the following insurance on the specified forms and endorsements:

Commercial General Liability coverage in the minimum amount of $1,000,000/2,000,000;

Workers' Compensation coverage in the minimum amount as required by Florida law.

If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising. Contractor and all other parties, if required, of the Agreement. Contractor at a minimum, and Owner if required by Contract, shall be included as insured on the CGL using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor and shall apply as primary insurance before any other insurance or self-insurance, including any deductible maintained by, or provided to the additional insured.

A waiver of subrogation shall apply to workers compensation and general liability. The endorsement must accompany the certificates.

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Paul General Contractor Construction Manager Design - Builder Inc.

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Rocla Concrete Tie Factory Fort Pierce

EXHIBIT "H"

SUBCONTRACTOR'S WARRANTY AND GUARANTEE

LOCATION: 600 S 3rd Street, Fort Pierce, FL
OWNER: Rocla Concrete Tie, Inc.
GENERAL CONTRACTOR: Paul Jacquin & Sons, Inc.

We _____, Subcontractor for PAUL JACQUIN & SONS, INC., for (Trade), described in Contract Documents including the Plans, Drawings, Specifications and Scope of Work as stated in our Subcontract Agreement, hereby warrant to the Contractor that all labor and materials furnished and work performed in conjunction with the above referenced project are in accordance with the Contract Documents and authorized modifications thereto will be free from defects due to defective design, materials or workmanship. Specifically, the goods and/or work will be new and (1) in full conformity with all specifications, drawings, and samples, if any, submitted by Subcontractor; (2) in full conformity with all of Subcontractor's specifications and representations with respect thereto, however made; (3) in full conformity with the plans and specifications. If, within a period of _____ year(s) from the date of acceptance of the Work by the Contractor, or such longer period of time as may be prescribed by law or otherwise specified in the Contract Documents, the Work or any portion thereof shall fail to meet the requirements of this warranty agreement, then the undersigned shall repair and/or, at the option of the Contractor, replace at its own cost and expense all such defective or non-complying work, together with any adjacent structures or facilities which have been displaced or damaged by so doing or which may have been damaged as a result of any defect in workmanship, material and/or equipment or the failure of the Work to comply with the Contract Documents. Subcontractor shall be liable to the Contractor for latent defects for as long as the Contractor may be liable to the Owner for such defects. Subcontractor is responsible for the cost of repair and/or replacement of other work damaged due to the defect or failure of Subcontractor's work, including but not limited to the cost of all materials, parts, transportation, supervision, labor, equipment, special tools, and supplies required for replacement or repair of parts and for correction of defects. Such repairs and/or replacements shall be performed in accordance with all agreements, terms, conditions, covenants and provisions of the Contract Documents pursuant to which the work was performed in the first instance.

This warranty covers all repairs and replacements furnished under the warranty. The warranty period for each repair or replacement is one year after installation or completion, except as otherwise prescribed by the terms of any special warranties required by the contract documents or applicable statutes.

The Contractor will give Subcontractor written notice of defective work. The Subcontractor agrees to respond to any warranty work request by the Contractor or Owner within 24 hours of notification, including weekends and holidays. Notices before 10 a.m. shall be handled by Subcontractor on the same day. Should Subcontractor fail to correct work within the time frame s specified for the type, non-critical items (48) forty-eight hours and critical items (24) hours (electrical, plumbing, HVAC and roofing), the Contractor may proceed to correct the Subcontractor's defective work. Subcontractor agrees to pay such charges upon demand. The Contractor may perform such corrective work or cause it to be performed by others and charge the undersigned with the cost thereof. If the Contractor performs the work it may retain sums due to Subcontractor under a separate Agreement should sums due under this Subcontract have been fully paid or are otherwise insufficient to cover the costs incurred by the Contractor in making the repairs, adjustments, or replacements required.

SUBCONTRACTOR

Company:_____

Name:_____

Address:_____

Phone:_____

Fax:_____

By:_____

_____
(Title)

After Hours Contact:

Name:_____

Phone:_____

Initials _____

CHANGE ORDER

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

EXHIBIT "I"

Paul Jacquin & Sons Inc. Est. 1940 — General Contractor, Construction Manager, Design-Builder

PROJECT: Rocla Concrete Tie Factory 15002
600 S 3rd Street
Fort Pierce, FL

TO Subcontractor:
Tommy Hawkins & Sons 15002-011
909 Barrel Ave
Fort Pierce, FL 34982

Vendor # 3045

CHANGE ORDER NUMBER:

INITIATION DATE:

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 9/11/15

NOT VALID UNLESS SIGNED BY CONTRACTOR AND SUBCONTRACTOR.
Signature of the Contractor, indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was	$	572,555.00
Net change by previously authorized Change Orders	$	
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	$	
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order	$	
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be	$	

The Contract Time will be (increased) (decreased) (unchanged) by ( ) **Days.**
The Date of Substantial Completion as of the date of this Change Order therefore is

Authorized:

CONTRACTOR	SUBCONTRACTOR
Paul Jacquin & Sons, Inc.	Tommy Hawkins
P.O. Box 4343	909 Barrel Ave
Fort Pierce, FL 34948	Fort Pierce, FL 34982
By_____	By_____
Date	Date

EXHIBIT "J"

PAUL JACQUIN & SONS, INC.
General Contractors
P.O. Box 4343
Fort Pierce, FL 34948

SUBCONTRACTORS APPLICATION FOR PAYMENT
(must be received in our office on or before the **23rd** of the month)

FROM: Tommy Hawkins 15002-011

909 Barrel Ave

Fort Pierce, FL

Name of Person Preparing Application

APPLICATION # _____

DATE _____

JOB # 15002 – Rocla Concrete Tie

VENDOR # 3045

DATE OF SUBCONTRACT 9/11/15

STATEMENT OF CONTRACT

CONTRACT AMOUNT .....$ 572,555.00
APPROVED CHANGE ORDERS THRU _____ 20 _____ .....$ _____

ADJUSTED CONTRACT TO DATE .....$ _____

CURRENT MONTHS BILLING

OUR BILLING FOR THE MONTH OF _____ 20 _____ .....$ _____
CHANGE ORDERS FOR THE MONTH OF _____ 20 _____ .....$ _____

SUBTOTAL .....$ _____

LESS _____ % RETAINAGE .....$ _____

NET BILLING FOR _____ 20 _____ .....$ _____

JOB TO DATE APPLICATION CALCULATIONS

_____ % WORK COMPLETED TO DATE .....$ _____
MATERIAL STORED ON JOBSITE .....$ _____

TOTAL WORK COMPLETED AND MATERIAL STORED ON JOBSITE .....$ _____
LESS TOTAL RETAINAGE.....$ _____

SUBTOTAL .....$ _____

LESS PREVIOUS PAYMENTS.....$ _____

AMOUNT OF THIS APPLICATION .....$ _____

*** NOTE: NET BILLING FOR MONTH AND AMOUNT OF APPLICATION SHOULD BE EQUAL!!!

EXHIBIT "K"

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Jacquin & Sons — General Contractor, Construction Manager, Design-Builder

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO.:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE)

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS. 1735 NEW YORK AVENUE, N.W., WASHINGTON D.C. 20006-5292 • **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

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Paul General Contractor Construction Manager Design - Builder Inc.

Commercial
Industrial
Residential

EXHIBIT "L"

Rocla Concrete Tie Factory Fort Pierce

Tax Equity Form

Name _____

_____

Address _____

_____

Phone _____

Gentlemen;

The Tax Equity and Fiscal Responsibility Act of 1982 established reporting requirements for all payments of $600.00 or more made to individuals and partnerships in the course of conducting a trade or business. Form 1099 will be issued annually to report these payments. In order for us to fulfill these requirements, please return this letter after checking the appropriate box and writing in your Tax Identification or Social Security Number. Please make sure the name noted above is exactly how your Tax ID is issued.

1. ( ) Corporation (I.D. Number) _____ ( ) Please check if a 1099 is required
2. ( ) Partnership (I.D. Number) _____
3. ( ) Individual (Social Security #) _____
4. ( ) Other (explain) (I.D. Number) _____

_____ _____

Signature Date

After December 31, 1992, the law requires 31% withholding on amounts paid to persons who have not submitted correct taxpayer identification numbers for purposes of fulfilling this reporting requirement. We know that certain businesses are exempt from the above, however, we would appreciate your immediate response to this letter in order that our records will be complete.

Please mail your reply to: Paul Jacquin & Sons, Inc.
P.O. Box 4343
Fort Pierce, FL 34948-4343

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Paul General Contractor Construction Manager Design - Builder Inc.

Commercial
Industrial
Residential

Rocla Concrete Tie Factory Fort Pierce

Exhibit M

TOBACCO FREE ENVIRONMENT

No student, employee, volunteer, contractor or school visitor is permitted to use tobacco products of any kind or e-cigarettes:

A. In any building, facility, or vehicle that is owned, leased, or rented by the District.

B. On any district-owned, leased, rented, or chartered grounds and property – including all schools, district offices, athletic fields, practice fields, playgrounds, parking lots, administrative offices, maintenance, transportation areas, etc.

C. At any off-campus, school-sponsored event.

Per School Board policy 2.90 and Jacquin & Sons.

_____
Subcontractor Name

_____
Address

_____
City, State, Zip

_____
Signature of Owner / Officer of Corporation

_____
Printed Name & Title

_____
Date

Rocla Concrete Tie Factory Fort Pierce

Exhibit N

Vendor Delivery Route Map



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Instructions to Bidders

PLEASE READ THIS REQUEST COMPLETELY TO INSURE COMPLIANCE WITH ALL BID REQUIREMENTS

PROJECT: Rocla Tie Plant

PROJECT LOCATION: 600 South 3rd Street, Fort Pierce, FL. 34950

OWNER: Rocla Concrete Tie, Inc.

PROJECT DESIGN TEAM: EDB Architects, Culpepper & Terpening Civil Engineers

CONSTRUCTION MANAGER:
Paul Jacquin & Sons, Inc.
7348 Commercial Circle, Fort Pierce, FL 34951
Phone (772) 465-2475 Fax (772) 466-2806
Jared Modine, Project Manager

PRE BID MEETING: N/A

BID DATE and BID REQUIREMENTS:
Sealed bids will be received until **July 9th 2015 at 10:00 am est.**, at the office of the Construction Manager, Paul Jacquin & Sons, Inc. 7348 Commercial Circle, Fort Pierce, FL 34951. Indicate the project name on the outside of the bid package. Verbal or faxed bids may not be accepted. Bids must be on the Bid Proposal Form [redacted] Please note we would like the Plant, Office Building and Site to bid separately **SUB-CONTRACTOR QUALIFICATION FORM** ([redacted] These forms are available at the Construction Manager's office and at www.pjsi.com.

All bidders are responsible for the review of the project site and understanding the existing conditions.

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Jacquin & Sons Construction pjsi.com CGC060473 75th ANNIVERSARY

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GUARANTEED MAXIMUM PRICE/SCOPE OF WORK:
The bidding subcontractor shall submit a Guaranteed Maximum Price for the subcontractor's specified scope of work. The subcontractor's bid-GMP shall represent the full and complete amount for which the subcontractor agrees to complete the project.

BOND REQUIREMENTS:
All Subcontractors submitting bids exceeding one hundred thousand dollars ($100,000) are required to include a performance and payment bond as part of their pricing. Requirements for including a bond on all bids that do not exceed one hundred thousand dollars ($100,000) will be reviewed on a case by case basis. Surety Requirements: PJSI requires a 100% Performance and Payment Bond on the Exhibited Format from a surety and attorney in fact licensed to do business in the State of Florida, surety having an A.M. Best Rating of "A, V" or better and a U.S. Treasury Listing for at least the bond amount. Please see [redacted]".

SUBCONTRACTOR AGREEMENT – PJSI SUBCONTRACT:
A copy of the Paul Jacquin & Sons standard Subcontract Agreement is attached or available from our office upon request. This agreement will be the contract executed between each successful subcontractor and Paul Jacquin & Sons, Inc ([redacted]

INSURANCE REQUIREMENTS:
Please see [redacted] and Subcontract Agreement for insurance requirements whichever document is greater takes precedence.

CONTRACT DOCUMENTS:
Plans and Specifications will be available at the Construction Manager's office for review from 8:00 AM to 4:00 PM Monday through Friday, or a CD will be available from the office of Jacquin and Son's. The construction documents are also available on line at www.pjsi.com, contact Robert Jacquin or Scott Kraum for a username and password. List of Construction Documents ([redacted]

QUESTIONS REGARDING PROJECT:
Please review the plans and specifications and note any items requiring clarification. Questions or request to use alternate products should be directed, **IN WRITING**, to Paul Jacquin & Sons Inc. attention robert.jacquin@pjsi.com or fax to Robert Jacquin at 772-466-2806. Please note we need all questions in no later than July 1, 2015 at 10:00am est.

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Jacquin & Sons Construction pjsi.com CGC060473 75th ANNIVERSARY

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Industrial
Residential

PROJECT SCHEDULE AND WORK DAYS / HOURS:
Please see [redacted] Project Schedule. The start date for the project is July 27, 2015 and Project end date is December 23, 2015 (please note this includes Equipment installation and start up). The work days and hours are as follows Monday and Saturday 7:30 am to 4:00pm. Please make sure to include all manpower needs to achieve the target end date in your bid submission.

PROJECT SAFETY:
Please note the property is owned by Florida East Coast Railway which will require us to wear all Personal Protective Equipment including but not limited to hard hat, vests, safety glasses, steel toed boots, etc. per OSHA and FEC standards. This should be consider and included during your proposal submission. At the Cities request we would like all deliveries from US1 to come down Georgia Ave to South 3rd Street

AWARD OF SUB CONTRACTS:
Rocla Concrete Tie, Inc. and Paul Jacquin & Sons, Inc. reserves the right to reject any and all bids and to waive any informality. All proposals shall remain in force for 60 days after the date of the bid opening. Rocla Concrete Tie, Inc. and Paul Jacquin & Sons, Inc. may waive minor technicalities and chose sub-contractors based on the best interest of Rocla Concrete Tie Inc.

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Paul General Contractor Construction Manager Design - Builder Inc.

Commercial
Industrial
Residential

Rocla Concrete Tie Factory Fort Pierce

SUBCONTRACTOR SAFETY AFFIDAVIT

Subcontractor shall comply with all federal, state, municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements including those relating to safety. Interpretation of the laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements are at the sole discretion of Paul Jacquin & Son's, Inc.

Subcontractor will be required to follow all safety and housekeeping guidelines as provided by Jacquin, written and/or verbal. Attached to this affidavit is a copy of Jacquin's Safety Manual.

Subcontractor will be provided reasonable opportunity to comply with safety guidelines if or when subcontractor is found to be in violation of said guidelines, written or verbal. Multiple and/or serious violations may result in a fine to subcontractor.

All subcontractor's workers will be required to show up with, and wear, all necessary Personal Protective Equipment (PPE). If PPE is supplied to subcontractor by Jacquin, a fee will accompany the violation. If PPE is not available, subcontractor may be asked to leave the jobsite.

Signing this affidavit is also acknowledging receipt of Jacquin's Safety Manual.

Subcontractor Name

Address

City, State, Zip

Signature of Owner / Officer of Corporation

Printed Name & Title

Date

P.O. Box 4343 · Fort Pierce, FL 34948 · Phone (772) 465-2475 · Fax (772) 466-2806
CGC 022708 CGC 056649 CGC 060473 CGC 1507936 CCC 056636

Jacquin Copy

Established 1940

Paul Jacquin & Sons Inc.

General Contractor
Construction Manager
Design - Builder

Commercial
Industrial
Residential

PAUL JACQUIN & SONS, INC.
Date: January 28, 2016
SUBCONTRACT AGREEMENT

Owner:	**Rocla Concrete Tie, Inc** **1819 Denver West Drive, Suite 450** **Lakewood, CO 80401**	
Architect:	**Edlund, Dritenbas & Binkley** **65 Royal Palm Pointe, Suite D** **Vero Beach, FL 32960**	
Project:	**Rocla Concrete Tie Factory Fort Pierce** **600 S 3rd Street** **Fort Pierce, FL**	
Contractor:	Paul Jacquin & Sons, Inc. P.O. Bo 4343 Ft. Pierce, FL 34948-4343	
Subcontractor:	**Gary Roberts Nursery & Landscape, Inc.** **4200 Johnston Road** **Fort Pierce, FL 34951** **MAILING ADDRESS:** **437 Rouse Road** **Fort Pierce, FL 34946** **Telephone: (772) 460-1539** **Facsimile: (772) 464-2696**	**Cost Code #** **2140-S**
Subcontract Price:	**$71,511.00**	
Retainage Percentage:	*10%*	

The foregoing terms are incorporated into and more fully explained in the provisions that follow:

THIS AGREEMENT, made as of the 28th day of January, 2016 by and between Paul Jacquin & Sons, Inc. (hereinafter-called Contractor), and Gary Roberts Nursery & Landscape, Inc. hereinafter-called Subcontractor).

WITNESSETH, that Subcontractor and Contractor agree as follows:

1. **INCORPORATION OF CONTRACT DOCUMENTS.** Subcontractor shall perform and furnish all the work, labor, supervision, services, plant, equipment, tools, scaffolds, appliances, materials and all other things necessary for the incorporation into the Project of the work described in Exhibit B & C hereto (hereinafter called The Work). Subcontractor shall be bound to Contractor by the terms and conditions of all Contract documents for the Project, and the addendums, exhibits, additional provisions, and all modifications thereto, including without limitation the Contractor-Owner Contract and the exhibits thereto general conditions, drawings, plans and specifications, (the above-listed documents are hereafter referred to collectively as the "Contract Documents"), which are expressly incorporated herein, and all warranties, and shall assume toward Contractor all the obligations and responsibilities that Contractor, by these documents, assumes towards the Owner. If any provision of this Subcontract Agreement conflicts with any provisions of any other Contract Document, the provision in this agreement shall control. The payment provisions of the Contractor-Owner Contract are expressly excluded.

2. **SUBCONTRACTOR'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS.** The Work hereunder is a portion of the work to be provided to Owner and is to be performed and furnished to the satisfaction of Contractor. Subcontractor certifies that he has examined all the plans, drawings and specifications prepared by said Architect for the entire work, of which the work covered by the Subcontract is a part. The Subcontractor and his Subcontractors will be bound by all parts of said plans and specifications insofar as they relate in any way to the Work undertaken herein.

It is understood and agreed that the Subcontractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Subcontract. No verbal agreement or conversation with any officer, agent, or employee of Contractor, either before or after execution of this Subcontract, shall affect or modify any of the terms or obligations herein contained.

3. **SUBCONTRACTOR IS AN INDEPENDENT CONTRACTOR.** Subcontractor is an independent contractor and shall, at its sole cost and expense and without increase in the Subcontract Price, comply with all laws, rules, ordinances, codes, and regulations of all governing bodies having jurisdiction over the Work. Subcontractor shall have sole responsibility for the means and methods of performing the Work required under this Subcontract. Subcontractor shall be primarily responsible to assure the safety of its own equipment, appliances, material and working conditions, techniques and procedures.

Subcontractor must obtain and pay for all necessary permits and licenses, including business licenses, Jessica Lunsford Act Certification and Davis Bacon Act. Subcontractor must pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for Social Security, worker's compensation, and unemployment or disability insurance which are measured by wages, salaries, or other remunerations paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations.

Subcontractor shall comply with all federal, state, municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements including, among others, those relating to safety, discrimination in employment, fair employment practices, or equal opportunity, and with the requirements of the American Insurance Association, whether or not provided for by the plans, specifications, general conditions or other Contract Documents, without additional charge or expense to the Contractor and shall also be responsible for and correct, at its own expense and cost, any violations resulting from or in connection with the performance of its Work. Subcontractor shall at any time upon demand furnish such proof as Contractor may require showing such compliance and the correction of such violations.

Nothing herein limits the Contractor's right to approve Subcontractor's proposed subsubcontractors and suppliers of materials as may be required and employed to complete the Work. Subcontractor shall remove from the Project any employee Contractor determines to be detrimental to the Project.

4. **PRICE.** It is understood that the Subcontract is a lump sum cost agreement (including applicable taxes) for the Price set forth on page 1 of this Subcontract (the "Price"). All work and costs to complete the Work as shown on the plans and specifications and described in the Scope of Work are solely the Subcontractor's responsibility. The Subcontractor acknowledges the present volatility of the availability and cost of certain construction labor, supplies, and materials. The Subcontractor agrees that all risk of price escalation and/or labor or material shortage shall be expressly and solely born by the Subcontractor. Additionally, Subcontractor will be solely responsible for the unavailability of sufficient materials, equipment, and labor necessary to fully complete its scope of work and shall be liable to Contractor for non-delivery or untimely delivery for any reason.

5. **PAYMENT.**

Conditions Precedent to Subcontractor's Entitlement to Progress and Final Payment. Subcontractor agrees that it will not be entitled to payment under the Subcontract until all of the following express conditions precedent to Subcontractor's entitlement to payment have been satisfied:

Contractor's receipt in current funds from the Owner for the progress payments due the Subcontractor. If the Owner has not paid the Contractor for any reason whatsoever, the Subcontractor agrees that the Contractor shall not be liable for payment nor be indebted to the Subcontractor. Contractor's receipt of payment from Owner for Subcontractor's work is an absolute condition precedent to Subcontractor's entitlement to payment from Contractor.

Contractor's receipt of Subcontractor's completed waivers on the form attached hereto as Exhibit D (for progress payments) and receipt of completed waivers on the form attached hereto as Exhibit D and E (for final payment) for all persons or entities providing labor, services, or materials on its behalf at the time of receipt of payment. If Subcontractor cannot supply waivers for all persons or entities providing labor, services, or materials on its behalf at the time of payment , it agrees that Contractor shall be allowed to pay any such persons or entities directly, without prior notice to Subcontractor, or to issue checks made jointly payable to Subcontractor and its laborers, subcontractors, or materialmen. Any such payment directly or through joint checks will be credited as a payment to Subcontractor for purposes of determining the Subcontractor's outstanding contract balance.

Contractor's receipt of the executed Subcontract.

Contractor's receipt of the Certificates of Insurance and endorsements reflecting the types and minimum limits of insurance as required and set forth in Exhibit G and naming Contractor as an additional insured.

Contractor's receipt and approval of the Subcontractor's Schedule of Values on AIA G703.

Contractor's receipt of a completed payment application on the form on Exhibit J & K (Pay app and cont sheet), with any supporting documentation or other substantiating information requested by Contractor. Subcontractor expressly acknowledges that Contractor may reduce and/or modify Subcontractor's payment application if, in Contractor's sole discretion, the actual percentage of completed work is less than what Subcontractor represents or if, in Contractor's sole discretion, the work represented to be complete is of poor quality and/or does not conform with the drawings, specifications, and other Contract Documents.

Contractor's satisfaction of any and all backcharges, debts, or other monies owed from this Project or other construction projects upon which Contractor and Subcontractor contracted.

Contractor's satisfaction that the Owner is not assessing liquidated damages or other delay damages against Contractor, some or all of which are attributable to Subcontractor.

Contractor's receipt of any and all submittals which, in Contractor's sole discretion, are necessary for maintenance of the job schedule.

Contractor's receipt of Subcontractor's state license, if applicable, and local licenses

If bonded, Contractor's receipt of Subcontractor's performance and payment bonds and Contractor's receipt of Subcontractor's surety's consent to progress and/or final payment
As-built and or Record drawings as deemed necessary by the Contractor
An express condition precedent to final payment only is Contractor's receipt of Subcontractor's fully executed Warranty on the form attached hereto as Exhibit H, and all other warranty documents required under the Contract Documents. Number of closeout packages depends on the job, there will be a minimum of 4 sets required for each set.

5.2 *Progress Payments.*
5.2.1 Subcontractor shall submit a Schedule of Values of the various portions of the Work on Exhibit K (cont sheet) for approval by the Contractor no later than 30 days from the execution of this Subcontract. Subcontractor shall submit a completed Application for Payment and Schedule of Values on Exhibits J & K, on or before the 23rd of the month, showing the proportionate value of the Work installed to date, from which shall be deducted the current retainage, all previous payments, and all charges for services, materials, equipment and other items furnished by Contractor to or chargeable to Subcontractor. Subcontractor agrees to provide Contractor all information, evidence or substantiation as Contractor may require with respect to the nature and extent of all obligations incurred by Subcontractor for or in connection with the Work.

5.2.2 Unless payment to Subcontractor is withheld in accordance with 5.5, Contractor shall pay to Subcontractor an amount equal to the value of Subcontractor's completed work, as determined by Contractor, less the current retainage, all previous payments, and all charges for services, materials, equipment and other items furnished by Contractor to or chargeable to Subcontractor. Previous payments shall include all amounts theretofore paid on account of the work, all charges for materials or services furnished by Contractor and properly chargeable to Subcontractor and all costs incurred by Contractor properly chargeable to Subcontractor as obligations of Subcontractor. "Current Retainage" shall be calculated in accordance with the retainage percentage set forth on page 1 of this Subcontract.

5.3 *Final Payment.* All the conditions precedent to Subcontractor's entitlement to payment articulated in 5.1 apply to Subcontractor's entitlement to final payment. If the conditions precedent have been satisfied, and payment to Subcontractor is not withheld in accordance with 5.5, final payment, including the unpaid balance of the Price and retention on account of Subcontractor's Work, shall be made within thirty (30) days after the last of the following to occur: (a) full completion of the Work by the Subcontractor, (b) Contractor's receipt of all documents or information requested by Contractor evidencing that Subcontractor has paid in full all persons furnishing labor or materials in connection with the Work, including any taxes or governmental charges with respect thereto or with respect to the Work, and that neither Subcontractor nor any person claiming under or through Subcontractor has filed or has the right to maintain a lien or other claim against the Owner or Contractor on the Project premises, and (c) the delivery of all guarantees, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items, including but not limited to the Subcontractor's Warranty on the form attached hereto as Exhibit H, required of Subcontractor or its suppliers with respect to the Work. (d) Upon receipt of final payment from owner. Unconditional final releases for Notice to Owners are due when subcontractor is paid 100% minus retainage.

5.4 *Final Payment if Subcontractor is terminated under Article 12.*
5.4.1. If Contractor exercises its right to terminate the Subcontractor under Article 12, the Subcontractor shall be entitled to payment for the value of the work actually performed. The Contractor shall not be liable to the Subcontractor for any other costs, charges, damages, or expenses, including but not limited to consequential damages; rental expenses; losses of use, income, and financing; loss of profit, anticipated profit, and overhead arising directly from the Work or the Work not performed; loss of business and reputation; principal office expenses including the compensation of personnel stationed there; or any commitments to suppliers, subcontractors or laborers. Payment after termination shall become due and payable 30 days after the occurrence of the last of the following express conditions precedent: (1) the Contractor corrects and / or completes the Subcontractor's performance in accordance with Article 11 and determines the amount of costs and expenses attributable to such, (2) the Contractor's receipt of full payment from Owner for Subcontractor's scope of work, including payment from Owner for

work Contractor corrected or completed subsequent to Subcontractor's default, and (3) the occurrence of all express conditions precedent to Contractor's final payment to Subcontractor.

5.4.2 If Subcontractor is terminated under paragraph 12.2, Subcontractor shall be entitled to payment for the value of the work actually performed. The Contractor shall not be liable to the Subcontractor for any other costs, charges, damages, or expenses, including but not limited to consequential damages; rental expenses; losses of use, income, and financing; loss of profit, anticipated profit, and overhead arising directly from the Work or the Work not performed; loss of business and reputation; principal office expenses including the compensation of personnel stationed there; or any commitments to suppliers, subcontractors or laborers. In such event, Subcontractor shall be entitled to payment within 30 days of the last of the following conditions precedent: (1) the Contractor's receipt of full payment from Owner for Subcontractor's scope of work, and (2) the occurrence of all express conditions precedent to Contractor's final payment to Subcontractor.

5.5 *Contractor's Additional Rights to Withhold Payment.* Contractor may withhold payment if any of the requirements of section 5.1 are not met. Additionally, if any claim is made or lien filed against Contractor, the Owner, the Project, or the premises upon which the Project is located, by any person claiming that Subcontractor or other person under Subcontractor has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Contractor or Owner might become liable and which is chargeable to Subcontractor; or if Subcontractor or other person under Subcontractor causes damage to the Work or to any other work on the Project; or if the Subcontractor fails to perform or is otherwise in default under any terms or provisions of the Agreement; Contractor shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate the Contractor and Owner for and indemnify them against any and all losses, liability, damages costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith. Contractor shall have the right to apply and charge against Subcontractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Subcontractor shall be liable for the difference and pay the same to Contractor or Owner.

5.6 *Liquidated Damages pass through to Subcontractor.* Subcontractor specifically acknowledges that to the extent that Contractors Agreement with the Owner contains a liquidated damages clause, Subcontractor shall be liable to Contractor in an amount not less than the amount for which the Contractor may be liable to the Owner for delays incurred by the Owner which are attributable in whole or in part to the performance of the Subcontractor or its sub-subcontractors or suppliers in the amount required of Contractor by its Contract with the Owner per day for each day such delay continues, which sum the Subcontractor hereby agrees to pay.

6. **CHANGE ORDERS.** Subcontractor shall not make any changes, additions or deletions on the Work except upon written order of Contractor. Subcontractor makes changes, additions, or deletions on the Work without written order of Contractor at its own risk. Contractor shall have the right, from time to time, whether the Work or any part hereof shall or shall not have been completed, to order changes, additions and/or deletions in the Work as either may deem necessary or appropriate, upon issuance of a written Change Order to Subcontractor. Subcontractor shall expeditiously perform the Work even if there is a dispute as the value of the Work.

7. **CLEAN-UP.**

7.1 Subcontractor shall at its own cost and expense (1) keep the premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in on-site locations or containers designated by Contractor and removing said

materials and rubbish from the premises, (2) clean and remove from its own Work and from all contiguous work of others, any soiling, staining, mortar, plaster, concrete or dirt resulting from the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area or as otherwise directed by Contractor, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials and perform final clean-up as required for Owner's acceptance.

8. **SCHEDULING AND TIME OF COMPLETION.**

8.1 *Schedule.* TIME IS OF THE ESSENCE OF THIS SUBCONTRACT. Subcontractor agrees (a) to provide, when requested, a schedule and, upon request, revised schedules of the Work for use by Contractor in scheduling the Project, (b) to provide at the Project site, the materials, equipment, laborers and supervision necessary to begin the Work upon the Contractor's order to do so, and (c) to perform the Work and all parts thereof promptly, diligently and in such order and sequence as Contractor may direct to assure the efficient, expeditious and timely prosecution of the Project, including furnishing sufficient forces, supervision, equipment and materials, at such times and for such periods, as Contractor may direct. Subcontractor acknowledges that the construction schedule will be revised by the Contractor as required during the course of the Project and that Subcontractor shall abide by all revisions to the construction schedule written or verbal.

8.2 *Contractors Right to Modify Project Schedule/No Damages for Delay.* Contractor may require Subcontractor to prosecute its Work in such sequence as the progress of other subcontractors and the Project schedule reasonably dictates and Contractor may order Subcontractor to accelerate or decelerate, to work overtime, to work weekends or nights, to increase or reduce manpower, materials or equipment or to take such other measures as Contractor deems necessary to timely complete the project-- ALL AT NO ADDITIONAL COST TO CONTRACTOR. It is expressly understood and agreed that the scheduling and sequencing of the Work is an exclusive right of Contractor and that Contractor reserves such right to reschedule and resequence Subcontractor's Work from time to time as the demands of the Project require without any additional cost or expense to be paid to Subcontractor. Should Subcontractor be delayed in the commencement, prosecution or completion of the Work by the act, omission, neglect, or default of Contractor, Owner and/or anyone employed by Contractor, Owner, or any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by the combined action of workmen in no way within Subcontractor's control and not due to any fault, neglect, act or omission on its part, then Subcontractor shall be entitled to an extension of time in which to complete the Work, such extension to be for a period determined by Contractor to be equivalent to the time lost by reason of any and all of aforesaid causes. Subcontractor shall not be entitled to any such time extension, however, unless a claim therefore is presented in writing to Contractor within forty-eight (48) hours of the commencement of such claimed delay. Failure to present a written claim to Contractor within 48 hours of the commencement of the delay waives any claims Subcontractor may have to an extension of time for that reason. Such extension or extensions of time, as determined by Contractor or the decision of Contractor that no such extension of time shall be allowed, shall release and discharge Contractor of and from any and all claims of whatever character, including claims for damages, by the Subcontractor on account of the aforesaid or any other causes of delay. In no event shall Subcontractor be entitled to any damage or other pecuniary compensation for delay resulting from the aforesaid causes, unless and only to the extent that Contractor receives additional compensation from the Owner for such delay.

9. **WARRANTY.** Subcontractor guarantees that the Work, including any materials or equipment furnished in connection therewith, shall be free from defects in design, materials, and workmanship and shall conform to and meet the requirements of the Contract Documents. Subcontractor shall provide the Contractor and Owner with a written warranty at the completion of the Work on the form attached hereto as Exhibit H. Subcontractor shall furnish any separate guarantee for the Work, or portions thereof, required under the Contract or Contract Documents.

10.1 Subcontractor and/or its insurer hereby agree to defend, indemnify, and hold harmless Contractor, its agents, employees, elected officers and representatives from any loss or damage and to reimburse Contractor, its agents, employees, elected officers and representatives for any and all expenses, including but not limited to attorneys' fees, legal fees, expert witness fees, and court costs that Contractor may incur because of:

10.1.1 Claims and liens for labor performed or materials used or furnished through or under Subcontractor for the Project;

10.1.2 any personal injury, loss, damage or death to any person or persons and any property damage arising out of the performance or nonperformance of Work required in this Subcontract, including, without limitation, any personal injury or loss, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's indemnity hereunder shall not arise if such injury, loss, damage or death results from the willful, wanton or intentional misconduct of a party indemnified hereunder;

10.1.3 Subcontractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by Subcontractor's acts or omissions.

10.2 Contractor, in its sole discretion, may defend any or all of the indemnified claims or tender to Subcontractor the defense of any or all of the indemnified claims. Upon such tender by Contractor to Subcontractor, Subcontractor shall be obligated to assume the defense of Contractor in the indemnified claims, including the settlement negotiations, and shall pay and satisfy any and all settlements, judgments, sanctions, awards, or expenses, including attorneys' fees, resulting from or arising out of the indemnified claims without reimbursement from Contractor.

10.3 If Contractor tenders the defense of an indemnified claim to Subcontractor and Subcontractor fails or neglects to assume that defense, Contractor may compromise or settle or defend any such action, and Subcontractor shall be bound and obligated to reimburse Contractor for the amount expended by it in settling, compromising, or defending any such claim, or in the amount expended by Contractor in paying any settlement or judgment rendered therein, together with all reasonable attorneys' fees and expenses of litigation incurred by Contractor by reason of its defense, settlement, or compromise of such indemnified claims.

10.4 Neither final payment by Contractor nor acceptance of the Work performed by Subcontractor shall constitute a waiver of the foregoing indemnities, and notwithstanding any other provision contained in this Subcontract, the provisions of this article shall survive the termination of this Subcontract.

10.5 In any claims by any employee of the Subcontractor, the Subcontractor's subsubcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, against any persons or entities indemnified

10. **INDEMNIFICATION.** To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses, and expenses, arising out of or resulting from the work and/or goods, including but not limited to attorney's fees, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Subcontractor, any Subsubcontractor, materials supplier, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Subcontractor's indemnification obligation to Contractor for occurrences caused by the sole, contributory, or concurrent negligence of Contractor shall be limited, on a per occurrence basis, to the greater of $1,000,000.00 (as prescribed by Florida Statute § 725.06), the price of this Subcontract, or the limits of liability of the insurance policies provided pursuant to Article 13, which Subcontractor acknowledges and agrees bears a reasonable commercial relationship to this Subcontract and which are deemed incorporated into the project specifications and bid documents.

10.1 Subcontractor and/or its insurer hereby agree to defend, indemnify, and hold harmless Contractor, its agents,

10. **INDEMNIFICATION.** To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses, and expenses, arising out of or resulting from the work and/or goods, including but not limited to attorney's fees, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Subcontractor, any Subsubcontractor, materials supplier, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Subcontractor's indemnification obligation to Contractor for occurrences caused by the sole, contributory, or concurrent negligence of Contractor shall be limited, on a per occurrence basis, to the greater of $1,000,000.00 (as prescribed by Florida Statute § 725.06), the price of this Subcontract, or the limits of liability of the insurance policies provided pursuant to Article 13, which Subcontractor acknowledges and agrees bears a reasonable commercial relationship to this Subcontract and which are deemed incorporated into the project specifications and bid documents.

10.1 Subcontractor and/or its insurer hereby agree to defend, indemnify, and hold harmless Contractor, its agents, employees, elected officers and representatives from any loss or damage and to reimburse Contractor, its agents, employees, elected officers and representatives for any and all expenses, including but not limited to attorneys' fees, legal fees, expert witness fees, and court costs that Contractor may incur because of:

10.1.1 Claims and liens for labor performed or materials used or furnished through or under Subcontractor for the Project;

10.1.2 any personal injury, loss, damage or death to any person or persons and any property damage arising out of the performance or nonperformance of Work required in this Subcontract, including, without limitation, any personal injury or loss, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's indemnity hereunder shall not arise if such injury, loss, damage or death results from the willful, wanton or intentional misconduct of a party indemnified hereunder;

10.1.3 Subcontractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by Subcontractor's acts or omissions.

10.2 Contractor, in its sole discretion, may defend any or all of the indemnified claims or tender to Subcontractor the defense of any or all of the indemnified claims. Upon such tender by Contractor to Subcontractor, Subcontractor shall be obligated to assume the defense of Contractor in the indemnified claims, including the settlement negotiations, and shall pay and satisfy any and all settlements, judgments, sanctions, awards, or expenses, including attorneys' fees, resulting from or arising out of the indemnified claims without reimbursement from Contractor.

10.3 If Contractor tenders the defense of an indemnified claim to Subcontractor and Subcontractor fails or neglects to assume that defense, Contractor may compromise or settle or defend any such action, and Subcontractor shall be bound and obligated to reimburse Contractor for the amount expended by it in settling, compromising, or defending any such claim, or in the amount expended by Contractor in paying any settlement or judgment rendered therein, together with all reasonable attorneys' fees and expenses of litigation incurred by Contractor by reason of its defense, settlement, or compromise of such indemnified claims.

10.4 Neither final payment by Contractor nor acceptance of the Work performed by Subcontractor shall constitute a waiver of the foregoing indemnities, and notwithstanding any other provision contained in this Subcontract, the provisions of this article shall survive the termination of this Subcontract.

10.5 In any claims by any employee of the Subcontractor, the Subcontractor's subsubcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, against any persons or entities indemnified

hereunder the indemnification obligation shall not be limited as to the amount or type of damages, compensation, or benefits payable by or for the Subcontractor or the Subcontractor's sub-contractors under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

11. **DEFAULT.**

11.1 *Acts or Events of Default.* Any of the following acts or events will render the Subcontractor in default of this Subcontract:

11.1.1 refusing or neglecting to supply sufficient skilled workmen or materials of the proper quality and quantity,

11.1.2 failing in any respect to prosecute the Work with promptness and diligence,

11.1.3 causing the stoppage or delay of or interference with or damage to the work of Contractor and Owner or of any other contractors or subcontractors on the Project by any act or omission,

11.1.4 failing to perform any of the terms and provisions of this Agreement or of the other Contract Documents, as determined in the Contractor's sole discretion,

11.1.5 failing to perform the Work or any portion thereof in accordance with the Contract Documents, as determined in the Contractor's sole discretion,

11.1.6 filing a certificate of dissolution by election or receiving a certificate of dissolution by an order of court or by operation of law,

11.1.7 filing a petition in bankruptcy or taking advantage of any bankruptcy, reorganization, moratorium or similar protection from creditors; becoming insolvent or be adjudged as bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order; or making a general assignment for the benefit of creditors, or

11.1.8 committing or omitting any other act or event which puts the Subcontractor in default, as determined by the Contractor.

11.2 *Notification of Default and Contractual Remedies for Default.* If Subcontractor fails to cure such default within 48 hours of Contractor providing written notice, then Contractor shall have the right (a) to perform and furnish through itself or through others any and all such labor or materials to correct, replace or otherwise remedy any such defects, deficiencies, or delayed performance by any reasonable and expedient means and to deduct the costs thereof from any monies due or to become due to Subcontractor under this Agreement or any other Project, and/or (b) to terminate the employment of Subcontractor, and for all or any portion of the Work, enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon for the purpose of completing the Work, all of which Subcontractor hereby transfers, assigns and sets over to Contractor for such purpose, and to employ any person or persons to complete the Work and provide all labor, services, materials, equipment and other items required therefore.

11.3 *Subcontractor's Responsibility for Remedy of Default and Effect on Subcontractor's Entitlement to Payment.* In the case of such action under 11.2(a) or 11.2(b) above, Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of Contractor; at which time, if the unpaid balance of the amount to be paid under this Agreement exceeds the costs and expenses incurred by Contractor in completing the Work, such excess shall be used first to pay the Subcontractor for its material and equipment so used and any amount thereafter remaining shall be apportioned between the Contractor and Subcontractor in ratio to the percentage of work completed by each party; but if such cost and expense shall exceed such unpaid balance, then the Subcontractor shall pay the difference to Contractor. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of the Contractor and of performing and furnishing labor, services, materials, equipment and other items required therefor, but also losses, damages, costs and expenses, including legal fees and disbursements sustained, incurred or suffered by reason of or resulting from Subcontractor's default. The expense incurred by Contractor, for furnishing labor or materials or for finishing the Work, together with any damages incurred by default, shall be charged to and paid by Subcontractor, and Contractor shall have a lien upon all materials, tools, and appliances, taken possession as aforesaid to secure the payment thereof. Damages shall include reasonable overhead and profit and attorneys' fees incurred by Contractor by reason of any default by Subcontractor, including the prosecution or defense of any arbitration, court action, or mechanics lien.

11.4 *Remedies are Cumulative*. No right or remedy in this Subcontract is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

12. **TERMINATION.**

12.1 Contractor shall have the right at any time after Subcontractor has been declared in default to terminate this Agreement and require Subcontractor to cease work by written notice to Subcontractor. In lieu of termination of Subcontractor's suppliers and subcontractors, Subcontractor shall, at Contractors election, assign same to Contractor within five (5) days of notice to do so.

12.2 If the Owner terminates the Contractor's Contract with the Owner or if the Contractor elects to terminate this Subcontract for convenience and this Subcontract is not assigned to the Owner, the Contractor shall deliver written notice of termination to the Subcontractor. Upon receipt of written notice of termination, the Subcontractor shall: (1) cease operations as directed by the Contractor in the notice; (2) take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of the termination date stated in the notice, terminate all existing subsubcontracts and purchase orders and enter into no further subsubcontracts and purchase orders.

12.3 Upon Subcontractor's receipt of payment after termination, the parties shall have no further obligations to each other except for Subcontractor's obligations to perform corrective Work and Warranty Work relating to Work actually performed by Subcontractor or any of its sub-subcontractors prior to the termination, and to defend, indemnify, and hold harmless Contractor as provided for in this Subcontract.

13. **INSURANCE.** Before commencing the Work and as a condition precedent to payment of any kind, Subcontractor shall procure and shall thereafter maintain, at its own expense, until completion and final acceptance of the Work, the types and minimum limits of insurance as required and set forth in Exhibit G, attached hereto and made a part hereof. Subcontractor expressly agrees that it will ensure that all persons performing Subcontractor's scope of Work, whether employed by Subcontractor or not, will be covered by Subcontractor's workers' compensation insurance or such other workers' compensation insurance so as to ensure that the Contractor remains immune from suit. Should Contractor be forced to pay workers' compensation claims or benefits of any kind to any person performing Subcontractor's scope of Work, Contractor may recover same from Subcontractor.

14. **PROHIBITION ON SUBCONTRACTOR ASSIGNMENT**.

14.1 This Subcontract or any money due or to become due hereunder may not be assigned by Subcontractor to any other party or other Subcontractors without written approval of Contractor of such proposed assignment. Subcontractor specifically agrees not to assign, sell, or transfer any accounts receivables under this subcontract to any third party factoring company or related business. NEITHER THE OWNER OR CONTRACTOR SHALL BE LIABLE TO ANY THIRD PARTIES FOR PAYMENT OF ANY ASSIGNED ACCOUNTS RECEIVABLES.

14.2 If for any reason the Owner has cause to terminate its agreement with the Contractor for the construction of the project, the Contractor may assign this Subcontract to the Owner. The Subcontractor hereby agrees in the event of such assignment to perform its responsibilities and to fully complete the work required by this Subcontract directly for the Owner provided that all payments then due the Subcontractor for Work completed have been made to the Subcontractor.

15. **VENUE AND CHOICE OF LAW AND JOINDER**. All disputes initiated by Subcontractor arising under this Subcontract shall be resolved solely and exclusively in the Ninteenth Judicial Circuit Court of Florida, in and for St. Lucie County, Florida, or at Contractor's sole discretion, by arbitration in St. Lucie County, Florida. The Subcontractor hereby waives for itself or those with whom he deals on behalf of this agreement whatever rights it may have in the selection of venue. This contract shall be interpreted in accordance with the law of the State of Florida. Subcontractor realizes that Contractor may become involved in disputes with the Owner, other subcontractors or others, which disputes may involve Subcontractor. Subcontractor for itself and its surety hereby consents to be joined and/or transferred to any other dispute, whether in litigation or arbitration, which may involve Subcontractor, all at the discretion of the Contractor.

16. **ARBITRATION AND JOINDER**. At the sole discretion of the Contractor, all claims, counterclaims, disputes, and other matters in question between the Contractor and the Subcontractor or arising out of this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining. Contractor expressly reserves its right to have any dispute resolved by binding arbitration. The award rendered by the arbitrator shall be final, and judgment shall be entered upon it in accordance with applicable Florida law. Subcontractor realizes that Contractor may become involved in disputes with the Owner, other subcontractors or others, which disputes may involve Subcontractor. Subcontractor for itself and its surety hereby consents to be joined and/or transferred to any other dispute, whether in litigation or arbitration, which may involve Subcontractor, all at the discretion of the Contractor.

17. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties hereto. No oral representations or any other agreements have been made by Contractor or Owner except as stated in this Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by Contractor except in writing signed by its duly authorized officer or agent. The titles or headings of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

17.1 Interpretation of the plans, specifications, scope of work and all contract documents at the sole discretion of Paul Jacquin & Son's, Inc.

18. **SUBCONTRACTOR'S WAIVER OF JURY TRIAL**. In the event that Contractor does not exercise its exclusive right to compel arbitration, the Subcontractor expressly and voluntarily waive all rights to a jury trial in any claim or dispute arising from the Subcontract.

19. **TESTING & INSPECTIONS**: Subcontractor agrees that the cost of all testing and retesting as necessary of every kind and nature required by the Contract Documents or as may be required by the Owner, Contractor, or authority having jurisdiction shall be paid by Subcontractor. Subcontractor agrees that the cost of all inspections and reinspections as necessary of every kind and nature required by the Contract Documents or as may be required by the Owner, Contractor, or authority having jurisdiction shall be paid by Subcontractor.

20. **DAMAGE TO OTHER TRADES WORK**: All damages to the Work of other trades by this Subcontractor will be Subcontractor's financial responsibility.

21. **DIMENSIONS/COORDINATION WITH OTHER TRADES**: Subcontractor agrees to coordinate its Work with that of other subcontractors, including but not limited to Subcontractor's agreement to check all dimensions for all Work done by other trades that directly or indirectly affect the proper installation of Subcontractor's Work. Subcontractor shall immediately report in writing any conflicts, deficiencies or other problems with the coordination of Subcontractor's work

with that of other subcontractors, and the failure to so report will waive any and all subsequent claims for extra compensation or time which may be required to remedy the conflict, deficiency or other coordination problem.

22. **QUALITY OF WORK**: The Contract shall be the sole judge as to the acceptability of the quality and completeness of the work. Work deemed unacceptable will be removed and replaced at the expense of the Subcontractor as directed by the Contractor to the satisfaction of the Contractor. Notwithstanding the foregoing, Contractor also has the right to accept defective work and issue an appropriate deductive change order to Subcontractor.

23. **PUNCH OUT**: Subcontractor shall perform all punch-out work as directed by the Contractor within twenty-four (24) hours of notification or within a timely manner acceptable to the Contractor.

24. **BACKCHARGES**: In the event that the Subcontractor does not fulfill the Subcontract requirements to the full expectations of the Contractor, the Contractor may, at its sole discretion, supplement the Subcontractor's Work with whatever means the Contractor deems necessary. Subcontractor agrees to be backcharged for the cost incurred plus Contractor's reasonable overhead, profit and attorneys' fees.

25. **ON-SITE STORAGE OF MATERIALS**: Storage of materials on-site shall be coordinated with Contractor. Storage space shall be assigned on as needed basis as determined by Contractor. Subcontractor shall assume all risks for all materials and equipment stored on-site. No payment shall be made for materials stored on-site unless specific provisions for such payment are included in the Subcontract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands as of the day and year first above written.

CONTRACTOR: PAUL JACQUIN & SONS, INC.

Name: _____
Michael Jacquin – President

Date: _____

SUBCONTRACTOR: Gary Roberts Nursery & Landscape, Inc.

By: Susan M. Roberts
(Officer of the Corporation)

Print Name: Susan M. Roberts

Title: Sec / Treas.

Date: 3/10/16

List of attached documents:

Attachments: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O
Safety Affidavit
Jacquin Safety Manual

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Jacquin & Sons

Paul General Contractor Construction Manager Design - Builder Inc.

Commercial
Industrial
Residential

Rocla Concrete Tie Factory Fort Pierce

SUBCONTRACT LIST OF EXHIBITS AND ATTACHMENTS

Exhibit

A. Supplemental Conditions

B. Scope of Work

C. List of Documents

D. Release – Progress

E. Release – Final

F. Requirements for Payment

G. Insurance Requirements

H. Sub Warranty and Guarantee

I. Change Order

J. Application for Payment

K. Continuation Sheet

L. Tax Equity Form

M. Tobacco Free Environment

N. Vendor Delivery Route Map

O. Instruction to Bidders (all attachments are on the disk)

Safety Affidavit

Jacquin Safety Manual

P.O. Box 4343 · Fort Pierce, FL 34948 · Phone (772) 465-2475 · Fax (772) 466-2806
CGC 022708 CGC 056649 CGC 060473 CGC 1507936 CCC 056636

Initials AH

Rocla Concrete Tie Factory Fort Pierce

EXHIBIT "A"

SUPPLEMENTAL CONDITIONS OF THE SUBCONTRACT

The Supplemental Conditions are an integral part of this Subcontract and shall govern the responsibilities and actions of Contractor and Subcontractor during the performance of the Work. If there is any conflict between these Supplemental Conditions and Subcontract, these Supplemental Conditions shall control.

1. To the extent of any conflict between the indemnity obligations of the Owner-Contractor Contract and this Subcontract, the indemnity obligations of the Owner-Contractor Contract control, and Subcontractor shall indemnify Contractor to the extent Contractor shall indemnify Owner. Additionally, any indemnity provision in this Subcontract repugnant to section 725.06, Florida Statutes shall be deemed deleted, it being the intent of the parties that the Subcontractor provide the maximum indemnity to the Contractor allowed by law.

2. To the extent the Owner shall require Contractor to participate in mediation, the Subcontractor agrees to participate in the mediation if requested by Contractor as a condition precedent to Subcontractor commencing litigation against Contractor.

3. This Subcontract is for use on a private construction project with Rocla Concrete Tie, Inc or one of its affiliates. If Contractor does not sign a contract with the appropriate public entity, this Subcontract is void ab initio and Subcontractor shall not be entitled to compensation under any circumstances. Additionally, if Subcontractor is required to be accepted by the public entity but is not, this Subcontract is void ab initio and Subcontractor shall not be entitled to compensation under any circumstances.

4. Subcontractor acknowledges the dispute resolution procedure in the Owner-Contractor Contract. To the extent the dispute resolution procedure is enforceable, Subcontractor agrees to provide whatever documentation Contractor requests and to allow Contractor to present Subcontractor's claim as a pass-through claim to the Owner. In such circumstances, the Subcontractor agrees to be bound to the decision of the County Administrator to the extent the Contractor is bound to the decision of the County Administrator, and the Subcontractor shall have no claim whatsoever against Contractor or its surety for any money sought by Contractor on Subcontractor's behalf, but not actually received by Contractor.

Initials _____

Rocla Concrete Tie

Gary Roberts Nursery & Landscape, Inc.

EXHIBIT "B"

Landscape and Irrigation

The work includes, but is not limited to, the following:

a) Subcontractor is aware that the Project contains provision for the assessment of liquidated damages as outlined in the Contract Documents. In the event the time of completion is not met, Subcontractor may become liable for such liquidated damages in addition to other delay costs incurred as a result of any delay to the Project Completion caused by Subcontractor. Furthermore, in the event of a default and/or bankruptcy on the part of Subcontractor, Jacquin will be paid by Subcontractor an administrative cost of ten percent of the Contract Amount remaining at the time of default and/or bankruptcy plus all attorney fees incurred by Jacquin

b) Subcontractor acknowledges it has read all portions of the Specifications. Furthermore, any part of the Specifications which requires the General Contractor to include specific provisions in Subcontracts or Purchase Orders is hereby acknowledged to be included in this Agreement even though the specific text is not rewritten in this document.

c) To help ensure a safe, healthy and productive work environment for the employees of Jacquin and others, to protect Jacquin's property, and to assure efficient operations, Jacquin has developed and adopted a Company-wide policy establishing a drug and alcohol free workplace. Jacquin reserves the right to test upon reasonable suspicion employees of subcontractors for the presence of drugs and alcohol or to remove the employee from the premises for the remaining construction period.

d) Subcontractor's attendance at Jacquins' Weekly Subcontractor Progress Meetings is mandatory beginning two weeks prior to starting Subcontractor's Work or as otherwise requested by Jacquin and while Subcontractor has men working on the Project. Subcontractor's

Superintendent and Subcontractor's Project Manager shall attend the weekly meetings. Failure to attend is a violation of this Agreement and will be treated accordingly.

e) Description of Work: Subcontractor shall be responsible for layout and completion of all work included in this Agreement, including but not limited to providing all labor, materials, scaffolds, tools, hoisting facilities, cranes and equipment required to perform and complete the work included in this Agreement, for all required Landscape & Irrigation in accordance with the Contract Documents Including Division 1 General Requirements, and Addenda 0 thru 0 as prepared by the Architect; work to meet all local codes, ordinances and OSHA requirements. This work to include but not be limited to; the following:

f) Subcontractor agrees that included in this Agreement are all costs for complete systems and all project requirements in accordance with Jacquin's contract with the Owner. Subcontractor shall review all drawings and specifications prepared by the Architect to insure those construction documents are complete and comply fully with the project's requirements. Failure to include all the project's requirements contained in the construction documents shall not be cause for additional compensation to Subcontractor. No changes shall be made to this agreement for Changes in the Work unless such Work is outside the contract obligation Jacquin has with the Owner and Jacquin receives a change order from the Owner for that change.

This work to include but not be limited to the following:

g) All required shop drawings and submittals.

h) All required layout and record drawings for work in this Agreement.

i) All required excavation and backfill for work in this agreement.

j) Furnish and install all trees, shrubs, ground cover, mulch and sod as per contract documents.

k) All required Bahia Sod per contract documents.

l) Sprinkler System per Irrigation plan.

Construction Manager
Rocla Concrete Tie
600 S. 3rd St. Ft. Pierce, FL
9/8/2015 For Construction
Exhibit "C" - List of Documents

Sheet #	Drawing Title	Dwg. Date	Rev. Date
	Office Building		
	Architectural		
Cover	Cover	06/10/15	
ABB	Abbreviations / General Notes	05/07/15	
ACC	Accessibilty Details	05/07/15	
A-2	Floor Plan Office Bldg. / Schedules	06/10/15	
A-3	Elevations Manufacturing Bldg.	06/10/15	
A-6	Building Section Office Bldg.	06/10/15	
A-7	Reflected Ceiling Plan-Office	05/07/15	
A-8	Details, Interior Elevations	06/10/15	
A-9	Details	06/10/15	
LS-1	Life Safety Plan	06/10/15	
	Structural		
S-0.1	Design Criteria & General Notes	06/10/15	
S-0.2	Wind Pressure Diagram / General Notes	06/10/15	
S-2	Foundation & Slab Plan - Office	06/10/15	
S-4	Foundation Sections & Details	06/10/15	
S-5	Foundation Sections & Details	06/10/15	
S-6	Foundation Sections & Details	06/10/15	
	Mechanical		
M-0.1	Mechanical Notes	05/28/15	
M-2.1	Mechaical Plan - Office	05/28/15	
M-6.1	Schedules & Details	05/28/15	
	Electrical		
E-0.1	Electrical Notes	05/28/15	
E-2.1	Lighting Plan - Office	05/28/15	
E-3.1	Power Plan - Office	05/28/15	7/21/2015
E-5.1	Riser Diagram - Schedules	05/28/15	7/21/2015
		05/28/15	
	Plumbing		
P0.1	Plumbing Notes	05/28/15	7/21/2015

Initials _____

Construction Manager
Rocla Concrete Tie
600 S. 3rd St. Ft. Pierce, FL
9/8/2015 For Construction
Exhibit "C" - List of Documents

Sheet #	Drawing Title	Dwg. Date	Rev. Date
P2.1	Sanitary Plan -Office	05/28/15	7/21/2015
P3.1	Domestic Water Plan - Office	05/28/15	
P5.1	Sanitary Isometric	05/28/15	
	Plant Building		
	Architectural		
Cover	Cover	06/10/15	
ABB	Abbreviations / General Notes	05/07/15	
ACC	Accessibilty Details	05/07/15	
A-1	Floor Plan Manufacturing Plant	06/10/15	
A-3	Elevations	06/10/15	
A-4	Elevations	06/10/15	
A-5	Building Section Manfacturing Plant	06/10/15	
A-5.1	Building Section Manfacturing Plant	06/10/15	
A-8	Details	06/10/15	
A-9	Details	06/10/15	
LS-1	Life Safety Plan	06/10/15	
	Structural		
S-0.1	Desighn Criteria & General Notes	06/10/15	
S-0.2	Wind Pressure Diagram / General Notes	06/10/15	
S-1	Foundation & Slab Plan- Plant	06/10/15	8/5/2015
S-3	Foundation & Slab Plan - Batch Plant	06/10/15	8/5/2015
S-4	Foundation Section & Details	06/10/15	
S-5	Foundation Section & Details	06/10/15	8/5/2015
S-6	Foundation Section & Details	06/10/15	8/5/2015
S-7	Foundation Section & Details	06/10/15	8/5/2015
	Mechanical		
M0.1	Mechanical Notes	05/28/15	
M2.1	Mecahnical Plan - Plant	05/28/15	
M6.1	Schedules & Details	05/28/15	
	Electrical		
E0.1	Elecrical Notes	05/28/15	
E1.1	Site Lighting Plan	05/28/15	
E1.2	Site Power Plan	05/28/15	
E2.1	Lighting Plan - Plant	05/28/15	
E3.1	Power Plan - Plant	05/28/15	
E5.1	Riser Diagram - Schedules	05/28/15	
	Plumbing		
P0.1	Plumbing Notes		
P2.1	Plumbing Plan- Plant		

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Construction Manager
Rocla Concrete Tie
600 S. 3rd St. Ft. Pierce, FL
9/8/2015 For Construction
Exhibit "C" - List of Documents

Sheet #	Drawing Title	Dwg. Date	Rev. Date
	Civils		
Cover	Cover Sheet	07/01/15	
2 of 13	Horizontal Control & Striping Plan	07/01/15	
3 of 13	Paving & Drainage	07/01/15	
4 of 13	Grading Plan	07/01/15	
5 of 13	Utility Plan	07/01/15	
6 of 13	Paving Grading & Draining Details	07/01/15	
7 of 13	Paving Grading & Draining Details	07/01/15	
8 of 13	Utility Plan Details	07/01/15	
9 of 13	Utility Plan Details	07/01/15	
10 of 13	Water & Wastewater Details	07/01/15	
11 of 13	SWPP Plan	07/01/15	
12 of 13	SWPP Specifications	07/01/15	
13 of 13	Specifications	07/01/15	
1 of 1	Boundary , TOPO & Tree Survey	12/10/14	5/28/2015
1 of 1	Site Plan	06/02/15	6/2/2015
1of 2	Final Landscape	05/05/14	5/25/2015
2 of 2	Final Landscape Notes & Details	05/05/14	5/25/2015
	Kirby Plans Pages 1 to 32 Manufacturing		7/31/2015
	Kriby Plans pages 1 to 13 Office		6/16/2015

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Jacquin & Sons

Paul General Contractor Construction Manager Design - Builder Inc.

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EXHIBIT D

PARTIAL RELEASE

The undersigned, for and in consideration of the sum of $_____and other good and valuable considerations to the undersigned having been paid for work performed through _____(Date), with an order given by _____., on the job of **Rocla Concrete Tie Factory Fort Pierce** the receipt and sufficiency of such being hereby acknowledged, does hereby waive, release, remise and relinquish in favor of the Contractor any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under contract, in tort, in equity or otherwise, whether known or unknown, which the undersigned has now or may have had arising out of the performance of work or the furnishing of labor or materials by the undersigned through the above-specified date as to or on the real property at **600 South 3rd Street, Fort Pierce, FL**. This Receipt and Partial Release shall not operate to waive, release, remise or relinquish any lien or claim of the undersigned for sums in excess of said amount or for labor, services and materials to be furnished after this date.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. The undersigned further agrees that making and receipt of payment and execution of the Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to _____.

In WITNESS whereof, the undersigned has caused this Receipt and Partial Release of Lien to be executed this day of_____, 20 ____.

COMPANY: _____

Signature:_____

Print Name:_____

Title:_____

Must be a corporate officer, President, vice President, Secretary, Treasure or a letter of authorization must be attached that is signed by a corporate officer listing the authorized signers.

Subscribed, sworn to and acknowledged before me the day and year written above.

_____

NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

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Jacquin & Sons
Paul — General Contractor, Construction Manager, Design - Builder — Inc.

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Residential

EXHIBIT E

FINAL RELEASE

The undersigned for and in consideration of the final payment of _____ and other good and valuable consideration to the undersigned having been paid for work performed under an order given by _____., on the job of **Rocla Concrete Tie Factory Fort Pierce** the receipt and sufficiency of such being hereby acknowledged, does hereby waive, release, remise and relinquish in favor of the Owner any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under contract, in tort, in equity or otherwise, whether known or unknown which the undersigned has now or may have had arising out of the performance of work or the furnishing of labor or materials by the undersigned at any and all times as to or on the real property at **600 South 3rd Street, Fort Pierce, FL** known as **Rocla**_____.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. The undersigned further agrees that making and receipt of payment and execution of the Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to _____.

IN WITNESS WHEREOF, the undersigned has caused this Final Release to be executed, this _____ day of _____, 20 ____.

COMPANY:_____

Signature:_____

Name:_____

Title:_____

Must be a corporate officer, President, vice President, Secretary, Treasure or a letter of authorization must be attached that is signed by a corporate officer listing the authorized signers.

Subscribed, sworn to and acknowledged before me the day and year written above.

_____
NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

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Paul — General Contractor, Construction Manager, Design - Builder — Inc.

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EXHIBIT "F"

REQUIREMENTS FOR PAYMENT

The following items need to be supplied to us in fulfillment of your subcontract on the Rocla Concrete Tie Factory Fort Pierce)

1. **A certificate of Insurance for General Liability and Worker's Compensation with current dates and all required endorsements needs to be on file in this office before any work is done on the jobsite. If your insurance expires during the course of the project, a renewal notice must reach us prior to the expiration date; failure to do so could result in delayed payment to you.**

2. **A complete listing of all officers of the Corporation or any individual designated in corporate minutes that is a representative of the corporation and duly authorized to sign a Release of Lien.**

Please note that all payments to subcontractors must be collected in Contractor's Office and a Release of Lien signed at that time. All subcontractors are responsible for their materialmen and subs who furnish "Notice to Owners". Releases from these suppliers must be given to the General Contractor at the time payment is received. No subcontractor will receive payment unless all Releases pertaining to his company in file are current. Partial Release of Liens must be through the 25th of the month preceding payment. Example: If a check is received on February 10th, all releases must be through January 25th. Final releases from suppliers are to be submitted prior to the 100% minus retainage payment. This includes, but is not limited to, anyone who submitted a Notice to Owner on your company. All release of liens MUST be unconditional, no conditional release of liens will be accepted. **If subcontractor can not make payment to their materialmen and subs, and PJSI has to pay them, there will be a fee assessed for each one PJSI has to pay. The fee for the first check written will be $250, for each check after that the fee will be $500.**

3. A Tax Equity form must be completed and on file in order to process your payment request.

4. All payment requests must be completed on our designated form with information completed. ANY authorized Change Orders are to be included in the "Contract to Date" total with an attached copy of the signed Change Order.

5. All Warranty and Closeout Documents must be turned in prior to payment of 100% minus retainage.

Above information is required but not limited to.

Susan M. Roberts
Signature of Owner / Officer of Corporation

Susan M. Roberts Secretary
Printed Name & Title

3/10/16
Date

P.O. Box 4343 · Fort Pierce, FL 34948 · Phone (772) 465-2475 · Fax (772) 466-2806
CGC 022708 CGC 056649 CGC 060473 CGC 1507936 CCC 056636

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Paul General Contractor Construction Manager Design - Builder Inc.

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Rocla Concrete Tie Factory Fort Pierce

Exhibit "G"

INSURANCE REQUIRED OF SUBCONTRACTORS

Prior to commencement of work, Subcontractor shall provide Contractor with proof of the following insurance on the specified forms and endorsements:

Commercial General Liability coverage in the minimum amount of $1,000,000/2,000,000;

Workers' Compensation coverage in the minimum amount as required by Florida law.

If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising. Contractor and all other parties, if required, of the Agreement. Contractor at a minimum, and Owner if required by Contract, shall be included as insured on the CGL using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor and shall apply as primary insurance before any other insurance or self-insurance, including any deductible maintained by, or provided to the additional insured.

A waiver of subrogation shall apply to workers compensation and general liability. The endorsement must accompany the certificates.

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Rocla Concrete Tie Factory Fort Pierce
EXHIBIT "H"

SUBCONTRACTOR'S WARRANTY AND GUARANTEE

LOCATION: 600 S 3rd Street, Fort Pierce, FL
OWNER: Rocla Concrete Tie, Inc.
GENERAL CONTRACTOR: Paul Jacquin & Sons, Inc.

We _____, Subcontractor for PAUL JACQUIN & SONS, INC., for (Trade), described in Contract Documents including the Plans, Drawings, Specifications and Scope of Work as stated in our Subcontract Agreement, hereby warrant to the Contractor that all labor and materials furnished and work performed in conjunction with the above referenced project are in accordance with the Contract Documents and authorized modifications thereto will be free from defects due to defective design, materials or workmanship. Specifically, the goods and/or work will be new and (1) in full conformity with all specifications, drawings, and samples, if any, submitted by Subcontractor; (2) in full conformity with all of Subcontractor's specifications and representations with respect thereto, however made; (3) in full conformity with the plans and specifications. If, within a period of _____ year(s) from the date of acceptance of the Work by the Contractor, or such longer period of time as may be prescribed by law or otherwise specified in the Contract Documents, the Work or any portion thereof shall fail to meet the requirements of this warranty agreement, then the undersigned shall repair and/or, at the option of the Contractor, replace at its own cost and expense all such defective or non-complying work, together with any adjacent structures or facilities which have been displaced or damaged by so doing or which may have been damaged as a result of any defect in workmanship, material and/or equipment or the failure of the Work to comply with the Contract Documents. Subcontractor shall be liable to the Contractor for latent defects for as long as the Contractor may be liable to the Owner for such defects. Subcontractor is responsible for the cost of repair and/or replacement of other work damaged due to the defect or failure of Subcontractor's work, including but not limited to the cost of all materials, parts, transportation, supervision, labor, equipment, special tools, and supplies required for replacement or repair of parts and for correction of defects. Such repairs and/or replacements shall be performed in accordance with all agreements, terms, conditions, covenants and provisions of the Contract Documents pursuant to which the work was performed in the first instance.

This warranty covers all repairs and replacements furnished under the warranty. The warranty period for each repair or replacement is one year after installation or completion, except as otherwise prescribed by the terms of any special warranties required by the contract documents or applicable statutes.

The Contractor will give Subcontractor written notice of defective work. The Subcontractor agrees to respond to any warranty work request by the Contractor or Owner within 24 hours of notification, including weekends and holidays. Notices before 10 a.m. shall be handled by Subcontractor on the same day. Should Subcontractor fail to correct work within the time frame s specified for the type, non-critical items (48) forty-eight hours and critical items (24) hours (electrical, plumbing, HVAC and roofing), the Contractor may proceed to correct the Subcontractor's defective work. Subcontractor agrees to pay such charges upon demand. The Contractor may perform such corrective work or cause it to be performed by others and charge the undersigned with the cost thereof. If the Contractor performs the work it may retain sums due to Subcontractor under a separate Agreement should sums due under this Subcontract have been fully paid or are otherwise insufficient to cover the costs incurred by the Contractor in making the repairs, adjustments, or replacements required.

SUBCONTRACTOR

Company:_____

Name:_____

Address:_____

Phone:_____

Fax:_____

By:_____

_____
(Title)

After Hours Contact:

Name:_____

Phone:_____

Initials AM

CHANGE ORDER

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

EXHIBIT "I"

Paul Jacquin & Sons Inc. Est. 1940 — General Contractor Construction Manager Design-Builder

PROJECT: Rocla Concrete Tie Factory 15002
600 S 3rd Street
Fort Pierce, FL

CHANGE ORDER NUMBER:

INITIATION DATE:

TO Subcontractor:
Gary Roberts Nursery 15002-017
437 Rouse Road
Fort Pierce, FL 34946

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

Vendor #790

CONTRACT DATE: 1/28/16

NOT VALID UNLESS SIGNED BY CONTRACTOR AND SUBCONTRACTOR.
Signature of the Contractor, indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was	$	71,511.00
Net change by previously authorized Change Orders	$	
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	$	
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order	$	
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be	$	

The Contract Time will be (increased) (decreased) (unchanged) by ( ) **Days.**
The Date of Substantial Completion as of the date of this Change Order therefore is

Authorized:

CONTRACTOR	SUBCONTRACTOR
Paul Jacquin & Sons, Inc.	Gary Roberts Nursery
P.O. Box 4343	437 Rouse Road
Fort Pierce, FL 34948	Fort Pierce, FL 34946
By_____	By_____
Date	Date

EXHIBIT "J"

PAUL JACQUIN & SONS, INC.
General Contractors
P.O. Box 4343
Fort Pierce, FL 34948

SUBCONTRACTORS APPLICATION FOR PAYMENT
(must be received in our office on or before the **23rd** of the month)

FROM: Gary Roberts 15002-017

437 Rouse Road

Fort Pierce, FL 34946

Name of Person Preparing Application

APPLICATION # _____

DATE _____

JOB # 15002 – Rocla Concrete Tie

VENDOR # 790

DATE OF SUBCONTRACT _____

STATEMENT OF CONTRACT

CONTRACT AMOUNT ..... $ 71,511.00
APPROVED CHANGE ORDERS THRU _____ 20 _____ ..... $ _____

ADJUSTED CONTRACT TO DATE ..... $ _____

CURRENT MONTHS BILLING

OUR BILLING FOR THE MONTH OF _____ 20 _____ ..... $ _____
CHANGE ORDERS FOR THE MONTH OF _____ 20 _____ ..... $ _____

SUBTOTAL ..... $ _____

LESS _____ % RETAINAGE ..... $ _____

NET BILLING FOR _____ 20 _____ ..... $ _____

JOB TO DATE APPLICATION CALCULATIONS

_____ % WORK COMPLETED TO DATE ..... $ _____
MATERIAL STORED ON JOBSITE ..... $ _____

TOTAL WORK COMPLETED AND MATERIAL STORED ON JOBSITE ..... $ _____
LESS TOTAL RETAINAGE ..... $ _____

SUBTOTAL ..... $ _____

LESS PREVIOUS PAYMENTS ..... $ _____

AMOUNT OF THIS APPLICATION ..... $ _____

*** NOTE: NET BILLING FOR MONTH AND AMOUNT OF APPLICATION SHOULD BE EQUAL!!!

EXHIBIT "K"

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Jacquin & Sons Inc. 1948 — Paul — General Contractor, Construction Manager, Design-Builder — Inc.

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO.:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE)

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • **WARNING:** Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

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1940

Jacquin & Sons

Paul General Contractor Construction Manager Design - Builder Inc.

Commercial
Industrial
Residential

EXHIBIT "L"

Rocla Concrete Tie Factory Fort Pierce

Tax Equity Form

Name _____

_____

Address _____

_____

Phone _____

Gentlemen;

The Tax Equity and Fiscal Responsibility Act of 1982 established reporting requirements for all payments of $600.00 or more made to individuals and partnerships in the course of conducting a trade or business. Form 1099 will be issued annually to report these payments. In order for us to fulfill these requirements, please return this letter after checking the appropriate box and writing in your Tax Identification or Social Security Number. Please make sure the name noted above is exactly how your Tax ID is issued.

1. ( ) Corporation (I.D. Number) _____ ( ) Please check if a 1099 is required
2. ( ) Partnership (I.D. Number) _____
3. ( ) Individual (Social Security #) _____
4. ( ) Other (explain) (I.D. Number) _____

_____ _____

Signature Date

After December 31, 1992, the law requires 31% withholding on amounts paid to persons who have not submitted correct taxpayer identification numbers for purposes of fulfilling this reporting requirement. We know that certain businesses are exempt from the above, however, we would appreciate your immediate response to this letter in order that our records will be complete.

Please mail your reply to: Paul Jacquin & Sons, Inc.
P.O. Box 4343
Fort Pierce, FL 34948-4343

Rocla Concrete Tie Factory Fort Pierce

Exhibit M

TOBACCO FREE ENVIRONMENT

No student, employee, volunteer, contractor or school visitor is permitted to use tobacco products of any kind or e-cigarettes:

A. In any building, facility, or vehicle that is owned, leased, or rented by the District.

B. On any district-owned, leased, rented, or chartered grounds and property – including all schools, district offices, athletic fields, practice fields, playgrounds, parking lots, administrative offices, maintenance, transportation areas, etc.

C. At any off-campus, school-sponsored event.

Per School Board policy 2.90 and Jacquin & Sons.

Gary Roberts Nursery Ldsp., Inc.
Subcontractor Name

437 Kouse Road
Address

Fort Pierce, FL. 34946
City, State, Zip

Susan M. Roberts
Signature of Owner / Officer of Corporation

Susan M. Roberts Sec/Treas.
Printed Name & Title

3/10/16
Date

Established
1940

Commercial
Industrial
Residential

Instructions to Bidders

PLEASE READ THIS REQUEST COMPLETELY TO INSURE COMPLIANCE WITH ALL BID REQUIREMENTS

PROJECT: Rocla Tie Plant

PROJECT LOCATION: 600 South 3rd Street, Fort Pierce, FL. 34950

OWNER: Rocla Concrete Tie, Inc.

PROJECT DESIGN TEAM: EDB Architects, Culpepper & Terpening Civil Engineers

CONSTRUCTION MANAGER:
Paul Jacquin & Sons, Inc.
7348 Commercial Circle, Fort Pierce, FL 34951
Phone (772) 465-2475 Fax (772) 466-2806
Jared Modine, Project Manager

PRE BID MEETING: N/A

BID DATE and BID REQUIREMENTS:
Sealed bids will be received until **July 9th 2015 at 10:00 am est.**, at the office of the Construction Manager, Paul Jacquin & Sons, Inc. 7348 Commercial Circle, Fort Pierce, FL 34951. Indicate the project name on the outside of the bid package. Verbal or faxed bids may not be accepted. Bids must be on the Bid Proposal Form (See Exhibit "A") Please note we would like the Plant, Office Building and Site to bid separately **SUB-CONTRACTOR QUALIFICATION FORM (See Exhibit "B").** These forms are available at the Construction Manager's office and at www.pjsi.com.

All bidders are responsible for the review of the project site and understanding the existing conditions.

Initials _____

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Commercial
Industrial
Residential

GUARANTEED MAXIMUM PRICE/SCOPE OF WORK:
The bidding subcontractor shall submit a Guaranteed Maximum Price for the subcontractor's specified scope of work. The subcontractor's bid-GMP shall represent the full and complete amount for which the subcontractor agrees to complete the project.

BOND REQUIREMENTS:
All Subcontractors submitting bids exceeding one hundred thousand dollars ($100,000) are required to include a performance and payment bond as part of their pricing. Requirements for including a bond on all bids that do not exceed one hundred thousand dollars ($100,000) will be reviewed on a case by case basis. Surety Requirements: PJSI requires a 100% Performance and Payment Bond on the Exhibited Format from a surety and attorney in fact licensed to do business in the State of Florida, surety having an A.M. Best Rating of "A, V" or better and a U.S. Treasury Listing for at least the bond amount. Please see Exhibit "C".

SUBCONTRACTOR AGREEMENT – PJSI SUBCONTRACT:
A copy of the Paul Jacquin & Sons standard Subcontract Agreement is attached or available from our office upon request. This agreement will be the contract executed between each successful subcontractor and Paul Jacquin & Sons, Inc (See Exhibit "E")

INSURANCE REQUIREMENTS:
Please see Exhibit "D" and Subcontract Agreement for insurance requirements whichever document is greater takes precedence.

CONTRACT DOCUMENTS:
Plans and Specifications will be available at the Construction Manager's office for review from 8:00 AM to 4:00 PM Monday through Friday, or a CD will be available from the office of Jacquin and Son's. The construction documents are also available on line at www.pjsi.com, contact Robert Jacquin or Scott Kraum for a username and password. List of Construction Documents (See Exhibit "F")

QUESTIONS REGARDING PROJECT:
Please review the plans and specifications and note any items requiring clarification. Questions or request to use alternate products should be directed, **IN WRITING**, to Paul Jacquin & Sons Inc. attention robert.jacquin@pjsi.com or fax to Robert Jacquin at 772-466-2806. Please note we need all questions in no later than July 1, 2015 at 10:00am est.

Initials _____

Established
1940

Jacquin & Sons
Construction
pjsi.com
CGC060473
75th ANNIVERSARY

Commercial
Industrial
Residential

PROJECT SCHEDULE AND WORK DAYS / HOURS:
Please see Exhibit "G" Project Schedule. The start date for the project is July 27, 2015 and Project end date is December 23, 2015 (please note this includes Equipment installation and start up). The work days and hours are as follows Monday and Saturday 7:30 am to 4:00pm. Please make sure to include all manpower needs to achieve the target end date in your bid submission.

PROJECT SAFETY:
Please note the property is owned by Florida East Coast Railway which will require us to wear all Personal Protective Equipment including but not limited to hard hat, vests, safety glasses, steel toed boots, etc. per OSHA and FEC standards. This should be consider and included during your proposal submission. At the Cities request we would like all deliveries from US1 to come down Georgia Ave to South 3rd Street

AWARD OF SUB CONTRACTS:
Rocla Concrete Tie, Inc. and Paul Jacquin & Sons, Inc. reserves the right to reject any and all bids and to waive any informality. All proposals shall remain in force for 60 days after the date of the bid opening. Rocla Concrete Tie, Inc. and Paul Jacquin & Sons, Inc. may waive minor technicalities and chose sub-contractors based on the best interest of Rocla Concrete Tie Inc.

Initials _____

Established
1940

Jacquin & Sons

Paul General Contractor Construction Manager Design - Builder Inc.

Commercial
Industrial
Residential

Rocla Concrete Tie Factory Fort Pierce

SUBCONTRACTOR SAFETY AFFIDAVIT

Subcontractor shall comply with all federal, state, municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements including those relating to safety. Interpretation of the laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements are at the sole discretion of Paul Jacquin & Son's, Inc.

Subcontractor will be required to follow all safety and housekeeping guidelines as provided by Jacquin, written and/or verbal. Attached to this affidavit is a copy of Jacquin's Safety Manual.

Subcontractor will be provided reasonable opportunity to comply with safety guidelines if or when subcontractor is found to be in violation of said guidelines, written or verbal. Multiple and/or serious violations may result in a fine to subcontractor.

All subcontractor's workers will be required to show up with, and wear, all necessary Personal Protective Equipment (PPE). If PPE is supplied to subcontractor by Jacquin, a fee will accompany the violation. If PPE is not available, subcontractor may be asked to leave the jobsite.

Signing this affidavit is also acknowledging receipt of Jacquin's Safety Manual.

Gary Roberts Nursery & Ldsp Inc
Subcontractor Name

437 Rowe Rd
Address

Ft. Pierce, FL. 34946
City, State, Zip

Susan M. Roberts
Signature of Owner / Officer of Corporation

Susan M. Roberts Sec/Treas.
Printed Name & Title

3/10/16
Date