

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, November 21, 2016 - 6:30 p.m.

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

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Pastor Charles Hendley, Greater Mt. Pleasant Primitive Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of minutes from the November 7, 2016 regular meeting.
6. **PROCLAMATIONS**
 - a. Mustard Seed Ministries Proclamation being received by Mustard Seed Ministries.
 - b. Retired Educators Day being received by Retired Educators of St. Lucie County.
 - c. Proclamation recognizing Commissioner Eddie Becht's Retirement and Service.
7. **LETTERS TO COMMISSION**
 - a. Thank you card from Laura Diederick and Cristin Krasco in appreciation of Michelle Kubitschek and Joyce Kobbe's contribution to the success of the 2016 Indian River Lagoon Science Festival.
8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

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

Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

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

10. **CONSENT AGENDA**

- a. Approve award of Bid No. 2016-029 to Graybar Electric to purchase thirty six (36) Phillips Gardco Bollard lights to be installed at the Inlet Linear Park in an amount not to exceed \$48,744.00.
- b. Approve the purchase of two (2) Traffic Message Boards from the Gately Communication Company not to exceed \$34,202.72.
- c. Approve the purchase of surveillance cameras from Tactical Video in the amount not to exceed \$199,955.00.
- d. Request for partial release of lien for property located at 1909 Juanita Avenue, Ft. Pierce, FL, Property ID 1433-701-0341-000-7 owned Patricia A Drummond, 4900 Matanzas Avenue, Ft. Pierce, FL 34946 from a spreading code enforcement lien at 1001 Avenue I, Ft. Pierce, FL, Property ID 2404-818-0006-000-9 owned by Kenneth L and Patricia A Drummond, 4900 Matanzas Avenue, Ft. Pierce, FL 34946 contingent upon the property at 1001 Avenue I being brought into compliance.
- e. Reduce code enforcement lien associated with 302 S 33rd Street, Ft. Pierce, FL, Parcel ID # 2408-805-0014-000-0 owned by Pedro Moreno, 3205 Boston Avenue, Ft. Pierce, FL 34950 in the amount of \$19,340.00 (\$40.00 recording fees) to \$300.00 contingent upon payment of the reduced amount in 90 days.
- f. Waive interest, penalties, and administrative fees in the amount of \$3,353.80 associated with demolition lien against 427 N 26th Street, Ft. Pierce, FL, Parcel ID Number 2408-501-0025-000-7 previously owned by Rilla Davis (EST), 427 N 26th Street, Ft. Pierce, FL and currently owned by Alfred Davis, P. O. Box 11097, Rochester, NY 14611 contingent upon payment of \$5,216.50 by June 2021.
- g. Approve the payment of \$15,000 payable to Main Street Fort Pierce, Inc. for the sponsorship of the 28th Annual Sights and Sounds on Second event.
- h. Approve contract with Lyle Sumek Associates, Inc. for consultation services for the update of the Leadership and Strategic Plan for an amount not to exceed \$23,000 in professional fees.

- i. Approve accepting proposal and entering into a contract with SunGard Public Sector LLC to purchase Projectdox in the amount of \$227,950, which will allow the Building Department to proceed with on-line plan submittals.
- j. Approve emergency purchase of a used 2002 Autocar refuse collection vehicle in an amount not to exceed \$15,600.00 to replace vehicle # 23-031 that was damaged beyond repair.
- k. Approve Brothers' Construction Change Order No. 1 in the amount of \$126,110.98 for the Veterans Memorial Park Stormwater Improvements.
- l. Approve the contract to sell 500 Orange Avenue in the amount of \$139,000 to 4616 Investment LLC.
- m. Accept offer to sell Mohawk Avenue, Parcel ID 1428-702-1035-000-3 for \$3,500 to William R. And Terrie H. Selph.
- n. Accept the Salvation Army's Letter of Intent to purchase 505 N 7th St in the amount of \$25,000.

11. **PUBLIC HEARINGS**

- a. Application submitted by Donald Noble to operate a food truck (“Fork It Over”) at 1907 and 1911 Avenue D, Fort Pierce.Said use requires a variance from Sec. 9-111(b)(1) and (2) to operate within 500 feet from a similar type of business and 300 feet from a church.
- b. Ordinance 16-026 Rezoning property generally located at 3798 Selvitz Road from IH Industrial, Heavy to I-3, Heavy Industrial. **SECOND READING**
- c. Conclusion of Quasi-Judicial Hearing for a Planned Development of properties generally located at 1801 Nebraska Avenue and Development Plan associated with this district. Continued from 10/3/2016 meeting.

12. **MISCELLANEOUS REPORTS & REQUESTS**

- a. Presentation on Status of Administrative Review by Chief Diane Hobley-Burney.

13. **CITY COMMISSION**

- a. Resolution 16-R50 Accepting the Returns of the General Election held on November 8, 2016.

- b. Resolution 16-R52 Accepting the proposal of Capital One Public Funding, LLC to purchase the City's Capital Improvement Revenue Notes and authorizing the execution and delivery of a Loan Agreement.
- c. Discussion and decision on reconsideration of the approval of the FY 2017 Humane Society Contract in the amount of \$130,000.00.
- d. Submittal of applications for reappointment/appointment to the Historic Preservation Board

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: 11/21/2016

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the November 7, 2016 regular meeting.

Attachments

11.07.2016 Minutes

Form Review

Form Started By: Caleta Scott
Final Approval Date: 11/09/2016

Started On: 11/09/2016 02:21 PM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, NOVEMBER 7, 2016.

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 6:30 p.m.
2. **OPENING PRAYER** - Pastor Craig Bridgers, The Crossing Community Church, offered the opening prayer.
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**

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

Absent: Commissioner Reginald Sessions

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

Commissioner Sessions arrived at 6:37 p.m.

5. **APPROVAL OF MINUTES**

- a. Approval of minutes from the October 17, 2016 regular meeting.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve the minutes of the October 17, 2016 regular meeting.

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

Passed

6. **PROCLAMATIONS**

- a. Mayor Hudson issued a proclamation recognizing Nov. 18-19, 2016 as Buddy Bear Weekend.
- b. Mayor Hudson issued a proclamation recognizing November 2016 as National American Indian Heritage Month.

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

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

Lynne Zacklin - Item 10c
David Moloney - Items 10a, 10b

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona 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. Waive interest, penalties, and administrative fees in the amount of \$7,795.17 associated with the Demolition Lien against 822 Avenue D, Ft. Pierce, FL. Property ID #2410-601-0090-000-7 owned by David Moloney, P. O. Box 882045, Steamboat Springs, CO 80488 contingent upon payment of \$6,200.00 payable within 60 days.
- b. Waive interest, penalties, and administrative fees in the amount of \$237.95 associated with the Lot Clearing Lien against 824 Avenue D, Ft. Pierce, FL. Property ID #2410-601-0089-000-7 owned by David Moloney, P. O. Box 882045, Steamboat Springs, CO 80488 contingent upon payment of \$47.25 payable within 60 days.
- c. Approval of the FY 2017 Humane Society Contract in the amount of \$130,000.00.
- d. Approval of travel expenses for Mayor Hudson in the amount of \$707.26 to attend the Florida League of Cities Annual Legislative Conference in Kissimmee, FL on December 7-9,2016
- e. Approval of travel expenses for Commissioner Alexander in the amount of \$747.26 to attend the Florida League of Cities Annual Legislative Conference in Kissimmee, FL on December 7-9,2016
- f. Approve grant award for Phatz Chick-N-Shack in the amount of \$3,000 as an eligible recipient under the 2015-2016 CDBG Action Plan-Grant Award for Small Business.
- g. Approve contract between the City of Fort Pierce and Save Our Children to allow a community mural on their building located at 464 North 9th Street.
- h. Approve proposal between the City of Fort Pierce and St. Lucie County UF/IFAS Extension Service in the amount of \$10,000 to provide Watershed and Lagoon Life education to the citizens of the City of Fort Pierce to meet the City's National Pollutant Discharge Elimination System (NPDES) educational requirements.
- i. Approve 2014-2017 contract between the City of Fort Pierce and Teamsters Local Union Number 769 in which the union has ratified the negotiated changes to wages and benefits.
- j. Approval to submit and accept a continuation grant to fund the Restoring the Village program from the Department of Justice in the amount of \$327,825.
- k. Approve System License Agreement with Milliman, Inc. for Pension Administration in the amount of \$20,000 annually.

- I. Approve request from Lincoln Park Main Street for a cash advance in the amount of \$12,500 from the approved budget for FY 2017.

Commissioner Alexander pulled item **10c**.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve the items **10a, 10b, 10d, 10e, 10f, 10g, 10h, 10i, 10j, 10k** and **10l** on the consent agenda.

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

Passed

As to item **10c**, Commissioner Alexander inquired into considerations taken for fees and impound reimbursements from Humane Society. Commission consensus was to review the Ordinance that list the fees at a future date.

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

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

Passed

11. PUBLIC HEARINGS

- a. Ordinance 16-024 - Abandonment of Alleyway being the remaining portion between Atlantic Avenue and Orange Avenue - Totten Subdivision with payment of \$3,000.00.
SECOND READING

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

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 TOTTON 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.

Kori Benton, Senior Planner, gave a brief statement 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 Rufus Alexander to approve item **11a**.

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

Passed

- b. Review and approval of an application for Site Plan, submitted by Property Owner, Cargill Juice N America Inc, applicant, Precast Specialties, LLC. (PCS), and representative Steve Pickett, ASLA of JMorton Planning to construct a Precast Concrete Manufacturing Facility and Yard located at 3798 Selvitz Road, Fort Pierce, FL. The property is zoned IH, Industrial, Heavy. (2432-122-0001-000-5 (75 Acre Portion) & 2432-221-0002-000-6 (Access)).

The Commission decided to hold a joint Public Hearing for items **11b** and **11c**. The rezoning discussion, 11c, will take place before the site plan review, 11b.

- c. Ordinance 16-026 Rezoning property generally located at 3798 Selvitz Road from IH Industrial, Heavy to I-3, Heavy Industrial. FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY GENERALLY LOCATED AT 3798 SELVITZ ROAD, FROM IH, INDUSTRIAL, HEAVY, A SAINT LUCIE COUNTY ZONING DESIGNATION, TO I-3, HEAVY INDUSTRIAL, A CITY OF FORT PIERCE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Kori Benton, Senior Planner, gave a brief presentation in reference to the rezoning and was available for questions.

Commission discussion included the need for an east west connector on 25th street and inquiring about the differences between IH and I-3. They are comparable in consideration of localized uses and transportation impact.

Kori Benton gave a presentation of the site plan review and was available for questions.

Mayor Hudson opened the public hearing.

Jennifer Morton, applicant representative, highlighted key points of phase one and addressed some neighborhood comments. Phase two includes an expansion and will come back before the board. Commission discussion included fencing, dust and noise buffering.

Dean Locke, CEO, Precast Specialties, was available for questions. They have exceeded requirements in place for buffering at this time and would take it into consideration if necessary in the future.

Mark Arnoff spoke in opposition.

Roger Friend spoke in opposition.

Robert Sgarlato spoke in opposition.

Amy Griffin, St. Lucie County ERD, discussed Greenways and Trails.

Marty Sanders, SLCSO Facilities Director, mentioned his concerns.

Pat Lowe spoke in opposition.

Nick Makris spoke in opposition.

Bob Gehrig spoke in support.

John Babbots spoke in opposition.

Dean Locke clarified that there is no use of pneumatic devices and that work does not start extra early.

Mayor Hudson closed the public hearing.

Further Commission discussion included sending Staff to visit site in Pompano to test sound in area before the next meeting and this type of use being the same for over 20 years. The

Ordinance is confirming the list of uses that was allowed with they were annexed into the City.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve item **11c**.

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

Passed

Staff will take a site visit to Pompano facility. Commission discussion included the ability to impose requirements on phase two of the project. Additional conditions may need to be added to address the concerns of dust and noise.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve item **11b** with the following staff conditions:

- 1) Adoption of a typical delivery route for the facility, which deters use of, and minimizes conflicts with residential or non-industrial roadways;
- 2) The potential replacement of the existing chain-link along the water management canal to the south, and fencing at the facility entrance, are completed with a coated chain-link or aluminum fence to more appropriately comply with established design review guidelines;
- 3) The property owner and/or applicant complete the necessary subdivision (plat), prior to issuance of a Certificate of Occupancy;
- 4) The final approval of the concrete batch plant is deferred until a complete design review submittal is provided for this component of Phase II construction; and
- 5) The applicant will post a contact number for inquiries during normal business hours.

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

Passed

- d. Review and approval of an application for Conditional Use, submitted by Property Owner, Motel FP LLC, applicant, Addiction Recovery Community Villas, and representative Michael McCarty, Planner, to establish a establish a Group Living Drug & Alcohol Treatment Center located at 3625 S. US. Highway 1, Fort Pierce, FL. The property is zoned General Commercial (C-3), (Parcel ID 2434-601-0026-000-2).

Kori Benton, Senior Planner, gave a brief presentation and was available for questions.

Mayor Hudson opened the public hearing.

Mike McCarty, applicant representative, spoke in support.

Mark Arnoff spoke in opposition.

Mayor Hudson closed the public hearing.

Commission discussion included determining why Fort Pierce is popular for these types of businesses, facility security and the consideration of expanding the notice requirements to surrounding property owners.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve item **11d** with the following staff conditions:

- 1) The improvement plan incorporates designated parking spaces for the two passenger vans identified for operation, as well as an off-street loading space for food deliveries; and
- 2) The improvement plan integrates measures to provide appropriate access to, and screening of, the dumpster location; and
- 3) The incorporation of perimeter fencing (fill where necessary) for security.

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

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

- a. Economic Development Update - Fort Pierce Economic Development Team.

Linda Cox, City Clerk and Economic Development Team Leader, gave an overview of the team members and focus. Recommendations include evaluating the zoning use table, implementing an on-line permit process and exempting parking requirements in the Peacock Arts District (US1 west to 7th Street, Citrus Ave. north to Moore's Creek).

Commission discussion included eliminating impediments to new business, crosswalks and parking, as well as allowing Staff to have the ability to work the strategic plan. Commission consensus was to accept the Economic Development Team recommendations.

- b. Update from Fort Pierce Utilities Authority regarding restoration efforts following the impacts of Hurricane Matthew.

Javier Cisneros, FPUA Supervising Engineer, gave an update on the impact of Hurricane Matthew as well as restoration efforts. Clay Lindstrom, FPUA Director, stated that the call center operation went well and there were many learning opportunities.

- c. Fourth Quarter Financial Report for Month Ending September 30, 2016 Preliminary.

Johnna Morris, Finance Director, gave preliminary numbers on the fourth quarter financial report. All funds with the exception of the Golf Course and Sunrise Theatre are in stable financial positions.

13. CITY COMMISSION

- a. Resolution No. 16-R49 Adopting the St. Lucie County Local Mitigation Strategy Plan in order to remain eligible for FEMA mitigation grant programs.

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, ADOPTING THE ST. LUCIE COUNTY LOCAL MITIGATION STRATEGY PLAN; DIRECTING CITY CLERK TO PROVIDE A COPY TO ST. LUCIE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

Passed

- b. Appointment/Reappointment of a regular member and an alternate member to serve on the Treasure Coast Regional Planning Council for a one-year term.

The Commission decided to postpone appointment/reappointment until after the new Commission is seated and the Boards and Committee appointments are reviewed.

14. COMMENTS FROM THE PUBLIC

Ruth Jefferson
Sophia Watkins
Pastor Andrew Jefferson
Rick Reed

15. COMMENTS FROM THE CITY MANAGER

- a. City Manager's Report

Nicholas Mimms, City Manager, spoke about Hurricane Matthew recovery, Dan McCarty Track opening, Maravilla Park playground, the SKA National Fishing Tournament, Veterans Memorial Park grand reopening and Veterans Day ceremony. The parking concern on the west side of Orange Avenue will be addressed at an upcoming meeting.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander spoke about our underutilized baseball and football fields in the city. He also inquired about the uprooted trees in a few areas.

Commissioner Perona mentioned that there are assets at parks that are shut down and it should be addressed.

Commissioner Sessions wants to ensure the information he receives from staff is accurate. He believes he received incorrect information which may affect his decision on approving the Humane Society contract. He would like it to be brought back for discussion with the correct information.

Commissioner Becht inquired about the Christmas lights downtown during the parade, the Farmer's Market is going to be moved to second street due to the SKA tournament, the Square Grouper is now open, the City of Lights contest coming up and the Pic the Fort contest. There is a lot of good things going on and we should focus on positivity.

Mayor Hudson announced that the SKA will be here until Sunday, the Main Street parade is December 4. The St. Lucie Soars program kicked off last week promoting mentors in schools.

- 17. ADJOURNMENT** - There being no further business, Mayor Hudson declared the meeting adjourned at 11:49 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

Agenda Item # 6. a.

Meeting Date: 11/21/2016

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Mustard Seed Ministries Proclamation being received by Mustard Seed Ministries.

Attachments

Mustard Seed Ministries

Form Review

Form Started By: Caleta Scott

Started On: 11/09/2016 02:22 PM

Final Approval Date: 11/09/2016

WHEREAS, Mustard Seed Ministries is an outreach organization working cooperatively to provide assistance for individuals and families struggling to make ends meet; and

WHEREAS, Mustard Seed has served over 200,000 meals by over 2,000 community volunteers, students and schools, churches, colleges and business owners each year; and

WHEREAS, The Thanksgiving Community Feast was started by Reverend Carl Junker in 1986 on Avenue D and Angle Road under a tent with about 100 people from the community; and

WHEREAS, Reverend Carl felt it was important to feed the hunger, those who were alone, and a way for others to come and volunteer to show what they are thankful for; and

WHEREAS, in its 27th year, Mustard Seed Ministries continues to rally a feast team to serve nearly 8,000 Thanksgiving meals in St. Lucie County with main operations at the site of the historical St. Anastasia School House.

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

Mustard Seed Ministries

and urge all citizens to donate or volunteer for the Thanksgiving Feast.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 21st day of November, 2016.

MAYOR COMMISSIONER

City Commission Regular Meeting

Agenda Item # 6. b.

Meeting Date: 11/21/2016

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Retired Educators Day being received by Retired Educators of St. Lucie County.

Attachments

Retired Educators Day 2016

Form Review

Form Started By: Caleta Scott
Final Approval Date: 11/09/2016

Started On: 11/09/2016 02:35 PM

WHEREAS, Florida's education system is a vital part of the well-being of our state, providing education for people of all ages; and

WHEREAS, at the heart of our education system and teachers, who are devoted to sharing their knowledge with students and helping students prepare for their careers; and

WHEREAS, Florida is home to many retired educators who have spent much of their lives giving their time to our students; and

WHEREAS, we recognize Florida's retired educators for their dedication to empowering students and strengthening our local and statewide communities.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim November 20, 2016 as:

Retired Educators Day

in the City of Fort Pierce and call on all citizens to join me in recognizing and commending the commitment of educators 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 21st day of November, 2016.

MAYOR COMMISSIONER

City Commission Regular Meeting

Agenda Item # 6. c.

Meeting Date: 11/21/2016

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation recognizing Commissioner Eddie Becht's Retirement and Service.

Attachments

Eddie Becht Retirement

Form Review

Form Started By: Caleta Scott
Final Approval Date: 11/17/2016

Started On: 11/17/2016 09:45 AM

WHEREAS, Eddie Becht began his legal career in 1981 and has served as a Certified Court Mediator since 2010; and

WHEREAS, Eddie Becht has been a District two (2) City Commissioner for the City of Fort Pierce since 2004; and

WHEREAS, Eddie Becht has been devoted and committed to his responsibilities during his years of service as City Commissioner, ensuring the resources and necessary support for City residents to achieve a greater quality of life; and

WHEREAS, Eddie Becht lent his expertise in service on many city and county boards; including City of Fort Pierce Planning Board, Fort Pierce Housing Authority (former Chairman), Fort Pierce Main Street, Transportation Planning Organization, St. Lucie County Space Needs Committee, St. Lucie County Sustainability Ad Hoc Committee, and St. Lucie County Fire District Board (former Chairman); and

WHEREAS, Eddie is held in high regard by his peers, staff, friends, and community for his sound leadership, expertise, and commitment to excellence.

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

Eddie Becht

and extend heartfelt appreciation for his 12 years of service to the citizens of Fort Pierce and best wishes for continued success in his future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 21st day of November, 2016.

MAYOR COMMISSIONER

City Commission Regular Meeting

Agenda Item # 7. a.

Meeting Date: 11/21/2016

Re: Thank You Card

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Thank you card from Laura Diederick and Cristin Krasco in appreciation of Michelle Kubitschek and Joyce Kobbe's contribution to the success of the 2016 Indian River Lagoon Science Festival.

Attachments

Thank You Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2016 02:09 PM
City Manager	Nick Mimms	11/14/2016 02:10 PM
Form Started By: Jennifer Robinson		Started On: 11/09/2016 10:38 AM
Final Approval Date: 11/14/2016		

Dear Michelle & Joyce -

Thank you both so much for helping us make the 2016 Indian River Lagoon Science Festival such a success. Your assistance with logistics - from contracts to allowing us to take over your office! - went a long way to having a smooth event. Thank you for all your support! Best,
Laura
CRS

MADE WITH PAPER FROM
WELL-MANAGED FORESTS

Hallmark

thank
very
much you

City Commission Regular Meeting

Agenda Item # 10. a.

Meeting Date: 11/21/2016

Re: Inlet Linear Park Lighting

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

SUBJECT:

Approve award of Bid No. 2016-029 to Graybar Electric to purchase thirty six (36) Phillips Gardco Bollard lights to be installed at the Inlet Linear Park in an amount not to exceed \$48,744.00.

SUMMARY:

The Public Works Department seeks to install thirty six (36) Phillips Gardco Bollard lights, Sternberg Park Green in color along Inlet Linear Park. The cost of each fixture is \$1,354.00. Since the completion of Jetty Park, the immediate area has experienced a significant increase in pedestrian traffic. The installation of the lights will enhance the safety as well as the appearance of Inlet Linear Park. The recommended bollard lights are the same model and type that are currently throughout Jetty Park.

RECOMMENDATION:

The Public Works Department recommends awarding Bid No. 2016-029 to Graybar Electric Supply, Inc. as they were the lowest bidder.

ALTERNATIVES:

Not approve the requested purchase.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 10011115196320
Amount: 48,744.00

FISCAL IMPACT:

Funds are available in the Parks MSTU account for an amount not to exceed \$48,744.00.

Attachments

Inlet Linear Park

Second Chance Offer

Form Review

Inbox	Reviewed By	Date
Purchasing	Mike Reals	09/09/2016 08:09 AM
Purchasing	Tony Barnes	09/12/2016 09:57 AM
Finance Department	Johnna Morris	09/13/2016 03:25 PM
City Manager	Jennifer Robinson	11/08/2016 10:17 AM
Purchasing	Tony Barnes	11/09/2016 03:03 PM
Finance Department	Karen Logue	11/16/2016 08:13 AM
City Manager	Nick Mimms	11/16/2016 03:39 PM
Form Started By: Mike Reals		Started On: 09/08/2016 07:17 AM
Final Approval Date: 11/16/2016		



MEMORANDUM
from the
PURCHASING DEPARTMENT

TO: Mike Reals, Public Works Manager
THROUGH: Tony Barnes, Director of Purchasing
FROM: Georgia Montgomery, Purchasing Specialist
SUBJECT: Bid No. 2016-029 ~ Inlet Linear Park Light Fixtures
DATE: August 24, 2016

TJB
Georgia Montgomery

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

The invitation was sent to 160 vendors. Eighteen (18) vendors requested specifications with three (3) responding (16.66 %) plus 0 "No Bid" (16.66 % total response).

Please respond to the Purchasing Department for recommendation of award.

Expiration date is October 22, 2016. Commission approval must be completed by this date.

/gm

Attachment

cc: JT McDermott, Facilities Maintenance Division Manager

**CITY OF FORT PIERCE
TABULATION OF BIDS**


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

BID ON:	Inlet Linear Park Light Fixtures
BID NUMBER:	2016-029
DATE:	08/23/16 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 18= 16.66 %
0 "No Bids"
Total = 16.66 %

Vendor	Unit Price	Total
Mayer Electric Supply, Inc. Tampa, FL	\$1, 405.00	\$50,580.00
TI Electric USA Inc. West Palm Beach, FL	\$1424.86	\$51,294.96
Graybar Electric Ft Pierce, FL	\$1425.00	\$51,300.00

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

<p>DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p>INVITATION TO BID</p> <p>and</p> <p>BIDDER ACKNOWLEDGMENT</p>
<p>Contact: Gelencia Carter, (772) 467-3748</p>	<p>Bid No: 2016-029</p>
<p>Pre-Bid Conference : N/A</p>	<p>Bid Title: LIGHT FIXTURES – INLET LINEAR PARK</p>
<p>Pre-Bid Conference Location: N/A</p>	<p>Bid Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: 8/23/16 by 3:00 PM</p>	<p>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.</p>
<p>Bidder Name: Mayer Electric Supply Inc -----</p> <p>Mailing Address: 6101 E Adamo Dr ----- ----- -----</p>	<p><i>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.</i></p> <p>X  Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Tampa, FL 33619</p>	<p>Typed or Printed Name: Russ Williams</p>
<p>Type of Entity (Circle One): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship</p>	<p>Title: Outside Account Manager</p>
<p>Incorporated in the State of: Alabama Year: 1930</p>	<p>Delivery in <u>60-75</u> ^{business} days, ARO <u>12-14</u> weeks</p>
<p>Phone Number: 239-672-0450</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: 813-628-4578</p>	<p>FEIN or SS Number: 63-0274133</p>
<p>E-Mail Address: rwilliams@mayerelectric.com</p>	<p>Local Business: <u> </u>Y <u> </u>X N MWBE: <u> </u>Y <u> </u>X N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
Mayer Electric Supply Co, Inc.

Business name, if different from above

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

Address (number, street, and apt. or suite no.)
3405 4th Avenue South

City, state, and ZIP code
Birmingham, AL 35222

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number
63:0274133

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here Signature of U.S. person ▶  Date ▶ **8/24/16**

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,

BID RESPONSE FORM

Bid Item	LIGHT FIXTURES – INLET LINEAR PARK		
Bid Number	2016-029	Due Date & Time	3:00 PM, Tuesday, August 23, 2016

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

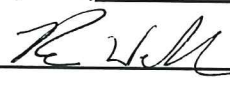
Quantity	Description	Unit Price	Total
36	Philips Lighting Bollards Model # BRM830-42CWL-NW-LA-180-UNV	\$ 1,405.00	\$ 50,580.00

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

(Please Check One)

- ❖ Do you accept the Purchasing Card (Visa): Yes x No
- ❖ Percentage of discount off bid price when payment is made with Visa: 0 %

Manufacturer Proposed: PHILIPS LIGHTING
Model: BRM830-42CLW-NW-LA-180-UNV
Warranty: 1 YEAR WITH CUSTOM FINISH - Phillips warranty info attached
Vendor: MAYER ELECTRIC SUPPLY
Address: 6101 E ADAMO DR
City, State, Zip Code: TAMPA, FL 33619
Email Address: rwilliams@mayerelectric.com
Typed Name, Title: Russ Williams ; Outside Account Manager
Signature:  **Date:** 8/22/16
Telephone #: 239-672-0450 **Fax #:** 813-628-4578

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

Remit To: P.O. BOX 73812

NEWNAM, GA 30271

Check block below for applicable minority indicator:

- Asian Indian Black Asian Pacific Hispanic
 Native American Small Business Women Owned Small Disadvantage Business

SESCO lighting

Moving almost at the speed of light!

Roadway and Municipality Division

1133 West Morse Blvd.
 Suite 100
 Winter Park, FL 32789
 Tel: (407) 629-6100
 Fax: (407) 629-6213

To: MAYER ELECTRIC	Job/Project Name: FT PIERCE INLET LINEAR PARK BOLLARDS Bid Date: 8/23/2016
-----------------------	--

Qty	Type	Mfg	Description	Unit Price	Extd.Price
36		GARD	BRM830-42CLW-NW-LA-180-UNV 42" CAST ALUM WITH DOM LOVER		
1		GARD	SET UP PAINT CHARGE SPECIAL COLOR STERNBERG PARK GREEN COLOR CHIP REQUIRED		
36		GARD	POWDER COAT PER BOLLARD		
			TOTAL:		

Prices firm for entry by: 45 Days Shipment by: 45 Days Lead Time: 12-14 WEEKS

Subject to manufacturer's published terms and conditions of sale. Quotation is void if changed.
 Complete quote must be used.

Per: Email: FDOT@SESCOLIGHTING.COM

PHILIPS

Limited Warranty: Outdoor Professional Luminaires

Philips Lighting North America Corporation (“**Philips**”) warrants to the original purchaser (“**Purchaser**”) that the Philips branded outdoor professional luminaires identified on Schedule 1 (“**Products**”) will be free from defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in documentation published for or provided with the Product (“**Specifications**”) for the applicable period and subject to the additional terms and conditions set forth on Schedule 1 from the date of purchase (as set forth in the applicable invoice) (“**Warranty Period**”). Unless otherwise noted on Schedule 1, Philips warrants that any standard finish on a Product will be free of cracking, peeling, excessive fading, and corrosion defects during the applicable Warranty Period. To the extent that an authorized Philips distributor is the Purchaser of the Products, such distributor may transfer this limited warranty to subsequent purchasers of the Products, provided that such Products are resold in new condition and in their original packaging. For LED Products, the Product shall be considered defective only if 10% or more of the LED components fail for such Product.

Photocells (standard issue NEMA and button type), occupancy sensors, low voltage indicators, fuses, surge suppressors and other third party accessories that are not manufactured by Philips are excluded from this warranty, but may be covered by a third party manufacturer. Such third party manufacturer shall be solely responsible for the costs related to any claims associated with any such accessories. Extended life photocells carry a 10-year limited warranty from the third party manufacturer. Emergency battery packs and polycarbonate lenses (used on vandal resistant products or as vandal resistant covers or options) have a Warranty Period of 1 year.

If any Product covered by this limited warranty is returned by Purchaser in accordance with Philip’s Terms and Conditions of Sale (available at www.philips.com/termsandconditionsprofessional) within the Warranty Period, and Philips determines to its satisfaction that such Product failed to satisfy this warranty, Philips will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price, subject to the terms and conditions set forth herein. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including, without limitation, any labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to Philips. If Philips chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Philips may replace it with a comparable product. Philips reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this limited warranty.

This limited warranty is subject to the following additional conditions:

- The Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications.
- A Philips representative will have access to the failed Products and the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to invite other manufacturers’ representatives to evaluate the lighting system components.
- The Product has been purchased directly from an authorized Philips distributor/dealer for use in regions that are within the jurisdiction of the United States or Canada.
- Purchase receipt for the Product is available for inspection by Philips.

This limited warranty does not apply to damage or failure to perform arising as a result of any acts of God or from any abuse, misuse, abnormal use, improper power supply, powers surges or fluctuations, corrosive environments, neglect, exposure or any use or installation in violation of the instructions or restrictions prescribed by Philips or any applicable standard or code, including those contained in the latest National Electrical Code, Standards for Safety of Underwriters Laboratory, Inc. (UL), the American National Standards Institute (ANSI), or, in Canada, the Canadian Standards Association (CSA). No agent, distributor or dealer is authorized to change, modify or extend the terms of this limited warranty on behalf of Philips. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY PHILIPS IN WRITING.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY PHILIPS WITH RESPECT TO THE PRODUCTS AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL PHILIPS' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A DEFECTIVE PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL PHILIPS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR

Updated June 2015

Philips Lighting North America Corporation
200 Franklin Square Drive, Somerset, NJ 08873.
Tel. 855-486-2216



Philips Lighting Canada Ltd.
281 Hillmount Rd, Markham, ON, Canada L6C 2S3
Tel. 800-668-9008

GOODWILL EVEN IF PHILIPS WAS ADVISED OF OR WAS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Special conditions related to all solar Products:

- The Warranty Period for batteries, pole/finish and solar panel racking is 1 year.
- Batteries are fully charged when shipped to the Purchaser or installation site. The batteries must be installed and operational no later than 2 months from the day of shipment. If stored beyond such time period, the Purchaser is responsible for recharging the batteries according to battery manufacturer's instructions at 2 months and every two month thereafter. This limited warranty does not cover batteries if: (i) program has been altered without Philips' authorization, (ii) systems that have not been designed or sized according to Philips standard design practices, or (iii) systems where Philips has conveyed as per specific sales orders, that battery life and other components will be less than the Warranty Period.
- Improper installation includes but is not limited to improper placement, orientation, tilt and/or shading conditions not considered in the energy profile and design conditions.

This limited warranty is effective for the purchases of the Product on or after the effective date set forth herein and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. Philips reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.

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PHILIPS

Limited Warranty: Outdoor Professional Luminaires

Schedule 1

OUTDOOR PROFESSIONAL LUMINAIRE (EXCLUDING POLES AND BRACKETS)

All Philips outdoor professional luminaires not otherwise described below shall have a warranty period of 1 year

Philips Brand	LED	Non-LED	Special Conditions
PHILIPS Stonco	5 years	1 year	<p><u>Standard finishes:</u> 5 year warranty on finish for LED products and 1 year warranty on all other products.</p> <p><u>Custom finishes:</u> 1 year warranty on the finish on all products.</p> <p>Optical color filters made from glass or polymeric materials such as acrylic, polyester or polycarbonate have a Warranty Period of 1 year from the date of original shipment. Color fading of the lens material of any kind is not covered under this limited warranty.</p>
PHILIPS GARDCO	5 years	5 years	<p><u>Standard finishes:</u> 5 year warranty on finish.</p> <p><u>Custom finishes:</u> 1 year warranty on finish.</p> <p>Optical color filters made from glass or polymeric materials such as acrylic, polyester or polycarbonate have a Warranty Period of 1 year from the date of original shipment. Color fading of the lens material of any kind is not covered under this limited warranty.</p>
Urban PHILIPS HADCO PHILIPS LUMEC	5 years	3 years	<p><u>Standard finishes:</u> 5 year warranty on finish.</p> <p><u>Custom finishes:</u> 1 year warranty on finish.</p>
Landscape and Residential PHILIPS HADCO	5 years	3 years	<p><u>Landscape Products:</u> Warranty Period for all grade mounted composite luminaires, copper luminaires and transformers is 10 years. Lifetime warranty offered on the finish for all cast bronze and stainless steel housing.</p> <p><u>Residential Products:</u> Lifetime warranty offered on the finish to all original Purchasers on residential lighting fixtures and posts.</p>
Roadway PHILIPS LUMEC	10 years	3 years	<p><u>Standard finishes:</u> 10 year warranty on the finish for LED products and 5 year warranty on the finish for all other products.</p> <p><u>Custom finishes:</u> 1 year warranty on finish.</p>

POLES AND BRACKETS

Philips Brand	Aluminum	Steel	Special Conditions
PHILIPS GARDCO PHILIPS HADCO PHILIPS LUMEC	3 years	1 year	<p><u>Standard finishes on aluminum:</u> 5 year warranty on finish.</p> <p><u>Custom finishes on aluminum:</u> 1 year warranty on finish.</p> <p><u>Standard finishes on steel:</u> 1 year warranty on finish.</p> <p><u>Custom finishes on steel:</u> 1 year warranty on finish.</p> <p>High Mast poles and raising/lowering devices have a 1 year Warranty Period.</p>


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COLOR KINETICS

Philips Brand	Special Conditions		
	ALL PRODUCTS	5 years	Warranty Period for products purchased or used for touring and / or rental purposes is three (3) years.
	VAYA WHITE UL PRODUCTS	5 years ¹	Warranty Period for products purchased or used for touring and / or rental purposes is one (1) year.
	VAYA ALL OTHER PRODUCTS	3 years	¹ Warranty Period assumes that the Products are operated for less than 12 hours per day.

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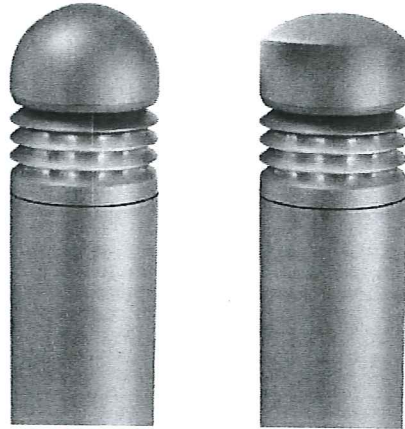
PHILIPS



Bollards

Dome/bevel top louver

BRM830/831/833
BRM834/835/837



Project: _____
 Location: _____
 Cat No: _____
 Type: _____
 Quantity: _____
 Notes: _____

Philips Gardco dome and bevel top louver LED bollards provide uniform illumination, superior spacing and solid vandal resistance. Rugged extruded and cast construction with silicone seals and gasketing assure years of durability. Our advanced stack-louver LED technology and motion response provide maximized light output energy savings.

Ordering guide

Example: BRM830-42-CWL-NW-360-UNIV-BRP-SPR

Prefix	Height	LED Control ⁴	LED Selection	Lighted Coverage	Voltage	Finish	Options
BRM830-	42	CWL-	NW-LA	180	UNIV-	SC-	
BRM830 Dome top with cast aluminum base	42 ¹	MR Motion Response - LEDs stay on low level (8W) when no motion is present and increase to full light output (41W) when motion detected	CW 6500K, 75 CRI	360 360° lighted louvers	347⁵	BLP Black Paint	SPR Surge Protection for 120-277V input meeting ANSI C62.41.2
BRM31¹ Dome top head only	36 ²		NW 4500K, 75 CRI	180 180° lighted louvers (provides reduced backside light)	UNIV (120-277V)	WP White Paint	SPRH Surge Protection for 347V input meeting ANSI C62.41.2
BRM833 Dome top with natural concrete base	11 ³		WW 3000K, 75 CRI			BRP Bronze Paint	
BRM833B Dome top with beige concrete base	11 ³	CWL Constant Wattage Full Light Output - full light output only (41W). No motion sensor included.	Solid Colors			NP Natural Aluminum Paint	
BRM33G Dome top with grey concrete base			LA⁵ Amber			OC Optional Color Specify optional color or RAL. ex. OC-LGP or OC-RAL7024.	
BRM834 Bevel top with cast aluminum base						SC Special Color Specify. Must supply color chip. Requires factory quote.	
BRM835¹ Bevel top head only							
BRM837 Bevel top with natural concrete base							
BRM837B Bevel top with beige concrete base							
BRM837G Bevel top with grey concrete base							

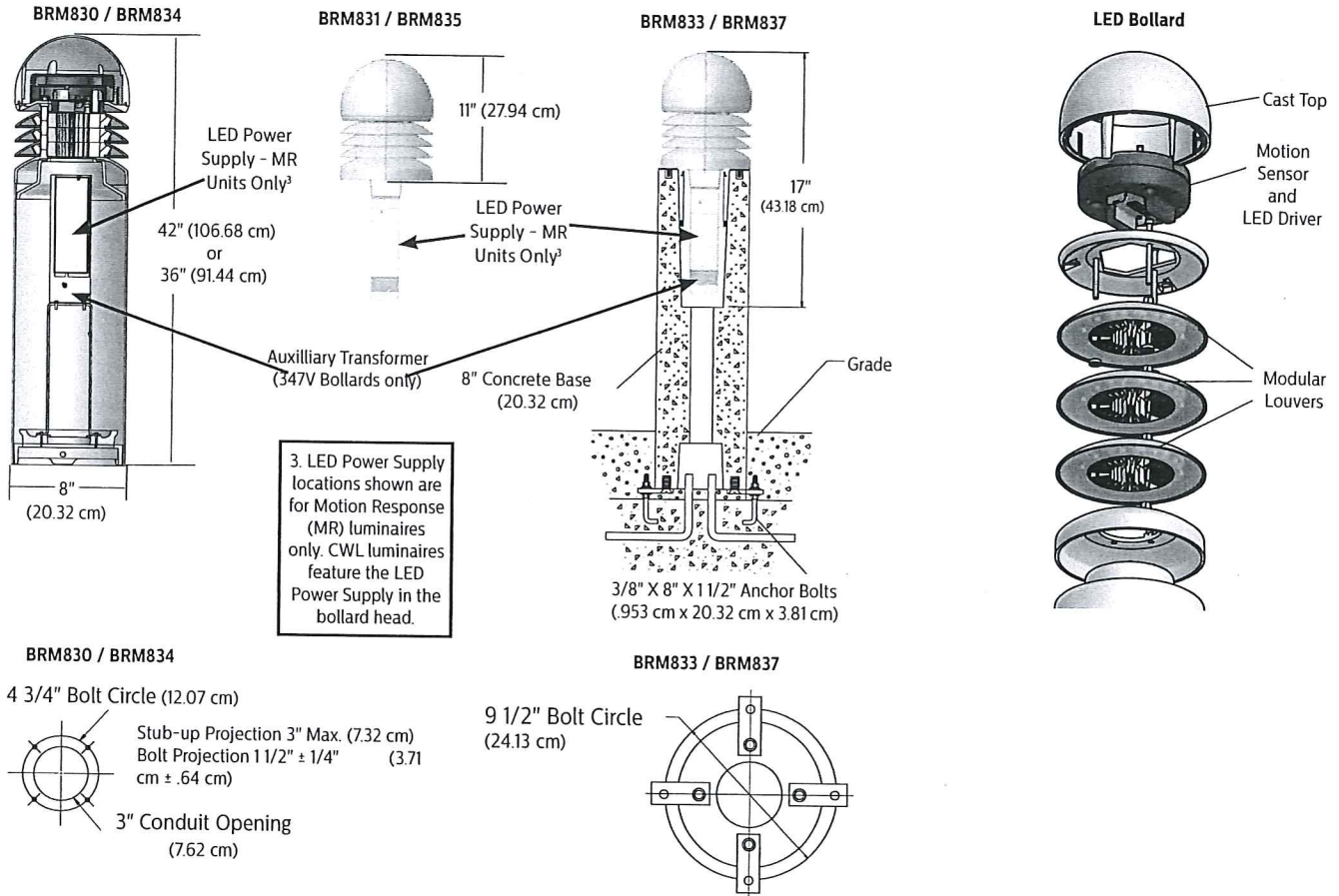
- Not available in 347V.
- BRM830 and BRM834 only.
- 11" height option to be selected only for "head only" units - BRM831 and BRM835.
- A variation of LED wattage (+/- 8%) may occur due to LED manufacturer's forward volt specification and ambient temperature.)
- Consult factory for lead times.
- 347V bollards require and include a step-down transformer in bollard. Not available in BRM831 or BRM835.



BRM830/831/833/834/835/837 LED bollard

Dome or bevel top louver

Dimensions



NOTE: Factory supplied template must be used when setting anchor bolts. Philips Gardco will not honor any claim for incorrect anchorage placement from failure to use factory supplied templates.

BRM830/831/833/834/835/837 LED bollard

Dome or bevel top louver

Specifications

Upper Housing

Diecast aluminum dome top secures to one-piece louvered casting with three (3) concealed tamper resistant screws.

Lower Housing

BRM830 / BRM834: Luminaire features a cylindrical 125" (.318 cm) wall 6063-T5 extruded aluminum base housing. Bottom section has a welded-in cast ring for attachment to base assembly with four (4) hex head set screws.

BRM831 / BRM835: Louver head assembly is affixed to ballast mounting bracket which is suitable for insertion into architectural elements (by others).

BRM 833 / BRM837: Luminaire includes a pre-cast concrete base constructed with steel molds and wire reinforcing. Base is acid-etched to provide a smooth textured aggregate finish.

LED Performance

PREDICTED LUMEN DEPRECIATION DATA ⁴		
Ambient Temperature °C	Driver mA	L ₇₀ Hours ⁵
15 °C	350	112,000
25 °C	350	90,000
40 °C	350	65,000

⁴ Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions.
⁵ L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output

Optical System

Philips Gardco LED Bollards feature the advanced Gardco stacked louver LED technology, assuring maximized light output. Each individual louver is replaceable if needed or desired.

Anchorage

BRM830 / BRM834: Base assembly consists of a cast aluminum platform and ballast mounting bracket. Assembly is secured and leveled to the mounting foundation with four (4) 3/8" X 8" X 1 1/2" (.953 cm x 20.32 cm x 3.81 cm) anchor bolts on a 4 3/4" (12.07 cm) bolt circle.

BRM 831 / BRM835: Mounting plate is cast aluminum with slots to accept anchor bolts (by others) at 90° on a 6 1/4" (15.88 cm) diameter bolt circle. A 4 1/2" (11.43 cm) diameter opening is required to house LED Power Supply for Motion Response (MR) units.

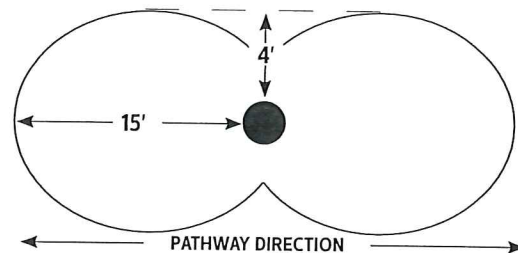
BRM833 / BRM837: Base assembly consists of four (4) galvanized steel base tabs fastened to pre-cast concrete base. Assembly is secured and leveled to the mounting foundation with four (4) 3/8" X 8" X 1 1/2" (.953 cm x 20.32 cm x 3.81 cm) anchor bolts on a 9 1/2" (24.13 cm) bolt circle. Base is designed for 5" (12.7 cm) direct burial.

Electrical

For CWL bollards, the LED power supply is located within the bollard head. For Motion Response (MR) bollards the LED power supply is located within the bollard shaft. Bollards accept from 120 Volts through 277 Volts, 50hz to 60 hz, input. Bollards with 347V input require and include a step-down transformer (placed within the bollard shaft) to provide proper input voltage to the LED power supply. The LED driver is located in the upper dome. LED power supplies and LED drivers are replaceable. LEDs provided as specified.

Luminaires ordered with Motion Response include a microwave motion sensor. The motion sensor is completely and safely concealed within the LED Bollard head to avoid potential vandalism to the sensor. LEDs operate on Low Level (8 watts) when no motion is present. LEDs increase to full light output (41 watts) when motion is detected. Motion Response system permits adjustments for time on high level and motion sensitivity.

Approximate Motion Sensor Detection Pattern:



Bollard orientation is adjustable in 120° increments. Consult LED Bollard Motion Response installation instruction sheets for more detailed information concerning bollard placement and sensor performance.

Luminaire Finish

Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured textured powdercoat finish

Labels

All luminaires bear UL or CUL (where applicable) Wet Location labels.

Warranty

5 year limited warranty. See philips.com/luminaires for complete details and exclusions.

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Philips reserves the right to make changes in specifications and/or to discontinue any product at any time without notice or obligation and will not be liable for any consequences resulting from the use of this publication.
philips.com/luminaires



Philips Lighting, North America Corporation
 200 Franklin Square Drive, Somerset, NJ 08873
 Tel. 855-486-2216

Philips Lighting Canada Ltd.
 281 Hillmount Rd, Markham, ON, Canada L6C 2S3
 Tel. 800-668-9008

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other local authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

		2015		EXPIRES	9/30/2016			
3502	WHOLESALE-ELECTRICA	\$50.00	21	EMPLOYEE	3200	RETAIL		3502-0597724
2600	PANEL BOARD MANUFAC	\$30.00	10	EMPLOYEE			\$50.00	21 EMPLOYEE

TOTAL TAX \$130.00
 REGULATED WASTE \$50.00
 PREVIOUSLY PAID \$180.00
 TOTAL DUE \$0.00

SUMMERLIN JAMES T PRESIDENT

MAYER ELECTRIC SUPPLY COMPANY INC
 C/O TAX DEPT
 P O BOX 1328
 BIRMINGHAM AL 35201-1328

4161 N JOHN YOUNG PY
 A - ORLANDO, 32804

PAID: \$180.00 0099-00673870 -7/13/2015 -

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other local authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

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TOTAL TAX \$130.00
 REGULATED WASTE \$50.00
 PREVIOUSLY PAID \$180.00
 TOTAL DUE \$0.00



SUMMERLIN JAMES T PRESIDENT

MAYER ELECTRIC SUPPLY COMPANY INC
 C/O TAX DEPT
 P O BOX 1328
 BIRMINGHAM AL 35201-1328

4161 N JOHN YOUNG PY
 A - ORLANDO, 32804

PAID: \$180.00 0099-00673870 7/13/2015

This receipt is official when validated by the Tax Collector.

407-857-0650



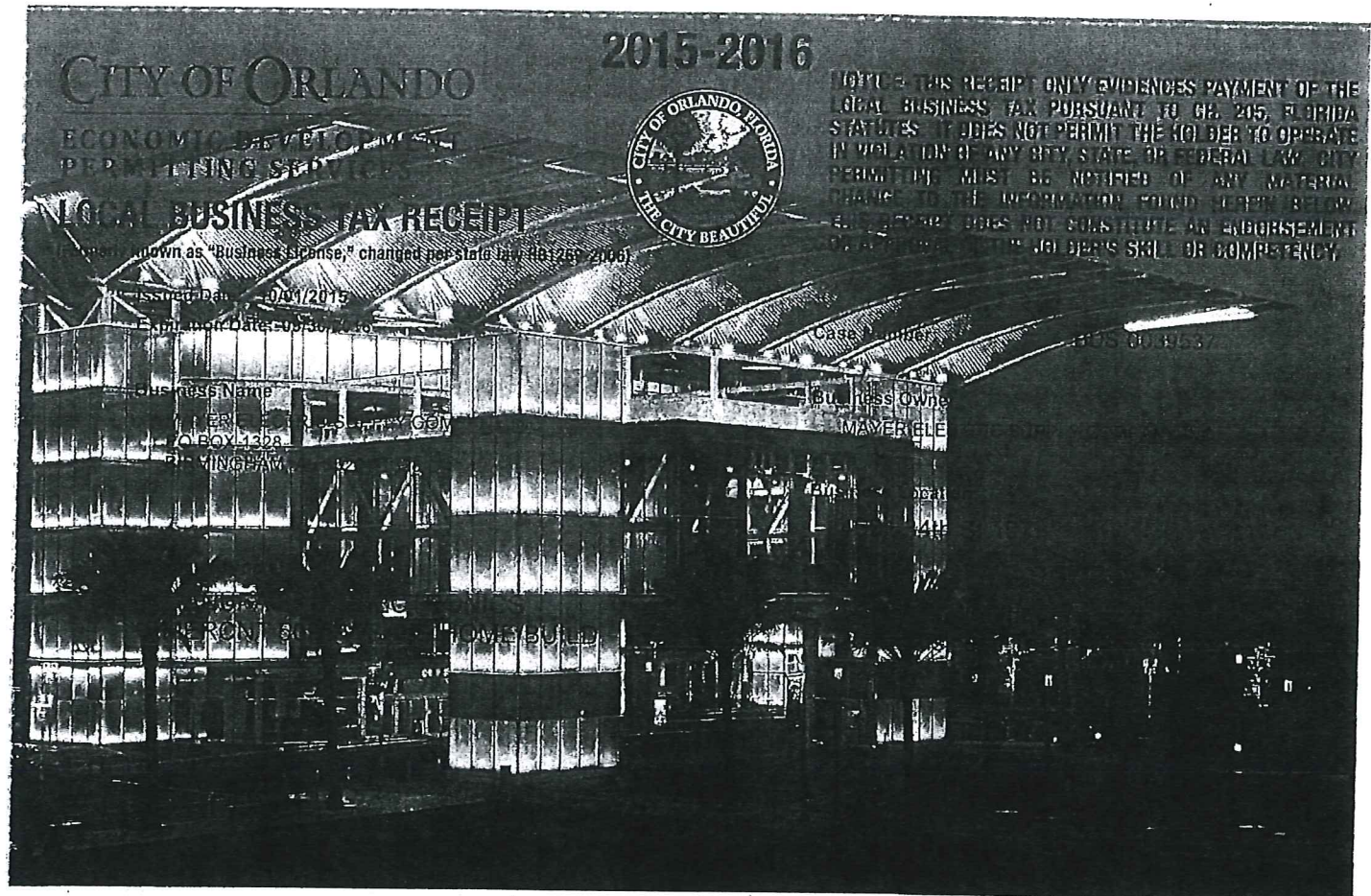
CITY OF ORLANDO

ECONOMIC DEVELOPMENT • PERMITTING

Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, FL 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

PROMPT! Interactive Voice Response System: 407.246.4444
Visit our website: www.CityofOrlando.net/permits



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?	<u>Yes</u>	_____
Is Bid Response Form completed, signed and attached?	<u>Yes</u>	_____
W-9 Form completed, signed and attached?	<u>Yes</u>	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<u>Yes</u>	_____
Include proof of proper licensing as stated in bid documents.	<u>Yes</u>	_____
Bid envelope is marked accordingly.	<u>Yes</u>	_____
Are three (3) complete bid packages included (one original and two copies)?	<u>Yes</u>	_____
Is each Bid Addendum (when issued) signed and included?	<u>No Addendums</u>	_____

PLEASE SIGN AND RETURN WITH BID

[Handwritten Signature]

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	INVITATION TO BID and BIDDER ACKNOWLEDGMENT
Contact: Gelencia Carter, (772) 467-3748	Bid No: 2016-029
Pre-Bid Conference : N/A	Bid Title: LIGHT FIXTURES – INLET LINEAR PARK
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: Aug 23 2016	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: TI ELECTRIC USA INC ----- Mailing Address: 2724 SHAWNEE AVE ----- WEST PALM BEACH, FL ----- 33409 -----	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 <u>George C Daniels</u> Authorized Signature (Manual)
City, State, Zip Code: WEST PALM BEACH, FL 33409	Typed or Printed Name: U George DANIAS
Type of Entity (Circle One): Corporation Partnership Proprietorship	Title: BRANCH MANAGER
Incorporated in the State of: FLORIDA Year: 2003	Delivery in See quote from SESCO days, ARO
Phone Number: 561 686 3928	Payment Terms: Net 30 Days
Fax Number: 561 686 3947	FEIN or SS Number: 20-8402447
E-Mail Address: Sales@tielectricusa.com	Local Business: __Y__ <input checked="" type="checkbox"/> N MWBE: __Y__ __N__
Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

BID RESPONSE FORM

Bid Item	LIGHT FIXTURES – INLET LINEAR PARK		
Bid Number	2016-029	Due Date & Time	3:00 PM, Tuesday, August 23, 2016

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

Quantity	Description	Unit Price	Total
36	Philips Lighting Bollards Model # BRM830-42CWL-NW-LA-180-UNV	\$ 1724.86	\$ 51,294.96

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

(Please Check One)

❖ Do you accept the Purchasing Card (Visa): Yes No

❖ Percentage of discount off bid price when payment is made with Visa: 0 % *cost us 3.5 Percent*

Manufacturer Proposed: See Quote F16-0506 Enclosed.
 Model: BRM 830-42CWL-NW-LA-180-UNV
 Warranty: 5 YEAR
 Vendor: T I ELECTRIC USA INC
 Address: 2724 SHAWNEE AVE
 City, State, Zip Code: West Palm Beach, FL 33409
 Email Address: SALES@TIELECTRICUSA.COM
 Typed Name, Title: George C DANIAS
 Signature: George C Danias Date: 8-18-2016
 Telephone #: 561-686-3928 Fax #: 561 686 3947

SESCO lighting

Moving almost at the speed of light!

Roadway and Municipality Division

1133 West Morse Blvd.
 Suite 100
 Winter Park, FL 32789
 Tel: (407) 629-6100
 Fax: (407) 629-6213

To: TI ELECTRIC 2724 SHAWNEE AVE WEST PALM BEACH, FL	Job/Project Name: FT PIERCE INLET LINEAR PARK BOLLARDS Bid Date: 8/2/2016
--	---

Qty	Type	Mfg	Description	Unit Price	Extd. Price
36		GARD	BRM830-42CLW-NW-LA-180-UNV 42" CAST ALUM WITH DOM LOVER		
1		GARD	SET UP PAINT CHARGE SPECIAL COLOR STERNBERG PARK GREEN COLOR CHIP REQUIRED		
36		GARD	POWDER COAT PER BOLLARD		
			TOTAL:		

Prices firm for entry by: 45 Days Shipment by: 45 Days Lead Time: 12-14 WEEKS

Subject to manufacturer's published terms and conditions of sale. Quotation is void if changed.
 Complete quote must be used.

Printed: 07/29/16 14:13:25 Per: D Stewart Email: FDOT@SESCOLIGHTING.COM

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TI Electric USA Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2724 Shawnee Ave

6 City, state, and ZIP code
West Palm Beach, FL 33409

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Social security number

				-			-			
--	--	--	--	---	--	--	---	--	--	--

or

Employer identification number

2	0	-	8	4	0	2	4	4	7
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ *Louise Nakah* Date ▶ *8/18/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
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, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

(*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

SMALL BUSINESS CERTIFICATION

The City of West Palm Beach's Small Business Program

Certifies that

T.I. ELECTRIC USA, INC.

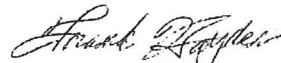
Has met the necessary requirements for certification as a Small Business under the Small Business Program as prescribed by the City of West Palm Beach's Ordinance Number 3366-00.

The following List of Services and/or Product are covered under this certification:

- Electrical Cables and Wires (Not Electronic)
- Electrical Equipment and Supplies (Except Cable and Wire): Street and Hwy Lighting Luminaires, Accessories and parts
 - Pipe and Tubing
 - Pipe and Fittings

Issued by the City of West Palm Beach for a three year period February 28, 2015 to February 28, 2018

Certificate Vendor Number: 1041636



Frank Hayden
Procurement Official

Palm Beach County
Office of Small Business Assistance
Certifies That

TI Electric USA, Inc.

VENDOR # **VC0000131356**

is a Small Business Enterprise as prescribed by section 2-80.21 - 2-80.35 of the Palm Beach County Code for a three year period from May 6, 2014 - May 5, 2017

The following Services and/or Products are covered under this certification:

Ballasts, All Kinds; Circuit Breakers, Load Centers, Boxes and Panel boards; Conduit and Fittings, Plastic/PVC; Fuses, Fuse Blocks and Holders, Links, etc; Lamps: Fluorescent, Incandescent, Mercury Vapor, Quartz and Sodium Vapor; Lighting Fixtures, Indoor: All Kinds and Parts (Including Lamp holders and Recycled Types); Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Lights and all other Weatherproof Fixtures (Except Streetlights) (Including Recycled Types); Power Systems Switchgears and related accessories; Wire Molding, Raceways, Accessories and Fittings

Palm Beach County Board of County Commissioners

- Priscilla A. Taylor, Mayor
- Paulette Burdick, Vice Mayor
- Hal R. Valache
- Shelley Vana
- Steven L. Abrams
- Mary Lou Berger
- Jess R. Santamaría

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker



Tonya Davis Johnson
Tonya Davis Johnson, Director

March 28, 2014

State of Florida


Minority, Women & Florida Veteran Business Certification

TI Electric USA Inc

Is certified under the provisions of
237 and 295.187, Florida Statutes, for a period from:

02/25/2015 to 02/25/2017




Chid Poppell, Secretary
Florida Department of Management Services

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32309 • 850-487-0915 • www.osd.dms.state.fl.us



CITY OF FORT PIERCE BIDDER'S CHECKLIST


copy

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

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

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

PLEASE SIGN AND RETURN WITH BID _____ *George C. Danus*

<p>DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p>INVITATION TO BID</p> <p>and</p> <p>BIDDER ACKNOWLEDGMENT</p>
<p>Contact: Gelencia Carter, (772) 467-3748</p>	<p>Bid No: 2016-029</p>
<p>Pre-Bid Conference : N/A</p>	<p>Bid Title: LIGHT FIXTURES – INLET LINEAR PARK</p>
<p>Pre-Bid Conference Location: N/A</p>	<p>Bid Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: 8/23/2016 3:00 PM</p>	<p>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.</p>
<p>Bidder Name: <u>GRAYBAR ELECTRIC</u></p> <p>Mailing Address: <u>3451 OLEANDER AVE.</u> <u>FT. PIERCE, FL 34982</u></p>	<p>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.</p> <p> Authorized Signature (Manual)</p>
<p>City, State, Zip Code: <u>FT. PIERCE, FL, 34982</u></p>	<p>Typed or Printed Name: <u>DAVID BOCKORAS</u></p>
<p>Type of Entity (Circle One): <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship</p>	<p>Title: <u>SALES REP</u></p>
<p>Incorporated in the State of: _____ Year: _____</p>	<p>Delivery in <u>90</u> days, ARO</p>
<p>Phone Number: <u>772-465-6922</u></p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: <u>772-465-8905</u></p>	<p>FEIN or SS Number: <u>13-0794380</u></p>
<p>E-Mail Address: <u>david.bockoras@graybar.com</u></p>	<p>Local Business: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input type="checkbox"/> N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	



Certification Statement Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- 1) That my company has a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie County; and
- 2) That my company holds any business or contractor license required by St. Lucie County and/or can document payment of business license taxes in St. Lucie County;
- 3) That my company is principal offeror who is single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- 4) Attached is a copy of a business or contractor license and/or business tax receipt for St. Lucie County, Indian River, Martin or Okeechobee Counties to verify that I have been in business at least one year prior to the issuance of the Request for Bid or Proposal.

Company Name: GRAYBAR ELECTRIC CO

Address: 3451 OLEANDER AVE.

Business or Contractor License Number: _____

Phone Number: 772-465-6922 Fax Number: 772-465-8905

Owner's Name: EMPLOYEE OWNER

Signature: [Handwritten Signature]



Sworn to before me this 8th day of August, 2016

Notary Public for the State of Florida My Commission Expires 6/2018

Notary Public Signature [Handwritten Signature] Printed Name Brian Wigginton

FOR PROCUREMENT OFFICE ONLY ~ DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the City of Fort Pierce Purchasing Department:

Vendor Certified by: _____ Date: _____
(Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business or contractor license must be submitted with your bonafide Bid/RFP package.

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
GRAYBAR ELECTRIC COMPANY, INC

Business name, if different from above

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

Address (number, street, and apt. or suite no.)
3451 Oleander Ave

City, state, and ZIP code
Fort Pierce, FL 34982

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	
13	0794380

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here Signature of U.S. person ▶ Date ▶ 04/21/16

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,



BID RESPONSE FORM

Bid Item	LIGHT FIXTURES – INLET LINEAR PARK		
Bid Number	2016-029	Due Date & Time	3:00 PM, Tuesday, August 23, 2016

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

Quantity	Description	Unit Price	Total
36	Philips Lighting Bollards Model # BRM830-42CWL-NW-LA-180-UNV	\$ 1425.00	\$ 51,300.00

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

(Please Check One)

- ❖ Do you accept the Purchasing Card (Visa): Yes No
- ❖ Percentage of discount off bid price when payment is made with Visa: 0 %

Manufacturer Proposed: PHILIPS LIGHTING
 Model: BRM830-42CWL-NW-LA-180-UNV
 Warranty: _____
 Vendor GRAYBAR ELECTRIC
 Address 3451 OLEANDER AVE, FT. PIERCE, FL, 34982
 City, State, Zip Code FT. PIERCE, FL, 34982
 Email Address DAVID.BOGUCKI@GRAYBAR.COM
 Typed Name, Title SALES REP
 Signature [Signature] Date 8/22/2016
 Telephone # 772-465-6922 Fax # 772-465-8905

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?	<u>✓</u>	_____
Is Bid Response Form completed, signed and attached?	<u>✓</u>	_____
W-9 Form completed, signed and attached?	<u>✓</u>	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<u>✓</u>	_____
Include proof of proper licensing as stated in bid documents.	<u>✓</u>	_____
Bid envelope is marked accordingly.	<u>✓</u>	_____
Are three (3) complete bid packages included (one original and two copies)?	<u>✓</u>	_____
Is each Bid Addendum (when issued) signed and included?	<u>✓</u>	_____

PLEASE SIGN AND RETURN WITH BID 



MEMORANDUM
from the
PURCHASING DEPARTMENT

TO: Mike Reals, Public Works Manager

THROUGH: Tony Barnes, Director of Purchasing

FROM: Gelencia Carter, Purchasing Manager

SUBJECT: Bid No. 2016-029 ~ Inlet Linear Park Light Fixtures
Second Chance Offer

DATE: October 27, 2016

Attached is the Second Chance tabulation sheet for the above referenced bid and a copy of each bid submitted. As per Section II, Special Terms and Conditions, Local Vendor Preference of the subject bid documents, Second Chance Offer will be offered to the lowest bidder if non-local and the lowest local bidder within 5% of the non-local bidder, see attached the original bid tabulation.

The Second Chance Offer bids were received on **Friday, October 21, 2016**, and a recommendation for award should be made with the new bid prices.

Please respond to the Purchasing Department for recommendation of award.

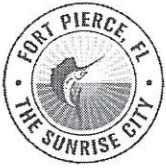
Expiration date is December 20, 2016. Commission approval must be completed by this date.

/gc

Attachments

cc: JT McDermott, Facilities Maintenance Division Manager

PLEASE ACCEPT THIS BID.



CITY OF FORT PIERCE

"SECOND CHANCE" TABULATION OF BIDS

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

BID ON:	Inlet Linear Park Light Fixtures
BID NUMBER:	2016-029
BID DUE DATE:	10/21/16 @ 3:00 PM
RECOMMENDED AWARD:	Pending

Vendor	Unit Price	Total
Graybar Electric Ft Pierce, FL	\$1,354.00	\$48,744.00
Mayer Electric Supply, Inc. Tampa, FL	\$1,375.00	\$49,500.00

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

**CITY OF FORT PIERCE
TABULATION OF BIDS**

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

BID ON:	Inlet Linear Park Light Fixtures
BID NUMBER:	2016-029
DATE:	08/23/16 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 18= 16.66 %
0 "No Bids"
Total = 16.66 %

Vendor	Unit Price	Total
Mayer Electric Supply, Inc. Tampa, FL	\$1,405.00	\$50,580.00
TI Electric USA Inc. West Palm Beach, FL	\$1424.86	\$51,294.96
Graybar Electric Ft Pierce, FL	\$1425.00	\$51,300.00

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

City Commission Regular Meeting

Agenda Item # 10. b.

Meeting Date: 11/21/2016

Re: Allegany Franciscan Ministries Grant: Traffic Message Boards

Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

SUBJECT:

Approve the purchase of two (2) Traffic Message Boards from the Gately Communication Company not to exceed \$34,202.72.

SUMMARY:

The Police Department requests approval to purchase two (2) Traffic Message Boards, which will be used as tools to enhance education and safety. The message boards will be positioned in areas of our community to assist in reducing non-violent crimes such as burglaries, auto burglaries, and auto thefts. In many instances, these crimes are precursors to more serious criminal activity. These message boards will also be used to promote crime prevention tips, job fairs, and community events.

RECOMMENDATION:

The Police Department recommends approval of this request.

ALTERNATIVES:

The alternative is to deny this purchase request.

RESPONSIBLE STAFF:

Frank J. Amandro, Deputy Chief

COORDINATED WITH:

John Schramm, Sergeant

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 00160005136410
Amount: \$34,202.72

FISCAL IMPACT:

The funding for this purchase is coming from the Allegany Franciscan Ministries Grant, Project Code: AMF16.
The coding for the purchase should be 001-6000-513-64-10 with the above project code.

Attachments

Message Boards

Form Review

Inbox

Purchasing

Finance Department

City Manager

Form Started By: Frank Amandro

Final Approval Date: 11/16/2016

Reviewed By

Tony Barnes

Karen Logue

Nick Mimms

Date

11/15/2016 09:11 AM

11/15/2016 05:49 PM

11/16/2016 03:38 PM

Started On: 11/10/2016 03:59 PM

**REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT**

11/10/16

DATE: 11/9/2016

VENDOR:
Gately Communication Co.
501 Industry Drive
Hampton, VA 23661
800-335-5431
fax 757-825-5631
Salesman: Larry Gately (757) 897-3662

Department/Division Support Services Bureau	
Grant Code: AFM16	Account Number 101.3005.521.6410
Com. Code: Needed For Grant/Crime Prevention	

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
11/09/16			60 days		

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
2	ea	MC360 4x8 w/Solar, Traffic Statistics	821-1100-00	\$16,376.36	\$32,752.72
2	ea	wheel lock and Tongue Jack	COM	\$0.00	\$0.00
					\$0.00
1	ea	Shipping and Handling		\$1,450.00	\$1,450.00
		Indicate on PO / Ship to: Fort Pierce City Garage			\$0.00
		52 Savannah Road			\$0.00
		Fort Pierce, FL 34950			\$0.00
					\$0.00
		GSA Advantage Contract# GS-07F-148DA			\$0.00
		Contract Period : 8/1/2016-7/31/21			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total	\$34,202.72

REMARKS:
Grant Purchase
Allegany Franciscan Ministries Grant
Grant Code:AFM16
Pricing per GSA Advantage Contract
#GS-07F-148DA

Requested By: *Sgt. [Signature]* ^{311/4213} 11/10/16

Approved By: *[Signature]*
Approved Date: 11/10/16

SALES QUOTE

Gately Communication Co.

GSA#GS07F148DA Exp 07-31-21
 DUNS# 02-375-550-7 , Cage 2Z326
 501 Industry Dr. Hampton,, VA 23661
 Phone: 800-335-5431
 FAX: 757-825-5631

Page: 1
 Sales Quote Number: SQUGSA-3044
 Sales Quote Date: 11/08/16

Sell
 To: Ft. Pierce Police Department
 Sgt. John Schramm
 Administrative Services Div.
 920 South U.S. Highway #1
 Ft. Pierce, Florida 34954

Ship
 To: Ft. Pierce Police Department
 Sgt. John Schramm
 Administrative Services Div.
 920 South U.S. Highway #1
 Ft. Pierce, Florida 34954

Customer ID GATE001

Ship Via

Terms SalesPerson Larry Gately

Item No.	Description	Unit	Quantity	Unit Price	Total Price
821-1100-00	MC360 4x8 w/Solar, Traffic Statistics, Cnt#GS07F148DA	each	2	16,376.36	32,752.72
COM	Wheel Lock and Tongue Jack	each			
SHIPPING	Shipping & Handling	each	1	1,450.00	1,450.00
CO-OP	GSA Cooperative purchasing	each			
DEL60	Delivery Ships in 60 Days ARO	each			

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	34,202.72
0.00	34,202.72	Invoice Discount:	0.00
		Sales Tax:	0.00

TERMS: Net 30 (with approved application)

Cancelled orders are subject to 25% restocking charge.

Quotes are valid for 60 days from quote date.

Total: 34,202.72

Gately Communication Co. is an EEO Affirmative Action Employer and abides by the language referenced below.

This contractor and all covered subcontractors shall abide by the requirements of 41 CFR Section 60-1.4(a)(7), 60-250.4 as amended (41 CFR 61-300) and 60-741.4, if applicable, 29 C.F.R. Part 471, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans, qualified individuals with disabilities and all individuals without regard to race, color, religion, sex, or national origin.

**General Services Administration
Federal Supply Service**

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order are available through GSA Advantage, a menu-driven database system. The Internet address for GSA Advantage is <http://www.gsaadvantage.gov>.

SCHEDULE NUMBER: 84

SCHEDULE NAME: Total Solutions for Law Enforcement, Security, Facility Management, Fire, Rescue, Special Purpose Clothing, Marine Craft & Emergency/Disaster Response.

CONTRACT NUMBER: GS-07F-148DA

CONTRACT PERIOD: 08/01/2016 through 07/31/2021

CONTRACTOR:

Gately Communication Company
501 Industry Drive
Hampton, VA, 23664
Ph: 800-335-5431
Ph: 757-826-8210
Fax: 757-826-7213
Email: gsa@gately.com
Website: www.gately.com

BUSINESS SIZE: Small Business Concern

Gately Communication Company
Federal Supply Schedule: GS-07F-148DA
08/01/2016

1a. **Awarded Special Item Numbers:**

426-4Q- Vehicle Monitor/Tracking Systems
426-4S – Surveillance Systems

1b. **Lowest Priced Item each SIN:**

426-4Q- 015-8889-00 \$ 5.92
426-4S- 820-0422-00 \$ 1.47

2. **Maximum Order Guideline:** SIN 426-4Q and 426-4S - \$200,000.00 per SIN;

This maximum order is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: 1) Offer a new lower price, 2) Offer the lowest price available under the contract, or 3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order.

3. **Minimum Order Limitation:**

SIN# 426-4Q \$ 50.00
SIN# 426-4S \$ 50.00

4. **Geographic Coverage:** Worldwide

5. **Points of Production:** Plano, TX.

6. **Basic Discount:** Prices shown are Government net. (Discounts already deducted).

7. **Quantity Discount:**

SIN# 426-4Q – 1.5% on 6+ units of the same model
SIN# 426-4S – 1.0% on 6+ units of the same model

8. **Prompt Payment Terms:** Net 30

9a. **Government Purchase Cards:** are accepted at or below micro-purchase threshold.

9b. **Government Purchase Cards:** are accepted at or above micro-purchase threshold.

10. **Foreign Items:** Model 823-0011-00 Australia
 Model 200-0950-00 Korea

Gately Communication Company
Federal Supply Schedule: GS-07F-148DA
08/01/2016

11.a Delivery Time:

SIN:

426-4Q Ships 45 Days ARO, All mobile and handheld products.

**426-4Q Ships 60 Days ARO, All Speed Awareness and Message centers.
SAM Speed Awareness Trailer
SAM-R Speed Awareness Trailer
MC360 Variable Message Center Trailer**

426-4S Ships 45 Days ARO, All CopTrax products.

**11b. Expedited Delivery: Contact Contractor for availability and costing.
Call 1-800-335-5431**

**11c. Overnight/2-Day Delivery: Contact Contractor for availability and costing.
Call 1-800-335-5431**

**11d. Urgent Requirements: Contact Contractor for availability and costing.
Call 1-800-335-5431**

12. FOB Point: Plano and Garland, TX

- **SIN # 426-4Q**
 - **Handheld radar and Lidar systems, Mobile radar systems and Accessories and Options,**
 - **CONUS, FOB Destination, Allowed 48 Lower Contiguous United States.**
 - **Alaska, Hawaii and Puerto Rico, FOB Origin.**
 - **OCONUS, shipping is FOB Origin**

 - **Speed Awareness Trailers and fixed Monitoring systems,**
 - **CONUS, FOB Origin.**
 - **OCONUS, FOB Origin**

- **SIN # 426-4S**
 - **Law Enforcement Video systems,**
 - **CONUS, FOB Destination, Allowed 48 Lower Contiguous United States.**
 - **Alaska, Hawaii and Puerto Rico, FOB Origin.**
 - **OCONUS, shipping is FOB Origin**

**13a. Ordering Address: Gately Communication Company
501 Industry Drive, Hampton, VA, 23664
Ph: 800-335-5431, Ph: 757-826-8210
Fax: 757-825-5631
Email: gsa@gately.com**

Gately Communication Company
Federal Supply Schedule: GS-07F-148DA
08/01/2016

- 13b. **Ordering Procedures:** For supplies, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage www.fss.gsa.gov/schedules.
14. **Payment Address:** Gately Communication Company
PO Box 9188
Hampton, VA 23670
15. **Warranty Provisions:** Standard Commercial Warranty/Varies by Product
16. **Export Packing Charges if Applicable:** Contact Contractor for availability and costing.
17. **Terms and conditions of Government Purchase Card Acceptance:**
None. Government purchase cards accepted in full.
18. **Terms and conditions of Government Purchase Card Acceptance (Any Thresholds above the Micro-Purchase Level):**
None. Government purchase cards accepted in full.
19. **Terms and conditions of Installations (if applicable):** See specific contract item.
20. **Terms and conditions of Repair Parts:** N/A
21. **List of Service and Distribution Points (if applicable):** Contact contractor
22. **List of participating Dealers:** N/A
23. **Preventative Maintenance:** N/A
- 24a. **Environmental attributes, E.G., recycled content, energy efficiency, and/or reduced:**
Yes, see section 508 compliance.
- 24b. **Section 508 compliance for EIT:** N/A Contact Contractor for Data as/when required.
25. **Data Universal Number System (DUNS) Number:** 023755507
26. **Notification regarding registration in (CCR) Central Contractor Registration Database:**
Gately Communication Co., Inc. is registered in the SAM (System for Award Management) database. (formerly the CCR database)

John Schramm

From: Lawrence Gately [LGately@gately.com]
Sent: Wednesday, November 09, 2016 10:16 AM
To: John Schramm
Subject: GSA T's & C's SIP.pdf
Attachments: GSA T's & C's SIP.pdf; ATT00001.txt

John,

Attached are the T&C's for our GSA contract. In the original email I included a full line catalogue that is the approved GSA price list. Please let me know if you need any additional information or have any questions.

Regards,
Larry



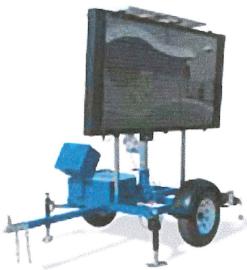
Message Center 360 | Mast-mount variable message signs

Now, 2 models to choose from:

■ 3' x 6' display panel - **NEW**

■ 4' x 8' display panel

Stalker's Message Center 360 features innovative rotating mast mount design for easier travel, setup and positioning, along with a host of features and options.



NEW!
Smaller
3' x 6' display
option!



■ Highly efficient travel configuration

■ 300+ memorized, customized, user-programmable messages

■ Full matrix, amber LED characters - legible at up to 850 ft.

■ (4) Deep-Cycle batteries - provide a longer time between charges and up to 21 days of operation

■ Optional Traffic Data Statistics Package



■ Optional top-mount solar panels for increased autonomy

■ **NEW** - Optional on-board modem provides web-based 4G remote access for real-time message updating, battery voltage monitoring, and alerts.



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Message Center 360

Full Matrix LED Display

Energy-efficient LED display provides legibility at up to 850 feet for greater motorist compliance and safety, and a 10-year average operational life to reduce maintenance time and expense.

On-Board Dedicated Computer

A NTCIP compliant, 365-day calendar is controlled by a dedicated on-board computer. A full-size, onboard keyboard expedites setup with secure password protection. Plus, 250 text, 60 graphic, and 20 arrow board display messages can be preprogrammed and stored in the controller. Additionally, 100 user-created messages can be programmed and stored.



Deep-Cycle Batteries

(4) 6-volt deep-cycle batteries provide up to 21 days of continuous operation yielding longer operational time between battery charges.



Graffiti-Resistant Powdercoat

The trailers are powder coated with a heavy zinc primer for improved resistance to graffiti and the elements, while its all-steel construction provides a sturdy platform and reduces damage sustained in the field.

4 Stabilizing / Leveling Jacks

Leveling jacks with slide-out extensions provide enhanced stability and fold up and away for travel.

OPTIONS

Solar Panels

Top-mounted solar panels recharge a day's worth of battery use with only 4 hours of bright sunlight allowing for nearly "infinite" field operation.



Integrated Traffic Statistics

When added to the MC360, the statistical package gathers valuable traffic data for improved grant writing support and verification of the sign's impact on traffic speeds.



NEW - Web-Based 4G Remote Access

Real-time message updating and control is now available on all Stalker Message Center 360 trailers. The system is smart phone and tablet compatible and also provides battery voltage monitoring and alerts.



Automated License Plate Recognition

The MC360 trailers may be outfitted in an ALPR-ready configuration.

Electric Winch

An electric winch is available to raise and lower the display panel with the push of a button.

Specifications:

Width	68" (1.3m)
Length	107" (2.72m) with tongue 55" (1.4m) without tongue
Weight	850 lbs. (385.5kg)
Tongue weight	75 lbs. (34kg)
Main Frame	11 ga. formed steel tubing - 2" x 3" x .120
Lift Mechanism	1,500 lb. anti-reversing lift system
Lamp	30° amber LED
Legibility	up to 850 ft. (260 m)
Illumination	Active LED (4 per pixel)
Energy Source	
Battery Bank	(4) 6-volt deep-cycle batteries
Autonomy	21 days @ 78°F (25°C)
AC Charger	On-board 45 amp 3-stage charger
Solar	140 watt solar panel array
Recovery Rate	4 hours of sun per 1 day power requirement

Radar - Stalker Stationary Speed Sensor II - 24.125 GHz

Detection Distance	Up to 1,200' (365 m)
Beam Width	30° x 32°

	4' x 8' Model	3' x 6' Model
Height	(raised) - 134" (3.4 m) (travel) - 102" (2.6 m)	(raised) - 131" (3.3 m) (travel) - 99" (2.5 m)
Sign Display		
Height	48" (1.22m)	44" (.91 m)
Width	96" (2.43m)	77" (1.83 m)
Viewing Area	44" x 84" (1.11 m x 2.13 m)	36" x 63" (.91 m x 1.6 m)
Character Height	12" (30 cm) / 18" (46 cm) (up to 4 lines)	9" (22.86 cm) - 37" (93.98 cm) (up to 4 lines)
Full Matrix Pixels	25 rows / 48 columns	28 rows / 48 columns

Accessories:

- Spare Tire
- Coupler lock
- Wheel lock
- Wheel jack



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applied concepts, inc.
2609 Technology Drive ■ Plano, Texas 75074
972.398.3780 ■ Fax 972.398.3781



006-0484-00 Rev D

800-STALKER



Stalker Traffic Analyst | Powerful Traffic Data Tool

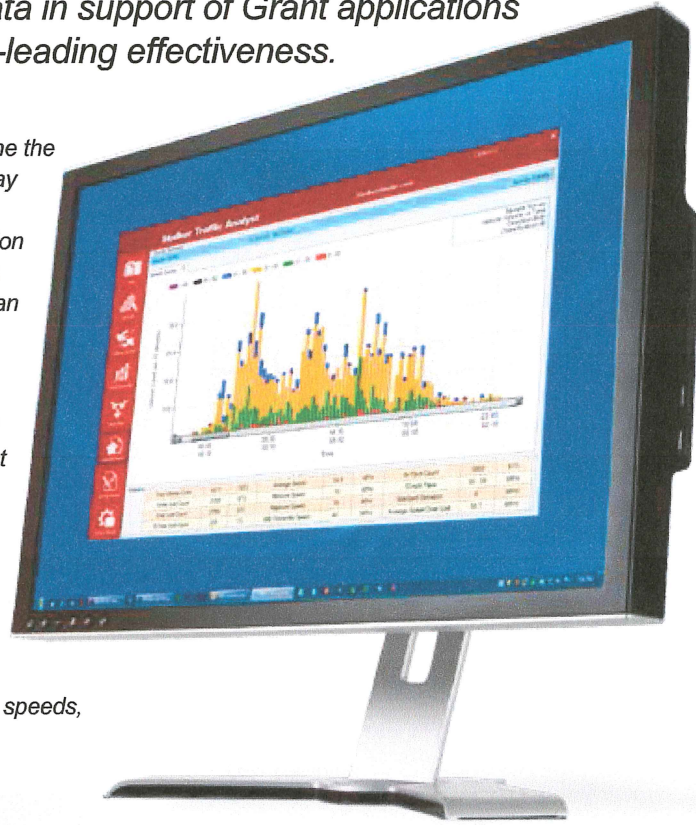
Making traffic statistics work for you.

Collect and analyze valuable traffic data in support of Grant applications and community policing, with industry-leading effectiveness.

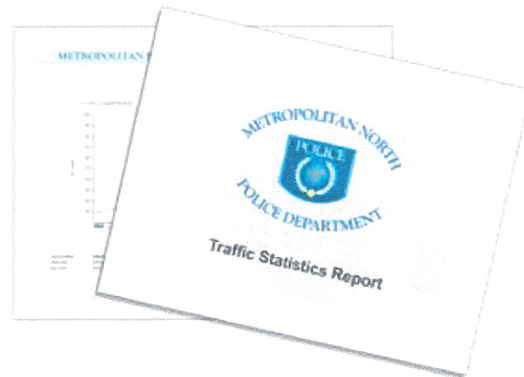
The very first section in most Grant applications is to define the need. In instances where traffic speed, volume, or roadway considerations are concerned - whether for adjusting a speed limit, purchasing a speed/message sign, or allocation of department resources - properly assembled traffic data can make all of the difference between winning or losing an application. Powerful traffic statistic tools are critical.

The new Stalker Traffic Analyst is that tool. Updated analysis control allows you to take raw data and display it by count vs time, count vs speed, and 85th percentile, just to name a few. Data can be split, graphed, filtered, and then rendered in a color report designed with Agency branding and support information.

Beginning with the setup, the actual sensor can be configured. Then, the intuitive survey management tools walk the user through calendar setup, location details, speed and time resolutions, vehicle classification, speeds, distances, and more.



- Intuitive Survey and Calendar setup
- Visual analysis controlled by floating palettes
- Compare and toggle between multiple reports
- Combine analysis screens onto common report
- Group file operations into project folder
- Powerful, user-defined report generation
- Built-in sensor configuration and setup



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Stalker Traffic Analyst

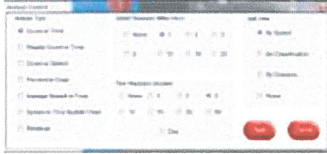
Analysis

The analysis window is the visual heart of the program. Survey details may be added such as Google Map/satellite views, description notes, and analysis notes.

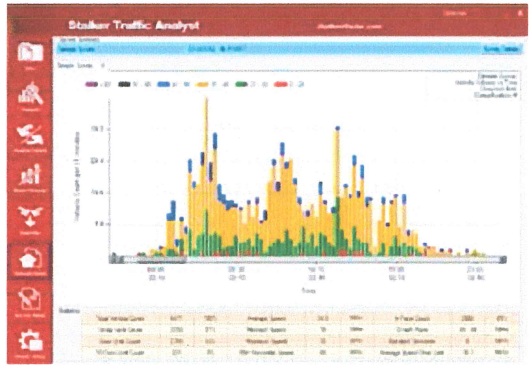
Analysis Control

The Analysis Control is a floating palette where the analysis type is determined and then applied to the analysis window.

- Count vs Time
- Weekly Count vs Time
- Count vs Speed
- Percentile Chart
- Average Speed vs Time
- Speed vs Time Bubble Chart
- Revenue



Floating palettes



Analysis Window

Station	Date	Count	Speed	Time	Revenue	Total
STATION 1001	10/15/16	10	25	10	10	10
STATION 1002	10/15/16	15	30	15	15	15
STATION 1003	10/15/16	20	35	20	20	20

Tabular Data

Graph Control

The Graph Controls palette provides additional options such as X/Y grid detail, data values, display type (graph or tabular) and graph type:

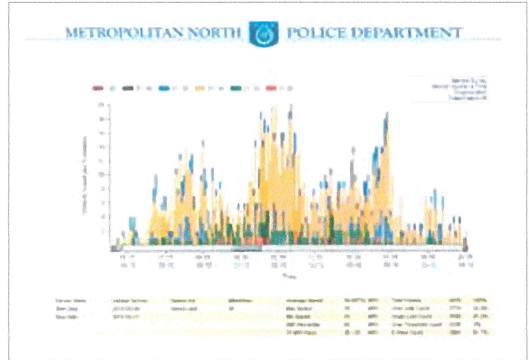
- Point
- Lines
- Columns
- Stacked
- Area

Data Filtering

Filter the data by more selective parameters such speed, dates, times, vehicle classification and traffic direction, all on a separate floating palette.

Report Generation

Simple setup allows for custom design of your reports with Agency information, branding, photos, and other supporting details for printing and distribution.



Sample Report

Survey Setup

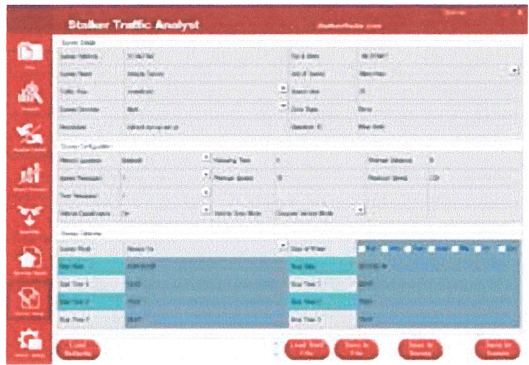
The configuration of the data is the heart of the survey. An intuitive setup window steps you through all of the necessary data to be included:

- Location details
- Survey configuration
- Speed/time resolutions, vehicle classifications, speeds, distances
- Calendar setup
- Modes, days of the week, start/stop times

Sensor Setup

Configuration of the sensor itself is simple and effective. Communication between the Traffic Analyst program and the Stalker Traffic Statistics sensor is automatic and provides control over the major functions:

- Survey Download
- Real Time Recording
- Sensor Configuration
- Sensor Clock Setup



Sensor Setup

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Power to Enforce.

applied concepts, inc.
 2609 Technology Drive ■ Plano, Texas 75074
 972.398.3780 ■ Fax 972.398.3781

006-0593-00 Rev A



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800-STALKER

City Commission Regular Meeting

Agenda Item # 10. c.

Meeting Date: 11/21/2016

Re: FPPD request for approval to purchase surveillance cameras

Submitted For: Diane Hobleby-Burney, Chief of Police, Police Department

SUBJECT:

Approve the purchase of surveillance cameras from Tactical Video in the amount not to exceed \$199,955.00.

SUMMARY:

The Police Department is increasingly looking for ways to use technology in order to increase efficiency and transparency in the performance of our duties. One way that the Police Department can effectively utilize technology is security surveillance camera systems. Therefore, the Police Department is requesting to purchase a total of fifteen (15) security surveillance camera systems. These systems will consist of both stationary and portable units. These camera systems will be utilized overtly and covertly, which will serve multiple purposes including to enhance public safety, the deterrence of crime, aid in the rapid response to disturbances, as investigative tool to solve crime, and use as a transparency resource to resolve complaints.

RECOMMENDATION:

The Police Department recommends approval of this request.

ALTERNATIVES:

The alternative is to deny this request.

RESPONSIBLE STAFF:

Kenny Norris, Deputy Chief

COORDINATED WITH:

Anthony Maynard, Grant Coordinator, James Gagliano, Sergeant, and James Grecco, Sergeant

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 001.6000.513.6410
Amount: 199,995
FISCAL IMPACT:

The funding for this purchase will require the use of \$71,000 from the Allegany Franciscan grant, and \$128,995 from the City of Fort Pierce matching funds that were required by the grant contract.

GL code should be 001-6000-513-64-10- all purchase should have project code: AFM16.

Attachments

Allegany 2016\FPPD Camera Purchase.pdf

Form Review

Inbox	Reviewed By	Date
Finance Department	Linda Cox	11/15/2016 02:41 PM
Purchasing	Tony Barnes	11/16/2016 09:37 AM
Finance Department	Karen Logue	11/16/2016 10:10 AM
City Manager	Nick Mimms	11/16/2016 04:44 PM
Form Started By: Anthony Maynard		Started On: 11/08/2016 04:11 PM
Final Approval Date: 11/16/2016		

**REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT**

DATE: 11/3/2016

VENDOR:
TacticalVideo
1807 S Washington Street
Naperville, IL 60565
630.445.1209
Vendor # - 202830
Sales@TacticalVIDEO.com

Department/Division ALL
Account Number 101.3005.521.6410
Needed For Allegany Grant

Project Code AFM16

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
					\$0.00
9	ea	Matrix Surveillance System Covert Pole Camera		\$10,566.10	\$95,094.90
		Axis Q6115-E PTZ camera 1080p w/ 30x zoom			
		Verizon cell LTE 4G 3G router			
		High power POE switch			
		256gb DVR memory			
		ExacqVision DVR software			
		External DC power port			
		External AC power port			
		12vdc power conversion unit			
		Masterkey remote power management			
		Equipment enclosure			
1	ea	Covert pedestal camera		\$10,994.10	\$10,994.10
1	ea	Volume discount		-\$8,487.12	-\$8,487.12
1	ea	Shipping standard ground		\$2,377.77	\$2,377.77
		Total			\$99,979.25

REMARKS:

Attention- Jeff Gibson

- * Sole Source Justification Attached.
- * GRANT PURCHASE - Grant Title: Allegany - Restoring the...
- * Grant Project Code - AFM16

Contact Information:

Anthony Maynard, Grant Coordinator
772.467.6812
772.461.2005- Fax
amaynard@fppd.org

Requested By: Sgt. James Gagliano

Approved By: 

Approved Date: 11-8-16



Tactical VIDEO

Quotation

Client Information	Shipper Information
Fort Pierce PD Covert Pole Cameras	Tactical Video Inc. 1807 S. Washington Street Suite 110.319 Naperville, IL 60565 Phone: 630.445.1209 Fax: 630.839.0005 Sales@TacticalVIDEO.com

Date	Quote #	Exp Date	Terms	Contact
Jun 27, 2016	TVI06272016-13	Jul 27, 2016	At Receipt of Invoice	Jeff Gibson

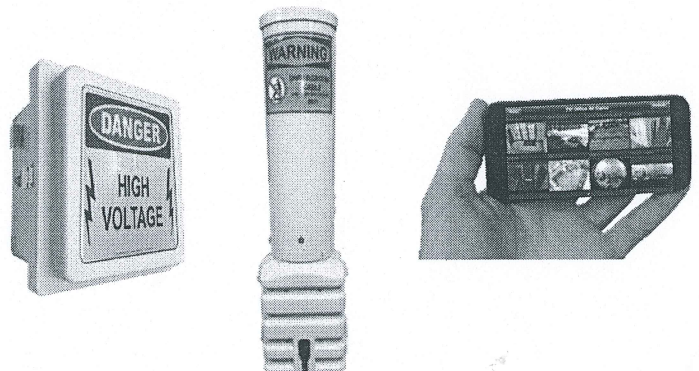
Item #	Description	Quantity	Unit Cost	Total
1	Matrix Surveillance System - Covert Pole Camera	9	\$ 10,566.10	\$ 95,094.90
	Axis Q6115-E PTZ Camera 1080p w/30x zoom	1		
	Verizon Cellular LTE/xLTE 4G/3G Router (Cellular service activation req)	1		
	High Power POE Switch	1		
	256GB DVR Memory	1		
	ExacqVision Edge DVR Software	1		
	External DC Power Port	1		
	External AC Power Port	1		
	12vdc Power Conversion Unit	1		
	MasterKEY Remote Power Management (Cellular service activation req)	1		
	Equipment Enclosure	1		
3	Covert Pedestal Camera	1	\$ 10,994.10	\$ 10,994.10
4	Volume Discount	8%		\$ (8,487.12)
5	Shipping - Standard Ground	1		\$ 2,377.37
			Total	\$ 99,979.25

OPTIONS				

Notes

The purchase of products and/or services from Tactical Video are subject to the standard terms and conditions located at the following URL: <http://www.tacticalvideo.com/pdf/terms.pdf>. By accepting this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions. All software renewals require prepayment. Hardware/Software orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing. All Labor figures are estimates and only actual hours will be billed unless otherwise noted.

Pole camera covert design and graphics may be customized.



Fort Pierce Police Department

"In Honor We Serve"

Diane Hoble-Burney, Chief of Police

Sole Source Justification



Approval No. _____

By: _____

Vendor Name and Address: Tactical Video
1807 S Washington Street
Naperville IL, 60565

Commodity: (General Description): Covert Pole Cameras

Please check entry below that applies to the proposed purchase. Attach additional data or support documentation as instructed below.

Sole Source Justification:

1. Parts / equipment can only be obtained from original manufacturer – not available through distributors.
2. Only area distributors of the original manufacturer.
3. Proprietary item / service
4. Parts / equipment not interchangeable with similar parts of another manufacturer (compatibility).
5. This is the only known item / source that will meet the specialized needs of this department or perform the intended function (explain below).
6. Parts / equipment are required from this vendor to standardization (explain below).
7. Other. Explanation is furnished below.

Comments / Explanation:

See the sole source justification memo from the vendor. We are also using one unit from this company as a Demo unit. These units work with our existing servers and cell services.

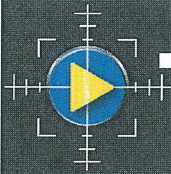
On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchases as a sole source commodity.

Signed: SO Diane Hoble-Burney 7010

Requisitioner

Department Head

Purchasing Department



Tactical VIDEO

Sole Source Wireless Surveillance

To whom it may concern:

Please accept this letter for the sole source description of the Wireless Surveillance System - All In One Camera (WSSAOC) solution. The below capabilities and inclusions make this offering a unique market place offering that is not available from any other source.

- Tactical Video is the sole designer, manufacturer and reselling agent for the WSSCPC video system employing the Matrix Portable Operations Communications System (MPOCS).
- Tactical Video provides unique covert enclosures and the WSSAOC is completely turnkey based on Tactical Video's unique capabilities.
- The MPOCS is optimized to reduce data traffic on the Verizon cellular network and fit within Verizon's typical M2M data plans.
- The WSSAOC is a portable system that can be rapidly moved from location to location and accessed through the Verizon cellular network.
- WSSCPC employs remote control start/restart capabilities that allows agents to deploy the surveillance system and later remotely start the system from a cell phone interface. The agent can remotely power up or down the surveillance cameras to perform maintenance without entering the target area to make camera changes.

Jeff Gibson
President
Tactical Video

Jeff Gibson

Complete Specification Description:

Matrix All-In-1 Surveillance System
Axis Q6045 PTZ Camera 1080p w/32x zoom
Axis Q6115-E PTZ Camera 1080p w/30x zoom
Axis F44 Pinhole Control Unit w/4 1080p cameras
Axis Q1635 1080p Fixed Lens Low Light Camera
Matrix RDC Enclosure
Verizon Cellular LTE 4G/3G Router
High Power POE Switches
ExacqVision Professional Software
External Camera/Equipment Port
Multi-Port Ethernet Switch
External 12vdc Power Port
External Cellular Antenna Port
Verizon External Antenna
12vdc Power/Charger Unit
MasterKEY Remote Power Management

Matrix Covert Pole Camera
Verizon Cellular LTE 4G/3G Router
High Power POE Switch
ExacqVision Professional Software
External Camera/Equipment Port
Multi-Port Ethernet Switch
External 12vdc Power Port
12vdc Power/Charger Unit
MasterKEY Remote Power Management

jeff@TacticalVideo.com

D. 630.445.1209

F. 630.839.0005

**REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT**

DATE: 11/3/2016

VENDOR:
TacticalVideo
1807 S Washington Street
Naperville, IL 60565
630.445.1209
Vendor # - 202830
Sales@TacticalVIDEO.com

Department/Division ALL
Account Number 101.3005.521.6410
Needed For Allegany Grant

Project Code AFM16

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
6	ea	Matrix Pro Control Unit		\$ 8,351.00	\$50,106.00
		Verizon cell LTE 4G 3G router			
		External camera equipment port			
		External 12 VDC power port			
		External cell antenna port			
		Verizon external antenna			
		ExacqVision DVR software			
1	ea	Matrix RDC Enclosure		\$ 1,250.00	\$1,250.00
1	ea	Covert Iphone overhear device		\$9,849.00	\$9,849.00
5	ea	Axis F1015 sensor unit 12M		\$299.00	\$1,495.00
5	ea	Axis F44 main unit		\$1,149.00	\$5,745.00
5	ea	Axis F1005-E sensor unit 12M		\$269.00	\$1,345.00
5	ea	Axis F1025 sensor unit 12M		\$269.00	\$1,345.00
5	ea	Axis F1035-E sensor unit 12M		\$ 269.00	\$1,345.00
5	ea	Axis Q1635 2mp fixed low light camera		\$ 1,449.00	\$7,245.00
1	ea	Axis Q6045 mkII PTZ camera 32x zoom		\$3,649.00	\$3,649.00
5	ea	Axis Q6115-E PTZ camera 30 x zoom		\$2,999.00	\$14,995.00
				Total	\$99,975.75

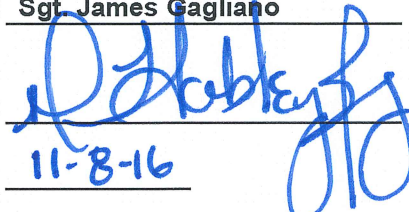
REMARKS:

Attention- Jeff Gibson

- * Sole Source Justification Attached.
- * GRANT PURCHASE - Grant Title: Allegany - Restoring the...
- * Grant Project Code - AFM16

Contact Information:

Anthony Maynard, Grant Coordinator
772.467.6812
772.461.2005- Fax
amaynard@fppd.org

Requested By: Sgt. James Gagliano
Approved By: 
Approved Date: 11-8-16

TacticalVIDEO

Quotation

Client Information	Shipper Information
Fort Pierce Police Department Multi-Mission Rapidly Deployable Video Surveillance System	Tactical Video Inc. 1807 S. Washington Street Suite 110.319 Naperville, IL 60565 Phone: 630.445.1209 Fax: 630.839.0005 Sales@TacticalVIDEO.com

Date	Quote #	Exp Date	Terms	Contact
06/23/2016	TVI06232016-14	07/23/2016	At Receipt of Invoice	Jeff Gibson

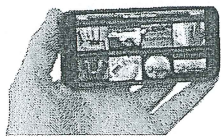
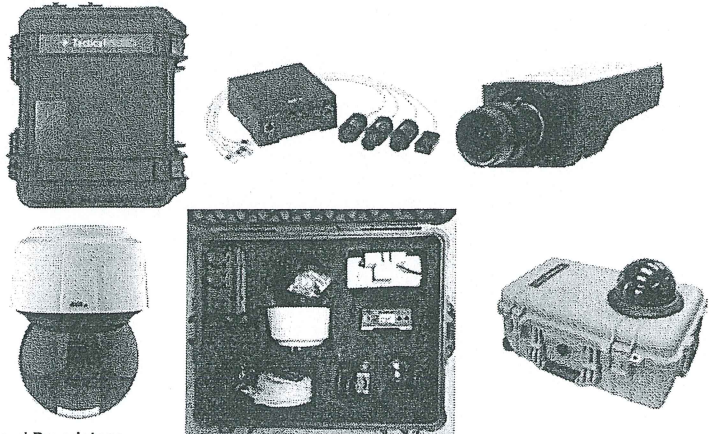
Item #	Description	Quantity	Unit Cost	Total
Matrix Surveillance System Quotation				
1	Matrix Pro Control Unit	6	\$ 8,351.00	\$ 50,106.00
	Verizon Cellular LTE/xLTE 4G/3G Router (Cellular Service Required Separately)	1		
	External Camera/Equipment Port (POE+)	2		
	External 12vdc Power Port	1		
	External Cellular Antenna Port	2		
	Verizon External Antenna	2		
	110/220vac to 12vdc Power Unit	1		
	MasterKEY Remote Power Management (Cellular Service Required Separately)	1		
	Rugged Equipment Enclosure	1		
Matrix Cameras (incl. Exacq DVR Software & Local DVR Memory)				
2	Axis F44 Main Unit	5	\$1,149	\$ 5,745.00
3	Axis F1005-E Sensor Unit 12M	5	\$269	\$ 1,345.00
4	Axis F1015 Sensor Unit 12M	5	\$299	\$ 1,495.00
5	Axis F1025 Sensor Unit 12M	5	\$269	\$ 1,345.00
6	Axis F1035-E Sensor Unit 12M	5	\$269	\$ 1,345.00
7	Axis Q1635 2mp Fixed Low Light Camera	5	\$1,449	\$ 7,245.00
8	Axis Q6045 MkII 2mp PTZ Camera w/32x Optical Zoom	1	\$3,649	\$ 3,649.00
9	Axis Q6115-E 2mp PTZ Camera w/30x Optical Zoom	5	\$2,999	\$ 14,995.00
10	Matrix RDC Enclosure (Uses a Matrix Pro Internally)	1	\$ 1,250.00	\$ 1,250.00
11	Covert iPhone Overhear Device	1	\$ 9,849.00	\$ 9,849.00
12	Shipping - Standard Ground	1		\$ 1,606.75
			Total	\$ 99,975.75

OPTIONS				

Notes

The purchase of products and/or services from Tactical Video are subject to the standard terms and conditions located at the following URL: <http://www.tacticalvideo.com/pdf/terms.pdf>. By accepting this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions. All software renewals require prepayment. Hardware/Software orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing. All Labor figures are estimates and only actual hours will be billed unless otherwise noted.

Picture shows the Axis F41 but the quotation contains the Axis F44.

Fort Pierce Police Department

"In Honor We Serve"

Diane Hobley-Burney, Chief of Police

Sole Source Justification



Approval No. _____

By: _____

Vendor Name and Address: Tactical Video
1807 S Washington Street
Naperville IL, 60565

Commodity: (General Description): Portable surveillance cameras

Please check entry below that applies to the proposed purchase. Attach additional data or support documentation as instructed below.

Sole Source Justification:

1. Parts / equipment can only be obtained from original manufacturer – not available through distributors.
2. Only area distributors of the original manufacturer.
3. Proprietary item / service
4. Parts / equipment not interchangeable with similar parts of another manufacturer (compatibility).
5. This is the only known item / source that will meet the specialized needs of this department or perform the intended function (explain below).
6. Parts / equipment are required from this vendor to standardization (explain below).
7. Other. Explanation is furnished below.

Comments / Explanation:

These are all inclusive systems that we are currently using one as a demo unit. The units are built to our specifications. See attached memo from the company.

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchases as a sole source commodity.

Signed: _____

[Handwritten signature]

Requisitioner

[Handwritten signature]

Department Head

Purchasing Department




Sole Source
Wireless Surveillance

To whom it may concern:

Please accept this letter for the sole source description of the Wireless Surveillance System - Covert Pole Camera (WSSCPC) solution. The below capabilities and inclusions make this offering a unique market place offering that is not available from any other source.

- Tactical Video is the sole designer, manufacturer and reselling agent for the WSSCPC video system employing the Matrix Portable Operations Communications System (MPOCS).
- Tactical Video provides unique covert enclosures and the WSSCPC is completely turnkey based on Tactical Video's unique capabilities.
- The MPOCS is optimized to reduce data traffic on the Verizon cellular network and fit within Verizon's typical M2M data plans.
- The WSSCPC is a portable system that can be rapidly moved from location to location and accessed through the Verizon cellular network.
- Tactical Video's camera isolation equipment that encrypts the video with AES256 bit encryption that is sent from the camera to the end user watching video.
- WSSCPC employs remote control start/restart capabilities that allows agents to deploy the surveillance system and later remotely start the system from a cell phone interface. The agent can remotely power up or down the surveillance cameras to perform maintenance without entering the target area to make camera changes.
- WSSCPC has been custom created to the exact specifications of the Fort Pierce Police Department. The unit has the capabilities for cellular and wireless transmission of both video and audio using a variety of cameras for unique covert mission deployments.

Jeff Gibson
President

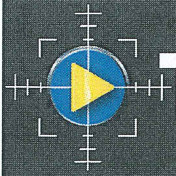


Jeff Gibson

Complete Specification Description:

Matrix Surveillance System - Covert Pole Camera
Axis Q6114-E PTZ Camera 720p w/30x zoom
Verizon Cellular LTE/xLTE 4G/3G Router
High Power POE Switch
Camera Recording to Local 256GB Memory Card
ExacqVision DVR Edge Recording License
External Camera Port
External 12vdc Power Port
External 110/220 vac Power Port
110/220vac to 12vdc Power Unit
MasterKEY Remote Power Management
Equipment Enclosure

jeff@TacticalVideo.com



To whom it may concern:

Please accept this letter for the sole source description of the Wireless Surveillance System - All In One Camera (WSSAOC) solution. The below capabilities and inclusions make this offering a unique market place offering that is not available from any other source.

- Tactical Video is the sole designer, manufacturer and reselling agent for the WSSCPC video system employing the Matrix Portable Operations Communications System (MPOCS).
- Tactical Video provides unique covert enclosures and the WSSAOC is completely turnkey based on Tactical Video's unique capabilities.
- The MPOCS is optimized to reduce data traffic on the Verizon cellular network and fit within Verizon's typical M2M data plans.
- The WSSAOC is a portable system that can be rapidly moved from location to location and accessed through the Verizon cellular network.
- WSSCPC employs remote control start/restart capabilities that allows agents to deploy the surveillance system and later remotely start the system from a cell phone interface. The agent can remotely power up or down the surveillance cameras to perform maintenance without entering the target area to make camera changes.

Jeff Gibson
President
Tactical Video

Jeff Gibson

Complete Specification Description:

Matrix All-In-1 Surveillance System
Axis Q6045 PTZ Camera 1080p w/32x zoom
Axis Q6115-E PTZ Camera 1080p w/30x zoom
Axis F44 Pinhole Control Unit w/4 1080p cameras
Axis Q1635 1080p Fixed Lens Low Light Camera
Matrix RDC Enclosure
Verizon Cellular LTE 4G/3G Router
High Power POE Switches
ExacqVision Professional Software
External Camera/Equipment Port
Multi-Port Ethernet Switch
External 12vdc Power Port
External Cellular Antenna Port
Verizon External Antenna
12vdc Power/Charger Unit
MasterKEY Remote Power Management

Matrix Covert Pole Camera
Verizon Cellular LTE 4G/3G Router
High Power POE Switch
ExacqVision Professional Software
External Camera/Equipment Port
Multi-Port Ethernet Switch
External 12vdc Power Port
12vdc Power/Charger Unit
MasterKEY Remote Power Management

jeff@TacticalVideo.com

D. 630.445.1209

F. 630.839.0005

City Commission Regular Meeting

Agenda Item # 10. d.

Meeting Date: 11/21/2016

Re: Case #14-2183 - 1001 Avenue I

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

SUBJECT:

Request for partial release of lien for property located at 1909 Juanita Avenue, Ft. Pierce, FL, Property ID 1433-701-0341-000-7 owned Patricia A Drummond, 4900 Matanzas Avenue, Ft. Pierce, FL 34946 from a spreading code enforcement lien at 1001 Avenue I, Ft. Pierce, FL, Property ID 2404-818-0006-000-9 owned by Kenneth L and Patricia A Drummond, 4900 Matanzas Avenue, Ft. Pierce, FL 34946 contingent upon the property at 1001 Avenue I being brought into compliance.

SUMMARY:

1. The City holds a lien at 1001 Avenue I, Ft. Pierce, FL for building violations, which continues to accrue daily at \$100.00 per day.
2. This lien spreads to all properties owned by Patricia Drummond including 1909 Juanita Avenue, Ft. Pierce, FL.
3. 1909 Juanita Avenue was owned by Mrs. Drummond's mother and was recently deeded to Mrs. Drummond upon her mother entering a nursing home.
4. The Drummond's are attempting to sell the home to help pay for the medical expenses incurred by Mrs. Drummond's mother.

RECOMMENDATION:

The Code Enforcement Board recommends to the City Commission to approve the partial release of lien, releasing 1909 Juanita Avenue from the lien attached to 1001 Avenue I, contingent upon the property at 1001 Avenue I being brought into compliance.

ALTERNATIVES:

Deny request.
Determine alternative recommendation.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.

Fiscal Impact

Budgeted Y/N: 2016

Amount: .00

OTHER INFORMATION:

\$.00 to the general fund.

Attachments

Request
Breakdown
Juanita
Ave I

Form Review

Inbox

City Manager

Form Started By: Collen Greer

Final Approval Date: 11/14/2016

Reviewed By

Nick Mimms

Date

11/14/2016 02:09 PM

Started On: 11/10/2016 09:09 AM



THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT

Florida

RECEIVED

NOV 04 2016

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

CODE ENFORCEMENT
CITY OF FT. PIERCE

Date:	11/4/16		
Property address:	1001 Ave D		
Owner(s) of record:	Kenneth & Patricia Drummond		
Mailing address:	4900 Matanzas Ave. Ft. Pierce, Fl. 34942		
Property tax ID #:	2404-818-0006-000/9		
Original purchase date:	Original purchase price:		
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Kenneth & Patricia Drummond	Relationship to owner(s)	OWNERS
Telephone #:	772-461-5098	Mobile phone #:	772-284-2990
E-mail:	Preferred contact method:		
What are owner(s) intentions for property:	Repair to meet code		
Are there current code violations?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Explain: (please attached notice)
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?

AMOUNT OF FINE / LIEN

\$ 37,430.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 0

DOLLAR AMOUNT I AGREE TO PAY

\$

Kenneth Drummond
Signature of Owner or Representative

Date

Kenneth Drummond
Printed Name



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 the appropriate application for lien reduction / rescindment.
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 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: 1001 Ave. C

Property Owner: Kenneth & Patricia Drummond

Mailing Address: 4900 Matanzas Ave., Ft. Pierce, Fl. 34946

Telephone #: 461-5098 Cell Phone #: 772-284-2990

E-Mail Address: DeltaMem54@yahoo.com

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

I, Ken Drummond, 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:

See attached letter.

Also, to Release the property located at 1909 Juanita Ave, Fort Pierce, FL. As the owners, we will take care of the repairs at 1001 Ave F.

* Partial Reduction.

Date: 11-3-16

Signed: Ken Drummond

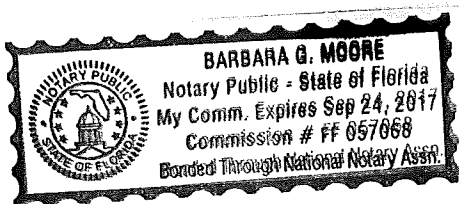
Print Name: Ken Drummond

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Kenneth Drummond who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 3rd day of November, 2016.



Barbara G. Moore
Notary Public, State of Florida

4900 Matanzas Ave.
Fort Pierce, FL 34946
November 3, 2016

Dear Peggy Arraiz, Code Enforcement:

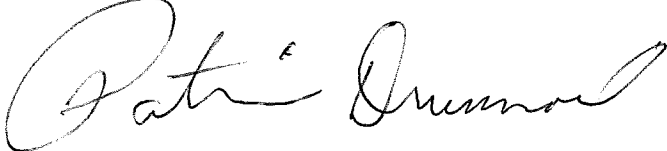
My name is Patricia Drummond. I am writing this letter about the property located at 100~~5~~ Ave. I, Fort Pierce, FL 34950. This property is owned by Kenneth Drummond and myself.

I am in the process of selling my mother's home located at 1909 Juanita Ave. Fort Pierce, Florida 34946. The house was deeded to me three years ago, when she became ill and had to be admitted into a nursing home (Abbejean Russell Care Center). Since she has been there, I have been responsible for her insurances and personal expenses which has been very expensive. I have decided to sell her home (with her permission). She will not be able to live alone again, and the proceeds from the sale of the house will help with her expenses.

Because I am married to Mr. Kenneth Drummond, my name is connected to properties that he owned before we were married. I have never been involved with his rental or other businesses that he is involved in. Some I am not aware of. This situation has slowed up the process. We are experiencing some financial difficulties at this time which causes me to have more responsibilities than I can afford.

Because of a Kidney Transplant, I was forced to retire early. My medications must be purchased each week which is a costly expense. We cannot afford the necessary repairs and fees at 100~~5~~ Ave. I. I certainly need the funds from the sale of my mother's home to take care of her and her needs. I am asking the board to please consider lifting the liens from this property. Your consideration to this matter will be greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Drummond". The signature is written in black ink and is positioned below the word "Sincerely,".

Patricia Drummond

cc:

City Commissioner
Board of Adjustment
Other concerned parties

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 1001 Ave. I

I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(b), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(c), I understand the requirements to be met and that my request will be heard and determination made by either the Special Magistrate or Code Enforcement Board that authorized Order Assessing Fine and Imposing Lien.

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.

Ken Drummond 11-3-16 Ken Drummond
Signature of Owner or Representative Date Printed Name

COFF - 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.

City Representative Date Printed Name

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

SUBJECT: PARTIAL CODE ENFORCEMENT LIEN REDUCTION
1001 Avenue I, Ft. Pierce, FL

DATE: November 21, 2016

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 14-2183	\$38,130.00 +	\$.00	\$.00
TOTAL	\$38,130.00 +	\$.00	\$.00

CAN BE WAIVED (ALL COSTS)

\$38,130.00 +

Property Identification

Site Address: 1909 JUANITA AVE
 Map ID: 14/33S
 Parcel ID: 1433-701-0341-000-7
 Zoning: RS-4
 Account #: 11846
 Use Type: 0100
 Sec/Town/Range: 33/34S/40E
 Jurisdiction: Fort Pierce

Ownership

Patricia Drummond
 4900 Matanzas Ave
 Fort Pierce, FL 34946

Legal Description

PARADISE PARK BLK 22 LOTS 4 AND 5 (OR 3527-1975)

Current Values

Just/Market: \$74,000
 Exemptions: \$0
 Assessed: \$64,009
 Taxable: \$64,009

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$74,000	\$64,009	\$0	\$64,009
2015	\$60,700	\$58,190	\$0	\$58,190
2014	\$52,900	\$52,900	\$0	\$52,900

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
06-11-2013	3527 / 1975	0111	WD	McCarty, Mitchell R	\$100
09-26-2008	3020 / 1632	XX00	WD	Hall, Marie M	\$75,000
04-17-2008	2971 / 2858	XX01	PB	Hall (EST), Donthel D	\$0

Primary Building Information

Finished Area of this building: 1,983 SF
 Gross Area of this building: 3,245 SF

Exterior Data

View:	Roof Cover: Dim Shingle	Roof Structure: Gable	Building Type: HC-
Year Built: 1970	Frame:	Grade: C-	Effective Year: 1970
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 4	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 2	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel: ELEC	Primary Floors: Carpet



Total Areas

Finished/Under Air (SF):	1,983
Gross Area (SF):	3,245
Land Size (acres):	0.37
Land Size (SF):	16,200
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
Driv-Concret	1	600	1970
CHAINLINK 4'	1	120	1999

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

Site Address: 1001 Avenue I Parcel ID: 2404-818-0006- Account #: 18044 Sec/Town/Range:
 000-9 04/35S/40E
 Map ID: 24/04H Zoning: R4 Use Type: 0100 Jurisdiction: Fort Pierce

Ownership

Kenneth L Drummond
 Patricia A Drummond
 4900 Matanzas Ave
 Fort Pierce, FL 34946

Legal Description

ENGLEWOOD PARK S/D LOT 6 (OR 606-275: 2669-1052)

Current Values

Just/Market: \$8,000 Assessed: \$1,756
 Exemptions: \$0 Taxable: \$1,756

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$8,000	\$1,756	\$0	\$1,756
2015	\$9,000	\$1,597	\$0	\$1,597

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
09-15-2006	2669 / 1052	XX01	QC	Drummond,Kenneth	\$100
10-04-1988	0606 / 0275	XX00	WD		\$27,000

Primary Building Information

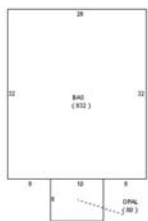
Finished Area of this building: 832 SF
 Gross Area of this building: 912 SF

Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable	Building Type: HD
Year Built: 1946	Frame:	Grade: D	Effective Year: 1946
Primary Wall: Frm Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 1	A/C %: 0%	Electric: MINIMUM	Primary Int Wall:
Full Baths: 1	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors: Vinyl Rolled



Total Areas

Finished/Under Air (SF):	832
Gross Area (SF):	912
Land Size (acres):	0.15
Land Size (SF):	6,534
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
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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. e.

Meeting Date: 11/21/2016

Re: Case #15-0518 - 302 South 33rd Street

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

SUBJECT:

Reduce code enforcement lien associated with 302 S 33rd Street, Ft. Pierce, FL, Parcel ID # 2408-805-0014-000-0 owned by Pedro Moreno, 3205 Boston Avenue, Ft. Pierce, FL 34950 in the amount of \$19,340.00 (\$40.00 recording fees) to \$300.00 contingent upon payment of the reduced amount in 90 days.

SUMMARY:

1. Mr. Moreno purchased the property in May 2014.
2. In July 2015 Mr. Moreno hired a contractor to remove and install new impact windows/doors/stucco. The contractor obtained the permit and did the work; however, he failed to get a final inspection on the windows. A new permit was obtained and all inspections completed.
3. The contractor and owner have paid the double permit fee and other building fees to bring the property into compliance.
4. Special Magistrate recommends the City Commission reduce the lien from \$19,340.00 (\$40.00 recording fees) to \$300.00 payable in 90 days.

RECOMMENDATION:

Staff recommends reducing the code enforcement lien from \$19,340.00 (\$40.00 recording fees) to \$300.00 payable in 90 days.

ALTERNATIVES:

Deny request.
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: 300.00

OTHER INFORMATION:

\$300.00 to the general fund.

Attachments

Request for Reduction
Tax Card
Breakdown

Form Review

Inbox

City Manager

Form Started By: Collen Greer

Final Approval Date: 11/14/2016

Reviewed By

Nick Mimms

Date

11/14/2016 02:09 PM

Started On: 11/07/2016 01:06 PM

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

Date:	09/19/16		
Property address:	302 S 33rd st		
Owner(s) of record:	Pedro Moreno		
Mailing address:	3205 Boston Ave		
Property tax ID #:	2408-805-0014-000-0		
Original purchase date:	May 6, 2014	Original purchase price:	40,000
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Pedro Moreno	Relationship to owner(s)	Juan Moreno / Brother
Telephone #:	(772) 446-2185	Mobile phone #:	(772) 201-5426
E-mail:	Desinwheeler@hotmail.com	Preferred contact method:	phone
What are owner(s) intentions for property:	Church / Bible Studies		
Amount of Lien:	19,340	Date Fine Initiated:	
Are there current code violations?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Explain: (please attached notice)	
Is property listed for sale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, what is the sale price?	

AMOUNT OF FINE / LIEN \$ 19,340
 DOLLAR AMOUNT REQUESTING TO BE WAIVED \$ 19,340
 DOLLAR AMOUNT I AGREE TO PAY \$ 0

Pedro Moreno Signature of Owner or Representative 9-19-16 Date PEDRO MORENO Printed Name






OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 302 S 33rd St

- I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(b), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board and the City Commission.
- I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(d), 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.

 9-19-16 PEDRO MORENO
 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.

 City Representative Date Printed Name





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: 302 S 33rd st

Property Owner: Pedro Moreno

Mailing Address: 3205 Boston Ave

Telephone #: (772) 359-8642 Cell Phone #: (772) 446-2185

E-Mail Address: devonwhester@hotmail.com

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



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

I purchased this property in May 2014. A month after purchase I was put in violation for broken windows. I consulted a contractor for a price but it was too much for me to pay at that time. I needed impact windows since I have no shutters and new doors. In July of 2015 I hired a contractor to remove / install new Impact windows / doors / stucco. I put 15K into this building to get it compliant. A final was overlooked on the windows and we were never alerted about this from the city. My contractor has since pulled and paid for the same permit as before so that he could call in a final.

Date: 09-20-16

Signed: 
Print Name: Pedro MORENO

STATE OF FLORIDA

COUNTY OF ST. LUCIE

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

SWORN TO AND SUBSCRIBED before me this 20th day of September, 2016.



Colleen Hayes
Notary Public, State of Florida



Property Identification

Site Address: 302 S 33rd ST Parcel ID: 2408-805-0014- Account #: 137532 Sec/Town/Range:
 000-0 08/35S/40E
 Map ID: 24/08S Zoning: C3 Use Type: 0800 Jurisdiction: Fort Pierce

Ownership

Pedro Moreno
 3205 Boston Ave
 Fort Pierce, FL 34950

Legal Description

WYLDWOOD PARK S/D BLK 2 LOT 4 AND N 29 FT OF
 LOT 5-LESS W 5 FT- (OR 3631-1273)

Current Values

Just/Market: \$82,400 Assessed: \$80,420
 Exemptions: \$0 Taxable: \$80,420

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$82,400	\$80,420	\$0	\$80,420
2015	\$75,200	\$75,200	\$0	\$75,200
2014	\$73,000	\$73,000	\$0	\$73,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
05-06-2014	3631 / 1273	0001	SP	Transtitle Properties Inc,	\$40,000
11-08-2013	3581 / 0326	0112	SP	Grand Bank For Saving FSB,	\$0
10-03-2013	3566 / 1629	0112	CT	Orniste,Dieu M	\$12,200

Primary Building Information

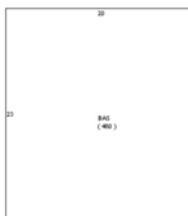
Finished Area of this building: 460 SF
 Gross Area of this building: 460 SF

Exterior Data

View: Roof Cover: Fibrglss Shg Roof Structure: Gable Building Type: HD-
 Year Built: 1957 Frame: Grade: D- Effective Year: 1976
 Primary Wall: CB Stucco Story Height: 1 Story No. Units: 3 Secondary Wall:

Interior Data

Bedrooms: 0 A/C %: 0% Electric: MAXIMUM Primary Int Wall:
 Full Baths: 1 Heated %: 0% Heat Type: Avg Hgt/Floor: 0
 Half Baths: 0 Sprinkled %: 0% Heat Fuel: Primary Floors: Carpet



Total Areas

Finished/Under Air (SF):	2,272
Gross Area (SF):	2,464
Land Size (acres):	0.23
Land Size (SF):	9,840
Total Building Count:	2

Special Features and Yard Items

Type	Qty	Units	Year Blt
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This information is believed to be correct at this time but it is subject to change and is not warranted.
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MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

SUBJECT: CODE ENFORCEMENT LIEN REDUCTION
302 S 33rd Street, Ft. Pierce, FL

DATE: November 21, 2016

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 14-1232	\$19,340.00	\$0.00	\$0.00
TOTAL	\$19,340.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$19,340.00

City Commission Regular Meeting

Agenda Item # 10. f.

Meeting Date: 11/21/2016

Re: Demolition Lien Reduction - 427 N 26th Street

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

SUBJECT:

Waive interest, penalties, and administrative fees in the amount of \$3,353.80 associated with demolition lien against 427 N 26th Street, Ft. Pierce, FL, Parcel ID Number 2408-501-0025-000-7 previously owned by Rilla Davis (EST), 427 N 26th Street, Ft. Pierce, FL and currently owned by Alfred Davis, P. O. Box 11097, Rochester, NY 14611 contingent upon payment of \$5,216.50 by June 2021.

SUMMARY:

1. Property caught fire and the building was demolished March 31, 2008.
2. Mr. Davis inherited this property after his mother passed away.
3. Mr. Davis is retired and on a limited income. He is offering to pay \$100.00 per month until the principle lien is satisfied.

RECOMMENDATION:

Staff recommends waiving interest, penalties, and administrative fees in the amount of \$3,353.80 leaving a balance due of \$5,216.50 and to allow Mr. Davis 4 1/2 years to pay the balance.

ALTERNATIVES:

Deny request.
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: 5,216.50

OTHER INFORMATION:

\$5,216.50 TO THE GENERAL FUND.

Attachments

Request for Reduction
Tax Card

Breakdown

Bills

Form Review

Inbox

City Manager

Form Started By: Collen Greer

Final Approval Date: 11/16/2016

Reviewed By

Nick Mimms

Date

11/16/2016 04:43 PM

Started On: 10/13/2016 10:55 AM



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:	August 5, 2016				
Property address:	427 N. 26th Street				
Owner(s) of record:	Rilla Davis C/O Alfred Davis				
Mailing address:	P.O. Box 11097 Rochester, N.Y. 14611				
Property tax ID #:					
Original purchase date:	unk	Original purchase price:	unk		
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Alfred Davis		Relationship to owner(s)	Son	
Telephone #:			Mobile phone #:	685-314-6723	
E-mail:	alfreddavis2001@yahoo.com		Preferred contact method:	By cell phone	
What are owner(s) intentions for property:	unknown at this time...				
Amount of Lien:	\$5216.50	Date Fine Initiated:	3/31/08		
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)		
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?		
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN
 DOLLAR AMOUNT REQUESTING TO BE WAIVED
 DOLLAR AMOUNT I AGREE TO PAY

\$ ~~5216.50~~ 8570.30
 \$ ~~3324.00~~ 3353.80
 \$ 5216.50

Alfred Davis
 Signature of Owner or Representative

9/23/2016
 Date

Alfred Davis
 Printed Name





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

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: 427 N.26 Street 2408 501-0025-000-7
Property Owner: Rilla Davis/C/O Alfred Davis
Mailing Address: P.O. Box 11097 Rochester, New York 14611
Telephone #: Cell Phone #: 585-314-6723
E-Mail Address: alfreddavis2001@yahoo.com

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

Handwritten notes: 570, 570, 9/21/15



OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	427 N 26th St.
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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.

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.

Alfred Davis

City Representative

Date

Alfred Davis

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

I, Alfred Davis, 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:

It is with great concern that I wish to clear this bill up, and with your indulgence and the grace of God will do so
I am a retired person existing on social security. I can afford to pay monthly \$100.00 monthly until said account is
zeroed. Begainng Sept. 2016. It is my hope that you help me out by reduceing the account's interest and penalties
back to the principal bill.


Date: 9/23/2016

Signed: [Signature]
Print Name: Alfred Davis

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Alfred Davis who
acknowledged before me that the information contained herein is true and correct. He is not personally
known to me and has produced My Drivers Lic 972 672 141 as identification.

SWORN TO AND SUBSCRIBED before me this 22nd day of September, 2016.

 NOTARY PUBLIC
STATE OF FLORIDA
COLLEEN GREER
MY COMMISSION # EE 216024
EXPIRES: November 13, 2016
Bonded Thru Budget Notary Services

Colleen Greer
Notary Public, State of Florida





427 N 26th St
 Dana L Neville to: Colleen Greer

09/22/2016 11:34 AM

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 9/22/1
 Miscellaneous Receivables Inquiry 11:28:3

Customer ID . . . : 3445 Name: **427 N 26 ST** DAVIS
 Last statement . . : 9/11/16 Addr: 240850100250007 DAVIS
 Last invoice . . . : 3/31/08 FT PIERCE, FL 34947-2605
 Current balance . . : **8,570.30**
 Pending : .00 Status: A ACTIVE
 Previous balance . : 8,570.30 Type: 104 0000 115 03 00 DEMO R
 Deposit balance . . : .00
 Type options, press Enter. Open Activity
 1=Select

Opt Code Description	Total due
DEMOLITION/REDEV	5216.50
ADMIN/DEMO REDEV	100.00
DM INT CHG 6%/YR REDEV	2711.16
DM PEN CHG OF .1% REDEV	542.64

Thank you & have a great day!

Dana Neville | Senior Accounting Clerk | City of Fort Pierce

Finance Department
 Phone: 772.467.3074 • Fax: 772.489.2594 • 100 North U.S. 1 Fort Pierce

[Website](#) | [Facebook](#) | [Survey](#)



Property Identification

Site Address: 427 N 26th ST Parcel ID: 2408-501-0025-000-7 Account #: 20159 Sec/Town/Range: 08/35S/40E
 Map ID: 24/08N Zoning: R4 Use Type: 0000 Jurisdiction: Fort Pierce

Ownership

Rilla Davis (EST)
 %Alfred Davis
 PO Box 11097
 Rochester, NY 14611

Legal Description

EMANCIPATION PARK BLK 2 LOT 8

Current Values

Just/Market: \$2,000 Assessed: \$1,980
 Exemptions: \$0 Taxable: \$1,980

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$2,000	\$1,980	\$0	\$1,980
2015	\$1,800	\$1,800	\$0	\$1,800

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-01-1900					\$0

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):	6,750
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
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This information is believed to be correct at this time but it is subject to change and is not warranted.
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MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: DEMOLITION LIEN REDUCTION
Address: 427 N 26th Street, Ft. Pierce, FL
Parcel ID#: 2408-501-0025-000-7
Owner: Rilla Davis (EST) % Alfred Davis

DATE: October 17, 2016

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Demolition Lien	\$5,216.50	\$3,253.80	\$100.00
TOTAL	\$5,216.50	\$3,253.80	\$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)	\$3,353.80
CANNOT BE WAIVED (ALL DEMOLITION COSTS)	<u>\$5,216.50</u>
	\$8,570.30

INVOICE

TO: RILLA DAVIS
427 N 26 ST
FT PIERCE, FL 34947-2605

INVOICE NO: 20558
DATE: 3/31/08

CUSTOMER NO: 3445/3445

TYPE: DR - 104 0000 115 03 00 DEMO R

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	DEMOLITION/REDEV *** **	5,216.50	5,216.50
	ADDRESS: 427 N 26 ST TAX ID #: 2408-501-0025-000/7 PERFORMED BY: LEB DEMOLITON & CONSULTING CONTRACTOR *** **		
	THIS INVOICE MUST BE PAID WITHIN 30 DAYS OR A LIEN WILL BE FILED AGAINST THE PROPERTY. IF NOT PAID WITHIN 30 DAYS, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER YEAR FROM THE ORIGINAL INVOICE DATE. *** **		
1.00	ADMIN/DEMO REDEV	100.00	100.00

TOTAL DUE: \$5,316.50

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/31/08 DUE DATE: 3/31/08 NAME: DAVIS, RILLA
CUSTOMER NO: 3445/3445 TYPE: DR - 104 0000 115 03 00 DEMO R

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FORT PIERCE
P O BOX 1480
FORT PIERCE FL 34954-1480 (772) 460-2200

INVOICE NO: 20558
TERMS: NET 0 DAYS AMOUNT: \$5,316.50

add

3445

L.E.B. DEMOLITION & CONSULTING CONTRACTORS, INC.

12805 S. Indian River Drive
Jensen Beach, FL 34957
Ph: (772) 229-8575
Fax: (772) 229-3036

Invoice

Bill To

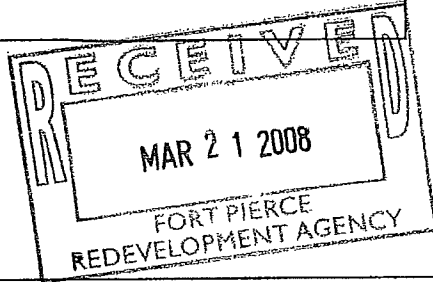
City of Fort Pierce Purchasing Dept.
100 N. U.S. Hwy. #1
P.O. Box 1480
Ft. Pierce, Florida 34950

RECEIVED

MAR 21 2008

Date	Invoice #
3/19/2008	08/1045

Bldg and Code Enforcement
Department



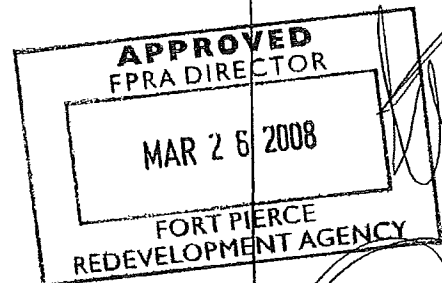
P.O. No.	Terms
080907	Due on receipt

Description	Amount
Re: Demolition work completed as per contract agreement	
Location: 427 North 26th St.	
Scope of Work: Demolition of structure 1102 Sq. Ft. @ \$ 3.25 per foot	3,581.50
Permit	130.00
Box Blading of Lot	150.00
Fill Dirt 1 @ \$140.00	140.00
Sodding of Lot 4050 Sq. Ft. @ \$.30	1,215.00
Asbestos Survey	600.00

RECEIVED

MAR 27 2008

FINANCE DEPT.



Please remit to above address.

Total

\$5,816.50

5,216.50

3/27/08
JC

City Commission Regular Meeting

Agenda Item # 10. g.

Meeting Date: 11/21/2016

Re: 28th Sights and Sounds on Second

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approve the payment of \$15,000 payable to Main Street Fort Pierce, Inc. for the sponsorship of the 28th Annual Sights and Sounds on Second event.

SUMMARY:

Each year, the City provides financial support for the annual Christmas Sights and Sounds on Second event to help defray the expenses. A total of \$15,000 has been budgeted for this event in the FY 2017 budget.

RECOMMENDATION:

Staff recommends the approval of \$15,000.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Doris Tillman, Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 00160005138393
Amount: \$15,000

FISCAL IMPACT:

The funding of this event in the amount of \$15,000 was approved in the FY 2017 budget.

Attachments

Request from Doris Tillman

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	11/09/2016 10:35 AM
Finance Department	Karen Logue	11/15/2016 04:24 PM
City Manager	Nick Mimms	11/16/2016 03:38 PM
Form Started By: Jennifer Robinson		Started On: 11/09/2016 10:18 AM

Final Approval Date: 11/16/2016



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

November 1, 2016

RECEIVED
TIME _____

NOV 08 2016

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Mr. Nick Mimms
City Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, Florida 34954

Dear Mr. Mims,

Tis the season to be jolly and enjoy the 28th Sights and Sounds on Second Christmas event and parade. This year's theme for the parade is Cattlemen's Christmas Parade celebrating the 60th Anniversary of the Sandy Shoes. Main Street Fort Pierce appreciates the partnership with the city for this event that draws over 10,000 people to kick off the holiday.

I have enclosed an invoice for the City funds and a budget of expected expenses. If you have any questions please don't hesitate to call me.

Sincerely,

Doris Tillman
Manager

Main Street Fort Pierce, Inc. • St. Lucie Preservation, Inc. • Main Street Focus, Inc.
122 A. E. Backus Avenue • Fort Pierce, FL 34950
Phone: (772) 466-3880 • Fax: (772) 466-3917

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE." CH26923

Sights and Sounds on Second 28th Event

Payable to Main Street Fort Pierce, Inc.

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

Contact: Doris Tillman 772-466-3880

Expenses for Sights and Sounds	
---------------------------------------	--

Insurance	\$1,500.00
City of Fort Pierce Permits	150.00
Coca Cola Bottling Company	1000.00
Park's Rental	700.00
Reliable Poly John	500.00
Staffing for set up and breakdown	2000.00
Entertainment	3800.00
Management	1000.00
Award Certificates	450.00
Promotion and Advertising	4000.00
Ice	500.00
Total Sights and Sounds	\$15,600.00

City Commission Regular Meeting

Agenda Item # 10. h.

Meeting Date: 11/21/2016

Re: Lyle Sumek

SUBJECT:

Approve contract with Lyle Sumek Associates, Inc. for consultation services for the update of the Leadership and Strategic Plan for an amount not to exceed \$23,000 in professional fees.

SUMMARY:

The City of Fort Pierce contracted with Lyle Sumek Associates in 2011 and again in 2015 for the creation of a Leadership and Strategic Plan. The goals and objectives outlined in the 2015 plan are substantially complete.

RECOMMENDATION:

Approve contract with Lyle Sumek Associates, Inc.

ALTERNATIVES:

Seek another vendor.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
Account: 00160005133490
Amount: 23,000

OTHER INFORMATION:

Funds are available in the general fund.

Attachments

Sumek Contract Rev

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	11/03/2016 10:51 AM
Finance Department	Karen Logue	11/16/2016 09:30 AM
City Manager	Nick Mimms	11/16/2016 03:39 PM
Form Started By: Linda Cox		Started On: 11/02/2016 01:51 PM
Final Approval Date: 11/16/2016		

City of Fort Pierce Agreement

THIS AGREEMENT is made the ____ of November 2016, between Lyle Sumek Associates, Inc. (herein called “Contractor”) and the City of Fort Pierce hereinafter called “City”), a municipal corporation organized and existing under the laws for the State of Florida.

WHEREAS, the City desires consultant services for Strategic Plan Update for the City, and

WHEREAS, the City and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein below:

1. **Services:** The Contractor shall provide consultation services in the creation of a Strategic Plan Update for the City under the direction of the City Manager. The Contractor shall also provide individual interviews with City Council and City Manager prior to the Strategic Planning Session. Refer to Attachment I.
2. **Deliverables:** The deliverables resulting from execution of this agreement shall be provided in editable formats such as Microsoft Word or other formats as acceptable per City concurrence.
3. A follow up date will be required in May or June to develop action outlines and finalize priorities – Consultant will need time to adjust and finalize the Action Outline.
4. **Fees:** The basic services as outlined in Attachment I will be performed at a cost not to exceed \$23,000 in professional fees plus additional expenses and assembly and duplication required for the Final Report. The City may expand the scope and request additional services at a fee of \$250.00 per hour. Services in excess of \$23,000 must be agreed upon in writing prior to commencement.
5. **Invoicing:** The Contractor shall send invoices to the City of Fort Pierce. Approved invoices shall be paid within 30 days upon receipt of invoice.
6. **General Terms and Conditions:**
 - a) The Contractor is performing services for the City as an Independent Contractor.
 - b) The Contractor is scheduled on site January 9-10, 2017.
 - c) Contract shall comply with the most current Federal and State of Florida Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

7. The City Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the City. If the contract is terminated for the convenience of the City, the City will pay the Contractor for costs incurred to date of termination. If termination is less than 3 weeks from the retreat date – City will be charged for any work done on the project and charged for ½ day of the actual retreat time that was scheduled; if within 1 week of the retreat the charge will include 1 full day; and if less than 2 days the City will be responsible for the entire time scheduled for the actual retreat.
 - a) Should any part of the Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of the Agreement. Cancellation Fee
 - b) This Agreement has been made and entered into the State of Florida, and the laws of Florida shall govern the validity and interpretation of this Agreement in the performance due hereunder.
 - c) The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the City and Contractor other than that which is expressly stated herein. The City is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The Contractor's agents and employees shall not be considered employees of the City for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the City.
 - d) The Contractor will maintain proper insurance coverage throughout the duration of the contract. Insurance is carried through Hayward Brown Insurance, Bunnell, FL. The Contractor has sent the insurance company a request to forward copies to the City.
8. Public Records. City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Contractor shall comply with all public records laws, specifically to:
 - a) Keep and maintain public records required by City to perform the service.
 - b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.
 - d) Upon completion of the contract, transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to

perform the service. If Contractor transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

LYLE J. SUMEK

CITY OF FORT PIERCE

Date: November ____, 2016

Date: November ____, 2016

By: _____

By: _____

Printed Name: Lyle J. Sumek

Printed Name: Linda Hudson

Position: President/Owner

Position: Mayor

Witness _____

Witness _____

Printed Name: Julie Sumek

Printed Name:

Approved as to Form and Correctness

James Messer, City Attorney

Attachment 1

LEADERSHIP AND STRATEGIC PLANNING ACTIVITY OUTLINE 2017 City of Fort Pierce, Florida

PURPOSES:

1. To update the strategic plan
2. To re-institute the strategic planning processes
3. To development a one-year Action Agenda with priorities and specifics deliverables

PROPOSED ACTIVITIES:

Activity 1: Consultation and planning with the City Manager and City Manager's Office, including a detail review of the current Strategic Plan [4-6 hours]

Activity 2: Conduct one-hour long telephone background interviews with Mayor, Councilmembers, City Manager and other identified individuals (e.g. City Attorney, etc.), including preparation, analysis of the interview data and preparation of a summary memo. [12-14+ hours]

Activity 3: Preparation of Leaders Guide 2017 - Working Document, including review, editing and formatting of Departmental Worksheets; and revision of the Vision 2031, and Goals for 2022. [4-8 hours]

On Site Activities:

Day 1

Activity 4: Preparation and conducting Strategic Planning Session for Managers, including a Performance Report, Looking to the Future with review of Departmental Worksheets, update of the Strategic Plan. [9-10 hours]

Activity 5: Consultant revises the Leaders Guide 2017 - Working Document for the Mayor and City Council, including revised Sections on Performance Report for 2016, Looking to the Future, Vision 2031, Plan 2017-2022 Update. [6-8 hours]

Day 2

Activity 6: Preparation and conducting an 8-hour Leadership and Strategic Planning Workshop for Mayor and City Council, and City Manager, Strategic Planning - Re-connecting the "Dots", Performance Report for 2016, Looking to the Future, Vision 2031, Plan 2017-2022 Update. [9-11 hours]

Activity 7: Consultant revises/prepares draft Strategic Plan 2017-2022-2031, summary from Day 1, and Leaders Guide 2017 Working Document Action Agenda 2017. [4-6 hours]

Day 3

Activity 8: Preparation and conducting 1/2 + day Strategic Planning Session for Managers to provide a "reality test" for the Strategic Plan 2017-2022-2031 and to develop Action Outlines with who is responsible, key issues, activities and milestones, and time frames for each initial Mayor and City Council priorities. [4 hours]

Activity 9: Consultant prepares revised Strategic Plan and detailed Action Outlines for 2017. [2-4 hours]

Activity 10: Conducting Leadership and Strategic Planning Workshop (2-3 hours) for Mayor and City Council and Managers (joint session) to finalize the Strategic Plan 2017-2022-2031, Action Outlines for 2017 and to establish "Top" and "High" priorities for the Policy Agenda 2017 and Management Agenda 2017. [4 hours]

Follow Up

Activity 11: Preparation of final reports and documents, including:

- a) **Strategic Plan 2017-2022-2031**
- b) **Executive Summary (booklet)**
- c) **Plan in Brief 2017 (one page laminated)**
- d) **Performance Report 2016**
- e) **Leaders Guide 2017 - Final Report**

with review and edits from the City Manager and City staff. [8-10 hours]

City Commission Regular Meeting

Agenda Item # 10. i.

Meeting Date: 11/21/2016

Re: Request for approval of the Electronic Permitting and Plan Review Software Purchase

Submitted For: Paul Thomas, Building Administrator, Building

SUBJECT:

Approve accepting proposal and entering into a contract with SunGard Public Sector LLC to purchase Projectdox in the amount of \$227,950, which will allow the Building Department to proceed with on-line plan submittals.

SUMMARY:

Since the Building Department is tasked as the overseer of the permitting process in the City of Fort Pierce, we are always seeking ways to be more efficient in the way the city handles and processes plans submitted for building permits. It is the goal of each department to continue to provide excellent customer service in a timely manner. It is also a goal of the department to develop and use "green" technologies in order to be environmentally consciousness. Also recent Florida State Statute amendments are requiring that local enforcement agencies have the capability to accept applications electronically. Projectdox is the key to meeting these goals.

RECOMMENDATION:

Approval to purchase the Electronic Permitting and Plan Review Software

ALTERNATIVES:

Deny the request and select a different vender

RESPONSIBLE STAFF:

Paul Thomas, Interim Building Official

COORDINATED WITH:

Linda Cox, City Clerk; Shay Johnson, IT Director; and Kristie Kirstein, Senior Permit Specialist

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
Account: 420-2902-524.64-10
Amount: 227,950

FISCAL IMPACT:

The electronic permitting and plan review software system agreement provides for the purchase of the software including training, start-up, and license fees for \$227,950 with an annual maintenance fee of \$41,950.

Attachments

SunGard Proposal
Backup Material-SunGard

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	11/10/2016 04:20 PM
Purchasing	Tony Barnes	11/14/2016 12:09 PM
Finance Department	Karen Logue	11/16/2016 02:58 PM
City Manager	Nick Mimms	11/16/2016 03:39 PM
Form Started By: Kristie Kirstein		Started On: 11/08/2016 05:45 PM
Final Approval Date: 11/16/2016		

SunGard Public Sector LLC. Cloud Proposal
for



Fort Pierce, FL
Cloud Environment - Evolve
November 8, 2016



	Applications and/or Services	Professional Services Fee	License Fee	Start-Up Fee	Annual Access Fee
New NaviLine Products (Not Currently Licensed)	NaviLine Building Permits Electronic Plan Review Interface - EU	N/A	\$ 6,000.00	N/A	\$ 950.00
New Third Party Products (Not Currently Licensed)	ProjectDox Tier 4 Software Bundle Package Includes: ProjectDox Core Workflow Manager GISstream 1 Best In Class Workflow	N/A	\$ 140,000.00	Included in Startup Fee	\$ 23,000.00
Professional Services	Tier 4 End User Training Package Introduction to ProjectDox 2 Classes - TES-INTRO Workflow Business Process Training and Markup Training for Plan Reviewers 2 Classes - TES-BICMARK1 Workflow Business Process Training and Markup Training for Coordinating Staff 2 Classes - TES-BICMARK2	\$ 8,000.00	N/A	N/A	N/A
Professional Services	Tier 4 Rollout Training Package Pilot Workshop 1 Class - TES-PILOT Community Outreach 1 Class - TES-OUT	\$ 2,000.00	N/A	N/A	N/A
Professional Services	ProjectDox Tier 4 Professional Services Package Package Includes: Account Orientation and Kickoff Documentation Installation Configuration Soft Launch System Acceptance Assurance Services Standard Integration Services	\$ 25,000.00	N/A	N/A	N/A
Cloud Services	Setup, Implementation, Disaster Recovery Plan for SunGard Public Sector applications	N/A	N/A	\$ 5,000.00	\$ 18,000.00
Total Proposed System:		\$ 35,000.00	\$ 146,000.00	\$ 5,000.00	\$ 41,950.00

NOTES

Sample Annual Pricing

Year 1

Annual Fees

\$ 41,950.00

EXPIRATION

SunGard Public Sector LLC prices are valid for 90 days.

PAYMENT TERMS

License fees and startup fees are due upon execution.

Term - Coterminous with existing agreement

100% of Startup Fees are due upon receipt of invoice.

The Annual Access Fee for any additional applications purchased will be placed on the same term as the original contract.

Travel and related expenses of the trainers, installers, or project managers are in addition to the above costs and they are billed separately.

Customer will be contacted by the SunGard Public Sector Project Manager to begin the implementation process of this project upon receipt of startup fees.

SunGard Public Sector LLC, 1000 Business Center Drive, Lake Mary, Florida 32746

Confidential

PROFESSIONAL SERVICES PAYMENT TERMS

Project Planning, Project Management, Consulting, Conversion, and Custom Modification are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Electronic Plan Review

SunGard Public Sector Electronic Plan Review allows local government agencies to manage plan review and approval processes digitally while supporting green initiatives. This solution can be used stand-alone or integrated with the SunGard Public Sector applications to enable an end-to-end electronic review process.

Benefits

- Increases productivity in processing plans, permit issuance, and inspection processing
- Accelerates and improves the plan review process while reducing errors
- Significantly reduces counter submissions, improving efficiency among staff
- Reduces turnaround time by distributing work to multiple departments simultaneously
- Gives your staff online access to approved files
- Saves employees from painstakingly reviewing and re-reviewing each page of every submittal
- Accepts all file formats for planning including AutoCAD



Features

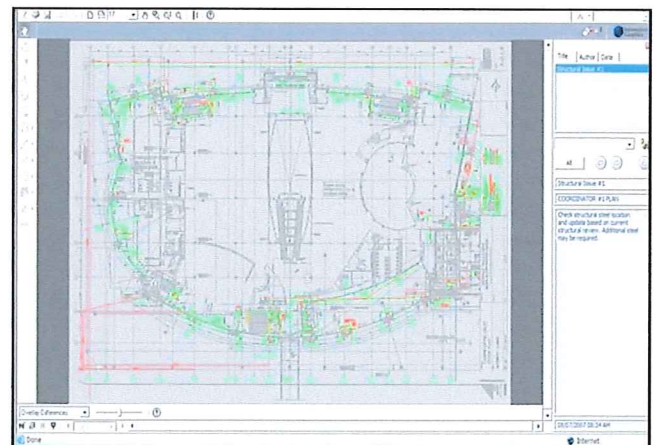
Agency-sponsored construction projects – Serves as an online repository of existing plans for use by multiple departments, including building departments, police, fire, and emergency first-responders.

Online access – Allows citizens to upload drawing files anytime, anywhere, using an Internet connection.

Workflow and e-forms – Using highly structured workflows and e-forms, changes, resubmissions, notes, and comments are managed and routed across multiple departments.

Effective communication – Change notifications and other communications are efficiently exchanged between the plan review team and the citizen.

Electronic approval process – After the review process is complete, drawings are electronically stamped "approved" and a PDF version can be published for the citizen to download and print.



Wireless access – Final notes can be added by field inspection teams via web-enabled mobile devices to ensure that final plans contain the most accurate information possible.

Green initiative support – Allows governmental agencies to respond to environmental concerns by:

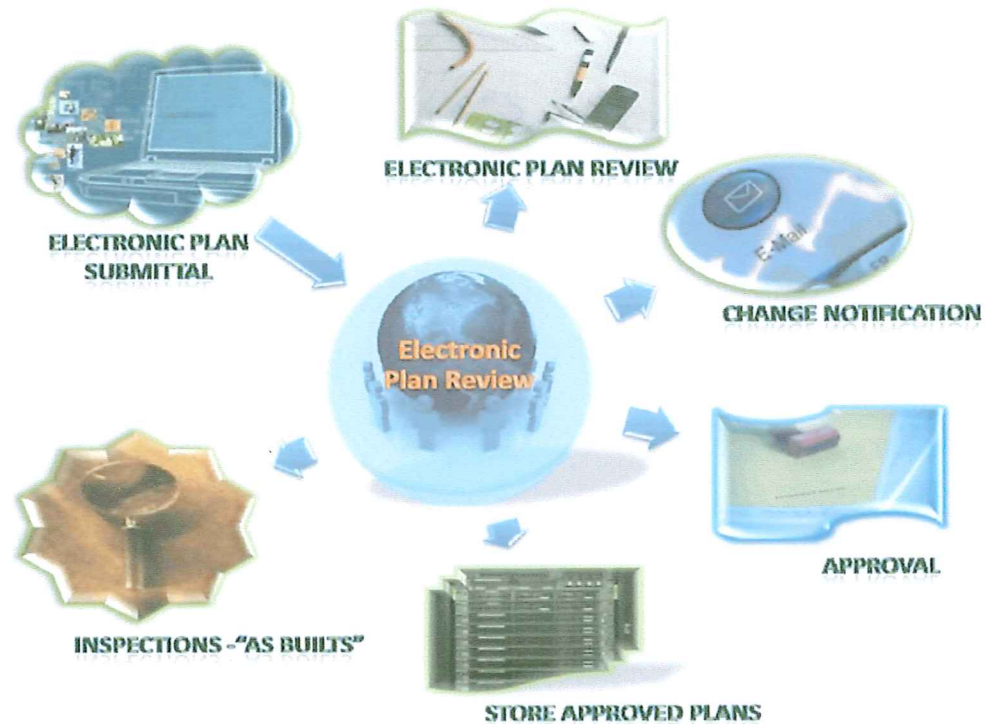
- Reducing paper use by 80% compared to traditional paper plan reviews
- Eliminating the requirement for more building space to store paper plans
- Reducing miles driven and associated carbon monoxide emissions

Go Green!
An organization that issues 3,000 permits per year can save 239 trees using Electronic Plan Review.

Application Integration (Currently in development)

Electronic Plan Review works with the following SunGard Public Sector software applications:

- **Building Permits** – The Building Permits application process will submit application review steps to Electronic Plan Review for detailed workflow processes and electronic plan submissions.
- **Click2Gov Building Permits** – Contractors will have the ability to access electronic plans online at any time using Click2Gov Building Permits or Electronic Plan Review.
- **Planning & Engineering** – Project Reviews will interface to Electronic Plan Review to share data regarding the process of the review.



City Commission Regular Meeting

Agenda Item # 10. j.

Meeting Date: 11/21/2016

Re: Emergency purchase of used solid waste refuse collection truck.

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

SUBJECT:

Approve emergency purchase of a used 2002 Autocar refuse collection vehicle in an amount not to exceed \$15,600.00 to replace vehicle # 23-031 that was damaged beyond repair.

SUMMARY:

The Public Works Department is seeking to purchase a used 2002 Autocar refuse collection truck from Sunbelt Waste Equipment for the amount of \$15,600.00. This vehicle has very low miles and it is very similar to the trucks utilized within the current Solid Waste fleet. This vehicle will replace unit #23-031 that was deemed a total loss due to a fire.

RECOMMENDATION:

The Public Works Department recommends approval of this emergency purchase. This is a rare opportunity to purchase a low mile/hour used vehicle at a very reasonable price. The Fleet Maintenance technicians are very familiar with the truck and they have an inventory of repair parts for it.

ALTERNATIVES:

Do not approve the emergency purchase request.

RESPONSIBLE STAFF:

Public Works Department.

COORDINATED WITH:

Finance and Purchasing Departments.

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 40242005346430
Amount: \$15,600.00

FISCAL IMPACT:

Funds are available in Solid Waste account # 402-4200-534-63-30 in an amount not to exceed \$15,600.00.

Attachments

2002 Autocar Solid Waste Truck

Form Review

Inbox

Purchasing
Finance Department
City Manager
Form Started By: Mike Reals
Final Approval Date: 11/16/2016

Reviewed By

Tony Barnes
Karen Logue
Nick Mimms

Date

11/09/2016 03:03 PM
11/15/2016 05:19 PM
11/16/2016 03:39 PM
Started On: 11/09/2016 09:25 AM



QUOTATION

Prepared For:
Ft Pierce

Ship To:

Prepared By:
Sunbelt Waste Equipment

QUOTE REFERENCE NUMBER	ISSUE DATE	VALID FOR	EST. DELIVERY FROM RECEIPT OF ORDER	SUBMITTED BY	SHIPPED VIA	FOB POINT	TERMS
2002 Autocar	10/25/16	30 days	TBD at Time of Order	Sunbelt	DRIVE AWAY	DEALER	NET 30 DAYS

Chassis

Volvo Expedito
Cummins ISM 320 HP Engine
Allison HD4560
20k Front Axle 46 Rears
67,000miles/9,500 Hours
Right Side Steer

Body

Heil Used C-Frame 7000
This body Original to this chassis

Quote Per Unit	\$ 11,900.00**
Chassis A/C Repairs Estimated	\$ 2,200.00
Blade Crack repaired and air leaks/hyd leak repaired	\$1,500.00
Total as is where is would be \$15,600.00	
These figures do not include any arm repair/rebuild & No paint or body work	

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

If you have any questions concerning this quotation, please feel free to contact us.

** This unit is as is where is and no warranty written or verbal applies.

Drew Weil

City Commission Regular Meeting

Agenda Item # 10. k.

Meeting Date: 11/21/2016

Re: Approval of Brothers' Construction Change Order No. 1 - Bid No. 2015-045

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve Brothers' Construction Change Order No. 1 in the amount of \$126,110.98 for the Veterans Memorial Park Stormwater Improvements.

SUMMARY:

The change order includes compensation for bid item overruns, additional field work, and new construction. The new construction is a requirement specified under the Public Awareness component noted within the FDEP 319 and TMDL Grants. A breakdown of the work is included on the attached change order.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Deny and relinquish appropriated State and Federal funding

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works

Fiscal Impact

Budgeted Y/N: N/A
Fiscal Year: N/A
Account: 403-4300-538-3490
Amount: \$126,110.98

FISCAL IMPACT:

The \$126,110.98 shall be encumbered from the SMU Revenue Account No. 403-4300-538-3490. This funding will be utilized as part of the City's required FDEP 319 and TMDL grant match.

Attachments

CA Approved CO No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	11/16/2016 09:40 AM

Finance Department
City Manager
Form Started By: Tracy Telle
Final Approval Date: 11/16/2016

Karen Logue
Nick Mimms

11/16/2016 10:20 AM
11/16/2016 04:44 PM
Started On: 11/09/2016 08:23 AM

CHANGE ORDER NO. 1

VETERANS MEMORIAL PARK

Bid No. 2015-045

DATE: November 3, 2016

CONTRACTOR: Brothers Construction, Inc.

OWNER: City of Fort Pierce

ORIGINAL CONTRACT AMOUNT	:	\$ 1,648,040.00
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	\$ 2,032,810.00
NET CONTRACT AMOUNT INCREASE RESULTING FROM THIS CHANGE ORDER	:	\$ 126,110.98
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	\$ 2,158,920.98
CURRENT CONTRACT EXPIRATION DATE	:	November 10, 2016
CONTRACT EXPIRATION DATE ADJUSTED BY THIS CHANGE ORDER	:	December 31, 2016

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for quantity over-runs of pervious paver sidewalks, sod, curb, 24” RCP drainage pipe, and additional gravity walls with cladding; new work includes the installation of root barriers at newly installed trees; installation of two (2) check valves at the lake outfall pipes to alleviate Indian River Drive flooding, and storm structure riser construction. All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
1. Pervious Brick Paver Sidewalk	SY	343	\$110.00	\$37,730.00
2. Retaining Wall Extension	LF	20	\$207.29	\$4,145.90
3. Bahia Sod	SF	45,811	\$0.28	\$12,827.08
4. Concrete Header Curb	LF	364	\$16.00	\$5,824.00
5. 24” RCP Drainage Pipe	LF	16	\$75.00	\$1,200.00
6. Natural Stone Cladding	LF	218	\$28.00	\$6,104.00
7. 24” Rigid Root Barrier	LF	180	\$22.78	\$4,100.00
8. 15” SS Way Stop Check Valve	EA	2	\$10,780.00	\$21,560.00
9. Control Structure Modification	EA	1	\$4,620.00	\$4,620.00
10. Inlet Riser Modifications	EA	2	\$1,500.00	\$3,000.00
11. FDEP Public Awareness Component	LS	1	\$25,000.00	\$25,000.00
NET INCREASE BY THIS CHANGE ORDER				\$126,110.98

III. JUSTIFICATION:

1. Pervious Brick Paver Sidewalk – The noted bid quantity did not equate to the plan quantity shown on the approved plans.

2. Retaining Wall Extension – The approved plans did not indicate required retaining walls at the outside edges of the seating steps.
3. Bahia Sod – The plan quantity incorrectly identified the sod quantity as 25,000 SF as opposed to the actual required area of 70,811 SF.
4. Concrete Header Curb – The construction of the header curb is required at all crosswalks and paver areas. The original plans identified more curb than what was noted on the bid form.
5. 24” RCP Drainage Pipe – Field conditions warranted an additional 15 LF of 24” RCP drainage pipe.
6. Natural Stone Cladding – The cladding of the columns and retaining walls were initially slated to be manmade veneer, but due to the environmental conditions it was decided to revise the cladding to natural stone.
7. 24” Rigid Root Barrier – Root barrier sheeting was added at all trees where needed to lessen impacts to the paved walkways.
8. 15” Stainless Steel WaStop Check Valves – Installation of two (2) WaStop stainless steel check valves at the two drainage pipes draining run-off from Indian River Drive into the lake. These check valves will prevent back flow from the lake into the Indian River Drive system.
9. Control Structure Modification – Modification of an existing structure located within the Indian River Drive Right-of Way.
10. Inlet Rise Modifications – Due to elevation changes two Type “C” inlets needed to be raised to meet finished grade.
11. FDEP Public Awareness Component – As part of our grant requirement an informational component needs to be added to the park. In this situation we are proposing construction of a pervious paver sidewalk and landing area located south of the park at the southernmost bio-swale. The pervious paver sidewalk will connect to the Indian River Drive sidewalk and the landing area will be equipped with a kiosk describing the benefits of the park’s stormwater features along with a 10’ curved bench and trash receptacle.

IV. PAYMENT:

This change order work will increase the existing contract price by \$126,110.98 and will in part, satisfy the City’s required match as stipulated in the FDEP TMDL and 319 Grants. **Funding shall be encumbered from SMU Revenue Account No. 403-4300-538-3490.**

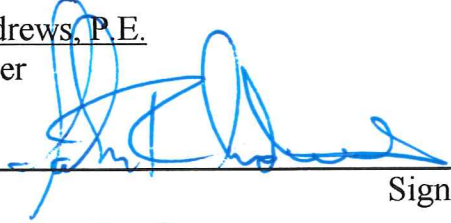
V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

RECOMMENDED BY:

John R. Andrews, P.E.
City Engineer

By: _____



Signature

Date: _____

11/8/16

APPROVED AS TO FORM AND CORRECTNESS:

James M. Messer, Esq.
City Attorney

By: _____



Signature

Date: _____

11/4/2016

APPROVED BY:

Linda Hudson
Mayor

By: _____

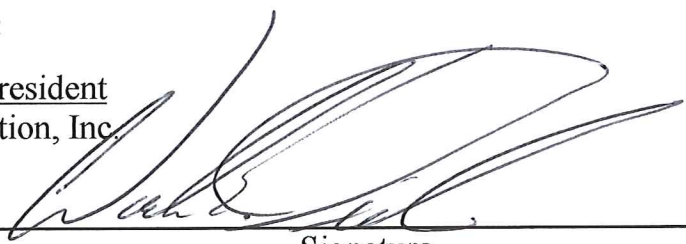
Signature

Date: _____

ACCEPTED BY:

Wade Diekman, President
Brothers Construction, Inc.

By: _____



Signature

Date: _____

11/3/16

City Commission Regular Meeting**Agenda Item # 10. I.****Meeting Date:** 11/21/2016**Re:** Approve the Contract to Sell 500 Orange Ave**Submitted For:** Rebecca Grohall, Director, Planning & Zoning**SUBJECT:**

Approve the contract to sell 500 Orange Avenue in the amount of \$139,000 to 4616 Investment LLC.

SUMMARY:

Staff seeks approval to execute a purchase agreement for real property located at 500 Orange Ave for the property commonly known as the Historic Fort Pierce Post Office. It should be noted that this property is on the National Historic Register and has restrictive covenants that run with the land from when the United States Post Office deeded it to the City of Fort Pierce. The deed and Memorandum of Agreement outlining the restrictive covenants are attached. In essence, the building's exterior cannot be altered in any way that would detract from the structure as it exists and was listed on the National Register. The City recognizes and hereby incorporates all aspects of the agreement. The mural that was transferred "Osceola Holding Court" will remain with the City, where it is displayed in the Lobby.

Four offers were received that offered less than 4616 Investment LLC Proposal, ranging from \$110,000-\$135,000. One offer was for \$160,000 but did not offer a well defined vision for the use of the building.

In Staff's discussion, the proposal supported by Staff offered:

- A well defined vision of the building, with substantive experience from the buyers in a thorough addendum complete with a picture of what the property could be transformed as.
- Buyers live in Fort Pierce
- Supports the vision of the local residents who's top importance is Supporting the Arts through Museums, Music and Culture (Orange Ave Report, page 3) as well as the residents did not want to see additional dollar stores, auto parts lawyer offices and bail bonds (Orange Ave Report, page 8).

Therefore, Staff recommends the City Commission approve the offer from 4616 Investment LLC in the amount of \$139,000.00. If approved, the Mayor would sign the sales agreement, once a deposit is received and a closing date is set - Staff will come back with a Resolution authorizing the sale and ensure advertising to conform with the Charter requirements.

Please note the Memorandum of Agreement with the USPS requires a 90 day notice to the federal government of the sale of the building. If the sales contract is approved, Staff will ensure the notice is completed to be in compliance with the Memorandum of Agreement.

RECOMMENDATION:

Approval of the proposal from 4616 Investment LLC

ALTERNATIVES:

Provide Staff direction on a counter offer with 4616 Investment LLC
Reject the offer

RESPONSIBLE STAFF:

Rebecca Grohall, AICP Planning Director

COORDINATED WITH:

Nicholas Mimms, City Manager
Tony Barnes, Director

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
OTHER INFORMATION:
\$139,000

Attachments

Offer
Orange Avenue Community Report
Deed from USPS to City
Staff review/ranking of offers

Form Review

Inbox	Reviewed By	Date
City Manager	Rebecca Grohall	11/10/2016 12:52 PM
Purchasing	Rebecca Grohall	11/16/2016 11:16 AM
City Manager	Rebecca Grohall	11/16/2016 01:01 PM
City Manager	Nick Mimms	11/16/2016 04:44 PM
Purchasing	Tony Barnes	11/17/2016 09:04 AM
City Manager	Nick Mimms	11/17/2016 09:42 AM
Form Started By: Rebecca Grohall		Started On: 11/10/2016 12:37 PM
Final Approval Date: 11/17/2016		



PARADISE

Commercial Contract

1* 1. PARTIES AND PROPERTY: 4616 Investment, LLC ("Buyer")

2* agrees to buy and City of Fort Pierce ("Seller")

3* agrees to sell the property as: Street Address: 500 Orange Ave, Fort Pierce, FL, 34950

4* _____

5* Legal Description: Amended Plat of BLK 2 of RE- S/D of Receiver's S/D Lot 4 (Map 24/10D) (Or 1613-2457)

6* _____

7* and the following Personal Property: _____

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* 2. PURCHASE PRICE: \$ 139,000.00

11* (a) Deposit held in escrow by First American Title Insurance Company \$ 5,000.00
12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: 2001 9th Ave Suite# 108, Vero Beach, FL, 32960 Phone: (772) 794-9855

14* (b) Additional deposit to be made to Escrow Agent within ___ days after Effective Date \$ _____

15* (c) Additional deposit to be made to Escrow Agent within ___ days after Effective Date \$ _____

16* (d) Total financing (see Paragraph 5) \$ _____

17* (e) Other _____ \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 134,000.00
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before November 21, 2016, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on On or before 02/13/2017 (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* Buyer (Signature) and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* (b) Location: Closing will take place in _____ Indian River _____ County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party
41* financing in an amount not to exceed _____% of the purchase price or \$ _____, with a fixed interest rate
42* not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment
43* or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____
44 years, with additional terms as follows:

45* _____.
46 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any
47* lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49 (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the
50 mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and
52* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left
53 blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.
54 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**
57 **of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be
60 returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
65* deed other _____, free of liens, easements and encumbrances of record or
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) _____;
69* _____;
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
71* Property as _____.

72 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73 and pay for the title search and closing services. **Seller** will, at (check one) **Seller's** **Buyer's** expense and
74* within _____ days after Effective Date or at least 5 days before Closing Date deliver to **Buyer** (check one)
75* (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after
79 Effective Date.
80* (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of
86 title.

87 (b) **Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
88 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

89* **Buyer**  (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90* (2) **Buyer** delivers proper written notice and **Seller** cures the defects within ___ days from receipt of the notice
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt
92 by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have
94 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) **Survey:** (check applicable provisions below)

97* (i.) **Seller** will, within 10 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans,
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

99* _____
100 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this
101 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the
102 date this Contract is terminated.

103* **Buyer** will, at **Seller's** **Buyer's** expense and within the time period allowed to deliver and examine title
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
105 encroachments on the Property or that the improvements encroach on the lands of another, **Buyer** will
106 accept the Property with existing encroachments such encroachments will constitute a title defect to be
107 cured within the Curative Period.

108 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

109 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is"
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.
111 **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has
112 materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer**
114 waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

115* (a) **As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
116 condition.

117* (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 45 days from Effective Date ("Due
118 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's**
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,
120 **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary
121 to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections
126 that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and
127 development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of
128 **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
129 requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
131 purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses,
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any
134 person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage
135 in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written
136 consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and
138 (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the
139 Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's**
140 deposit will be immediately returned to **Buyer** and the Contract terminated.

141 (c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the

142* **Buyer**  and **Seller** () () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148 materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent
149 without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192* Buyer  and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240* Buyer  and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 **(b) Special Assessment Liens Imposed by Public Body:**The Property may be subject to unpaid special
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
249 and radon testing may be obtained from your county public health unit.

250 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear
254 the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**.
255 Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller**
256 will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any
257 insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such
258 proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the
259 **Buyer**.

260 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
261 right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this
262 Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of
263 purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at
264 closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with
265 and assist **Buyer** in collecting any such award.


266* **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is
267* not assignable is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment
268 agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or
269 plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns
270 (if assignment is permitted).

271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**.
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to,
279 a licensed real estate Broker other than:

280* **(a) Seller's Broker:** Coldwell Banker Paradise Hampton Jackson
281 (Company Name) (Licensee)
282* 411 N US 1, Fort Pierce, FL, 34950 (772)461-3250
283 (Address, Telephone, Fax, E-mail)

284* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
285* by **Seller** **Buyer** both parties pursuant to a listing agreement other (specify) _____

286* _____
287* Buyer  and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: Coldwell Banker Paradise Hampton Jackson
 289 (Company Name) (Licensee)
 290* 411 N US 1, Fort Pierce, FL, 34950 (772)461-3250
 291 (Address, Telephone, Fax, E-mail)

292* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
 293* by Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)
 294*

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
 296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
 297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
 298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
 299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
 300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
 301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
 302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.


303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
 304 this Contract):

- | | | |
|--|--|---|
| 305* <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| 306* <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval |
| 307* <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Seller's Attorney Approval |
| 308* <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input type="checkbox"/> Other _____ |

309 **22. ADDITIONAL TERMS:**

310* _____
 311* _____
 312* _____
 313* _____
 314* _____
 315* _____
 316* _____
 317* _____
 318* _____
 319* _____
 320* _____

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
 322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
 323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
 324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
 325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
 326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
 327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
 328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
 329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
 330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
 331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
 332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* Buyer  and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* Stanley A. Synkoski Date: 10/31/2016
339 (Signature of Buyer)

340* Stanley A Synkoski Tax ID No: _____
341 (Typed or Printed Name of Buyer)

342* Title: President Telephone: (301)332-5692

343* Jean A Synkoski Date: 10/31/16
344 (Signature of Buyer)

345* Jean A Synkoski Tax ID No: _____
346 (Typed or Printed Name of Buyer)

347* Title: Vice President Telephone: (772)801-9440

348* Buyer's Address for purpose of notice: 2005 Coconut Dr, Fort Pierce,FL, 34949

349* Facsimile: N/A Email: N/A

350* _____ Date: _____
351 (Signature of Seller)

352* City of Fort Pierce Tax ID No: _____
353 (Typed or Printed Name of Seller)

354* Title: City Manager Telephone: _____

355* _____ Date: _____
356 (Signature of Seller)

357* _____ Tax ID No: _____
358 (Typed or Printed Name of Seller)

359* Title: _____ Telephone: _____

360* Seller's Address for purpose of notice: 100 US 1, Fort Pierce,FL, 34950

361* Facsimile: _____ Email: _____

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362* Buyer Stanley A. Synkoski and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

SYNKOSKI CONTRACT ADDENDUM: 500 ORANGE AVENUE FORT PIERCE, FL

As proud residents of Fort Pierce, Florida for over 10 years we respectfully submit our offer to purchase the property located at 500 Orange Avenue. We see outstanding potential for this historic structure prominently located at the corner of Orange Avenue and 5th St, and our vision for this structure would be to create a unique retail/entertainment/information center that would serve as a shopping and social gathering location for the public.

Fort Pierce offers visitors and residents an abundance of activity choices. Recreational, cultural, artistic, botanical, historic and educational are just a few of the words that can be used to describe activities available to visitors and residents of Fort Pierce.

Our goal in the development of this unique and historic structure would be to create a retail destination that would serve as a gateway and ambassador to the city providing visitors and residents information, essential products, unique retail offerings and services that would enhance the enjoyment of experiencing activities in the area. Product offerings would include recreational products and apparel, basic beachwear and accessories, unique one of a kind jewelry, local crafts and artistic works, handmade candles, purses, fashion accessories, home décor, books, unique holiday cards, decorations and stationary, children's items and much more.

In addition to the retail offerings of the center we plan to offer a selection of some of the most popular local food & beverage items that would include fresh squeezed orange juice, handmade chocolates, fresh made fudge and other items produced by local purveyors in a setting similar to what you may see in a "country store" environment. We may also feature a section of fresh baked breads and pastries delivered daily from local bakers and possibly a small sandwich shop, deli and a fresh made ice cream or gelato offering.

We are also looking to add a small specialty coffee roasting operation selling whole bean and ground coffee bags along with a selection of fresh brewed coffees, teas and made to order espresso based drinks.

While there are still many details to finalize relating to the design elements, concept and product offerings, service style and overall ambience of the experience we feel that our preliminary vision for this building will be a very welcome addition to the area showcasing some of the best that Fort Pierce and the surrounding area has to offer.

We plan to utilize the unique design elements of the current building interior in the development of this "marketplace". We even have plans to maintain the old jail cell in a way where it will become a very unique tourist attraction. I have attached a photo of a retail operation that provides a broad example of our preliminary vision for the design of this space.

The long term success of this venture will be dependent on our ability to create both a "destination stop" for new and returning visitors as well as a daily "gathering and shopping point" for residents and local business and government associates.

To this end I provide a summary of my experience in successfully bringing similar visions to life in other venues. I have been an executive in the hospitality industry for over forty years. I am currently a partner in PremAIR Hospitality Group, LLC a wholly owned subsidiary of the Newslink Group (www.newslinkgroup.net). Our company is a dynamic, innovative, world class, award winning operator of Food, Beverage, Specialty Retail and Newsstand operations in various airports across the United States. I encourage you to view the website highlighted above for more information on this company.

Prior to joining NewsLink I was the Senior Vice President of Development at Host Marriott. I have been involved in the airport concessions industry for over 25 years with responsibility for the development of numerous high profile projects relating to the operation of food, beverage and retail concept offerings in this venue.

Airports are the gateway to the cities and areas they service. The first impression many travelers get of a new destination is often at the airport. Creating a destination themed shopping experience and "sense of place" reflective of the surrounding area is critical to the success of these operations. I can proudly highlight that I have successfully manifested this vision on several occasions and examples of this success can be seen in numerous airports throughout the United States and around the world.

Partnering in this development effort will be Mr. Steve Johnston of 28/20 Design Group. Steve has been a Creative Director and a Designer for over 30 years and has been recognized both nationally and internationally by countless industry medals and awards.

Steve's creative path began in broadcast, working for broadcast television stations from Boston to San Francisco. Steve eventually landed in Atlanta where he created designs and brands for television stations and cable networks around the country and internationally including the 100th Anniversary of the Olympics. Steve eventually made it to Florida where he was one of the original creators of the Golf Channel, which is still one of the most successfully launched private cable networks created today, eventually acquired by NBC/Comcast.

Steve then founded 28/20 Design., an integrated media studio, working with clients that included International Banks, NBC, ABC, Atlanta Olympic Broadcasting, the Discovery Channel, Marriott, Walt Disney World, Hilton Grand Vacation Club, TBS, Coca Cola, Fox Sports, The Hard Rock Café and a host of others.

This broad range of multimedia experience and creative expertise will be an invaluable resource in the design and development of this exciting project. Steve has a passion for restoring and preserving the integrity of historical structures for public use and his creative juices were overflowing the minute he set foot inside this building.



Corporate Filing Payment

Thank you for filing your Corporate document online.
Your confirmation number is 500292414405.
Your charge amount is \$160.00.



e-mail message contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachments may not have been produced by the sender.

From: donotreply@sunbiz.org [<mailto:donotreply@sunbiz.org>]

Sent: Wednesday, November 16, 2016 10:57 AM

To: jhartman@janethartmanpa.com

Subject: Sunbiz.org Payment Receipt

Thank you for submitting your payment to **Florida Department of State, Division of Corporations**. This email will serve as confirmation that your payment was received by our office.

Your filing will be posted on our website <http://www.sunbiz.org/> within 1-3 business days.

The transaction information is listed below:

H616 INVESTMENT, LLC

Receipt Number: 3688787465
Transaction Date/Time: 11/16/2016 9:56:28 AM
Card Number: XXXX XXXX XXXX 8205
Card Type: Visa
Approval Code: 988521
Payment Amount: \$160.00
Document Number: NEW



THE SUNRISE CITY

FORT PIERCE
Florida

Great Corridors,

Great Communities

ORANGE AVENUE REPORT

PLANNING DEPARTMENT

www.cityoffortpierce.com • 772-467-3729

ORANGE AVENUE REPORT

The Orange Avenue corridor historically was a bustling part of Fort Pierce. Shops, salons and markets generated an abundance of activity from residents who lived in the immediate vicinity and beyond, however for some time now, the Orange Avenue Corridor between U.S. Hwy 1 and 10th street has been desolate. Some buildings along this avenue have been sitting vacant for over a decade, and while properties are being purchased by developers, a minimal amount of improvements have been



made. These improvements weren't enough to entice business owners to set up shop in the area.

Beyond the storefronts along Orange Avenue is St. Anastasia's Catholic School. Built in 1914, this structure served as the school house for the St.

Anastasia's Catholic Church that was located on the same block. It suffered a lot of damage from the Francis and Jean hurricanes in 2014. Since then, the City has replaced the roof as well as installed new windows and interior doors during the schools centennial. Though these improvements have been made, the interior remains to be in disrepair. These first steps in its rejuvenation were hopefully stepping stones for new investors to take hold of the project, but with little to no legitimate inquiries the building continues to remain vacant.

The City of Fort Pierce Planning department paid attention to these issues, noting that the Orange Avenue corridor had become a blighted area. It was clear that something needed to be done, however *what* needed to be done was still unknown. In a new effort to build a better relationship with the Fort Pierce community and to serve the surrounding neighborhood, the City planned a community meeting with

the goal of getting feedback on what people would love to see and what their wishes as stakeholders are in this area.

The meeting was held in a vacant store front at 601 Orange Avenue, a building that has seen some activity, but has never been without space to lease. A total of three boards were set up, each with a different theme and question. These conversation stations allowed the participants to write their thoughts and general input. One board posed the question “What is the most important issue we should look at?” and “What is a *deal breaker* – what things do you not want to see?” The other turned its attention to the redevelopment of St. Anastasia’s School House and asked “What do you think the City should do with St. Anastasia’s to turn it back into a functional (non-vacant) property?” The third board was interactive, prompting residents to use three stickers and place them next to the item or activity that was most important to them such as street scaping, arts, music and culture, grocery stores, retail, etc. and give immediate visual feedback.



The responses were overflowing. While a number of suggestions were made from additional lighting and beautifying the area to redeveloping St. Anastasia’s into a high-end homeless shelter, the overwhelming response was in the category of the arts. Each board showed an abundance of suggestions on the topic. So much so that the interactive board literally had stickers reaching off the sheet in support of the subject. One participant spoke about transitioning the school into low cost artist housing, creating a live/work environment. For the area around it, outdoor events such as concerts and pop-up markets. The community also wanted to see more identity in the corridors culture. Museums, cultural arts centers and performing arts centers were proposed.

Another topic of discussion was an effort to spruce up the corridor. One participant wrote “Clean up this area and make it look nicer” followed by the comment “Lighting and street scape to enhance neighborhood.” One person was even quoted saying “The area needs a facelift.” This was supported by many notating Code

Enforcement as an item that was very important to them.

Arts – Museums, Music & Culture	19%
Street Scaping additional landscaping, lighting and/or benches	10%
Historic Preservation	10%
Job Creation	9%
Restaurants	8%
Safety	4%
Single Family Housing	4%
Grocery Store	4%
Neighborhood Identity	3%
Bars	3%
Increased Police Presence	3%
Parks – Neighborhood Pocket Parks	2%
All other items (Parking, Basketball Court, Offices, Childcare, etc.)	2% or less

Security of the area was expressed in many forms. “Safety” and “Police Presence” was continually selected when asked “What is most important to you?” Surveillances cameras were also suggested. Arguably, these concerns could correlate with the suggestion of lighting which was notated several times throughout each board.

While the participants were able to voice what they would love in the area, they also were able to say what they

absolutely did not want. “Dollar Stores”, discount retail and the like were strongly opposed. One resident wrote “Please, God. No more!” and “No more Dollar Stores Please” next to the notion. Also opposed were lawyer offices and bail bond establishments. While these were written, items that received no votes on the “What is most important to you?” board were auto part stores, gas stations, bus routes and salons/barber shops.

In addition to the boards, a short survey was given to each participant. While the boards focused on the future, the survey focused on the present, asking about the things they currently liked and disliked about the area. The traffic flow for pedestrians as well as cars was written. The peacefulness of the area and small town atmosphere was appreciated. Again, the vacant store fronts, the current shape of the buildings and lack of culture were prominent throughout the surveys when asked what was disliked. The surveys also helped to gather feedback on the historic post office and perhaps a new name for the corridor. Besides basic retail, many wanted to see the post office turned into a Fort Pierce memorabilia shop or information stop. Youth centers and a fun spot for teens were written several times.

Ideas for a corridor name ranged from Pineapple Causeway, Unity District, Sunrise District to Arts District, Peacock District (Peacock Arts District), and Cultural District.

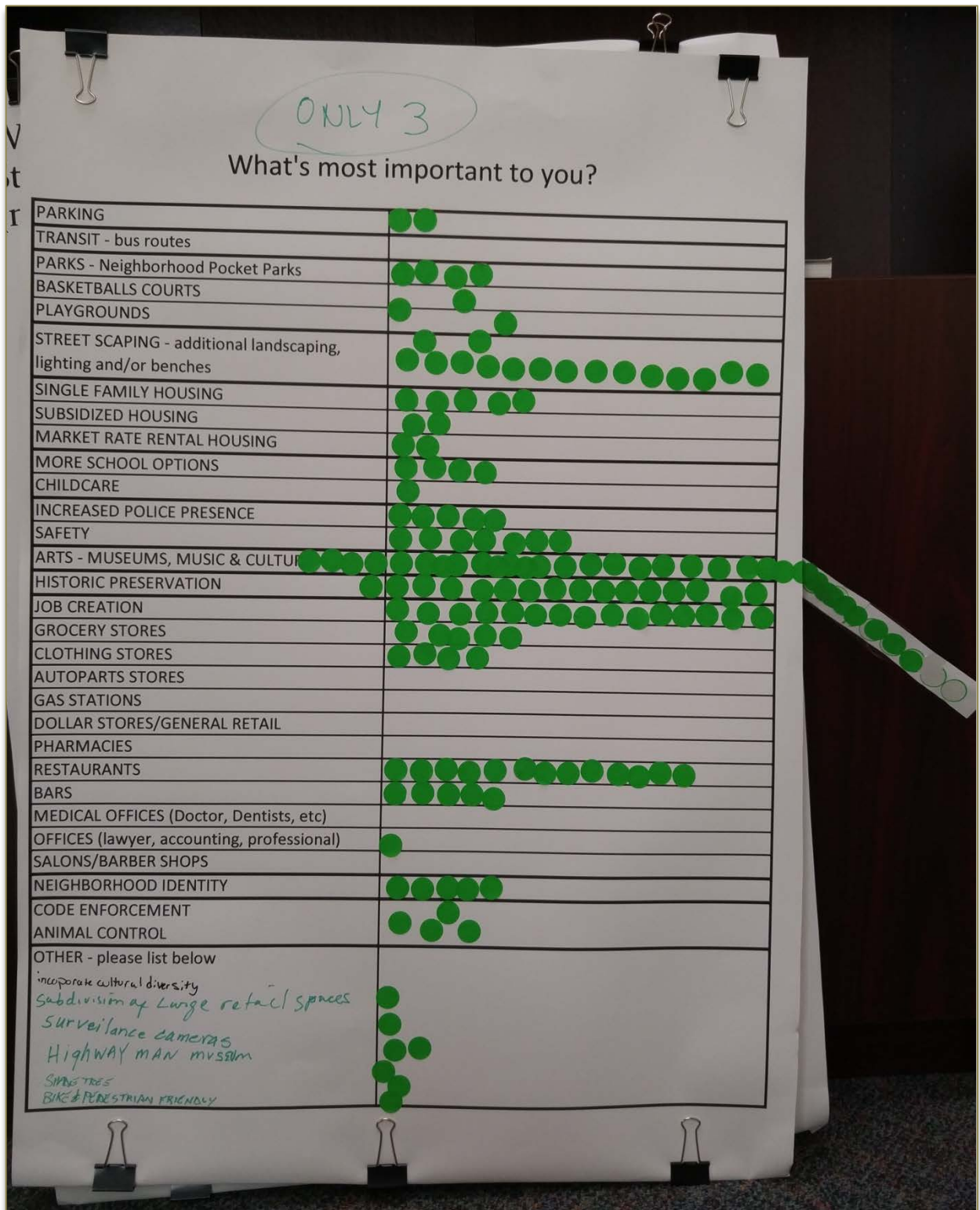
So, what's next? The Planning department intends to embark on the five most important issues that were noted in the meeting: Arts (Museum, Music & Culture), Street Scaping, Historic Preservation, Job Creation and Restaurants. For each item, short term as well as long term goals will be developed to execute each task.

All the suggestions were very valid and justified, and these concerns were prominent enough that over 50 to 60 people showed to give their opinion. It is very safe to say that the conclusion from the data, as well as the conversations had with all participants that the Arts is a subject that is deeply desired. The support for something that will bring music, culture and artist to this area was overwhelming. While this is something that the City can put effort into to bring the idea to fruition, many of these items discussed can create what City Planners call "The Domino Effect". One achievement in a neighborhood can trigger multiple actions. Something as minimal as street scaping can beautify an area and make a business owner take notice and begin to think of the possibilities of expanding in this neighborhood. One cultural or music event around the St. Anastasia School can spark many, making artists and viewers walk the area and become familiar with it. The success of these events may inspire an artist to open a gallery. Higher traffic could spark the demand for restaurants and retail. The desire to live close to these activities may prompt a residential demand. The knowledge of what the community wants for this area helps the City seek grants that are very specific to its needs. Public Works can provide more landscaping and maintain it to beauty the area. Code Enforcement can pay close attention to areas that may need additional consideration. The City can work with Fort Pierce Utilities Authority can develop a plan to provide additional lighting along the corridor and side streets. All of these things and more can be monumental in transforming Orange Avenue from a blighted, desolate area to an attractive, vibrant corridor.

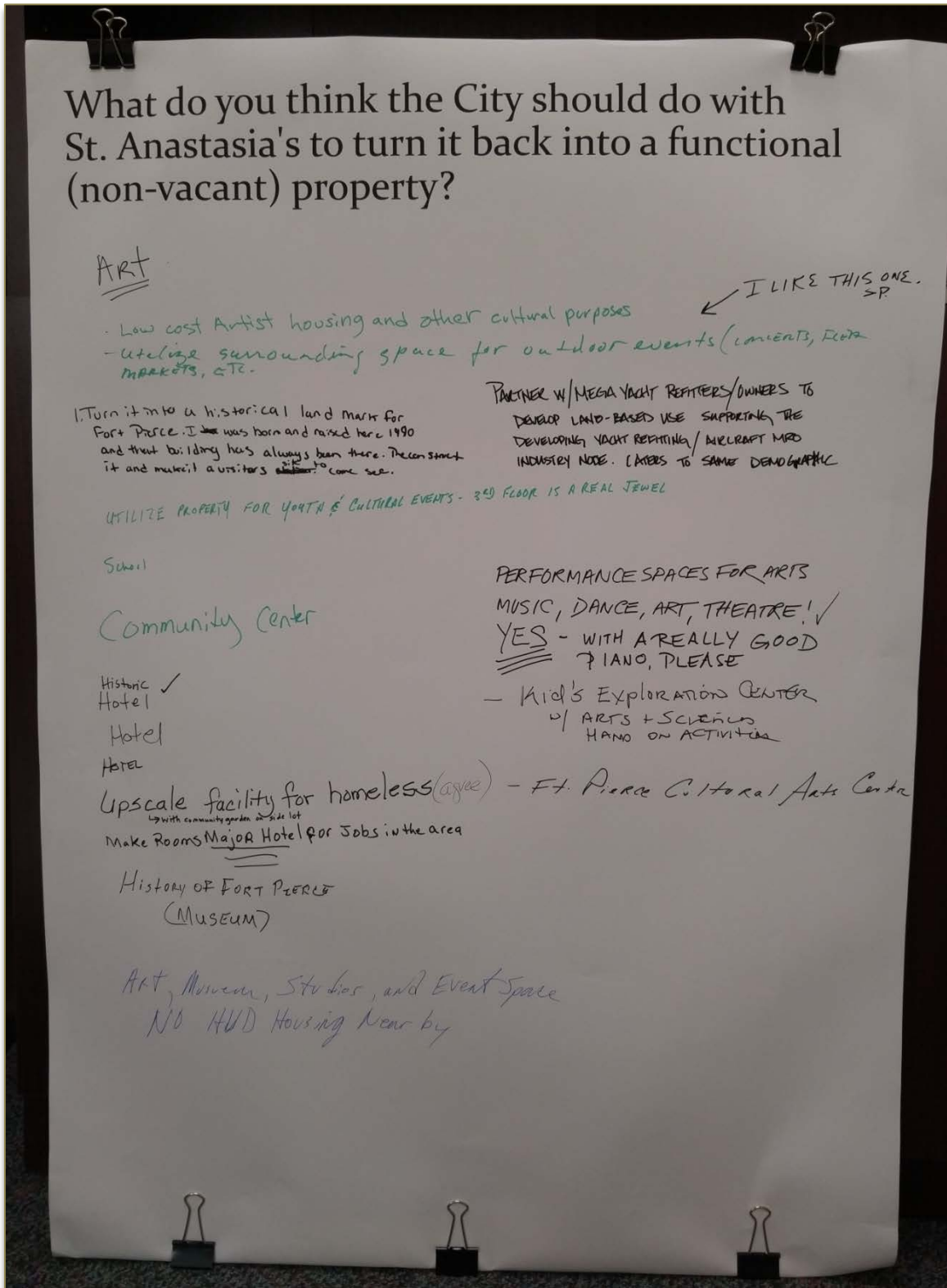
Appendix

1. “What is most important to you?” conversation board
2. “What do you think the City should do with St. Anastasia’s to turn it back into a functional (non-vacant) property?” conversation board
3. “What is the most important issue we should look at?” and “What is a ‘dealbreaker’ – what things do you not want to see?” conversation board

1.



2.



3.

What is the most important issue we should look at?

Code A SAFE & CONFORTABLE & ACCESSIBLE WAY TO CROSS US 1 @ DOWNTOWN - NO MID BLOCK CROSSING = GOOD PEACOCK

CREATING & STREET SCAPE TO ENHANCE NEIGHBORHOOD

Protect the Peacocks, w/ signs and make a speed bump or 2

Create a 'receiving area' bounded by Orange, Delaware, US1 & the fir density/intensity for a Historic Preservation TDE. Create the quality/population you want for the area immediately west of US1

The look of the area to Downtown Roads the landscape needs a facelift

1. Cleaning up this area and making it look nicer. Reach out to the creole/Spanish community because we are the main ones who came to this part of town. Make sure the city cleans the area well.

- **SUSTAIN CULTURE**
add cafes, music, arts

CAFES & COMMERCIAL DISTRICT, small mom & pop type operations

PRESERVE & PROMOTE HISTORIC CHARACTER

DOG PARK

Code enforcement

Clean up vacant buildings

Attract businesses

time lights (traffic)

FILL OR SELL EMPTY BLDGS. CREATE BEAUTY

Parenting class and daycare

SOLAR LIGHTING for NEIGHBORHOODS (WEST OF US1) - promote safe places for people to exercise paths running/walking track

MORE site light for Businesses (such as Christmas ~~and~~ white lights)

More landscaping

Doel center

need to spruce up vacant ~~store~~ store fronts

HISTORIC PRESERVATION - STOP THE DEMOLITION OF HISTORIC STRUCTURES!

MAKE THE PEACOCKS A VISITORS' FOCAL POINT INCLUDING ORAIN RESIDENCE + HABITAT - MAKE SPEED BUMPS + ERECT SIGNS "PEACOCK CROSSING?"

Parking JOB CREATION

SAFETY IN THE LINCOLN PARK AREA - IT REFLECTS TO ALL OF THE TOWN.

What is a "dealbreaker" - what things do you not want to see?

more dollar stores + parts can PLEASE GOD NO MORE

Drug dealers

People with dogs that are tied up 7/24

No more bars

create more small businesses with affordable rent

stop catering to the snowbirds!!

DESTRUCTION OF HISTORIC CHARACTER. ITS WHAT MAKES THIS PLACE SPECIAL - VALUABLE → KEEP FORT PIERCE FUNNY.

NO MORE CRAZY CARS & RAILS BOUND!! AMEN!

help the area to get a new face lift help the building restore the Historic Area. Cater some to the area connecting to downtown

Stop opening businesses that the community won't use but something that is useful.

"PORT Activity!"

Cruise ships

- Commercial - Big box stores

SHADE TREE PARK, BIKE & PEDESTRIAN FRIENDLY

**MEMORANDUM OF AGREEMENT
AMONG
THE UNITED STATES POSTAL SERVICE
THE FLORIDA STATE HISTORIC PRESERVATION OFFICER
AND THE
CITY OF FORT PIERCE, FLORIDA
FOR THE CONVEYANCE OF THE
HISTORIC DOWNTOWN FORT PIERCE POST OFFICE**

WHEREAS, the United States Postal Service (USPS) is conveying in fee simple the Historic Downtown Fort Pierce Post Office ("Property"), located at 500 Orange Avenue, City of Fort Pierce, County of Saint Lucie, State of Florida to the City of Fort Pierce, a municipal corporation ("Buyer"), and

WHEREAS, the Property was built in Spanish Revival style in 1935 and has been listed in the National Register of Historic Places for its significant architecture, art and its place in the downtown life of Fort Pierce, and

WHEREAS, the interior of the Property contains a mural commissioned by the Section of Fine Arts (Section), Public Buildings Administration, Federal Works Agency, entitled "Osceola Holding Court with his Chiefs". The Section mural, painted by Lucille Blanch in 1937 and installed in the Property in 1938, is currently being restored by the U.S.P.S. and will be placed back in the Property; and

WHEREAS, the USPS has determined that conveyance of the Property and subsequent actions taken by the USPS to remove and partially return character-defining historic features of the building (listed in Exhibits "A" and "B") constitutes adverse effects on this historic Property, and has consulted with Florida State Historic Preservation Officer (SHPO) and the City of Fort Pierce pursuant to the regulations 36 CFR Part 800, implementing Section 106 of the National Historic Preservation Act (NHPA, 16 U.S.C. 470f), and

WHEREAS, the Advisory Council on Historic Preservation is not formally participating in the consultation process regarding the transfer of the Historic Downtown Fort Pierce Post Office by the U.S.P.S. pursuant to 36 CFR Part 800.2(b)(1), but has provided assistance in the development of this Memorandum of Agreement in accordance with 36 CFR Part 800.2(b)(2); and

WHEREAS, the City of Fort Pierce has adopted the Secretary of the Interior's Standards for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, and Reconstructing Historic Properties, in Chapter 23, Sections 23-4 and 23-45 of the City Code of Ordinances, as applying to all historic properties designated within the City of Fort Pierce;

WHEREAS, the National Trust for Historic Preservation (NTHP) requested to be a consulting party to this transfer, and has been invited to concur in this Memorandum of Agreement (MOA);

NOW, THEREFORE, the USPS, the Florida SHPO, and the City of Fort Pierce agree that the conveyance of the Property shall be carried out in accordance with the following stipulations in order to take into account the effect of the conveyance on the Property.

STIPULATIONS

The USPS shall ensure that the following measures are carried out:

1. Covenants: The covenants attached hereto as Exhibit "C" (Covenants) will be included in the transfer instrument and promptly recorded in the real estate records of Saint Lucie County, State of Florida, for the sale of the Property.

2. Significant character-defining features:

a) The property is a 1935 Spanish Revival style building built as a post office to serve the City of Fort Pierce, and served in this role until it was closed by the USPS. Most of its character-defining historical features are those associated with the structure's role as a post office, and include the Section mural "Osceola Holding Court with his Chiefs" as well as a number of internal standard post office fixtures such as brass post office boxes, mail slots, tables, customer service windows and furniture, etc. These original features are shown in the original documents for the nomination of the building to the National Register of Historic Places (dated April 18, 2001 and attached to this Agreement as Exhibit "A").

b) Many of these original features are shown in the original documents for the nomination of the Property to the National Register of Historic Places. A number of these features have been altered by the USPS by their removal. Such alteration has impacted the identifying characteristics as originally shown in the nomination forms. The altered state of the internal character-defining historical features are recorded in photographs taken of the Property's interior on October 3, 2002 along with an inventory list of unreturned items, and attached to the Agreement as Exhibit "B".

c) The USPS has made every reasonable effort to locate, return, and restore to the Property these items that it removed and sold that are considered to contribute to the Property's historic significance (as noted above and described and noted in the National Register of Historic Places Registration Nomination Form dated April 18, 2001 and attached to this Agreement as Exhibit "A", and as recorded in photographs of the Property interior on October 3, 2002 and an inventory list of unreturned items attached to this Agreement as Exhibit "B")

3. The Section of Fine Arts Mural:

a) The Section of Fine Arts mural "Osceola Holding Court with his Chiefs" shall be placed permanently back in the Property, as soon as practical following its restoration, but shall remain the Property of the USPS.

b) The City of Fort Pierce, as initial caretaker of the mural, agrees to maintain and preserve the mural in accordance with the Covenants, any applicable National Park Service guidelines, and the provisions contained in this MOA.

c) The City of Fort Pierce shall provide the USPS with a minimum of ninety (90) days written notice of its intent to transfer title to the Property to any third party, so long as the Section mural is located in the Property.

4. Amendments to, and termination of, this MOA

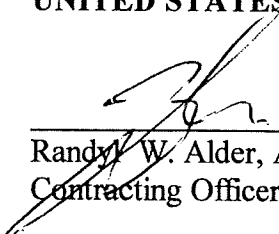
a) If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment. The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. Such amendment of the MOA shall not affect the protective covenants appended to the MOA and recorded in public records along with any deed or other instrument transferring or divesting fee simple title or any lesser estate in the property or any part thereof.

b) If such efforts at amending the MOA fail, the ACHP may be asked by any signatory to this MOA to review the terms of the MOA and its implementation by the USPS. If the ACHP determines that the terms of the MOA are not being carried out, the MOA will be terminated. If the MOA is terminated for any reason, the USPS shall request Council comments per 36 CFR Part 800.7(a)(1). The Postmaster General will then take those comments into account and respond per 36 CFR Part 800.7(c)(4).

Execution of this MOA by the USPS, the Florida SHPO, and the City of Fort Pierce and implementation of its terms evidences that the USPS has taken into account the effects of the conveyance on the Property.

SIGNATORIES:

UNITED STATES POSTAL SERVICE



Randy W. Alder, Asset Management
Contracting Officer authorized by USPS

Date 11-8-02

EXHIBIT "C"

PROTECTIVE COVENANTS

In consideration of the conveyance of certain improved real Property hereinafter referred to as the Historic Downtown Fort Pierce Post Office ("Property") located at 500 Orange Avenue in Fort Pierce, St. Lucie County, Florida, which is more fully described as:

Lot 4 of Block 2 of amended Plat of Block 2. Resubdivision of Receivers Subdivision of Block "L" of Lee's Map of the City of Fort Pierce, Florida. Said amended Plat being recorded in Plat Book 7, page 22, St. Lucie County, Florida public records.

Buyer hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Florida State Historic Preservation Office to maintain and preserve the Property as follows:

1. To preserve and maintain the Property in a manner that preserves the character defining historic features of the exterior and interior of the building in substantially the same condition received at the time of sale in order to preserve and enhance the qualities that make the Property eligible for listing on the National Register of Historic Places ("National Register")
2. Buyer has received the Property with certain interior features of the structure in an altered state from that of the date the Property was accepted onto the National Register of Historic Places. Buyer shall not be responsible for the altered state of the interior as received, nor shall Buyer be required to perform any remedial restoration of the interior.
3. That no alteration, remodeling or other work that relate to the characteristics that qualify it for inclusion to the National Register and that would further diminish the historic integrity of the Property shall be undertaken or permitted to be undertaken without prior consultation with, and permission from, the Florida State Historic Preservation Officer ("SHPO"), such permission shall not be unreasonably withheld.
4. The Section of Fine Arts mural "Osceola Holding Court with his Chiefs" is on permanent loan from the USPS to Buyer, as an integral character defining historical feature of this Property. The USPS shall retain all ownership rights. The Buyer shall take any and all reasonable steps to ensure the preservation and protection of the mural. At the end of every two calendar years the Buyer shall inform the USPS of the state of the mural. The USPS has the right to inspect the mural at any time, and should it find that the mural is not being cared for in a manner consistent with applicable Federal guidelines, the USPS has the right to take any and all remedies to force the Buyer to preserve and protect the mural.

5. That the Florida SHPO or authorized representative thereof shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being observed. Prior to said inspection; the SHPO shall furnish properly written notification to the Buyer of its intent to inspect the Property.

6. That these covenants are binding on the Buyer, its heirs, successors, and assigns in perpetuity. Restrictions and covenants contained herein shall be incorporated into any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any part thereof;

7. That the failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time; and

8. That these covenants shall be a binding servitude upon the real property that includes the Historic Downtown Fort Pierce Post Office ("Property") and shall be deemed to run with the land.

These covenants shall constitute conclusive evidence that the Buyer agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

PO Box Wooden Frames Returned

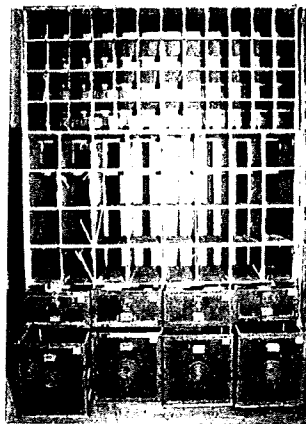
PO Box Wooden Frames Missing

10/03/02

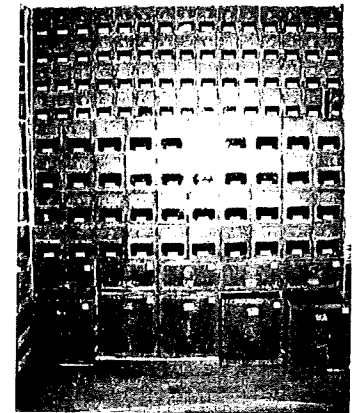
<u>size (in.)</u>	<u>qty</u>	<u>size (in.)</u>	<u>qty</u>
33 x 62	0	33 x 62	3
45 x 62 (A & B)	2	45 x 62	1
56 x 62 (C)	1	56 x 62	2
<i>Total</i>	<i>3</i>	<i>Total</i>	<i>6</i>



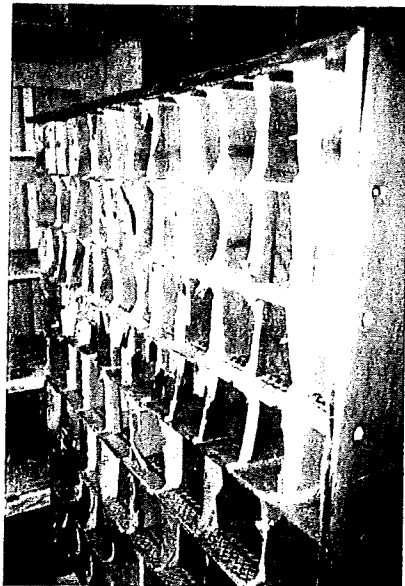
Box Frame A



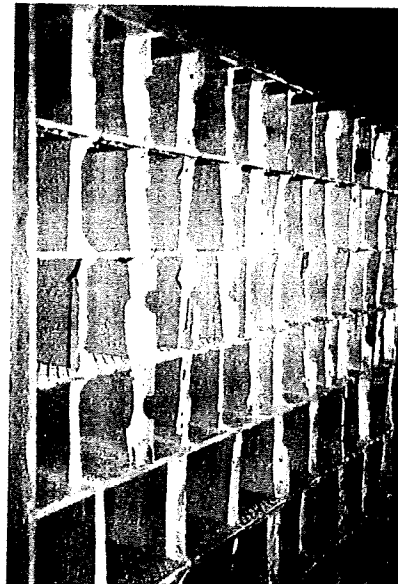
Box Frame B



Box Section C



Damage to Frame A



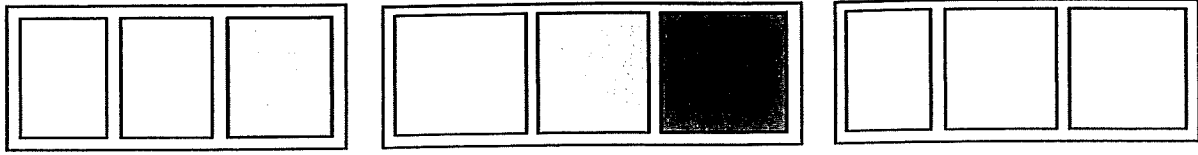
Damage to Frame B



Detail, Frame A

Pattern of PO Boxes Returned and Missing

10/03/02



(South)

A

B

C

(North)

KEY



Opening in west wall of box lobby: (3) at 111", 157", and 134" wide each, from south to north



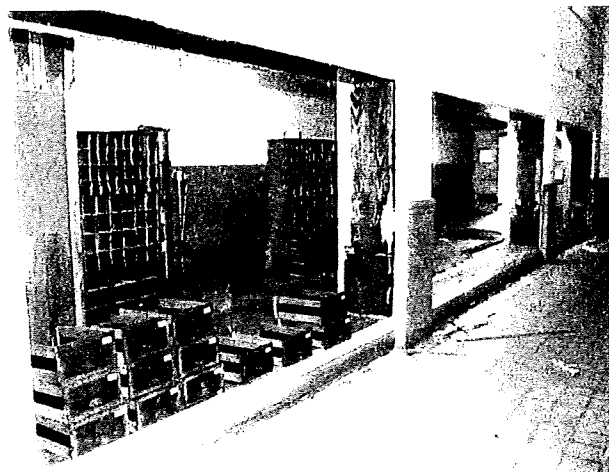
Space for missing PO box frame



Space for returned PO box frame, damaged, doors removed, some drawers present: A & B



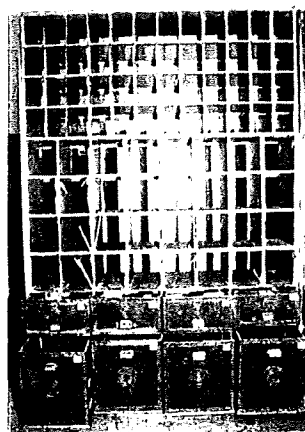
Space for returned PO box section (frame with doors mounted and all drawers present): C



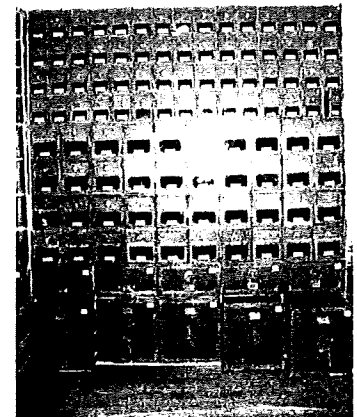
West wall of box lobby looking northwest (10/03/02)



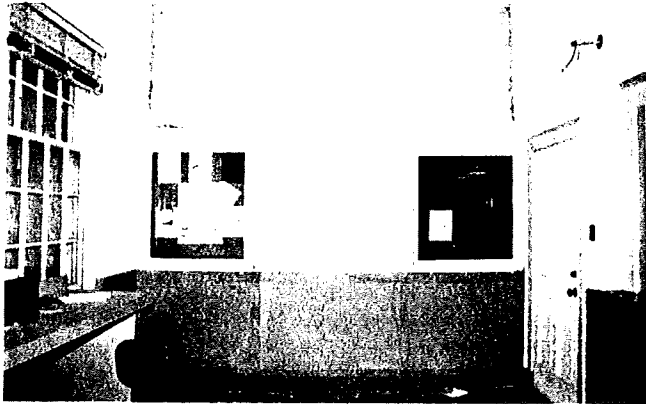
Box frame A



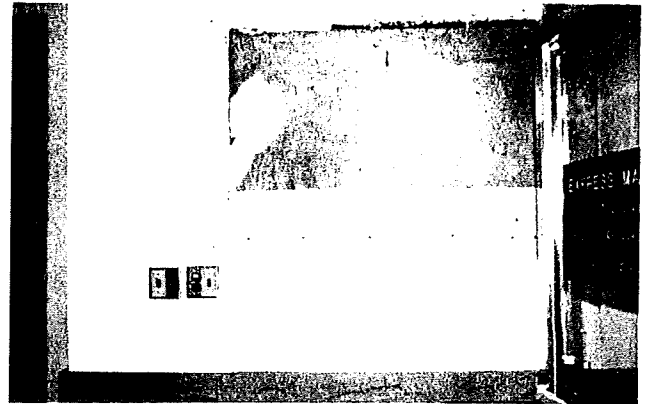
Box Frame B



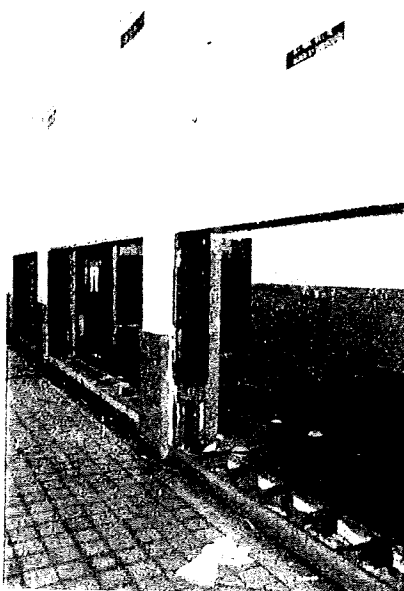
Box Section C



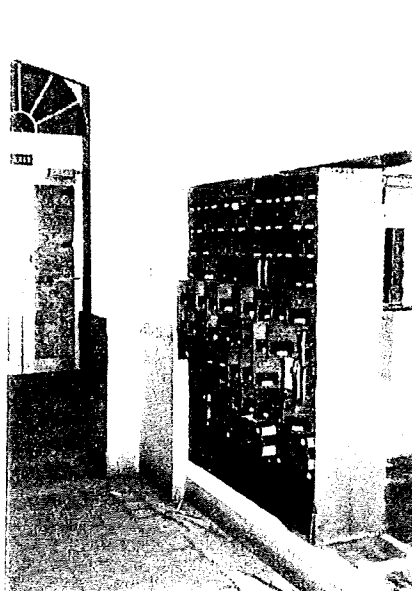
Customer Service Lobby (mural under restoration)



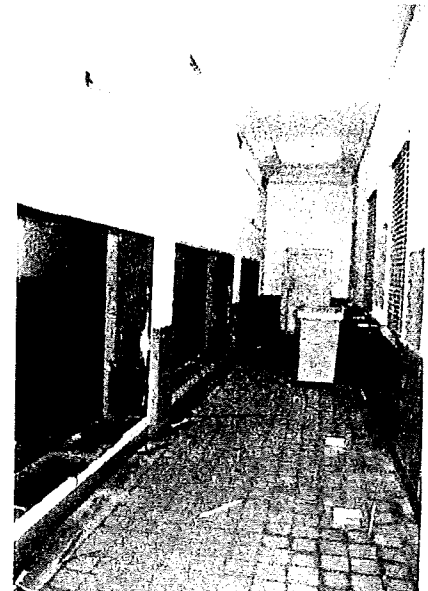
Foyer, south wall with missing bulletin board



Box lobby, looking southwest



Mispositioned box section C



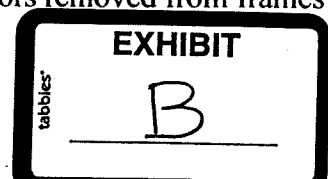
Box lobby, looking northwest

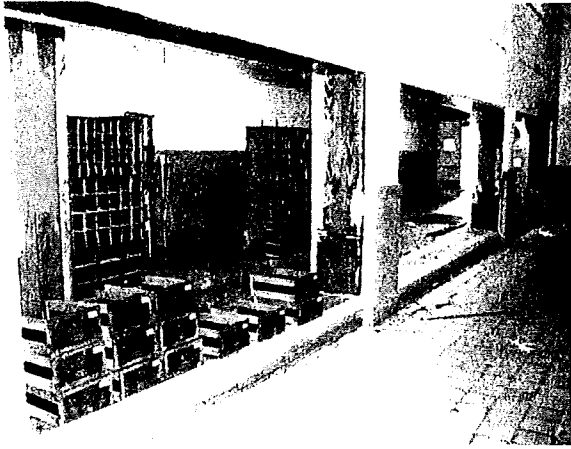


Cart with loose box doors

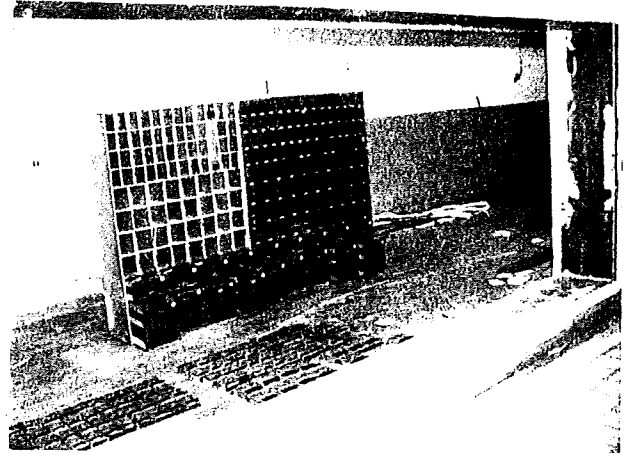


Basket from cart, with loose box doors removed from frames

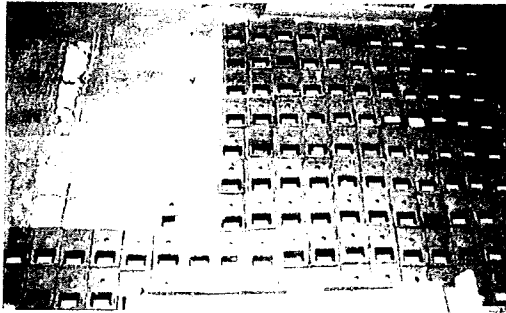




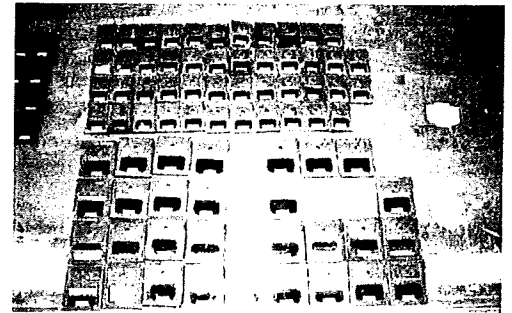
South opening, box lobby west wall



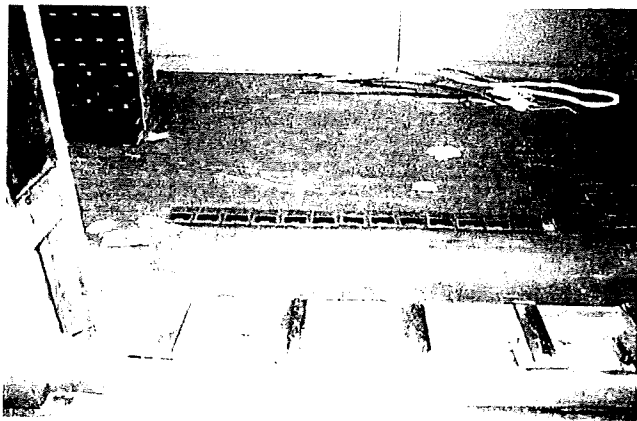
Center opening, box lobby west wall



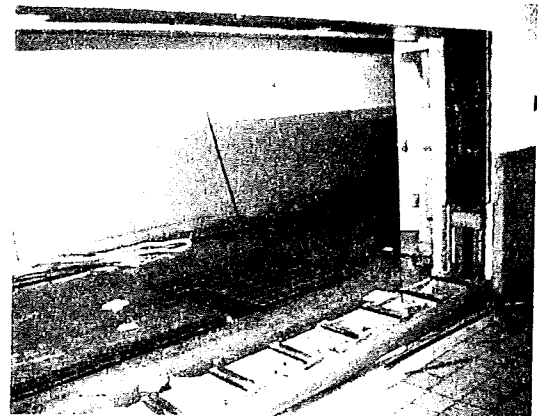
Boxes from south opening, south end



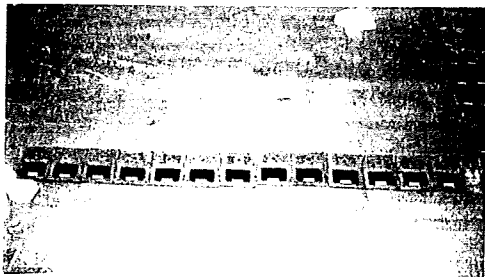
Boxes from south opening, frame A



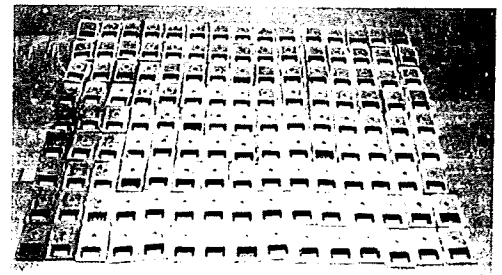
North opening, boxes from south end



North opening, north end



Boxes from north opening, south end



Boxes from north opening, north end

PO Box Brass Fronts Returned

PO Box Brass Fronts Missing

10/03/02

size (in.)

#1 (3 1/2 x 5) 414

#2 (5 1/2 x 6) 83

#3 (11 x 6 drawers) 23

#4 (11 x 12 drawers) 9

Total 529

size (in.)

qty

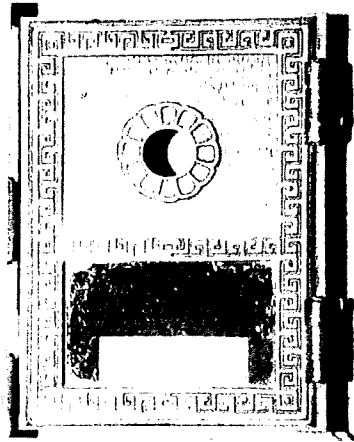
#1 (3 1/2 x 5) 183

#2 (5 1/2 x 6) 117

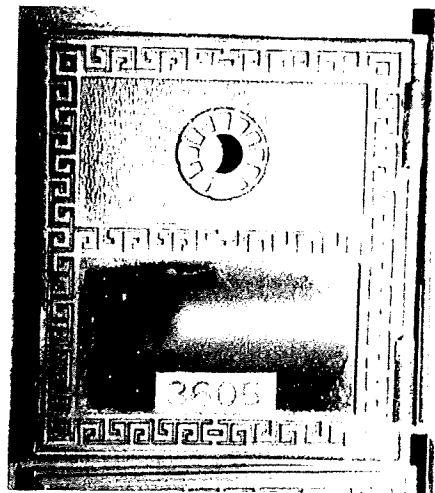
#3 (11 x 6) 59

#4 (11 x 12) 9

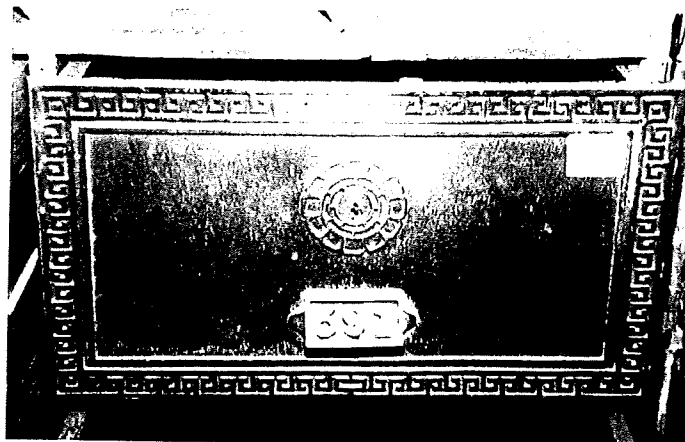
Total 368



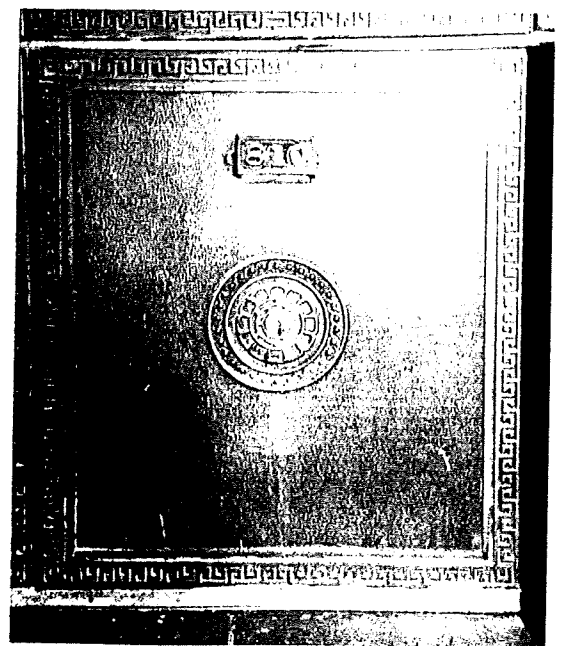
#1 Door



#2 Door



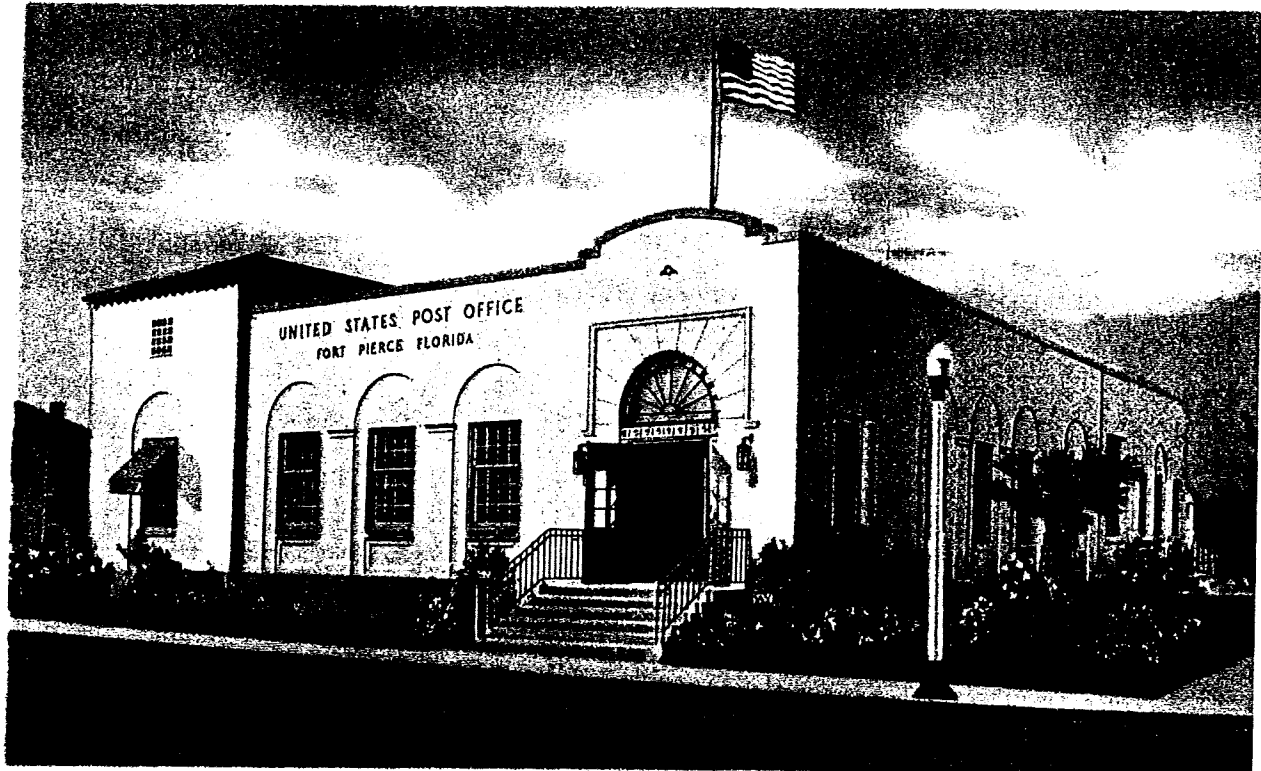
#3 Drawer



#4 Drawer

OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA

F.P. 25 U. S. POST OFFICE, FORT PIERCE, FLA.

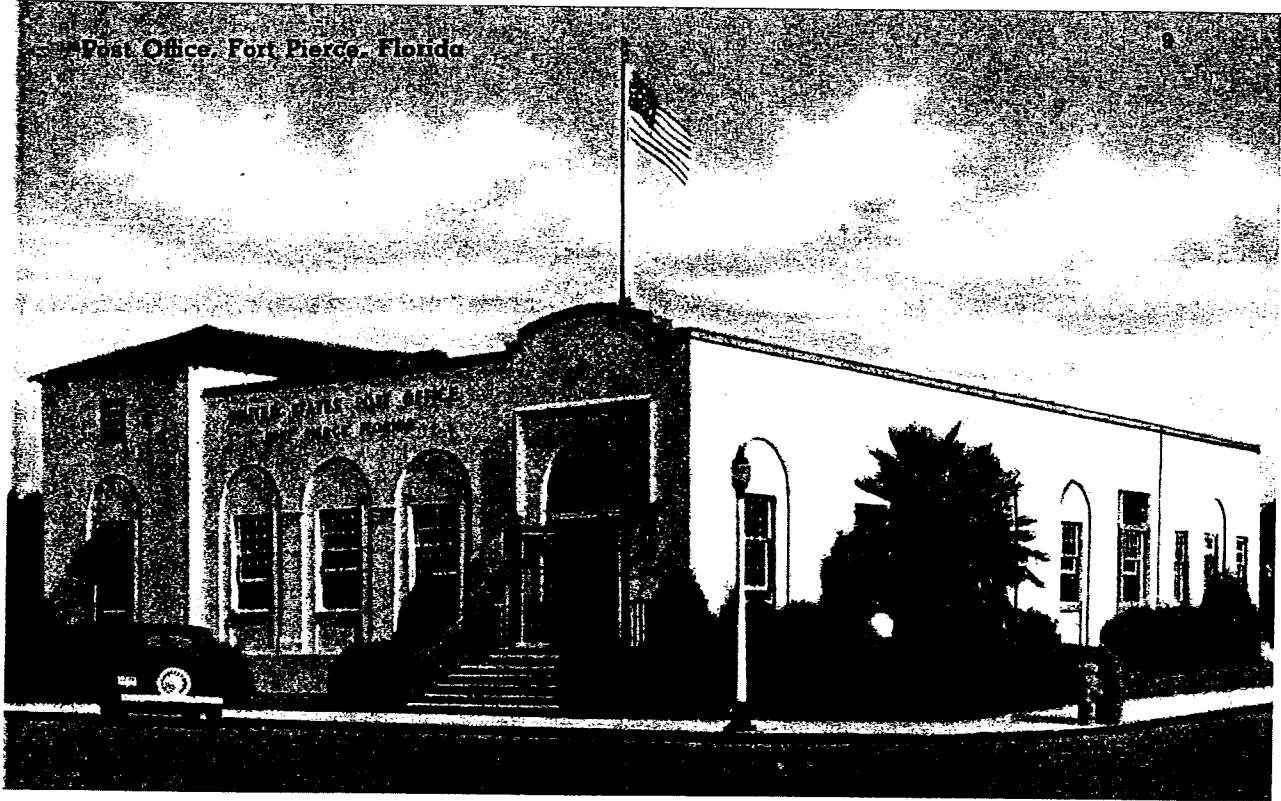


7A-H145

Attachment 1 of 3

South elevation from a picture postcard of the late 1930's.
Courtesy of Main Street Fort Pierce.

OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA



Attachment 2 of 3

South elevation from a picture postcard of the early 1940's.
Courtesy of Ramon Trias.

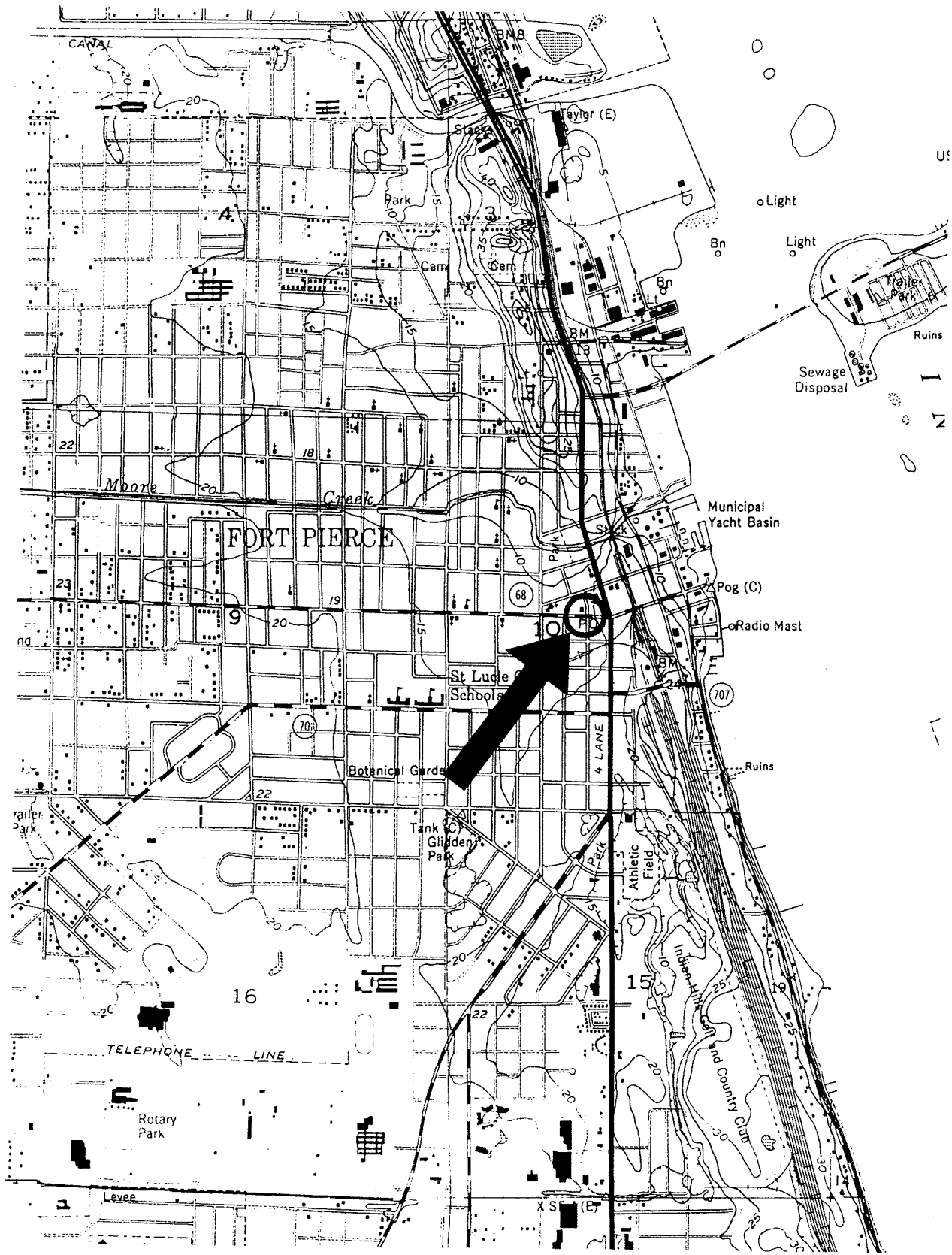
OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA



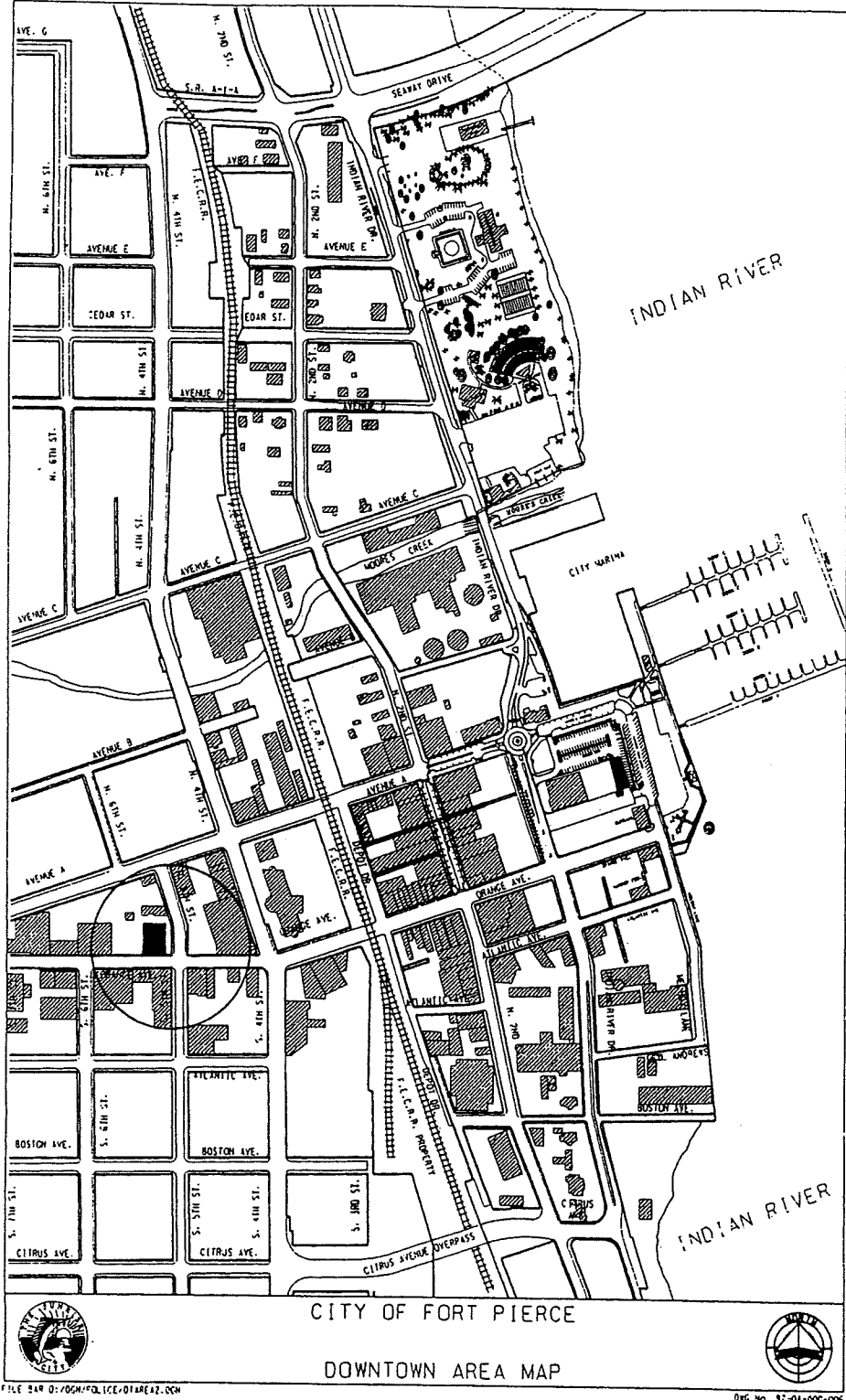
Attachment 3 of 3

“OSCEOLA HOLDING INFORMAL COURT WITH HIS CHIEFS”

Mural in Old Post Office Lobby, by Lucille Blanch, 1938.



OLD POST OFFICE
Location on USGS map, Fort Pierce Quadrangle, FL, St. Lucie County; 1983.

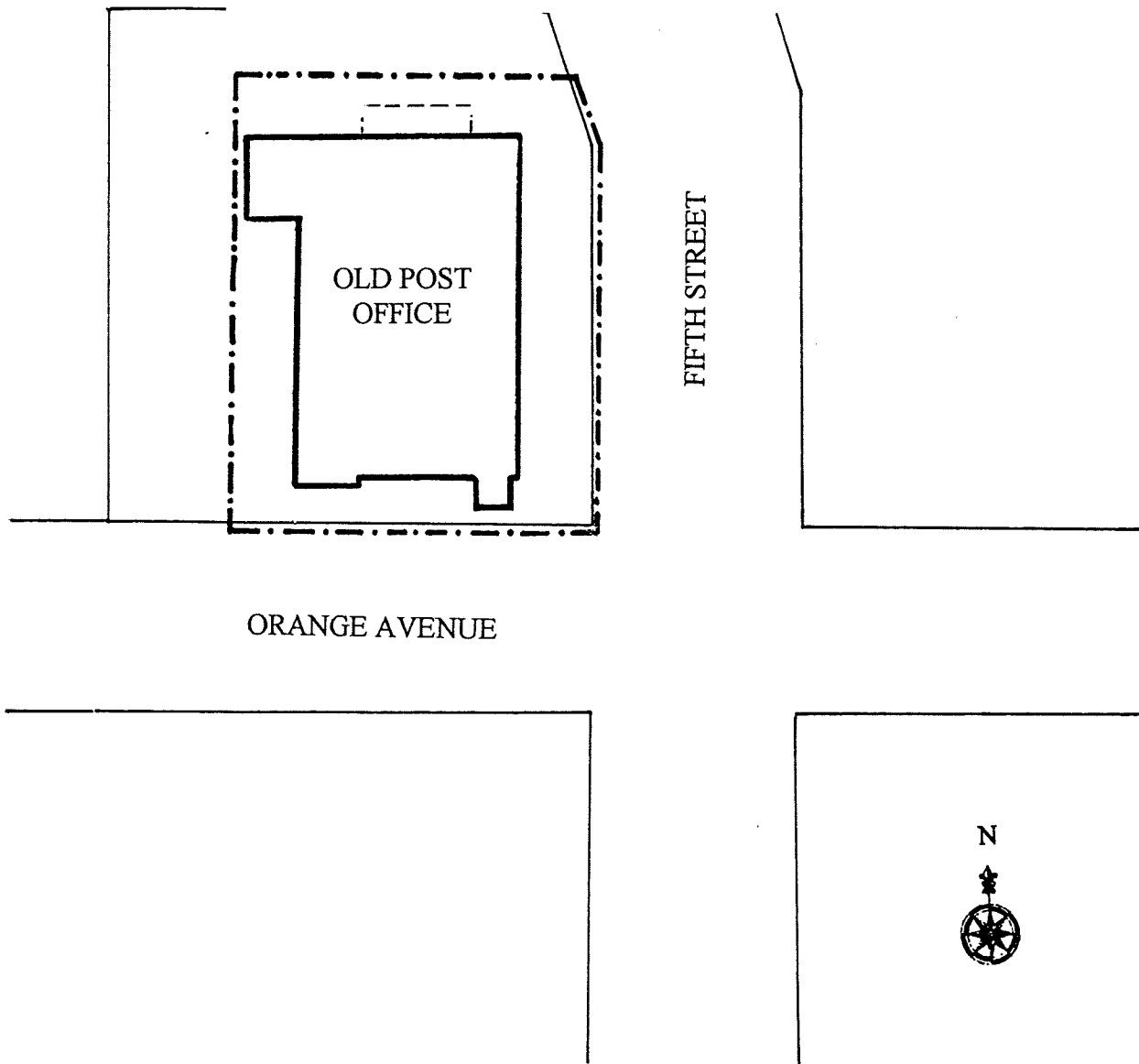


Location of OLD POST OFFICE, Fort Pierce, St. Lucie, Florida

per Barbara Mattick =
4/17/01:

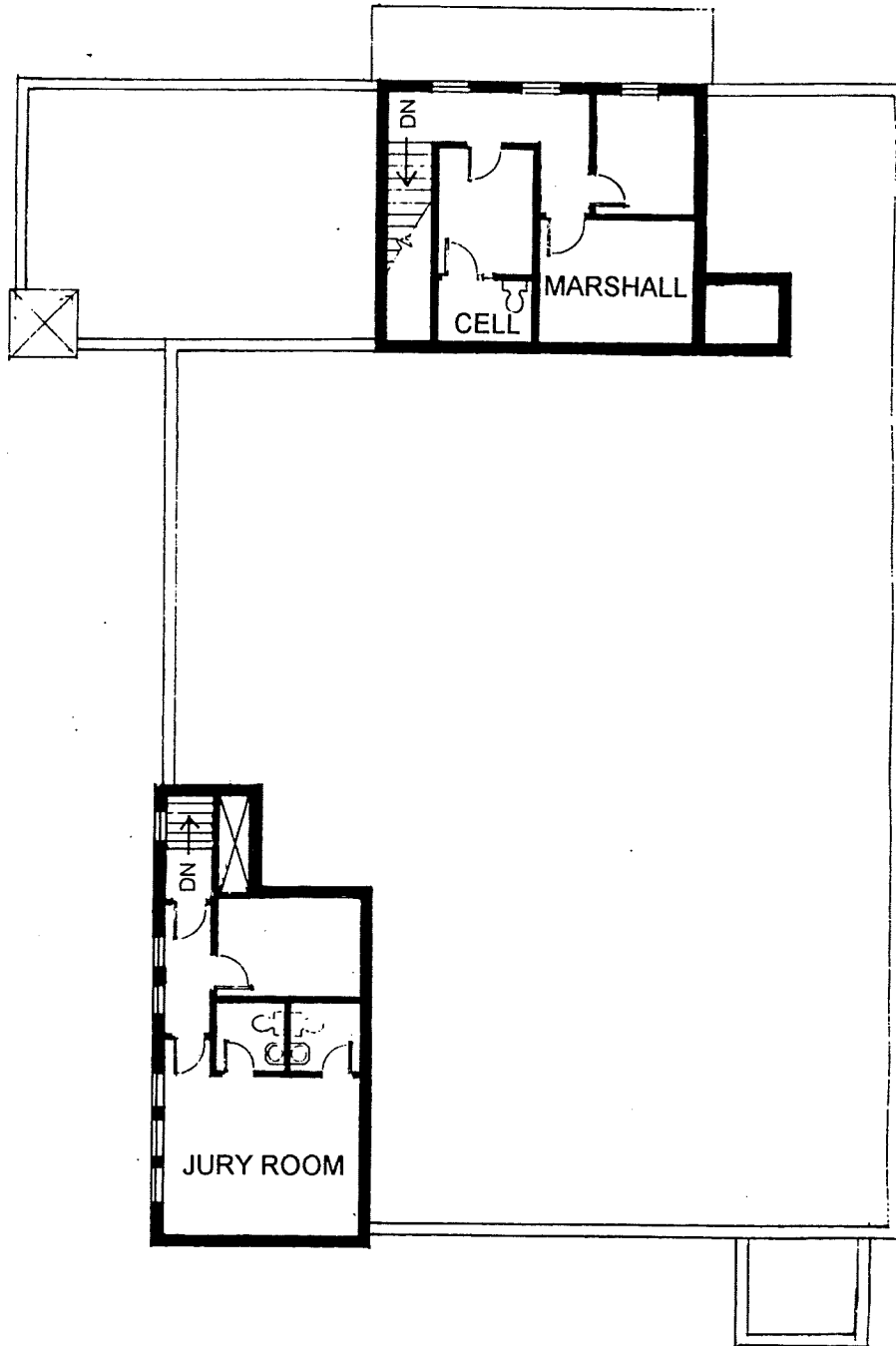
Change boundary to
encompass the lot (normally
50) and also boundary
description.

BA



SITE PLAN
OLD POST OFFICE, Fort Pierce, St. Lucie, Florida
- - - - = Boundary Line Approximate Scale: 1" = 500'

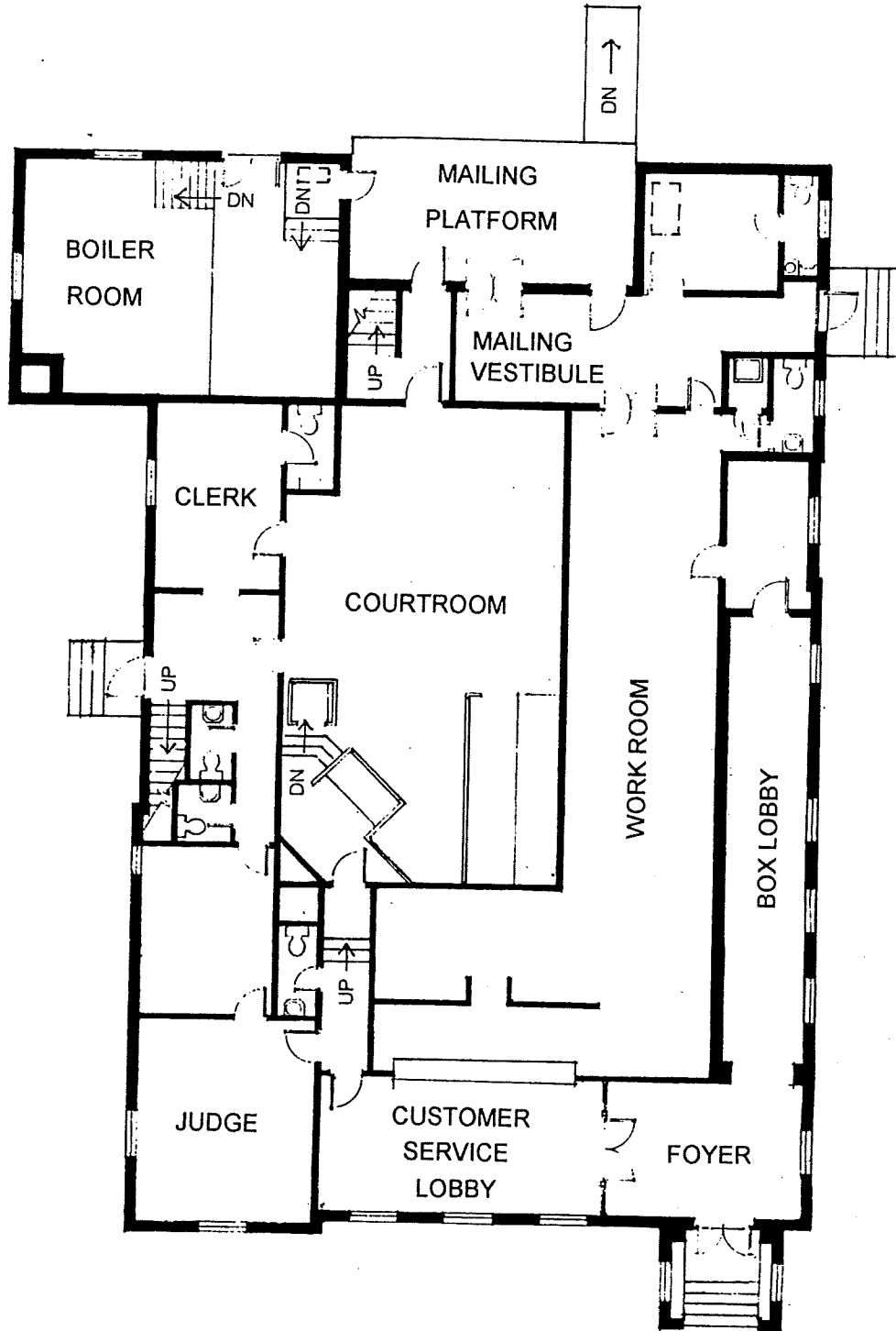
OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA



SECOND FLOOR AND ROOF PLAN
Not To Scale

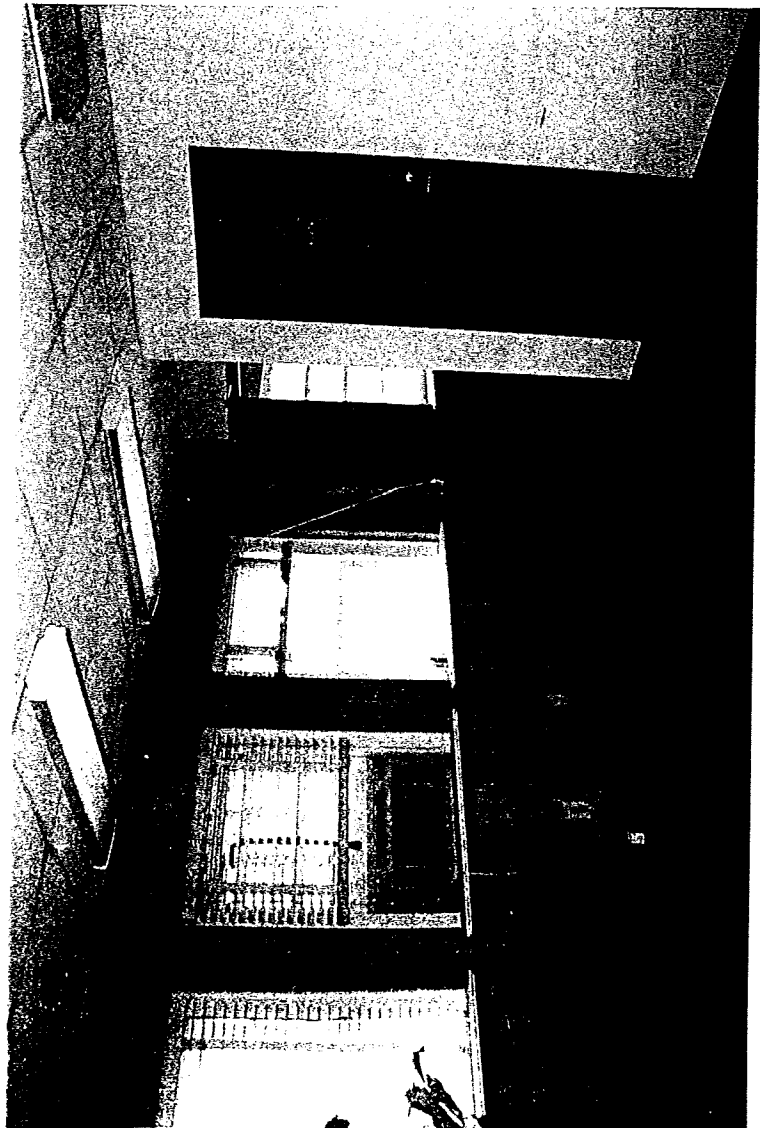
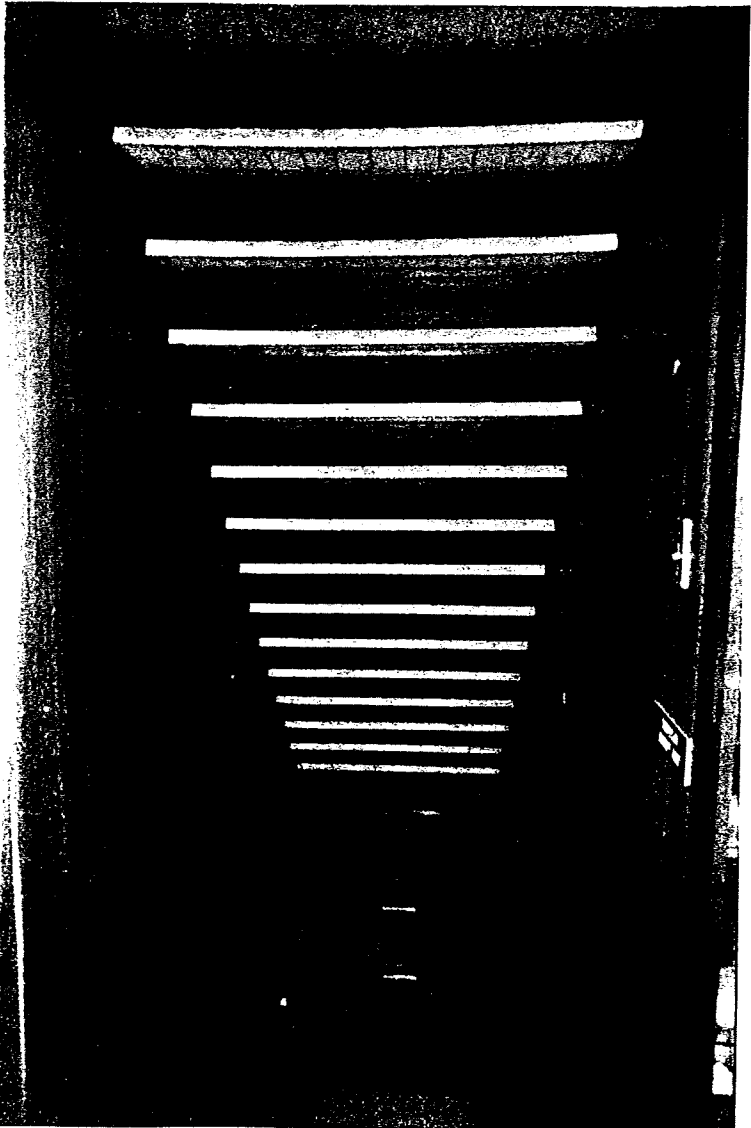
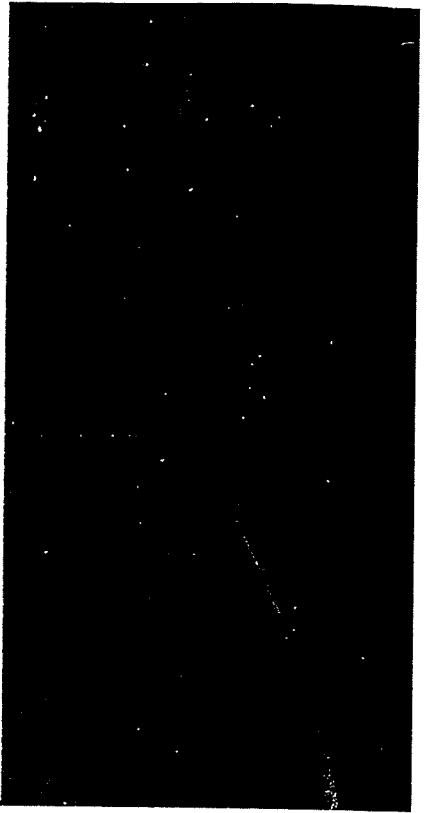
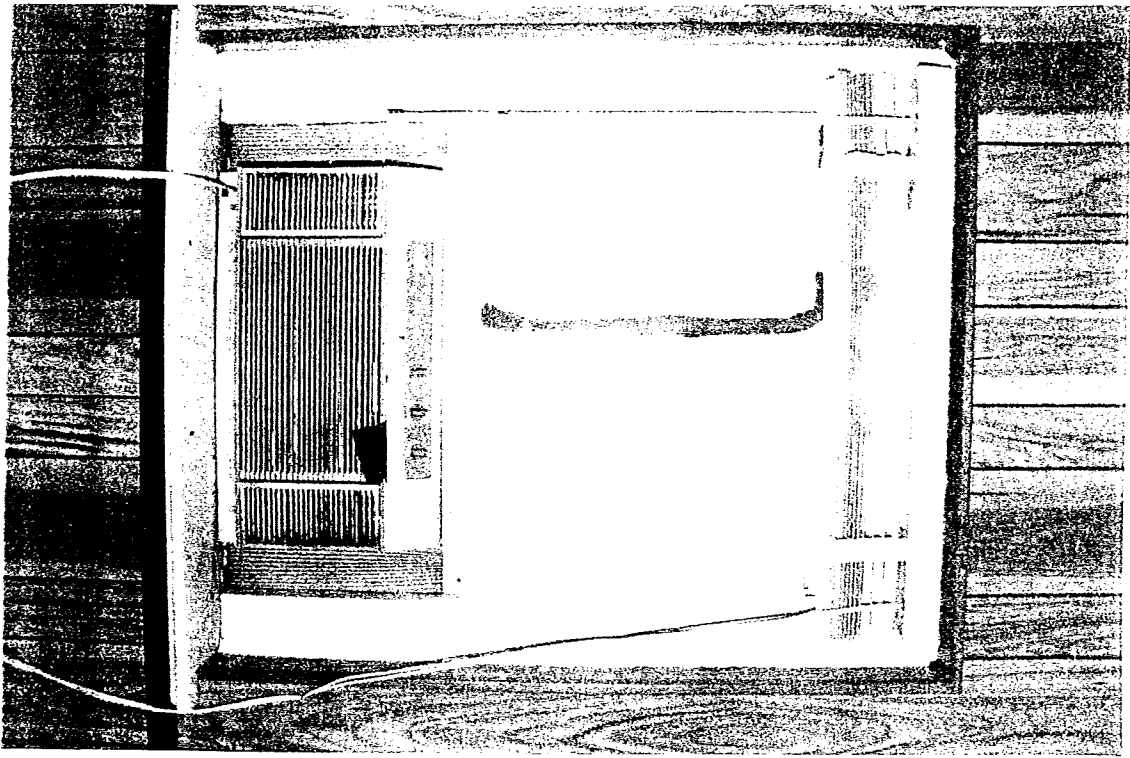


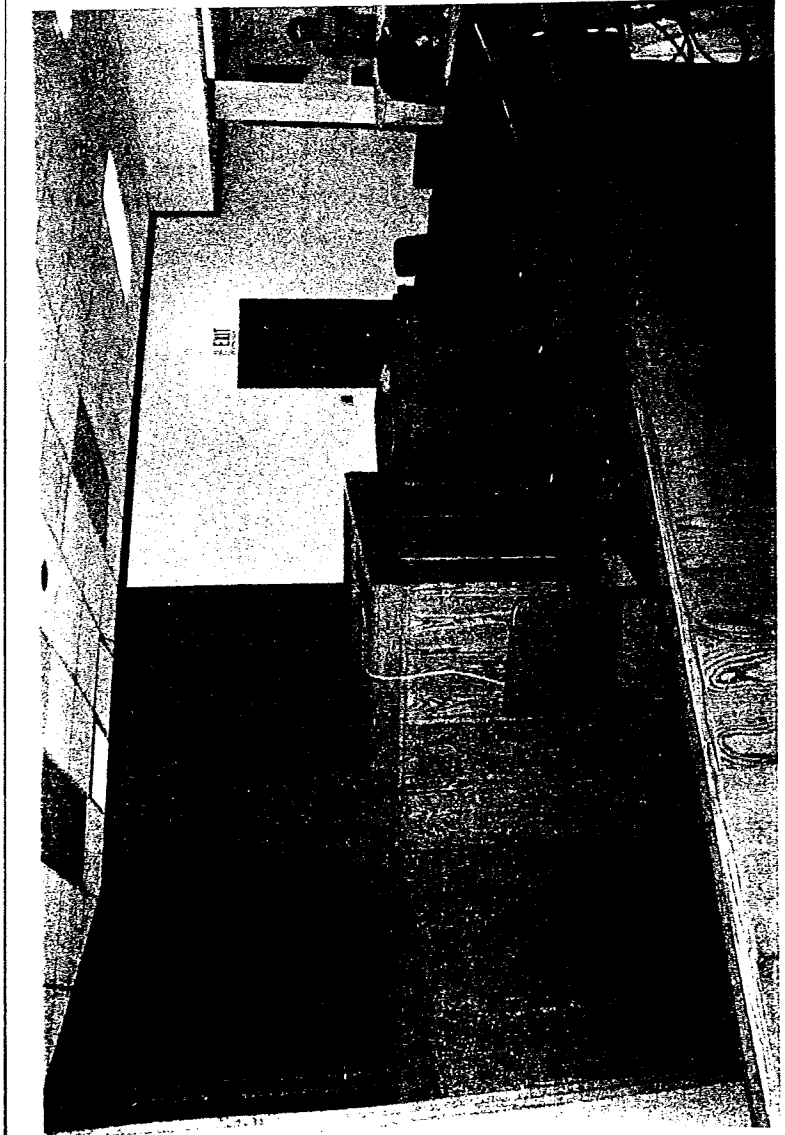
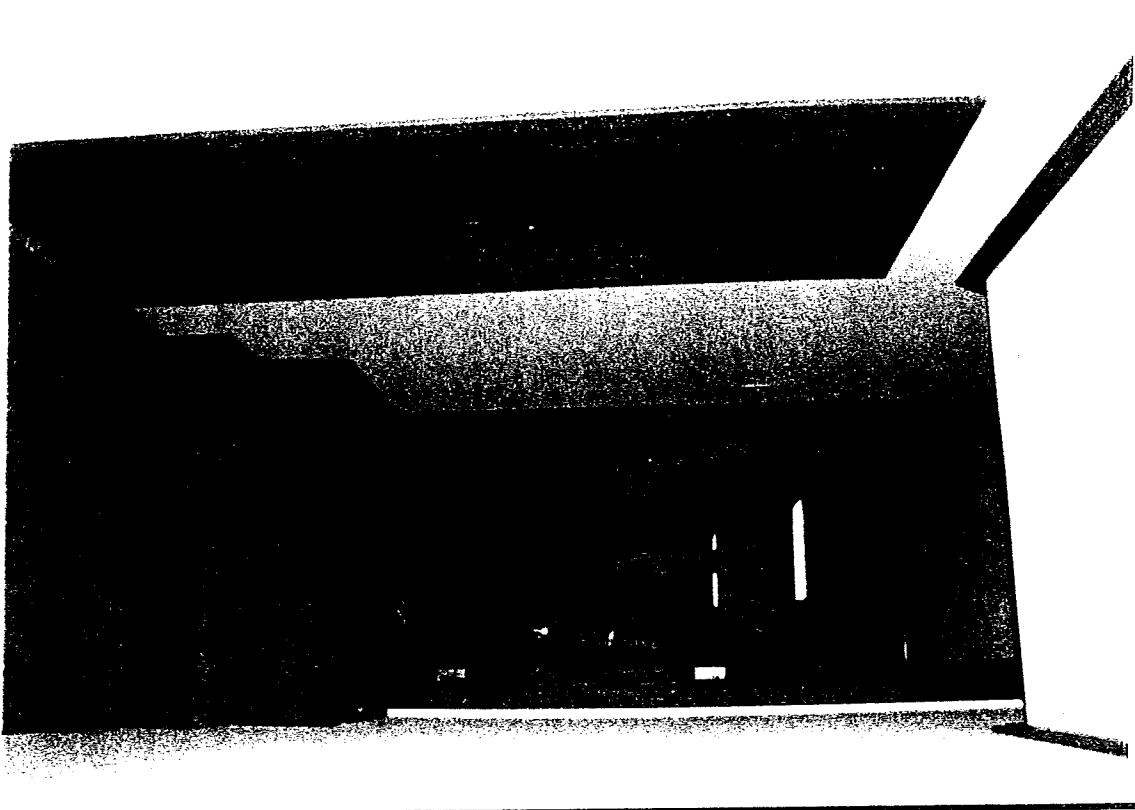
OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA

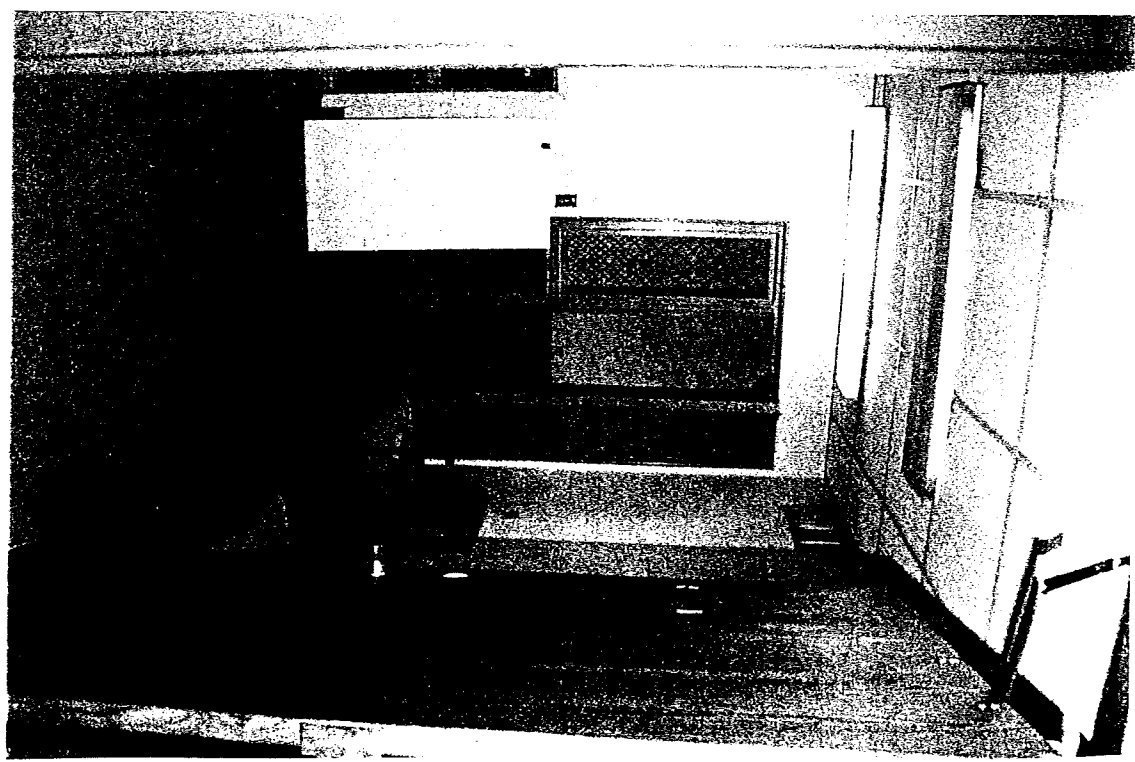
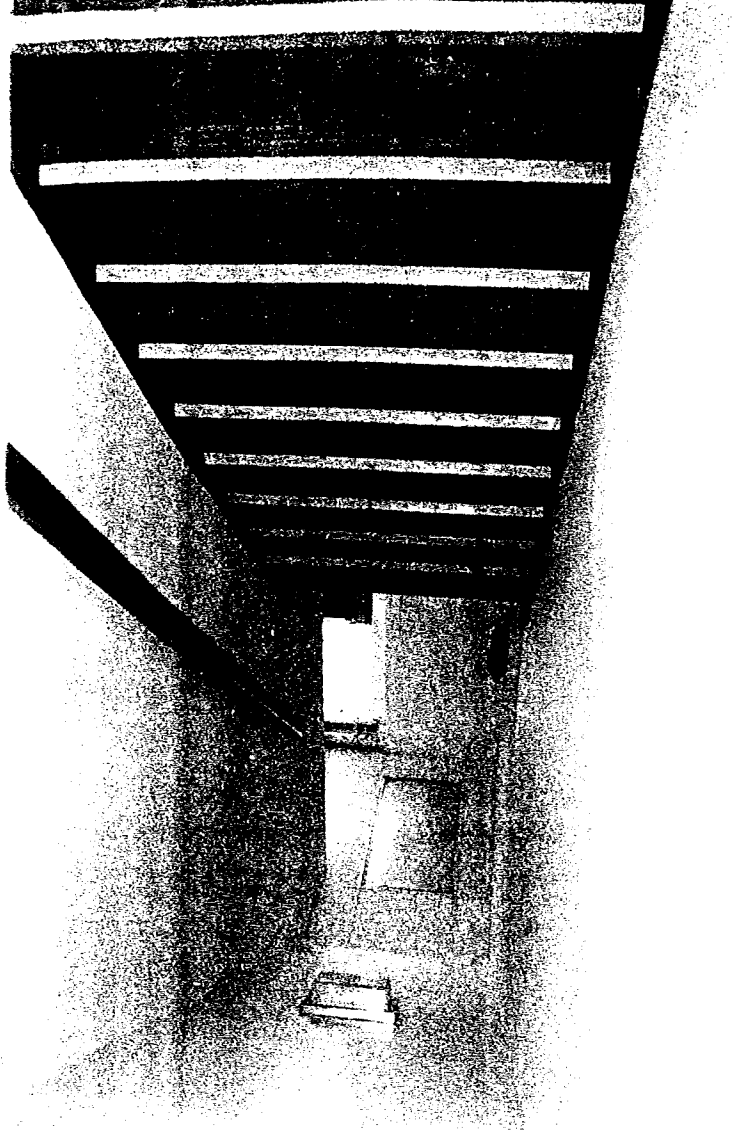


FIRST FLOOR PLAN
Not To Scale





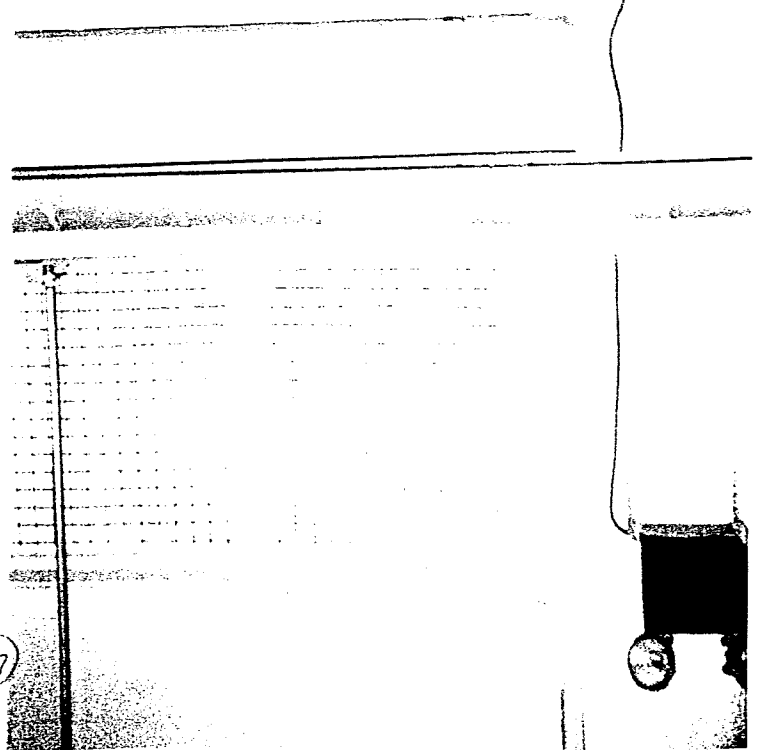
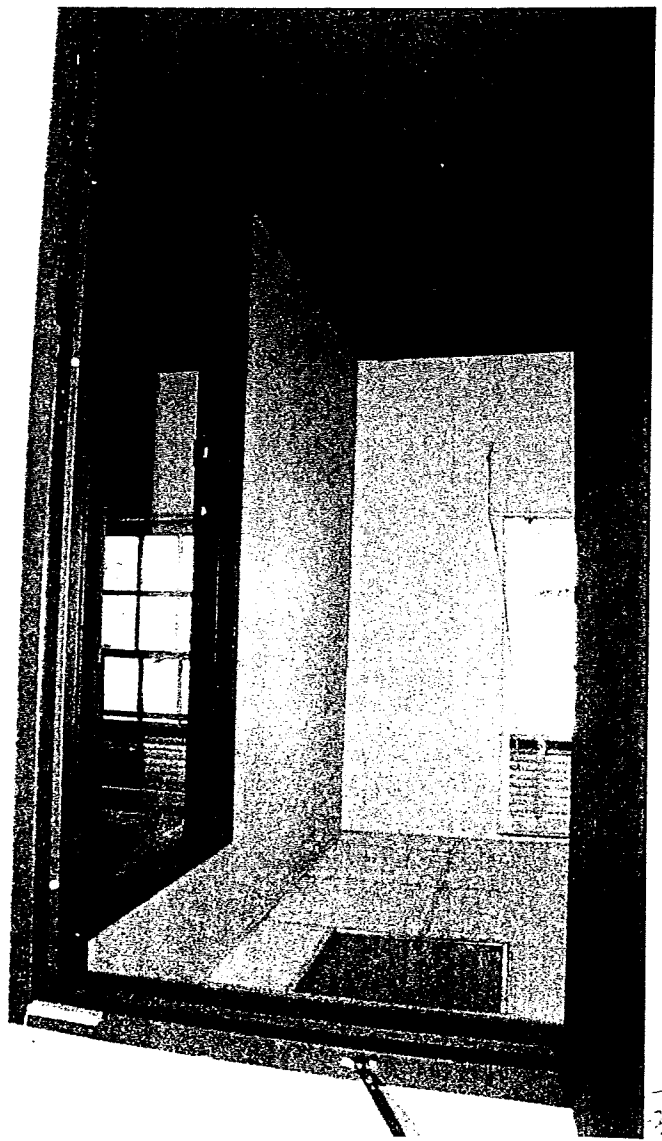
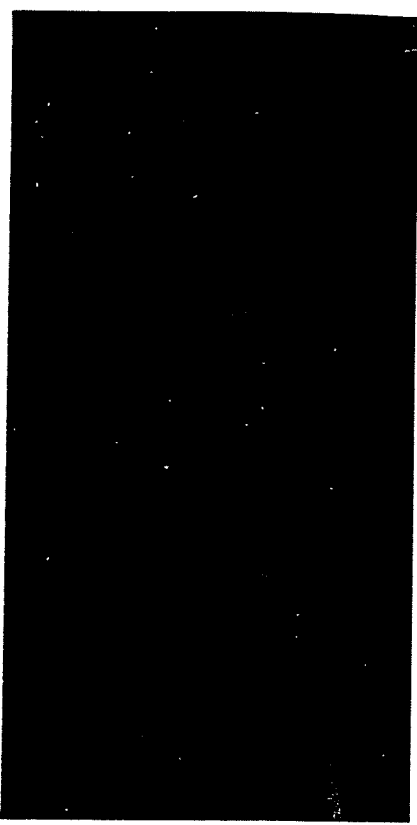


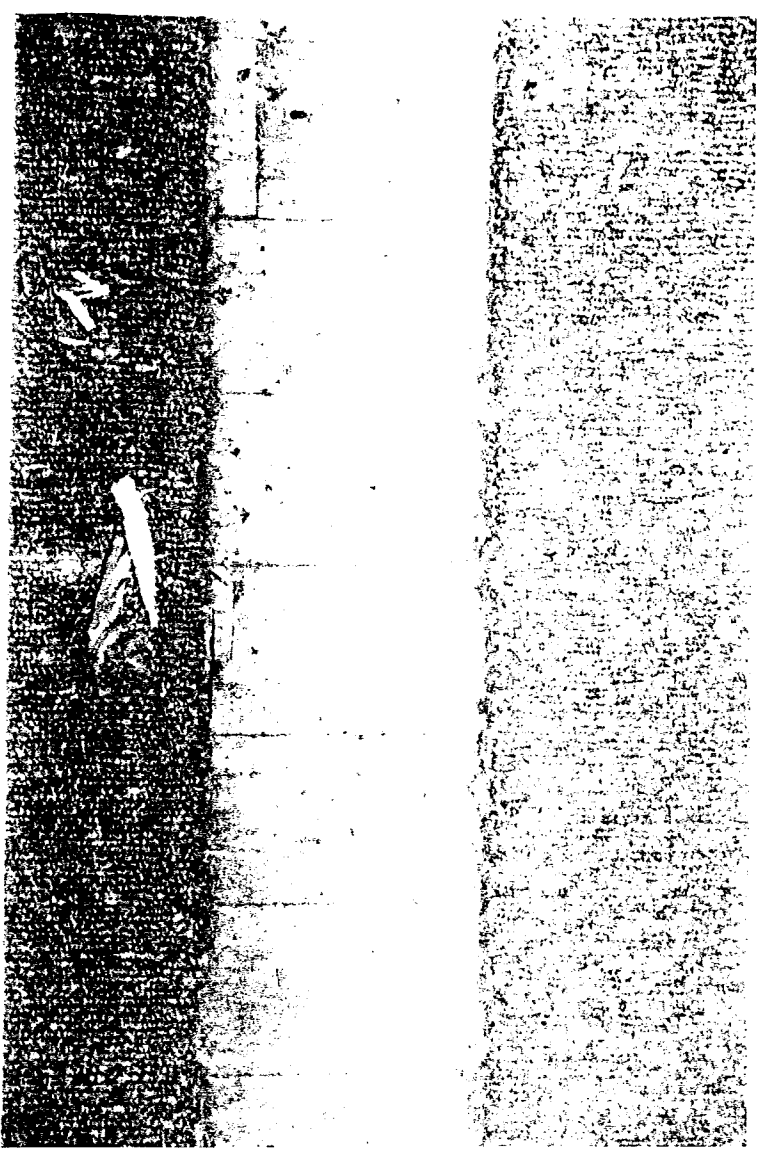


44

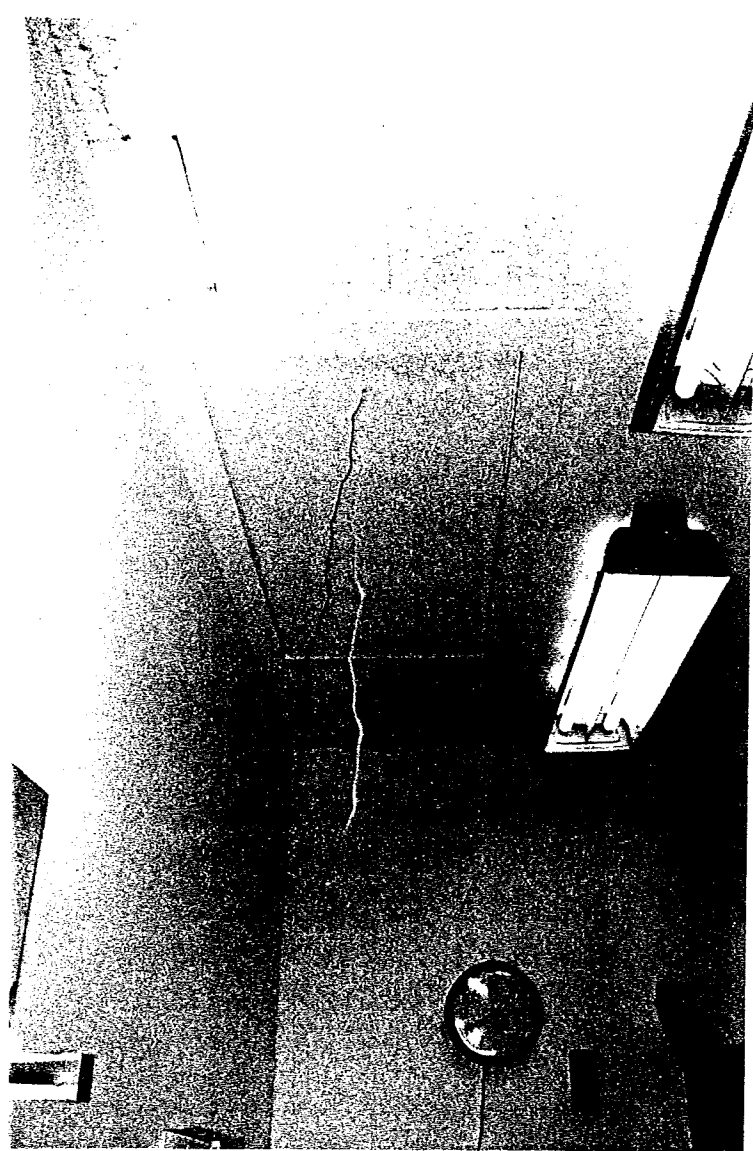
30
[Redacted]

[Redacted]
NIGHT

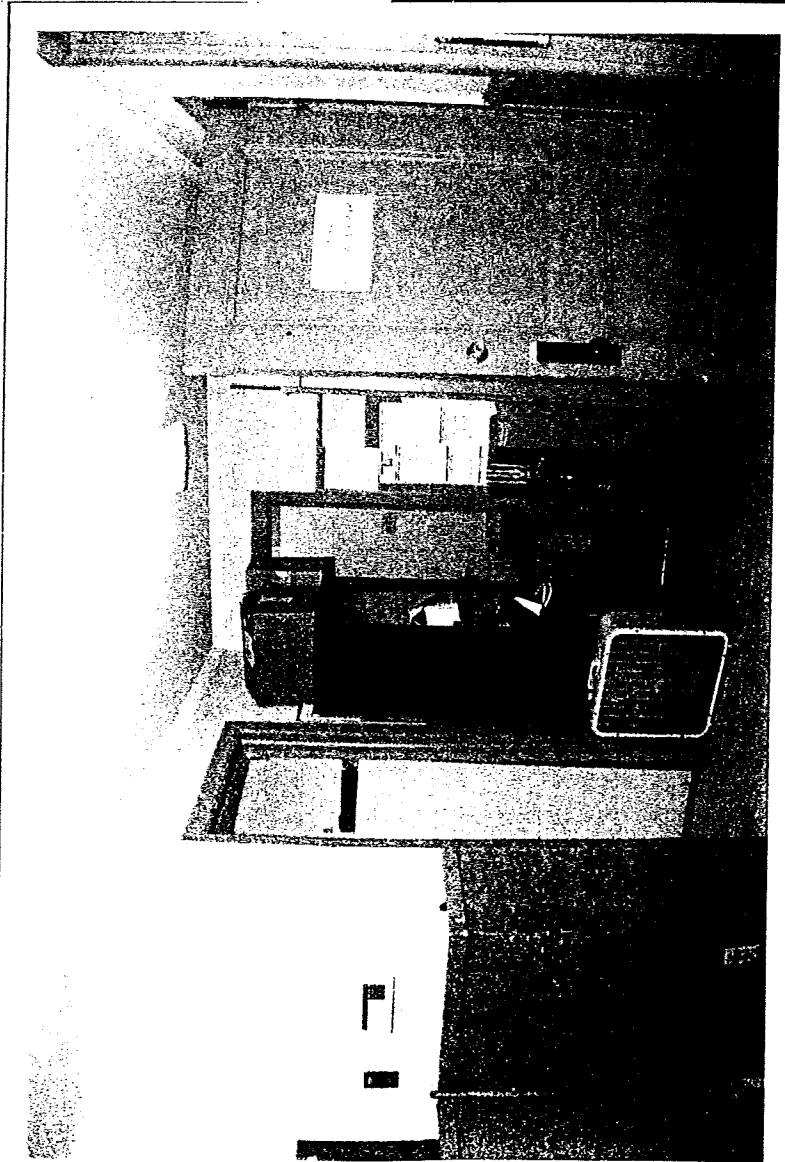
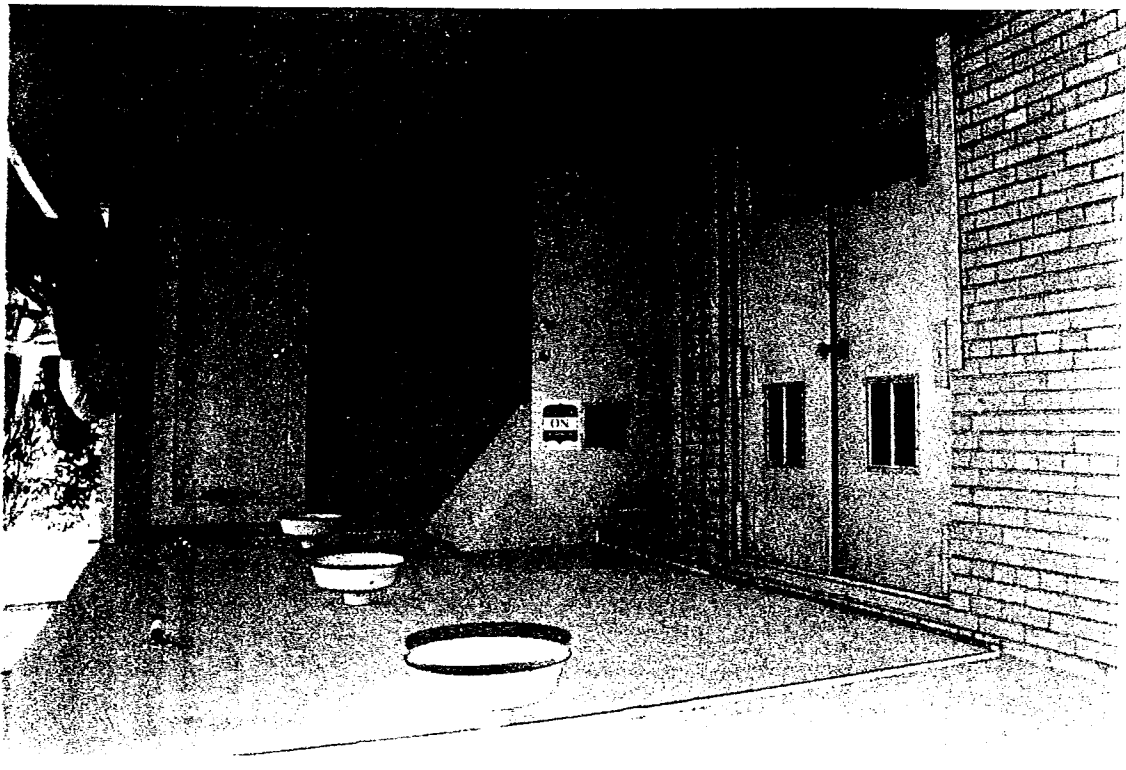


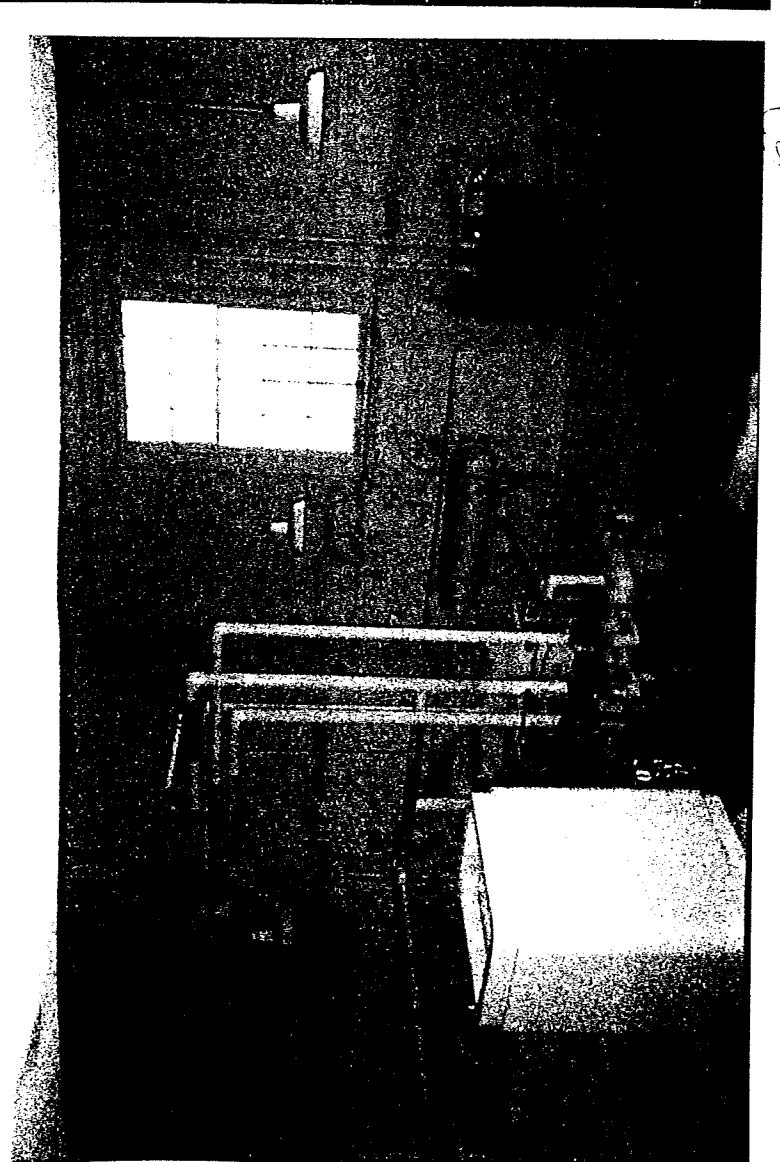
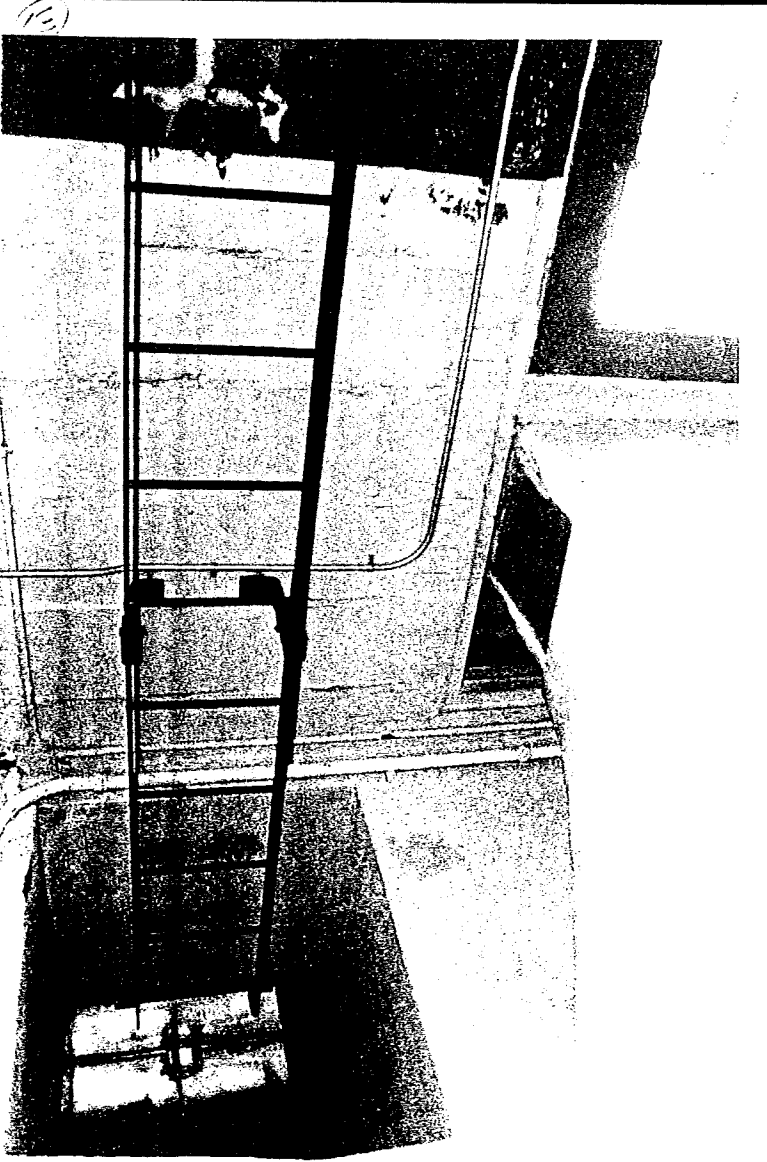
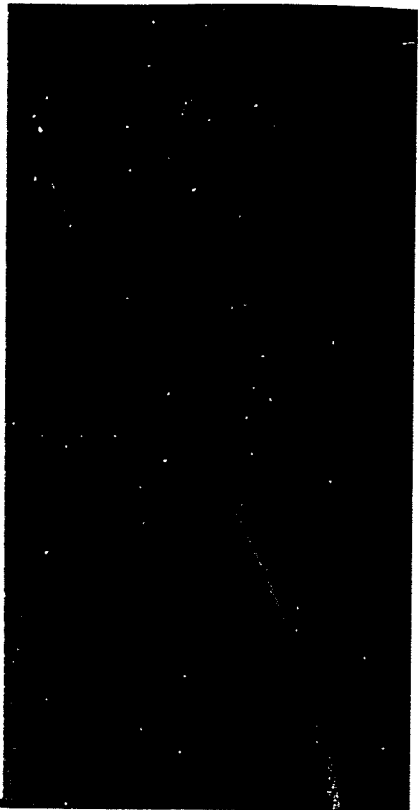


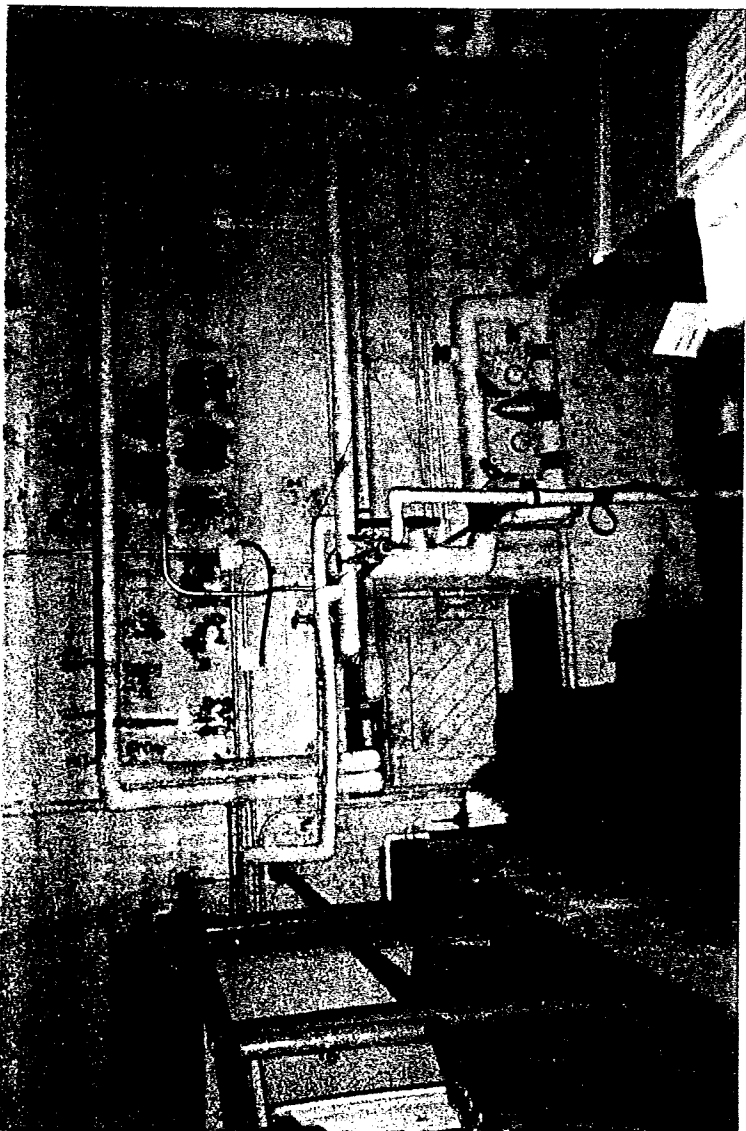
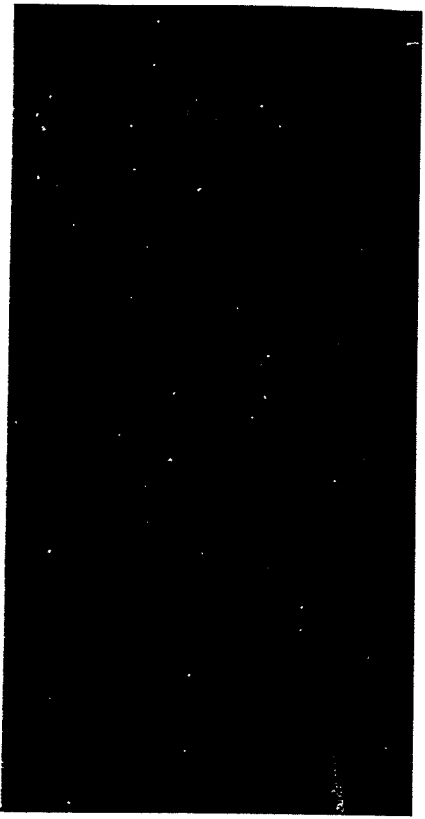
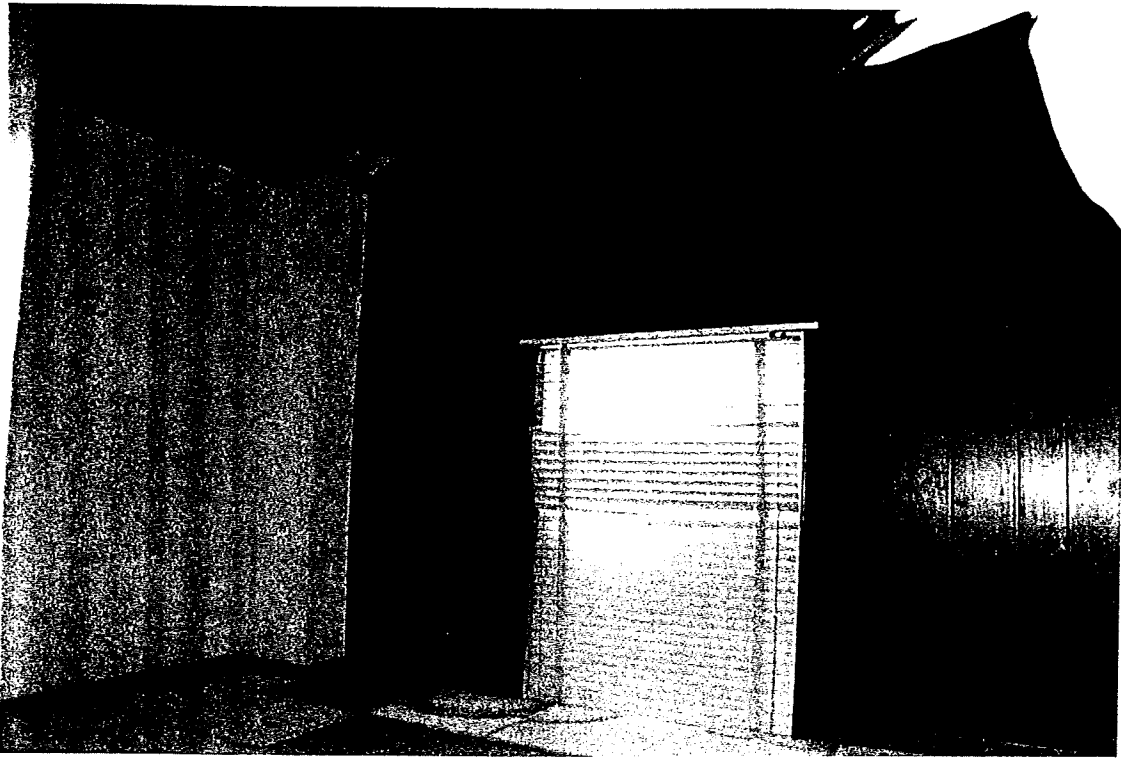
50



47

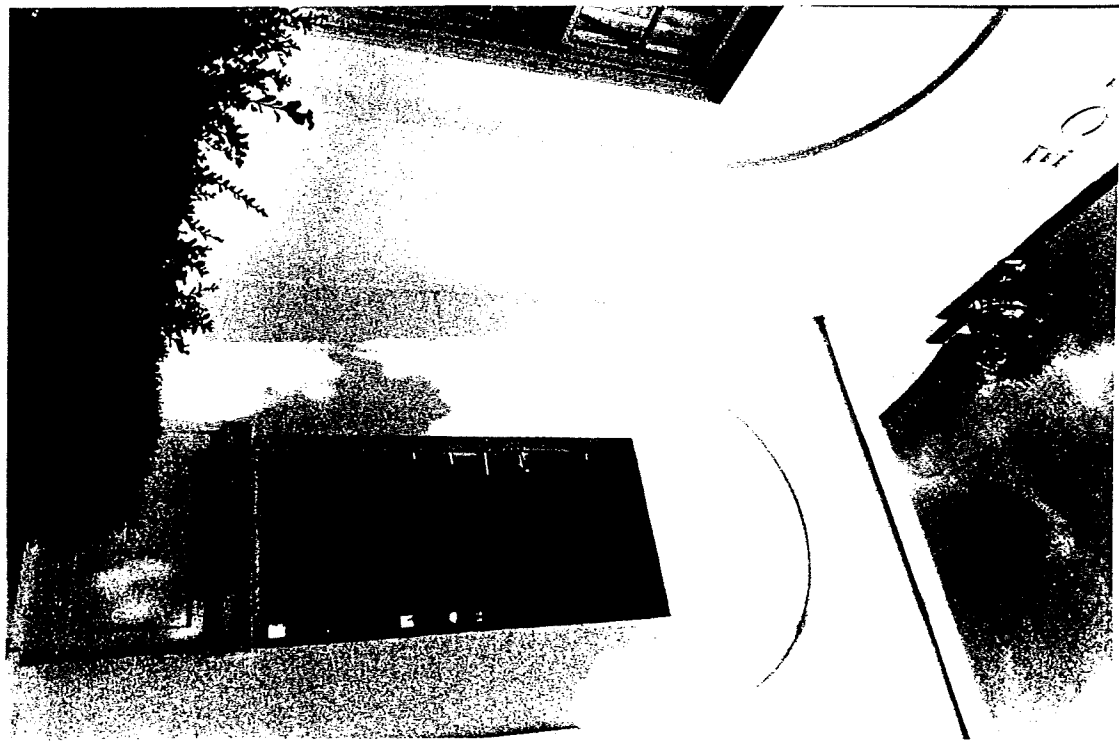
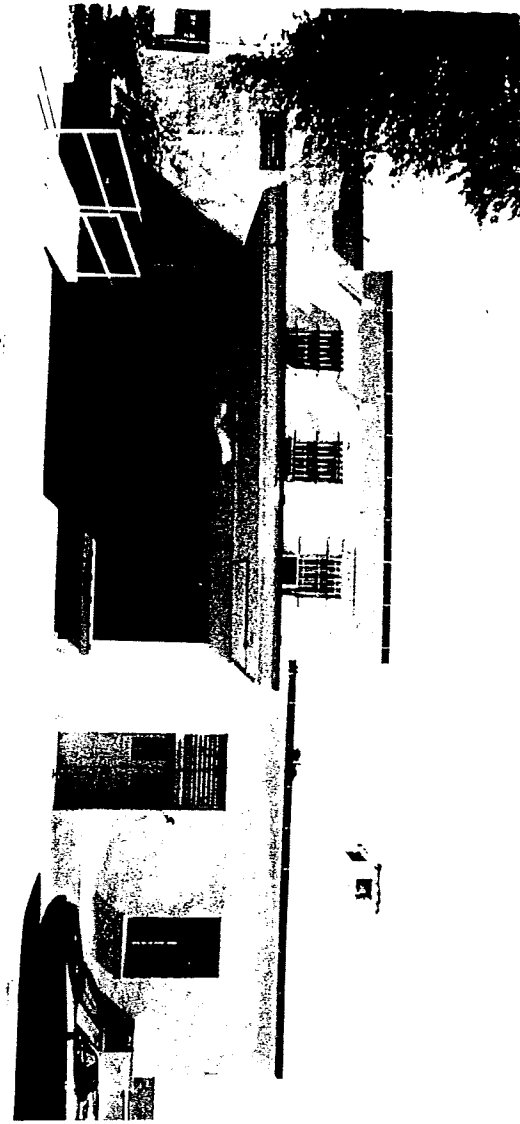






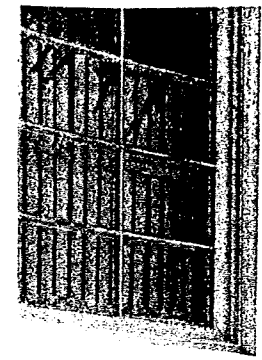


⑤



UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT



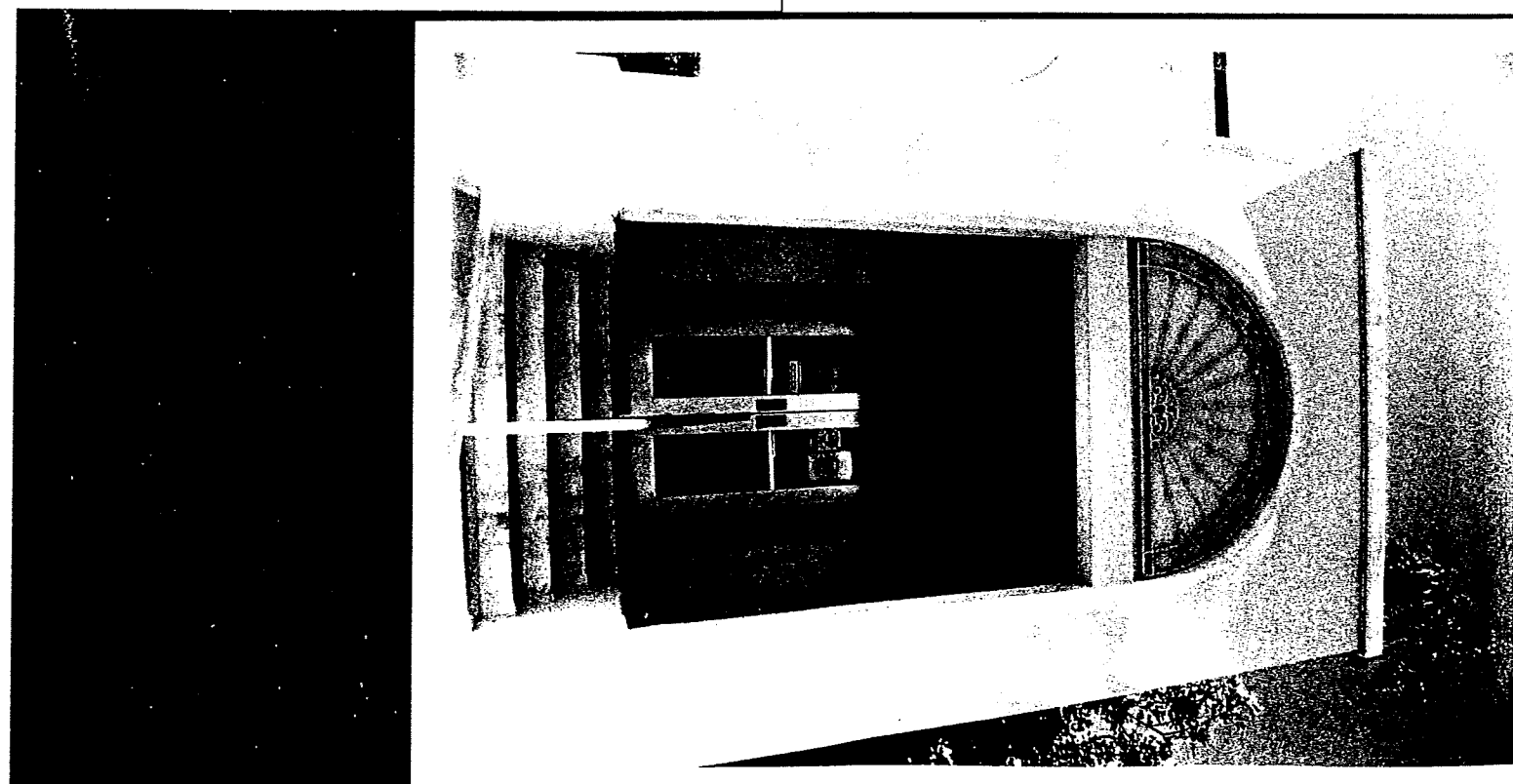
HENRY MORGENTHAU JR
SECRETARY OF THE TREASURY

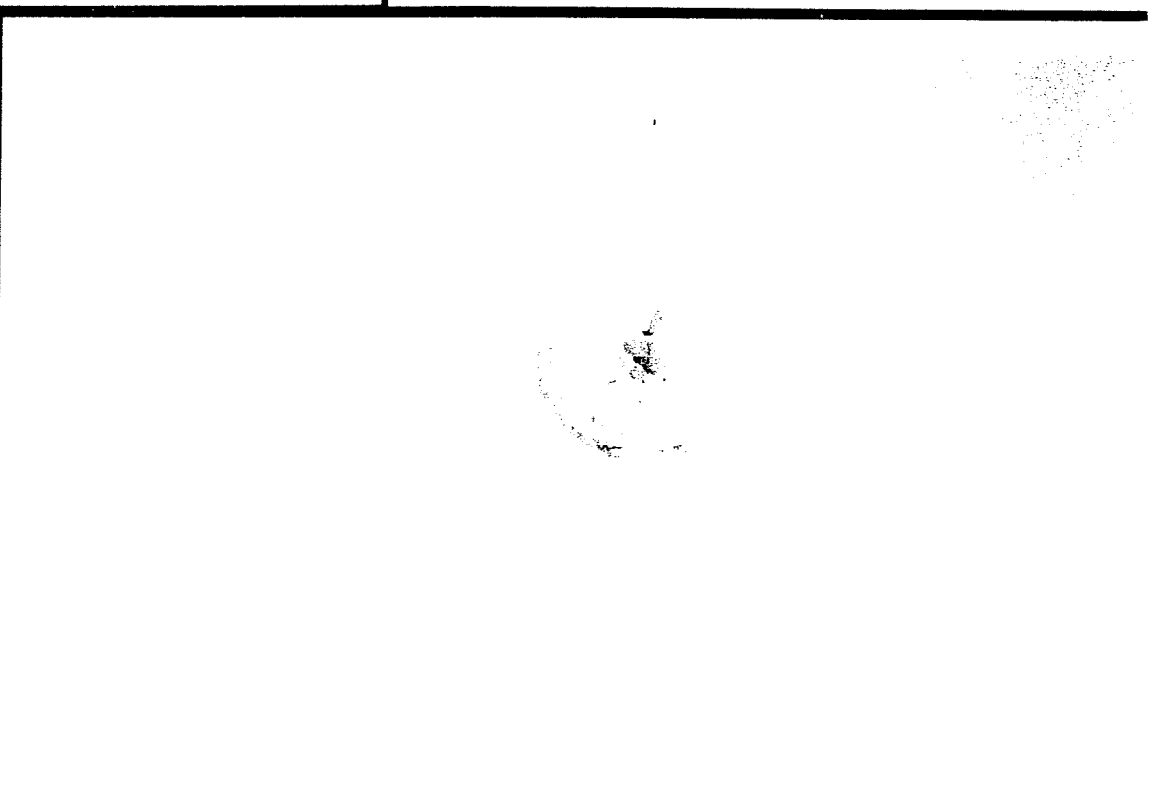
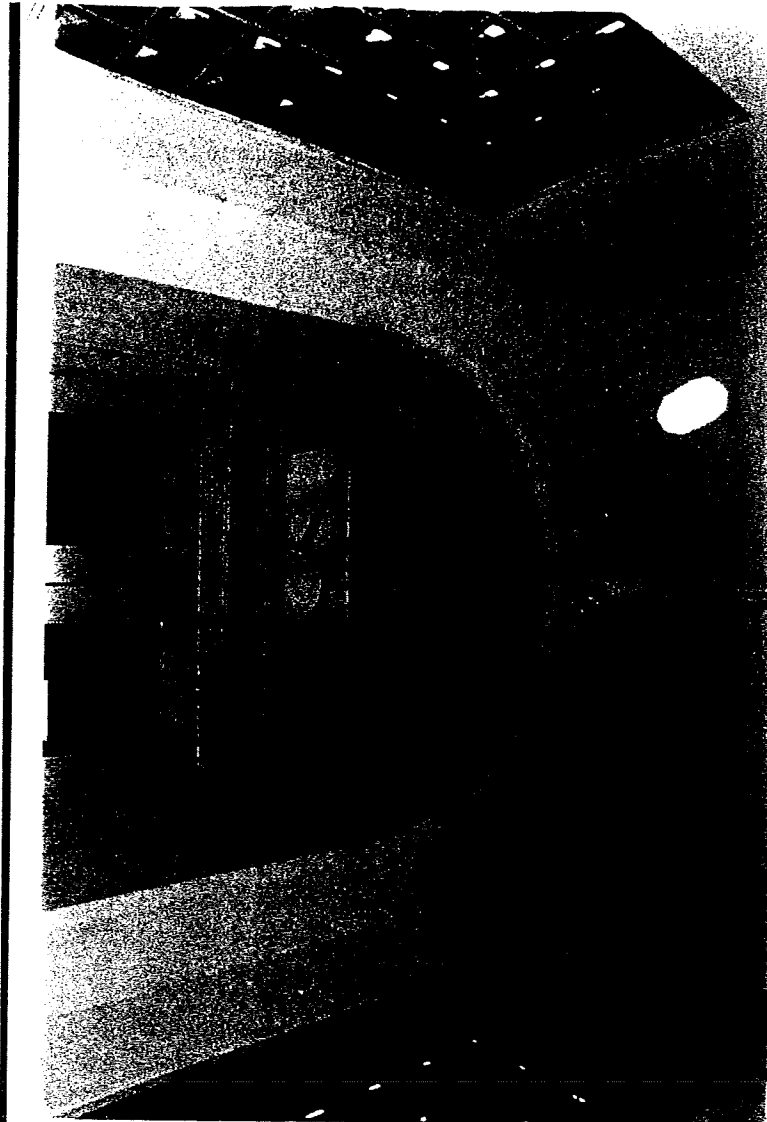
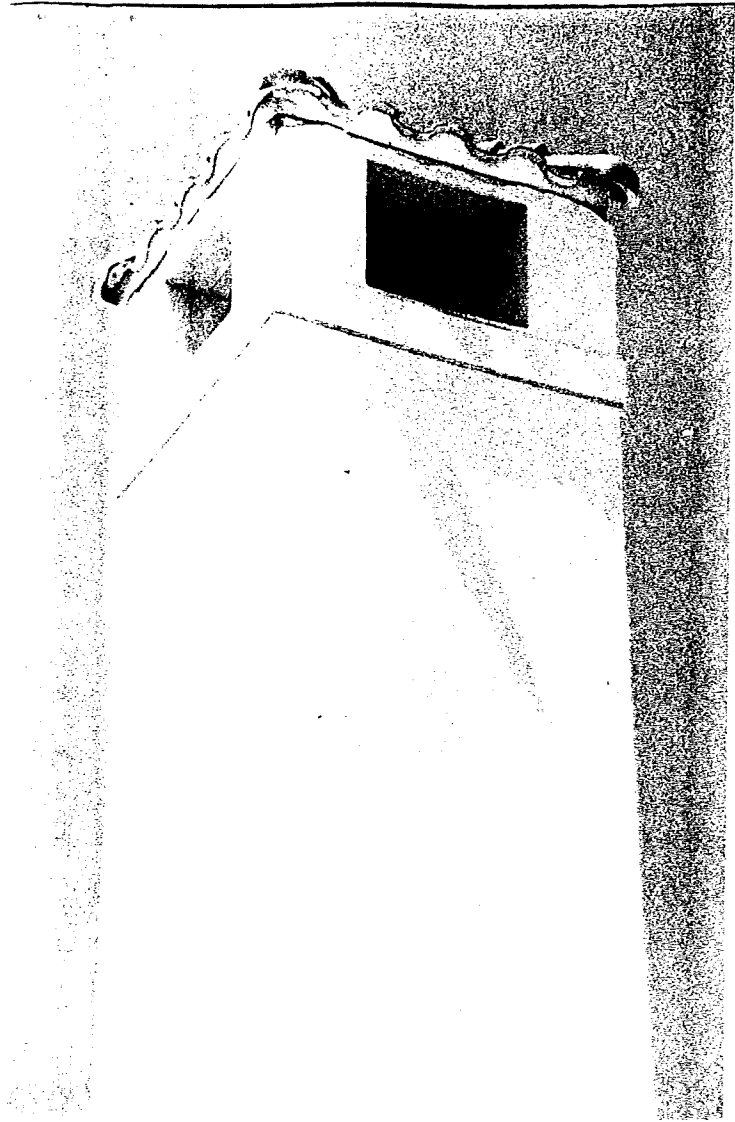
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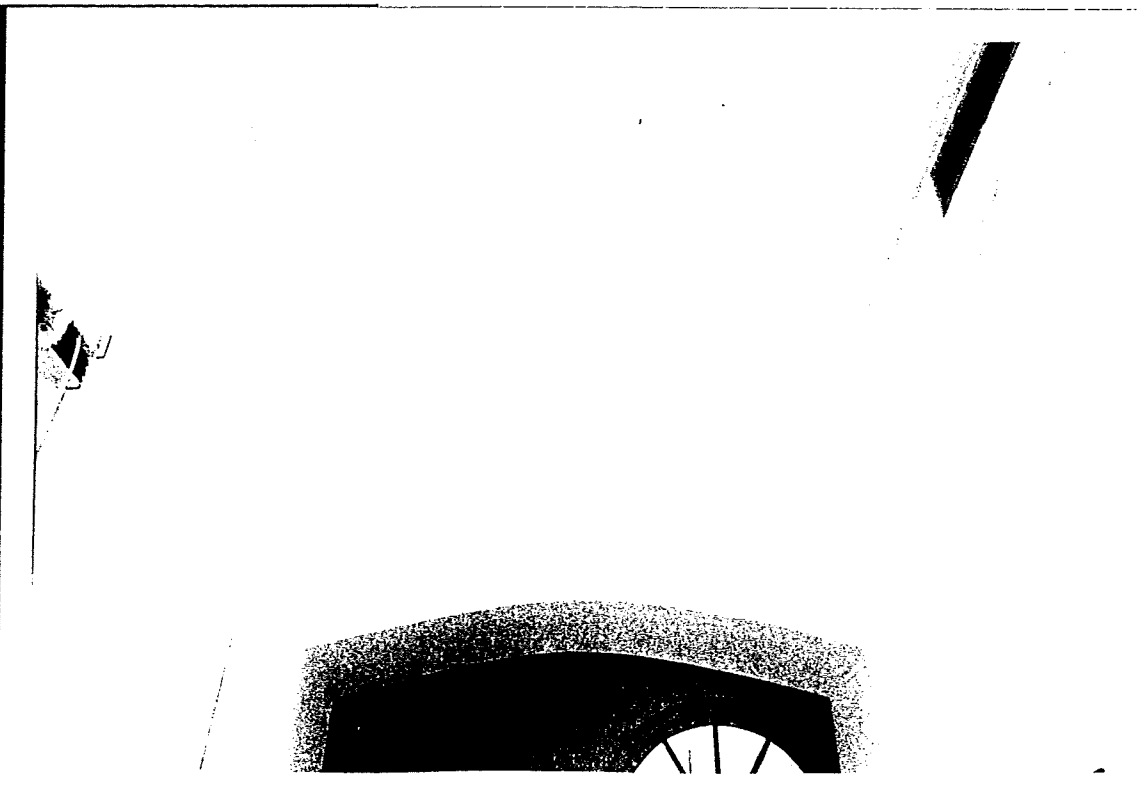
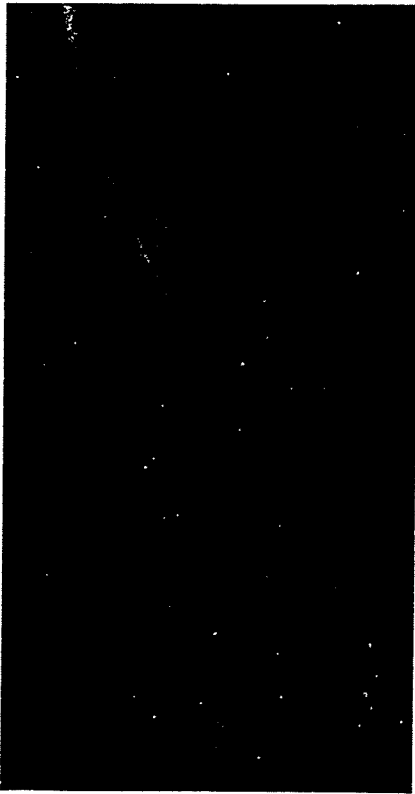
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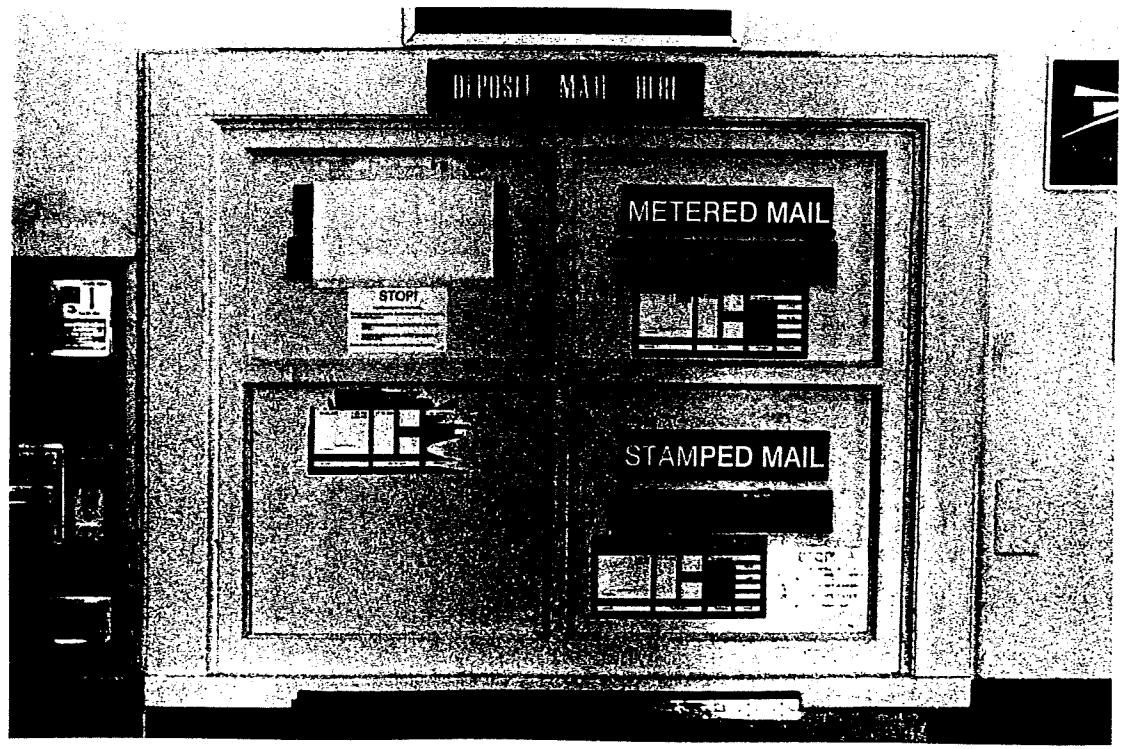
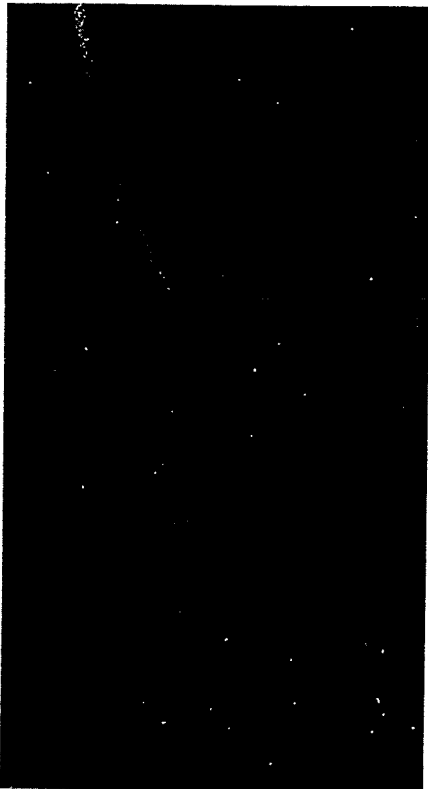
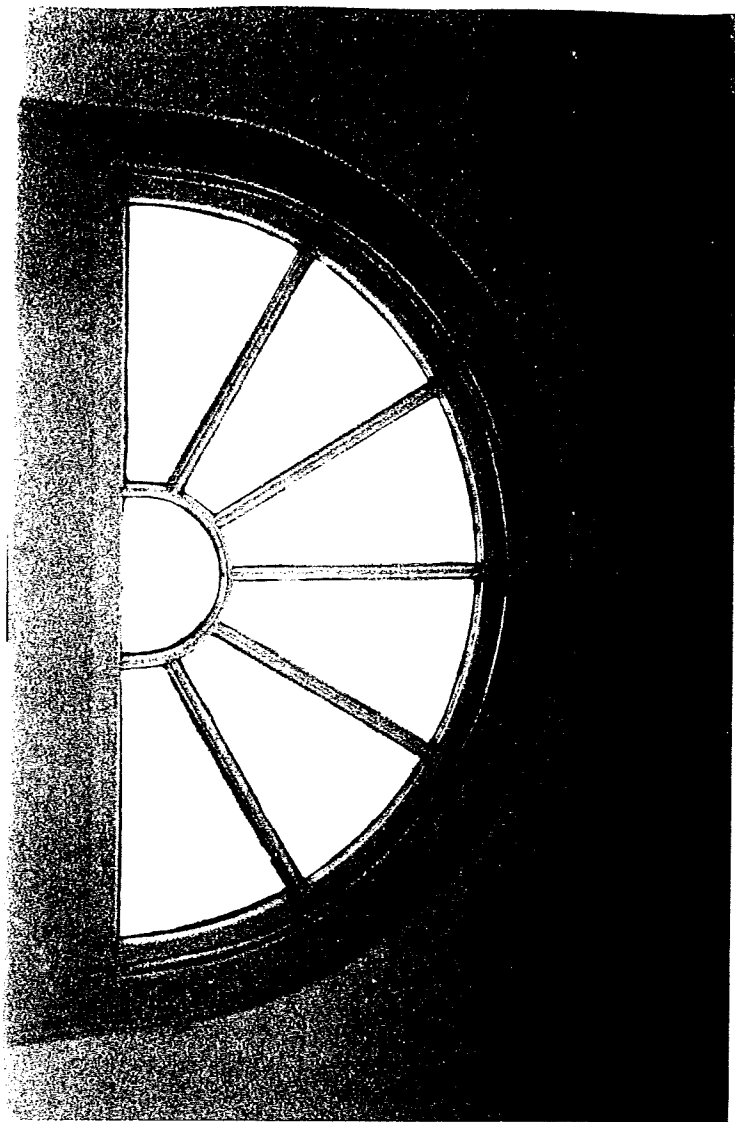
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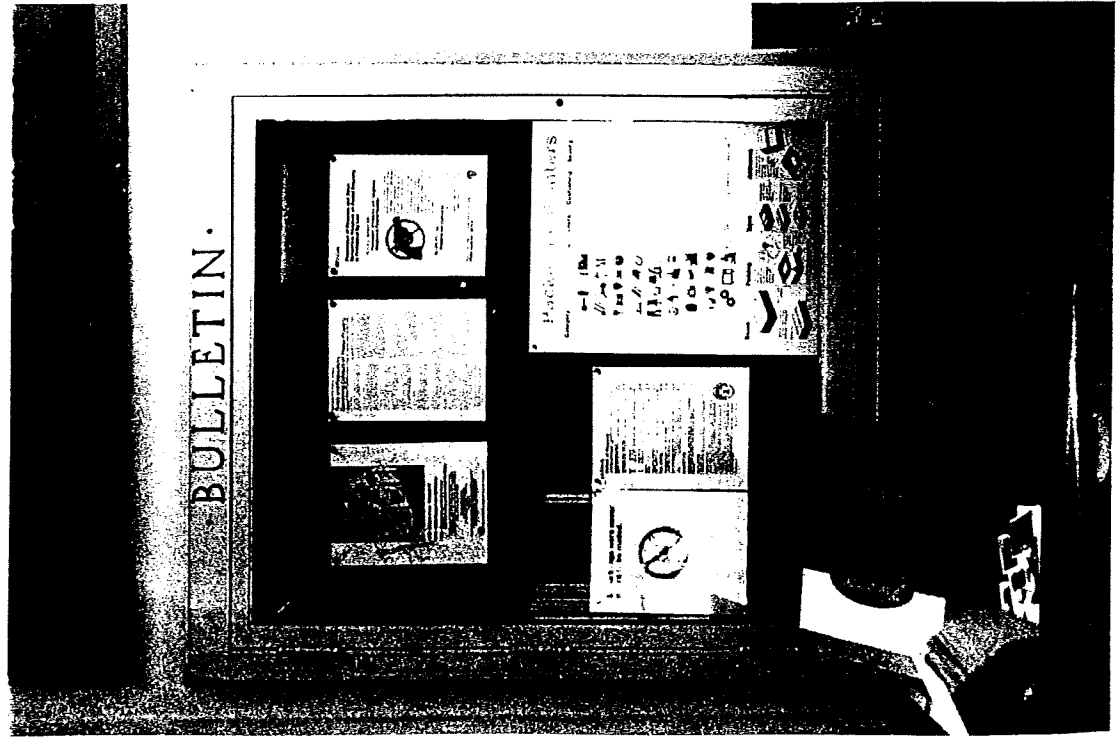
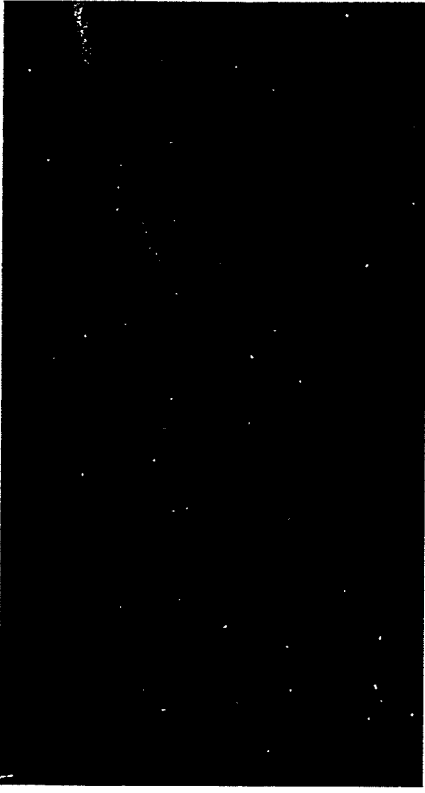
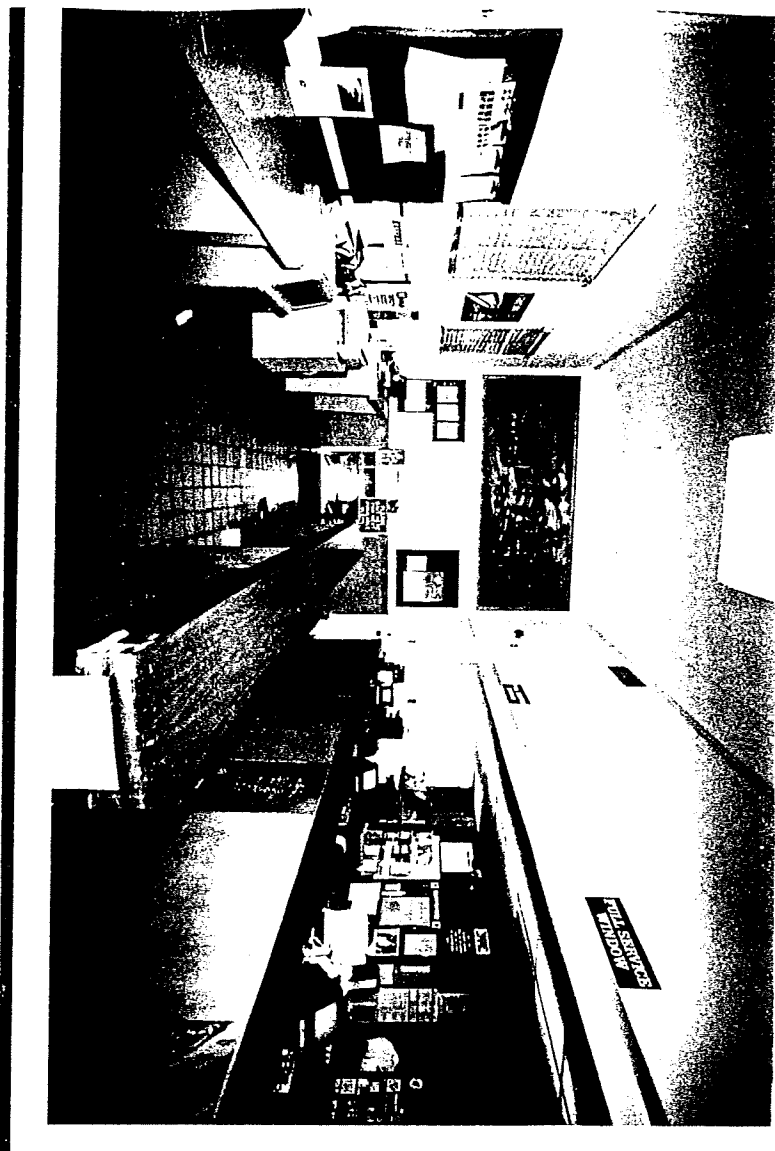
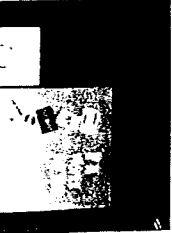
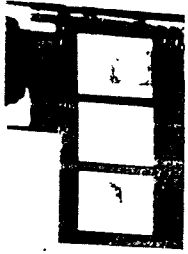
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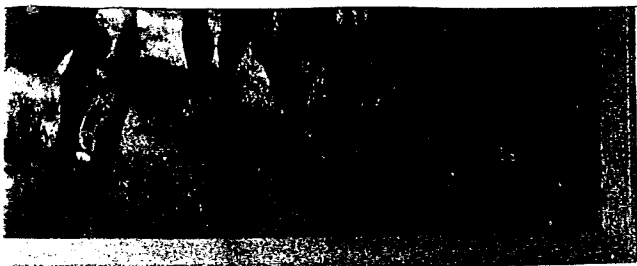








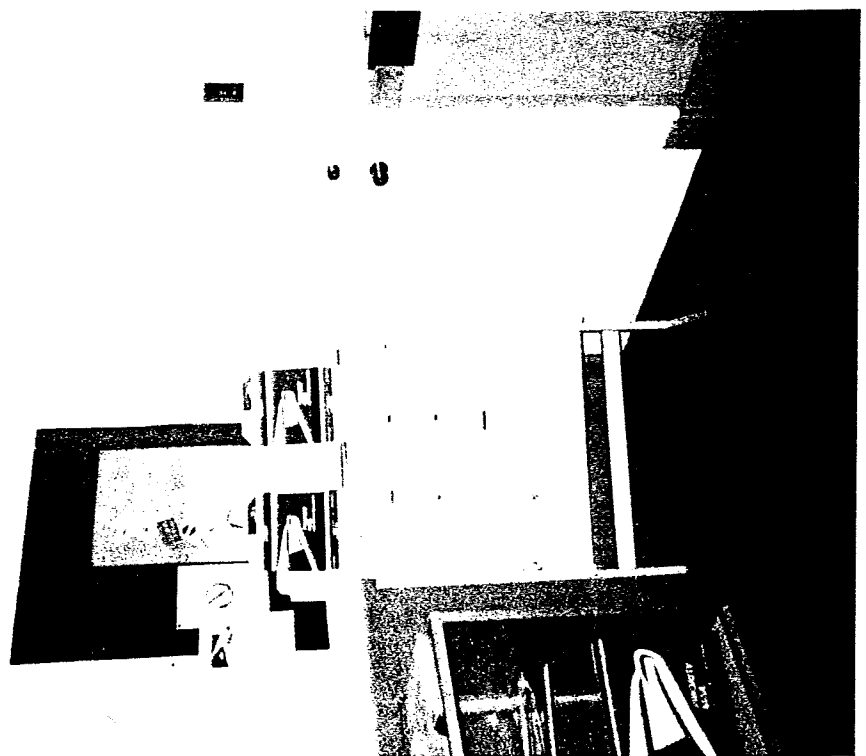
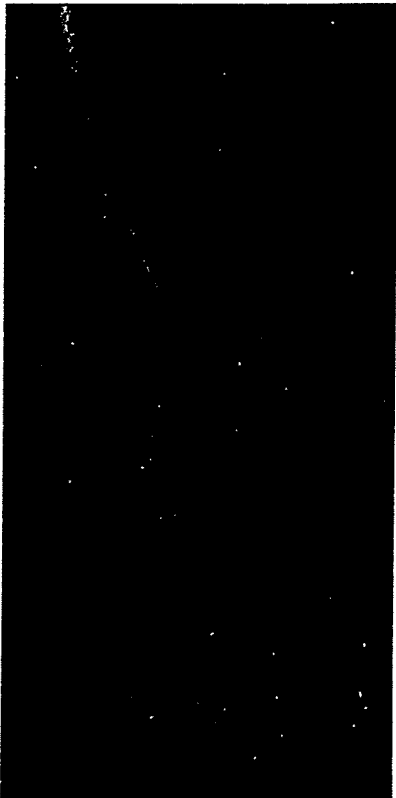


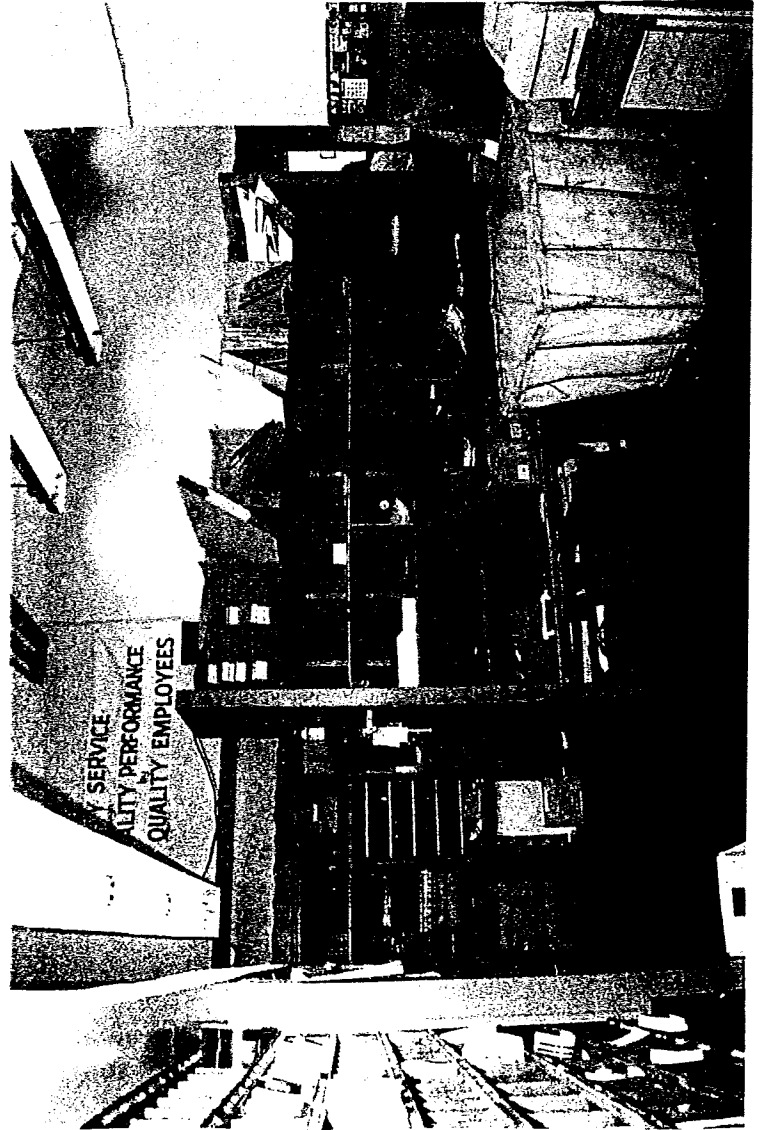
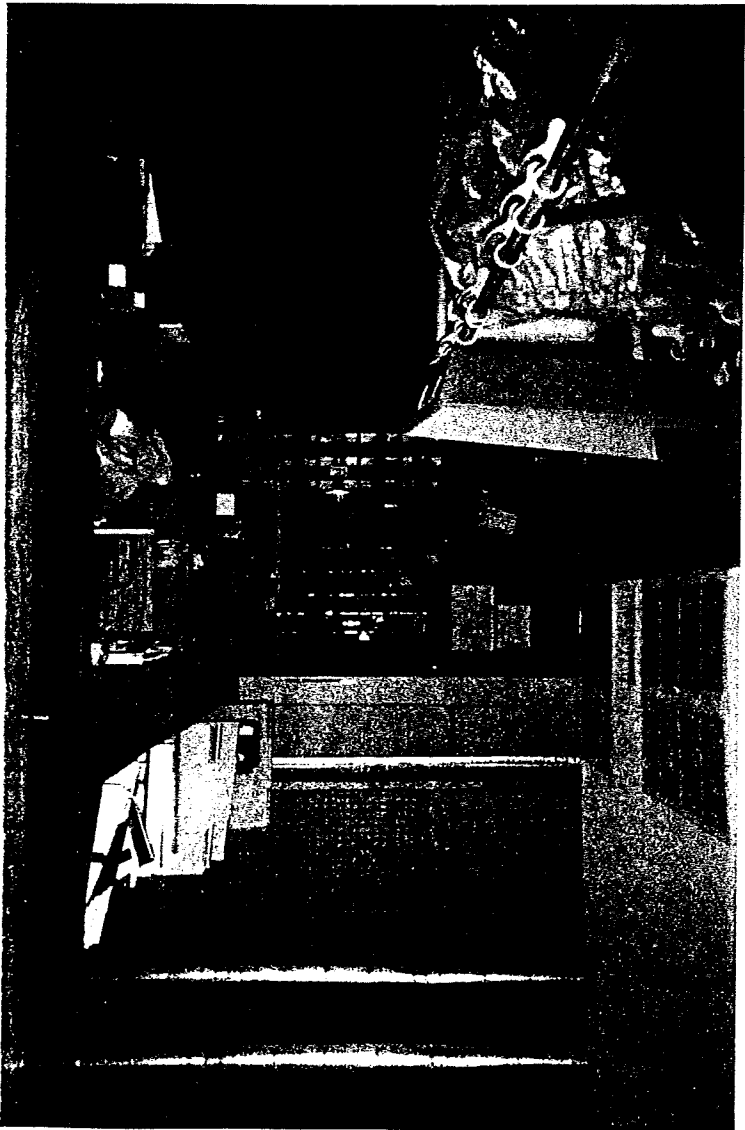
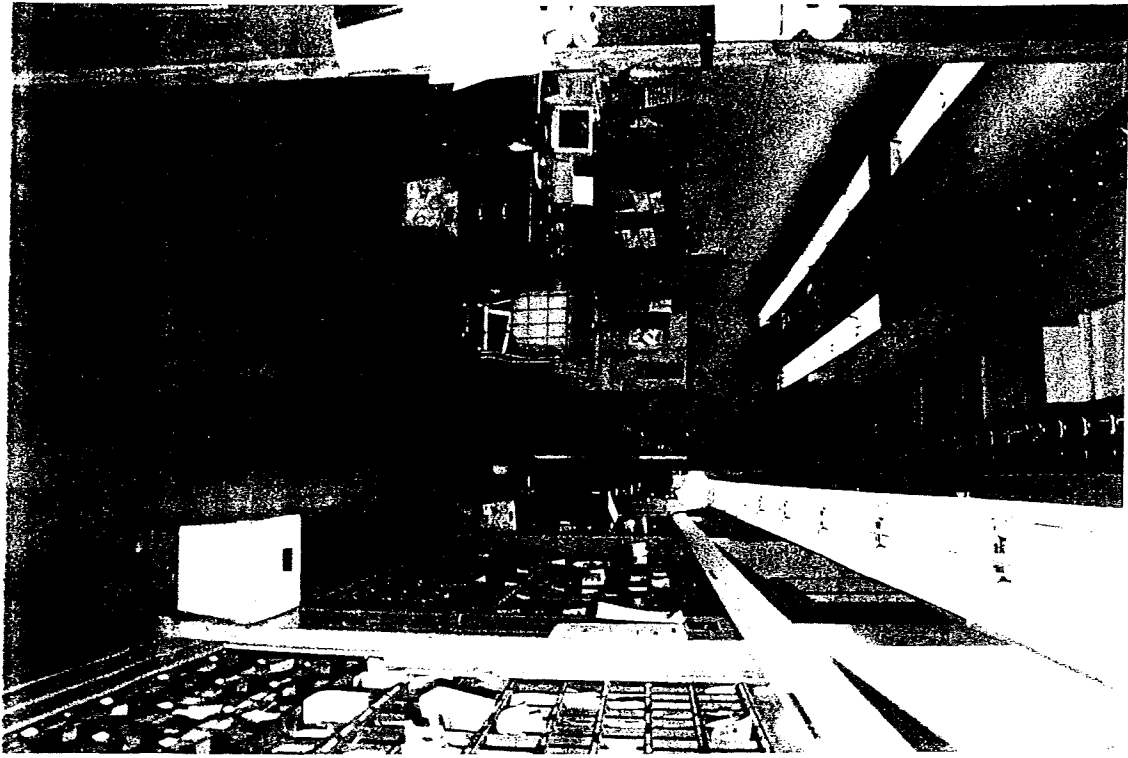


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UNITED STATES POSTAL SERVICE





United States Department of the Interior
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PHOTOGRAPHIC INVENTORY

1. Old Fort Pierce Post Office, 500 Orange Avenue
2. Fort Pierce, St. Lucie County, Florida
3. Trent Greenan
4. May 10, 1999
5. Planning Department, City of Fort Pierce
6. Camera facing northeast
7. 1 of 50

Item 5 is the same for photos 1 - 50.

3. Tim Harrington
4. June 24, 1999
6. South elevation-Camera facing north
7. 2 of 50

Items 3 & 4 are the same for photos 2 - 24.

6. West elevation-Camera facing east
7. 3 of 50

6. North elevation-Camera facing south
7. 4 of 50

6. East elevation-Camera facing southwest
7. 5 of 50

6. Junction of portico and south wall-Camera facing northeast
7. 6 of 50

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Section number 11 Page 1 OLD POST OFFICE, FORT PIERCE

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7. 6 of 50

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- 6. Detail of pilaster, south elevation-Camera facing north
- 7. 7 of 50

- 6. Detail of dedication plaque-Camera facing north
- 7. 8 of 50

- 6. Portico, east elevation-Camera facing north
- 7. 9 of 50

- 6. Front entrance, east elevation-Camera facing north
- 7. 10 of 50

- 6. Chimney top-Camera facing northeast
- 7. 11 of 50

- 6. Detail of medallion at stanchion, north elevation-Camera facing south
- 7. 12 of 50

- 6. Box lobby-Camera facing north
- 7. 13 of 50

- 6. Box lobby-Camera facing south
- 7. 14 of 50

- 6. Detail of arch and ceiling in box lobby-Camera facing south
- 7. 15 of 50

- 6. Detail of fanlight over entry door-Camera facing south
- 7. 16 of 50

- 6. Foyer, showing partition-Camera facing southwest
- 7. 17 of 50

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- 6. Detail of mail drop panel in foyer-Camera facing north
- 7. 18 of 50

- 6. Customer service lobby-Camera facing west
- 7. 19 of 50

- 6. Detail of mural-Camera facing west
- 7. 20 of 50

- 6. Detail of south bulletin case-Camera facing west
- 7. 21 of 50

- 6. Customer service lobby-Camera facing east
- 7. 22 of 50

- 6. Detail of north bulletin case-Camera facing west
- 7. 23 of 50

- 3. Tim Harrington
- 4. March 1, 2000
- 6. Door at northwest corner of customer service lobby-Camera facing northwest
- 7. 24 of 50

Items 3 & 4 are the same for photos 24 - 50.

- 6. Window service back room-Camera facing east
- 7. 25 of 50

- 6. Work room-Camera facing south
- 7. 26 of 50

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- 6. Work room-Camera facing north
- 7. 27 of 50

- 6. Work room-Camera facing southeast
- 7. 28 of 50

- 6. East end of vestibule, swing room left, east entry center, work room door right-Camera facing east
- 7. 29 of 50

- 6. Mailing platform-Camera facing west
- 7. 30 of 50

- 6. Ladder to hatch in boiler room roof-Camera facing north
- 7. 31 of 50

- 6. Boiler room, boiler and chimney-Camera facing southwest
- 7. 32 of 50

- 6. Boiler room, platform and new door to mailing platform-Camera facing east
- 7. 33 of 50

- 6. Boiler room, access hatch to crawl space-Camera facing south
- 7. 34 of 50

- 6. Boiler room, old door to mailing platform-Camera facing north
- 7. 35 of 50

- 6. Clerk's of court's office-Camera facing northwest
- 7. 36 of 50

- 6. Stairs to probate office and jury room-Camera facing south
- 7. 37 of 50

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- 6. Jury room-Camera facing northwest
- 7. 38 of 50

- 6. Jury room window detail-Camera facing west
- 7. 39 of 50

- 6. Courtroom from judge's bench-Camera facing northeast
- 7. 40 of 50

- 6. Courtroom from jury box, judge's bench left, witness box center-Camera facing northwest
- 7. 41 of 50

- 6. Hallway from lobby and judge's chambers to courtroom-Camera facing north
- 7. 42 of 50

- 6. Judge's chambers/postmaster's office-Camera facing southwest
- 7. 43 of 50

- 6. Stairs to federal marshall's offices-Camera facing north
- 7. 44 of 50

- 6. Holding cell-Camera facing south
- 7. 45 of 50

- 6. Marshall's office right, hallway along marquee wall left, from south office-Camera facing north
- 7. 46 of 50

- 6. Grillwork above post office boxes-Camera facing east
- 7. 47 of 50

- 6. Mural in customer service lobby-Camera facing west
- 7. 48 of 50

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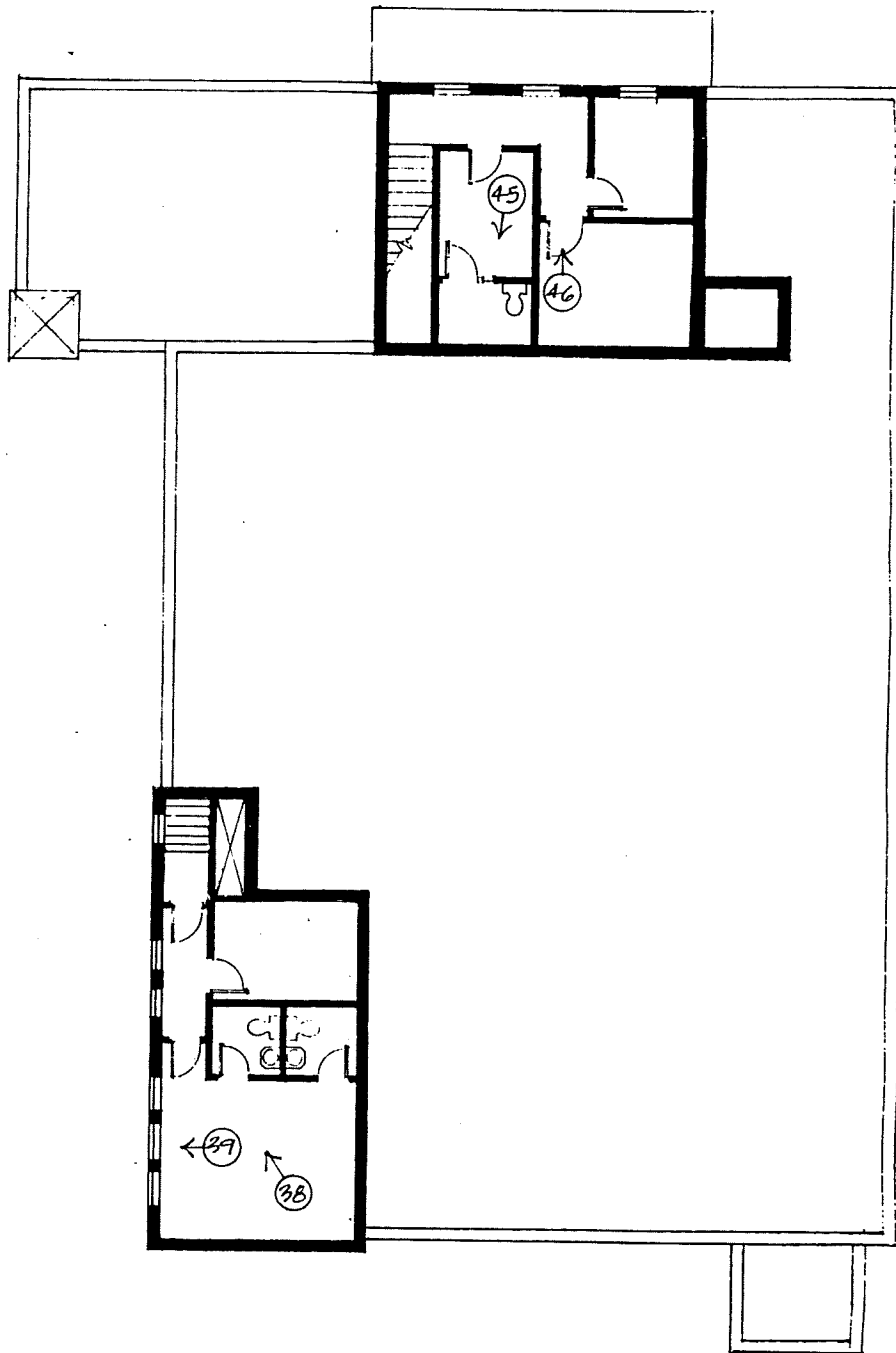
National Register of Historic Places Continuation Sheet

Section number 11 Page 6 OLD POST OFFICE, FORT PIERCE

- 6. Trap door in swing room ceiling-Camera facing north
- 7. **49** of 50

- 6. Original wood floor showing through courtroom carpet-Camera facing downward
- 7. **50** of 50

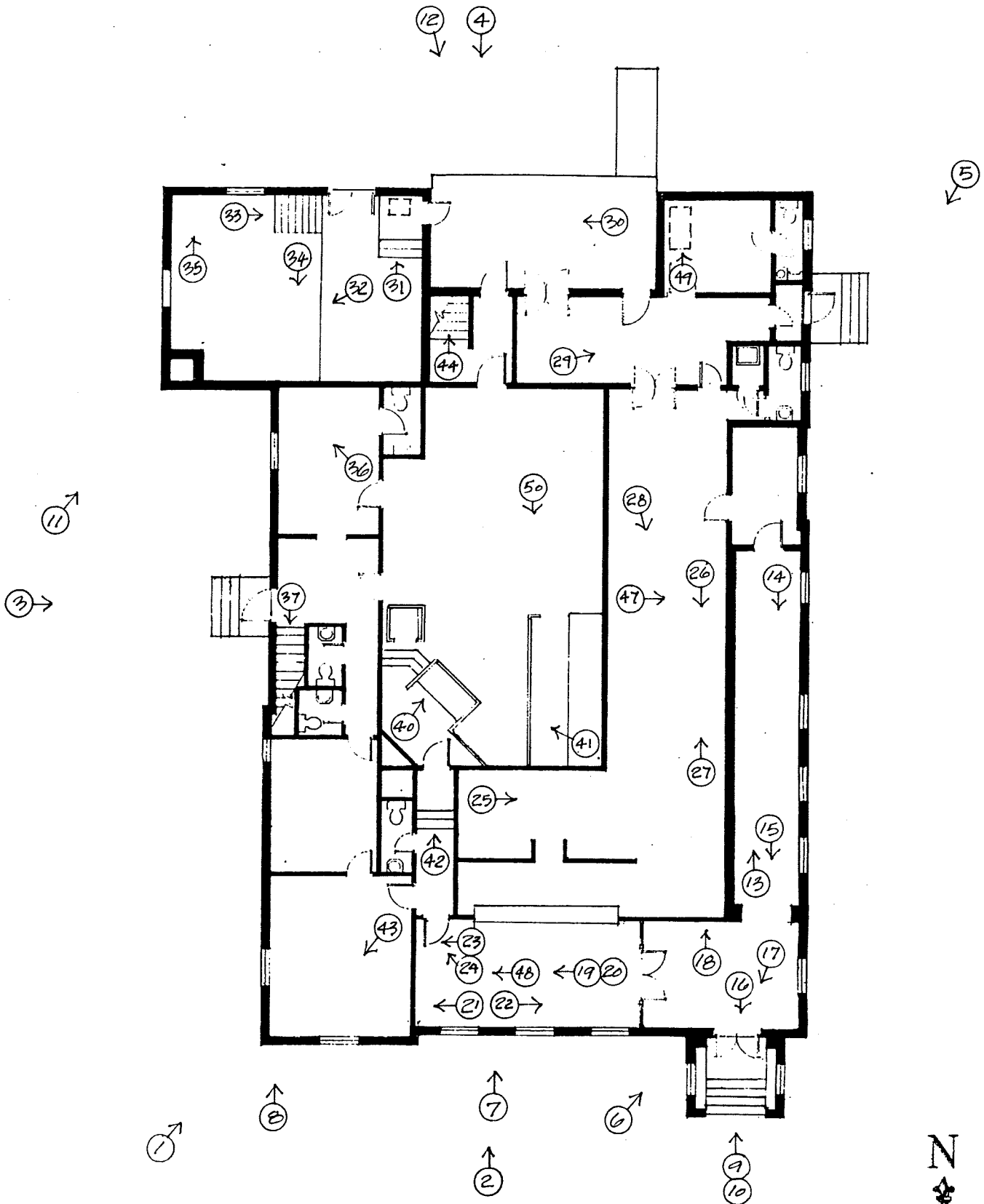
OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA



KEY TO PHOTOGRAPHIC INVENTORY - SECOND FLOOR
Not To Scale



OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA



KEY TO PHOTOGRAPHIC INVENTORY - FIRST FLOOR
Not To Scale



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enjoyed falling in love with Osceola. I went to the Indian Museum and other places in the City that might have helpful information on the subject. I was deeply touched when I came upon a water color portrait of Osceola done by an artist sent by our government to paint him." She wrote to the Section on one occasion that she "became fascinated with the costumes."⁶⁴

"Osceola Holding Informal Court With His Chiefs" depicts Chief Osceola, in the costume he wore at the time of his final capture, in discussion with other Indian officers. His gun is an old powder type used by the Indians which is in the Metropolitan Museum. His military rank is expressed by three silver plates on his chest. The feathers were from the heron, the leggings made of dyed deer skin. The white shirts were typical of the times, often heavily ruffled. To the left of the men is an informal domestic scene of two women and a child within a chikee. The women's costumes are of a later date. A puma lays at the center, and the surrounding landscape is composed entirely of native flora.⁶⁵

The mural was installed in August of 1938. The Chamber of Commerce wrote to the artist, "It is very colorful, typical Floridian and beautifully done throughout. Comment on your work has been most favorable and enthusiastic."⁶⁶ The local newspaper reported, "Miss Lucille Blanch...(is) in the top ranks of American contemporary artists and Fort Pierce is indeed privileged to possess so comprehensive and representative an example of her work."⁶⁷ She was subsequently commissioned to paint a mural for the Appalachian Post Office in Virginia, and for post offices in Hemingberg, Kentucky; Tylertown, Mississippi and Sparta, Georgia.⁶⁸

The Section of Fine Arts was devoted to sponsoring work of high quality regardless of the artist's need. The policy was controversial and the program only survived by keeping a low profile. As the

⁶⁴Fran Rowin, 54, 58.

⁶⁵Ibid., 59.

⁶⁶Ibid., 59.

⁶⁷Paul Michael Siboroski, 35.

⁶⁸Fran Rowin, 60.

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nation began focusing on war, art lost its priority. In 1940 funding for federal building projects was cut, and by 1943 the funds left to finance existing projects were spent. The program was abolished the same year. During its ten year history, the Section had commissioned 1,118 murals, 10,000 easel paintings and 300 sculptures. From 1933 to 1943, the New Deal as a whole had sponsored more than 10,000 artists.⁶⁹

⁶⁹Paul Michael Siboroski, 7, 10, 11.

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earlier Federal style into a more Spartan classicism. New Deal architects also made an effort to tailor their styles to regional themes, such as Colonial on the Atlantic coast, French Provincial on the Gulf coast and Mediterranean Revival in Florida.

The new Fort Pierce Post Office was completed in early 1936 under the PWA (Public Works Administration), created by President Roosevelt in 1933. The PWA built 75% of new schools, 65% of new courthouses and city buildings, and 35% of all new hospitals in the nation.⁵² The post office was built from plans supplied by the U.S. Treasury Department, with Louis A. Simon as Supervising Architect and Neal A. Melick as Supervising Engineer. At the same time, Simon supervised construction of the Old Perry Post Office in Taylor County—very similar in design, but smaller overall. While the latter stood out in contrast to the prevailing north Florida architecture, the Fort Pierce Post Office fit in well with the Mediterranean ambience created throughout the city during the land boom of the 1920's. Louis A. Simon was also responsible for the Palm Beach Post Office, built in 1937, replacing Addison Mizner's design, which was adjudged too costly.⁵³ There Simon's building, which would have been upscale in Fort Pierce, is too plain for its neighbors. It continues to operate as Palm Beach's post office. Simon had previously collaborated with George Albee Freeman on the Classical Revival U.S. Post Office and Federal Building in Sarasota (1934).⁵⁴ Simon's Perry, Palm Beach and Sarasota post offices are listed on the National Register of Historic Places.

Mediterranean style was most effectively used in Fort Pierce to set apart prominent public buildings, such as City Hall, and was therefore a fitting style for a new Federal building downtown. The Old Post Office stands as the last example of any such public building constructed in the city until the present day. It is also one of only two significant examples of New Deal architecture in the county. It features St. Lucie County's only WPA/Treasury Department mural.

⁵²Fran Rowin, Federally Sponsored Murals in Florida Post Offices During the Depression, 3.

⁵³Articles and correspondence—Palm Beach Post Office files.

⁵⁴Morton D. Winsberg, ed., Florida's History Through Its Places.

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LUCILLE BLANCH, "THE SECTION", AND THE POST OFFICE MURAL

The Old Post Office's simplicity—in the sense of ornamental restraint—is relieved and—in the sense of handsomeness of design—accentuated by the mural in the lobby. It was sponsored by the U. S. Treasury Department's Section of Fine Arts, which achieved its best results in post offices. That is where most of its fourteen Florida murals were done, between 1936 and 1942.⁵⁵

In 1934 Roosevelt created an emergency program called the Works Progress Administration. The WPA set out with \$5 billion to create enough jobs—quickly—to take 3,500,000 people off relief, and became the first federal agency to put artists to work. Until the 1930's, in the rare cases where the U.S. government bought art, it patronized the European market. The WPA's secondary objective was not only to employ American artists, but to put them to work on "the best possible projects".⁵⁶ Many American artists themselves were still under the influence of Old World styles and themes, and concern had been growing since the 1920's that there was a lack of identity in American art. The federal government's experiment as a patron of the arts in the 1930's did much to change that.⁵⁷ It was policy that the commissioned art should embody a vision of America that would be an accurate representation of the local history or current occupations of the town where it was located. Post office murals in particular were aimed at putting people in touch with their traditions and fostering a positive outlook on the future of their community and the nation.⁵⁸

There were four major programs for employing artists during the depression: the PWAP (Public Works of Art Project, 1933-34), TRAP (Treasury Relief Art Project, 1935-39), WPA/FAP (Works Progress Administration Federal Art Program, 1935-43), and "The Section" (Treasury Department's Section of Painting and Sculpture, later called the Section of Fine Arts, 1934-43). The Section was

⁵⁵Michael Zimney, "New Art, New Deal", Florida Heritage Winter 1998, 16.

⁵⁶Fran Rowin, 10.

⁵⁷Ibid., 4.

⁵⁸Paul Michael Siboroski, Reflections of the Community: Post Office Murals in Florida Commissioned Under the New Deal, 13-15.

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least, of all the four, a relief agency. Nationwide competitions were held, judged by juries of experts. The Section's primary duty was to "Secure the best quality art to embellish public buildings."⁵⁹ It reviewed newly designed Federal buildings and funded appropriate artwork through a 1% reserve of the construction cost, with approval of the Supervising Architect. Awards to individual artists ranged from \$10 to \$20 per square foot for murals. Two years were allowed for completion.⁶⁰

Lucille Blanch was commissioned in late 1936 to paint a mural for the newly built Fort Pierce Post Office, based on work from a previous competition. The award was \$630 for a painting to measure approximately 4 x 11 feet.⁶¹ It was to be done in oils on canvas, and she proposed that it be mounted on stretcher strips that could be attached to the wall. The Section staff vetoed her method of installation because it would look like a "large painting", and asked her to "proceed in the usual manner." They were also in the habit of making suggestions as to content and execution.⁶²

Lucille Blanch was born in Hawley, Minnesota, on December 13, 1895. She studied at the Minneapolis Art Institute under Goeteh and Koehler; and the Art Students' League in New York under Dumond, Robinson and Gruger. She taught at Sarah Lawrence College and at the Ringling School of Art in Sarasota. Her artwork was in the collection of the Metropolitan, Whitney, Minneapolis and University of Nebraska Museums. She received a Guggenheim Fellowship in 1933. She was a member of the Woodstock, NY, art community at the time she won the commission.⁶³

She was unable to visit the town, due to teaching obligations, until after installation of the mural. She corresponded with the Chamber of Commerce in developing her subject. In a 1976 interview she recalled, "I did my research and the planning of the painting of the mural in New York City. I

⁵⁹Fran Rowin, 5, 8, 20.

⁶⁰Ibid., 18.

⁶¹Paul Michael Siboroski, 32.

⁶²Fran Rowin, 55.

⁶³"Mural Painting by Lucille Blanch "Osceola Holding Informal Court With His Chiefs", Section of Fine Arts bulletin.

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qualified voters present.¹⁷ The Indian River Telephone Company was established in 1902, with exchanges in Jensen and Fort Pierce, salvaging parts of the one-wire telegraph line laid by the army from one end of the Indian River to the other during the Seminole wars.¹⁸ The Fee family opened the Bank of Fort Pierce in 1903.¹⁹ In 1905 Fort Pierce became the seat of St. Lucie County, population about 3000, recreated out of Brevard County, the seat of which was Titusville. The Florida East Coast Railroad had established a division point at Fort Pierce, boosting the job market. A proper county courthouse was built in 1909. The St. Lucie County Bank moved from Jensen to Fort Pierce in 1910 in recognition of the fact that the city's progress.²⁰ It had become the center of commerce for the entire county. The population of the county was over 4,000, that of the city just under 1,500. Citizens had electricity by 1912. In 1914 Fort Pierce High School was built, an outstanding example of Mission style architecture which for many years housed the only high school from Stuart to Melbourne.²¹ Although the pineapple farming declined, the citrus industry took its place, followed by winter vegetables. Tourism was beginning to figure in the economy. By the end of the decade, the town had six churches, several hotels, a semi-weekly newspaper, a Golf and Country Club, a Rod and Gun Club and a Chamber of Commerce with a dedicated promotional program. The Fort Pierce ocean inlet was being dredged and scheduled to open in 1921.²² The population was over 2,000 and growing fast. Fort Pierce was ready to take advantage of the land boom of the 1920's.

The early twenties saw plans under way for the opening of an ocean inlet and for a causeway to the barrier island. Symbolic of the optimism of the time, the Sunrise Theater was built by one of the town's leading entrepreneurs, Rupert Koblegard. It was, at the time of its construction in 1923, the largest theater between Jacksonville and

¹⁷Charles S. Miley, 5.

¹⁸Walter R. Hellier, Indian River, Florida's Treasure Coast, 39, 99.

¹⁹Ibid., 92.

²⁰Ibid., 96.

²¹Mary A. Bennett, Fort Pierce Elementary, A School and Its History, 36.

²²Fort Pierce Chamber of Commerce, Fort Pierce Florida, "The Golden Belt", 1921.

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Miami.²³ Fort Pierce began to call itself "The Sunrise City."²⁴ The city capitalized on its growing population and expansion of revenues with a series of community improvements. Street paving and widening, sewers, canals and bridges were given high priority.²⁵ A water filtration plant, incinerator, parks and wharves for the new port were planned. From 1921 to 1923 more than 200 houses, the theater, a school and several business and office buildings were constructed at a cost of over \$1,000,000. In 1924 the population was 4,000 and expenditures on development were expected to exceed \$1,500,000.²⁶ Most of the local lawyers were busy with work for real estate dealers. The largest payroll in the city was still that of the Florida East Coast Railroad.²⁷ In 1925, the population peaked at 8,500. A new fire station and jail, and an elegant Mediterranean style City Hall were built. The county had 67 miles of paved road, mainly the Dixie Highway and Indian River Drive. The causeway from downtown to the beach on Hutchinson Island was complete. Of luxury projects, a casino was built at on the beach, a man-made island, in the manner of those between Miami and Miami Beach, was on the drawing boards; and several grandiose subdivisions were planned by private developers.²⁸

The city's own Venetian Island and the Coral Gables-style developments like Indrio turned out to be sand castles when the real estate market collapsed, exacerbated by the south Florida hurricane of 1926. In Fort Pierce an ingenious method was devised to put people to work for the city and paying them in scrip.²⁹ Development continued at a slower pace until the Bank of Fort Pierce closed in 1927; two hurricanes, back to back, hit closer to home in 1928; and the stock market crashed in 1929. The St. Lucie County Bank was saved. The port was finished, giving Fort Pierce the only important deep water harbor between Jacksonville and Miami. Completion

²³Nichols Schwab Inc. et al., Sunrise Theater, Architectural Assessment and Preservation Plan, 6.

²⁴E. L. Adams, Centennial Reflections, 34.

²⁵Fort Pierce News Tribune, June 19, 1925.

²⁶Fort Pierce Chamber of Commerce, The Cat's Out of the Bag at Fort Pierce Florida, "The Sunrise City."

²⁷Judge Alto Lee Adams, The Fourth Quarter, 59-61.

²⁸Fort Pierce Chamber of Commerce, Prosperous Fort Pierce-Where Ocean, River, Rail and Highway Meet, 1925.

²⁹Judge Alto Lee Adams, 69.

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of the Dixie Highway kept the city on the tourist map. The county built a 167 acre airport. The Chamber of Commerce, somewhat diminished in both resources and exuberance, continued to promote the Fort Pierce that was perfected during the golden age of the twenties.³⁰ In 1930 the population of the city had declined to under 5,000, rising to over 6,000 in 1935.³¹

In 1931 P. P. Cobb's store closed. The News Tribune wrote: "The closing of Cobb's store will mark the passing of a landmark, an institution that has been largely responsible for the development of this section. Thousands of families and individuals, both in pioneer and in later days, have been materially aided through the liberal but quiet generosity of its owner."³² Only two significant buildings went up during the depression: the post office, in 1935, and the Coast Guard station, in 1937. Cattle ranchers and tomato farmers found a mutually beneficial arrangement whereby a pasture was lent to tomatoes one year and grass the next³³ People who could, went back to living off the land. For the average person, subsistence was his economic level, barter his medium of exchange. Nevertheless, community spirit was well—the beaches were pristine, there were always dances to attend and movies to see, and the fishing was still good.

In 1940 the city estimated its population at "8,000 in summer and 11,000 in winter."³⁴ One of 17 State Farmer's Markets was built in Fort Pierce and opened in 1941, primarily to serve tomato growers.³⁵ As the second World War began, construction came to a dead stop, but the depression was banished. The Navy chose Fort Pierce for the site of an amphibious training base, and many service men became part of community after the war. With its \$380,000 citrus pre-cooling and refrigeration plant, the port of Fort Pierce was rated fifth in importance in the

³⁰Fort Pierce Chamber of Commerce, Economic Survey of Fort Pierce and St. Lucie County, 1934.

³¹Fort Pierce Chamber of Commerce, 1935 Directory of Fort Pierce and St. Lucie County.

³²Charles S. Miley, 97.

³³Interview with Pete Serra, Fort Pierce State Farmers' Market, 2000.

³⁴R.L. Polk & Co., Polk's Fort Pierce City Directory 1940.

³⁵Pete Serra.

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state.³⁶ In 1946 the city's first radio station, WIRA, began broadcasting.³⁷ The marina, beaches and fishing spots began to thrive again with tourists, and retirees discovered that the area was an affordable paradise. Post-war prosperity buoyed the economy throughout the fifties and sixties, although it brought with it serious new challenges to the city's viability.

HISTORICAL SIGNIFICANCE

After the Civil War, mail intended for the Indian River settlers came from Jacksonville by steamboat along the St. John's River as far as Salt Lake Landing. From there it was loaded on a trolley and pulled by mule to Titusville. James Paine, whose father had pioneered the St. Lucie settlement near Fort Capron, was commissioned to carry the mail up and down the Indian River partly by virtue of his skill with a sailboat. He would blow a conch shell as he approached a dock when he had a delivery, or stop at a signal flag for a pick-up. At the end of his route he passed his letters on to the "barefoot mailman" in Jupiter for delivery to points south. Paine became postmaster at St. Lucie, and served for 37 years.³⁸

The first post office in what would be Fort Pierce was started in 1885 in the neighborhood of Edgartown, and was named Bass Post Office after its first postmaster, Charlie (Thomas C.) Bass.³⁹ Bass's successor was a reluctant Mr. Beecher, who was ready to retire, but could not find a man to replace him. His problem was solved when the office closed after "Cantown", across the creek, a half mile south of Edgartown, successfully applied to have a post office at their headquarters in the former Hogg's trading post. It was granted under the name "Fort Pierce", after the old fort, the site of which was a mile and a half down river.⁴⁰ The date was January 29, 1888, and Peter P. Cobb

³⁶R. L. Polk & Co.

³⁷E. L. Adams, 66.

³⁸Lucille Rieley Rights, 45-46.

³⁹E. L. Adams, 6.

⁴⁰Charles S. Miley, 3.

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became the first postmaster.⁴³

Other early postmasters were Reuben Carlton, Robert Lee Brown and Miss Ella Hankins.⁴⁴ Even after the railroad came through Fort Pierce in 1894, there were only two men on duty in the corner room at Cobb's Store. According to an article in the old Fort Pierce News from the early 1900's, "Residents used to gather there, mosquito brushes in hand, early in the evening after F.E.C. train No. 29 came in from Jacksonville, to get their mail and visit with each other."⁴⁵

Eventually the post office outgrew Cobb's store and moved across Avenue A to the south of the Fort Pierce Bank Building, which was on the corner of Second Street and Avenue A. It was the beginning of the south Florida land boom. Thomas Roden was appointed postmaster by President Harding in 1922. For the first time Fort Pierce needed a letter carrier. Charles Croghan took the civil service exam, applied to Roden, and got the job in 1923. He delivered the mail for the next three decades, mainly on foot, and accompanied by his dog, Blackie.⁴⁶ Rodan also hired the first black postal clerk in Fort Pierce, Chester A. Moore. Moore lasted a day and Rodan was fired.⁴⁷ He was replaced by Wilbur C. Russell, who resigned in 1925, to be succeeded by W. S. Moe, commissioned by President Coolidge.⁴⁸

The demise of the land boom was not really accepted in Fort Pierce until 1927 when the Bank of Fort Pierce closed. Development slowed to a halt, and the architects who had gathered to direct it, one by one, left to seek their fortunes elsewhere. In the midst of its newly-built charm, the city went back in time to live off the land. There were 15,000,000 unemployed workers in the country in 1933,

⁴³Kyle S. Van Landingham, Pictorial History of St. Lucie County, 17.

⁴⁴Anna Pearl Leonard Newman, Stories of Life Along Beautiful Indian River, 31.

⁴⁵Charles S. Miley, 3.

⁴⁶The Fort Pierce News-Tribune, November 10, 1955.

⁴⁷Vertical files, St. Lucie County Library.

⁴⁸The Fort Pierce News-Tribune, January 4 & 7, 1934.

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when President Roosevelt proposed a New Deal, featuring radical programs like the Public Works Administration, which instituted a national public building program. Over \$700,000,000 would provide more than 1000 communities across the country with their first federal buildings. Fort Pierce became one of those communities.

In 1934 the city could announce that "The Government has appropriated \$72,000 for a new Postoffice building, the site has been secured and work will start shortly" due to the fact that "the postal receipts for each quarter of 1934 have shown a decided increase over the corresponding quarter of 1933."⁴⁷ Postmaster Moe's term was up and Charlie W. Peters was the candidate endorsed by local democrats. He won the position with a salary of \$2800 per year, \$300 more than any of the neighboring towns for which applications were being called by the civil service commission at the same time.⁴⁸ He would preside over the new Fort Pierce Post Office building, dedicated in 1935.

Throughout the 40's and 50's, and even into the 60's, the post office was still known as a community meeting place and activity center. The roof was a popular vantage point for viewing street events, such as the Cattleman's Parade and the Sandy Shoes festival. It could also be used as a stake-out spot for the police, should the need arise. When the United States entered World War II, spare portions of the building were first leased to recruiting offices of the armed services. Later the FBI had its quarters in the building; and last the Federal Circuit Court. The Federal Marshall maintained his office there until 1997 when he moved to a new building nearby. Several trials were held there entailing high security, and the windows in the judge's chambers were replaced with bullet-resistant glass. What was formerly the postmaster's private entrance through the lobby became the judge's emergency exit.⁴⁹

It was the main post office until 1964, when a larger facility was built several blocks west, which could accommodate the loading and unloading of trailer trucks. It then became known as Station A,

⁴⁷Economic Survey of Fort Pierce and St. Lucie County, 1934.

⁴⁸Fort Pierce News-Tribune, January 7, 1934.

⁴⁹Fred Lienhard, 1999.

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and finally the Downtown Station. Unofficially, and popularly, it became known as the "Old Post Office."

Although the formerly leased spaces now stand vacant, the Old Post Office, a block from City Hall, is now a bastion of pedestrian activity in a sector which, cut off by the progress of U.S. 1 and other traffic developments, declined faster in the 1970's and 80's than the rest of the city. So much that, all but one of the churches which lined Orange Avenue moved away. The Methodist church made a conscious choice to stand fast, and remains as a gateway to downtown Fort Pierce. Its link is the Old Post Office. Demolition of the building under a previous postmaster was thwarted by community protest. The postal service is again considering its fate, without saying what form—renovation or other—it might take.⁵⁰ The Old Post Office is a crucial element in the City's and Main Street's preservation and revitalization plan for downtown Fort Pierce.

ARCHITECTURAL SIGNIFICANCE

The Panama-California Exposition of 1915 in San Diego had stimulated an interest in the use of vernacular architectural elements originating from the cultures around the Mediterranean Sea. The resulting styles became popular in areas of appropriate climate and history such as California and Florida. Mediterranean Revival became the signatory style of the land boom in southeast Florida. It includes elements common to Mission, Spanish Colonial and Italian Renaissance styles, such as classical and Moorish columns; low pitched, clay tile, gabled, hipped or flat parapeted roofs; stucco exteriors with terra cotta decorative features; and multi-level plans. Loggias and arcades and courtyards are frequently found. Walls may be decorated with cartouches, tile and terra cotta inserts. Decoration is often concentrated at door and window surrounds.⁵¹

The simpler and cheaper Art Moderne style gained favor with commercial builders in the depression era of the 1930's. Its influence on national public architecture caused the dressing down of the the

⁵⁰Interview with Postmaster Herbert Owens, February, 2000.

⁵¹Marcus Whiffen, American Architecture Since 1780.

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The eastern entrance is blocked from within, that space now being used for storage; traditionally it would have been the inspector's entrance. From his office at the northeast corner, now the swing room, he could have climbed through a trap door (Photo 49) to the gallery above to observe the employees through "peepholes."³

The non-postal interior has been considerably altered for the use of other federal agencies. The work room had taken up more space, such as that of the later courtroom, originally⁴. Much of that space was partitioned off. Most of the walls are paneled. Drop-ceiling hides the ductwork that occupies the formerly open ceiling space. Beneath the carpet that covers most of this section, the early hardwood flooring can be glimpsed (Photo 50). Original molding and trim is still apparent in places (Photo 39). Although some of the work may have started around the second World War, when armed forces recruiters had their offices in the building, most of the partitioning was done in 1964 and 1973⁵.

³Ibid., 1999.

⁴Interview with Eula Carlton, 2000.

⁵Fred Lienhard, 1999.

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SUMMARY

The Old Post Office is significant at the local level under Criterion C in the areas of Architecture and Politics/Government. It exemplifies Public Works Administration (PWA) architecture as adapted to the Mediterranean Revival that defined an era in Fort Pierce and in south Florida. It was built under the supervision of architect Louis A. Simon, who designed several other landmark Florida post offices during the depression. It represents the city's first dignified federal presence as expressed architecturally. It is one of only two significant examples of New Deal architecture in the county. Its centerpiece is a mural in the lobby depicting a scene from the life of Seminole Chief Osceola. The mural is one of 14 that were sponsored by the Works Progress Administration (WPA), through the Treasury Department's Section of Fine Arts, in Florida between 1936 and 1942. It continues to function as the Downtown Station. It is a crucial element in the City's and Main Street's preservation and revitalization plan for downtown Fort Pierce.

HISTORICAL CONTEXT

The United States took possession of Florida from Spain in 1821. The Ais of the south-central coast and other prehistoric Indians were virtually extinct by then, their few descendants melding with the mixture of immigrant tribes and runaway slaves who became the Seminoles. There were about 5,000 in Florida at the time. Friction with surveyors and settlers culminated in the 1835 attack on plantations south of St. Augustine which set off the Second Seminole War (1835-1842)⁴. The United States Army built a series of forts to counter the attacks and expedite the Policy of Indian Removal. One was founded on a bluff, the highest point visible, on the west bank four miles south of the Indian River Inlet, near an Ais mound and a spring. This took place in late 1837 by some accounts; perhaps on the morning of January 2, 1838, according to the journal of Dr. Jacob Rhett Motte, physician to the party of scouts. They named it after their commander, Lieutenant Colonel Benjamin Pierce, a career officer whose brother was Franklin Pierce, fourteenth President of the United States. The fort was deactivated after the war

⁴Lucille Rieley Rights, A Portrait of St. Lucie County, 29.

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and burned down in 1843.⁵

The war stopped rather than ended, and settlers replaced soldiers under the Armed Occupation Act passed by Congress in 1842, providing for the homesteading of 160 acre lots of land. The sporadic pioneers of the 1840's along the Indian River often used the ruins of Fort Pierce as a reference point in describing claims.⁶ The first attempt of an "Indian River Colony" to settle an area a few miles north of the fort was interrupted by the stabbing to death of John Barker, keeper of a trading post, by some Indians he had cheated.⁷ The family and neighbors escaped to St. Augustine, not to return until the 1850's, after the government had Fort Capron built near their homesteads, the site of present day St. Lucie Village. St. Lucie County had been created out of vast Mosquito County in 1844, the year before Florida became a state. The 1850 U.S. Census reported a county population of nearly 140, of whom 30 were soldiers and 27 slaves, commenting that "The inhabitants of the County were driven from it on account of the Indian hostilities and only a few of them have, as yet, returned."⁸

It was not until the 1870's that a settlement was founded that would be the beginning of Fort Pierce as a city. Alexander Bell had started a trading post at the site of the old fort in 1871, later homesteaded the land between Taylor Creek to the north and Moore's Creek to the south.⁹ Moore's Creek remains the northern border of the commercial downtown. This would become Fort Pierce's first residential neighborhood. It was named Edgartown after the grandson of A.G. LaGow, one of the pioneers. Other founders were the families of Frank and James Bell, and Reuben Carlton.¹⁰ Edgartown had a post office, named after the first postmaster, Thomas C. Bass. School was taught by Miss Ella Bell in her home until the first schoolhouse was built in the form of a "one-room palmetto-thatched shack" in 1881.¹¹

⁵Ibid., 30-31.

⁶Ibid., 36.

⁷Ada Coats Williams, A Brief History of St. Lucie County, 3.

⁸Lucille Rieley Rights, 36-41.

⁹Emily Lagow Bell, My Pioneer Days in Florida, 1876-1898, 25-29.

¹⁰Charles S. Miley, Miley's Memos, 3.

¹¹Ibid., 3, 8.

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In 1879 Captain Benjamin Hogg and his wife Annie surprised and delighted the isolated settlers when they landed near Moore's Creek with a shipload of goods for sale. They considered the site of the old fort, about a mile and a half away, for setting up shop. But finally, in 1882, they built a two-story wooden building, with a long wooden dock stretching out into the river, about a block south of the mouth of Moore's Creek. Annie tended store while the Captain sailed his schooner between Fort Pierce, the Bahamas and Jacksonville trading green turtles and coconuts for goods with which to stock his trading post.¹² Annie found an much-needed assistant in Peter P. Cobb, who came from Cazenovia, New York in 1883.¹³

When some New England investors bought the building to start an oyster cannery in the mid 1880's, Cobb stayed on to run the store. They called the place "Cantown."¹⁴ After a year Cobb bought the cannery out and turned it into P.P. Cobb's General Merchandise Store. He also expanded the pier into Cobb's Dock which eventually extended twelve hundred feet into the Indian River, accommodating steam ships, fish houses, an oyster house, and tracks for carting ice out and fish back. Bass Post Office in Edgartown was closed down in favor of a new post office opened in the store in 1888, with Cobb as postmaster. The new post office was named "Fort Pierce". The commercial district that grew up around the river landing and general store followed suit. Throughout the pioneer period, when the Indian River settlements were only accessible by boat, the Hoggs' trading post and Cobb's store was famous from Eau Gallie to Jupiter. Its fame extended inland, too, both among Indians and cowmen, to Fort Drum and Okeechobee. It was the eastern origin of the cattle drives, along a route now designated the Florida Cracker Trail,¹⁵ which ended with the sale of cattle in Fort Myers for shipment to Cuba from the port of Punta Rassa.¹⁶

The arrival in 1894 of Henry Flagler's railway, on its way south from Jacksonville, opened Fort Pierce to a new wave of settlers and a new range of economic possibilities. Pineapple growing was added to fishing and cattle raising. The city grew from a village to a town and was incorporated on February 2, 1901 with 53 out of 66

¹²Ada Coats Williams, 11.

¹³Charles S. Miley, 97.

¹⁴Emily Lagow Bell, 29-30.

¹⁵The Tampa Tribune, September 9 & 10, 1987.

¹⁶Edward A. Fernald, Atlas of Florida, 101.

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wall (Photo 4). A ladder adjacent to that door, inside, reaches through a hatch to the roof (Photo 31). From the concrete platform, several steps descend to a sunken boiler room. The boiler equipment and base of the chimney are down there. A hatch low on the south wall of the room opens onto the crawl space below the building (Photos 32-35).

The leased spaces were most recently used by the Federal Circuit Court, and consist of the south east third of the building including its upper story. The public entrance to the court room was on the west wall of the building (Photo 3, center door), through a lobby. The lobby led north to the clerk's office (Photo 36), east to the court room, and south to a secretary's office, beyond which were the judge's chambers. Stairs to the immediate south of the door (Photo 37) lead up to two rooms. The first was used by the probate officer; the second was the jury room (Photos 38, 39). These two rooms, and the restrooms between them, make up the building's upper story at the southwest corner, the portion with the tiled hip roof, lighted by the windows on the west elevation (Photo 3). The judge's bench stands at the south west corner of the court room, looking northeast (Photo 40). The jury area is on the judge's right hand, behind a knee-wall, and the witness box on his left (Photo 41). Behind the bench a hallway (Photo 42) led to either the paneled door in the lobby or to the judge's chambers. The chambers occupy the southwestern corner of the building at ground level, and were originally designed to be the postmaster's office (Photo 43). On the north wall of the loading dock, the westernmost of three doors was the Federal Marshall's entrance (Photo 30), which led south to the court room, or west and north, upstairs (Photo 44) to a hall overlooking the marquee through three windows (Photo 4). To the east of the stairwell, the first room is a holding cell (Photo 45), having a waiting foyer and a cell with a bench facing the door and a toilet concealed behind the wall. A room at the east end of the hall, and another off the hall to the south, are office spaces (Photo 46). This portion of the building is the flat-roofed, second-story block at the center of the north end of the post office (Photos 1, 4).

ALTERATIONS

The main exterior alteration is the addition in the 1960's of the portico. An early picture postcard shows a broad flight of concrete steps with iron handrail leading up to the entrance, which is a double wood panel door with six lights (Attachment 1). A later view shows a different style of door, and

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slightly less ornamentation around the fanlight, but similar steps (Attachment 2). The portico, as described above, is compatible in style, material and proportion with the rest of the building. The relocation of the wrought iron tracery from the fanlight to the portico entry preserves the original intent. The earlier entry doors have been replaced by metal-and-glass doors with panic-bars.

Other exterior changes include the two windows at the southwest corner of the building, east and west (Photos 2, 3). They were replaced with bullet-resistant glass. A second floor window on the south elevation, and two first floor windows on the west elevation have been filled in. The east and west entry doors are later replacements, as are most of those on the north elevation at the loading dock. The flagpole was not originally in its present spot on the lawn. It was on the roof, centered at the front (south). A postal worker climbed the roof each morning and evening to raise and lower the flag.¹

Interior alterations to the public spaces are as follows. The foyer was created by installing a glass and aluminum partition at the entrance to the customer service lobby area so that the space could be locked while providing after-hours access to the mailboxes (Photos 17, 22). Originally a roll-up door had closed off the counter and both lobbies were open 24 hours a day. The panels high along the wall above the post office boxes were originally windows with open grillwork (the post office lobby windows were left open in good weather and the sea breezes provided fresh air)², but were later filled in (Photos 13, 15, 47). Free-standing interior furnishings are of various later dates. The customer service window trim and counter have been redone. The ceiling lights are recent. The wall-mounted mailboxes are original, as are the wood-framed bulletin cases below the mural (Photo 48). The mural is intact and maintains its historical place as an integral part of the post office lobby.

The postal work spaces have undergone some alteration over time. The wood flooring, some doors, parts of the mailbox interior section, and wall finishes up to the point of alteration for the sake of air conditioning are intact. Some of the office floor have been covered with linoleum. An inspector's gallery which might have looked out on all of the various postal operations below is not in evidence.

¹Interview with Billy Ferguson, 2000.

²Interview with Fred Lienhard, 1999.

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extended all the way to the southwest corner of Fifth and Orange until a fire destroyed part of the west wing. To its north on Fifth is the old Masonic Hall, now an office building. Across Orange are a series of small storefront businesses. Farther west along Orange are more storefronts on the south side and an elaborate Moorishly-ornamented Mediterranean Revival house, and finally the Mexican-baroque, Mission style Methodist Church. The immediate neighborhood of the Old Post Office comprises the westernmost end of the city's community redevelopment area.

EXTERIOR

The Old Post Office has six roofs, or roof levels—seven, if the portico is included (Photo 1). The south (Photo 2) and east (Photo 5) elevations are most visible to pedestrian traffic and are the most developed in architectural detailing. The building maintains its harmonious proportions on all sides, and is surrounded by a parapet with water table and precast concrete coping (Photo 1). A projecting base rising 2 ½ ft. above grade also surrounds and unites the building. It occupies a space approximately 104 feet north by 72 feet west on its lot.

At the south elevation (Photo 2), facing Orange Avenue, three central 8/12 single-hung sash windows are set in recessed round arches, separated by pilasters (Photo 7). A fourth, similarly recessed, is centered on the west corner bay, and contains a picture window. Each sill is adorned below with a recessed rectangular apron. The entrance is at the east corner. A stone plaque at the west corner is engraved with the date of construction and names of officials, architect and builder (Photo 8).

The entrance consists of a flat-roofed portico sheltering steps up to a double door. The metal and glass door is framed by wood pilasters and header with a wood frame fanlight above (Photos 9, 10). Both sides of the portico echo the recessed round arch, and sill treatment, of the windows, but feature open clay tile grillwork in place of glass (Photo 6). The facade is similar, with wrought iron tracery set into the arch above the door opening. A coped parapet tops the portico. An ornamental scupper is centered below the point at which the main roof parapet rises to a stepped segmental arch, crowning the entrance (Photo 1).

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The east elevation features five recessed-arched windows in a one-three-one group to the south, with typical pilaster and apron treatment. Toward the north end of this elevation follow three unadorned windows, the last two separated by a door set in a recessed arch. All the windows are 8/12 single-hung sash. The door is topped by a four pane transom and reached by an uncovered concrete stoop (Photo 5).

The north elevation has two distinct parts (Photo 4). The east corner houses a recessed mailing platform. This loading dock is accessible on foot by a concrete, handicapped-accessible ramp and is sheltered by a marquee. The marquee is suspended by means of four steel stanchions hooked to the facade at ornamental medallions. The lower, west wing features a double door with metal louvers above, and an unadorned 8/12 single-hung sash window (Photo 12). Electric utilities connect to the building at this corner. Within lies the boiler room, below grade.

The west elevation (Photo 3) includes the boiler room wing projecting furthest west with one plain 8/12 single-hung sash window centered, and a chimney in the shape of a mission bell tower with hipped tile roof (Photo 11). A central section of the elevation features one 8/12 single-hung sash window, a second filled in opening of the same size and shape, and a door with concrete stoop covered by a small marquee-like awning. The southwestern corner contains a second story topped by a hipped tile roof. This level is penetrated by a row of five smaller 6/6 single-hung sash windows grouped one-two-three. Below, on the ground level, are: one window similar to the above next to an identical filled opening. Last is a plain picture window of the typical 8/12 proportion.

INTERIOR

Interior to the building are public and private spaces. The private spaces are divided into those used for postal functions and those formerly leased to other governmental agencies, presently unoccupied. (See the ground floor and roof /second floor plans, attached) .

The public spaces are as follows. The foyer receives natural light from the fanlight over the double entry doors (Photo 16). To the west is the customer service lobby, continuous in form and finish with the foyer, although separated by a glass and aluminum partition (Photo 17). On the north wall

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facing the entrance is a wood-framed panel containing mail deposit slots (Photo 18), of similar finish to the bulletin cases below the mural in the customer service lobby. To the right of the mail deposit panel, an arched opening leads to the box lobby.

The customer service lobby runs along the front of the building (Photos 19, 22), parallel to Orange Avenue, and receives the light of the windows in the southern wall. Stretching across the west wall at the end of the lobby, from the crown molding down, is a mural commissioned under the Treasury Department program, painted by Lucille Blanch, depicting "Osceola Holding Informal Court with his Chiefs" (Photo 20). It is in relatively good condition considering that it has overlooked the comings and goings of several generations of postal customers. Below are two original wood-framed bulletin cases (Photos 21, 23). There is a panel door set into the north wall at its western end. The postal counter, and service window, runs along the north wall, beginning after the door (Photos 22, 24).

Straight through the foyer and perpendicular to the customer service lobby is the box lobby (Photos 13, 14), a long hallway, down which eastern windows light rows of brass mailboxes along the western wall. At the north end of the lobby is a wood panel door, leading to an office and the work area. A flat-arched opening connects the box lobby to the foyer. The ceiling throughout the L-shaped lobby/foyer area is 14 feet high, coffered and trimmed with crown molding (Photo 15). Marble wainscoting runs along the walls. The flooring throughout is red and brown quarry tile.

The private, postal spaces are as follows. Behind and parallel to the customer service counter is the window service room (Photo 25), leading to the work room beyond, which is parallel to the box lobby (Photos 26, 27, 28). At the end of the work room, north, is the mailing vestibule, which adjoins the mailing platform at the rear of the building. The north east corner of the building is divided into, going north from the door at the end of the box lobby, an office and restrooms; then at the west end of the mailing vestibule, the foyer of the eastern door turned into a storage room (site of the original postal inspector's entrance), and a break, or "swing", room at the corner (Photo 29).

Outside, on the mailing platform, at the back of the building, a door at the west end of the dock (Photo 30) leads down two steps to a concrete platform also accessed by a double door on the north

Name of Property

5. Classification

Ownership of Property
(Check as many boxes as apply)

- private
- public-local
- public-State
- public-Federal

Category of Property
(Check only one box)

- buildings
- district
- site
- structure
- object

Number of Resources within Property
(Do not include any previously listed resources in the count)

Contributing	Noncontributing	
1	0	buildings
0	0	sites
0	0	structures
0	0	objects
1	0	total

Name of related multiple property listings
(Enter "N/A" if property is not part of a multiple property listing.)

N/A

Number of contributing resources previously listed in the National Register

0

6. Function or Use

Historic Functions
(Enter categories from instructions)

Government/Post Office
Government/Federal Courthouse

Current Functions
(Enter categories from instructions)

Government/Post Office

7. Description

Architectural Classification
(Enter categories from instructions)

Other - PWA Mediterranean Revival

Materials
(Enter categories from instructions)

foundation Concrete
walls Stucco

roof Bitumen
other Tile

Cast Stone

Narrative Description

(Describe the historic and current condition of the property on one or more continuations sheets.)

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

OLD POST OFFICE, FORT PIERCE

Section number 7 Page 1

SUMMARY

The Old Post Office, built in 1935, is a two story building of asymmetrical plan, Mediterranean Revival in style. Its structure is steel frame on pilings. The walls are 12" terra cotta tile finished in smooth beige stucco. Of six roof levels, four are flat and parapeted; a red clay tile hipped roof covers the upper story level at the southwest corner, and also the northwest corner tower. Fenestration is single-hung sash, commonly in groups of three. Several interior rooms apart from the public postal spaces were remodeled in the 1960's and 1970's for use by other government agencies. The building anchors the western quadrant of Fort Pierce's community redevelopment area, comprising the traditional downtown as developed in the 1920's.

SETTING

Fort Pierce is on the east coast of Florida, approximately 238 miles south of Jacksonville and 58 miles north of West Palm Beach. The city consists of nine square miles of irregularly shaped land surrounded by unincorporated areas of St. Lucie County. Fort Pierce is the county seat. It occupies the banks of the Indian River lagoon and the northern tip of Hutchinson Island, a barrier island separating the lagoon from the ocean. The city contains several residential neighborhoods, an oceanfront resort area and the county's historic downtown. The major traffic arteries serving the city are Interstate Highway 95, U. S. Route 1, and Coastal Highway A1A. There is a small airport. A commercial seaport and the city marina can be reached from the Intracoastal Waterway and through the Fort Pierce Inlet to the Atlantic Ocean.

The building stands on an 18,924 sq. ft. lot at the northwest corner of Orange Avenue and Fifth Street, with the entrance facing south on Orange Avenue. Except for the paving for parking, the site remains much as it was when the post office was built. There is a narrow parking lot for employees at the north end, and a larger one for customers at the west end of the property. Orange Avenue is a main thoroughfare leading to downtown Fort Pierce, running from the post office a block south to City Hall, a block farther to the FEC railway tracks and Depot Drive, a third block south to Second Street ("Main Street"), a fourth to Indian River Drive, and a fifth to the river itself. Across Fifth Street which runs north and south, is the Arcade, a Mediterranean style mixed-use building occupying most of the block along U.S. 1, one block east of, and parallel to, Fifth Street. It had

EXHIBIT "A":

NATIONAL PARK SERVICE NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM

Attached and labeled

EXHIBIT "B":

PHOTOGRAPHIC RECORD OF PROPERTY INTERIOR TAKEN ON 10/3/02 AND
INVENTORY OF CHARACTER-DEFINING HISTORIC FEATURES REMOVED

Attached and labeled

United States Department of the Interior
National Park Service
NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM

Adapted for the
PROPOSAL
of Properties in Florida for
Nomination to the National Register
of Historic Places



1. Name of Property Fort Pierce Old Post Office

historic name Fort Pierce Post Office

other names Downtown Station, Station A, Old Post Office



2. Location

street & number 500 Orange Avenue not for publication

city or town Fort Pierce vicinity

state FLORIDA code FL county St. Lucie code  zip code 34950

3. Owner Awareness Statement

As the owner, or official representative of the owner, of the property identified above, I am aware of this proposal for its nomination for listing in the National Register of Historic Places. I have been advised of the procedures for review of the proposal by the State Historic Preservation Office and the Florida National Register Review Board, and for the formal nomination of the property at the discretion of the State Historic Preservation Officer. I understand that I will be notified of the date and place of the public meeting at which the proposal will be considered by the Florida National Register Review Board, and that I will be given an opportunity to submit written comments and to appear in person in support of or opposition to the nomination of the property.

At this time I support oppose reserve opinion on this proposal.

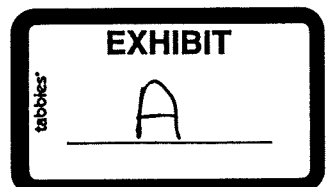
Signature of property owner or representative

Date

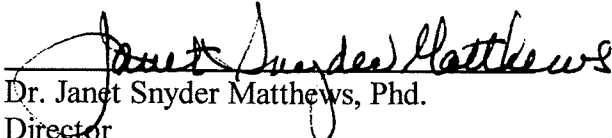
4. Legal Description of Property (according to county property appraiser's office)

AMENDED PLAT OF BLK 2 OF RE-S/D OF RECEIVER'S S/D LOT 4 (MAP 24/10D)

Attach continuation sheet if necessary




FLORIDA STATE HISTORIC PRESERVATION OFFICER:


Dr. Janet Snyder Matthews, Phd.
Director

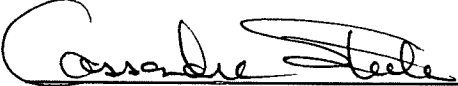
Date: 11/7/2002

CITY OF FORT PIERCE:

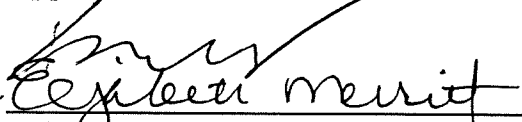

Edward G. Enns, Mayor

Date: 11-13-02

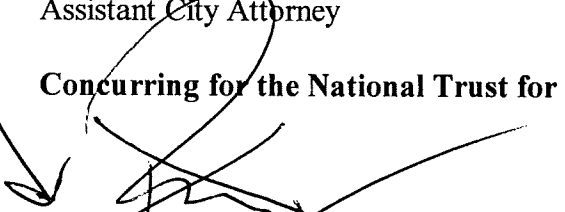
Attest::


Cassandra Steele, City Clerk

Approved as to form and content:


Robert V. Schwerer, Esquire
Assistant City Attorney

Concurring for the National Trust for Historic Preservation:


Betsy Merritt, Esquire
Deputy General Counsel

Date: _____

EXHIBIT "C"

PROTECTIVE COVENANTS

In consideration of the conveyance of certain improved real Property hereinafter referred to as the Historic Downtown Fort Pierce Post Office ("Property") located at 500 Orange Avenue in Fort Pierce, St. Lucie County, Florida, which is more fully described as:

Lot 4 of Block 2 of amended Plat of Block 2. Resubdivision of Receivers Subdivision of Block "L" of Lee's Map of the City of Fort Pierce, Florida. Said amended Plat being recorded in Plat Book 7, page 22, St. Lucie County, Florida public records.

Buyer hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Florida State Historic Preservation Office to maintain and preserve the Property as follows:

1. To preserve and maintain the Property in a manner that preserves the character defining historic features of the exterior and interior of the building in substantially the same condition received at the time of sale in order to preserve and enhance the qualities that make the Property eligible for listing on the National Register of Historic Places ("National Register")
2. Buyer has received the Property with certain interior features of the structure in an altered state from that of the date the Property was accepted onto the National Register of Historic Places. Buyer shall not be responsible for the altered state of the interior as received, nor shall Buyer be required to perform any remedial restoration of the interior.
3. That no alteration, remodeling or other work that relate to the characteristics that qualify it for inclusion to the National Register and that would further diminish the historic integrity of the Property shall be undertaken or permitted to be undertaken without prior consultation with, and permission from, the Florida State Historic Preservation Officer ("SHPO"), such permission shall not be unreasonably withheld.
4. The Section of Fine Arts mural "Osceola Holding Court with his Chiefs" is on permanent loan from the USPS to Buyer, as an integral character defining historical feature of this Property. The USPS shall retain all ownership rights. The Buyer shall take any and all reasonable steps to ensure the preservation and protection of the mural. At the end of every two calendar years the Buyer shall inform the USPS of the state of the mural. The USPS has the right to inspect the mural at any time, and should it find that the mural is not being cared for in a manner consistent with applicable Federal guidelines, the USPS has the right to take any and all remedies to force the Buyer to preserve and protect the mural.

5. That the Florida SHPO or authorized representative thereof shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being observed. Prior to said inspection; the SHPO shall furnish properly written notification to the Buyer of its intent to inspect the Property.

6. That these covenants are binding on the Buyer, its heirs, successors, and assigns in perpetuity. Restrictions and covenants contained herein shall be incorporated into any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any part thereof;

7. That the failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time; and

8. That these covenants shall be a binding servitude upon the real property that includes the Historic Downtown Fort Pierce Post Office ("Property") and shall be deemed to run with the land.

These covenants shall constitute conclusive evidence that the Buyer agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

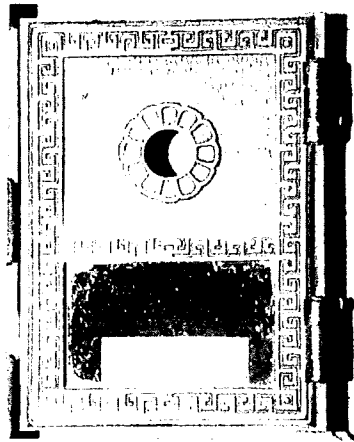
PO Box Brass Fronts Returned

PO Box Brass Fronts Missing

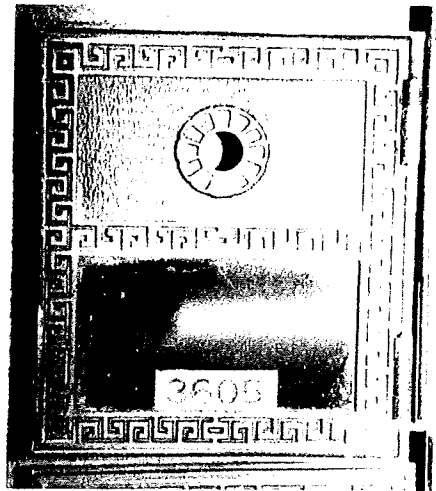
10/03/02

<u>size (in.)</u>	
#1 (3 ½ x 5)	414
#2 (5 ½ x 6)	83
#3 (11 x 6 drawers)	23
#4 (11 x 12 drawers)	9
<i>Total</i>	<i>529</i>

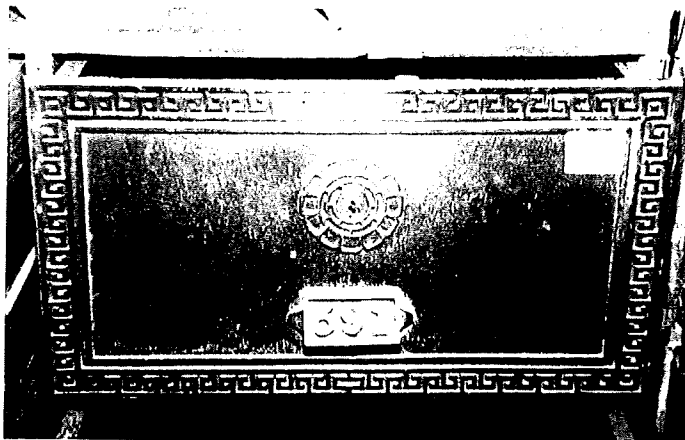
<u>size (in.)</u>	<u>qty</u>
#1 (3 ½ x 5)	183
#2 (5 ½ x 6)	117
#3 (11 x 6)	59
#4 (11 x 12)	9
<i>Total</i>	<i>368</i>



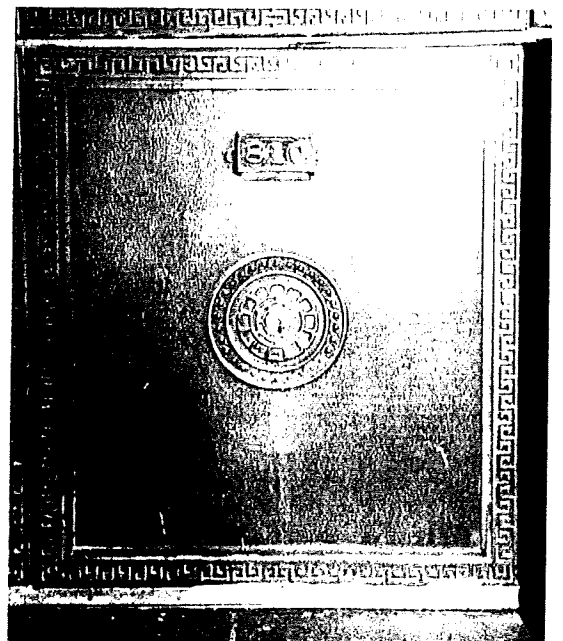
#1 Door



#2 Door



#3 Drawer



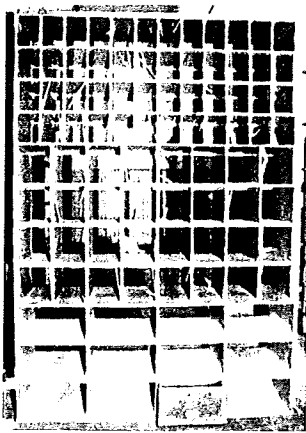
#4 Drawer

PO Box Wooden Frames Returned

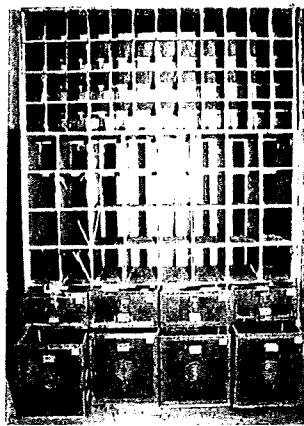
PO Box Wooden Frames Missing

10/03/02

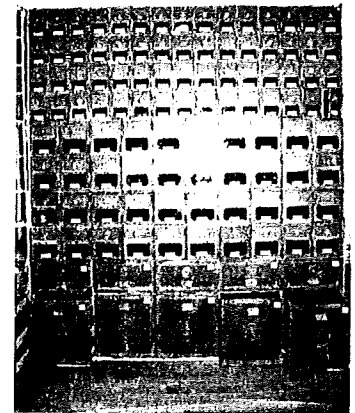
<u>size (in.)</u>	<u>qty</u>	<u>size (in.)</u>	<u>qty</u>
33 x 62	0	33 x 62	3
45 x 62 (A & B)	2	45 x 62	1
56 x 62 (C)	1	56 x 62	2
<i>Total</i>	3	<i>Total</i>	6



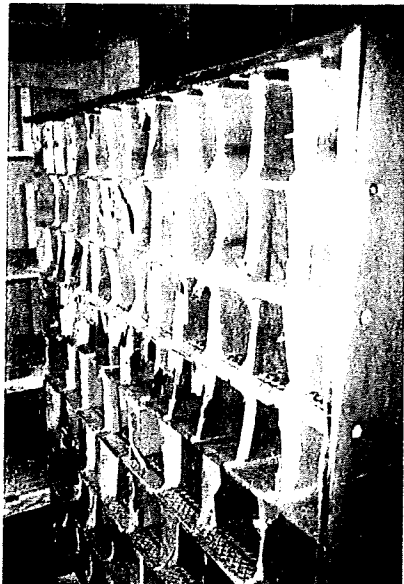
Box Frame A



Box Frame B



Box Section C



Damage to Frame A



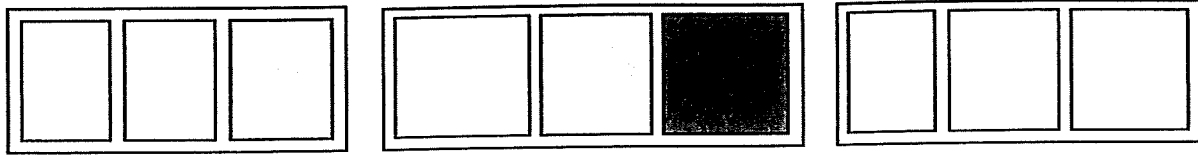
Damage to Frame B



Detail, Frame A

Pattern of PO Boxes Returned and Missing

10/03/02



(South)





A

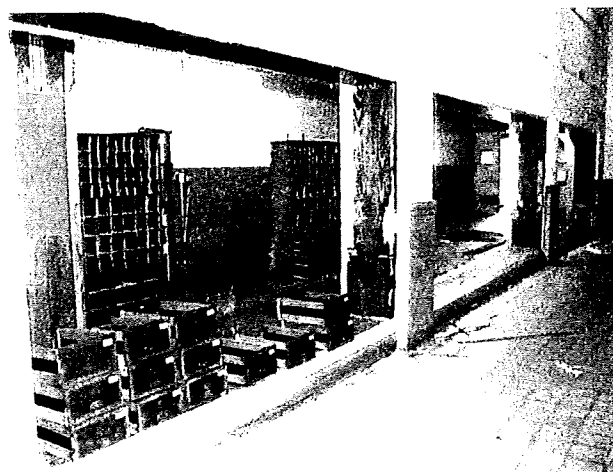
B

C

(North)

KEY

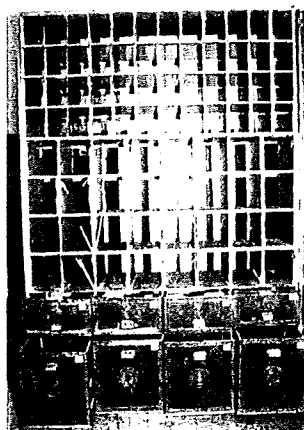
-  Opening in west wall of box lobby: (3) at 111", 157", and 134" wide each, from south to north
-  Space for missing PO box frame
-  Space for returned PO box frame, damaged, doors removed, some drawers present: A & B
-  Space for returned PO box section (frame with doors mounted and all drawers present): C



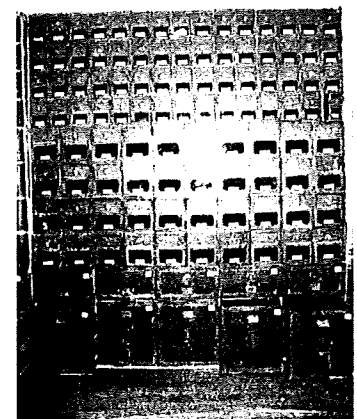
West wall of box lobby looking northwest (10/03/02)



Box frame A

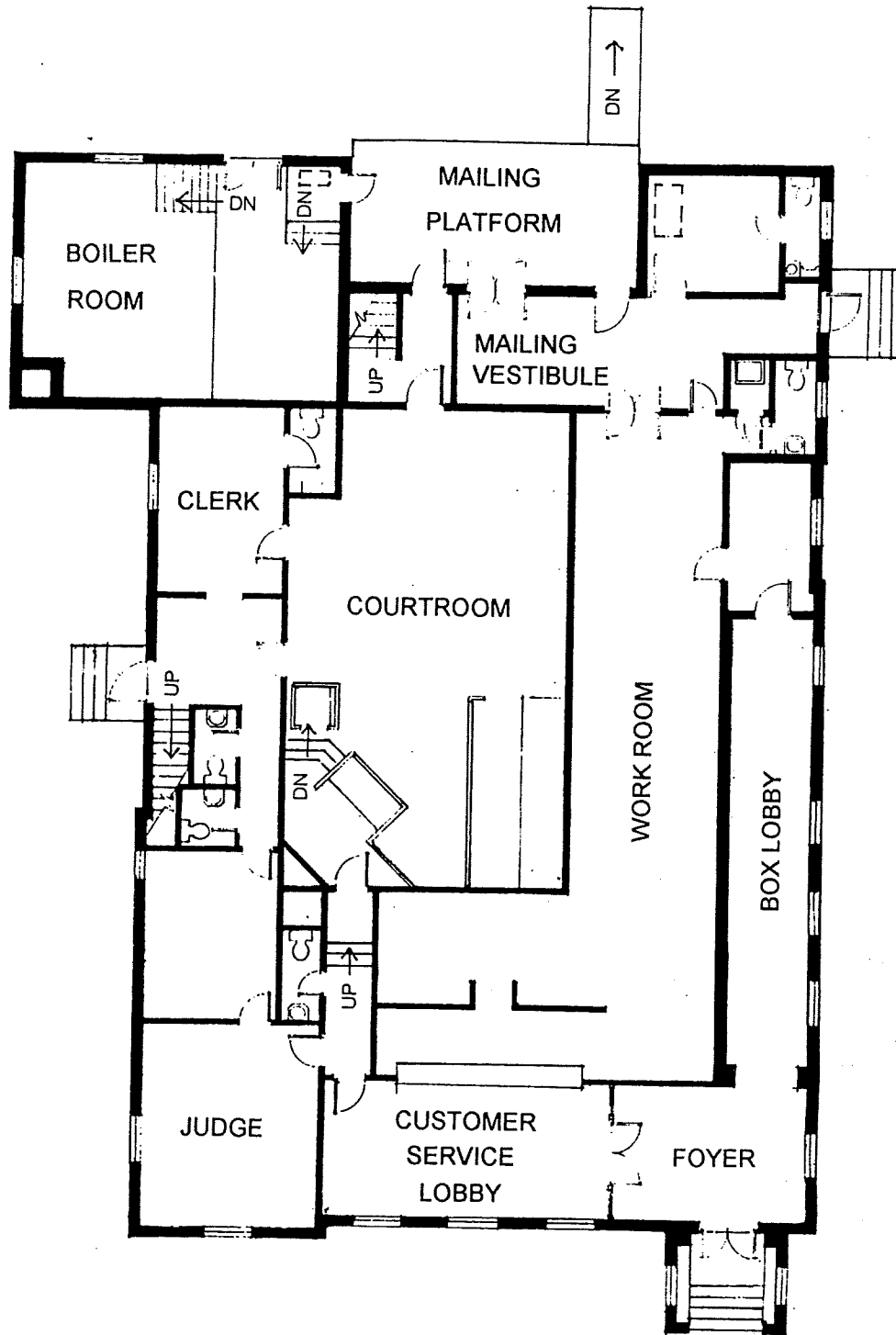


Box Frame B



Box Section C

OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA

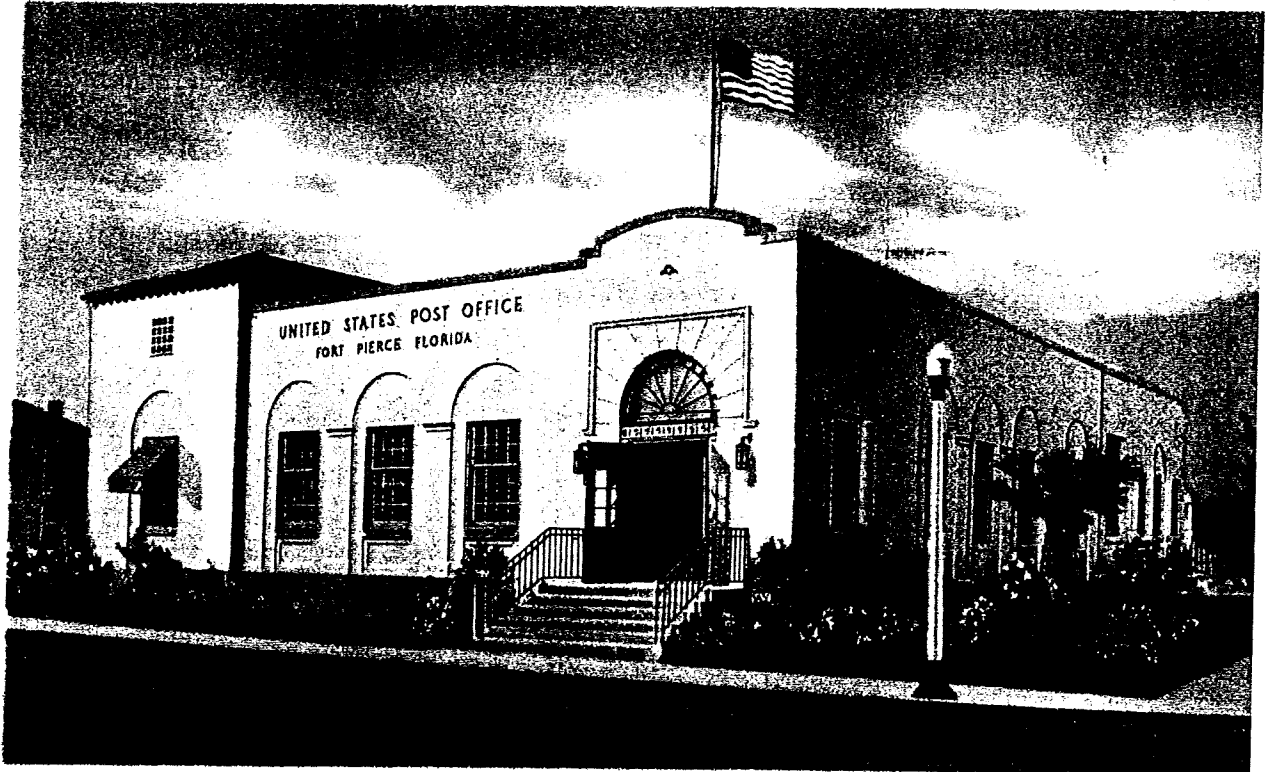


FIRST FLOOR PLAN
Not To Scale



OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA

F.P. 25 U. S. POST OFFICE, FORT PIERCE, FLA.

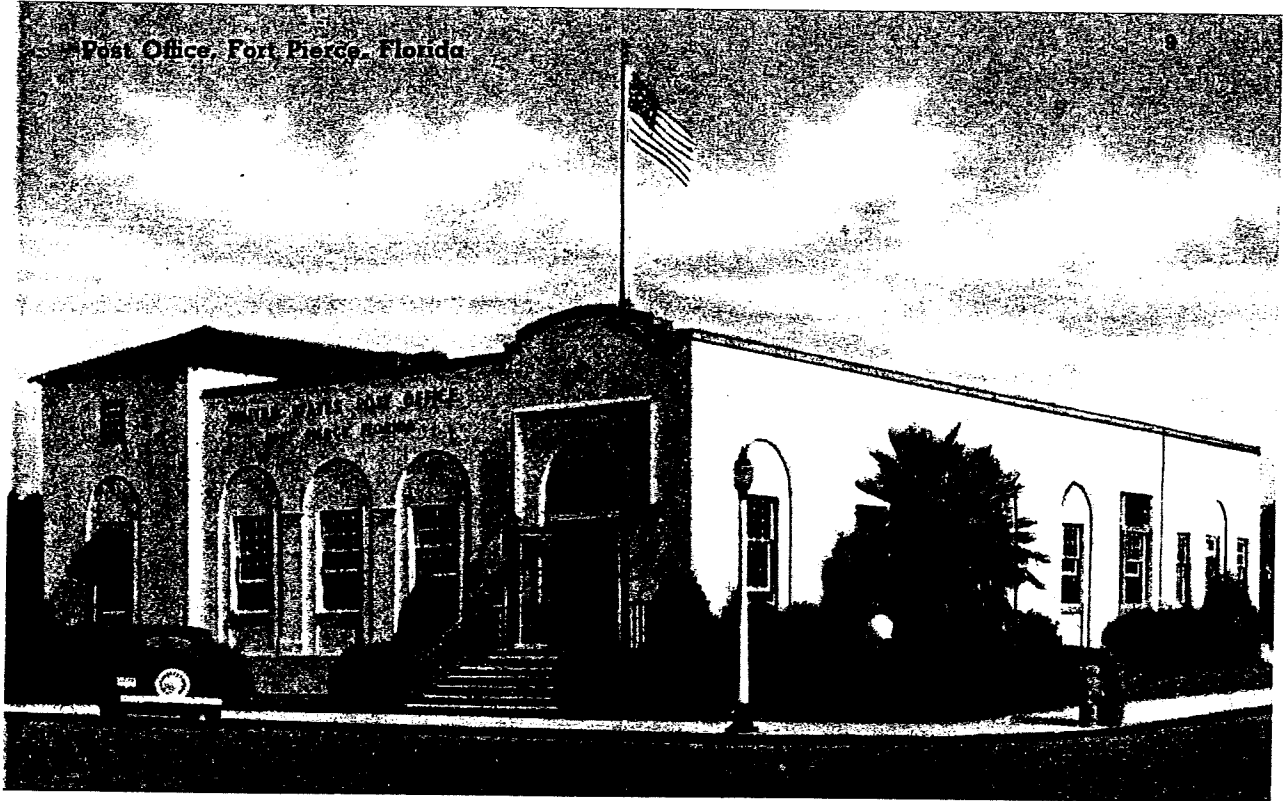


7A-H145

Attachment 1 of 3

South elevation from a picture postcard of the late 1930's.
Courtesy of Main Street Fort Pierce.

OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA



Attachment 2 of 3

South elevation from a picture postcard of the early 1940's.
Courtesy of Ramon Trias.

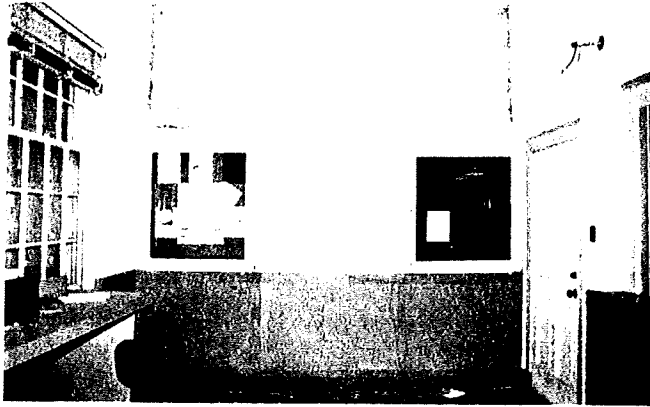
OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA



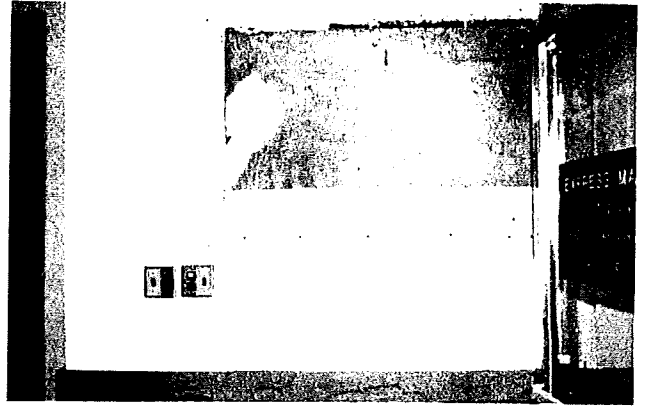
Attachment 3 of 3

“OSCEOLA HOLDING INFORMAL COURT WITH HIS CHIEFS”

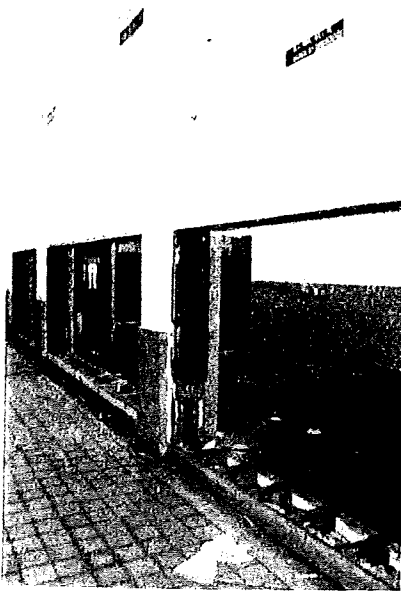
Mural in Old Post Office Lobby, by Lucille Blanch, 1938.



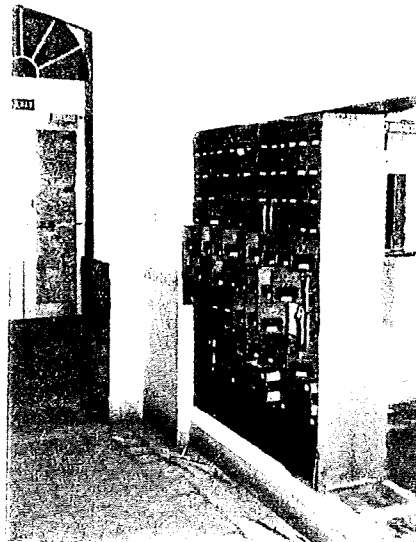
Customer Service Lobby (mural under restoration)



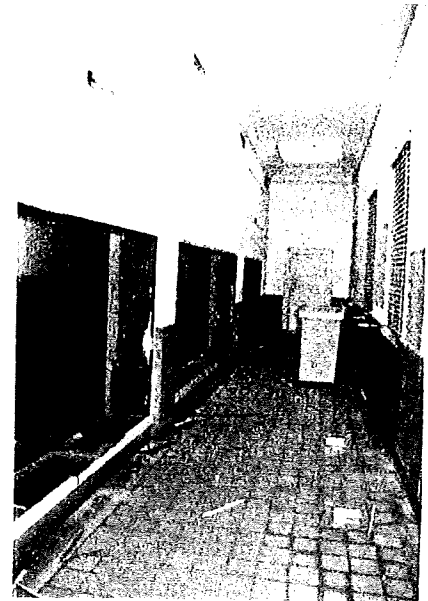
Foyer, south wall with missing bulletin board



Box lobby, looking southwest



Mispositioned box section C



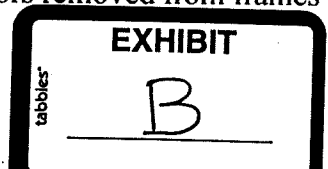
Box lobby, looking northwest

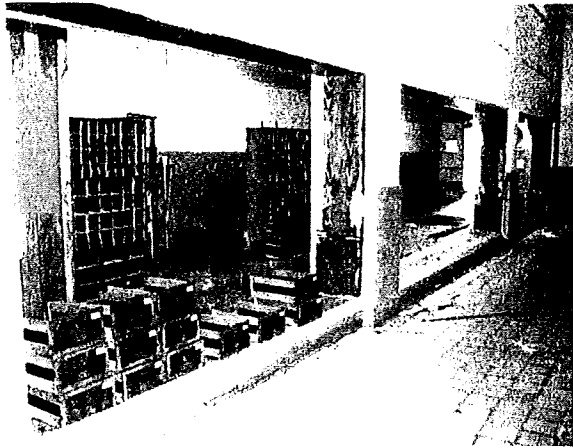


Cart with loose box doors

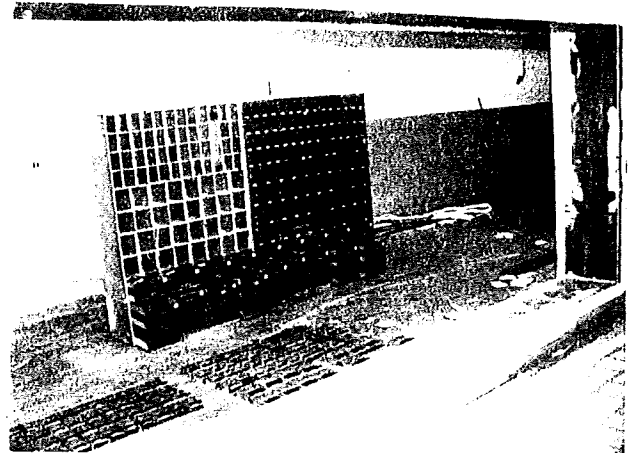


Basket from cart, with loose box doors removed from frames

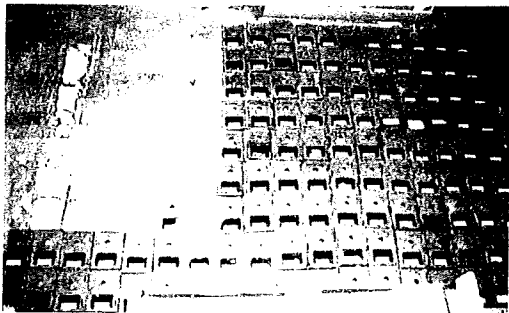




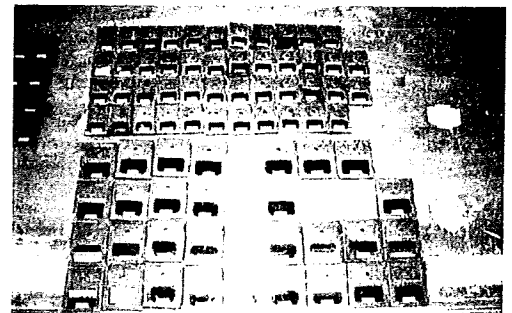
South opening, box lobby west wall



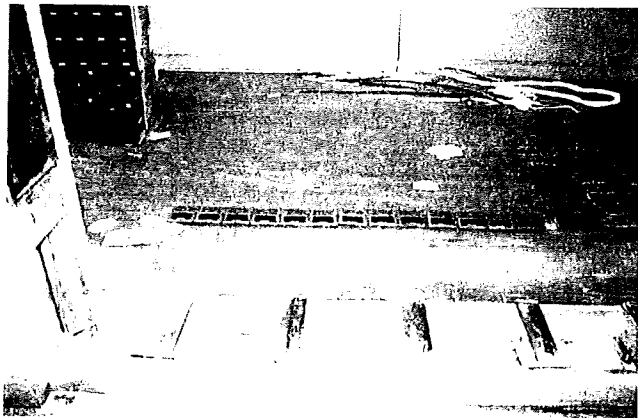
Center opening, box lobby west wall



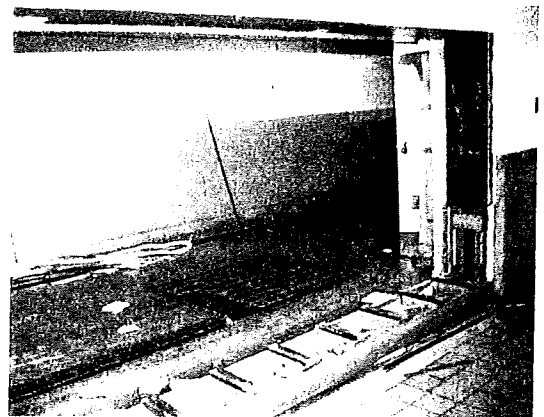
Boxes from south opening, south end



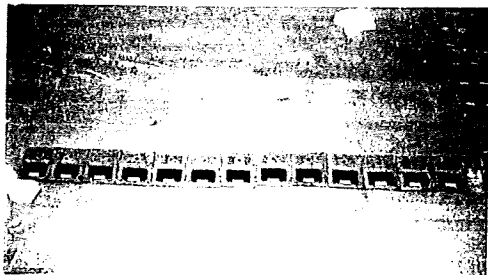
Boxes from south opening, frame A



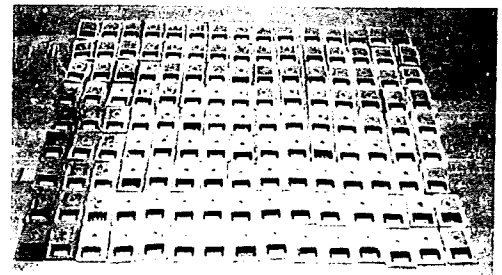
North opening, boxes from south end



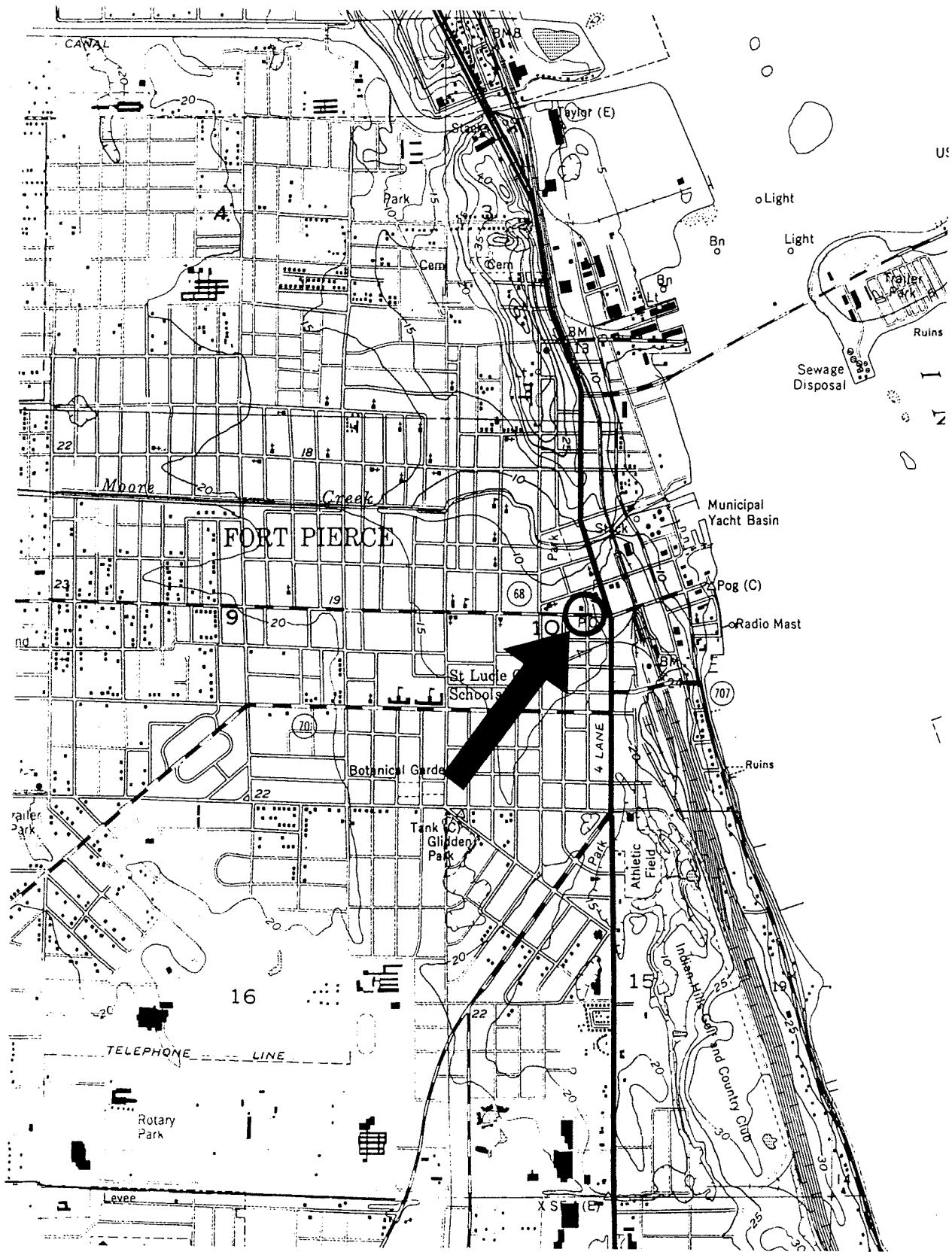
North opening, north end



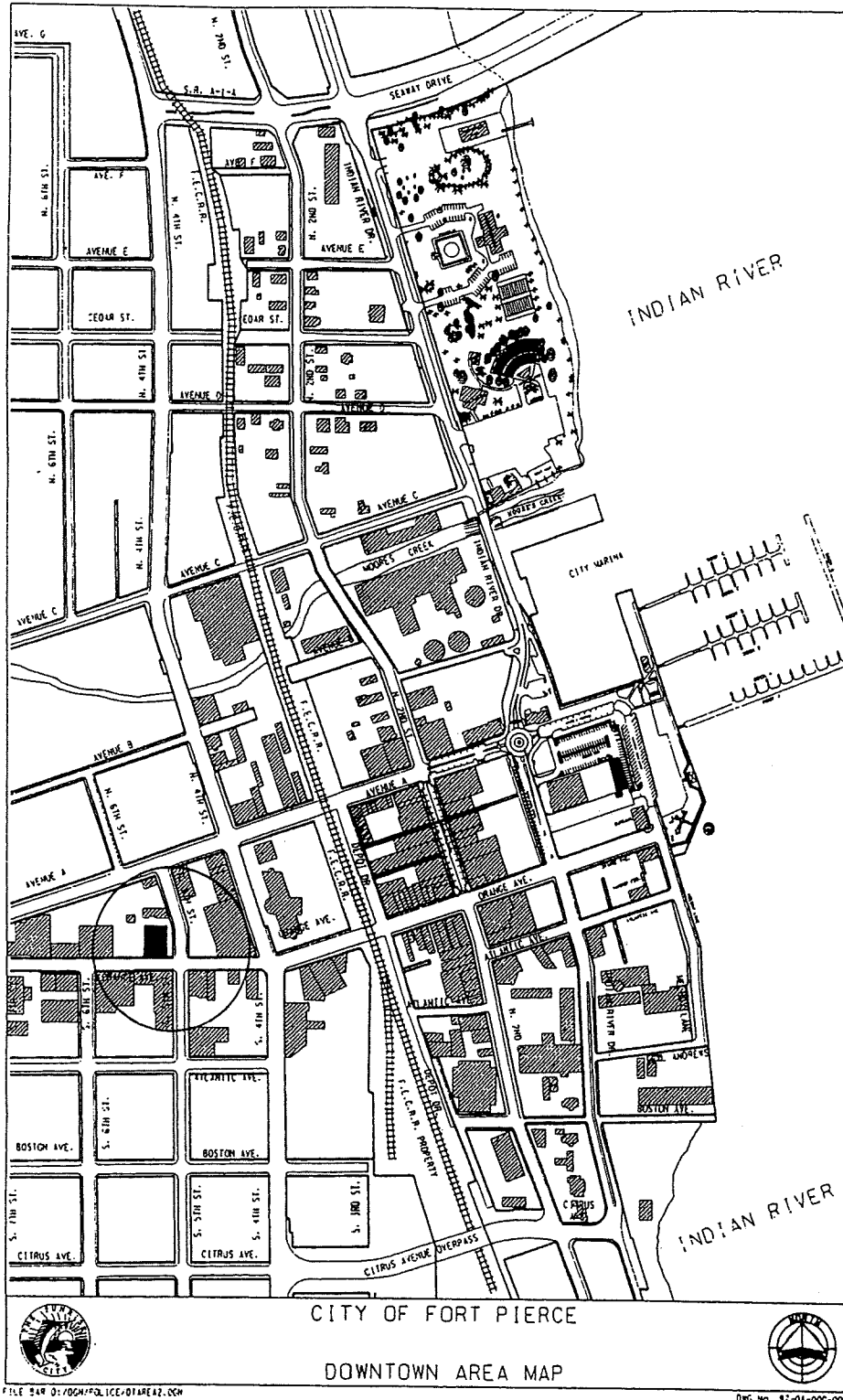
Boxes from north opening, south end



Boxes from north opening, north end



OLD POST OFFICE
Location on USGS map, Fort Pierce Quadrangle, FL, St. Lucie County; 1983.

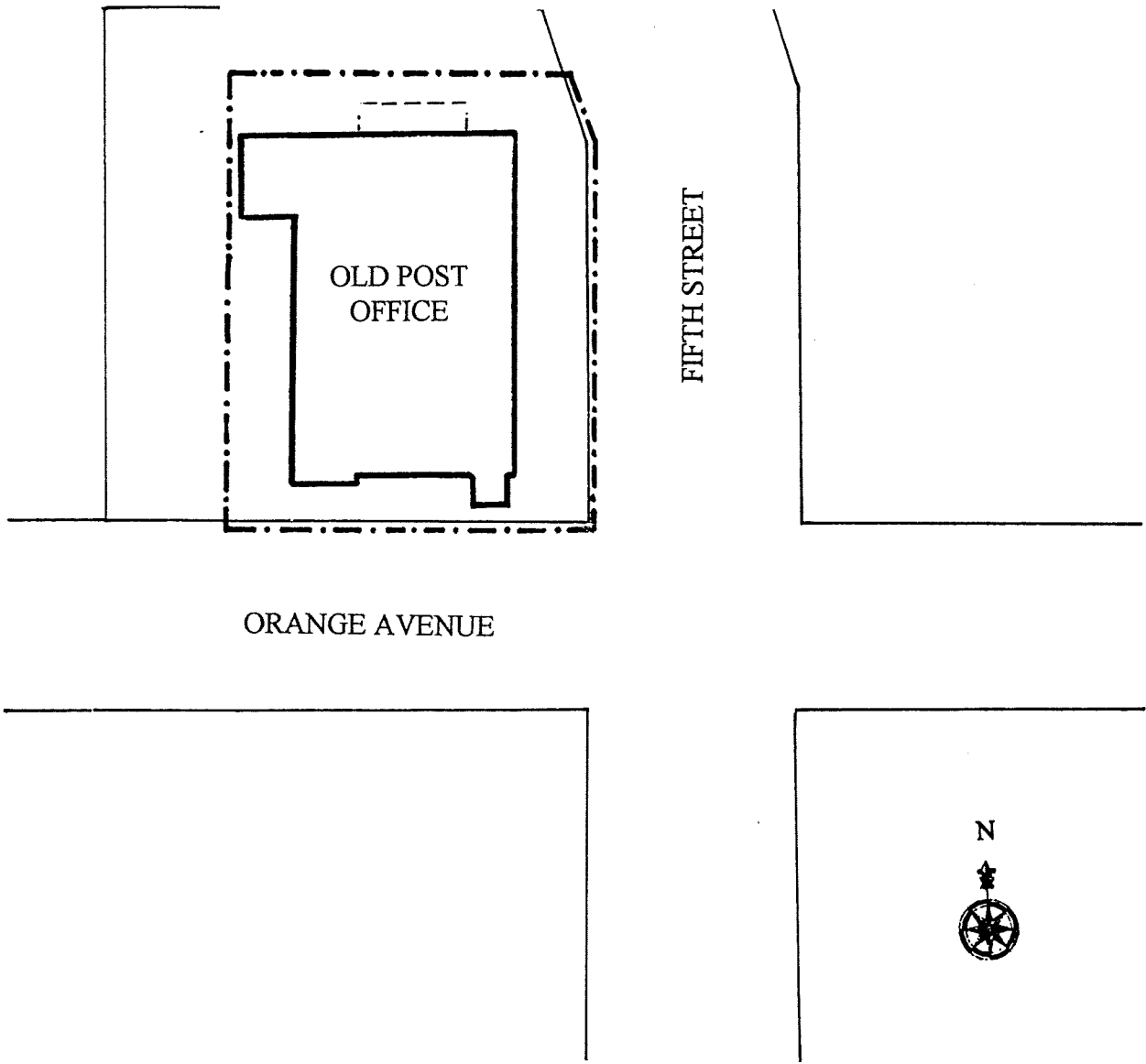


Location of OLD POST OFFICE, Fort Pierce, St. Lucie, Florida

per Barbara Mattick =
4/17/01:

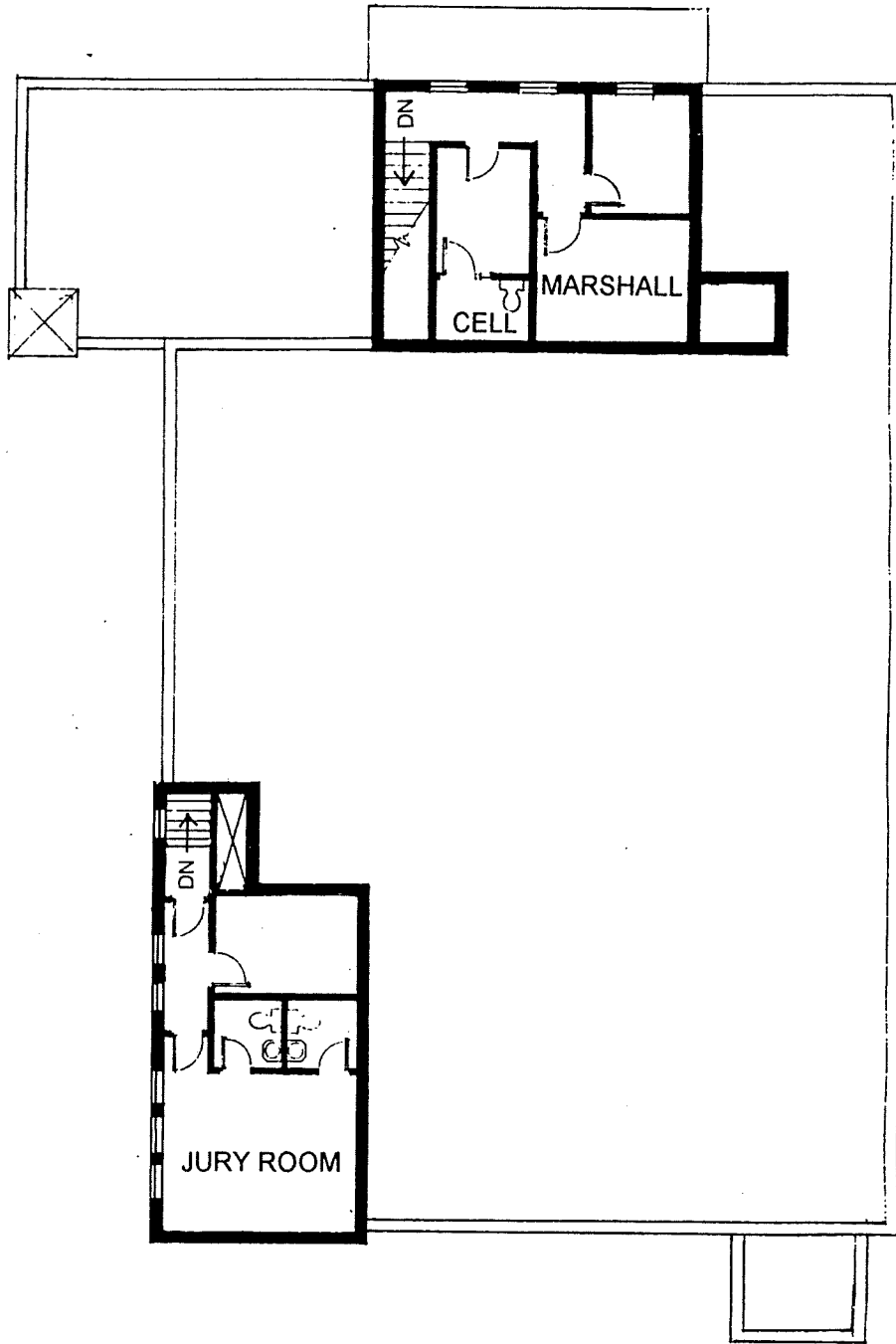
Change boundary to
encompass the lot (normally
so) and also boundary
descriptions.

BA



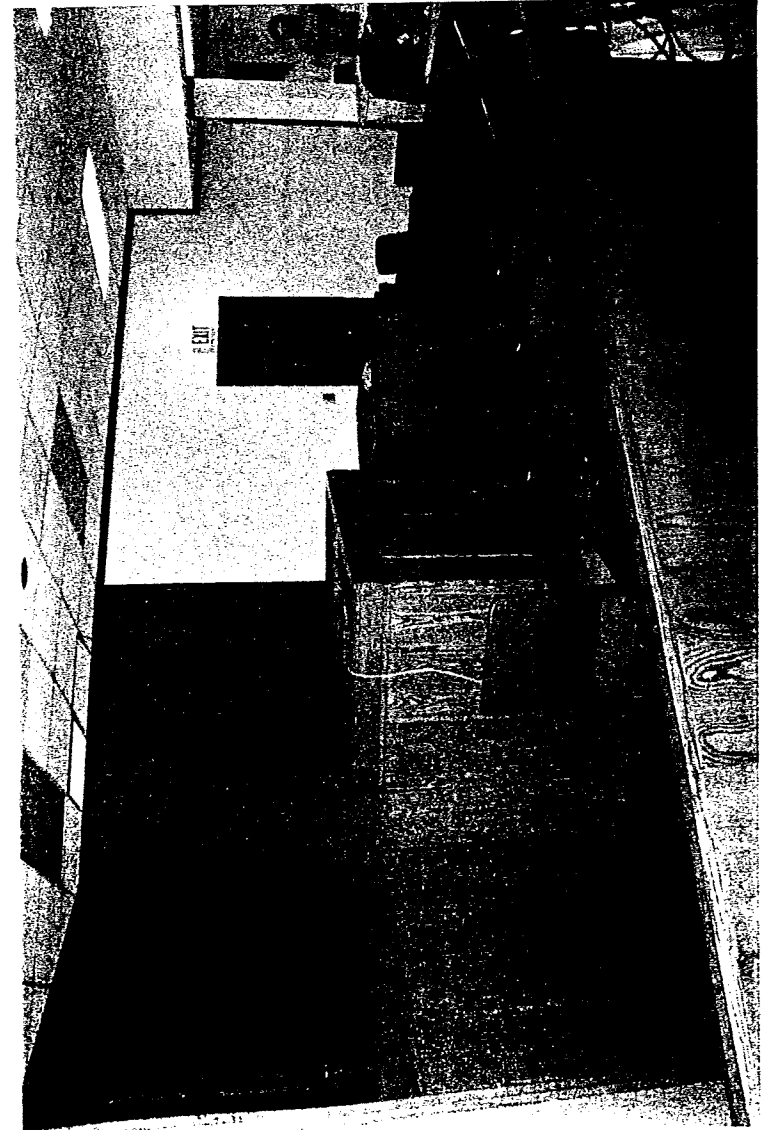
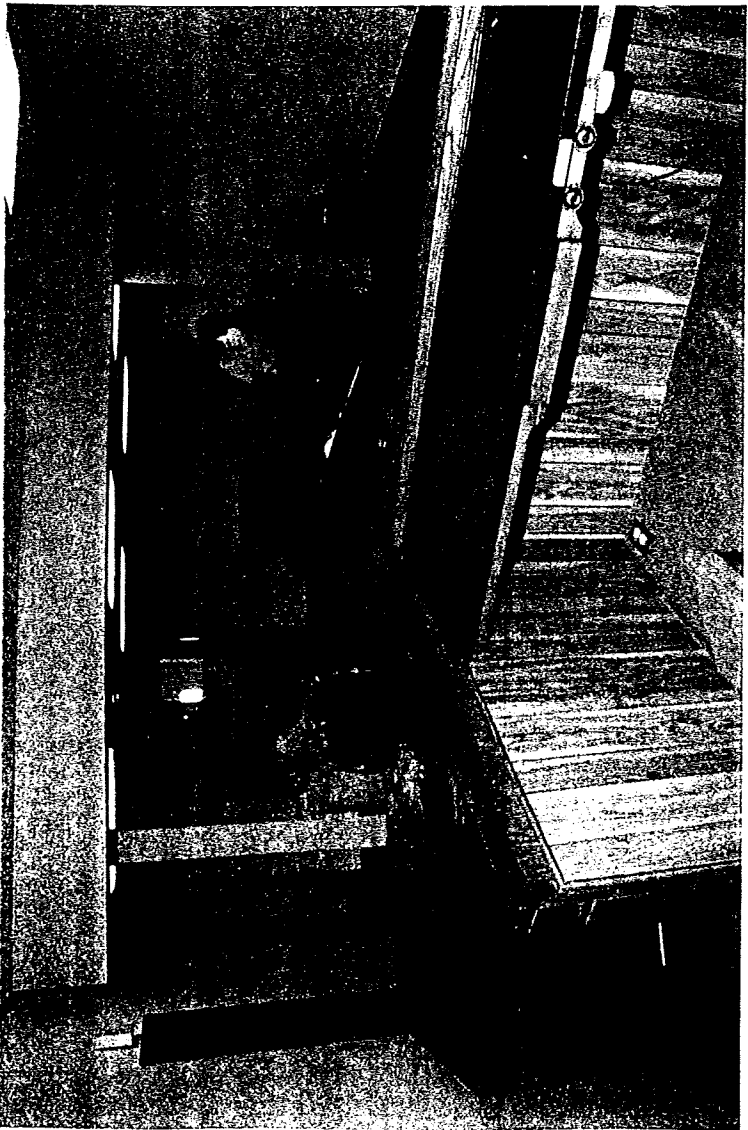
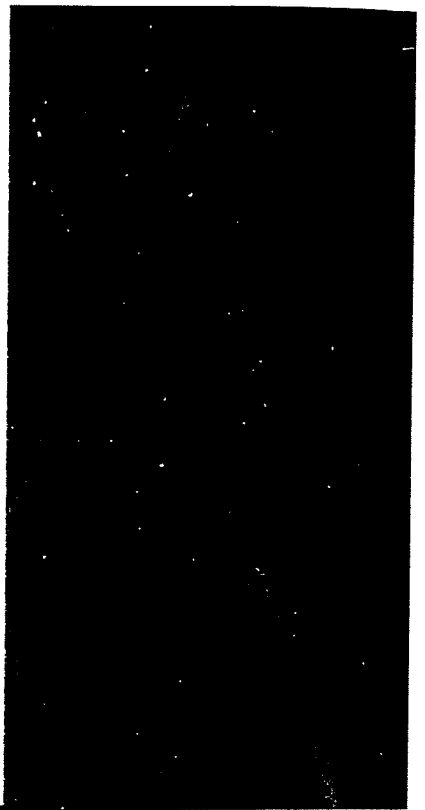
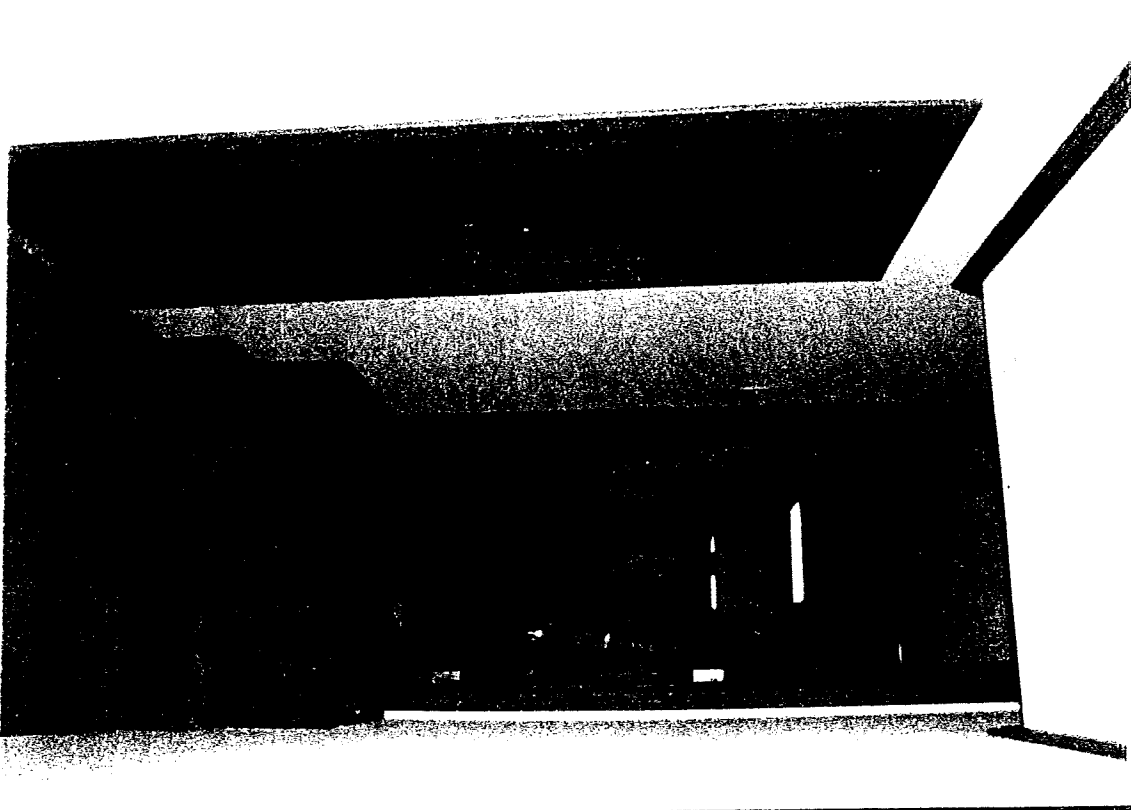
SITE PLAN
OLD POST OFFICE, Fort Pierce, St. Lucie, Florida
- - - - = Boundary Line Approximate Scale: 1" = 500'

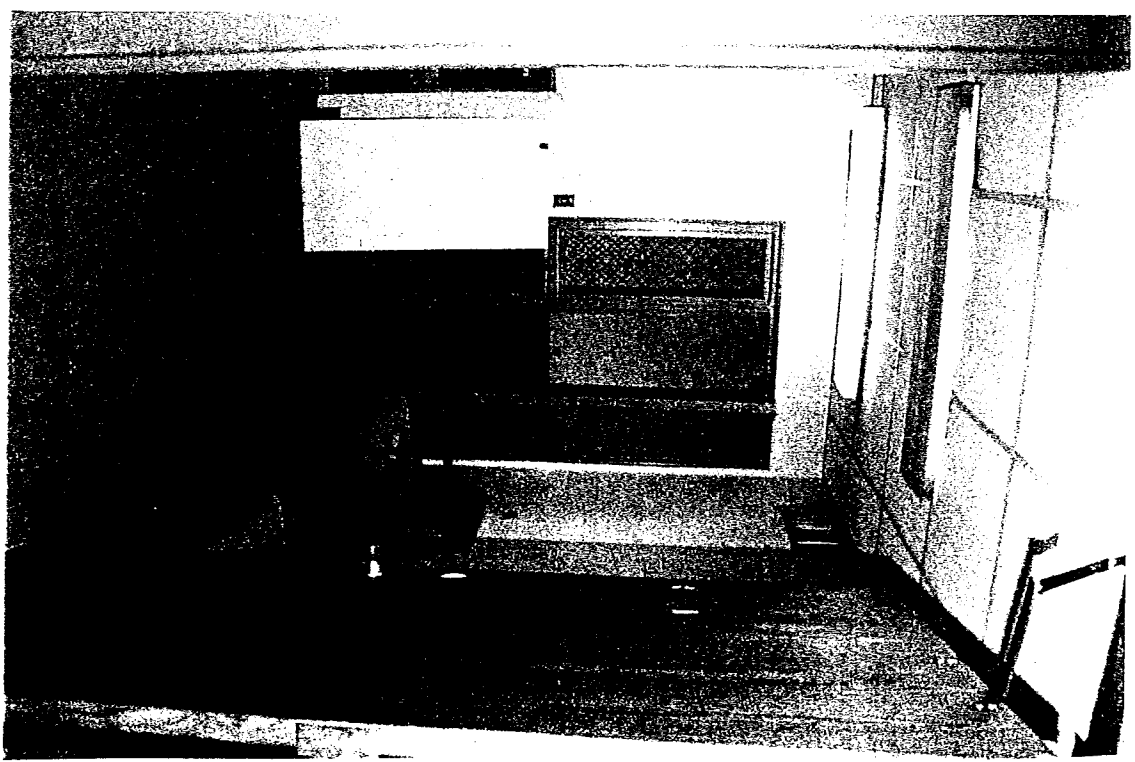
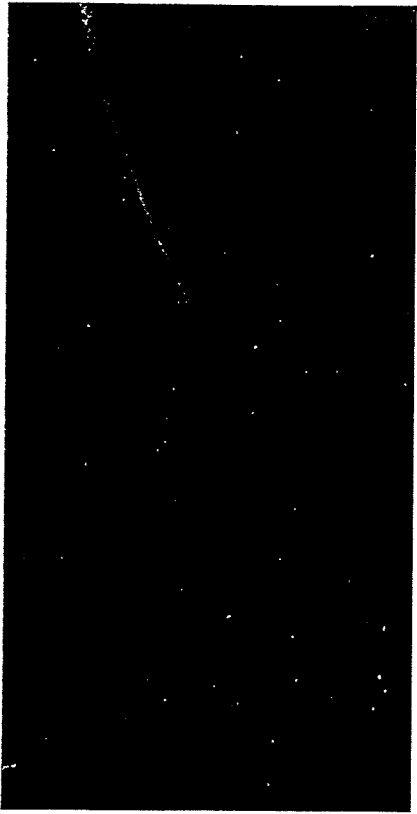
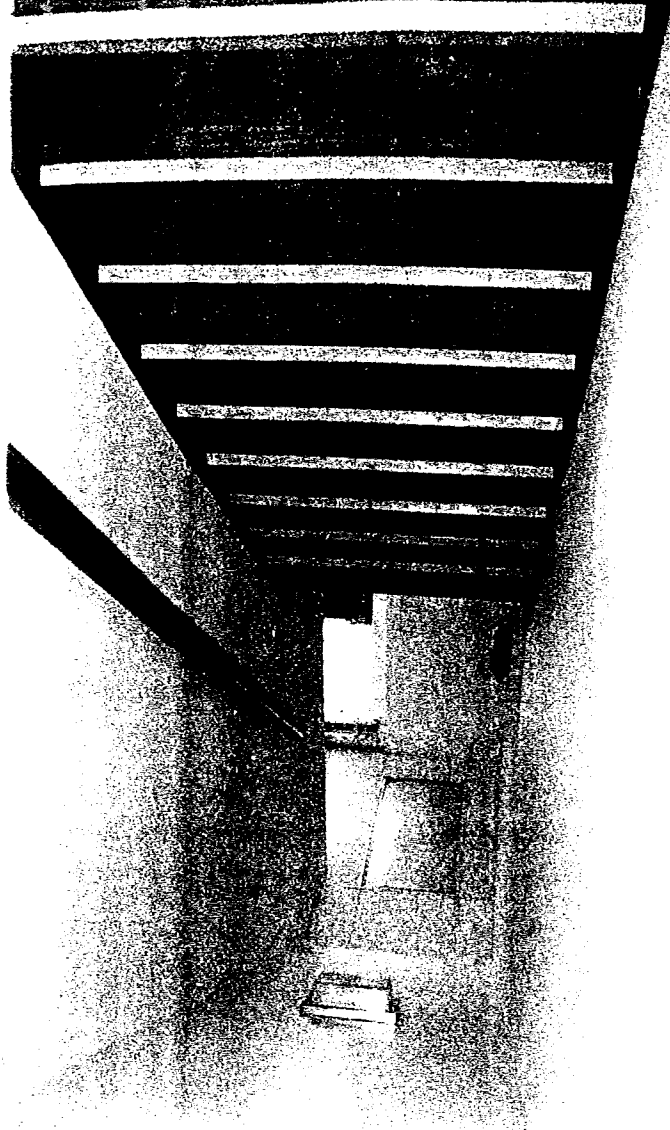
OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA



SECOND FLOOR AND ROOF PLAN
Not To Scale





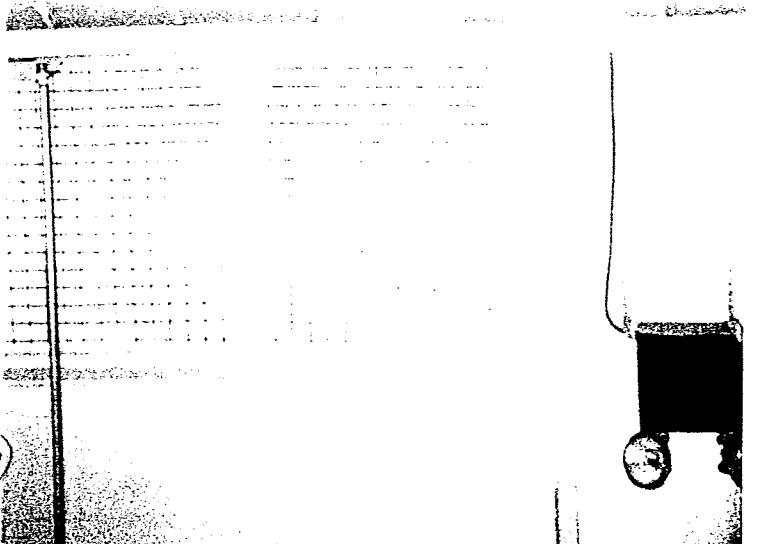
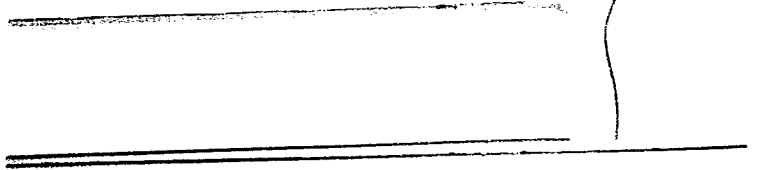
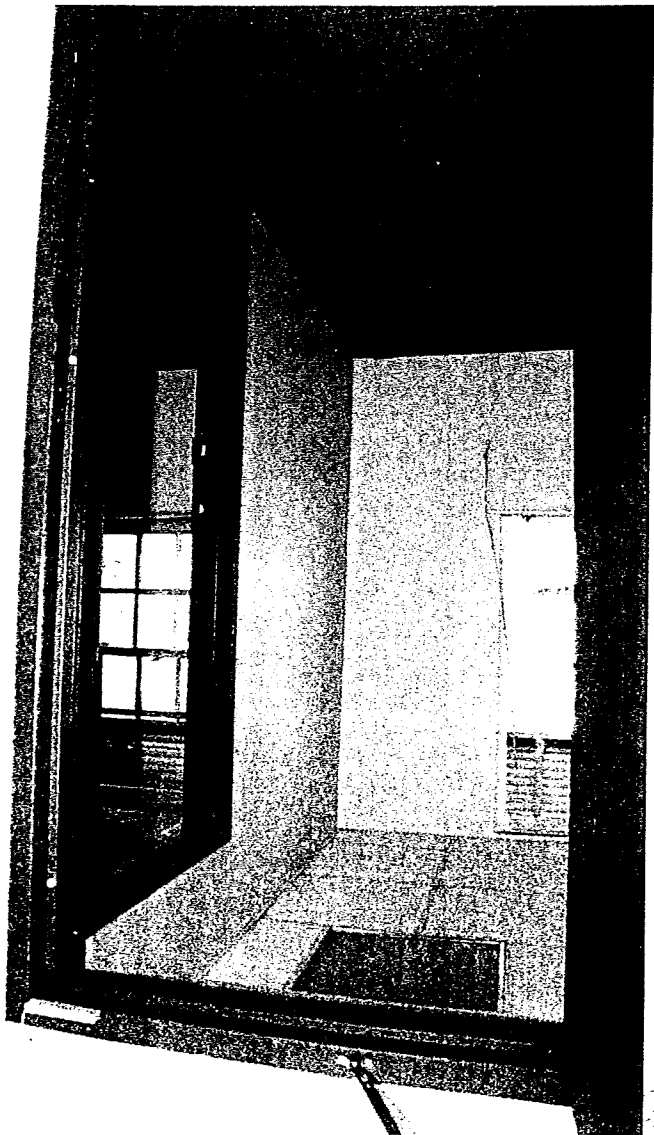
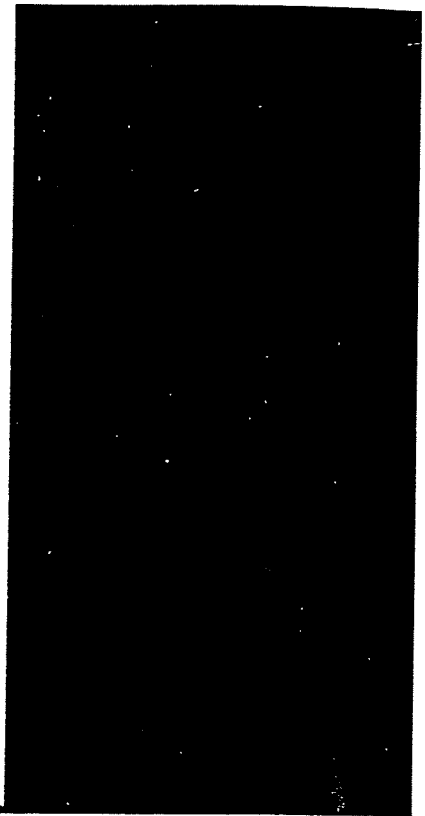


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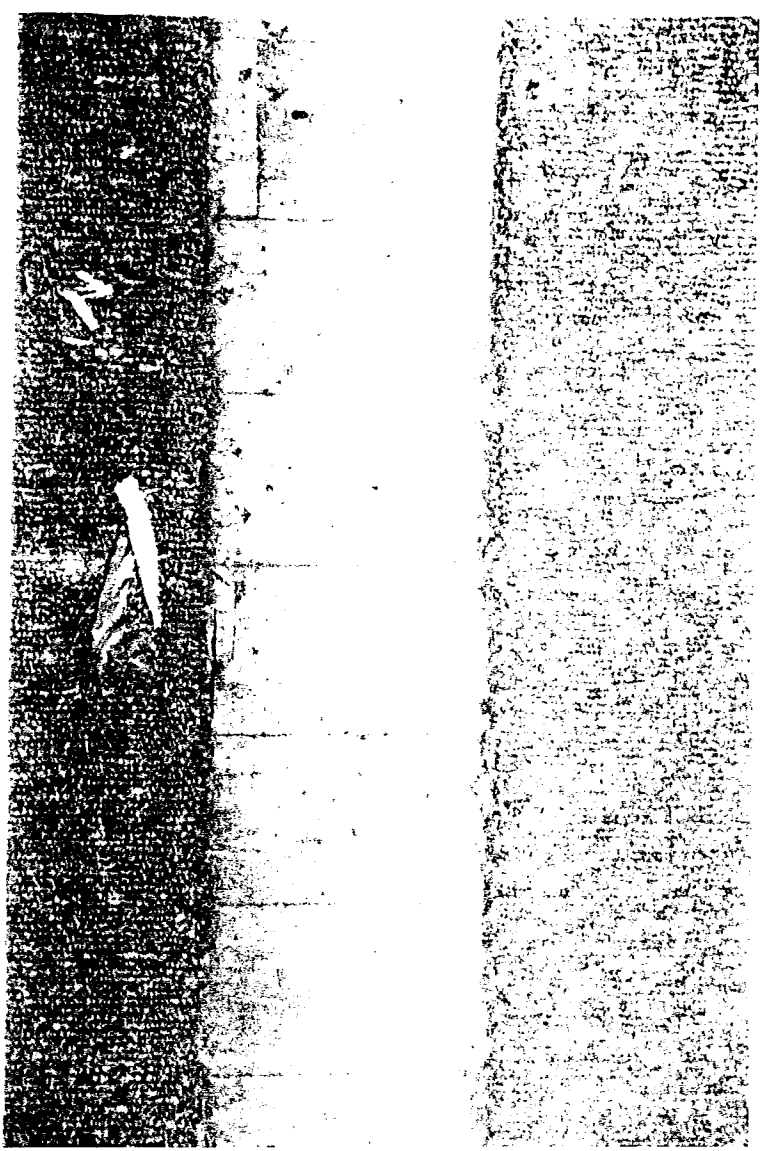
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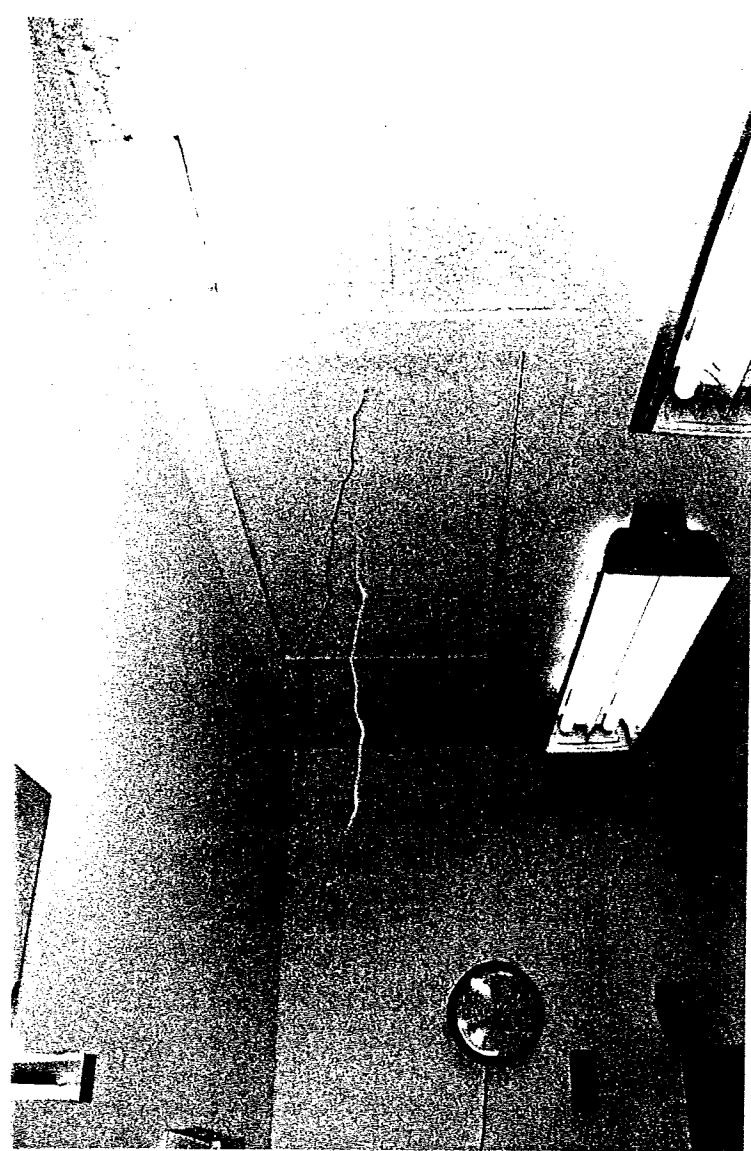


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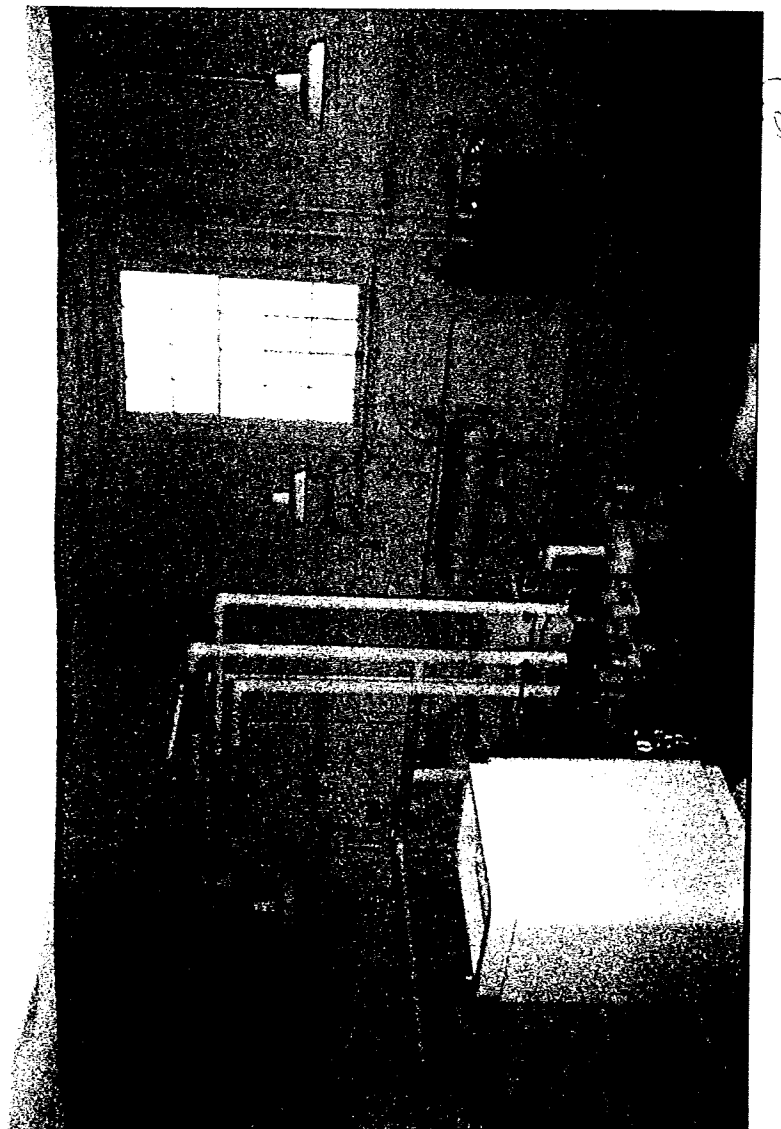
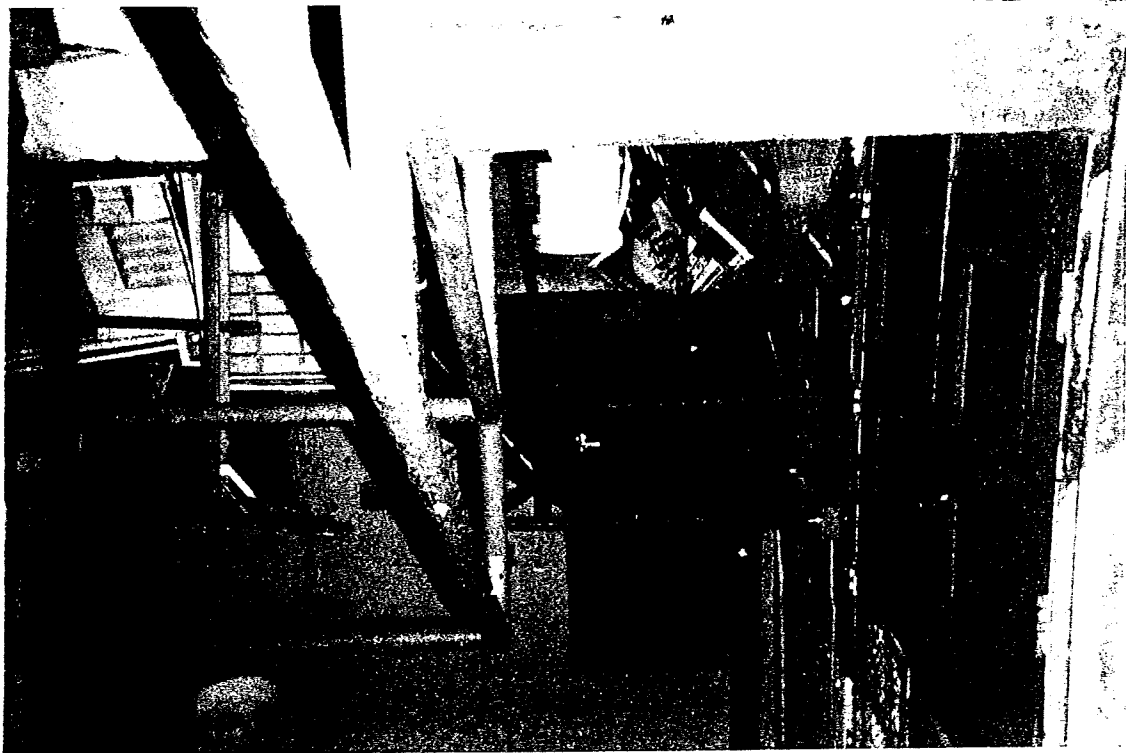
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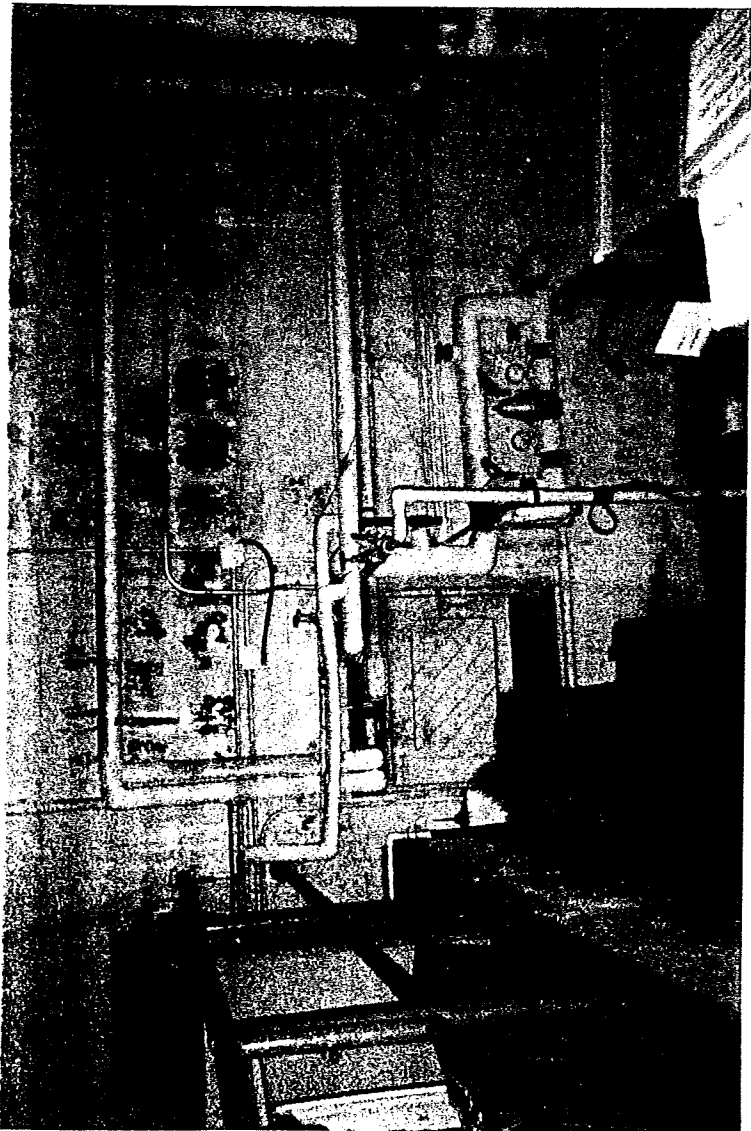
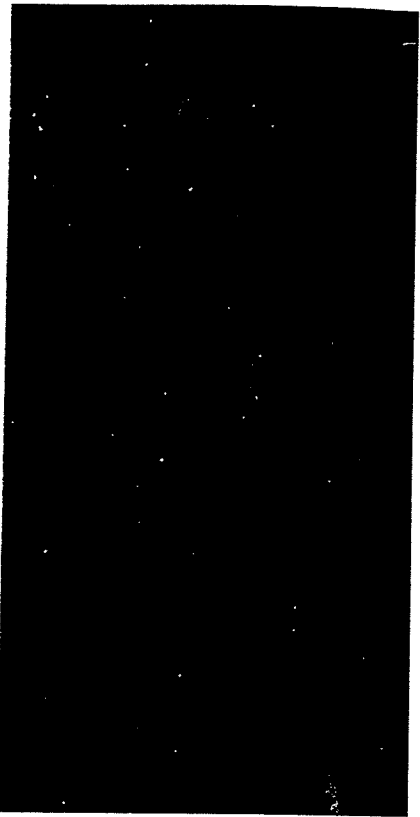
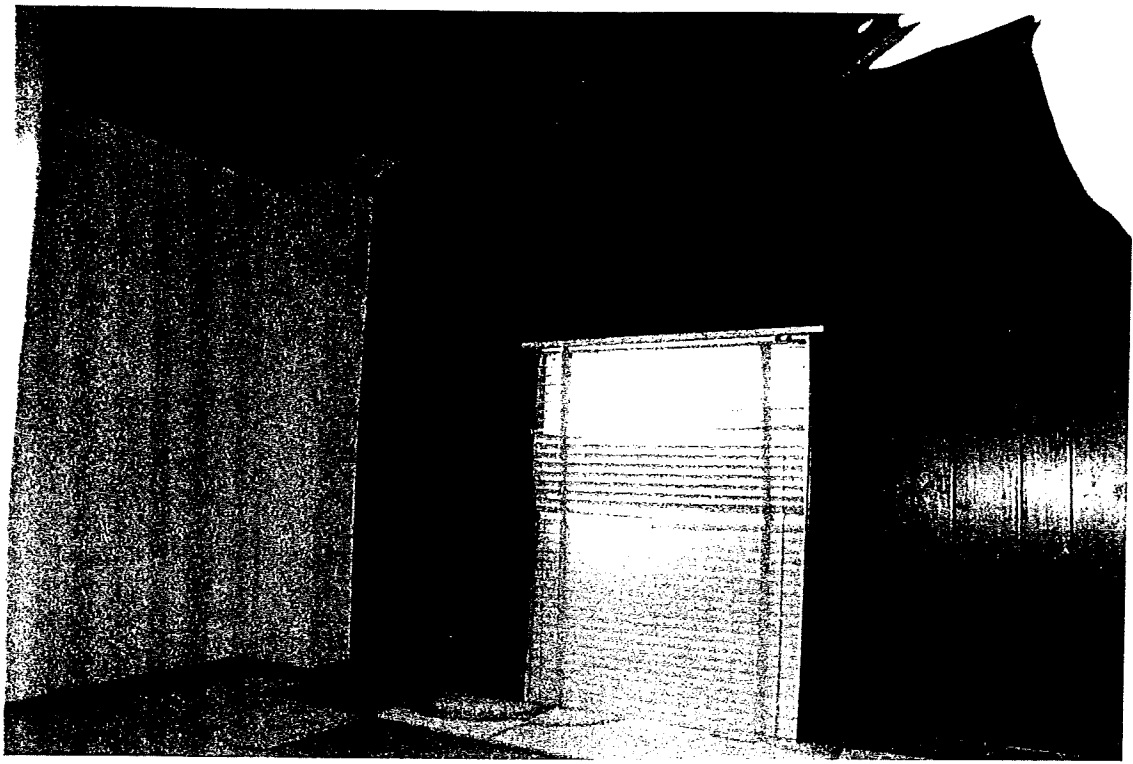


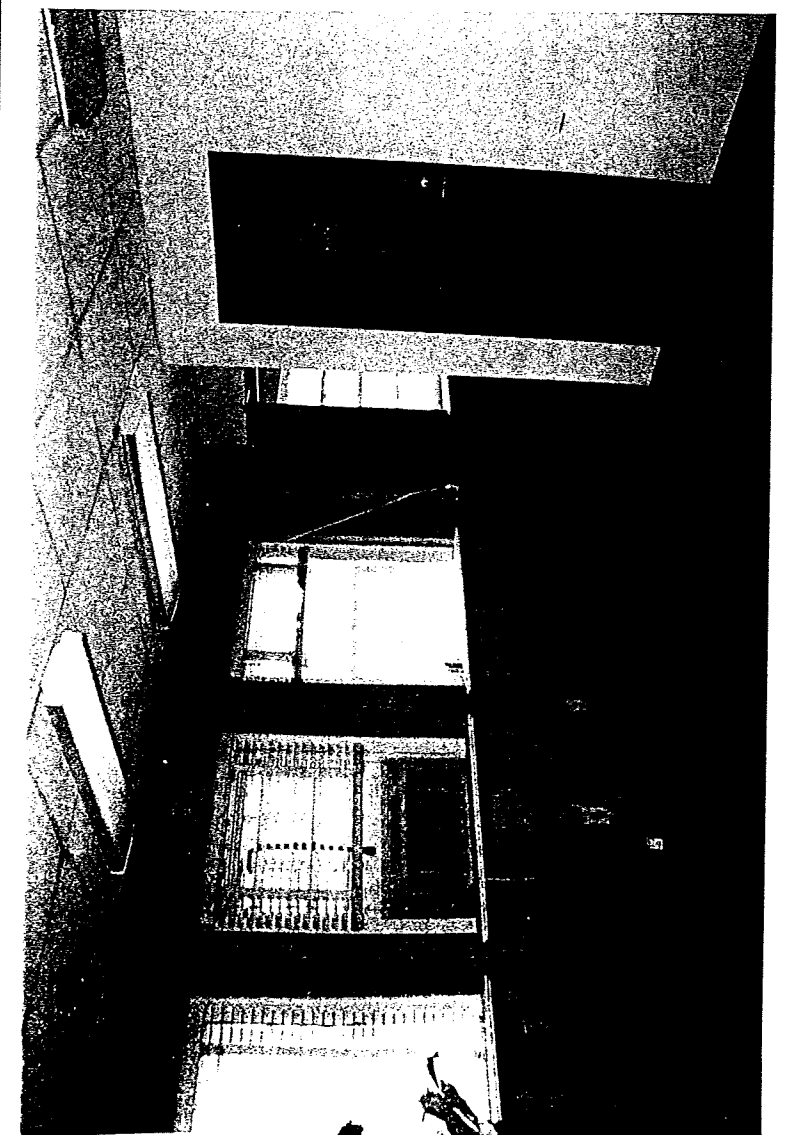
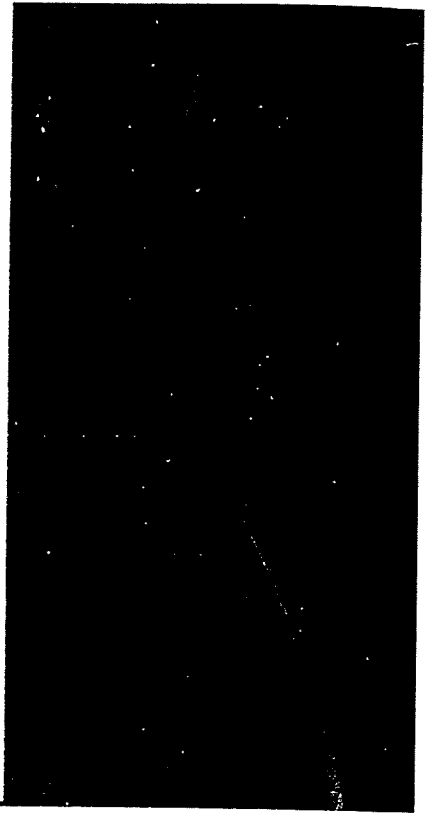
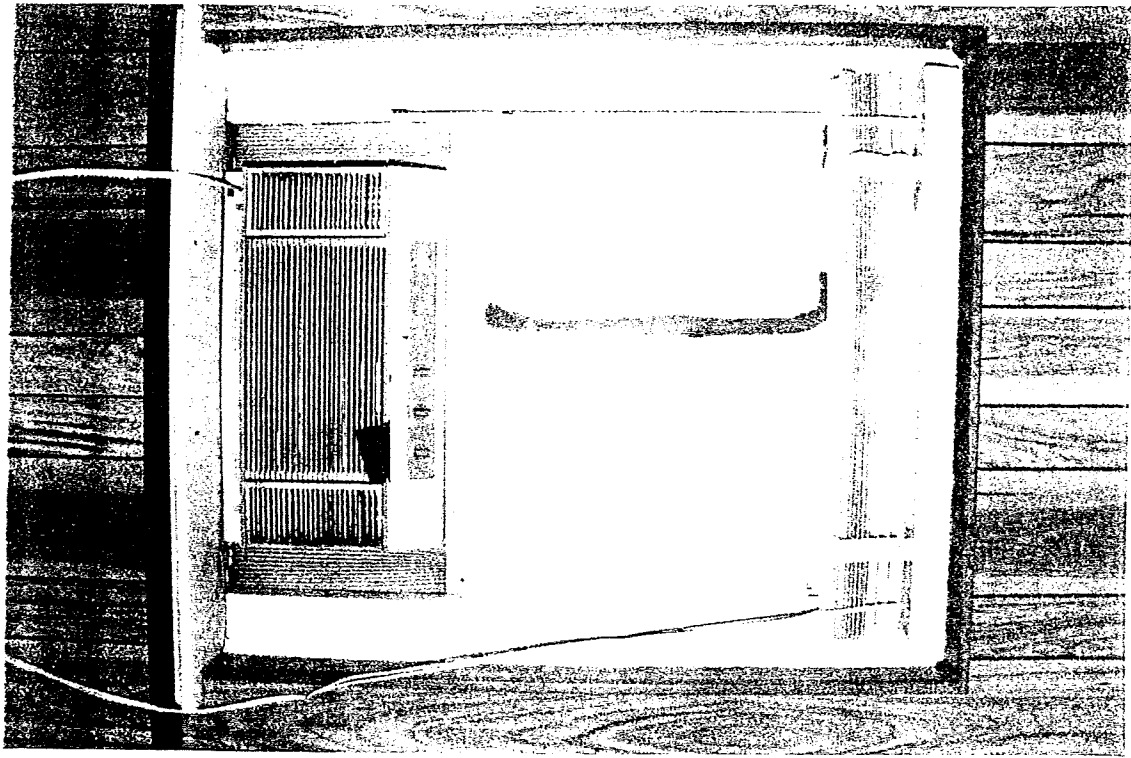
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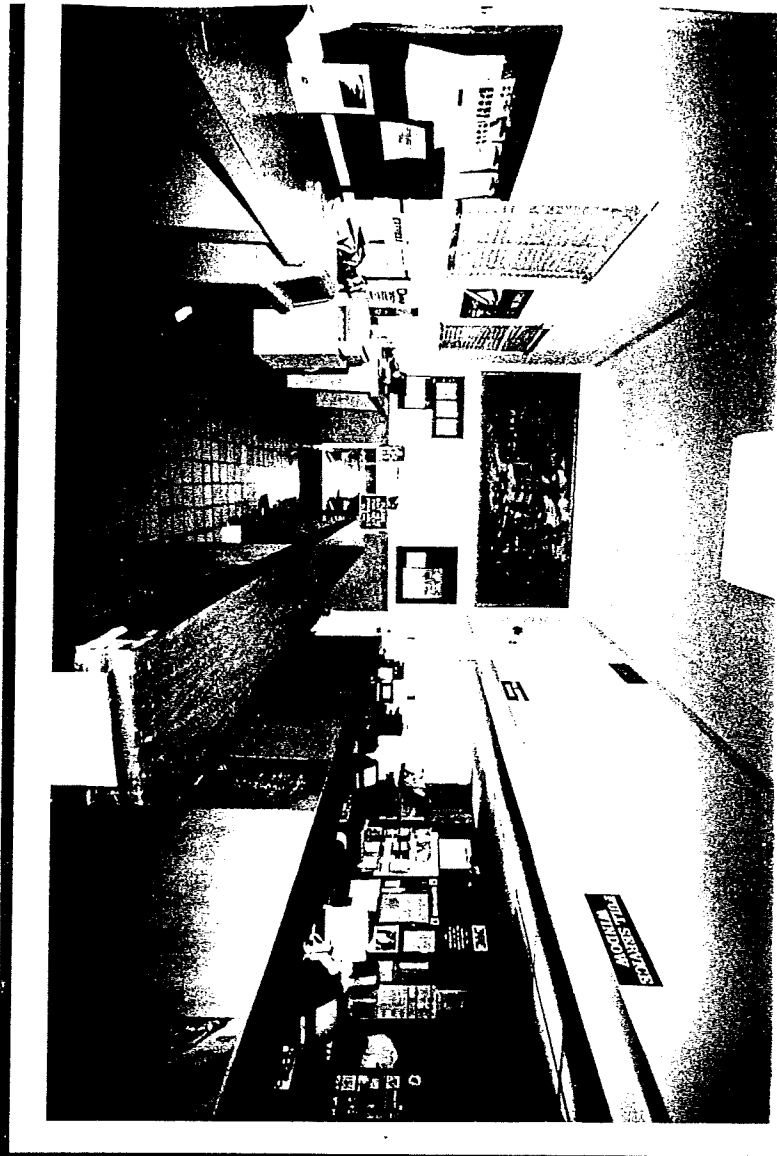
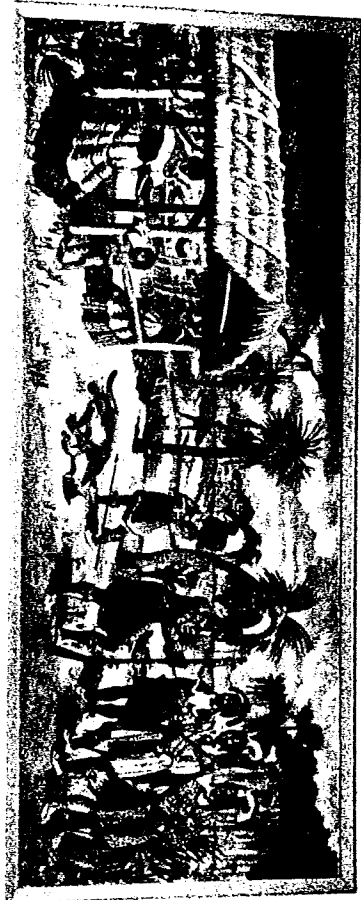
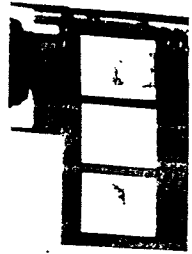


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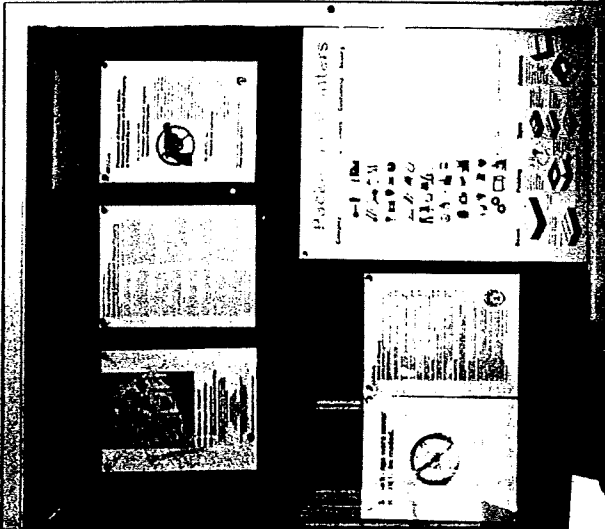


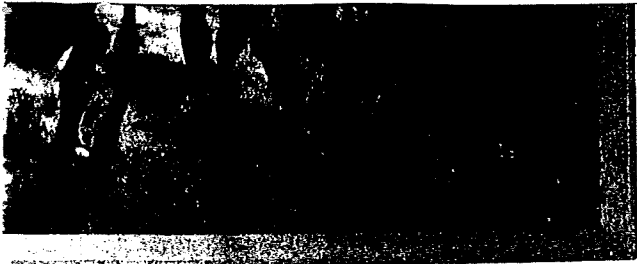






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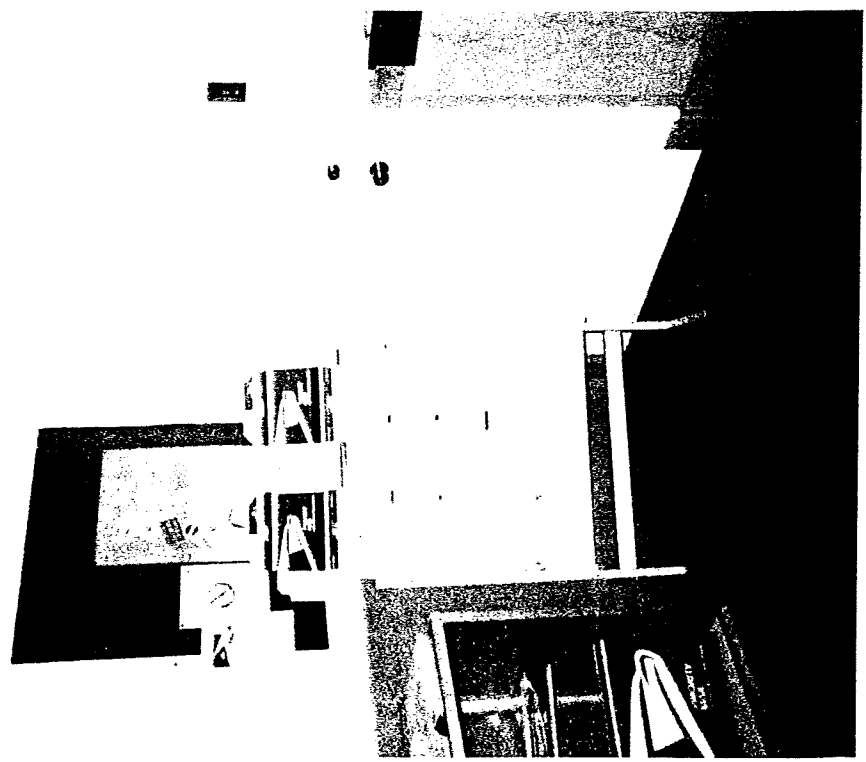
• UNITED STATES •
CIVIL SERVICE COMMISSION

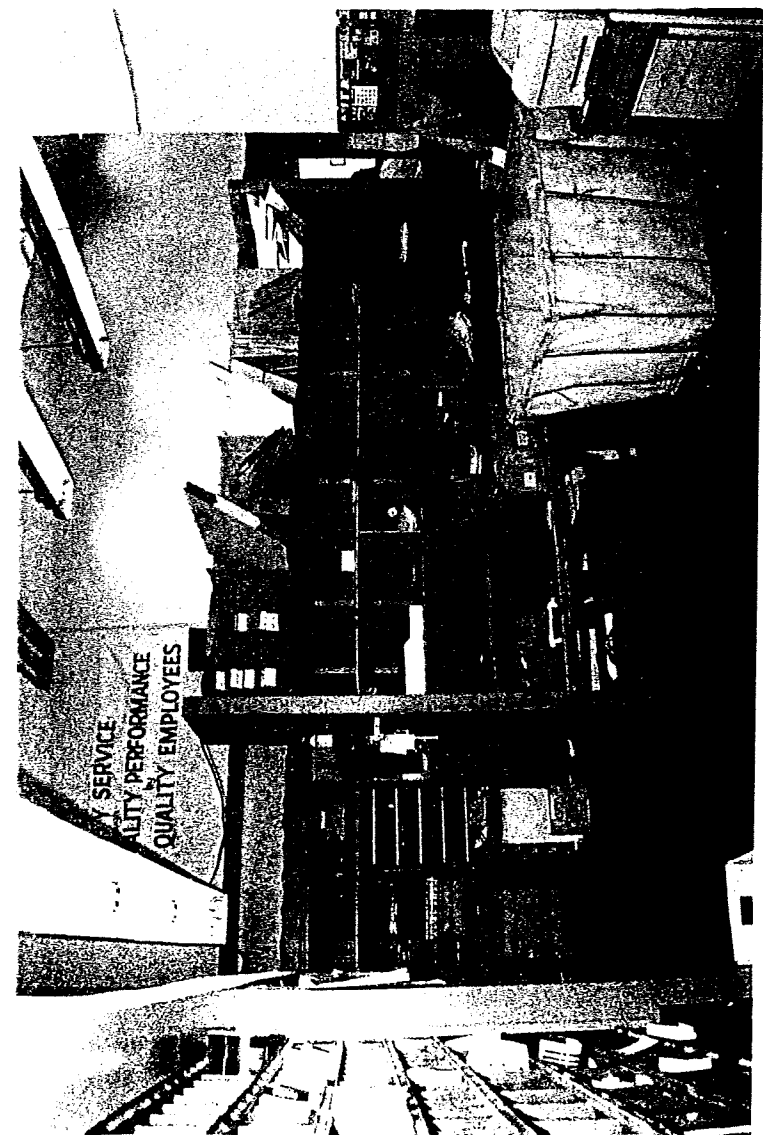
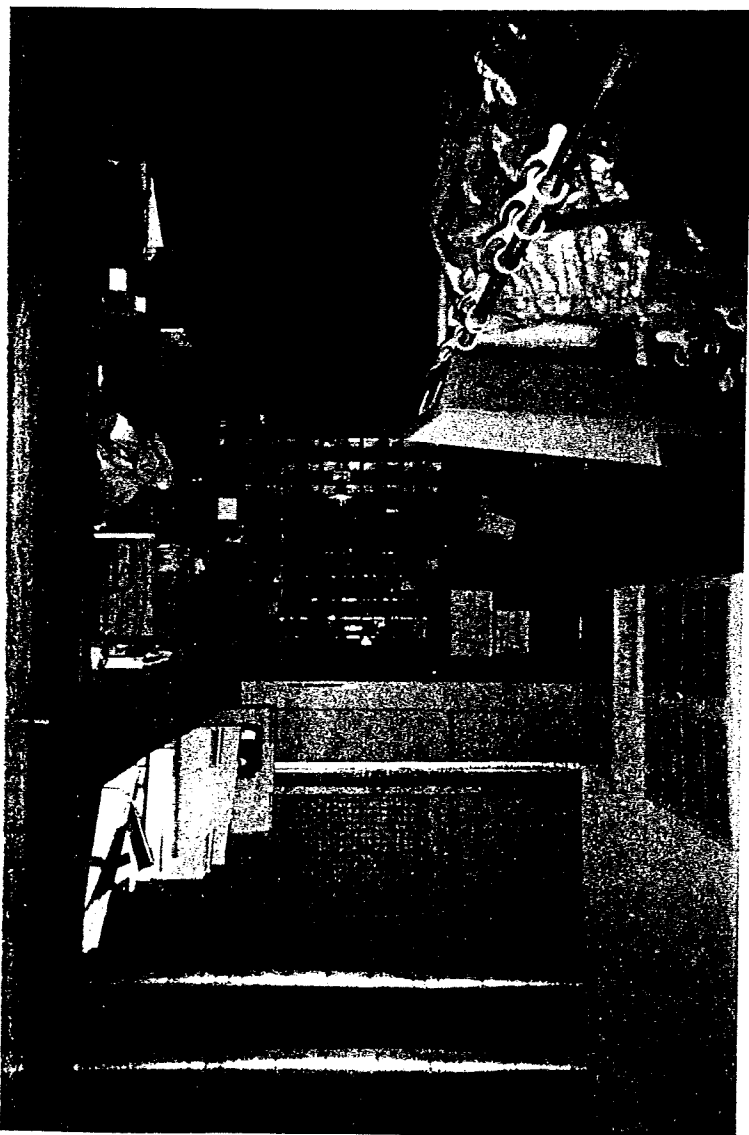
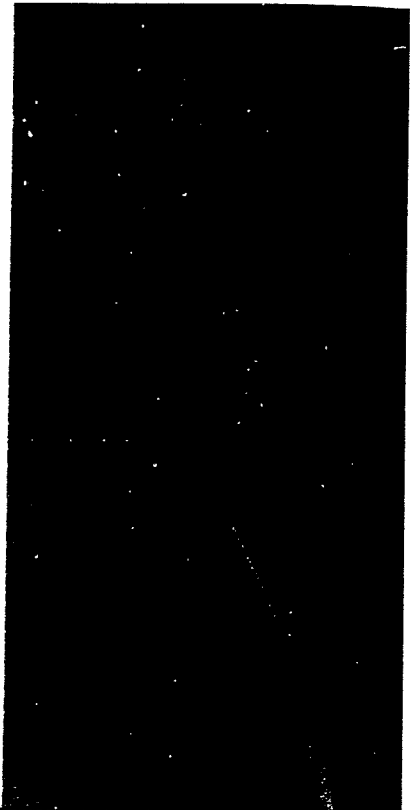
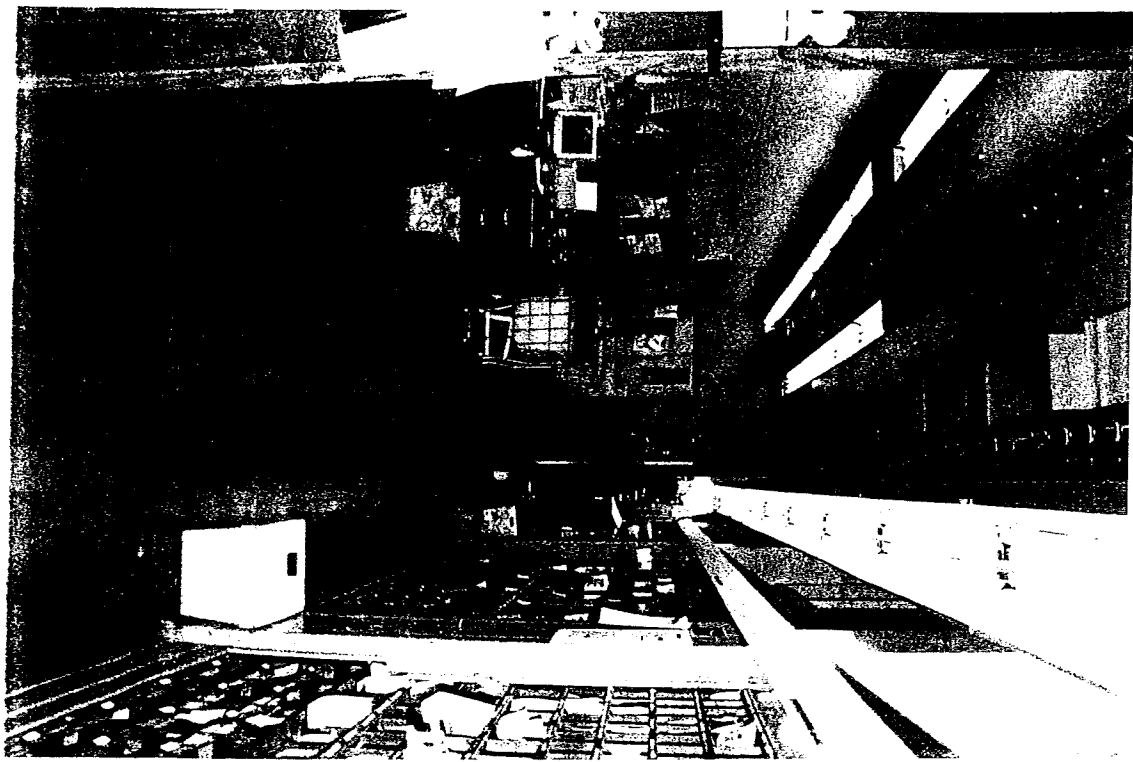
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...to use...

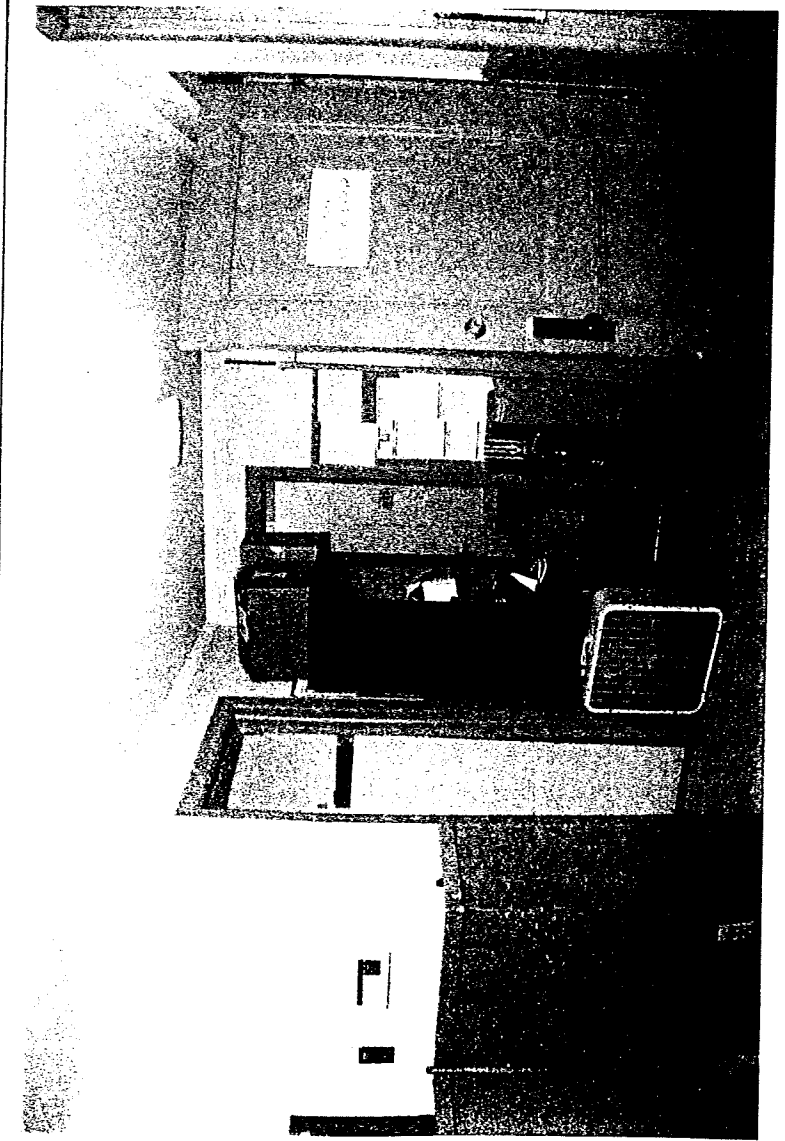
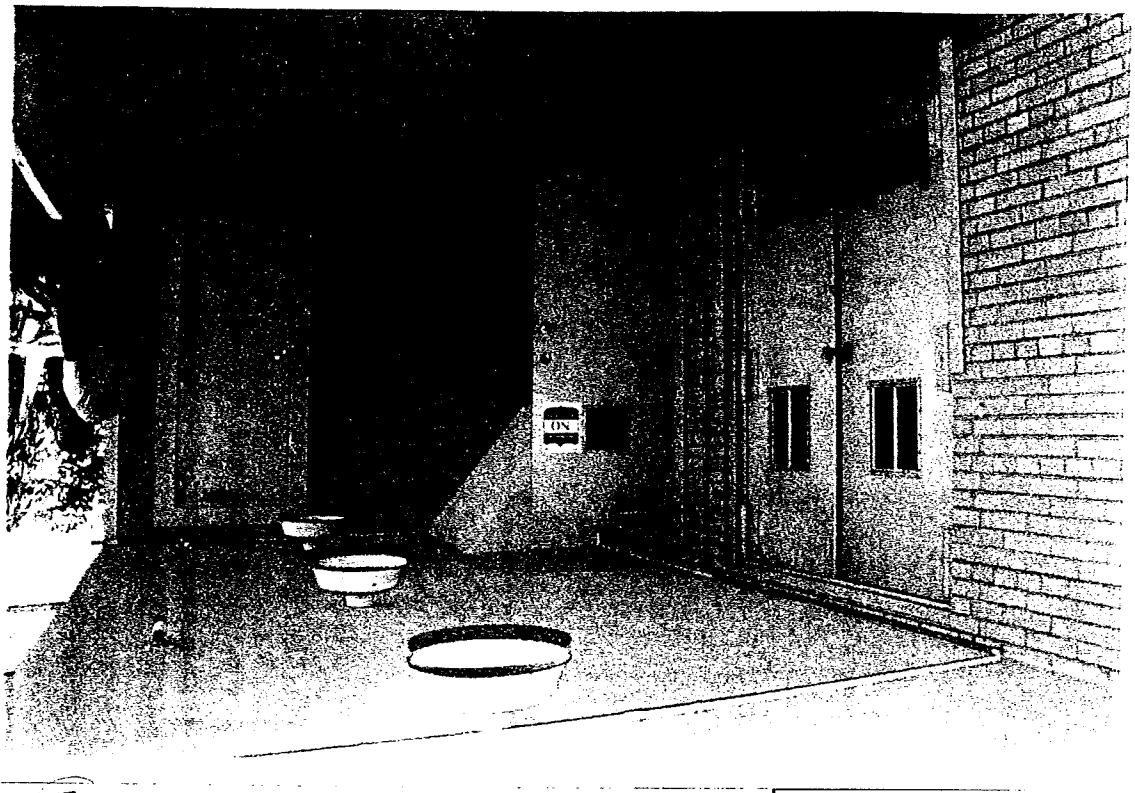
**If It Works For You,
It Works For Us.**

ATN Corp
VISA

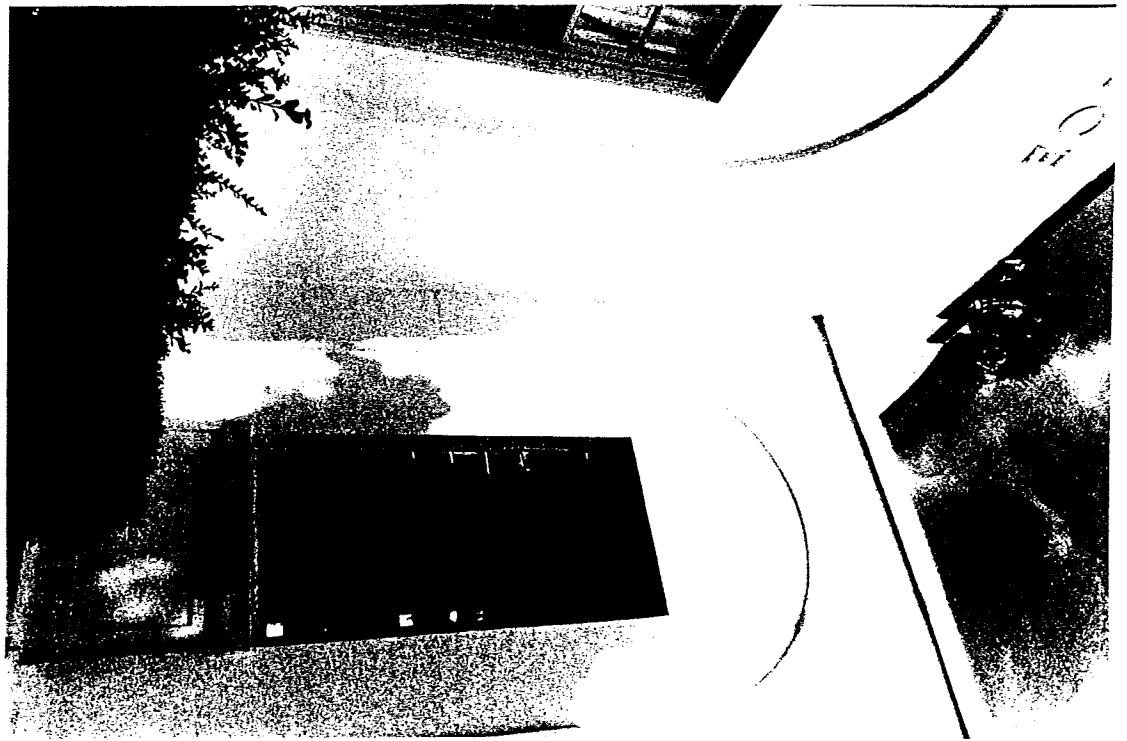
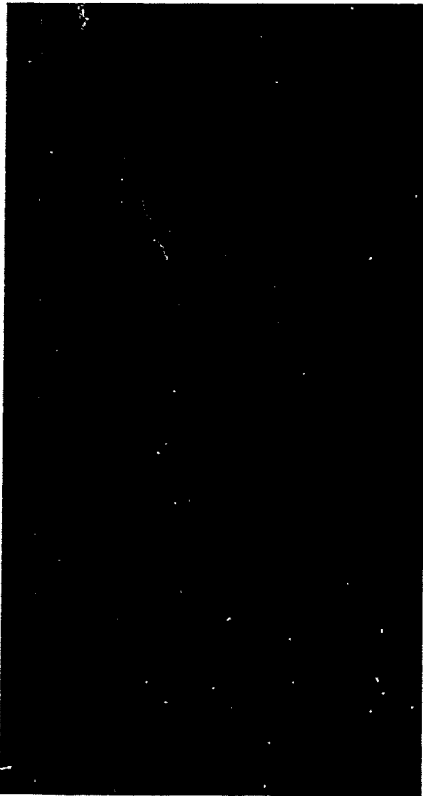
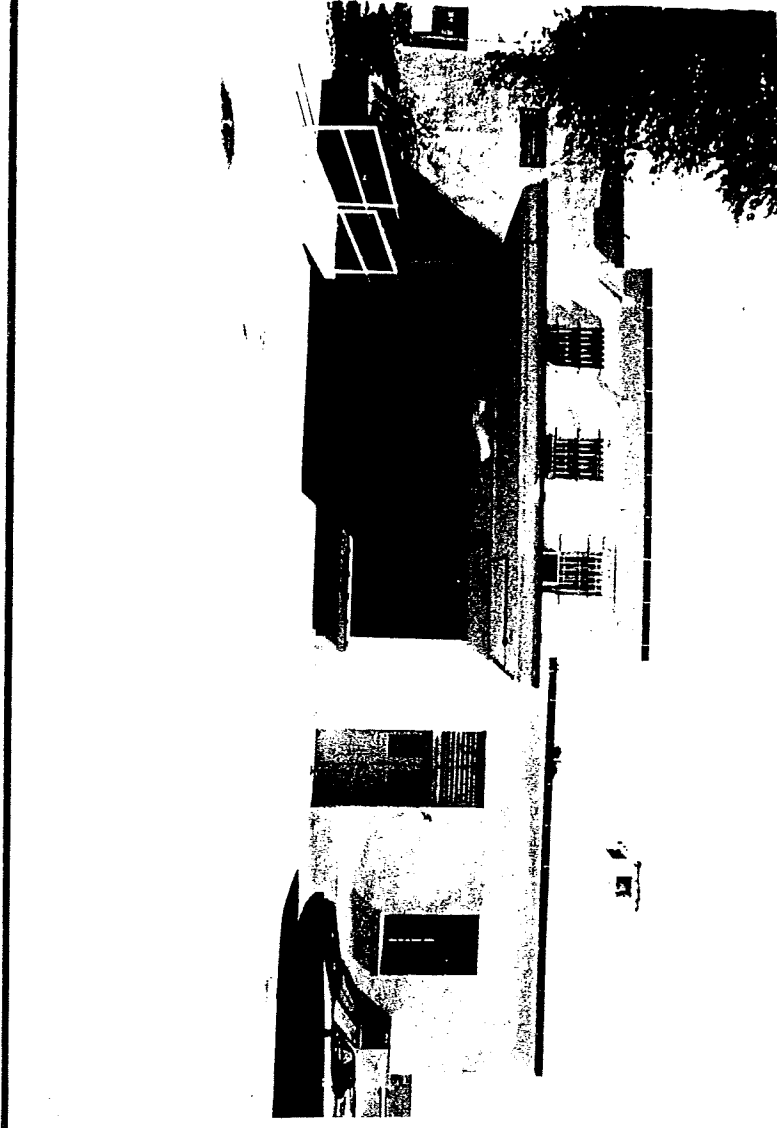
UNITED STATES
POSTAL SERVICE







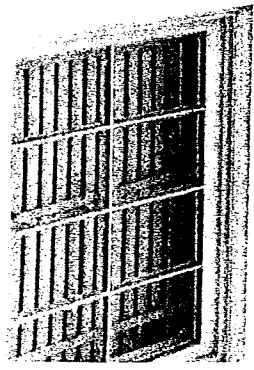




2

UNITED STATES POSTAGE

POSTAGE WILL BE PAID BY ADDRESSEE



HENRY MORGENTHAU JR

SECRETARY OF THE TREASURY

JAMES A FARLEY

POSTMASTER GENERAL

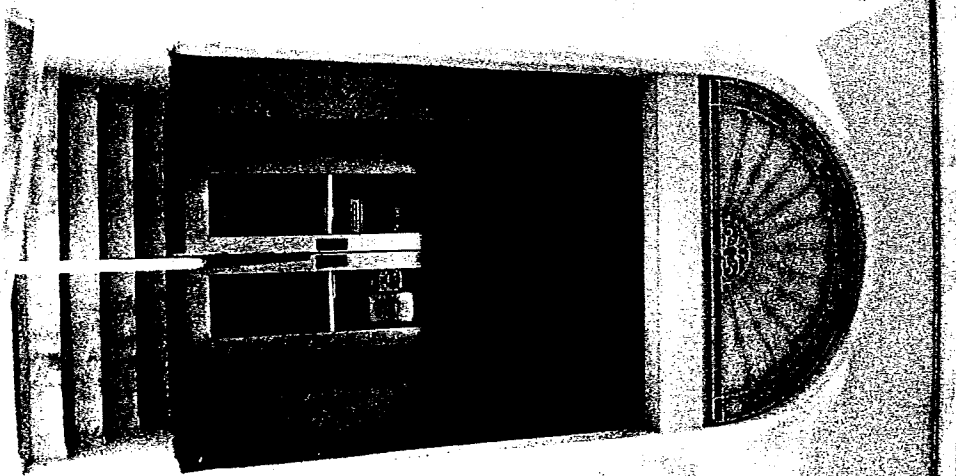
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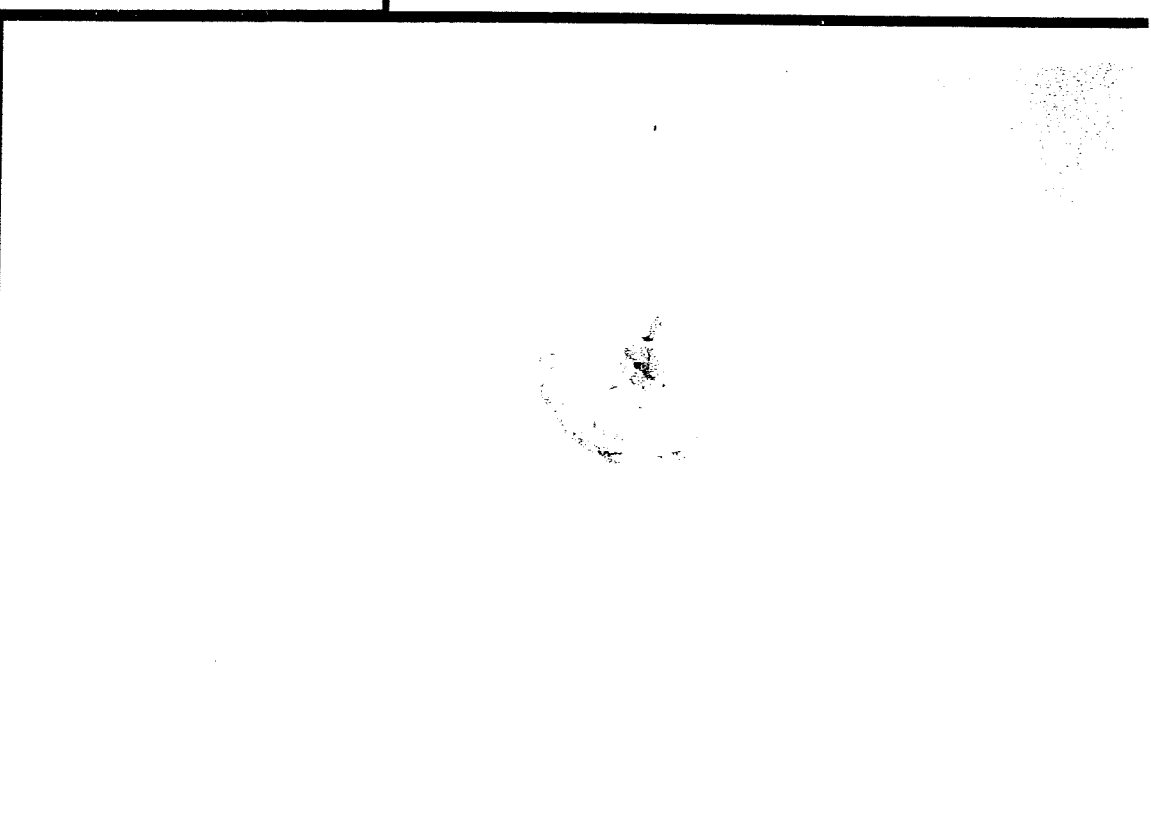
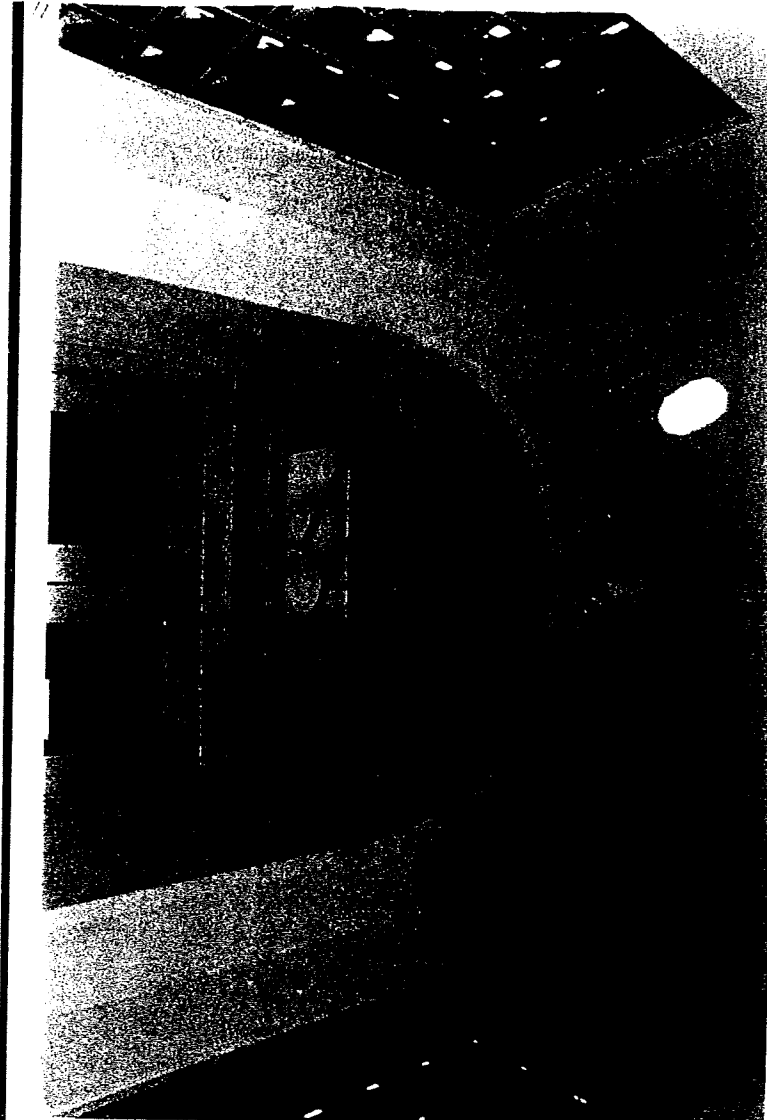
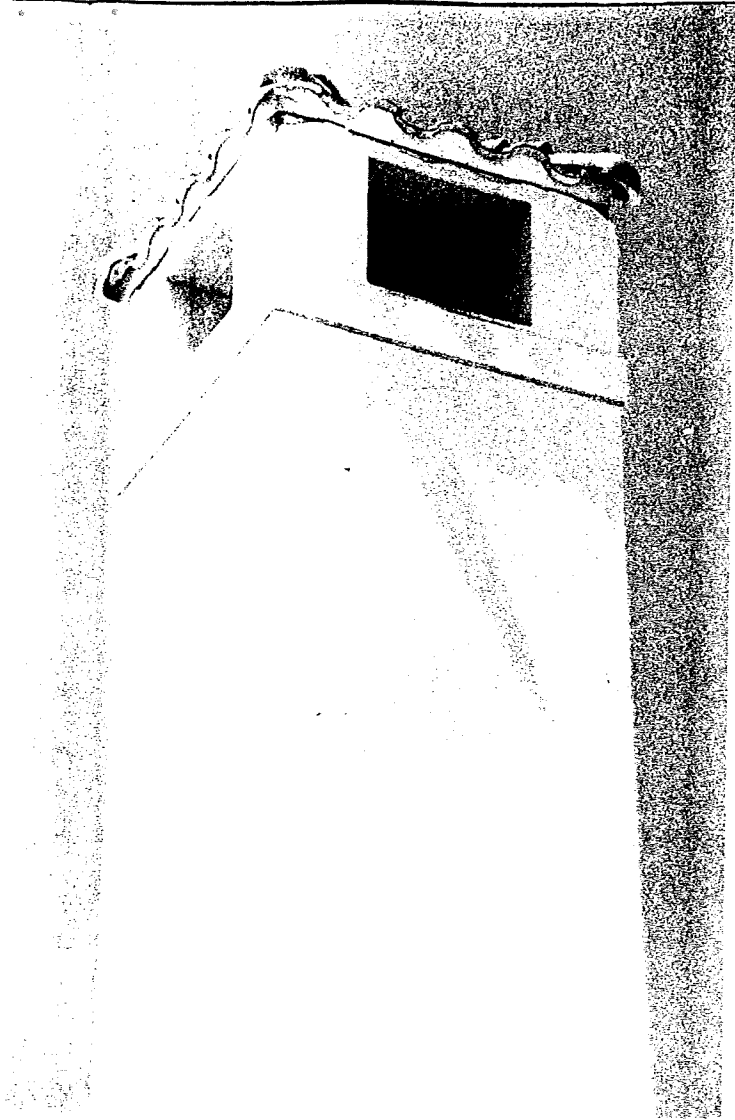
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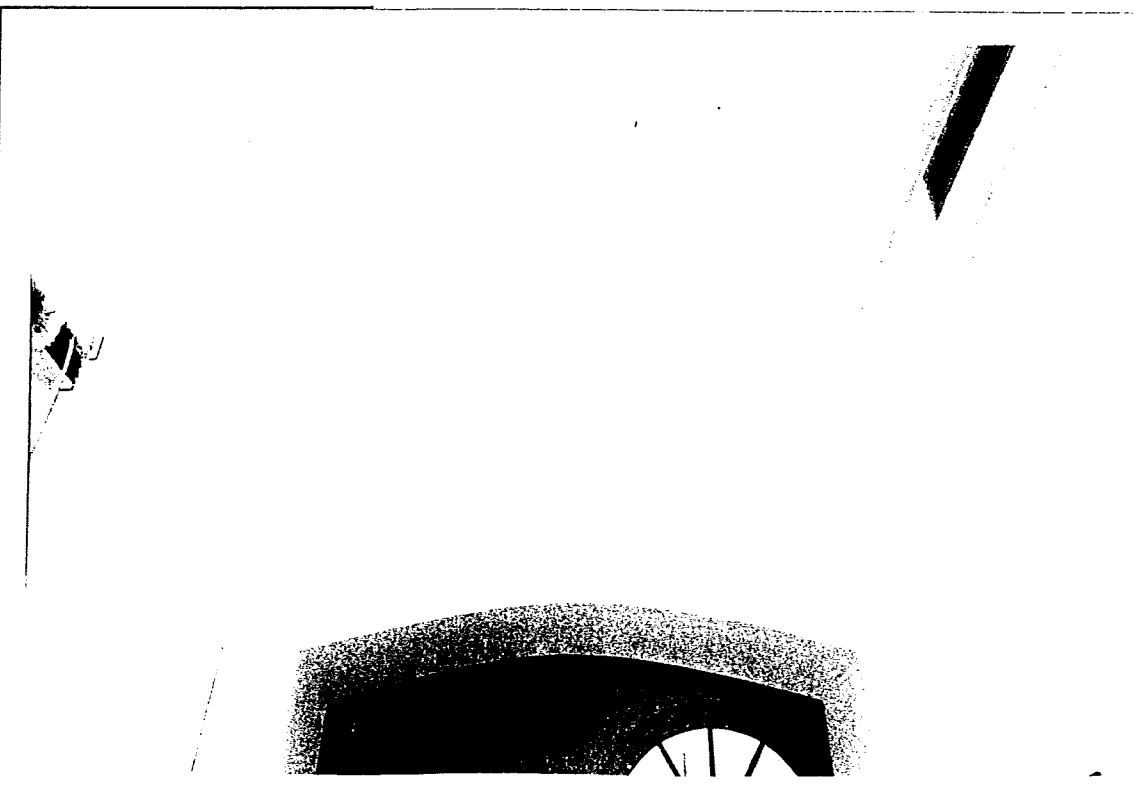
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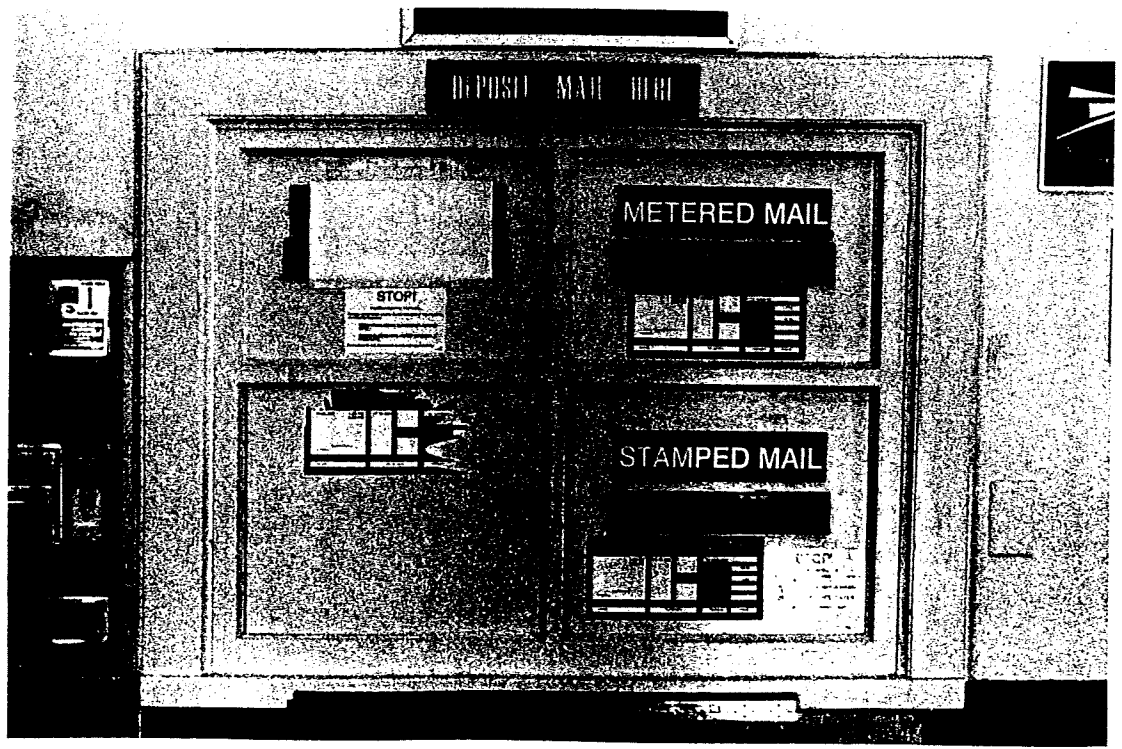
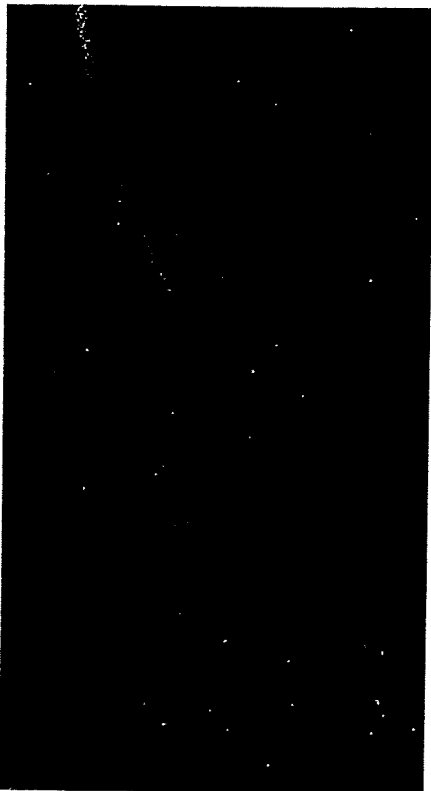
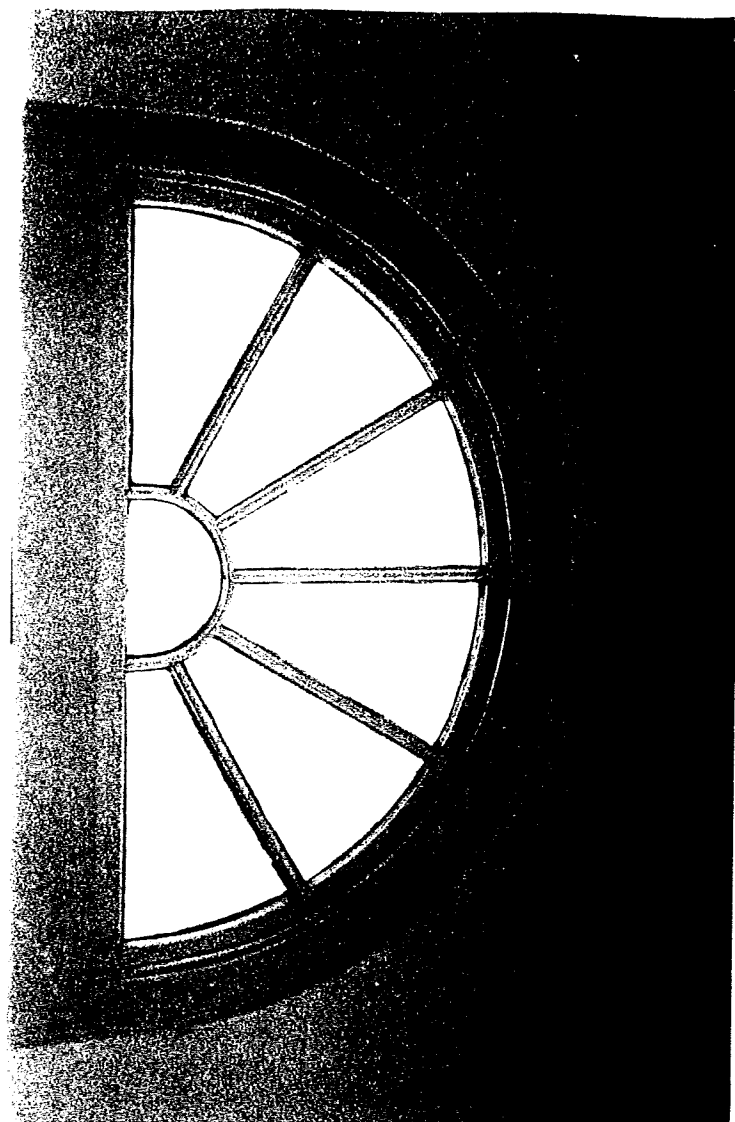
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Section number 11 Page 1 OLD POST OFFICE, FORT PIERCE

PHOTOGRAPHIC INVENTORY

1. Old Fort Pierce Post Office, 500 Orange Avenue
2. Fort Pierce, St. Lucie County, Florida
3. Trent Greenan
4. May 10, 1999
5. Planning Department, City of Fort Pierce
6. Camera facing northeast
7. 1 of 50

Item 5 is the same for photos 1 - 50.

3. Tim Harrington
4. June 24, 1999
6. South elevation-Camera facing north
7. 2 of 50

Items 3 & 4 are the same for photos 2 - 24.

6. West elevation-Camera facing east
7. 3 of 50

6. North elevation-Camera facing south
7. 4 of 50

6. East elevation-Camera facing southwest
7. 5 of 50

6. Junction of portico and south wall-Camera facing northeast
7. 6 of 50

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Section number 11 Page 1 OLD POST OFFICE, FORT PIERCE

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7. 6 of 50

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Section number 11 Page 2 OLD POST OFFICE, FORT PIERCE

- 6. Detail of pilaster, south elevation-Camera facing north
- 7. 7 of 50

- 6. Detail of dedication plaque-Camera facing north
- 7. 8 of 50

- 6. Portico, east elevation-Camera facing north
- 7. 9 of 50

- 6. Front entrance, east elevation-Camera facing north
- 7. 10 of 50

- 6. Chimney top-Camera facing northeast
- 7. 11 of 50

- 6. Detail of medallion at stanchion, north elevation-Camera facing south
- 7. 12 of 50

- 6. Box lobby-Camera facing north
- 7. 13 of 50

- 6. Box lobby-Camera facing south
- 7. 14 of 50

- 6. Detail of arch and ceiling in box lobby-Camera facing south
- 7. 15 of 50

- 6. Detail of fanlight over entry door-Camera facing south
- 7. 16 of 50

- 6. Foyer, showing partition-Camera facing southwest
- 7. 17 of 50

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Section number 11 Page 3 OLD POST OFFICE, FORT PIERCE

- 6. Detail of mail drop panel in foyer-Camera facing north
- 7. 18 of 50

- 6. Customer service lobby-Camera facing west
- 7. 19 of 50

- 6. Detail of mural-Camera facing west
- 7. 20 of 50

- 6. Detail of south bulletin case-Camera facing west
- 7. 21 of 50

- 6. Customer service lobby-Camera facing east
- 7. 22 of 50

- 6. Detail of north bulletin case-Camera facing west
- 7. 23 of 50

- 3. Tim Harrington
- 4. March 1, 2000
- 6. Door at northwest corner of customer service lobby-Camera facing northwest
- 7. 24 of 50

Items 3 & 4 are the same for photos 24 - 50.

- 6. Window service back room-Camera facing east
- 7. 25 of 50

- 6. Work room-Camera facing south
- 7. 26 of 50

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National Register of Historic Places Continuation Sheet

Section number 11 Page 4 OLD POST OFFICE, FORT PIERCE

6. Work room-Camera facing north
7. 27 of 50

6. Work room-Camera facing southeast
7. 28 of 50

6. East end of vestibule, swing room left, east entry center, work room door right-Camera facing east
7. 29 of 50

6. Mailing platform-Camera facing west
7. 30 of 50

6. Ladder to hatch in boiler room roof-Camera facing north
7. 31 of 50

6. Boiler room, boiler and chimney-Camera facing southwest
7. 32 of 50

6. Boiler room, platform and new door to mailing platform-Camera facing east
7. 33 of 50

6. Boiler room, access hatch to crawl space-Camera facing south
7. 34 of 50

6. Boiler room, old door to mailing platform-Camera facing north
7. 35 of 50

6. Clerk's of court's office-Camera facing northwest
7. 36 of 50

6. Stairs to probate office and jury room-Camera facing south
7. 37 of 50

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National Register of Historic Places Continuation Sheet

Section number 11 Page 5 OLD POST OFFICE, FORT PIERCE

- 6. Jury room-Camera facing northwest
- 7. 38 of 50

- 6. Jury room window detail-Camera facing west
- 7. 39 of 50

- 6. Courtroom from judge's bench-Camera facing northeast
- 7. 40 of 50

- 6. Courtroom from jury box, judge's bench left, witness box center-Camera facing northwest
- 7. 41 of 50

- 6. Hallway from lobby and judge's chambers to courtroom-Camera facing north
- 7. 42 of 50

- 6. Judge's chambers/postmaster's office-Camera facing southwest
- 7. 43 of 50

- 6. Stairs to federal marshall's offices-Camera facing north
- 7. 44 of 50

- 6. Holding cell-Camera facing south
- 7. 45 of 50

- 6. Marshall's office right, hallway along marquee wall left, from south office-Camera facing north
- 7. 46 of 50

- 6. Grillwork above post office boxes-Camera facing east
- 7. 47 of 50

- 6. Mural in customer service lobby-Camera facing west
- 7. 48 of 50

United States Department of the Interior
National Park Service

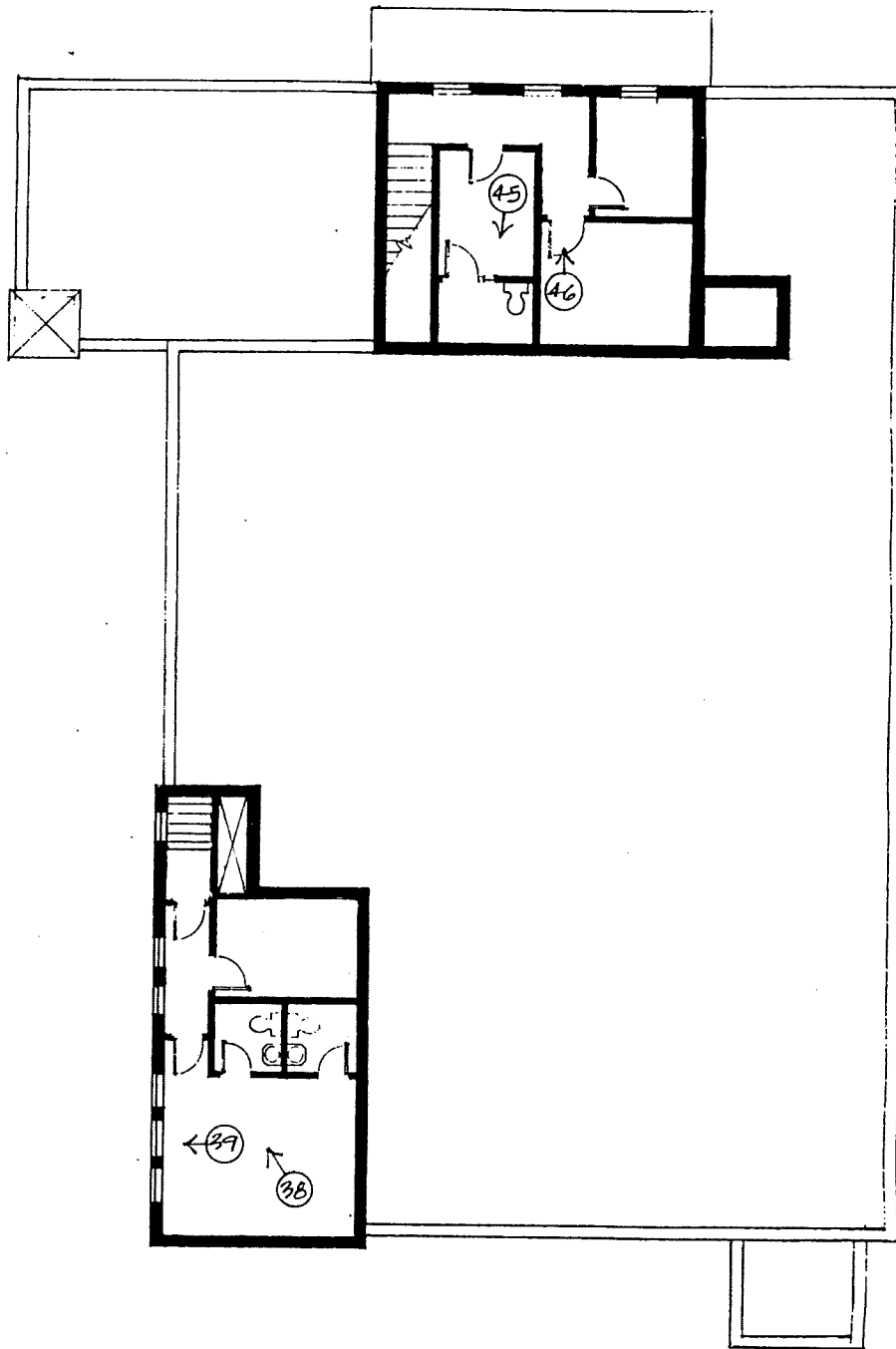
National Register of Historic Places Continuation Sheet

Section number 11 Page 6 OLD POST OFFICE, FORT PIERCE

- 6. Trap door in swing room ceiling-Camera facing north
- 7. 49 of 50

- 6. Original wood floor showing through courtroom carpet-Camera facing downward
- 7. 50 of 50

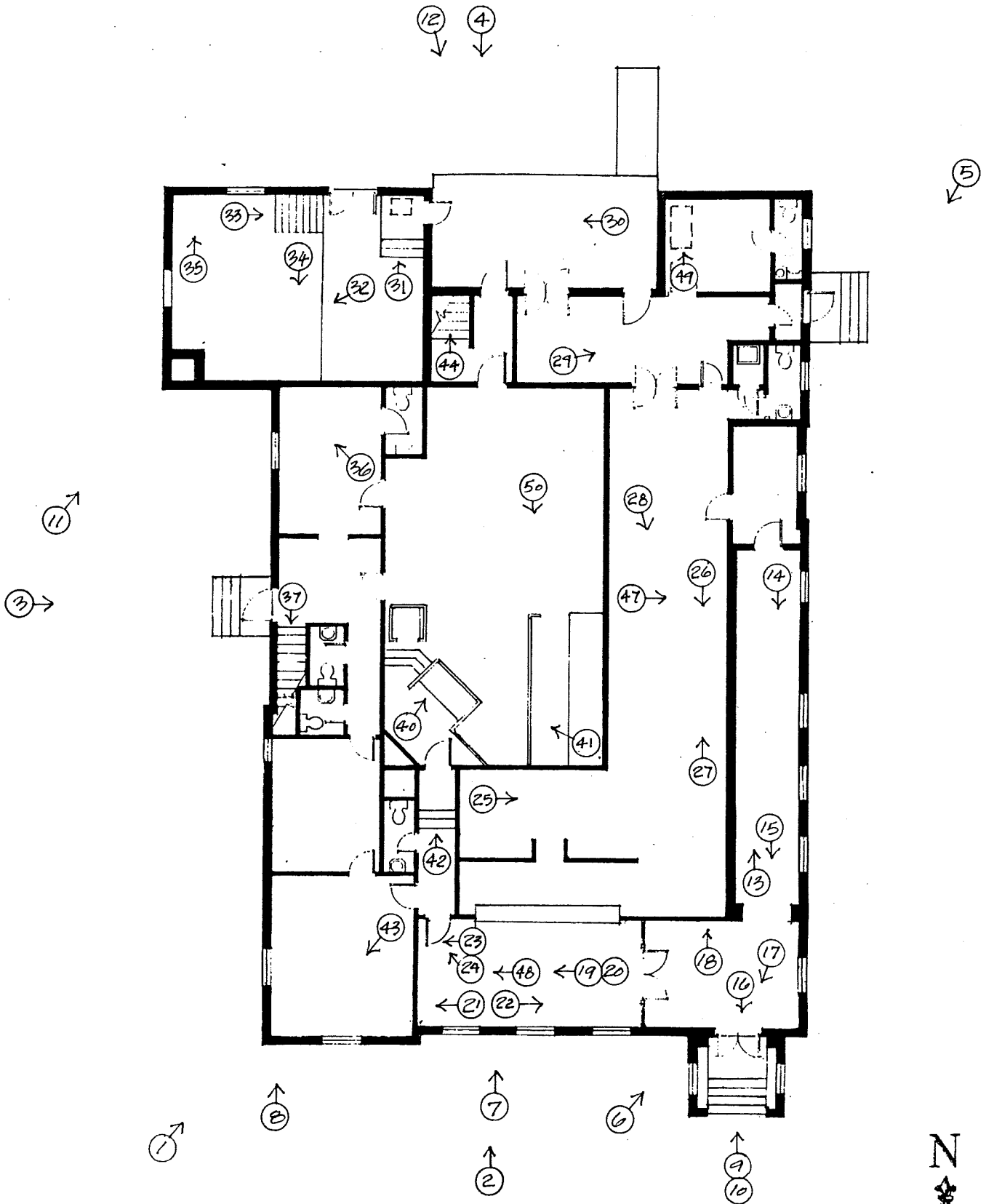
OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA



KEY TO PHOTOGRAPHIC INVENTORY - SECOND FLOOR
Not To Scale



OLD POST OFFICE, FORT PIERCE, ST. LUCIE, FLORIDA



KEY TO PHOTOGRAPHIC INVENTORY - FIRST FLOOR
Not To Scale



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OLD POST OFFICE, FORT PIERCE

Section number 8 Page 12

LUCILLE BLANCH, "THE SECTION", AND THE POST OFFICE MURAL

The Old Post Office's simplicity—in the sense of ornamental restraint—is relieved and—in the sense of handsomeness of design—accentuated by the mural in the lobby. It was sponsored by the U. S. Treasury Department's Section of Fine Arts, which achieved its best results in post offices. That is where most of its fourteen Florida murals were done, between 1936 and 1942.⁵⁵

In 1934 Roosevelt created an emergency program called the Works Progress Administration. The WPA set out with \$5 billion to create enough jobs—quickly—to take 3,500,000 people off relief, and became the first federal agency to put artists to work. Until the 1930's, in the rare cases where the U.S. government bought art, it patronized the European market. The WPA's secondary objective was not only to employ American artists, but to put them to work on "the best possible projects".⁵⁶ Many American artists themselves were still under the influence of Old World styles and themes, and concern had been growing since the 1920's that there was a lack of identity in American art. The federal government's experiment as a patron of the arts in the 1930's did much to change that.⁵⁷ It was policy that the commissioned art should embody a vision of America that would be an accurate representation of the local history or current occupations of the town where it was located. Post office murals in particular were aimed at putting people in touch with their traditions and fostering a positive outlook on the future of their community and the nation.⁵⁸

There were four major programs for employing artists during the depression: the PWAP (Public Works of Art Project, 1933-34), TRAP (Treasury Relief Art Project, 1935-39), WPA/FAP (Works Progress Administration Federal Art Program, 1935-43), and "The Section" (Treasury Department's Section of Painting and Sculpture, later called the Section of Fine Arts, 1934-43). The Section was

⁵⁵Michael Zimney, "New Art, New Deal", Florida Heritage Winter 1998, 16.

⁵⁶Fran Rowin, 10.

⁵⁷Ibid., 4.

⁵⁸Paul Michael Siboroski, Reflections of the Community: Post Office Murals in Florida Commissioned Under the New Deal, 13-15.

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OLD POST OFFICE, FORT PIERCE

Section number 8 Page 13

least, of all the four, a relief agency. Nationwide competitions were held, judged by juries of experts. The Section's primary duty was to "Secure the best quality art to embellish public buildings."⁵⁹ It reviewed newly designed Federal buildings and funded appropriate artwork through a 1% reserve of the construction cost, with approval of the Supervising Architect. Awards to individual artists ranged from \$10 to \$20 per square foot for murals. Two years were allowed for completion.⁶⁰

Lucille Blanch was commissioned in late 1936 to paint a mural for the newly built Fort Pierce Post Office, based on work from a previous competition. The award was \$630 for a painting to measure approximately 4 x 11 feet.⁶¹ It was to be done in oils on canvas, and she proposed that it be mounted on stretcher strips that could be attached to the wall. The Section staff vetoed her method of installation because it would look like a "large painting", and asked her to "proceed in the usual manner." They were also in the habit of making suggestions as to content and execution.⁶²

Lucille Blanch was born in Hawley, Minnesota, on December 13, 1895. She studied at the Minneapolis Art Institute under Goeteh and Koehler; and the Art Students' League in New York under Dumond, Robinson and Gruger. She taught at Sarah Lawrence College and at the Ringling School of Art in Sarasota. Her artwork was in the collection of the Metropolitan, Whitney, Minneapolis and University of Nebraska Museums. She received a Guggenheim Fellowship in 1933. She was a member of the Woodstock, NY, art community at the time she won the commission.⁶³

She was unable to visit the town, due to teaching obligations, until after installation of the mural. She corresponded with the Chamber of Commerce in developing her subject. In a 1976 interview she recalled, "I did my research and the planning of the painting of the mural in New York City. I

⁵⁹Fran Rowin, 5, 8, 20.

⁶⁰Ibid., 18.

⁶¹Paul Michael Siboroski, 32.

⁶²Fran Rowin, 55.

⁶³"Mural Painting by Lucille Blanch "Osceola Holding Informal Court With His Chiefs", Section of Fine Arts bulletin.

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OLD POST OFFICE, FORT PIERCE

Section number 8 Page 14

enjoyed falling in love with Osceola. I went to the Indian Museum and other places in the City that might have helpful information on the subject. I was deeply touched when I came upon a water color portrait of Osceola done by an artist sent by our government to paint him." She wrote to the Section on one occasion that she "became fascinated with the costumes."⁶⁴

"Osceola Holding Informal Court With His Chiefs" depicts Chief Osceola, in the costume he wore at the time of his final capture, in discussion with other Indian officers. His gun is an old powder type used by the Indians which is in the Metropolitan Museum. His military rank is expressed by three silver plates on his chest. The feathers were from the heron, the leggings made of dyed deer skin. The white shirts were typical of the times, often heavily ruffled. To the left of the men is an informal domestic scene of two women and a child within a chikee. The women's costumes are of a later date. A puma lays at the center, and the surrounding landscape is composed entirely of native flora.⁶⁵

The mural was installed in August of 1938. The Chamber of Commerce wrote to the artist, "It is very colorful, typical Floridian and beautifully done throughout. Comment on your work has been most favorable and enthusiastic."⁶⁶ The local newspaper reported, "Miss Lucille Blanch...(is) in the top ranks of American contemporary artists and Fort Pierce is indeed privileged to possess so comprehensive and representative an example of her work."⁶⁷ She was subsequently commissioned to paint a mural for the Appalachian Post Office in Virginia, and for post offices in Hemingberg, Kentucky; Tylertown, Mississippi and Sparta, Georgia.⁶⁸

The Section of Fine Arts was devoted to sponsoring work of high quality regardless of the artist's need. The policy was controversial and the program only survived by keeping a low profile. As the

⁶⁴Fran Rowin, 54, 58.

⁶⁵Ibid., 59.

⁶⁶Ibid., 59.

⁶⁷Paul Michael Siboroski, 35.

⁶⁸Fran Rowin, 60.

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OLD POST OFFICE, FORT PIERCE

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nation began focusing on war, art lost its priority. In 1940 funding for federal building projects was cut, and by 1943 the funds left to finance existing projects were spent. The program was abolished the same year. During its ten year history, the Section had commissioned 1,118 murals, 10,000 easel paintings and 300 sculptures. From 1933 to 1943, the New Deal as a whole had sponsored more than 10,000 artists.⁶⁹

⁶⁹Paul Michael Siboroski, 7, 10, 11.

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state.³⁶ In 1946 the city's first radio station, WIRA, began broadcasting.³⁷ The marina, beaches and fishing spots began to thrive again with tourists, and retirees discovered that the area was an affordable paradise. Post-war prosperity buoyed the economy throughout the fifties and sixties, although it brought with it serious new challenges to the city's viability.

HISTORICAL SIGNIFICANCE

After the Civil War, mail intended for the Indian River settlers came from Jacksonville by steamboat along the St. John's River as far as Salt Lake Landing. From there it was loaded on a trolley and pulled by mule to Titusville. James Paine, whose father had pioneered the St. Lucie settlement near Fort Capron, was commissioned to carry the mail up and down the Indian River partly by virtue of his skill with a sailboat. He would blow a conch shell as he approached a dock when he had a delivery, or stop at a signal flag for a pick-up. At the end of his route he passed his letters on to the "barefoot mailman" in Jupiter for delivery to points south. Paine became postmaster at St. Lucie, and served for 37 years.³⁸

The first post office in what would be Fort Pierce was started in 1885 in the neighborhood of Edgartown, and was named Bass Post Office after its first postmaster, Charlie (Thomas C.) Bass.³⁹ Bass's successor was a reluctant Mr. Beecher, who was ready to retire, but could not find a man to replace him. His problem was solved when the office closed after "Cantown", across the creek, a half mile south of Edgartown, successfully applied to have a post office at their headquarters in the former Hogg's trading post. It was granted under the name "Fort Pierce", after the old fort, the site of which was a mile and a half down river.⁴⁰ The date was January 29, 1888, and Peter P. Cobb

³⁶R. L. Polk & Co.

³⁷E. L. Adams, 66.

³⁸Lucille Rieley Rights, 45-46.

³⁹E. L. Adams, 6.

⁴⁰Charles S. Miley, 3.

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became the first postmaster.⁴³

Other early postmasters were Reuben Carlton, Robert Lee Brown and Miss Ella Hankins.⁴⁴ Even after the railroad came through Fort Pierce in 1894, there were only two men on duty in the corner room at Cobb's Store. According to an article in the old Fort Pierce News from the early 1900's, "Residents used to gather there, mosquito brushes in hand, early in the evening after F.E.C. train No. 29 came in from Jacksonville, to get their mail and visit with each other."⁴⁵

Eventually the post office outgrew Cobb's store and moved across Avenue A to the south of the Fort Pierce Bank Building, which was on the corner of Second Street and Avenue A. It was the beginning of the south Florida land boom. Thomas Roden was appointed postmaster by President Harding in 1922. For the first time Fort Pierce needed a letter carrier. Charles Croghan took the civil service exam, applied to Roden, and got the job in 1923. He delivered the mail for the next three decades, mainly on foot, and accompanied by his dog, Blackie.⁴⁶ Rodan also hired the first black postal clerk in Fort Pierce, Chester A. Moore. Moore lasted a day and Rodan was fired.⁴⁷ He was replaced by Wilbur C. Russell, who resigned in 1925, to be succeeded by W. S. Moe, commissioned by President Coolidge.⁴⁸

The demise of the land boom was not really accepted in Fort Pierce until 1927 when the Bank of Fort Pierce closed. Development slowed to a halt, and the architects who had gathered to direct it, one by one, left to seek their fortunes elsewhere. In the midst of its newly-built charm, the city went back in time to live off the land. There were 15,000,000 unemployed workers in the country in 1933,

⁴³Kyle S. Van Landingham, Pictorial History of St. Lucie County, 17.

⁴⁴Anna Pearl Leonard Newman, Stories of Life Along Beautiful Indian River, 31.

⁴⁵Charles S. Miley, 3.

⁴⁶The Fort Pierce News-Tribune, November 10, 1955.

⁴⁷Vertical files, St. Lucie County Library.

⁴⁸The Fort Pierce News-Tribune, January 4 & 7, 1934.

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when President Roosevelt proposed a New Deal, featuring radical programs like the Public Works Administration, which instituted a national public building program. Over \$700,000,000 would provide more than 1000 communities across the country with their first federal buildings. Fort Pierce became one of those communities.

In 1934 the city could announce that "The Government has appropriated \$72,000 for a new Postoffice building, the site has been secured and work will start shortly" due to the fact that "the postal receipts for each quarter of 1934 have shown a decided increase over the corresponding quarter of 1933."⁴⁷ Postmaster Moe's term was up and Charlie W. Peters was the candidate endorsed by local democrats. He won the position with a salary of \$2800 per year, \$300 more than any of the neighboring towns for which applications were being called by the civil service commission at the same time.⁴⁸ He would preside over the new Fort Pierce Post Office building, dedicated in 1935.

Throughout the 40's and 50's, and even into the 60's, the post office was still known as a community meeting place and activity center. The roof was a popular vantage point for viewing street events, such as the Cattleman's Parade and the Sandy Shoes festival. It could also be used as a stake-out spot for the police, should the need arise. When the United States entered World War II, spare portions of the building were first leased to recruiting offices of the armed services. Later the FBI had its quarters in the building; and last the Federal Circuit Court. The Federal Marshall maintained his office there until 1997 when he moved to a new building nearby. Several trials were held there entailing high security, and the windows in the judge's chambers were replaced with bullet-resistant glass. What was formerly the postmaster's private entrance through the lobby became the judge's emergency exit.⁴⁹

It was the main post office until 1964, when a larger facility was built several blocks west, which could accommodate the loading and unloading of trailer trucks. It then became known as Station A,

⁴⁷Economic Survey of Fort Pierce and St. Lucie County, 1934.

⁴⁸Fort Pierce News-Tribune, January 7, 1934.

⁴⁹Fred Lienhard, 1999.

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and finally the Downtown Station. Unofficially, and popularly, it became known as the "Old Post Office."

Although the formerly leased spaces now stand vacant, the Old Post Office, a block from City Hall, is now a bastion of pedestrian activity in a sector which, cut off by the progress of U.S. 1 and other traffic developments, declined faster in the 1970's and 80's than the rest of the city. So much that, all but one of the churches which lined Orange Avenue moved away. The Methodist church made a conscious choice to stand fast, and remains as a gateway to downtown Fort Pierce. Its link is the Old Post Office. Demolition of the building under a previous postmaster was thwarted by community protest. The postal service is again considering its fate, without saying what form—renovation or other—it might take.⁵⁰ The Old Post Office is a crucial element in the City's and Main Street's preservation and revitalization plan for downtown Fort Pierce.

ARCHITECTURAL SIGNIFICANCE

The Panama-California Exposition of 1915 in San Diego had stimulated an interest in the use of vernacular architectural elements originating from the cultures around the Mediterranean Sea. The resulting styles became popular in areas of appropriate climate and history such as California and Florida. Mediterranean Revival became the signatory style of the land boom in southeast Florida. It includes elements common to Mission, Spanish Colonial and Italian Renaissance styles, such as classical and Moorish columns; low pitched, clay tile, gabled, hipped or flat parapeted roofs; stucco exteriors with terra cotta decorative features; and multi-level plans. Loggias and arcades and courtyards are frequently found. Walls may be decorated with cartouches, tile and terra cotta inserts. Decoration is often concentrated at door and window surrounds.⁵¹

The simpler and cheaper Art Moderne style gained favor with commercial builders in the depression era of the 1930's. Its influence on national public architecture caused the dressing down of the the

⁵⁰Interview with Postmaster Herbert Owens, February, 2000.

⁵¹Marcus Whiffen, American Architecture Since 1780.

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earlier Federal style into a more Spartan classicism. New Deal architects also made an effort to tailor their styles to regional themes, such as Colonial on the Atlantic coast, French Provincial on the Gulf coast and Mediterranean Revival in Florida.

The new Fort Pierce Post Office was completed in early 1936 under the PWA (Public Works Administration), created by President Roosevelt in 1933. The PWA built 75% of new schools, 65% of new courthouses and city buildings, and 35% of all new hospitals in the nation.⁵² The post office was built from plans supplied by the U.S. Treasury Department, with Louis A. Simon as Supervising Architect and Neal A. Melick as Supervising Engineer. At the same time, Simon supervised construction of the Old Perry Post Office in Taylor County—very similar in design, but smaller overall. While the latter stood out in contrast to the prevailing north Florida architecture, the Fort Pierce Post Office fit in well with the Mediterranean ambience created throughout the city during the land boom of the 1920's. Louis A. Simon was also responsible for the Palm Beach Post Office, built in 1937, replacing Addison Mizner's design, which was adjudged too costly.⁵³ There Simon's building, which would have been upscale in Fort Pierce, is too plain for its neighbors. It continues to operate as Palm Beach's post office. Simon had previously collaborated with George Albee Freeman on the Classical Revival U.S. Post Office and Federal Building in Sarasota (1934).⁵⁴ Simon's Perry, Palm Beach and Sarasota post offices are listed on the National Register of Historic Places.

Mediterranean style was most effectively used in Fort Pierce to set apart prominent public buildings, such as City Hall, and was therefore a fitting style for a new Federal building downtown. The Old Post Office stands as the last example of any such public building constructed in the city until the present day. It is also one of only two significant examples of New Deal architecture in the county. It features St. Lucie County's only WPA/Treasury Department mural.

⁵²Fran Rowin, Federally Sponsored Murals in Florida Post Offices During the Depression, 3.

⁵³Articles and correspondence—Palm Beach Post Office files.

⁵⁴Morton D. Winsberg, ed., Florida's History Through Its Places.

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and burned down in 1843.⁵

The war stopped rather than ended, and settlers replaced soldiers under the Armed Occupation Act passed by Congress in 1842, providing for the homesteading of 160 acre lots of land. The sporadic pioneers of the 1840's along the Indian River often used the ruins of Fort Pierce as a reference point in describing claims.⁶ The first attempt of an "Indian River Colony" to settle an area a few miles north of the fort was interrupted by the stabbing to death of John Barker, keeper of a trading post, by some Indians he had cheated.⁷ The family and neighbors escaped to St. Augustine, not to return until the 1850's, after the government had Fort Capron built near their homesteads, the site of present day St. Lucie Village. St. Lucie County had been created out of vast Mosquito County in 1844, the year before Florida became a state. The 1850 U.S. Census reported a county population of nearly 140, of whom 30 were soldiers and 27 slaves, commenting that "The inhabitants of the County were driven from it on account of the Indian hostilities and only a few of them have, as yet, returned."⁸

It was not until the 1870's that a settlement was founded that would be the beginning of Fort Pierce as a city. Alexander Bell had started a trading post at the site of the old fort in 1871, later homesteaded the land between Taylor Creek to the north and Moore's Creek to the south.⁹ Moore's Creek remains the northern border of the commercial downtown. This would become Fort Pierce's first residential neighborhood. It was named Edgartown after the grandson of A.G. LaGow, one of the pioneers. Other founders were the families of Frank and James Bell, and Reuben Carlton.¹⁰ Edgartown had a post office, named after the first postmaster, Thomas C. Bass. School was taught by Miss Ella Bell in her home until the first schoolhouse was built in the form of a "one-room palmetto-thatched shack" in 1881.¹¹

⁵Ibid., 30-31.

⁶Ibid., 36.

⁷Ada Coats Williams, A Brief History of St. Lucie County, 3.

⁸Lucille Rieley Rights, 36-41.

⁹Emily Lagow Bell, My Pioneer Days in Florida, 1876-1898, 25-29.

¹⁰Charles S. Miley, Miley's Memos, 3.

¹¹Ibid., 3, 8.

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In 1879 Captain Benjamin Hogg and his wife Annie surprised and delighted the isolated settlers when they landed near Moore's Creek with a shipload of goods for sale. They considered the site of the old fort, about a mile and a half away, for setting up shop. But finally, in 1882, they built a two-story wooden building, with a long wooden dock stretching out into the river, about a block south of the mouth of Moore's Creek. Annie tended store while the Captain sailed his schooner between Fort Pierce, the Bahamas and Jacksonville trading green turtles and coconuts for goods with which to stock his trading post.¹² Annie found an much-needed assistant in Peter P. Cobb, who came from Cazenovia, New York in 1883.¹³

When some New England investors bought the building to start an oyster cannery in the mid 1880's, Cobb stayed on to run the store. They called the place "Cantown."¹⁴ After a year Cobb bought the cannery out and turned it into P.P. Cobb's General Merchandise Store. He also expanded the pier into Cobb's Dock which eventually extended twelve hundred feet into the Indian River, accommodating steam ships, fish houses, an oyster house, and tracks for carting ice out and fish back. Bass Post Office in Edgartown was closed down in favor of a new post office opened in the store in 1888, with Cobb as postmaster. The new post office was named "Fort Pierce". The commercial district that grew up around the river landing and general store followed suit. Throughout the pioneer period, when the Indian River settlements were only accessible by boat, the Hoggs' trading post and Cobb's store was famous from Eau Gallie to Jupiter. Its fame extended inland, too, both among Indians and cowmen, to Fort Drum and Okeechobee. It was the eastern origin of the cattle drives, along a route now designated the Florida Cracker Trail,¹⁵ which ended with the sale of cattle in Fort Myers for shipment to Cuba from the port of Punta Rassa.¹⁶

The arrival in 1894 of Henry Flagler's railway, on its way south from Jacksonville, opened Fort Pierce to a new wave of settlers and a new range of economic possibilities. Pineapple growing was added to fishing and cattle raising. The city grew from a village to a town and was incorporated on February 2, 1901 with 53 out of 66

¹²Ada Coats Williams, 11.

¹³Charles S. Miley, 97.

¹⁴Emily Lagow Bell, 29-30.

¹⁵The Tampa Tribune, September 9 & 10, 1987.

¹⁶Edward A. Fernald, Atlas of Florida, 101.

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qualified voters present.¹⁷ The Indian River Telephone Company was established in 1902, with exchanges in Jensen and Fort Pierce, salvaging parts of the one-wire telegraph line laid by the army from one end of the Indian River to the other during the Seminole wars.¹⁸ The Fee family opened the Bank of Fort Pierce in 1903.¹⁹ In 1905 Fort Pierce became the seat of St. Lucie County, population about 3000, recreated out of Brevard County, the seat of which was Titusville. The Florida East Coast Railroad had established a division point at Fort Pierce, boosting the job market. A proper county courthouse was built in 1909. The St. Lucie County Bank moved from Jensen to Fort Pierce in 1910 in recognition of the fact that the city's progress.²⁰ It had become the center of commerce for the entire county. The population of the county was over 4,000, that of the city just under 1,500. Citizens had electricity by 1912. In 1914 Fort Pierce High School was built, an outstanding example of Mission style architecture which for many years housed the only high school from Stuart to Melbourne.²¹ Although the pineapple farming declined, the citrus industry took its place, followed by winter vegetables. Tourism was beginning to figure in the economy. By the end of the decade, the town had six churches, several hotels, a semi-weekly newspaper, a Golf and Country Club, a Rod and Gun Club and a Chamber of Commerce with a dedicated promotional program. The Fort Pierce ocean inlet was being dredged and scheduled to open in 1921.²² The population was over 2,000 and growing fast. Fort Pierce was ready to take advantage of the land boom of the 1920's.

The early twenties saw plans under way for the opening of an ocean inlet and for a causeway to the barrier island. Symbolic of the optimism of the time, the Sunrise Theater was built by one of the town's leading entrepreneurs, Rupert Koblegard. It was, at the time of its construction in 1923, the largest theater between Jacksonville and

¹⁷Charles S. Miley, 5.

¹⁸Walter R. Hellier, Indian River, Florida's Treasure Coast, 39, 99.

¹⁹Ibid., 92.

²⁰Ibid., 96.

²¹Mary A. Bennett, Fort Pierce Elementary, A School and Its History, 36.

²²Fort Pierce Chamber of Commerce, Fort Pierce Florida, "The Golden Belt", 1921.

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Miami.²³ Fort Pierce began to call itself "The Sunrise City."²⁴ The city capitalized on its growing population and expansion of revenues with a series of community improvements. Street paving and widening, sewers, canals and bridges were given high priority.²⁵ A water filtration plant, incinerator, parks and wharves for the new port were planned. From 1921 to 1923 more than 200 houses, the theater, a school and several business and office buildings were constructed at a cost of over \$1,000,000. In 1924 the population was 4,000 and expenditures on development were expected to exceed \$1,500,000.²⁶ Most of the local lawyers were busy with work for real estate dealers. The largest payroll in the city was still that of the Florida East Coast Railroad.²⁷ In 1925, the population peaked at 8,500. A new fire station and jail, and an elegant Mediterranean style City Hall were built. The county had 67 miles of paved road, mainly the Dixie Highway and Indian River Drive. The causeway from downtown to the beach on Hutchinson Island was complete. Of luxury projects, a casino was built at on the beach, a man-made island, in the manner of those between Miami and Miami Beach, was on the drawing boards; and several grandiose subdivisions were planned by private developers.²⁸

The city's own Venetian Island and the Coral Gables-style developments like Indrio turned out to be sand castles when the real estate market collapsed, exacerbated by the south Florida hurricane of 1926. In Fort Pierce an ingenious method was devised to put people to work for the city and paying them in scrip.²⁹ Development continued at a slower pace until the Bank of Fort Pierce closed in 1927; two hurricanes, back to back, hit closer to home in 1928; and the stock market crashed in 1929. The St. Lucie County Bank was saved. The port was finished, giving Fort Pierce the only important deep water harbor between Jacksonville and Miami. Completion

²³Nichols Schwab Inc. et al., Sunrise Theater, Architectural Assessment and Preservation Plan, 6.

²⁴E. L. Adams, Centennial Reflections, 34.

²⁵Fort Pierce News Tribune, June 19, 1925.

²⁶Fort Pierce Chamber of Commerce, The Cat's Out of the Bag at Fort Pierce Florida, "The Sunrise City."

²⁷Judge Alto Lee Adams, The Fourth Quarter, 59-61.

²⁸Fort Pierce Chamber of Commerce, Prosperous Fort Pierce-Where Ocean, River, Rail and Highway Meet, 1925.

²⁹Judge Alto Lee Adams, 69.

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of the Dixie Highway kept the city on the tourist map. The county built a 167 acre airport. The Chamber of Commerce, somewhat diminished in both resources and exuberance, continued to promote the Fort Pierce that was perfected during the golden age of the twenties.³⁰ In 1930 the population of the city had declined to under 5,000, rising to over 6,000 in 1935.³¹

In 1931 P. P. Cobb's store closed. The News Tribune wrote: "The closing of Cobb's store will mark the passing of a landmark, an institution that has been largely responsible for the development of this section. Thousands of families and individuals, both in pioneer and in later days, have been materially aided through the liberal but quiet generosity of its owner."³² Only two significant buildings went up during the depression: the post office, in 1935, and the Coast Guard station, in 1937. Cattle ranchers and tomato farmers found a mutually beneficial arrangement whereby a pasture was lent to tomatoes one year and grass the next³³ People who could, went back to living off the land. For the average person, subsistence was his economic level, barter his medium of exchange. Nevertheless, community spirit was well—the beaches were pristine, there were always dances to attend and movies to see, and the fishing was still good.

In 1940 the city estimated its population at "8,000 in summer and 11,000 in winter."³⁴ One of 17 State Farmer's Markets was built in Fort Pierce and opened in 1941, primarily to serve tomato growers.³⁵ As the second World War began, construction came to a dead stop, but the depression was banished. The Navy chose Fort Pierce for the site of an amphibious training base, and many service men became part of community after the war. With its \$380,000 citrus pre-cooling and refrigeration plant, the port of Fort Pierce was rated fifth in importance in the

³⁰Fort Pierce Chamber of Commerce, Economic Survey of Fort Pierce and St. Lucie County, 1934.

³¹Fort Pierce Chamber of Commerce, 1935 Directory of Fort Pierce and St. Lucie County.

³²Charles S. Miley, 97.

³³Interview with Pete Serra, Fort Pierce State Farmers' Market, 2000.

³⁴R.L. Polk & Co., Polk's Fort Pierce City Directory 1940.

³⁵Pete Serra.

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SUMMARY

The Old Post Office, built in 1935, is a two story building of asymmetrical plan, Mediterranean Revival in style. Its structure is steel frame on pilings. The walls are 12" terra cotta tile finished in smooth beige stucco. Of six roof levels, four are flat and parapeted; a red clay tile hipped roof covers the upper story level at the southwest corner, and also the northwest corner tower. Fenestration is single-hung sash, commonly in groups of three. Several interior rooms apart from the public postal spaces were remodeled in the 1960's and 1970's for use by other government agencies. The building anchors the western quadrant of Fort Pierce's community redevelopment area, comprising the traditional downtown as developed in the 1920's.

SETTING

Fort Pierce is on the east coast of Florida, approximately 238 miles south of Jacksonville and 58 miles north of West Palm Beach. The city consists of nine square miles of irregularly shaped land surrounded by unincorporated areas of St. Lucie County. Fort Pierce is the county seat. It occupies the banks of the Indian River lagoon and the northern tip of Hutchinson Island, a barrier island separating the lagoon from the ocean. The city contains several residential neighborhoods, an oceanfront resort area and the county's historic downtown. The major traffic arteries serving the city are Interstate Highway 95, U. S. Route 1, and Coastal Highway A1A. There is a small airport. A commercial seaport and the city marina can be reached from the Intracoastal Waterway and through the Fort Pierce Inlet to the Atlantic Ocean.

The building stands on an 18,924 sq. ft. lot at the northwest corner of Orange Avenue and Fifth Street, with the entrance facing south on Orange Avenue. Except for the paving for parking, the site remains much as it was when the post office was built. There is a narrow parking lot for employees at the north end, and a larger one for customers at the west end of the property. Orange Avenue is a main thoroughfare leading to downtown Fort Pierce, running from the post office a block south to City Hall, a block farther to the FEC railway tracks and Depot Drive, a third block south to Second Street ("Main Street"), a fourth to Indian River Drive, and a fifth to the river itself. Across Fifth Street which runs north and south, is the Arcade, a Mediterranean style mixed-use building occupying most of the block along U.S. 1, one block east of, and parallel to, Fifth Street. It had

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extended all the way to the southwest corner of Fifth and Orange until a fire destroyed part of the west wing. To its north on Fifth is the old Masonic Hall, now an office building. Across Orange are a series of small storefront businesses. Farther west along Orange are more storefronts on the south side and an elaborate Moorishly-ornamented Mediterranean Revival house, and finally the Mexican-baroque, Mission style Methodist Church. The immediate neighborhood of the Old Post Office comprises the westernmost end of the city's community redevelopment area.

EXTERIOR

The Old Post Office has six roofs, or roof levels—seven, if the portico is included (Photo 1). The south (Photo 2) and east (Photo 5) elevations are most visible to pedestrian traffic and are the most developed in architectural detailing. The building maintains its harmonious proportions on all sides, and is surrounded by a parapet with water table and precast concrete coping (Photo 1). A projecting base rising 2 ½ ft. above grade also surrounds and unites the building. It occupies a space approximately 104 feet north by 72 feet west on its lot.

At the south elevation (Photo 2), facing Orange Avenue, three central 8/12 single-hung sash windows are set in recessed round arches, separated by pilasters (Photo 7). A fourth, similarly recessed, is centered on the west corner bay, and contains a picture window. Each sill is adorned below with a recessed rectangular apron. The entrance is at the east corner. A stone plaque at the west corner is engraved with the date of construction and names of officials, architect and builder (Photo 8).

The entrance consists of a flat-roofed portico sheltering steps up to a double door. The metal and glass door is framed by wood pilasters and header with a wood frame fanlight above (Photos 9, 10). Both sides of the portico echo the recessed round arch, and sill treatment, of the windows, but feature open clay tile grillwork in place of glass (Photo 6). The facade is similar, with wrought iron tracery set into the arch above the door opening. A coped parapet tops the portico. An ornamental scupper is centered below the point at which the main roof parapet rises to a stepped segmental arch, crowning the entrance (Photo 1).

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The east elevation features five recessed-arched windows in a one-three-one group to the south, with typical pilaster and apron treatment. Toward the north end of this elevation follow three unadorned windows, the last two separated by a door set in a recessed arch. All the windows are 8/12 single-hung sash. The door is topped by a four pane transom and reached by an uncovered concrete stoop (Photo 5).

The north elevation has two distinct parts (Photo 4). The east corner houses a recessed mailing platform. This loading dock is accessible on foot by a concrete, handicapped-accessible ramp and is sheltered by a marquee. The marquee is suspended by means of four steel stanchions hooked to the facade at ornamental medallions. The lower, west wing features a double door with metal louvers above, and an unadorned 8/12 single-hung sash window (Photo 12). Electric utilities connect to the building at this corner. Within lies the boiler room, below grade.

The west elevation (Photo 3) includes the boiler room wing projecting furthest west with one plain 8/12 single-hung sash window centered, and a chimney in the shape of a mission bell tower with hipped tile roof (Photo 11). A central section of the elevation features one 8/12 single-hung sash window, a second filled in opening of the same size and shape, and a door with concrete stoop covered by a small marquee-like awning. The southwestern corner contains a second story topped by a hipped tile roof. This level is penetrated by a row of five smaller 6/6 single-hung sash windows grouped one-two-three. Below, on the ground level, are: one window similar to the above next to an identical filled opening. Last is a plain picture window of the typical 8/12 proportion.

INTERIOR

Interior to the building are public and private spaces. The private spaces are divided into those used for postal functions and those formerly leased to other governmental agencies, presently unoccupied. (See the ground floor and roof /second floor plans, attached) .

The public spaces are as follows. The foyer receives natural light from the fanlight over the double entry doors (Photo 16). To the west is the customer service lobby, continuous in form and finish with the foyer, although separated by a glass and aluminum partition (Photo 17). On the north wall

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facing the entrance is a wood-framed panel containing mail deposit slots (Photo 18), of similar finish to the bulletin cases below the mural in the customer service lobby. To the right of the mail deposit panel, an arched opening leads to the box lobby.

The customer service lobby runs along the front of the building (Photos 19, 22), parallel to Orange Avenue, and receives the light of the windows in the southern wall. Stretching across the west wall at the end of the lobby, from the crown molding down, is a mural commissioned under the Treasury Department program, painted by Lucille Blanch, depicting "Osceola Holding Informal Court with his Chiefs" (Photo 20). It is in relatively good condition considering that it has overlooked the comings and goings of several generations of postal customers. Below are two original wood-framed bulletin cases (Photos 21, 23). There is a panel door set into the north wall at its western end. The postal counter, and service window, runs along the north wall, beginning after the door (Photos 22, 24).

Straight through the foyer and perpendicular to the customer service lobby is the box lobby (Photos 13, 14), a long hallway, down which eastern windows light rows of brass mailboxes along the western wall. At the north end of the lobby is a wood panel door, leading to an office and the work area. A flat-arched opening connects the box lobby to the foyer. The ceiling throughout the L-shaped lobby/foyer area is 14 feet high, coffered and trimmed with crown molding (Photo 15). Marble wainscoting runs along the walls. The flooring throughout is red and brown quarry tile.

The private, postal spaces are as follows. Behind and parallel to the customer service counter is the window service room (Photo 25), leading to the work room beyond, which is parallel to the box lobby (Photos 26, 27, 28). At the end of the work room, north, is the mailing vestibule, which adjoins the mailing platform at the rear of the building. The north east corner of the building is divided into, going north from the door at the end of the box lobby, an office and restrooms; then at the west end of the mailing vestibule, the foyer of the eastern door turned into a storage room (site of the original postal inspector's entrance), and a break, or "swing", room at the corner (Photo 29).

Outside, on the mailing platform, at the back of the building, a door at the west end of the dock (Photo 30) leads down two steps to a concrete platform also accessed by a double door on the north

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OLD POST OFFICE, FORT PIERCE

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wall (Photo 4). A ladder adjacent to that door, inside, reaches through a hatch to the roof (Photo 31). From the concrete platform, several steps descend to a sunken boiler room. The boiler equipment and base of the chimney are down there. A hatch low on the south wall of the room opens onto the crawl space below the building (Photos 32-35).

The leased spaces were most recently used by the Federal Circuit Court, and consist of the south east third of the building including its upper story. The public entrance to the court room was on the west wall of the building (Photo 3, center door), through a lobby. The lobby led north to the clerk's office (Photo 36), east to the court room, and south to a secretary's office, beyond which were the judge's chambers. Stairs to the immediate south of the door (Photo 37) lead up to two rooms. The first was used by the probate officer; the second was the jury room (Photos 38, 39). These two rooms, and the restrooms between them, make up the building's upper story at the southwest corner, the portion with the tiled hip roof, lighted by the windows on the west elevation (Photo 3). The judge's bench stands at the south west corner of the court room, looking northeast (Photo 40). The jury area is on the judge's right hand, behind a knee-wall, and the witness box on his left (Photo 41). Behind the bench a hallway (Photo 42) led to either the paneled door in the lobby or to the judge's chambers. The chambers occupy the southwestern corner of the building at ground level, and were originally designed to be the postmaster's office (Photo 43). On the north wall of the loading dock, the westernmost of three doors was the Federal Marshall's entrance (Photo 30), which led south to the court room, or west and north, upstairs (Photo 44) to a hall overlooking the marquee through three windows (Photo 4). To the east of the stairwell, the first room is a holding cell (Photo 45), having a waiting foyer and a cell with a bench facing the door and a toilet concealed behind the wall. A room at the east end of the hall, and another off the hall to the south, are office spaces (Photo 46). This portion of the building is the flat-roofed, second-story block at the center of the north end of the post office (Photos 1, 4).

ALTERATIONS

The main exterior alteration is the addition in the 1960's of the portico. An early picture postcard shows a broad flight of concrete steps with iron handrail leading up to the entrance, which is a double wood panel door with six lights (Attachment 1). A later view shows a different style of door, and

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slightly less ornamentation around the fanlight, but similar steps (Attachment 2). The portico, as described above, is compatible in style, material and proportion with the rest of the building. The relocation of the wrought iron tracery from the fanlight to the portico entry preserves the original intent. The earlier entry doors have been replaced by metal-and-glass doors with panic-bars.

Other exterior changes include the two windows at the southwest corner of the building, east and west (Photos 2, 3). They were replaced with bullet-resistant glass. A second floor window on the south elevation, and two first floor windows on the west elevation have been filled in. The east and west entry doors are later replacements, as are most of those on the north elevation at the loading dock. The flagpole was not originally in its present spot on the lawn. It was on the roof, centered at the front (south). A postal worker climbed the roof each morning and evening to raise and lower the flag.¹

Interior alterations to the public spaces are as follows. The foyer was created by installing a glass and aluminum partition at the entrance to the customer service lobby area so that the space could be locked while providing after-hours access to the mailboxes (Photos 17, 22). Originally a roll-up door had closed off the counter and both lobbies were open 24 hours a day. The panels high along the wall above the post office boxes were originally windows with open grillwork (the post office lobby windows were left open in good weather and the sea breezes provided fresh air)², but were later filled in (Photos 13, 15, 47). Free-standing interior furnishings are of various later dates. The customer service window trim and counter have been redone. The ceiling lights are recent. The wall-mounted mailboxes are original, as are the wood-framed bulletin cases below the mural (Photo 48). The mural is intact and maintains its historical place as an integral part of the post office lobby.

The postal work spaces have undergone some alteration over time. The wood flooring, some doors, parts of the mailbox interior section, and wall finishes up to the point of alteration for the sake of air conditioning are intact. Some of the office floor have been covered with linoleum. An inspector's gallery which might have looked out on all of the various postal operations below is not in evidence.

¹Interview with Billy Ferguson, 2000.

²Interview with Fred Lienhard, 1999.

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OLD POST OFFICE, FORT PIERCE

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The eastern entrance is blocked from within, that space now being used for storage; traditionally it would have been the inspector's entrance. From his office at the northeast corner, now the swing room, he could have climbed through a trap door (Photo 49) to the gallery above to observe the employees through "peepholes."³

The non-postal interior has been considerably altered for the use of other federal agencies. The work room had taken up more space, such as that of the later courtroom, originally⁴. Much of that space was partitioned off. Most of the walls are paneled. Drop-ceiling hides the ductwork that occupies the formerly open ceiling space. Beneath the carpet that covers most of this section, the early hardwood flooring can be glimpsed (Photo 50). Original molding and trim is still apparent in places (Photo 39). Although some of the work may have started around the second World War, when armed forces recruiters had their offices in the building, most of the partitioning was done in 1964 and 1973⁵.

³Ibid., 1999.

⁴Interview with Eula Carlton, 2000.

⁵Fred Lienhard, 1999.

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National Park Service

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OLD POST OFFICE, FORT PIERCE

Section number 8 Page 1

SUMMARY

The Old Post Office is significant at the local level under Criterion C in the areas of Architecture and Politics/Government. It exemplifies Public Works Administration (PWA) architecture as adapted to the Mediterranean Revival that defined an era in Fort Pierce and in south Florida. It was built under the supervision of architect Louis A. Simon, who designed several other landmark Florida post offices during the depression. It represents the city's first dignified federal presence as expressed architecturally. It is one of only two significant examples of New Deal architecture in the county. Its centerpiece is a mural in the lobby depicting a scene from the life of Seminole Chief Osceola. The mural is one of 14 that were sponsored by the Works Progress Administration (WPA), through the Treasury Department's Section of Fine Arts, in Florida between 1936 and 1942. It continues to function as the Downtown Station. It is a crucial element in the City's and Main Street's preservation and revitalization plan for downtown Fort Pierce.

HISTORICAL CONTEXT

The United States took possession of Florida from Spain in 1821. The Ais of the south-central coast and other prehistoric Indians were virtually extinct by then, their few descendants melding with the mixture of immigrant tribes and runaway slaves who became the Seminoles. There were about 5,000 in Florida at the time. Friction with surveyors and settlers culminated in the 1835 attack on plantations south of St. Augustine which set off the Second Seminole War (1835-1842)⁴. The United States Army built a series of forts to counter the attacks and expedite the Policy of Indian Removal. One was founded on a bluff, the highest point visible, on the west bank four miles south of the Indian River Inlet, near an Ais mound and a spring. This took place in late 1837 by some accounts; perhaps on the morning of January 2, 1838, according to the journal of Dr. Jacob Rhett Motte, physician to the party of scouts. They named it after their commander, Lieutenant Colonel Benjamin Pierce, a career officer whose brother was Franklin Pierce, fourteenth President of the United States. The fort was deactivated after the war

⁴Lucille Rieley Rights, A Portrait of St. Lucie County, 29.

EXHIBIT "A":

NATIONAL PARK SERVICE NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM

Attached and labeled

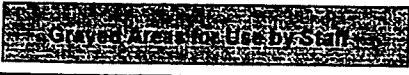
EXHIBIT "B":

PHOTOGRAPHIC RECORD OF PROPERTY INTERIOR TAKEN ON 10/3/02 AND
INVENTORY OF CHARACTER-DEFINING HISTORIC FEATURES REMOVED

Attached and labeled


United States Department of the Interior
National Park Service
NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM

Adapted for the
PROPOSAL
of Properties in Florida for
Nomination to the National Register
of Historic Places



1. Name of Property Fort Pierce Old Post Office


historic name Fort Pierce Post Office

other names Downtown Station, Station A, Old Post Office 

2. Location

street & number 500 Orange Avenue not for publication

city or town Fort Pierce vicinity

state FLORIDA code FL county St. Lucie code  zip code 34950

3. Owner Awareness Statement

As the owner, or official representative of the owner, of the property identified above, I am aware of this proposal for its nomination for listing in the National Register of Historic Places. I have been advised of the procedures for review of the proposal by the State Historic Preservation Office and the Florida National Register Review Board, and for the formal nomination of the property at the discretion of the State Historic Preservation Officer. I understand that I will be notified of the date and place of the public meeting at which the proposal will be considered by the Florida National Register Review Board, and that I will be given an opportunity to submit written comments and to appear in person in support of or opposition to the nomination of the property.

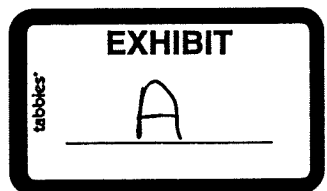
At this time I support oppose reserve opinion on this proposal.

Signature of property owner or representative Date

4. Legal Description of Property (according to county property appraiser's office)

AMENDED PLAT OF BLK 2 OF RE-S/D OF RECEIVER'S S/D LOT 4 (MAP 24/10D)

Attach continuation sheet if necessary



Name of Property

5. Classification

Ownership of Property
(Check as many boxes as apply)

- private
- public-local
- public-State
- public-Federal

Category of Property
(Check only one box)

- buildings
- district
- site
- structure
- object

Number of Resources within Property
(Do not include any previously listed resources in the count)

Contributing	Noncontributing	
1	0	buildings
0	0	sites
0	0	structures
0	0	objects
1	0	total

Name of related multiple property listings
(Enter "N/A" if property is not part of a multiple property listing.)

N/A

Number of contributing resources previously listed in the National Register

0

6. Function or Use

Historic Functions
(Enter categories from instructions)

Government/Post Office
Government/Federal Courthouse

Current Functions
(Enter categories from instructions)

Government/Post Office

7. Description

Architectural Classification
(Enter categories from instructions)

Other - PWA Mediterranean Revival

Materials
(Enter categories from instructions)

foundation Concrete
 walls Stucco

roof Bitumen
 other Tile
 Cast Stone

Narrative Description

(Describe the historic and current condition of the property on one or more continuations sheets.)

WHEREAS, the National Trust for Historic Preservation (NTHP) requested to be a consulting party to this transfer, and has been invited to concur in this Memorandum of Agreement (MOA);

NOW, THEREFORE, the USPS, the Florida SHPO, and the City of Fort Pierce agree that the conveyance of the Property shall be carried out in accordance with the following stipulations in order to take into account the effect of the conveyance on the Property.

STIPULATIONS

The USPS shall ensure that the following measures are carried out:

1. Covenants: The covenants attached hereto as Exhibit "C" (Covenants) will be included in the transfer instrument and promptly recorded in the real estate records of Saint Lucie County, State of Florida, for the sale of the Property.

2. Significant character-defining features:

a) The property is a 1935 Spanish Revival style building built as a post office to serve the City of Fort Pierce, and served in this role until it was closed by the USPS. Most of its character-defining historical features are those associated with the structure's role as a post office, and include the Section mural "Osceola Holding Court with his Chiefs" as well as a number of internal standard post office fixtures such as brass post office boxes, mail slots, tables, customer service windows and furniture, etc. These original features are shown in the original documents for the nomination of the building to the National Register of Historic Places (dated April 18, 2001 and attached to this Agreement as Exhibit "A").

b) Many of these original features are shown in the original documents for the nomination of the Property to the National Register of Historic Places. A number of these features have been altered by the USPS by their removal. Such alteration has impacted the identifying characteristics as originally shown in the nomination forms. The altered state of the internal character-defining historical features are recorded in photographs taken of the Property's interior on October 3, 2002 along with an inventory list of unreturned items, and attached to the Agreement as Exhibit "B".

c) The USPS has made every reasonable effort to locate, return, and restore to the Property these items that it removed and sold that are considered to contribute to the Property's historic significance (as noted above and described and noted in the National Register of Historic Places Registration Nomination Form dated April 18, 2001 and attached to this Agreement as Exhibit "A", and as recorded in photographs of the Property interior on October 3, 2002 and an inventory list of unreturned items attached to this Agreement as Exhibit "B")

3. The Section of Fine Arts Mural:

a) The Section of Fine Arts mural "Osceola Holding Court with his Chiefs" shall be placed permanently back in the Property, as soon as practical following its restoration, but shall remain the Property of the USPS.

b) The City of Fort Pierce, as initial caretaker of the mural, agrees to maintain and preserve the mural in accordance with the Covenants, any applicable National Park Service guidelines, and the provisions contained in this MOA.

c) The City of Fort Pierce shall provide the USPS with a minimum of ninety (90) days written notice of its intent to transfer title to the Property to any third party, so long as the Section mural is located in the Property.

4. Amendments to, and termination of, this MOA

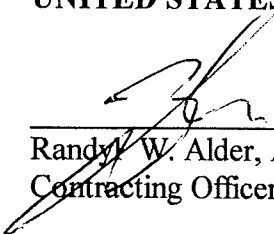
a) If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment. The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. Such amendment of the MOA shall not affect the protective covenants appended to the MOA and recorded in public records along with any deed or other instrument transferring or divesting fee simple title or any lesser estate in the property or any part thereof.

b) If such efforts at amending the MOA fail, the ACHP may be asked by any signatory to this MOA to review the terms of the MOA and its implementation by the USPS. If the ACHP determines that the terms of the MOA are not being carried out, the MOA will be terminated. If the MOA is terminated for any reason, the USPS shall request Council comments per 36 CFR Part 800.7(a)(1). The Postmaster General will then take those comments into account and respond per 36 CFR Part 800.7(c)(4).

Execution of this MOA by the USPS, the Florida SHPO, and the City of Fort Pierce and implementation of its terms evidences that the USPS has taken into account the effects of the conveyance on the Property.

SIGNATORIES:

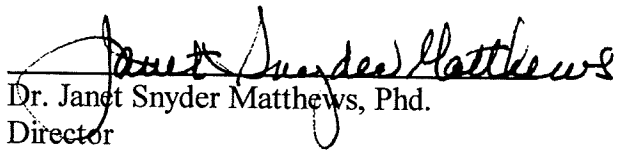
UNITED STATES POSTAL SERVICE



Randy W. Alder, Asset Management
Contracting Officer authorized by USPS


Date 11-8-02

FLORIDA STATE HISTORIC PRESERVATION OFFICER:


Dr. Janet Snyder Matthews, Phd.
Director

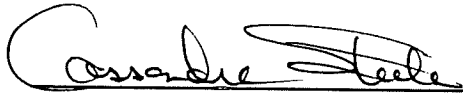
Date: 11/7/2002

CITY OF FORT PIERCE:

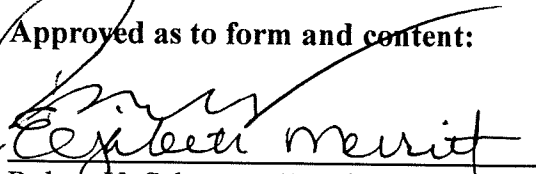

Edward G. Enns, Mayor

Date: 11-13-02


Attest::


Cassandra Steele, City Clerk

Approved as to form and content:


Robert V. Schwerer, Esquire
Assistant City Attorney

Concurring for the National Trust for Historic Preservation:


Betsy Merritt, Esquire
Deputy General Counsel

Date: _____

MEMORANDUM

TO : Cassandra Steele, City Clerk

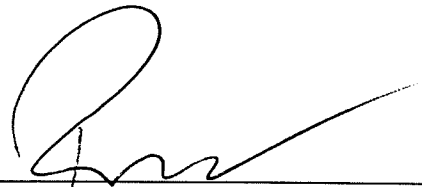
FROM : Robert V. Schwerer, Esquire, Assistant City Attorney

SUBJECT : Executed Memorandum of Agreement for 500 Orange Avenue Post Office
Between the City, U.S.P.S. and the State Historic Preservation Office

DATE : November 21, 2002

Attached for the City's records is an original, fully executed final Memorandum of Agreement for the Historic Downtown Post Office.

Exhibit "C" of this document corresponds to the protective covenants recorded with the deed at the time of purchase. When the original Deed and Covenants from the post office purchase are forwarded to this office by the U.S.P.S. closing agent after recording, our office will forward those to you as well.



Robert V. Schwerer, Esquire
Assistant City Attorney

RVS/eml
Attachment

cc: Dennis W. Beach, City Manager (w/o attachment)
Tim Harrington, Historic Preservation Planner (w/o attachment)

**MEMORANDUM OF AGREEMENT
AMONG
THE UNITED STATES POSTAL SERVICE
THE FLORIDA STATE HISTORIC PRESERVATION OFFICER
AND THE
CITY OF FORT PIERCE, FLORIDA
FOR THE CONVEYANCE OF THE
HISTORIC DOWNTOWN FORT PIERCE POST OFFICE**

WHEREAS, the United States Postal Service (USPS) is conveying in fee simple the Historic Downtown Fort Pierce Post Office ("Property"), located at 500 Orange Avenue, City of Fort Pierce, County of Saint Lucie, State of Florida to the City of Fort Pierce, a municipal corporation ("Buyer"), and

WHEREAS, the Property was built in Spanish Revival style in 1935 and has been listed in the National Register of Historic Places for its significant architecture, art and its place in the downtown life of Fort Pierce, and

WHEREAS, the interior of the Property contains a mural commissioned by the Section of Fine Arts (Section), Public Buildings Administration, Federal Works Agency, entitled "Osceola Holding Court with his Chiefs". The Section mural, painted by Lucille Blanch in 1937 and installed in the Property in 1938, is currently being restored by the U.S.P.S. and will be placed back in the Property; and

WHEREAS, the USPS has determined that conveyance of the Property and subsequent actions taken by the USPS to remove and partially return character-defining historic features of the building (listed in Exhibits "A" and "B") constitutes adverse effects on this historic Property, and has consulted with Florida State Historic Preservation Officer (SHPO) and the City of Fort Pierce pursuant to the regulations 36 CFR Part 800, implementing Section 106 of the National Historic Preservation Act (NHPA, 16 U.S.C. 470f), and

WHEREAS, the Advisory Council on Historic Preservation is not formally participating in the consultation process regarding the transfer of the Historic Downtown Fort Pierce Post Office by the U.S.P.S. pursuant to 36 CFR Part 800.2(b)(1), but has provided assistance in the development of this Memorandum of Agreement in accordance with 36 CFR Part 800.2(b)(2); and

WHEREAS, the City of Fort Pierce has adopted the Secretary of the Interior's Standards for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, and Reconstructing Historic Properties, in Chapter 23, Sections 23-4 and 23-45 of the City Code of Ordinances, as applying to all historic properties designated within the City of Fort Pierce;

500 Orange Avenue

COPY

Return to:

This document prepared by:
Eileen C. Elms
Universal Land Title, Inc.
1555 Palm Beach Lakes Boulevard
Suite 100
West Palm Beach, FL 33401

Property Tax ID # 2410-607-0004-000-6

COPY

SPECIAL WARRANTY DEED

This Special Warranty Deed is made and executed the 7th day of November, 2002, by the UNITED STATES - UNITED STATES POSTAL SERVICE, pursuant to Postal Reorganization Act at 39 USC 401 (5), existing under the laws of the United States of America and having its principal place of business at 8055 E. Tufts Avenue, Ste 400, Denver, CO 80237-2881, ("Grantor"), to the CITY OF FORT PIERCE, a Florida Municipal Corporation, whose Post Office address is City Hall, 100 North U.S. 1, P.O. Box 1480, Fort Pierce, FL 34954-1480, (Grantee"):

(The terms "Grantor" and "Grantee" include all the parties to this instrument and their respective successors and assigns.)

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the Grantee that certain land in ST. LUCIE County, Florida, more particularly described as follows:

Lot 4, Block 2, AN AMENDED PLAT OF BLOCK 2 OF RESUBDIVISION OF RECEIVER'S SUBDIVISION OF BLOCK L, AARON LEE'S MAP OF THE CITY OF FORT PIERCE, according to the Plat recorded in Plat Book 7, Page 22 as recorded in the Public Records of St. Lucie County, Florida; said land situate, lying and being in St. Lucie, Florida.

TOGETHER with all tenements, hereditament and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that it is lawfully seized of the land in fee simple; that it has good right and lawful authority to sell and convey the land; that it hereby fully warrants the title to the land and will defend against claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise, except for taxes and assessments for the year 2002 and subsequent years, and easements, covenants and restrictions of record.

AND Grantee hereby covenants and agrees to the historic restrictions on the use of the above-described property as set forth in the Protective Covenants attached to this deed as Exhibit "A".

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2120280 OR BOOK 1613 PAGE 2457
Recorded: 11/18/02 11:10

COPY

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name, and its corporate seal to be affixed by its proper officers as of the day and year first above written.

Executed in the presence of:

Saddy Mathis
Witness:
GARY MATTOX
Printed Name

UNITED STATES - UNITED STATES
POSTAL SERVICE, pursuant to Postal
Reorganization Act at 39 USC 401(5)

[Signature]
BY: Randy W. Alder
Contracting Officer

Stephen S. Vera
Witness:

STEPHEN S. VERA
Printed Name

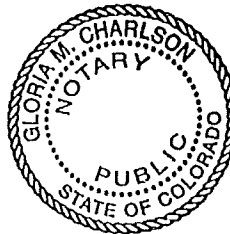
STATE OF COLORADO
CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 7th day of November, 2002 by Randy W. Alder, as a Contracting Officer of the UNITED STATES - UNITED STATES POSTAL SERVICE, pursuant to Postal Reorganization Act at 39 USC 401 (5). He is personally known to me.

Gloria M. Charlson
Notary Public
Printed Name Gloria M. Charlson

(SEAL)

My commission expires: June 28, 2005



OR BOOK 1613 PAGE 2458

COPY

EXHIBIT "A"

PROTECTIVE COVENANTS

In consideration of the conveyance of certain improved real Property hereinafter referred to as the Historic Downtown Fort Pierce Post Office ("Property") located at 500 Orange Avenue in Fort Pierce, St. Lucie County, Florida, which is more fully described as:

Lot 4 of Block 2 of amended Plat of Block 2. Resubdivision of Receivers Subdivision of Block "L" of Lee's Map of the City of Fort Pierce, Florida. Said amended Plat being recorded in Plat Book 7, page 22, St. Lucie County, Florida public records.

Buyer hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Florida State Historic Preservation Office to maintain and preserve the Property as follows:

1. To preserve and maintain the Property in a manner that preserves the character defining historic features of the exterior and interior of the building in substantially the same condition received at the time of sale in order to preserve and enhance the qualities that make the Property eligible for listing on the National Register of Historic Places ("National Register")
2. Buyer has received the Property with certain interior features of the structure in an altered state from that of the date the Property was accepted onto the National Register of Historic Places. Buyer shall not be responsible for the altered state of the interior as received, nor shall Buyer be required to perform any remedial restoration of the interior.
3. That no alteration, remodeling or other work that relate to the characteristics that qualify it for inclusion to the National Register and that would further diminish the historic integrity of the Property shall be undertaken or permitted to be undertaken without prior consultation with, and permission from, the Florida State Historic Preservation Officer ("SHPO"), such permission shall not be unreasonably withheld.
4. The Section of Fine Arts mural "Osceola Holding Court with his Chiefs" is on permanent loan from the USPS to Buyer, as an integral character defining historical feature of this Property. The USPS shall retain all ownership rights. The Buyer shall take any and all reasonable steps to ensure the preservation and protection of the mural. At the end of every two calendar years the Buyer shall inform the USPS of the state of the mural. The USPS has the right to inspect the mural at any time, and should it find that the mural is not being cared for in a manner consistent with applicable Federal guidelines, the USPS has the right to take any and all remedies to force the Buyer to preserve and protect the mural.

COPY

5. That the Florida SHPO or authorized representative thereof shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being observed. Prior to said inspection; the SHPO shall furnish properly written notification to the Buyer of its intent to inspect the Property.

6. That these covenants are binding on the Buyer, its heirs, successors, and assigns in perpetuity. Restrictions and covenants contained herein shall be incorporated into any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any part thereof;

7. That the failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time; and

8. That these covenants shall be a binding servitude upon the real property that includes the Historic Downtown Fort Pierce Post Office ("Property") and shall be deemed to run with the land.

These covenants shall constitute conclusive evidence that the Buyer agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

COPY

DR BOOK 1613 PAGE 2460

Address	Seller's Name	Offer	Escrow	Closing Date	Proof of Funds	Addendum (Outlining improvements, uses proposed & timeframe)	Staff Recommendation	Rank (1 is best to 5 the least)
505 N 7th	Salvation Army	\$100				written letter of intent	Accept preliminary offer, move forward to contract	
500 Orange Ave	RAST Properties Inc	\$111,000	\$1,000	45 days after acceptance	included	Inc luded	Do not accept offer	5
500 Orange Ave	Daniel Bjaroff or Assigns	\$135,000	\$10,000	60 days after acceptance	included	Included	Do not accept offer	4
500 Orange Ave	Kite Tax Lien Capital LLC	\$135,000	\$10,000	45 days after acceptance	included	Not included	Do not accept offer	3
500 Orange Ave	Synkowski or Assigns	\$139,000	\$5,000	60 days after acceptance	included	included	Accept offer	1
500 Orange Ave	Principal Real Estate Dev LLC	\$160,000	\$1,000	45 days after acceptance	included	included	Consideration as Backup offer	2

City Commission Regular Meeting

Agenda Item # 10. m.

Meeting Date: 11/21/2016

Re: Accept offer to sell Mohawk Avenue, Parcel ID 1428-702-1035-000-3

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Accept offer to sell Mohawk Avenue, Parcel ID 1428-702-1035-000-3 for \$3,500 to William R. And Terrie H. Selph.

SUMMARY:

Staff seeks the approval of a contract to purchase the vacant land known as "Parcel1428-702-1035-000-3" on Mohawk Ave. The adjacent property owner is seeking to purchase the land, and Staff concurs that they are the most logical buyer of this parcel.

RECOMMENDATION:

Approval of the contract from William R and Terrie H Selph

ALTERNATIVES:

Provide Staff direction on a counter offer
Reject the offer

RESPONSIBLE STAFF:

Rebecca Grohall, AICP Planning Director

COORDINATED WITH:

Nicholas Mimms, PE City Manager
Tony Barnes, Purchasing Director

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2017

OTHER INFORMATION:

\$3,500

Attachments

Mohawk Ave Offer to Purchase

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	11/16/2016 04:58 PM
Purchasing	Tony Barnes	11/17/2016 09:05 AM
City Manager	Nick Mimms	11/17/2016 09:42 AM
Form Started By: Rebecca Grohall		Started On: 11/16/2016 04:32 PM

Final Approval Date: 11/17/2016



PARADISE

Vacant Land Contract

1. Sale and Purchase: City of Fort Pierce ("Seller") and William R Selph Jr & Terrie H Selph ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as: Address: Mohawk Ave, Fort Pierce, FL, 34946 Legal Description: SAN LUCIE PLAZA S/D-UNIT ONE- BLK 48 LOT 30 (MAP 14/33N) SEC ___/TWP ___/RNG ___ of St Lucie County, Florida. Real Property ID No.: 1428-702-1035-000-3 including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) \$ 3,500.00 All deposits will be made payable to "Escrow Agent" named below and held in escrow by: Escrow Agent's Name: First American Title Insurance Company Escrow Agent's Contact Person: Tammy Shrum Escrow Agent's Address: 2001 9th Ave Suite # 108 Escrow Agent's Phone: (772)794-9855 Escrow Agent's Email: tshrum@firstam.com

(a) Initial deposit (\$0 if left blank) (Check if applicable) [] accompanies offer [x] will be delivered to Escrow Agent within ___ days (3 days if left blank) after Effective Date \$ 350.00 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable) [] within ___ days (10 days if left blank) after Effective Date [] within ___ days (3 days if left blank) after expiration of Feasibility Study Period \$ (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) (d) Other: \$ (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 3,150.00 (f) [] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is [] lot [] acre [] square foot [] other (specify): ___ prorating areas of less than a full unit. The purchase price will be \$ ___ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before On or before 11/21/2016, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. Closing Date: This transaction will close on On or before 12/05/2016 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

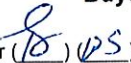
Buyer (Signature) and Seller () () acknowledge receipt of a copy of this page, which is 1 of 7 pages. VAC-10 Rev 8/14

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51 **5. Financing: (Check as applicable)**
52 (a) **Buyer** will pay cash for the Property with no financing contingency.
53 (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
54 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55 Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59 returned.
60 (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61 or _____% of the purchase price at **(Check one)** a fixed rate not exceeding _____% an
62 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
64 informed of the loan application status and progress and authorizes the lender or mortgage broker to
65 disclose all such information to **Seller** and Broker.
66 (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
67 **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
68 follows: _____
69 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
71 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
76 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77 **Seller** will make the loan.
78 (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
79 _____
80 LN# _____ in the approximate amount of \$ _____ currently payable at
81 \$ _____ per month, including principal, interest, taxes and insurance, and having a
82 fixed other (describe) _____
83 interest rate of _____% which will will not escalate upon assumption. Any variance in the
84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85 purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86 the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87 failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
88 **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89 **6. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
90 contract, may assign but not be released from liability under this contract, or may not assign this contract.

91 **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
92 deed special warranty deed other (specify) _____, free of liens, easements,
93 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95 other matters to which title will be subject) _____
96 provided there exists at closing no violation of the foregoing.
97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99 **Seller** will deliver to **Buyer**, at
100 **(Check one)** **Seller's** **Buyer's** expense and
101 **(Check one)** within _____ days after Effective Date at least 7 days before Closing Date,
102 **(Check one)**
103 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107 **Buyer** within 15 days after Effective Date.

Buyer  and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.
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- 108* (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
 109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
 110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
 111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
 112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
 113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
 114 then (1) above will be the title evidence.
- 115* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank)
 116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
 117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
 118* **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
 119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
 120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
 121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
 122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
 123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
 125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
 126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
 127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
 129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 **8. Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
 131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
 132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- 133 (a) **Inspections: (Check (1) or (2))**
- 134* (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
 135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
 136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
 137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
 138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
 139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
 140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
 141 consistency with local, state, and regional growth management plans; availability of permits, government
 142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
 143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
 144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
 145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
 146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
 147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
 148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
 149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
 150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
 151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
 152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
 153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
 154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
 155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
 157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
 158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
 159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
 160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- 161* (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
 162 being satisfied that either public sewerage and water are available to the Property or the Property will be
 163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
 166 contingent on **Buyer** conducting any further investigations.
 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 169 expired or if Paragraph 8(a)(2) is selected.
 170 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
 172 to improving the Property and rebuilding in the event of casualty.
 173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
 180 with the shore line of the Property being purchased.
 181 **Buyer** waives the right to receive a CCCL affidavit or survey.

182 **9. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
 184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds
 185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the
 187 costs indicated below.


188 (a) **Seller Costs:**
 189 Taxes on deed
 190 Recording fees for documents needed to cure title
 191 Title evidence (if applicable under Paragraph 7)
 192 Other: _____

193 (b) **Buyer Costs:**
 194 Taxes and recording fees on notes and mortgages
 195 Recording fees on the deed and financing statements
 196 Loan expenses
 197 Title evidence (if applicable under Paragraph 7)
 198 Lender's title policy at the simultaneous issue rate
 199 Inspections
 200 Survey
 201 Insurance
 202 Other: _____

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but
 210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be
 211 paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
 212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
 213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

Buyer  and Seller (____) (____) acknowledge receipt of a copy of this page, which is 4 of 7 pages.
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220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
222 closing.
223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.

228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
232 **this contract.**

233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.

239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and **Buyer's** deposit(s) will be returned.

248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
253 **delivered to or received by that party.**

254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of **Seller**, **Buyer**, and Broker.

266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.

268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also
271 be liable for the full amount of the brokerage fee.

Buyer (S) (W) and Seller () () acknowledge receipt of a copy of this page, which is 5 of 7 pages.
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272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in
277 equity to enforce Seller's rights under this contract.

278 **16. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
279 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
280 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
281 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
282 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
283 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful
284 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
285 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
286 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

287 **17. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
288 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
289 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
290 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
291 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside
292 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller
293 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and
294 government agencies for verification of the Property condition and facts that materially affect Property
295 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all
296 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
297 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold
298 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
299 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or
300 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
301 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
302 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,
303 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
304 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each
305 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
306 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
307 This Paragraph will survive closing.

308 **18. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
309 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
310 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
311 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
312 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

313 **19. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
314 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
315 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
316 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
317 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

318 (a) _____ Coldwell Banker Paradise/ Hampton Jackson (Seller's Broker)
319 will be compensated by Seller Buyer both parties pursuant to a listing agreement other
320 (specify): _____

321 (b) _____ Coldwell Banker Paradise/ Hampton Jackson (Buyer's Broker)
322 will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
323 compensation other (specify): _____

Buyer (S) (WS) and Seller () () acknowledge receipt of a copy of this page, which is 6 of 7 pages.
VAC-10 Rev 8/14

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324* **20. Additional Terms:** Buyer(s) acknowledge(s) that Broker is representing Buyer(s) in a statutory Transaction
325 Brokerage relationship as set forth in §§ 475.01(1)(i) and 475.27892(b), Florida Statutes. In addition to the
326 commission to be paid by Seller, Buyer(s) agree(s) to pay Coldwell Banker a commission of \$295 at closing. Buyer(s)
327 will have no obligation to pay this fee if closing does not occur.
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____

341 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
342 **signing.**

343* **Buyer:** William R. Selph Jr. Date: 11-10-16

344* **Print name:** William R Selph Jr

345* **Buyer:** Terrie Selph Date: 11-10-16

346* **Print name:** Terrie H Selph

347 **Buyer's address for purpose of notice:**

348* **Address:** 2730 Mohawk Ave, Fort Pierce,FL,34946

349* **Phone:** _____ **Fax:** _____ **Email:** _____

350* **Seller:** _____ **Date:** _____

351* **Print name:** Nicholas Mimms

352* **Seller:** _____ **Date:** _____

353* **Print name:** _____

354 **Seller's address for purpose of notice:**

355* **Address:** 100 US 1 ,Fort Pierce,FL, 34950

356* **Phone:** (772) 467-3000 **Fax:** _____ **Email:** _____

357* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
358 **final offer or counter offer.)**

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Buyer (TS) (WS) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 7 pages.
VAC-10 Rev 8/14

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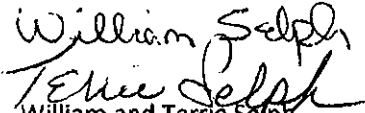
November 10, 2016

To whom it may concern,

My husband and I have been living at our present address of 2730 Mohawk Av in Fort Pierce going on forty years now. We wish to purchase the vacant lot next to our house at this time. When we moved into the house back in 1978 the lot was over grown and full of trash which we cleaned up and have maintained all these years. Our hope is to continue to have this lot for our use and at some point have a Unity of Title done to join the two pieces of land.

Both my husband and I have deep roots to the city with myself being third generation and my husband being second generation and have raised our family here. Now we have grandkids who are all in the area as well. We have a great pride in our community. We only wish to continue to keep it looking beautiful with lots of family time as we have in the past forty years, with picnics, BBQ'S, horseshoe games, Easter egg hunts and family activities.

Thank you for your consideration in this matter,


William and Terrie Selph

City Commission Regular Meeting

Agenda Item # 10. n.

Meeting Date: 11/21/2016

Re: Approve the contract to Purchase 505 N 7th

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Accept the Salvation Army's Letter of Intent to purchase 505 N 7th St in the amount of \$25,000.

SUMMARY:

The Salvation Army has put a proposal together to provide a facility that would directly target the cycle of homelessness to keep homeless out of the jail system by offering an alternative. The Treasure Coast Homeless Services Council supports this proposal, as does the Judge Cynthia Cox, of the Nineteenth Judicial Circuit. An endowment from a private individual has given them the funds to completely renovate the building and develop the program offerings.

RECOMMENDATION:

Accept the offer

ALTERNATIVES:

Provide Staff direction on a counter offer
Reject the offer

RESPONSIBLE STAFF:

Rebecca Grohall, AICP Planning Director

COORDINATED WITH:

Nicholas Mimms, PE City Manager
Tony Barnes, Purchasing Director

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017

OTHER INFORMATION:
\$25,000

Attachments

Letter of Intent

Form Review

Inbox	Reviewed By	Date
City Manager	Rebecca Grohall	11/10/2016 12:53 PM
Purchasing	Tony Barnes	11/17/2016 09:05 AM
City Manager	Nick Mimms	11/17/2016 09:43 AM

Form Started By: Rebecca Grohall
Final Approval Date: 11/17/2016

Started On: 11/10/2016 12:52 PM



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William Booth, *Founder*
André Cox, *General*
Commissioner Donald C. Bell, *Territorial Commander*
Lt. Colonel Ken Luyk, *Divisional Commander*

October 28, 2016

City of Fort Pierce Florida
100 North US Highway 1
Ft. Pierce, FL 34950

C/O Hampton Jackson
Coldwell Banker Paradise
Hoyt C Murphy Realty
411 US Highway 1
Ft. Pierce, FL 34950

Re: Jail Diversion Initiative
Letter of Intent to Purchase/Revised Offer
505 North 7th Street
Ft. Pierce, FL 34954

To whom it may concern:

Representatives from the City of Fort Pierce, Florida and The Florida Division of The Salvation Army have engaged in a series of discussions regarding the need for a jail diversion services option within St. Lucie County and more specifically within the City of Ft. Pierce. These discussions have come to the point where a specific City owned property has been proposed for providing the jail diversion services. It is recognized by the City and The Salvation Army that there needs to be a mutually agreeable location for the program but, until the program for providing the services is fully approved through the process and procedures of the City and The Salvation Army, neither party can be legally obligated to perform services or provide a property.

So that the City and The Salvation Army may proceed with discussions that could lead to a final agreement for providing jail diversion services to St Lucie County and the City of Ft. Pierce, The Salvation Army offers this letter of intent subject to the terms and conditions set out below.

Program Conditions and Approval:

The Salvation Army shall be allowed a period of up to ninety (90) days to receive formal approval of the jail diversion services program within the normal approval process of the Salvation Army. This would include review and approval by the Florida Divisional Finance Board and the Southern Territorial Council.

Negotiation of and execution of a mutually agreeable operational program services agreement between The Salvation Army and all local or state agencies necessary for providing the jail diversion services at the Property.

Property:

Address: 505 North 7th St., Ft. Pierce, FL 34954.
Parcel: 2410-601-0134-000-8
Owner: City of Ft. Pierce
Legal: Fee and May's Re-S/D Block K, Lots 1,2,3,18,19, and 20 (Map 24/10C)
Land Size: 29,800 SF
Finished/Under Air: 7,126 SF

Sketch and St. Lucie County Property Appraiser Sheets attached.

Purchase Conditions:

Purchase Price: \$25,000
Structural Inspection: Inspection to be conducted within 15 days of this letter of intent
Renovation Cost Estimate: A renovation cost of not more than \$250,000.
Environmental: Satisfactory completion of Phase I and Phase II Environmental studies
Satisfactory Completion of Asbestos Survey

The Salvation Army is an Equal Opportunity Employer, including disabled and veterans.

Florida Divisional Headquarters: 5631 Van Dyke Road, Lutz, FL 33558 p: 813.962.6611 f: 813.962.4098

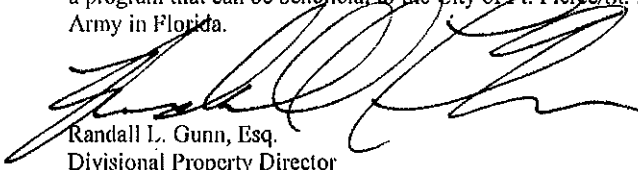
Mailing Address: P.O. Box 270848, Tampa, FL 33688-0848

Appraisal:

An appraisal is required for all purchases by The Salvation Army regardless of price or value. The City of Ft. Pierce has agreed in past conversations to allow The Salvation Army use of the appraisal that they prepared for making the property available for sale.

The City of Ft. Pierce shall not consider and neither party shall consider this letter of intent to be a binding contract requiring the purchase of this or any other property. There shall not be any obligation to purchase or accept the Property described herein until there is a separate legally binding contract to purchase that has been executed by signatories authorized to legally bind and obligate the respective parties.

Thank you for allowing The Salvation Army to express this interest in the Property. We believe this is an opportunity to provide a program that can be beneficial to the City of Ft. Pierce/St. Lucie County and further the social services goals of The Salvation Army in Florida.



Randall L. Gunn, Esq.
Divisional Property Director
The Salvation Army-Florida Division
Florida Bar 0782092
Georgia Bar 005760

October 28, 2016

City of Fort Pierce Florida
100 North US Highway 1
Ft. Pierce, FL 34950

C/O Hampton Jackson
Coldwell Banker Paradise
Hoyt C Murphy Realty
411 US Highway 1
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Randall L. Gunn, Esq.
Divisional Property Director
The Salvation Army-Florida Division
Florida Bar 0782092
Georgia Bar 005760



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**The Saint Lucie County Salvation Army Jail Aversion/Diversion Homeless Shelter
And The Treasure Coast Homeless Services Council
Serving the Cities of Fort Pierce, Port Saint Lucie and Saint Lucie County
Program Description**

Prepared by
Dr. Donald L. Dixon, PhD. MSW
Divisional Social Services Director
Florida Divisional Headquarters
&
Clyde A. Preston, Salvation Army, Florida Division
Regional Resource Development Director
On Behalf of
Captains Angel and Maria Hernandez, Corps Officers
Saint Lucie County Salvation Army

TITLE PAGE FOR DOCUMENTS INCLUDED

TO:

**The City of Fort Pierce
100 North U. S. Highway 1
Fort Pierce, FL 34950**

A Request To Purchase:

Surplus Property 505 North 7th Street
Fort Pierce, FL 34950

PROGRAM DESCRIPTION

COMMUNITY COLLABORATION FLOW CHART

CONTACT REPORT: SAINT LUCIE COUNTY PUBLIC SAFETY COORDINATING COUNCIL

LETTERS OF SUPPORT



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**The Saint Lucie County Salvation Army Jail Aversion/Diversion Homeless Shelter
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Regional Resource Development Director

On Behalf of

Captains Angel and Maria Hernandez, Corps Officers
Saint Lucie County Salvation Army

Program Description

Program Name: Saint Lucie County Jail Aversion/Diversion Program

Program Overview:

The program is the product of collaboration among many agencies and stakeholders to provide services and supports to homeless men who cycle from jail under misdemeanor charges of vagrancy, loitering and other minor crimes back to the streets. This cyclical process is expensive to law enforcement and, by proxy, citizens of Saint Lucie County. Once incarcerated, the jail is responsible for providing for the homeless person's basic needs in addition to his mental health, physical health and substance abuse needs, should they exist.

The Jail Diversion Program is designed to break the cycle of homelessness, incarceration and homelessness by first housing and then conducting comprehensive assessments of individual needs, followed by comprehensive case management and service intervention resulting in access to (stable) permanent housing. Services will be individualized and may include mental health and/or substance abuse treatment, and job training and/or placement.

Some of the partner agencies that have already indicated a willingness to participate are the existing Misdemeanor Court, Catholic Charities, New Horizons, the substance and mental health treatment agency, Veterans Affairs, and Sarah's Kitchen, an indigent feeding program, and The Salvation Army (TSA).

Individuals' spiritual needs will be determined during the comprehensive assessment process and provided accordingly. Pastoral care will be coordinated by, and when requested, provided by TSA.

Origin:

A request by the St. Lucie County Sheriff Department, The City of Fort Pierce Police Department, City and County government representatives and The Treasure Coast Homeless Services Council Shelter Taskforce was made to The Salvation Army to study the feasibility of developing the program.

Projected Start Date:

May 2017

Conceptual Model:

This program approach, in which homeless persons are screened as appropriate for placement by law enforcement and diverted from jail to the shelter, is grounded in best practices that promote wrapping formal and informal supports and intervention services around the client to ensure they get the rehabilitative services they need, including stable (permanent) housing. When possible, family, neighbors, friends and the faith community will be used as part of the wraparound supports.

Mission and Vision

This program will be designed and implemented so that it is consistent with the mission of The Salvation Army, which is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.

Vision – To provide recipients (clients) the opportunity for “A Chance To Change” through the community Continuum of Care collaborative model to “Connect people and resources together for positive life change.”

Theory of Change:

The program’s theory of change is predicated on the belief that service providers pulling together to meet the client where he is, providing stable housing and then wrapping support services around him will allow him to stabilize the conditions contributing to his chronic homelessness so that he may engage in activities that will enable him to become a productive citizen.

By providing a twenty-bed shelter service to homeless persons taken into custody by local law enforcement officers in a safe, supportive environment the Saint Lucie County Jail Diversion program will achieve the following:

- Reduce the re-incarceration rate of homeless persons brought to the shelter by 80% in 12 months.
- Provide appropriate assessment and treatment services within three days of entry.

Program Goals:

- To reduce the number of homeless persons who are jailed per year for being homeless.
- To provide support services to ensure long-term housing stability for homeless veterans and non-veterans.
- To reduce the annual costs associated with jailing the homeless population in St. Lucie County.
- To turn each bed over an average of every three (3) days up to 30 days for special needs situations.

Program outcome:

- Eighty percent (80%) of clients entering the program will achieve stable housing within one year of exiting the shelter.

Operation:

Hours – The Saint Lucie County Jail Diversion/Aversion program will operate 24 hours, seven day a week, year round. The facility will be capable of receiving clients at any time during the day and night.

Clients – The program will depend on Law Enforcement to screen clients for the following to determine eligibility for admission:

- Legal status, meaning the program will only accept clients who would otherwise be charged with a misdemeanor
- Weapons (will have to be secured prior to delivery to program site)
- Drugs (will have to be secured prior to delivery to program site)
- Sex offender status

Voluntariness – The Saint Lucie County Jail Diversion/Aversion program is a voluntary program requiring client consent to be a part of said program. Therefore, all clients will be required to express, verbally and in writing, a willingness to enter said program and abide by its behavioral expectations. Failure to do so shall result in the client being returned to the custody of the law enforcement that delivered him to the facility.

Services Screening – Each individual will be screened within 24 hours of admission to determine service needs. If the client arrives at the facility on Friday after 5 p.m., Saturday or Sunday, the screening will occur on the next regular business day. For the purposes of this process, regular business days are defined as Monday through Friday from 9 a.m. to 5 p.m.

Individualized Service Planning – Within 48 hours of admission each client, with the assistance of case management staff, access to medical and career development assessments, will have developed a comprehensive case plan whose goal is to secure permanent (stable) housing in the shortest period possible. To that end, the program has secured the cooperation of community provider partners who will assist with achieving the goals of the case plan.

Funding Analysis:

- The program will be funded such that it can withstand at least one unanticipated event per year.
- All but the initial private gift of \$250,000 will be recurring funding and will not be time limited. If at any time the principle funders decide to discontinue funding the program will close.
- There is a funding sustainability plan, which is rooted in diversified funding sources.

Program Budget:

Position	Qualifications	Total Salary and benefits	% of time for this program	Salary for this program
Program Manager (1)	BA/BS	\$66,255	100	\$66,255
Monitors (6)	High School Diploma	\$178,464	100	\$178,464
Security	Contract	\$39,312	100	\$39,312
Custodian (1)	High School Diploma	\$28,735	100	\$28,735
Case Manager specialist (2)	BA/BS	\$102,752	100	\$102,752
Eligibility Specialist (1)	BA/BS	\$47,590	100	\$47,590
Total Position Cost				\$463,108
Indirect Cost @ 12%				\$55,573
Total Program Cost				\$518,681

**Cost to House Homeless Persons in Jail vs. Shelter
St. Lucie County, Florida
Using 2015 Data**

St. Lucie County Population = 287,749¹

Average Daily Population in Jail = 1,328 (4.6% of total population). Occupancy Rate = 90.7%¹

Total Homeless in County = 1016²

Average Daily Homeless Population in Jail = 1016 X .046 X .907 (Occupancy Rate) = 42.4 homeless Inmates/Day

*Average Cost/Day for Homeless = \$85.00 X 42.4 = \$3604

Average Cost/month for Homeless = \$3604 X 30 = \$108,120

Average Cost/Year for Homeless = \$108,120 X 12 = \$1,297,440

**Annual Recurring Shelter Cost @ \$65/day = \$474,500 + Indirect Costs @ 12% = \$531,440.
In addition, there is a one-time cost of a transport vehicle of approximately \$35,000.**

Potential Annual Cost Offset to Sheriff's Office = \$766,000

Source:

¹The Florida Department of Corrections and the Florida Legislature's Office of Economic and Demographic Research (EDR) 2014 Annual Jail Capacity Survey at <http://edr.state.fl.us>.

² Treasure Coast Homeless Services Council, Inc. 2016 Point-in-Time (PIT) Count at <http://www.tchelpspot.org/wordpress/wp-content/uploads/2015/08/2016-Three-County-PIT-Sheets-2.pdf>.

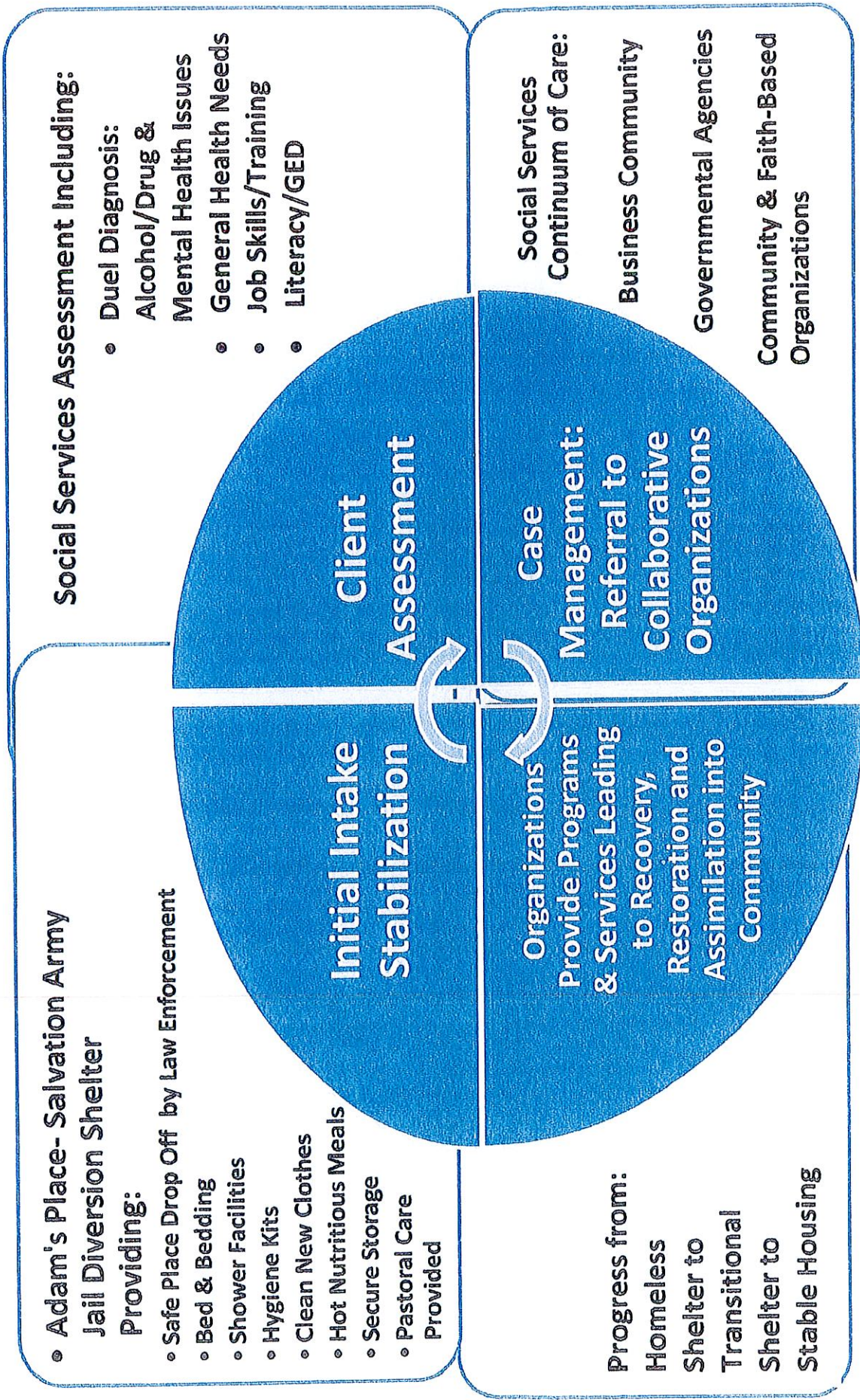
***Note:** There are some estimates that average bed cost/day approximates \$110/day, but the more conservative daily cost was used for this annual estimate.

Measurement:

Client individual goals will be documented in their case files and measured against expectations articulated in those plan goals.

Program outcome achievement will be measured by retrieving data from the local HMIS system related to successful transition from homelessness to stability and providing it to the TSA Advisory Board and the Treasure Coast Homeless Task Force quarterly.

Salvation Army Saint Lucie County Jail Aversion/Diversion Shelter: "Adam's Place" Community Collaboration Model



◦ Adam's Place- Salvation Army Jail Diversion Shelter

Providing:

- Safe Place Drop Off by Law Enforcement
- Bed & Bedding
- Shower Facilities
- Hygiene Kits
- Clean New Clothes
- Hot Nutritious Meals
- Secure Storage
- Pastoral Care Provided

Social Services Assessment Including:

- Dual Diagnosis: Alcohol/Drug & Mental Health Issues
- General Health Needs
- Job Skills/Training
- Literacy/GED

Initial Intake Stabilization

Client Assessment

Case Management: Referral to Collaborative Organizations

Organizations Provide Programs & Services Leading to Recovery, Restoration and Assimilation into Community

Social Services Continuum of Care:

Business Community

Governmental Agencies

Community & Faith-Based Organizations

Progress from:

Homeless Shelter to Transitional Shelter to Stable Housing



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**The Saint Lucie County Salvation Army Jail Aversion/Diversion Homeless Shelter
And The Treasure Coast Homeless Services Council
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Community Collaboration Model**

Prepared by

Clyde A. Preston, The Salvation Army
Regional Resource Development Director

On Behalf of

Captains Angel & Maria Hernandez, Corps Officers
St. Lucie County Salvation Army

**CONTACT REPORT FOLLOW UP
AS SUGGESTED BY THE
SAINT LUCIE COUNTY PUBLIC SAFETY COORDINATING COUNCIL**

Following up the suggestion of members of the Saint Lucie County Public Safety Coordinating Council at the April 28, 2016 meeting, "That I set up meetings with the different agencies around the table for further collaboration and direction"; Dr. Donald Dixon and I experienced much interest, support, suggestions and encouragement from the following individuals with whom we visited: (I would note with much appreciation, the great assistance Mark Godwin gave us in arranging and setting up appointments and visits!) Also being planned is a trip to Fort Meyers to do a site visit their successful Jail Diversion program.

Initial meetings that began the process of exploring the development of a Jail Aversion/Diversion Homeless Shelter for Saint Lucie County and the Cities of Fort Pierce and Port Saint Lucie was requested by Law Enforcement representatives at the **Treasure Coast Homeless Service Council** meeting over a year ago. Louise Hubbard, Executive Vice President, appointed Bob Carey, then President of Sarah's Kitchen to establish a Special Task Force Committee to explore same.

My sincere thanks and appreciation is extended to the following:

- Louise Hubbard, Executive Vice President, and members of The Treasure Coast Homeless Services Council.
- Bob Carey, Chairman, and members of the Special Task Force Committee of The Treasure Coast Homeless Services Council; Also, President of Sarah's Kitchen of The Treasure Coast.



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- Captains Angel & Maria Hernandez, Corps Officers (and previous Corps Officers) of the Saint Lucie County Salvation Army.
 - Fort Pierce Salvation Army Advisory Board
 - Dr. Donald Dixon, Director of Salvation Army Social Services
 - Attorney Randall Gunn, Director of Property for The Salvation Army
 - Divisional and Territorial Directors of the Salvation Army.
- William and Estelle Tourney, Major Gift Donors who pledged the initial “seed gift” of \$250,000.00 for the proposed project and serving as volunteer facilitators for the project.
- Fort Pierce Contacts:
 - Mayor Linda Hudson of the City of Fort Pierce who suggested the facility being considered for the Shelter.
 - Mr. Nick Mimms, City Manager, Fort Pierce.
 - Jennifer D. Robinson, Exc. Assistant to City Manager-Fort Pierce
 - Frank Amandro, Deputy Chief, Fort Pierce
 - John Schramm, Sergeant , Fort Pierce
 - Clarissa Davis, City Planner, Fort Pierce
- Shelia Gomez, Executive Director, Catholic Charities
 - Carl Multi, Community Volunteer
- CRA Advisory Committee, Fort Pierce
 - Charlie Frank Matthews
 - Michael J. Brown, Jr.
 - John R. Hopkins
 - Robin Delgado
 - Faye Owens McCarthy
 - Hoyt C. Murphy, Jr.
 - Jacklyn Gibbons
 - Erica Ganzi
 - Ashly King
- John Romano, President – New Horizons of the Treasure Coast
 - Andrea Gates-Gonzalez, LCSW, Division Director of Inpatient Services, New Horizons
 - Deborah Dreher, RN, DNP, Chief Clinical Officer, New Horizons



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Saint Lucie County Contacts:

- Mark J. Godwin, Criminal Justice Coordinator, St. Lucie County-Attorney's Office
- Chief Judge Elizabeth Metzger, 19th Circuit
- Judge Cynthia Cox, 19th Circuit Court
- Public Defender Diamond Litty, 19th Judicial Circuit
- Sheriff Ken Mascara
 - Major Pat Tighe
 - Chief Garry Wilson
 - Captain David Lawhorn
 - Trevor Morganti
- Beth Ryder, Director, St. Lucie County Community Services
- Ivelisse Chico-Randazzo, Program Manager, PreTrial Program
- Luis Diaz, Program Supervisor, PreTrial Program
- Nicole Fogarty, Legislative Affairs Manager, Administration
- Howard N. Tipton, County Administrator
- Leslie Olson, AICP – Planning & Development Services Director

- St. Lucie County Commissioners:
 - Kim Johnson, Chairman – District 5
 - Charles Dzadoovsky- Vice Chairman- District 1
 - Paula A. Lewis – District 3
 - Fannie Hutchinson – District 4

**ATTACHMENT A
PROPERTY NARRATIVE**



PROPOSAL RESPONSE FORM

505 North 7th Street
Property Address

The Salvation Army, A Georgia Corporation-Saint Lucie County Salvation Army
Print or Type Name of Buyer(s)

3629 S US Highway 1 Fort Pierce, FL 34982
Address (Street / City, State and Zip Code)

772-464-4846
Area Code and Telephone Number

REFERENCES AND LETTERS OF SUPPORT:

- 1- A List of **The Saint Lucie County Salvation Army Advisory Board** which has representation from community leaders, businessmen & women, City and County Representatives.
- 2- A List of **The Treasure Coast Homeless Council** which includes representation from many of the major non-profit organizations and community representatives, leadership and City and County government agencies including Sheriff and Police Departments and County Justice Department.
- 3- Letters of support are also included: of special note is the full support of Judge Cynthia L. Cox of the Nineteenth Judicial Circuit of Florida which oversees Criminal Justice and the Mental Health Court which will be an integral part of our Jail Diversion Shelter program and services.

St. Lucie County Salvation Army
ADVISORY BOARD/STAFF

	A	B	C	D	E	F	G	H	I	J
1	Last	First	Title	Affiliation/Business	Address	City	Zip	W-Phone	Cell	E-Mail
2					STAFF					
3	Stefanik	Bruce	Maj/Corps Officer	St. Lucie Salvation Army	3629 S US Highway 1	FP	34948	772-464-4846	772-801-8677	bruce.stefanik@uss.salvationarmy.org
4	Stefanik	Vicki	Maj/Corps Officer	St. Lucie Salvation Army	3629 S US Highway 1	FP	34948	772-464-4846	772-801-8665	vicki.stefanik@uss.salvationarmy.org
5	Atkins	Tom	Family Store Mgr	St. Lucie Salvation Army	3629 S US Highway 1	FP	34948	772-464-4846		tom.atkins@uss.salvationarmy.org
6	Atkins	Tabitha	Bookkeeper/Sec	St. Lucie Salvation Army	3629 S US Highway 1	FP	34948	772-464-4846		tabitha.atkins@uss.salvationarmy.org
7	Tzimenatos	Carol	Social Services Dir	St. Lucie Salvation Army	3629 S US Highway 1	FP	34948	772-464-4846		carol.tzimenatos@uss.salvationarmy.org
8					ADVISORY BOARD					
9	Bowen	Ron	City Councilman	PSL (Insurance-bus)	2510 SE Hamden Rd.	PSL	34952	772-807-4435	772-418-3333	rebowen@gate.net
10	Burk	Jim	District Officer	American Legion	610 SW Colle Park Rd	PSL	34953	772-873-5450		pslrider@yahoo.com
11	Carey	Bob	Chair & President	T C Shelter Task Force & Sarah's Kitchen	1280 SW Cedar Cove	PSL	34986		772-919-5417	rrcarey12@comcast.net
12	Gates	Carrie	Manager	Publix-Okeechobee	228 Osceola Ave	FP	34982	772-464-2327		Carrie570@aol.com
13	Hensley	Carl	Chair of Adv. Bd. Assoc. Prof of Math	Indian River State College	117 NE Surfside Ave.	PSL	34983	772-878-8954		carlkathryn@bellsouth.net
14	Key	James	Manager	Publix Tradition	3017 SE Overbrook Dr.	PSL	34952		772-345-9904	James Key publixmanager@bellsouth.net
15	Lewis	Paula	Commission Chair & Vice Chair Adv. Bd	St. Lucie County & Salvationa Army	502 SE Starflower Ave.	PSL	34983		772-979-0752	lewisp@stlucieco.org
16	Messer	Steven	Attorney	Messer & Messer	6389 Alaska St.	FP	34982	772-879-3000	772-204-0904	messermessierlaw@aol.com
17	Moses	Bob			3209 Virginia Ave	FP	34981	561-468-4703		strategioplans1@gmail.com
18	Murphy, Jr	Hoyt/Pat	Realtor & City of FP CRA Board	Coldwell Banker Real Estate	411 N US Highway 1	FP	34950	772-460-2051	772-971-7424	hoytjr@hoytcmurphy.com
19	Skidmore	Debbie	Asst. VP	Seacoast Nat. Bank	9698 S US Highway 1	PSL	34952	772-337-6105		debbie.skidmore@seacoastnational.com
20	Taylor	Chris	Dr.	Retired School Board	1650 Timberlake Dr.	FP	34947	772-466-4800	772-905-7521	christaylor@bellsouth.net
21					DIVISIONAL STAFF					
22	Preston	Clyde	Regional Resource Development Dir	Salvation Army	8362 Pines Blvd Ste 462 Pines	FP	33024	954-347-4303	954-347-4303	clyde.preston@uss.salvationarmy.org
23	St. Claire	Dawn	Planned Giving Dir	Salvation Army	5631 Van Dyke Rd	Lutz, FL	33558		321-205-3436	dawn.stclair@uss.salvationarmy.org



TREASURE COAST HOMELESS SERVICES COUNCIL, INC.
2525 St. Lucie Avenue
Vero Beach, FL 32960

irhscjh@aol.com

www.tchelpspot.org

772-567-7790

To Whom It May Concern:

10/15/2015

As the Executive Director of the Treasure Coast Homeless Services Council, Inc., I am writing to ask that you seriously consider assisting in any way you can to support the development of the Ft. Pierce Jail Diversion homeless shelter which has been proposed for the City of Fort Pierce.

This project can be a very important first step in addressing the problems with homeless persons which have been brought to our attention by both by law enforcement officers, as well and the downtown business community.

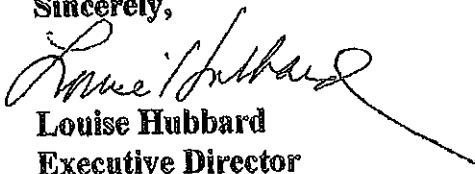
The proposed Jail Diversion Shelter will meet the basic needs of shelter and safety for homeless persons who are on the street and will also provide a substantial cost saving to the community by diverting these persons from occupying costly jail beds.

The Treasure Coast Homeless Services Council Inc. is well aware that there are many non-violent offenders in our community who need to be directed to "first step" emergency services in hopes that they can be assisted with moving out of homelessness to productivity in the community.

We are confident that the Salvation Army will manage this proposed new program in a cost effective and responsible manner.

Please feel free to call upon us to help support this project for Ft. Pierce.

Sincerely,


Louise Hubbard
Executive Director

Treasure Coast Shelter Taskforce

1/1/2016

Adams, Cris

Company: United way-Vice President of Community Impact
Work Email: cris.adams@unitedwayslc.org

Amandro, Frank

Job Title: Deputy Chief
Company: Ft Pierce Police
Work Email: amandro@fppd.org

Arroyo, Anthony

Company: ShelterCareVero
Work Email: shelterpluscare@bellsouth.net

Atkins, Tabitha

Job Title: Secretary
Company: Salvation Army, Saint Lucie county
Work Email: Tabitha_Atkins@uss.salvationarmy.org

Bolduc, John

Job Title: Chief
Company: St Lucie Police
Work Email: john.bolduc@cityofpsl.com

Bowen, Ron

Job Title: City Council
Company: Port St Lucie
Work Mobile: 772-418-3333
Work Email: district4@cityofpsl.com

Burk, Jim

Job Title: District officer
Company: American Legion
Work Email: pslrider@yahoo.com

Carey, Bob

Job Title: Community Organizer, Sarah's Kitchen, Salvation Army Advisory Board
Company: Treasure Coast Homeless Services Council Shelter Taskforce
Work Email: rrcarey12@comcast.net

Christensen, Robert

Job Title: Support Specialist
Company: Veterans Administration
Work Email: robert.christensen5@va.gov

Davis, Clarissa

Job Title: City Planner
Company: Ft Pierce
Work Email: cdavis@city-ftpierce.com

Dixon, Donald, Ph.D. MSW

Job Title: Divisional Social Services Director
Company: Salvation Army, Florida Divisional Headquarters
Work Email: donald.dixon@uss.salvationarmy.org

Godwin, Mark

Job Title: Criminal Justice Coordinator
Company: St. Lucie County- Attorney's Office
Work Email: godwinm@stlucieco.org

Gomez, Shelia

Job Title: Executive director
Company: Catholic Charities
Work Email: sgomez@diocesepb.org

Hubbard, Louise

Job Title: Executive Director
Company: Treasure Coast Homeless Council
Work Email: irhsclh@aol.com

Hudson, Linda

Job Title: Mayor
Company: Ft Pierce
Work Email: lhudson@city-ftpierce.com

Hernandez, Angel

Job Title: Captain, Corps Officer
Company: Salvation Army, Saint Lucie County
Work Email: angel.hernandez@uss.salvationarmy.org

Jenkins, Jerald

Job Title: Program Director
Company: Treasure Coast Homeless Council
Work Email: tchscinc.office@bellsouth.net

Key, James

Job Title: Manager
Company: Publix
Work Email: publixmanager@bellsouth.net

King, Gaye

Work Email: gayeking@live.com

Knapp, Karen

Job Title: Executive Director
Company: United Way
Work Email: karen.knapp@unitedwayslc.org

Lewis, Paula

Job Title: Commission Chair
Company: St Lucie County
Work Email: lewisp@stlucieco.org

Malinowski, Stacy

Job Title: Executive Director
Company: Mustard Seed Ministries
Home Email: stacy_mustardinc@bellsouth.net

McPeak, Sharon

Job Title: Director
Company: Treasure Coast Homeless Services
Work Email: ssvf@tchelpspot.org

Murphy, Hoyt (Pat)

Job Title: Realtor
Company: Murphy Realty-Remax
Work Email: hoytjr@hoytcmurphy.com

Muti, Carl

Job Title: Representative
Company: Catholic Charities
Work Email: carlmuti@gmail.com

Myers, Stefanie

Job Title: Executive Director- New Non Profit
Company:
Work Email: smyers@bellsouth.net
Cell Phone: 772-215-2114

Ouellette, Kim

Job Title: Coordinator
Company: Volunteers in Medicine
Work Email: kouellette@vimclinic.net

Poole, Cynthia

Job Title: Social Worker
Company: St Lucie schools
Work Email: Cynthia.Poole@stlucieschools.org

Posey, Anne

Job Title: Director
Company: New Horizons rehab
Work Email: aposey@nhtcinc.org

Preston, Clyde

Job Title: Regional Resource Development Director
Company: Salvation Army, Florida Division
Work Phone: 954-347-4303 / Email: clyde.preston@uss.salvationarmy.org

Price, Julianne

Job Title: Director
Company: Health and Human Services
Work Email: julianne.price@flhealth.gov

Skalet, jerry

Job Title: Site Coordinator
Company: Sarah's Kitchen of the Treasure Coast
Work Email: jcskalet@hotmail.com

Sposato, Brenda

Job Title: Independent reporter
Company: TCPalm
Work Email: brendasposato@gmail.com

Tukes, Otis

Work Email: kingdomchristianbooks@aol.com

Turney, William and Estelle

Work Mobile: 443-889-2763
Work Email: teamw1942@aol.com

Benefiel, Carol

Job Title: Social Services Director
Company: Salvation Army, Saint Lucie County
Work Email: Carol.benefiel@uss.salvationarmy.org

**William and Estelle Turney
12020 Oakwater Ct.
Port Saint Lucie, FL 34987
Home: 772-345-9080; Cell: 443-8898-2763
Email: team1942@aol.com**

June 8, 2015

Major Bruce Stefanik, Corps Officer
Clyde A. Preston, Regional Resource Development Director
The St. Lucie County Salvation Army
3629 S US Highway 1
Fort Pierce, FL 34982

Dear Major Bruce and Clyde,

My wife and I thank you for inviting us to meet during which we discussed our interest and desire to help The St. Lucie County Salvation Army to expand its' outreach to include a shelter for homeless people, especially Veterans. When we learned about the possibility and opportunities being requested of The Salvation Army by The Treasure Coast Homeless Services Council through a Shelter Taskforce to explore that very possibility, our emotions were moved, our hearts stirred and our thoughts were confirmed that we were at the right place at the right time!

Since that meeting, my wife, Estelle, and I continued to pray and seek God's confirmation about our participation in the opportunity. We also have attended meetings of the St. Lucie County Homeless Services Council Shelter Task Force which has refined the direction for the immediate "first step" need to be a shelter designated as an alternative or jail diversion solution for the Police Departments to be able to bring homeless recipients who otherwise would be arrested for loitering. Seeing firsthand the level of true compassion, concern and dedication the Council participants has for finding a solution for the homeless as well as making a positive economic impact for citizens, business owners and merchants who have had issues with negative interactions between the homeless, tourists, and local residents, Estelle and I decided we wanted to make a seed gift to help initiate this great opportunity.

It is with great honor and humility that we are willing to make an outright seed gift of \$200,000.00 to The St. Lucie Salvation Army to provide the means to offer a lease option or purchase the property identified by the Treasure Coast Homeless Services Council Shelter Taskforce. The \$200,000.00 gift has the potential to acquire the building if granted by the City of Fort Pierce as well as being sufficient to provide the necessary upgrades or repairs to bring the building into code compliance. We also request that we be given the privilege of a "Naming Opportunity" on behalf of our son. The name of the facility is to be Adam's Place.

It will also be our honor to continue to serve on the Shelter Taskforce and support the St. Lucie Salvation Army in this community project.

Sincerely,

William and Estelle Turney

William A. Turney

Estelle Turney



Nineteenth Judicial Circuit of Florida

CYNTHIA L. COX
CIRCUIT JUDGE

COUNTIES OF MARTIN, ST. LUCIE,
INDIAN RIVER AND OKEECHOBEE
2000 - 16th Avenue, Suite 383
Vero Beach, FL 32960
coxcl@circuit19.org

Havely Combe
JUDICIAL ASSISTANT
(772) 770-5231
FAX (772) 770-5335
Whiteh@circuit19.org

August 17, 2015

Major Bruce Stefanik
Salvation Army Corps Officer
Post Office Box 3349
Fort Pierce, FL 34948

RE: Jail Diversion/Emergency Shelter

Dear Major Stefanik:

Please accept this letter of support for your efforts to bring an emergency shelter to Fort Pierce. As a Circuit Judge involved with Mental Health and Drug Courts for over 15 years, I know firsthand the importance of safe housing for vulnerable clients/defendants. This shelter will complement our problem solving court clients who lack immediate housing. As you must be aware, leaving mentally ill clients incarcerated for long periods causes them to decompensate quickly.

I am especially pleased to know that the shelter will be located within the City of Fort Pierce which will allow clients easy access to transportation, mental health treatment and court services. This type of shelter and services will not only address the dire need of homelessness, but enhance the partnerships within the criminal justice system to create a more effective continuum of care for all people in our community who struggle with mental health and substance abuse issues. It has the potential to reduce encounters with the criminal justice system, but also help save lives and avoid unnecessary suffering.

Thank you for bringing your efforts to my attention and please let me know what I can do to help make this jail diversion shelter as impactful for our community as possible.

Sincerely yours,

CYNTHIA L. COX

CLC:mt



Sheriff

KEN J. MASCARA

Telephone: (772) 462-3200 • Fax: (772) 489-5851
4700 West Midway Road • Fort Pierce, Florida 34981



August 18, 2015

Major Bruce Stefanik
Salvation Army Corps Officer
3629 S. US Highway
P.O. Box 3349
Fort Pierce, FL 34948

*sent via U.S. Mail and email to
bruce_stefanik@uss.salvationarmy.org*

RE: Jail Diversion Homeless Shelter

Dear Major Stefanik:

I write to express my strong support for the proposed emergency homeless shelter in the City of Fort Pierce. As the Chief Correctional Officer for St. Lucie County, I have witnessed the revolving door of recidivism at the jail that stems from long-term drug and alcohol abuse, mental health issues and homelessness. Though we have incorporated numerous programs within the jail to attempt to address these issues, including a robust re-entry program in conjunction with numerous community partners, these challenges nevertheless persist. When unmet, the basic needs of shelter, food and clothing trump the ability to seek help for the mental health and substance abuse problems so many non-violent offenders in our community face.

A "first step" emergency shelter that can help funnel individuals into a continuum of care and stability is one of the missing components in our system. With the Salvation Army's reputation for compassionate and cost-effective care, I know that our community will benefit from the presence of this long awaited additional resource. I am proud to support this shelter and happy to assist in its establishment. Please let me know how I can be of assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken J. Mascara".

Ken J. Mascara
Sheriff

ds



OFFICE OF

Diamond R. Litty

Public Defender

NINETEENTH JUDICIAL CIRCUIT

216 SOUTH SECOND STREET
FORT PIERCE, FLORIDA 34950

TELEPHONE (772) 462-2048
FAX (772) 462-2047

August 18, 2015

Major Bruce Stefanik
Salvation Army Corps Officer
Post Office Box 3349
Fort Pierce, FL 34948

RE: Jail Diversion/Emergency Shelter

Dear Major Stefanik:

Please accept this letter of support for your efforts to bring a Jail Diversion Shelter to Fort Pierce. The Public Defender's Office is involved with numerous diversion and specialty programs to assist defendants, including Mental Health and Drug Courts. As such, I know the importance of safe housing for vulnerable clients/defendants. This shelter will complement our problem solving court clients who lack immediate housing. As you must be aware, leaving mentally ill clients incarcerated for long periods causes them to decompensate quickly.

I am keenly aware of the homelessness population within the City of Ft. Pierce and with the lack of housing/shelter and supportive services for homeless individuals that could put them on the right path. I'm especially pleased to know that the shelter will be located within the City which will allow clients easy access to transportation, mental health treatment and court services. This type of shelter and services will not only address the dire need of homelessness, but will enhance services to indigent clients of the criminal justice system that work to reduce recidivism, increase public safety, and truly save lives.

A homeless shelter has been such a great need in St. Lucie County, I fully support this most needed and worth project.

Sincerely,

A handwritten signature in black ink that reads "Diamond R. Litty".

Diamond R. Litty
Public Defender

DRL/sh

Sheriff
KEN J. MASCARA

4700 West Midway Road, Fort Pierce, Florida 34981



Member National Sheriffs' Association
Member Florida Sheriffs' Association

Telephone: (772) 461-7300 • Fax: (772) 469-5851

August 18, 2015

Major Bruce Stefanik
Salvation Army Corps Officer
Post Office Box 3349
Fort Pierce, Florida 34948

Dear Major Stefanik:

I would like to take this opportunity to express my support for The Salvation Army's Jail Diversion Shelter Program. As the Assistant Director of the St. Lucie County Sheriff's Office Department of Detention, I feel that a jail diversion program would greatly benefit the community. As the population of those suffering from mental health and/or substance abuse disorders has increased in the community, so has the demand for services placed on the Department of Detention. This population often becomes incarcerated by default; as there are no other options for placement.

The Department of Detention works closely with various 19th Judicial Circuit Court Programs (veterans, mental health, and substance abuse), the Public Defender's Reentry Program, educational, spiritual, and substance abuse programs, as well as local patient care navigators to provide assistance with medical, mental health, food, housing, and other critical needs upon release from our facility.

The establishment of a jail diversion program would offer local law enforcement an alternative means of providing much needed assistance to certain individuals without the need for incarceration. The Department of Detention remains steadfast in our commitment to the safety and well-being of the citizens of St. Lucie County.

Respectfully,

A handwritten signature in black ink, appearing to read "Capt. W. Lawhorn".

Captain William Lawhorn
Department of Detention

SW



Sheriff

KEN J. MASCARA

4700 West Midway Road, Fort Pierce, Florida 34981



Member National Sheriffs' Association
Member Florida Sheriffs' Association

Telephone: (772) 461-7300 • Fax: (772) 489-5851

August 18, 2015

Major Bruce Stefanik
Salvation Army Corps Officer
Post Office Box 3349
Fort Pierce, Florida 34948

Dear Major Stefanik:

I would like to take this opportunity to express my support for The Salvation Army's Jail Diversion Shelter Program. As the Director of the St. Lucie County Sheriff's Office Department of Detention, I feel that a jail diversion program would greatly benefit the community. As the population of those suffering from mental health and/or substance abuse disorders has increased in the community, so has the demand for services placed on the Department of Detention. This population often becomes incarcerated by default; as there are no other options for placement.

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The establishment of a jail diversion program would offer local law enforcement an alternative means of providing much needed assistance to certain individuals without the need for incarceration. The Department of Detention remains steadfast in our commitment to the safety and well-being of the citizens of St. Lucie County.

Respectfully,

A handwritten signature in cursive script that reads "Major F. Patrick Tighe".


Major F. Patrick Tighe
Department of Detention

sw



Bob

Shop/Upgrade My Account Support My XFINITY

Email usage: Search Mail 

Email Voice Address Book Calendar Text Messaging

Close New Get Mail Reply Reply to All Forward

Mailboxes

Inbox (2232)

Sent

Drafts

Spam (2)

Trash

Audubon

Finance

Games

Grant apps

Memberships

Nativity

Photography

Polo

Purchases-receipts

Sarah's Kitchen

Saved mail

SK Stats

Travel

Vision

Website

Shelter

Sent By: Frank Smith On: Oct 10/16/15 5:15 AM

To: rrcarey12@comcast.net

October 16, 2015

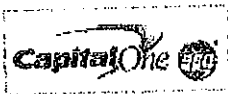
Chaplain Frank Smith Jr
St. Lucy County Jail
Address: 3313 Crabapple Drive
City Port St Lucie , State Fl. 34952-3045

To whom it may concern,
I write to express my strong support for the proposed Jail
I have witnessed the revolving door of recidivism in St. Lucie
clothing outweigh the ability to seek help for the mental
A "first step" diversionary shelter can help funnel individual
and cost-effective care, I know that our community will benefit

Please let me know how I can be of assistance.
God Bless you and all your loved ones,
Chaplain Frank Smith Jr.

Cha

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BOARD OF
COUNTY
COMMISSIONERS



COMMUNITY
SERVICES

BETH RYDER
DIRECTOR

October 20, 2015

City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34950

To Whom It May Concern

Please accept this letter in support of the proposed jail diversion program for homeless residents in St. Lucie County.

This project was identified more than a year ago when law enforcement requested an alternative to incarceration for those homeless who were regularly identified for minor, non-violent offenses, such as trespassing. Nationwide data shows that many of those who are chronically homeless and suffer from physical or mental disabilities, cycle through the jail system frequently and that this incarceration has minimal impact on recidivism. The costs associated with cyclical imprisonment are very high, and there have been successful programs throughout the country that have implemented a diversion program alternative.

The initial focus of the jail diversion program is to redirect homeless individuals from jail, while providing them with a safe place to stay the night and obtain a healthy meal. It is hoped that over time and with the development of trusted relationships with staff and volunteers, these individuals will connect with human services, seek treatment, obtain stable housing and improve their quality of life.

The Homeless Continuum of Care that is coordinated by Treasure Coast Homeless Service Council (TCHSC) offers multiple opportunities for homeless individuals to obtain services. Individuals can be brought into the continuum at the access point that best meets their need, whether it is a food pantry, mental health treatment facility, emergency shelter, transitional housing or other.

The "Housing First" approach to ending homelessness has significantly decreased the number of individuals that are living without stable shelter. TCHSC applies for funding each year for implementation of this model. St. Lucie County receives a portion of these HUD grant funds to maintain stable housing for 53 residents who used to be homeless and who have a chronic disability. Unfortunately, the funding for these programs is limited and cannot be offered to all of those needing it. Adding a jail diversion emergency shelter to the community will provide another avenue for individuals to gain access to the continuum of care with the hope of identifying longer-term solutions.

The Salvation Army is committed to the success of this program and initial funding has been identified in support of making it a reality. The challenges to be addressed prior to successful implementation are many and community support is critical to making it work. A donor has been identified to assist with initial startup and renovation cost. Law enforcement has agreed to support the facility through referrals and security assistance. The Salvation Army is committed to identifying the necessary staff and volunteers to maintain it, while the United Way, St. Lucie County Human Services, TCHSC and many others are striving to identify other resources for overcoming the challenges. It is hoped that you will join with the collaborative to support the identification and acquisition of a location for the program.

Thank you for your assistance. I am available to answer any questions you may have.

Sincerely


Stefanie Myers

100 W. 20th Street
Riviera Beach, FL 33404



CATHOLIC CHARITIES
Diocese of Palm Beach, Inc.
HUNGER, HOMELESS & OUTREACH
providing help • creating hope

Office (561) 360-3323
Fax (561) 584 7000

October 19, 2015

To whom it may concern:

I write to express my strong support for the proposed Jail Diversion homeless shelter in the City of Fort Pierce.

Catholic Charities of the five-county Diocese of Palm Beach respects life in all of its stages. In living our faith, we create hope for people in need, without regard to religion. Through our programs and ministries, we empower individuals, deliver social services and collaborate with others in building just and compassionate communities.

We at Catholic Charities have witnessed the revolving door of recidivism in St Lucie County that stems from long-term drug and alcohol abuse, mental health issues and homelessness. The basic needs of shelter, food and clothing outweigh the ability to seek help for the mental health and substance abuse problems so many non-violent offenders in our community face.

A "first step" diversionary shelter can help funnel individuals into a continuum of care and stability is one of the missing components in our system. With the Salvation Army's reputation for compassionate and cost-effective care, I know that our community will benefit from the presence of this long awaited additional resource. I am proud to support this shelter and happy to assist in its establishment.

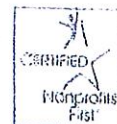
If there is any other information or assistance that I can provide, please feel free to contact me at the number below.

Sincerely,

Alex Stevens, Jr.
Program Administrator
Hunger, Homeless & Outreach Program
Catholic Charities Diocese of Palm Beach
(561) 360-3323



www.catholiccharitiesdpb.org



October 20, 2015

Fr. Tri Pham, Parochial Administrator
Holy Family Catholic Church
2330 SE Mariposa
Port Saint Lucie, FL 34952

To whom it may concern,

I am writing to express the strong support of myself and my parish for the proposed jail diversion homeless center. In the Gospel of Matthew, Jesus tells us that part of our Christian mission is to feed the hungry, to welcome the stranger, and to care for those in prison. In a practical sense, the center will help the community by providing shelter and services to homeless men and veterans. We look forward to the success of this program and the positive changes it can make in the community.

In Christ,

Fr. Tri Pham

Mr. Carl Muti
2121 SW Jaguar Ave.
Port St. Lucie, FL 34953

To whom it may concern,

I write to express my strong support for the proposed Jail Diversion homeless shelter in the City of Fort Pierce.

I have witnessed the revolving door of recidivism in St Lucie County that stems from long-term drug and alcohol abuse, mental health issues and homelessness. The basic needs of shelter, food and clothing outweigh the ability to seek help for the mental health and substance abuse problems so many non-violent offenders in our community face.

A "first step" diversionary shelter can help funnel individuals into a continuum of care and stability is one of the missing components in our system. With the Salvation Army's reputation for compassionate and cost-effective care, I know that our community will benefit from the presence of this long awaited additional resource. I am proud to support this shelter and happy to assist in its establishment.

Please let me know how I can be of assistance.

Sincerely,

Carl Muti

October 15, 2015

Mrs. Laverne Sifers
6936 NW Hershy Circle
Port St. Lucie, FL 34983

TO WHOM IT MAY CONCERN:

I am writing to express my support for the proposed Jail Diversion homeless shelter in the City of Fort Pierce.

As a caseworker/volunteer for St. Vincent de Paul, my co-workers and I have often witnessed the revolving door of recidivism in St. Lucie County, often caused by long-term drug abuse, alcoholism, mental health issues. The most heart-breaking is homelessness.

The basic needs of shelter, food and clothing outweigh the ability to seek help for the mental health and substance abuse problems so many non-violent offenders in our community face on a daily basis.

A "first ste" diversionary shelter can help funnel individuals into a continuum of care and stability is one of the many missing components in our system. With the Salvation Army's reputation for compassionate and cost-effective care, I know that our community will benefit from the presence of this long awaited additional resource. I am proud to support this shelter.

Please let me know if I can be of assistance.

Sincerely,

Laverne Sifers



Our dream is that all Treasure Coast families should be able to live in total spiritual, physical, emotional and mental health.

October 12, 2015

To Whom It May Concern:

It is with the utmost sincerity and passion that I support the proposed Jail Diversion homeless shelter in Fort Pierce. Working with our clients at Matthew's Café, it is not unusual to see the same faces return week after week. So very many of them are in need of such as this. We can meet their immediate need for the day. This proposed shelter will provide them the opportunity to have their needs met for the future.

Temporary help is just that...temporary. This proposed shelter, overseen by such a stalwart organization as the Salvation Army, will actually offer help that leads to hope for the future. What an accomplishment it will be when some will find health and provision sufficient to become viable members of our citizenry of St. Lucie County.

Grace Way Village's priority is meeting the needs of those most in need. What a privilege to support the proposed shelter! If I may be of any assistance, please do not hesitate to contact me.

Sincerely,



Cathie Mouring
Executive Director

1780 Hartman Road, Fort Pierce, Florida 34947
772.925.3074
www.gracewayvillage.com



MARGIE MOSTLER
974 SW CECIL LANE
PORT ST LUCIE, FL 34953

Oct 17, 2015

To whom it may concern,

I write to express my strong support for the proposed Jail Diversion homeless shelter in the City of Fort Pierce.

I have witnessed the revolving door of recidivism in St Lucie County that stems from long-term drug and alcohol abuse, mental health issues and homelessness. The basic needs of shelter, food, and clothing outweigh the ability to seek help for the mental health and substance abuse problems so many non-violent offenders in our community face.

A "first step" diversionary shelter can help funnel individuals into a continuum of care and stability is one of the missing components in our system. With the Salvation Army's reputation for compassionate and cost-effective care, I know that our community will benefit from the presence of this long awaited additional resource. I am proud to support this shelter and happy to assist in its establishment.

Sincerely,

Margie Mostler



DOING THE MOST GOOD®

William Booth, *Founder*
André Cox, *General*
Commissioner Donald C. Bell, *Territorial Commander*
Colonel Kenneth O. Johnson, Jr., *Divisional Commander*

August 7, 2015

Bruce Greenwood
ProTec Inspections, Inc.
2529 Devine Road
Fort Pierce, FL 34981

Dear Bruce,

On behalf of Salvation Army of St. Lucie County and the Treasure Coast Homeless Council's Treasure Coast Homeless Shelter Taskforce, I wanted to send a quick ***THANK YOU*** to express our appreciation for your wonderful support of our efforts as we explore the opportunities and possibilities to help meet the pressing need of the cities of Fort Pierce, Port Saint Lucie and Saint Lucie County for a "Jail Diversion Shelter" as requested by the Police Departments and the Sheriff's Department and other related interested organizations, community governmental-civic Departments, businesses and community leaders. **By you taking the time to donate your services and expertise to inspect and evaluate the present condition and status of the property located at 505 N 7th Street, Fort Pierce, FL 34950, we will be able to have a more comprehensive understanding of the costs and feasibility of the property's use for such a shelter.**

It is truly refreshing to see the level and comprehensive desire of the Saint Lucie/Fort Pierce/Port Saint Lucie communities come together in a focus to address an unmet need among a portion of our homeless population; One that truly takes a "first step" in establishing a process to help afford an opportunity for those in desperate need of a positive life change!

Again, Thank You so much!

My best,

Clyde A. Preston, The Salvation Army
Regional Resource Development Director



DOING THE MOST GOOD®

William Booth, *Founder*
André Cox, *General*
Commissioner Donald C. Bell, *Territorial Commander*
Colonel Kenneth O. Johnson, Jr., *Divisional Commander*

August 7, 2015

Timmy and Jimmy Grimes, Owners
Grimes Heating & Air Conditioning
3054 U.S. 1
Fort Pierce, FL 34946

Dear Timmy and Jimmy,

On behalf of Salvation Army of St. Lucie County and the Treasure Coast Homeless Council's Treasure Coast Homeless Shelter Taskforce, I wanted to send a quick **THANK YOU** to express our appreciation for your wonderful support of our efforts as we explore the opportunities and possibilities to help meet the pressing need of the cities of Fort Pierce, Port Saint Lucie and Saint Lucie County for a "Jail Diversion Shelter" as requested by the Police Departments and the Sheriff's Department and other related interested organizations, community governmental-civic Departments, businesses and community leaders. **By you providing Danny to perform the services and expertise to inspect and evaluate the present condition and status of the property located at 505 N 7th Street, Fort Pierce, FL 34950, we will be able to have a more comprehensive understanding of the costs and feasibility of the property's use for such a shelter. (Please extend this Thank You to Danny on our behalf!)**

It is truly refreshing to see the level and comprehensive desire of the Saint Lucie/Fort Pierce/Port Saint Lucie communities come together in a focus to address an unmet need among a portion of our homeless population; One that truly takes a "first step" in establishing a process to help afford an opportunity for those in desperate need of a positive life change!

Again, Thank You so much!

My best,

Clyde A. Preston, The Salvation Army
Regional Resource Development Director



DOING THE
MOST GOOD[®]

William Booth, *Founder*
André Cox, *General*
Commissioner Donald C. Bell, *Territorial Commander*
Colonel Kenneth O. Johnson, Jr., *Divisional Commander*

August 7, 2015
Roger Owens, Owner/Operator
Sunrise Pest Control
2303 N US1, Ste. 21
Fort Pierce, FL 34946

Dear Roger,

On behalf of Salvation Army of St. Lucie County and the Treasure Coast Homeless Council's Treasure Coast Homeless Shelter Taskforce, I wanted to send a quick ***THANK YOU*** to express our appreciation for your wonderful support of our efforts as we explore the opportunities and possibilities to help meet the pressing need of the cities of Fort Pierce, Port Saint Lucie and Saint Lucie County for a "Jail Diversion Shelter" as requested by the Police Departments and the Sheriff's Department and other related interested organizations, community governmental-civic Departments, businesses and community leaders. **By you taking the time to donate your services and expertise to inspect and evaluate the present condition and status of the property located at 505 N 7th Street, Fort Pierce, FL 34950, we will be able to have a more comprehensive understanding of the costs and feasibility of the property's use for such a shelter.**

It is truly refreshing to see the level and comprehensive desire of the Saint Lucie/Fort Pierce/Port Saint Lucie communities come together in a focus to address an unmet need among a portion of our homeless population; One that truly takes a "first step" in establishing a process to help afford an opportunity for those in desperate need of a positive life change!

Again, Thank You so much!

My best,

Clyde A. Preston, The Salvation Army
Regional Resource Development Director

City Commission Regular Meeting

Agenda Item # 11. a.

Meeting Date: 11/21/2016

Re: Variance Request for Waiver of Distance for a food truck (“Fork It Over”) at 1907 and 1911 Avenue D.

SUBJECT:

Application submitted by Donald Noble to operate a food truck (“Fork It Over”) at 1907 and 1911 Avenue D, Fort Pierce. Said use requires a variance from Sec. 9-111(b)(1) and (2) to operate within 500 feet from a similar type of business and 300 feet from a church.

SUMMARY:

On September 15, 2014, the City Commission approved Ordinance 14-019 establishing regulations for lunch trucks, hot dog carts, ice cream and other forms of mobile food establishments identified in Chapter 9 of the Code of Ordinances.

An application has been made by Donald Noble for a food truck (“Fork It Over”) to operate at 1907 and 1911 Avenue D. During review, the application was denied by the Planning staff as not meeting the criteria within the regulations for Chapter (Article IV - Vendors, Solicitors and Canvassers (attached). The items is relief from the distance criteria presented in the Ordinance. Section 9-97 allows for sites to petition for a public hearing by the City Commission to grant a variance from the distance requirement, similar to the waiver of distance for alcoholic beverage licenses.

RECOMMENDATION:

Approve the variance for the Fork It Over food truck to be located at 1907 and 1911 Avenue D.

ALTERNATIVES:

Deny or approve with conditions.

RESPONSIBLE STAFF:

Maria Lewicka, Historic Preservation Planner

COORDINATED WITH:

Rebecca Grohall, Planning Director
Linda W Cox, City Clerk
Peggy Arraiz, Code Enforcement Manager

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Staff Report
Variance Application
Chapter 9 Article IV

Form Review

Inbox

City Manager

Form Started By: Maria Lewicka

Final Approval Date: 11/14/2016

Reviewed By

Nick Mimms

Date

11/14/2016 02:10 PM

Started On: 11/10/2016 10:48 AM



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT *Florida*

TO: Nicholas Mimms, City Manager
Honorable Mayor and City Commission

THROUGH: Rebecca Grohall, Planning Director

FROM: Maria Lewicka, Historic Preservation Planner

RE: Mobile Food Vendor – Fork It Over

DATE: November 9, 2016

On September 15, 2014, the City Commission approved Ordinance 14-019 establishing regulations for lunch trucks, hot dog carts, ice cream and other forms of mobile food establishments identified in Chapter 9 of the Code of Ordinances. Section 9-111 (b) of the Code of Ordinances requires that mobile food establishments must be at least 500 feet from a similar type of business; at least 300 feet from a school, church, or any city or county park; and 1000 feet from any approved special event.

Prove the variance for D, Fort Pierce, Florida. (Please refer to map on page 2). The proposed operating location is within 500 feet of similar types of businesses (of which there are currently two: “Bo’s Crab Spot” and “R & L Ribs, Chicken & Seafood”) and within 300 feet of a church (of which there are two, “Miracle Prayer Temple” and “Triumph Church and Kingdom of God”).



Therefore, City Staff cannot issue a vendor permit unless City Commission grants a variance to the distance requirements of Section 9-111.

Similar to a waiver of distance for alcoholic beverage licenses, the Mobile Vendor ordinance provides for the City Commission to consider granting a variance to the ordinance and issue of the vendor permit through the public hearing process.

The proposed site meets all other distance requirements of the ordinances (300 feet from a school or city/county park and 1000 feet from an approved special event).

The proposed site is located in C3 and C2 Zoning Districts and therefore meets also the commercial zoning location requirement of Section 9- 76.

Staff recommendation

Staff recommends that the City Commission conduct a public hearing and approve the applicant variance request for the food truck as proposed.



CITY OF FORT PIERCE

OFFICE OF THE CITY CLERK
100 N. US HWY 1
FORT PIERCE, FL 34950
772-467-3000



10/12/2016

VARIANCE REQUEST FOR WAIVER OF DISTANCE

Property Address	1907 Avenue D
Parcel ID #(s)	2409-602-0230-000-0
Type of Vending Proposed	FOOD MOBILE VENDING

Property Owner(s) CANDANCE GONAGER Braun	Applicant DONALD NOBLE
Mailing Address 8650 Shadylake Lane Ft. Pierce	Mailing Address 1707 N 37TH ST FT PIERCE, FL
Phone # (72) 359-8470	Phone # 772-216-2783
E-mail Address candy8655@aol.com	E-mail Address noble.donald23@yahoo.com

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorized the Applicant (if other than the property owner) to act in his/her behalf for the purpose of seeking approval for the application described herein.

Candace Braun
Property Owner's Signature

8/19/2014
Date

STATE OF FLORIDA - ST LUCIE COUNTY

The foregoing instrument was acknowledged before me this 9th day of August 2014 by Candace Braun who is personally known to me or has produced PRO as identification.

Rebecca Hoy
Signature of Notary

REBEKAH HOY
Notary Public - State of Florida
Commission # FF 185918
My Comm. Expires Feb 17, 2019

In accordance with Ordinance No. 9-97, any person who wishes to obtain a mobile vending permit that does not comply with Sec. 9-111(b) of this article must petition the city commission for a variance. The applicant is requesting a variance from the following:

- 9-111(b)(1) - 500 feet from a similar type business
- 9-111(b)(2) - 300 feet from a school, church, or park
- 9-111(b)(1) - 1000 feet from an approved special event

Submit the following attachments:

- Site plan, to scale, showing all existing structures or significant features and proposed vending location.
- Map showing surrounding properties, which identifies the location of existing business or entity impacted by the variance.
- Photos or detailed description of proposed vending unit and type of service provided.
- \$250 variance request fee.

Supporting Narrative:

THIS BUSINESS IS INTENDED TO HELP REVITALIZE A STAGNANT AND DISEATING BUSINESS DISTRICT. BUSINESSES AND STRUCTURES ARE ALMOST DISTITUTE AND NO BUSINESSES IN THE AREA SEEM TO BE THRIVING. THIS STRUCTURE HAS BEEN STAGNANT FOR OVER 10 YEARS. I FEEL I HAVE A VIABLE BUSINESS THAT CAN STIMULATE THE AREA TO SUPPORT OTHER BUSINESSES IN THE AREA.

Donald Noble
Applicant Signature

10/31/14
Date

FENCE

FENCE

PEPPER TREE

RENO. MOTEL

1907 ~~AVENUE~~ AVENUE

FRONT ENTRANCE

DRIVE WAY

SIDEWALK

PARKING

ENTRANCE FROM 19TH

OPEN AREA

TRUCK

19TH

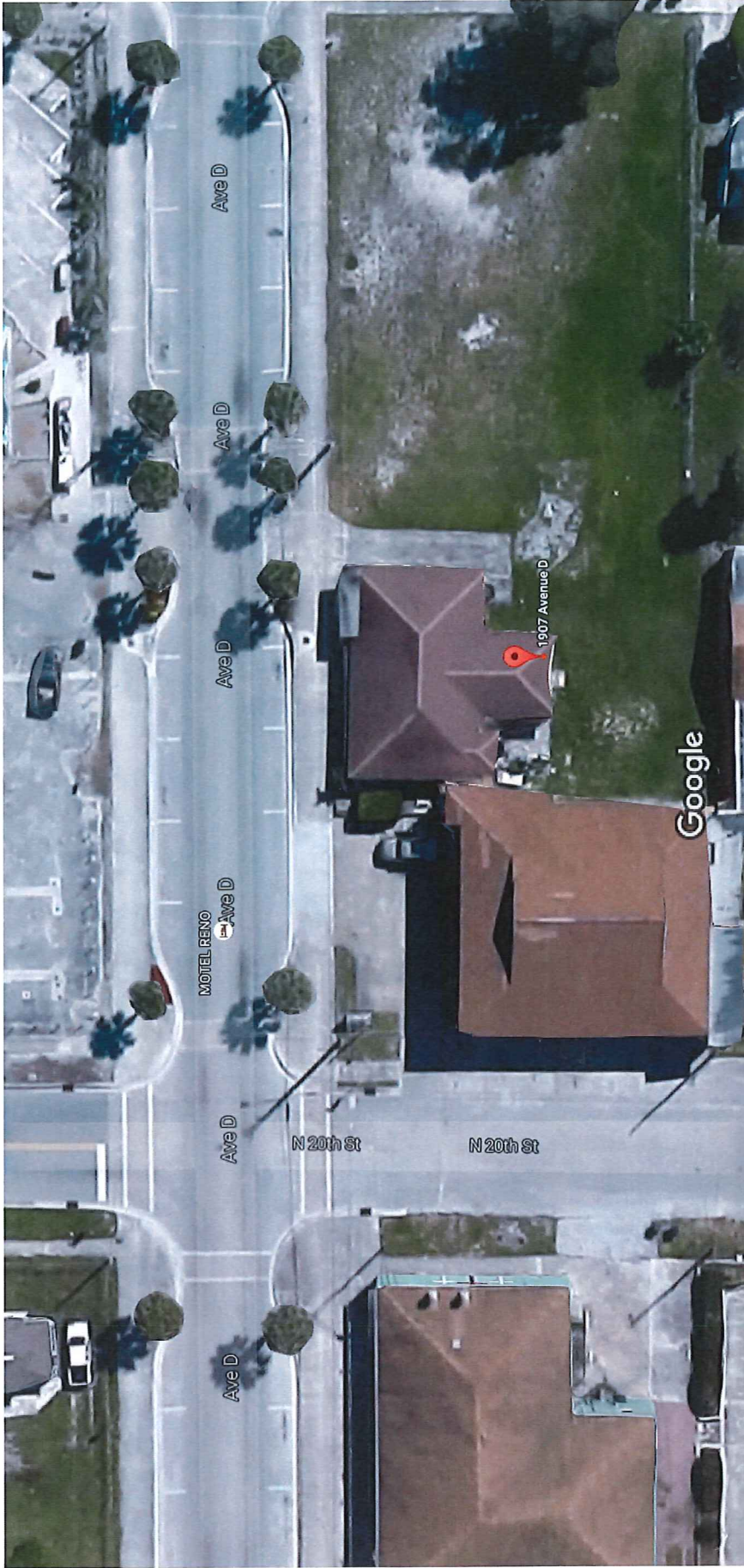
AVENUE D



N 20TH



Google Maps 1907 Ave D



Imagery ©2016 Google, Map data ©2016 Google 20 ft

Google Maps 1930 Ave D



Image capture: May 2015 © 2016 Google

Fort Pierce, Florida

Street View - May 2015



FORK IT OVER INC.
772-882-1647

The trailer wrap features a black background with yellow text and several illustrations. On the left is a pig mascot wearing a white chef's hat and sunglasses, holding a cigar. On the right is a cowboy mascot wearing a red hat and a checkered shirt, riding a blue bull. Below the text are four small rectangular images showing various BBQ items: a plate of ribs, ribs on a grill, a whole roasted pig, and a plate of pulled pork. The bottom of the trailer shows the wheels and metal structure.

ARTICLE IV. - VENDORS, SOLICITORS AND CANVASSERS^[4]

Footnotes:

--- (4) ---

Cross reference— *Motor vehicles and traffic, Ch. 10; vending or selling in park, § 12-15.*

Editor's note— *Ord. No. 14-019, § 1, adopted September 15, 2014, amended article IV in its entirety to read as herein set out. Former article IV, §§ 9-76—9-82, 9-91—9-98, 9-111—9-119, pertained to peddlers, solicitors and canvassers. See Code Comparative Table for complete derivation.*

DIVISION 1. - GENERALLY

Sec. 9-76. - Definitions.

As used in this article:

Canvasser, vendor or solicitor is defined as any individual soliciting or traveling either by foot, or conveyance, from place to place, from house to house or from street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed at said time or in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not.

Commissary is a state approved facility that provides support services for specific required functions to any mobile food vendor, including but not limited to a mobile food vehicle or a mobile food cart. Services required of the commissary are based upon the food sold and the mobile food vendor type. A private residence may not be used as a commissary.

Forcible felony means treason, murder, manslaughter, sexual battery, carjacking, home-invasion robbery, robbery, burglary, arson, kidnapping, aggravated assault, aggravated battery, aggravated stalking, aircraft piracy, unlawful throwing, placing or discharging of a destructive device or bomb, and any other felony which involves the use of threat of physical force or violence against an individual. See F.S. § 776.08.

Itinerant retail produce vendor shall mean any person going from place to place who engages in a business, by selling or offering for sale to consumers, any fruit, vegetables, or garden produce, which are sold in their whole, natural and unaltered state.

Mobile food dispensing vehicle (MFDV) is classified as a vehicle-mounted public food service establishment, self-propelled or otherwise movable from place to place. Such vehicles must be self-sufficient for utilities (e.g., gas, water, electricity, and liquid waste disposal). Each MFDV is required to have a state approved commissary that they report to at least once a day. MFDVs may also be referred to as mobile food establishments.

- (a) *Hot dog carts* are MFDVs that limit food preparation to hotdogs and sausages only and the sale of limited pre-packaged food.
- (b) *Mobile food carts* are any non-motorized MFDV used to store, prepare, cook and/or serve food and beverages for immediate consumption.
- (c) *Ice cream vendors* are MFDVs that limit food sales to pre-packaged individually portioned frozen novelties, soft served or hand dipped frozen dairy products or frozen water based products.
- (d) *Lunch trucks* are MFDVs that are transient in nature and specifically authorized to cater to customers on private commercial or industrial property for a short period of time not to exceed sixty (60) minutes.
- (e) *Mobile food vehicles* are any motorized MFDV used to store, prepare, cook and/or serve food and beverages for immediate consumption.

Mobile merchant sales shall include any vendor selling non-food products.

Mobile merchant vehicle shall be any vehicle mounted establishment, which is self-propelled or otherwise movable from place to place, utilized for mobile merchant sales.

Place of business shall include any commercial zoned off-street location, lot, or premises where any truck, wagon, automobile, trailer, cart, or vehicle is parked, with written permission from the property owner, wherein there shall be kept for sale, or to be offered for sale, any prepared food, beverages, fruit, vegetable, or garden produce.

Seasonal sales vendor shall mean outside vendors of products traditionally associated with seasonal sales or holidays.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-77. - Duty to enforce.

It shall be the duty of any police officer or code enforcement officer of the city to enforce the provisions of this article against any person found to be violating the same.

(Ord. No. 14-019, § 1, 9-15-14)

Cross reference— Police department, Ch. 14.

Sec. 9-78. - Records.

All violations of this article shall be reported to the code enforcement department, who shall maintain a record for each permit issued and record the reports of violations therein.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-79. - Prohibited acts.

- (a) It shall be unlawful for any person to enter upon any private premises without permission or invitation from the occupant or homeowner.
- (b) It shall be unlawful for any solicitor, canvasser or vendor to refuse or fail to leave any private premises in the city upon being requested by the owner, occupant or person in charge thereof.
- (c) No solicitor, canvasser or vendor shall enter in or upon any house, building or other structure or upon any land or property, without the prior consent of the owner or occupant thereof, where there is placed or posted on the premises in a conspicuous position at or near the usual means of ingress, a sign or other form of notice stating or indicating that the owner or occupant thereof forbids or otherwise does not desire persons engaged in such or similar activity to enter upon the premises.
- (d) No solicitor, canvasser or vendor shall conduct themselves or their business in an unlawful manner or in such manner as to constitute a breach of peace, offensive to public decency or menace to the health, safety or general welfare of the public in violation of F.S. § 877.03.

(Ord. No. 14-019, § 1, 9-15-14)

State Law reference— Burglary and trespass, F.S. Ch. 810.

Sec. 9-80. - Permit.

- (a) It shall be unlawful for any person to sell or attempt to sell any commodity by means of vending such commodity upon any street, sidewalk, public right-of-way or private property in the city, without first securing a permit and paying the annual permit fee, such fee to be set by resolution of the city commission. Such fees and the maximum number of permits for commercial zoned districts to be set by resolution of the city commission.
- (b) Permits shall be for a term of twelve (12) months, beginning on October 1st and expiring on September 30th of the following year.
- (c) Existing businesses, otherwise in compliance with all state and local code, are eligible for a single reduced fee vendor permit, to be utilized in the same name as it currently operates under.
- (d) Violations of this section shall be a class III violation.

(Ord. No. 14-019, § 1, 9-15-14)

Secs. 9-81—9-90. - Reserved.**DIVISION 2. - PERMIT GENERALLY****Sec. 9-91. - Application.**

- (a) Applicants for permit under this article must file with the city clerk a sworn application in writing which shall give the following information:
- (1) Name of the applicant.
 - (2) Permanent home address and valid telephone number of the applicant.
 - (3) A brief description of the nature of the business and the goods, food or beverages to be sold.
 - (4) E-mail address of the applicant.
 - (5) The address of the planned vending site, including the property owner's name and telephone number.
 - (6) For mobile food dispensing vehicles:
 - (i) Copy of current license from the State of Florida/Department of Business and Professional Regulations or Department of Agriculture; and
 - (ii) Copy of the vehicle or unit plans as submitted to the State of Florida/Department of Business and Professional Regulations or Department of Agriculture.
 - (iii) Copy of the notarized commissary agreement as submitted to the State of Florida/Department of Business and Professional Regulations or Department of Agriculture.
 - (7) For mobile merchant sales:
 - (i) Submit a plan of the proposed vehicle or unit.
 - a. The plan does not need to be drawn by a professional, but must be to scale and clear for review.
 - b. The plan should show both a top view and front view of the vehicle or unit.
 - c. The plan should include, but is not limited to, all equipment, shelving, windows, wheels, umbrellas, or awnings.
 - (8) Copy of a valid vehicle registration for any motorized unit.
 - (9) For use of any private commercial property, a limited site plan must be submitted.
 - (i) The plan does not need to be drawn by a professional, but must be to scale and clear for review. A general survey or sketch will be acceptable. For large properties, only a drawing of the immediate area is required.
 - (ii) The plan must show all existing structures or significant features.
 - (iii) Diagram of all available parking, identifying both required parking and additional parking spaces and proposed location of unit.
 - (iv) Identify appropriate set-backs for accessory structures.
 - (v) A notarized affidavit of permission to vend from the property owner, if different from the applicant.
 - (10) For door-to-door solicitors or vendors:
 - (i) If employed, the name and address of the employer, together with credentials establishing the exact relationship.

- (ii) The length of time for which the right to do business is desired.
 - (iii) Minors conducting home solicitation sales under the supervision of an adult, or solicitors, salespersons, or agents making calls or soliciting orders on behalf of a religious, charitable, scientific, educational, or veterans' institution or other non-profit organization are exempt from this section.
- (11) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two-inches by two-inches showing the head and shoulders of the applicant in a clear and distinguishing manner.
 - (12) Photographs of the vehicle or unit, showing front, side and back views.
 - (13) A sworn affidavit as to whether or not the applicant has been convicted of any felony and the nature of the offense.
 - (14) Proof of general liability insurance, such proof in a form acceptable to the city, issued by an insurance company that is licensed to do business in the State of Florida, protecting the applicant from all claims for damages to property or bodily injury, including death, which may arise from operations under or in connection with mobile vending.
 - (15) For all motorized mobile vending units, proof of auto liability insurance, such proof in a form acceptable to the city, issued by an insurance company that is licensed to do business in the State of Florida, protecting the applicant from all claims for damages to property or bodily injury, which may arise from the use of a motor vehicle in connection with mobile vending and shall be in an amount no less than \$500,000.00 per occurrence.
 - (16) Any permit application and/or review fee that may be assessed by resolution of the city commission.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-92. - Issuance.

- (a) The city clerk may revoke, suspend, or deny the issuance of any vendor's license if it is determined that an applicant has:
 - (1) Been convicted of a felony within two (2) years prior to the date of application; or
 - (2) Has ever been convicted of a 'forcible felony', child abuse or any sexual offense; or
 - (3) Has been placed on the State of Florida's sexual offenders or sexual predators lists.
 - (4) Has obtained a permit by fraud, false statement, misrepresentation, or failure to truthfully answer any question in the required permit application.
 - (5) Has failed to obtain required approvals from the state or obtain a city business tax receipt.
 - (6) Has failed in any material respect to comply with the provision of section 9-91.
- (b)

Not later than thirty (30) days after the filing of a completed application for a vendor's license, the applicant shall be notified by the city clerk's office of the decision on the issuance or denial of the license. If the issuance of the license is approved, the city clerk shall issue the license. If the license is denied, the applicant shall be provided with a statement of the reasons therefor, which reasons shall be entered in writing on the application. Failure of the city clerk to place notification of said decision in the mail or personally notify the applicant with acknowledgment shall require immediate issuance of the requested license to the applicant.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-93. - Fees.

- (a) All fees required for permit application review and the annual permit fee shall be established by resolution by the city commission.
- (b) Permit fees collected under this article are fees paid for the purpose of defraying the cost of administration of this article and are declared to be regulatory fees in addition to and not in lieu of the business tax receipt imposed by section 9-16 of this chapter. The payment of a permit fee under this article shall not relieve any person of liability for and the responsibility of paying a business tax where it is required by section 9-16 of this chapter and for doing such acts and providing such information as may be required by this chapter.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-94. - Exhibition of permit.

Approved vendors of food or merchandise are required to exhibit their permits at all times in a prominent location, no lower than forty (40) inches and no higher than sixty-five (65) inches above the ground. Approved canvassers or solicitors must show their permit upon the request of any person being solicited or by any representative of the city.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-95. - Penalties.

- (a) Unless otherwise stated, violations of this article are class II violations as defined in section 2-260 and shall be addressed as provided for in chapter 2, article XIII.5 of the City Code.
- (b) Permits issued under the provisions of this article may be revoked by the city clerk after notice for any of the following causes:
 - (1) Fraud, misrepresentation or false statement contained in the application for permit;
 - (2) Fraud, misrepresentation or false statement made in the course or conduct of a business or activities for which the city has issued a permit under this article;
 - (3) Two (2) or more violations of this article;

- (4) Operating outside vending locations approved under the permit issued;
- (5) Conducting the business of soliciting, canvassing or vending in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public; or
- (6) Failure to comply with any conditions included in the permit.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-96. - Appeal.

Any person aggrieved by the denial or revocation of a permit as provided in this article shall have the right to appeal to the city manager. Such appeal shall be taken by filing with the city manager's office, within fourteen (14) days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth specifically the ground of the appeal. The city manager shall set a date and the time and place of hearing of such appeal. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least five (5) days prior to the date set for hearing. The decision and order of the city manager on such appeal shall be final and conclusive.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-97. - Request for variance.

Any person who wishes to obtain a mobile vending permit that does not comply with subsection 9-111(b) of this article must petition the city commission for a variance. Variance requests will not be accepted for mobile vending permits issued for public property use.

- (a) Application for a variance shall be made by the owner of the property where the variance is requested by filing an application on a form prescribed by the city and submitted to the city clerk's office.
- (b) The applicant is responsible for submitting the variance request fee, which shall be set by resolution as well as all advertising costs.
- (c) The city commission shall hold a public hearing prior to acting on the variance request.
- (d) In permitting a variance, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

(Ord. No. 14-019, § 1, 9-15-14)

Secs. 9-98—9-110. - Reserved.

DIVISION 3. - MOBILE VENDING

Sec. 9-111. - General regulations.

- (a) The telephone number included on the permit application must remain valid and active at all times. The vendor is responsible for notifying the city of any changes to their contact information.
- (b) Mobile vending units must comply with the following minimum distance requirements, which shall be measured from the approved vending location to the nearest point of an established property line:
 - (1) Five hundred (500) feet from a similar type business.
 - (2) Three hundred (300) feet from a school, church, or any city or county park.
 - (3) One thousand (1,000) feet from an approved special event.
- (c) May not block the ingress/egress to any property, sidewalk or street.
- (d) May not block or impede pedestrian or vehicular traffic.
- (e) May only operate at the approved location, clearly identified on the permit.
- (f) May have one advertisement sign with a maximum size of sixteen (16) square feet. Such sign may not be free standing, illuminating, moving, flashing or utilizing neon color typically reserved for emergency services. Such restriction to be separate from any business name, decal or logo professionally installed on any motorized MFDV.
- (g) May have one menu sign with a maximum size of nine (9) square feet.
- (h) No amplified sounds, music or other loud noises, except as provided for in section 9-113, ice cream vendors.
- (i) A trash receptacle must be provided and must be removed by the operator daily. Trash may not be placed within public street side trash receptacles.
- (j) Mobile vendors are responsible for picking up all litter and waste within twenty-five (25) feet of their unit.
- (k) No wastewater leakage or any other leakage is allowed.
- (l) A single umbrella is permitted provided it is maintained in good condition and does not impede traffic or block clear vision areas.
- (m) It shall be unlawful to place any chair, table, box, crate, stand, counter or shelving independent from the approved mobile vending unit.
- (n) No mobile vending unit is to be left unattended at any time and must be removed from the location when not in operation.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-112. - Itinerant retail produce vendor.

- (a) Every person who engages in the business of an itinerant retail produce vendor within the corporate limits of the city, before engaging in such business, shall apply for and obtain a mobile vending permit from the city pursuant to this division.
- (b) A business tax receipt is not required for itinerant retail produce vendors.
- (c) All products and produce offered for sale under this division must be clean, wholesome and in good sanitary condition and their state and condition shall comply with the pure food laws of the state.
- (d) Itinerant retail produce vendors are permitted to vend from any truck, wagon, automobile, trailer or other vehicle provided that the vehicle is properly registered with the State of Florida. A copy of such registration shall be submitted with the permit application.
- (e) All other regulations as outlined in section 9-111 of this chapter shall apply.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-113. - Ice cream vendors.

- (a) *General.* The rules in this section shall apply to each person lawfully permitted as an ice cream vendor.
- (b) *Prohibited sales.* It shall be unlawful for any ice cream vendor to sell or attempt to sell any commodity:
 - (1) By means of any outcry, sound, speaker or amplifier, or any instrument or device which can be heard for a distance greater than three hundred (300) feet, or when passing a hospital, church or other place of worship during the hours when services are being held.
 - (2) Within five hundred (500) feet of any school during the school year.
- (c) *Noise—Vehicle stopped.* It shall be unlawful for any such vendor to use, play or employ the use of any sound, outcry, amplifier, loudspeaker, radio, phonograph with a loudspeaker or amplifier or any other instrument or device when the vehicle such vendor is using is stopped for the purpose of making a sale.
- (d) *Same—Hours.* The use by the vendor of any such noise, instrument or device which emits a loud sound shall be prohibited before the hours of 9:00 a.m. on weekdays and 1:00 p.m. on Sundays, or after 7:00 p.m. on any day.
- (e) *Traffic.* It shall be unlawful for any vendor to:
 - (1) Exceed a speed of fifteen (15) miles an hour when cruising neighborhoods seeking sales or when attempting to make a sale.
 - (2) Stop anywhere within twenty-five (25) feet of an intersection when making a sale or attempting to make a sale.
 - (3) Double-park, or park in any manner contrary to any ordinance relating to parking, when attempting a sale or when making a sale.
 - (4) Make a U-turn on any block in a residential zone.
 - (5) Drive his/her vehicle backwards to make or attempt to make a sale.
 - (6) Sell to any person who is standing in the street.
 - (7)

Permit any person to hang on the vehicle or permit any person to ride in or on the vehicle except a bona fide assistant or assistants.

(8) Remain standing or stopped at any place for a period of time exceeding five (5) minutes.

(9) Sell or attempt to sell along any particular route more than one time during a 24-hour period.

(Ord. No. 14-019, § 1, 9-15-14)

Cross reference— Health, § 2-261 et seq.

Sec. 9-114. - Seasonal sale vendors.

The rules of this section shall apply to each person lawfully permitted as a seasonal sales vendor.

- (a) Every person who engages in the business of seasonal sales within the corporate limits of the city, before engaging in such business, shall apply for and obtain a mobile vending permit from the city pursuant to division 2 of this article.
- (b) Tents or canopies larger than twelve (12) feet by twelve (12) feet are prohibited unless a supplemental tent permit is obtained. Application for such permit shall be made with the building department. A sketch of the property showing the location of the tent or canopy on the property and a certificate of flame resistance shall be required to be submitted with the application.
- (c) Seasonal sales permits will be issued no sooner than thirty (30) days prior to the associated holiday and shall expire seven (7) days following the holiday.

(Ord. No. 14-019, § 1, 9-15-14)

Secs. 9-115—9-130. - Reserved.

City Commission Regular Meeting

Agenda Item # 11. b.

Meeting Date: 11/21/2016

Re: Ordinance 16-026 Zoning Atlas Amendment (Rezoning) - Cargill Property (75 Acre Portion)

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 16-026 Rezoning property generally located at 3798 Selvitz Road from IH Industrial, Heavy to I-3, Heavy Industrial. SECOND READING

SUMMARY:

- The applicant is requesting the review and approval of a Zoning Atlas Amendment (Rezoning) from IH, Industrial Heavy (SLC Classification) to I-3, Heavy Industrial.. The subject property is currently zoned IH, Industrial Heavy, which is a St. Lucie County zoning designation held since the time of annexation.
- The subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street.
- The property was designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial zoning classification until 2008, therefore in the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has been retained the St. Lucie County IH, Industrial Heavy designation.
- The applicant is seeking to develop a 76,100 sq. ft. precast concrete production facility in multiple phases, located on a 75-acre expanse of the subject parcel located at 3798 Selvitz Road. The property is owned by Cargill Juice N America Inc, and a portion is subject to a purchase agreement with Precast Specialties, LLC. (PCS).
- The subject site has a future land use designation of Heavy Industrial (HI). The requested zoning designation is consistent with the Future Land Use element of the Comprehensive Plan.
- A total of 49 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As October 25, 2016, 1 response was received in opposition to the request. An update will be provided to the City Commission at the public hearing.
- The Planning Board, at their October 11th, 2016 meeting, voted unanimously recommend approval of the request.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee
James M. Messer, Esq., City Attorney

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad-Valorem Tax Revenue

Attachments

Staff Report
Ordinance 16-026
Site Aerial & Zoning Map
Application, Property Record Card & Survey
Environmental Report

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/02/2016 05:42 PM
Form Started By: Kori Benton		Started On: 10/28/2016 02:55 PM
Final Approval Date: 11/10/2016		



TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: Ordinance 16-026 Zoning Atlas Amendment (Rezoning)
Cargill Property (75 Acre Portion)
3798 Selvitz Road

DATE: October 25, 2016

STAFF REPORT

Owner: Cargill Juice N America Inc
PO Box 5626
Minneapolis, MN 55440

Applicant: Precast Specialties, LLC. (PCS)
Dean Locke
1380 NE 48th Street
Pompano Beach, FL

Representative: JMorton Planning
Steve Pickett, AICP
3920 RCA Blvd. Suite 2002
Palm Beach Gardens, FL 33410

Requested Action: Approval of a Zoning Atlas Amendment (Rezoning) from IH, Industrial Heavy (SLC Classification) to I-3, Heavy Industrial.

Location: 3798 Selvitz Road

Parcel ID: 2432-122-0001-000-5 (75 Acre Segment)

Current Zoning: IH, Industrial Heavy (SLC)

Proposed Zoning: I-3, Heavy Industrial

Future Land Use: Heavy Industrial (HI)

North	East	South	West
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Surrounding Zoning:

IH (SLC)	R-2	Canal/R-1/PD	I-3/I-1
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Site Size: 75 acres*

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

Request

In accordance with Sections 22-128 & 22-143 of the City Code, the applicant is requesting the review and approval of a Zoning Atlas Amendment (Rezoning) from IH, Industrial Heavy (SLC Classification) to I-3, Heavy Industrial.. The subject property is currently zoned IH, Industrial Heavy, which is a St. Lucie County zoning designation held since the time of annexation.

Background & Project Summary

The subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street. The subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City.

Three of the seven parcels annexed were designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial zoning classification until several years after annexation, in December, 2008 via Ordinance L-63. In the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has been retained the St. Lucie County IH, Industrial Heavy designation.

The applicant is seeking to develop a 76,100 sq. ft. precast concrete production facility in multiple phases, located on a 75-acre expanse of the subject parcel located at 3798 Selvitz Road. The site is situated to the east of Selvitz Road and west of Fort Pierce Central High school, adjacent to many existing industrial users along this corridor. The property is owned by Cargill Juice N America Inc, and a portion is subject to a purchase agreement with Precast Specialties, LLC. (PCS). Action to rezone the property from the St. Lucie County designation to the equivalent City designation is necessary, and sought by the applicant to advance consideration of the subject project.

Future Land Use Designation & Comprehensive Plan

The subject site has a future land use designation of Heavy Industrial (HI). This designation is intended for parcels suitable for industrial development, to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; large business parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum Floor Area Ratio (FAR) of 2.0.

The requested zoning designation is consistent with the Future Land Use element of the Comprehensive Plan.

Existing Conditions

The subject parcel is a former citrus field therefore it remains predominantly vacant and cleared with minor retention ponds on-site. The vegetation present consists primarily of Brazilian pepper trees, vines, herbaceous weeds, and cabbage palms. There are no wetlands or notable topographic features present at the subject site.

Standards for Review

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

- (1) The amendment is consistent with the comprehensive plan;
- (2) The amendment will not have an adverse effect on the ability of the city to:
 - a. Satisfy land and water use needs; and
 - b. Meet transportation demands and provide community facilities and services; and
- (3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan, holding a future land use designation of Heavy Industrial (HI). Furthermore, the amendment should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the designation of lands; when location and characteristics are appropriate, to provide manufacturing and processing facilities, distribution facilities, warehousing, and intensive commercial uses to promote the City's position as a major employment center. Specific uses and developments shall comply with established land development regulations, and seek to ensure minimal impacts to neighboring uses or districts.

Technical Review Committee

All affected departments have reviewed the proposed Zoning Atlas Amendment for consistency with the requirements of the City Code.

Property Owner Response Summary:

A total of 49 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As October 25, 2016, 1 response was received in opposition to the request. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation:

The Planning Board, at their October 11th, 2016 meeting, voted unanimously to recommend approval of the request.

Staff Recommendation:

The proposed amendment meets the criteria specified in Section 22-131 of the City Code, and is consistent with the City's Comprehensive Plan, and annexation policies; therefore Staff recommends of approval of the proposed amendment via Ordinance 16-026.

ORDINANCE NO. 16-026

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** PROPERTY GENERALLY LOCATED AT **3798 SELVITZ ROAD**, FROM IH, INDUSTRIAL, HEAVY, A SAINT LUCIE COUNTY ZONING DESIGNATION, TO I-3, HEAVY INDUSTRIAL ZONE, A CITY OF FORT PIERCE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 20th, 2004, the City of Fort Pierce Commission adopted Ordinance K-310 for the purpose of extending the territorial limits of the City of Fort Pierce, Florida to include seven parcels of land generally located between Selvitz Road and 25th Street, North of NSLWCD #101; and

WHEREAS, Ordinance K-310 included in the annexation of Parcel 2432-122-0001-000-5, generally located at 3798 Selvitz Road and containing approximately 177.14 acres; and

WHEREAS, the subject property held a St. Lucie County zoning designation of IH, Industrial, Heavy, prior to annexation; and

WHEREAS, Ordinance K-310 assigned the subject property a zoning designation of I-1, Light Industrial Zone and a Future Land Use Designation of I, Industrial, because the City of Fort Pierce land development code did not feature comparable designations; and

WHEREAS, On June 4th, 2007, the City of Fort Pierce Commission adopted Ordinance L-493, which authorized the adoption of the 2007 Comprehensive Plan (Re-Write) which provides goals, policies, and objectives guiding and controlling future development within the City; and

WHEREAS, Ordinance L-493, adopted the 2007 Comprehensive Plan which assigned a newly established HI, Heavy Industrial, Future Land Use Designation to properties containing heavy industrial land uses (i.e., the use of the property at the time was heavy industrial), including said parcel; and

WHEREAS, on December 1st, 2008, the City of Fort Pierce Commission adopted Ordinance L-63, to create a Heavy Industrial (I-3) Zoning District and established applicable guidelines accordingly; and

WHEREAS, On December 5th, 2011, the City of Fort Pierce Commission adopted Ordinance L-226, a corrective ordinance, restoring the original zoning classification, of IH, Industrial, Heavy, held within St. Lucie County, which is consistent with general annexation policy of the City and the Florida Statutes; and

WHEREAS, the applicant seeks rezoning of a portion of Parcel 2432-122-0001-000-5, from IH, Industrial Heavy, a St. Lucie County designation, to Heavy Industrial (I-3) Zoning District, a City of Fort Pierce designation, to further consideration of development of the property pursuant to applicable land development regulations and Comprehensive Plan adopted by the City of Fort Pierce; and

WHEREAS, the proposed zoning atlas amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety

and general welfare as required by City Code 22-131; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 11th, 2016 meeting, voted unanimously to recommend approval of the request;

NOW, THEREFORE, 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 ID: 2432-122-0001-000-5 (Southern Portion): A parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie, County, Florida, described as follows: Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence North 00'03'46" East, along the West line of said NW 1/4, a distance of 53.50 feet; thence South 89'56'27" East, departing said West line, 50.00 feet to the East right-of-way line of Selvitz Road and the North right-of-way line of North St. Lucie Water Control District Canal Number 101; thence continue South 89'56'27" East along said North right-of-way line, 1223.12 feet to the POINT OF BEGINNING: thence North 00'49'02" East, departing said North right-of-way line, 801.18 feet; thence North 51'03'36" West, 241.52 feet; thence North 00-49'02" East, 235.44 feet; thence South 89'56'27" East, 2869.36 feet; thence South 01'11'00" West, 1199.37 feet to the aforesaid North right-of-way line of Canal Number 101; thence North 89'56'27" West, along said North right-of-way line, 2631.54 feet; thence North 00'03'33" East, 11.00 feet; thence North 89'56'27" West, 40.00 feet to the POINT OF BEGINNING.

Said property containing 75.00 acres, more or less.

and further depicted on Exhibit "A", attached hereto and incorporated herein, shall be and the same is hereby rezoned from IH, Industrial, Heavy (St. Lucie County), to I-3, Heavy Industrial Zone; said properties being generally located at 3798 Selvitz Road in Fort Pierce, Florida.

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 ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage thereof.

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. 16-026 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 _____, by the City Commission of the City of Fort Pierce, Florida.

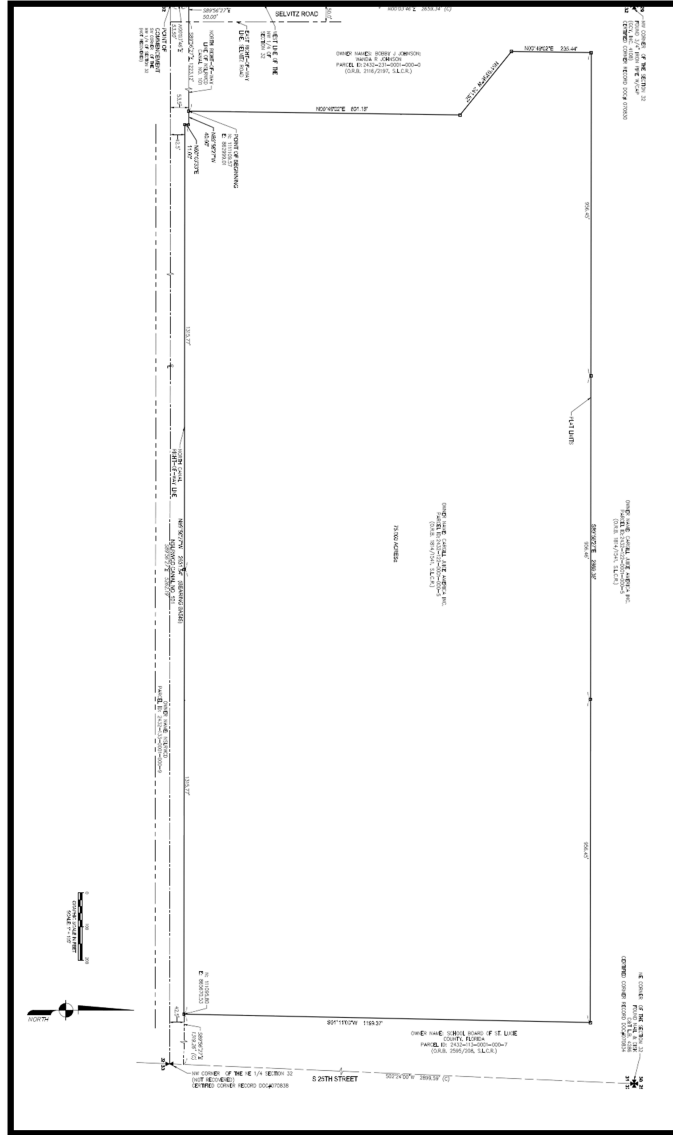
IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____.

MAYOR COMMISSIONER _____

CITY CLERK _____

(CITY SEAL)

EXHIBIT A-1
Sketch & Legal Description of Subject Property



Parcel ID: 2432-122-0001-000-5 (Southern Portion): A parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie, County, Florida, described as follows: Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence North 00°03'46" East, along the West line of said NW 1/4, a distance of 53.50 feet; thence South 89°56'27" East, departing said West line, 50.00 feet to the East right-of-way line of Selvitz Road and the North right-of-way line of North St. Lucie Water Control District Canal Number 101; thence continue South 89°56'27" East along said North right-of-way line, 1223.12 feet to the POINT OF BEGINNING: thence North 00°49'02" East, departing said North right-of-way line, 801.18 feet; thence North 51°03'36" West, 241.52 feet; thence North 00°49'02" East, 235.44 feet; thence South 89°56'27" East, 2869.36 feet; thence South 01°11'00" West, 1199.37 feet to the aforesaid North right-of-way line of Canal Number 101; thence North 89°56'27" West, along

said North right-of-way line, 2631.54 feet; thence North 00°03'33" East, 11.00 feet; thence North 89°56'27" West, 40.00 feet to the POINT OF BEGINNING.
Said property containing 75.00 acres, more or less.



Access Drive

Selvitz Road

Proposed Development Site
(75 acres)

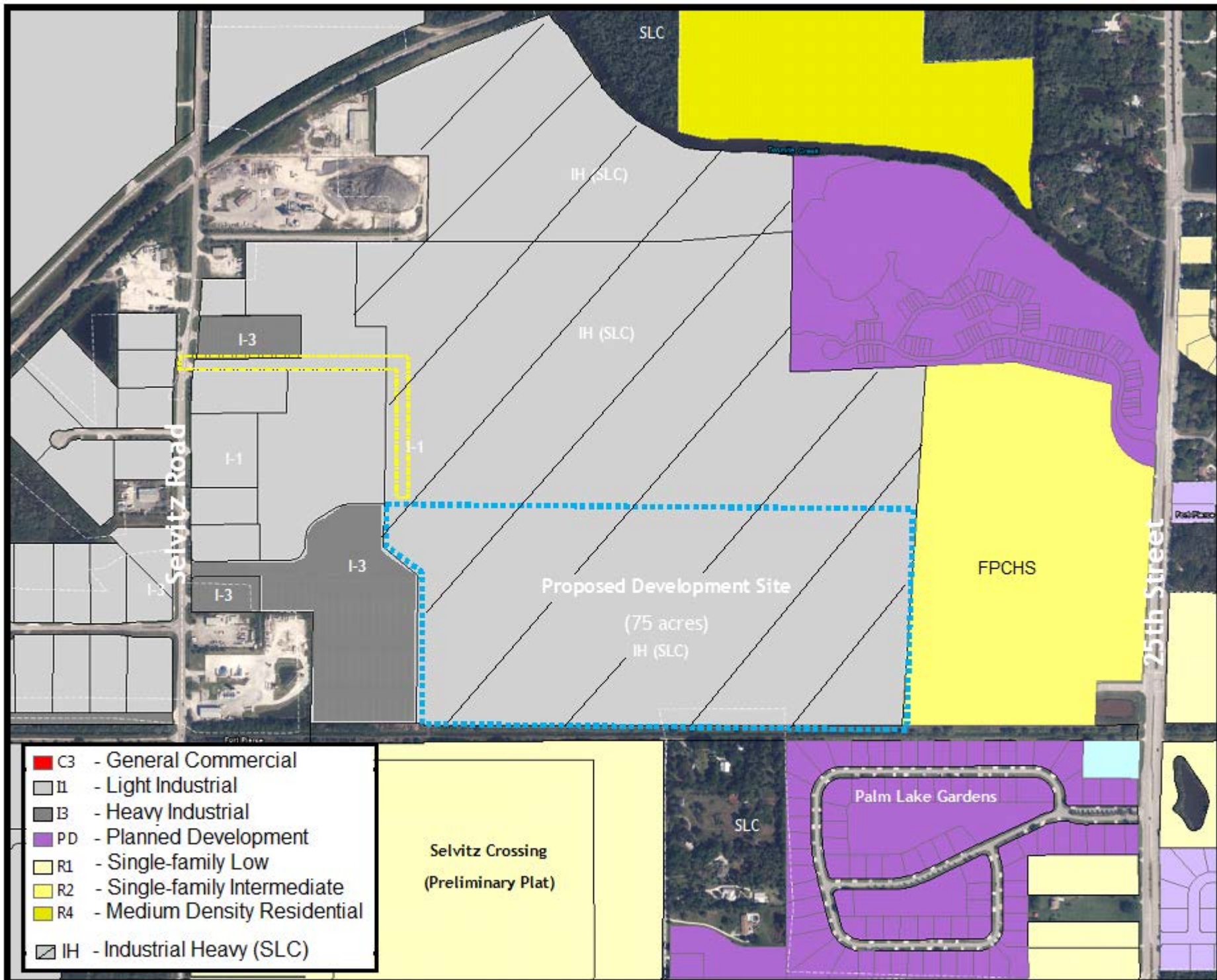
25th Street



Precast Specialties, Inc. – Site Aerial

3798 Selvitz Road







CITY OF FORT PIERCE

PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN REDEVELOPMENT ♦ ZONING

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed & Legal Description
- St. Lucie County Property Record Card
- Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- Current Survey
- Environmental Study
- Traffic Impact Report
- *** Capacity Analysis-Separate Form
- Drainage Analysis
- Historical Report
- 1 CD of all documents submitted in PDF
- Other _____

1. Property Address/Location: 3798 Selvitz Road
2. Property Tax ID(s): 2432-122-001-000-5
3. Total Acreage: 160.43 acres; Affected Acreage: 75 acres
4. Existing Future Land Use Designation: Heavy Industrial
5. Existing Zoning Classification: I1 - Light Industrial

- 6. Proposed Zoning Classification: I3 - Heavy Industrial
- 7. Other applications being submitted concurrent with this application, if any: preliminary/final plat & site plan
- 8. Describe the existing uses, improvements and structures on the amendment lands: The Property is currently vacant and was previously utilized as an orchard.
- 9. Are there any identified or possible historical structures on the amendment lands? No
- 10. The reason for making this request: The Applicant desires to rezone the Property to allow for the development of a significant employment generating precast concrete facility.

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Vacant - former orchard	Heavy Industrial (HI)	I1 - Light Industrial
South	SW - Vacant S - Single Family Home SE - Palm Lake Gardens	Residential Low Density(RL) County - Residential Suburban(RS) Residential Low Density(RL)	R1 - Single Family County - AR - Ag Residential PD - Planned Development
East	Ft. Pierce Central High School	Residential Low Density(RL)	R2 - Single Family Intermediate
West	Vacant	Heavy Industrial (HI)	I1 - Light Industrial

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Heavy Industrial (HI)	I1 - Light Industrial	6,534,000 SF (2.0 FAR) Max	75 acres	X
Proposed	Same	I3 - Heavy Industrial	6,534,000 SF (2.0 FAR) Max 76,100 SF Proposed	75 acres	N/A

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	9,512.5 Total gallons per day 76,100 SF x 0.125 GPD per SF
Proposed Zoning	9,512.5 Total gallons per day 76,100 SF x 0.125 GPD per SF

Change in Demand	0 Total gallons per day - There is no change rezoning from I1 to I3
-------------------------	--

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	7,610 Total gallons per day 76,100 x 0.10 GPD per SF
Proposed Zoning	7,610 Total gallons per day 76,100 x 0.10 GPD per SF
Change in Demand	0 Total gallons per day - There is no change rezoning from I1 to I3

C. Parks and Recreation (Residential Classifications Only): Not Applicable (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			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): Not Applicable 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		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

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	46 YD - two 20 YD containers in production area and one 6 yard office dumpster
Proposed Zoning	46 YD - two 20 YD containers in production area and one 6 yard office dumpster
Change in Demand	0 YD - There is no change in waste rezoning from I1 to I3

F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year - 1 day storm event)	
Impact	There is no change in drainage impacts associated with the change in zoning. All drainage will be accommodated on-site in the proposed lake. Discharge will be controlled up to the 25 year, 3 day storm event with outfall to the adjacent NSLWCD 101 Canal.

III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning	3,430	563 / 545
Proposed Zoning	506	149 / 162
Change in Demand	-2,924 Trips	-414 / -383 Trips
Impact to Capacity	There is no impact to capacity.	

12. Name of Owner(s): Cargill Juice N. America Inc.
 Mailing Address: PO Box 5626
 City Minneapolis, MN 55440 State _____ Zip _____
 Phone # _____
 E-mail: _____

13. Name of Applicant: Dean Locke - Precast Specialties, LLC
 Mailing Address: 1380 NE 48th Street
 City Pompano Beach State Florida Zip 33064
 Phone # (561) 758-7950 Fax # _____
 E-mail: mrupp@precastspecialties.com

14. Name of Representative: Jennifer Morton / Steve Pickett - JMorton Planning & Landscape Architecture
 Mailing Address: 3920 RCA Boulevard, Suite 2002
 City Palm Beach Gardens State Florida Zip 33410
 Phone # (561) 371-9384 / (561) 721-4461 Fax # N/A
 E-mail: jmorton@jmortonla.com / spickett@jmortonla.com

15. Applicant Acknowledgements (Owner’s signature must be notarized)

I certify that: (Check One)

_____ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Cargill Juice North America, Inc.

Tom Abrahamson 8-29-16
Applicant's Signature Date

15407 McGinty Road West MN 55391
Address State Zip

(952) 742-6777 Tom_Abrahamson@cargill.com
Phone Fax E-mail Address

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Cargill Juice North America, Inc. (952) 742-6777
Property Owner's Name (Please Print) Phone

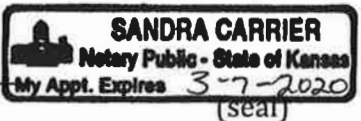
15407 McGinty Road West MN 55391
Address State Zip

Cargill Juice North America, Inc.
Tom Abrahamson 8-29-16
Property Owner's Signature Date

~~STATE OF FLORIDA~~
~~ST. LUCIE COUNTY~~ KANSAS SEDGWICK

The foregoing instrument was acknowledged before me this 29th day of AUGUST, 2016, by Tom Abrahamson who is personally known to me or has produced as identification.

Sandra Carrier
Signature of Notary



OFFICE USE:
DATE RECEIVED: _____ Signed: _____
File Number: _____ Check No: _____ Receipt No: _____
TRC Review: _____ Planning Board Review: _____ City Commission: _____
Ordinance No: _____ Date Approved: _____

Ownership

Cargill Juice N America Inc
PO Box 5626
Minneapolis, MN 55440

Legal Description

32 35 40 THAT PART OF SEC MPDAF:BEG NW COR OF NE 1/4 RUN N 85 47 50 E ALG SEC LI 694.56 FT,TH S 01 09 02 W 765.50 FT,TH N 88 07 52 E 682.40 FT,TH S 01 49 35 W 594.97 FT,TH S 88 03 45 W 1350.99 FT,TH N 00 25 20 E 1332.57 FT TO POB AND SE 1/4 OF NW 1/4 AND SW 1/4 OF NE 1/4 AND NE 1/4 OF NW 1/4 AND FROM W 1/4 COR RUN N 00 04 06 E ALG W LI OF NW 1/4 53.50 FT,TH S 89 58 19 E 50 FT TO E R/W LI OF SELVITZ RD AND NLY R/W LI OF NSLWCD CANAL NO. 101,TH CONT SE ALG NLY R/W LI 1273.67 FT TO POB;TH N 00 49 02 E 801.37 FT,TH N 51 03 36 W 241.52 FT,TH N 00 49 02 E 228.64 FT,TH CONT NE 967.72 FT,TH WLY 170 FT,TH NELY 460 FT TO N LI OF SEC,TH ELY ALG N LI 400 FT TO NW COR OF NE 1/4 OF NW 1/4,TH S 00 49 04 W ALG W LI OF E 1/2 OF NW 1/4 2284.77 FT TO N LI OF NSLWCD CANAL NO. 101,TH N 89 58 19 W ALG N LI 40 FT TO POB (160.43 AC) (OR 1814-1541)

Current Values

Just/Market Value: \$4,452,340
Assessed Value: \$90,764
Exemptions: \$0
Taxable Value: \$90,764
Taxes for this parcel: SLC Tax Collector's Office



Total Areas

Finished/Under Air (SF): 936
Gross Area (SF): 936
Land Size (acres): 160.43
Land Size (SF): 6,988,331

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Sep 30, 2003	1814 / 1541	XX01	WD	Sunpure LTD,	\$2,932,900
Oct 16, 1997	1104 / 2339	XX01	WD	BECKER HOLDING CORP	\$581,200
Apr 1, 1986	0495 / 2537	XX02	CV		\$406,200

Building Information (1 of 1)

Finished Area: 936 SF
Gross Total Area: 936 SF

Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Hip
Building Type: UT4	Year Built: 1990	Frame:
Grade: Y_D	Effective Year: 1990	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

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

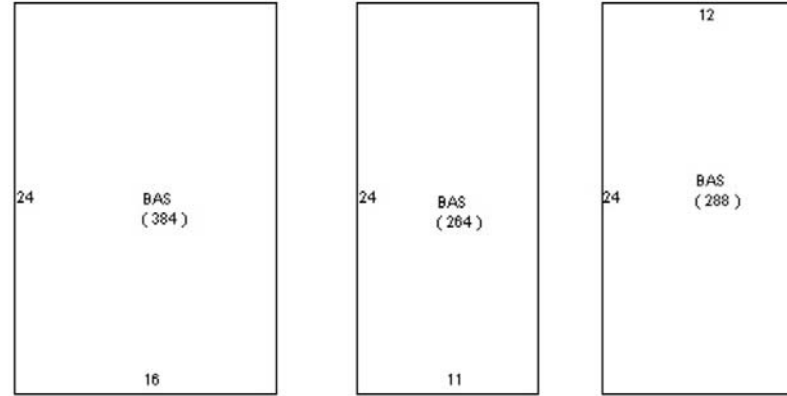
Special Features and Yard Items

Type	Qty	Units	Year Blt
SINGLE LIGHT	1	2	1990
DOUBLE LIGHT	1	3	1990
CHAINLINK 6'	1	300	1990
TRIPLE LIGHT	1	1	1990

Current Year Values

Current Values Breakdown

Current Year Exemption Value Breakdown



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	936	936	222

Building:	\$15,400
Land:	\$4,436,940
Just/Market:	\$4,452,340
Ag Credit:	\$4,356,429
Save Our Homes or 10% Cap:	\$5,147
Assessed:	\$90,764
Exemption(s):	\$0
Taxable:	\$90,764

Tax Year	Grant Year	Code	Description	Amount
----------	------------	------	-------------	--------

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2011	0041	436.4	Fort Pierce Stormwater Charge	\$23,565.60
2013	0054	160.43	North St. Lucie Water Management District	\$2,005.38

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office [☑](#).

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2015	\$4,452,340	\$90,764	\$0	\$90,764
2014	\$4,452,440	\$86,441	\$0	\$86,441
2013	\$4,438,940	\$82,511	\$0	\$82,511

Permits

Number	Date	Description	Amount	Fee
BP09-1554	Sep 7, 2010	Alterations/Remodeling	\$65,000	\$900
BP10-1492	Oct 19, 2010	Alterations/Remodeling	\$10,000	\$175
BP10-1495	Oct 20, 2010	Fence	\$14,700	\$158
BP12-0916	Jul 17, 2012	Electric	\$2,250	\$100
BP13-1467	Sep 9, 2013	Alterations/Remodeling	\$41,000	\$426
BP14-1973	Sep 11, 2014	Alterations/Remodeling	\$18,000	\$188
BP16-0279	Mar 2, 2016	Alterations/Remodeling	\$12,000	\$150

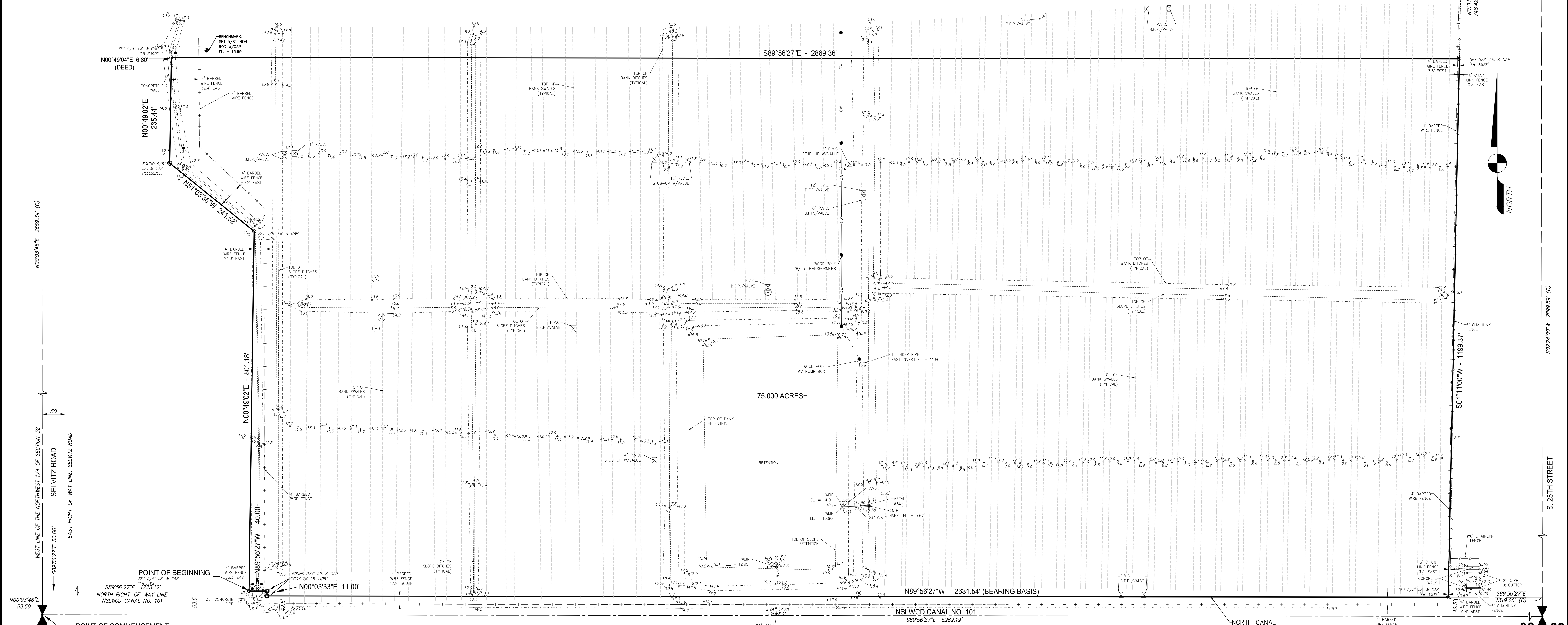
Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

30 29
31 32
SOUTHWEST CORNER OF SECTION 32
FOUND 3/4" IRON PIPE W/CAP
(GCY, INC. 4108)
CERTIFIED CORNER RECORD DOC# 070830

N87°30'25"E 25385.52 (MS)

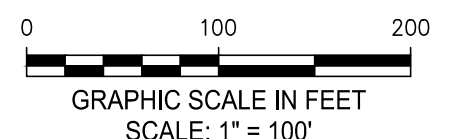
29 28
32 33
NORTHEAST CORNER OF SECTION 32
FOUND NAIL & DISK
C&T L.B. 4286
CERTIFIED CORNER RECORD DOC#070834
SOUTH LINE PLAT RIVER OAKS
(P.B. 54/31, S.L.C.R.)



75.000 ACRES±

SURVEYOR'S REPORT:

1. Reproductions of this sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. No underground improvements were located.
5. Bearings shown hereon are relative to the North right-of-way line of North St. Lucie Water Control District Canal Number 101, having a bearing of South 89°56'27" East.
6. The entire property described hereon lies within Flood Zone X, as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Community Panel No. 120286 0188 J, dated 02/16/2012.
7. Elevations shown hereon are in feet and based on the North American Vertical Datum of 1988 (NAVD 1988).
8. Benchmark Description: National Geodetic Survey Benchmark STL 4, Elevation 18.00 feet (NAVD 1988).
9. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.
10. This map is intended to be displayed at a scale of 1" = 100'.
11. Abbreviation Legend: B.F.P. = Back Flow Preventer; C = Calculated; C = Centerline; C.M.P. = Corrugated Metal Pipe; EL = Elevation; F.B. = Field Book; FD = Found; H.D.P.E. = High-Density Polyethylene Pipe; L.B. = Licensed Business; MS = Measured; NAVD = North American Vertical Datum; NSLWCD = North St. Lucie Water Control District; O.R.B. = Official Records Book; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.V.C. = Polyvinyl Chloride; W/ = With; W/CAP = With Surveyors Cap.



LEGEND

⊙	AIR VALVE
⊙	EXISTING ELEVATION
⊙	MONITORING WELL
⊙	WATER VALVE
⊙	WOOD LIGHT POLE
⊙	WOOD UTILITY POLE

SURVEYOR'S REPORT:

I HEREBY CERTIFY that the attached Boundary and Topographic Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary and Topographic Survey meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 7/08/2016

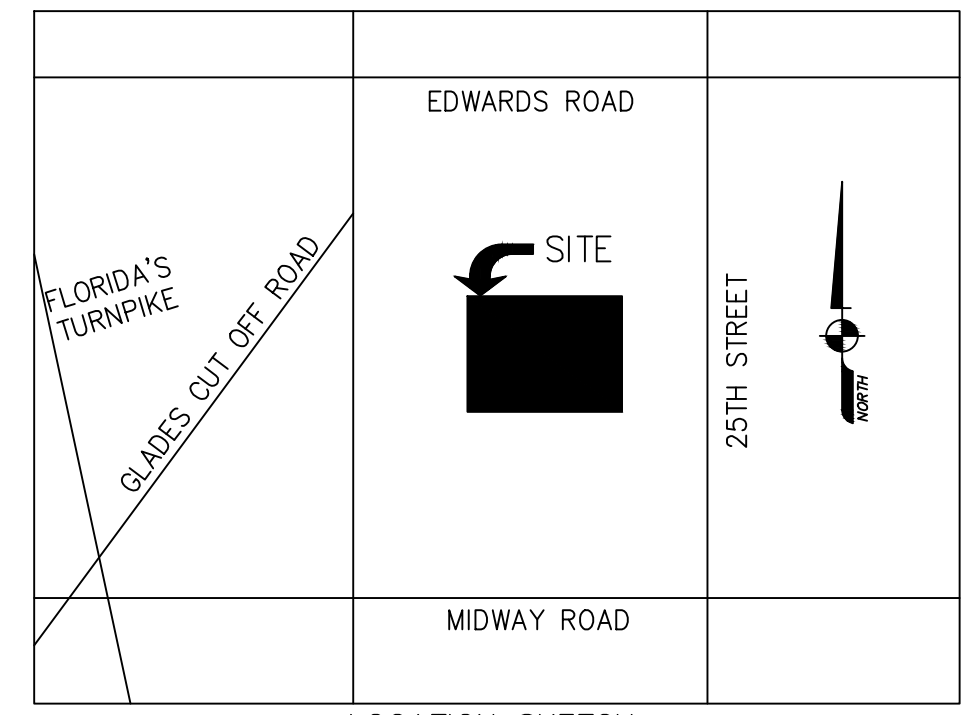
Michael D. Avrom
MICHAEL D. AVROM, P.L.S.
Florida Registration No. 3268
AVROM & ASSOCIATES, INC.
L.B. No. 3300

LEGAL DESCRIPTION

A parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie, County, Florida, described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence North 00°3'46" East, along the West line of said NW 1/4, a distance of 53.50 feet; thence South 89°56'27" East, departing said West line, 50.00 feet to the East right-of-way line of Selvitz Road and the North right-of-way line of North St. Lucie Water Control District Canal Number 101; thence continue South 89°56'27" East, along said North right-of-way line, 1223.12 feet to the POINT OF BEGINNING; thence North 00°49'02" East, departing said North right-of-way line, 801.18 feet; thence North 51°03'36" West, 241.52 feet; thence North 00°49'02" East, 235.44 feet; thence South 89°56'27" East, 2869.36 feet; thence South 01°11'00" West, 1199.37 feet to the aforesaid North right-of-way line of Canal Number 101; thence North 89°56'27" West, along said North right-of-way line, 2631.54 feet; thence North 00°3'33" East, 11.00 feet; thence North 89°56'27" West, 40.00 feet to the POINT OF BEGINNING.

Said parcel containing 75.000 acres, more or less.



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
7685 SW ELLIPSE WAY, STUART, FLORIDA 34997
TEL. (772) 791-6266, FAX (772) 781-6268
www.AVIROMSURVEY.com
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REVISIONS	DATE	F.B. / PG.	BY	CKD	REVISIONS	DATE	F.B. / PG.	BY	CKD

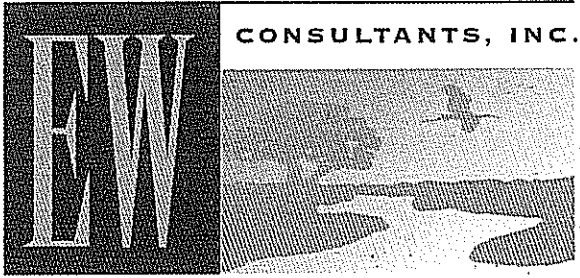
BOUNDARY AND TOPOGRAPHIC SURVEY
PRECAST SPECIALTIES, LLC
SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

PRECAST SPECIALTIES, LLC
CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

JOB #: 10188
SCALE: 1" = 100'
DATE: 05/13/2016
BY: J.A.S.
CHECKED: D.A.H.
F.B. S-26 PG. 15-22
SHEET 1 OF 1

EW CONSULTANTS, INC.

NATURAL RESOURCE MANAGEMENT, WETLAND, AND ENVIRONMENTAL PERMITTING SERVICES



FT. PIERCE PRECAST & CONCRETE FACILITY

ENVIRONMENTAL IMPACT REPORT

Prepared by:

EW CONSULTANTS, INC.

August 2016

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INTRODUCTION

The 75± acre-property covered by this Environmental Impact Report is located within Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida (Figures 1&2). The property is bordered to the north by unimproved pasture, to the east by Fort Pierce Central High School, to the south by improved and unimproved pasture as well as single family residential development, and to the west by a mixed use commercial/industrial yard.

PURPOSE AND INTENT

This report has been prepared to document potential environmental impacts on a 75 ± acre property referred to as the Precast & Concrete Facility. The subject property is currently undeveloped and managed as improved pasture with associated features including ditches and a storm-water retention basin.

This report has been prepared in accordance with City of Ft. Pierce, Code of Ordinances, Chapter 22 and Section 11.02.09.A.5 “Environmental Impact Report” of the St. Lucie County Land Development Code. The review of the applicability criteria and thresholds listed under Section 11.02.09.A.5.a.1 reveals that the following criteria apply to this property

- The property is more than ten (10) acres
- The property contains surface waters in the form of man-made ditches and a storm-water retention basin

The following requirements of the St. Lucie County Land Development Code are not applicable to this project:

- The proposed development is not located within the One Hundred Year Flood Plain
- The property is not identified on the Native Habitat Inventory Final Report dated 2004 (Inventory of Native Ecosystems for St. Lucie County)

PROPERTY DESCRIPTION

The subject property is currently undeveloped and managed as improved pasture. Management practices and the presence of livestock have retained the land in its current condition. Historical aerial imagery from c.1999 indicates that at least half of the property was previously planted with row crops which was likely citrus. The pastures are now vegetated with typical pasture grasses and ruderal weeds.

Surface waters in the form of man-made ditches and a retention basin are present on the property. Native and exotic wetland vegetation occur scattered within the ditches and retention basin, but does not constitute an intact native habitat.

SOILS

A soils map obtained from the USDA Web Soil Survey and with the property boundary is attached in Appendix A of this report. According to the soil map, seven soil types are found on the subject property. The description of these soils, in their natural state, according to the St. Lucie County Soil Survey is provided below:

Ankona and Farmton sands – This poorly drained, nearly level soil is on broad flatwoods. Slopes are smooth to concave and are less than 1 percent in most places, but they range to 2 percent along the edges of depressional areas. Included with this soil in mapping are small areas of Electra, Lawnwood, and Waveland soils. The included soils make up about 15 percent of any mapped area. The water table is within a depth of 10 inches for 1 to 4 months and between depths of 10 to 40 inches for 6 months or more during most years. Permeability is rapid in the surface and subsurface layers, very slow to slow in the upper part of the subsoil, and moderately rapid to rapid in the lower part of the subsoil and substratum. In most areas, typical natural vegetation is south Florida slash pine and an understory of saw palmetto, wax myrtle, pawpaw, inkberry, fetterbush, lopsided indiagrass, creeping bluestem, chalky bluestem, Florida threeawn and pineland threeawn.

Floridana sand, depressional – This very poorly drained, nearly level soil is in wet depressional areas and on broad low flats. Slopes are smooth to concave and are less than 1 percent in most places, but they range from 0 to 2 percent. Included with this soil in mapping are small areas of Pineda, Riviera, and Winder soils. The included areas make up less than 15 percent of the map unit. Floridana sand is ponded for more than 6 months annually. Available water capacity is medium in the surface layer and subsoil and low in the subsurface layer. Permeability is rapid in the surface and subsurface layers and slow to very slow in the subsoil. Internal drainage is slow because of a shallow water table. Typical natural vegetation is sandweed and sand cordgrass in the depressional areas and wax myrtle on broad low flats.

Oldsmar sand, depressional – This nearly level soil is typically found in depressional areas in flatwoods. These areas are more poorly drained than surrounding flatwoods. Slopes are smooth to concave and range from nearly level in the center of the depression to 2 percent toward the edge. Included with this mapping are small areas of Riviera soil and soils which have a dark surface layer 10 or more inches thick. Also included are a few areas that do not have a dark sandy subsoil and a few areas that have a dark subsoil at a depth of less than 30 inches. The included soils make up 25 percent or less of any mapped area. The water table in Oldsmar sand is above the surface for 6 to 9 months or more in most years. Available water capacity is very low in the surface and subsurface layers and medium in the rest of the soil. Permeability is rapid in the surface and subsurface layers, moderate to moderately rapid in the sandy part of the subsoil, and slow to very slow in the loamy part of the subsoil. In most of the acreage, typical natural vegetation is scattered to dense sandweed, stillingia, longleaf threeawn, maidencane, and sand cordgrass.

Riviera fine sand, 0 to 2 percent slopes – This poorly drained, nearly level soil is typically found in hammocks and along drainage ways. Slopes are smooth to convex and range from 0 to 2 percent. Included with this soil in mapping are small areas of Wabasso, Wabasso Variant,

Floridana, Hallandale, Pineda, Winder Variant and Winder soils. The included areas make up less than 20 percent of any mapped area. This Riviera soil has a water table at a depth of less than 10 inches for 2 to 4 months in most years, and at a depth of 10 to 30 inches for most of the rest of the year. Only for short periods in dry seasons is the water table below a depth of 40 inches. Available water capacity is low in the surface and subsurface layers and moderate in the subsoil and substratum. Permeability is rapid in the surface and subsurface layers, slow to very slow in the subsoil, and rapid in the substratum. Nearly all of the acreage has been cleared and is planted to citrus. Typical natural vegetation is cabbage palms and scattered longleaf pine and slash pine and an understory of wax myrtle and saw palmetto.

Susanna and Wauchula sands – This poorly drained, nearly level soil is on the flatwoods. Slopes are smooth to convex and range from 0 to 2 percent. Included with this soil in mapping are small areas of Ankona, Chobee, Nettles, Pepper, Pineda, Riviera, Tantile, Wabasso, and Winder soils. The included soils make up less than 20 percent of any mapped area. The water table is at a depth of less than 10 inches for 1 to 4 months and within a depth of 40 inches for about 6 months in most years. It is perched above the soil during the summer rainy seasons and after periods of heavy rainfall. During the dry seasons, the water table may recede to a depth of below 40 inches. Available water capacity is low in the surface layer, very low in the subsurface layers, and medium in the layers below. Permeability is rapid in the surface and subsurface layers, very slow to moderately slow in the subsoil, and moderately rapid to rapid in the substratum. In a large part of the acreage, typical natural vegetation is open forest of south Florida slash pine and an understory of saw palmetto, running oak, inkberry, and fetterbush. The most common native grasses are pineland threeawn and Florida threeawn.

NATURAL COMMUNITIES AND LAND COVER

The following is a summary of the land cover and vegetation communities found on the subject site. Land cover and vegetative community classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the vegetative communities on the subject property. Observed and potential listed wildlife species presence and usage of the habitat is further discussed in the subsequent section of this report.

There are three different FLUCFCS classifications currently present on the site including improved pasture (211), the ditches that network throughout the site are classified as streams and waterways (510), and the water retention basin is categorized as a reservoir less than 10 acres (534).

A land cover map of the observed community types is included as Figure 3 in the appendix of this report. The land cover types observed on the property are described as follows:

211 Improved Pasture – 68.1 ± acres

This land cover accounts for the upland portions of the property. Vegetation assemblages within this land cover type is predominantly short, herbaceous grass and ruderal weeds with dominant species including bahia grass (*Paspalum notatum*), dropseed grass (*Sporobolus* spp.),

guinea grass (*Panicum maximum*), dog fennel (*Eupatorium* spp.), ragweed (*Ambrosia*), shrubby false buttonweed (*Spermacoce verticillata*), pepperweed (*Lepidium* sp.), Caesar weed (*Urena lobata*) and sandspur grass (*Cenchrus* sp.). Taller vegetation consisted of Brazilian pepper (*Schinus terebinthifolius*), earleaf acacia (*Acacia auriculiformis*) and sabal palms (*Sabal palmetto*) which was observed most commonly as seedlings.

510 Ditches – 3.2 ± acres

A system of drainage ditches extends throughout the property. The ditches are approximately 10-15 feet wide and are typically vegetated with scattered Carolina willow (*Salix caroliniana*), primrose willow (*Ludwigia peruviana*), Caesar weed (*Urena lobata*), cattail (*Typha* spp.), swamp fern (*Blechnum serrulatum*), Brazilian pepper and Old-world climbing fern (*Lygodium microphyllum*). Some of these ditches are connected and extend beyond the limits of the property. The sides of the ditches have steep slopes with no littoral shelves.

534 Reservoir less than 10 acres – 3.7 ± acres

A water retention basin is located within the central-southern half of the property. The reservoir is surrounded by an earthen levee and contains surface water. Vegetation within the reservoir consists of jointed spike rush (*Eleocharis interstincta*), soft rush (*Juncus effusus*), flat sedges (*Cyperus* spp.), dropseed grass (*Sporobolus* spp.), wax myrtle (*Myrica cerifera*), guinea grass and primrose willow.

NON LISTED WILDLIFE SPECIES

The pasture, ditch network and retention basin provide habitat for numerous non-listed wildlife species. Observations from the site visit conducted in August, 2016 included sightings of or observations of signs of the following wildlife:

Black bellied whistling duck with juveniles
Marsh hawk (Hen harrier)
Chimney swifts
Mocking bird
Marsh rabbit
Wild hog
Black racer

LISTED SPECIES

No listed plant or animal species nor sign of listed species were observed on the property. The absence of native habitat combined with active agricultural and land management practices has left the property very degraded and inappropriate for most listed plant and animal species.

PROPOSED IMPACTS FROM DEVELOPMENT

The majority of the 75-acre site will be occupied by the proposed concrete plant. The plant development will include an office building, parking areas, large storage and loading areas, production and finishing areas, and a large retention pond. Because there is no native upland or wetland habitat present on the site, the environmental impacts are minimal. There are surface waters in the form of drainage ditches and an existing retention area that will be filled for the development. However, there is no significant wetland habitat and no listed wildlife species utilizing these areas. Permits will be obtained from South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (COE) that will address impacts to surface waters. If any compensatory mitigation is required for surface water impacts, it will be provided through purchase of credits at an off-site mitigation bank.

LIST OF FIGURES


1. LOCATION MAP
2. QUAD MAP
3. AERIAL MAP
4. FLUCFCS MAP

ATTACHMENT

1. SOILS REPORT

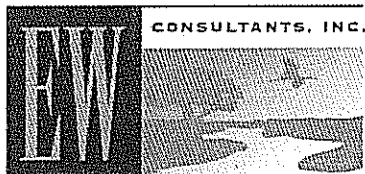


LEGEND

 - SITE (75.0+/- AC)

0 2,000 Feet

**FORT PIERCE PRE-CAST FACILITY
LOCATION MAP**



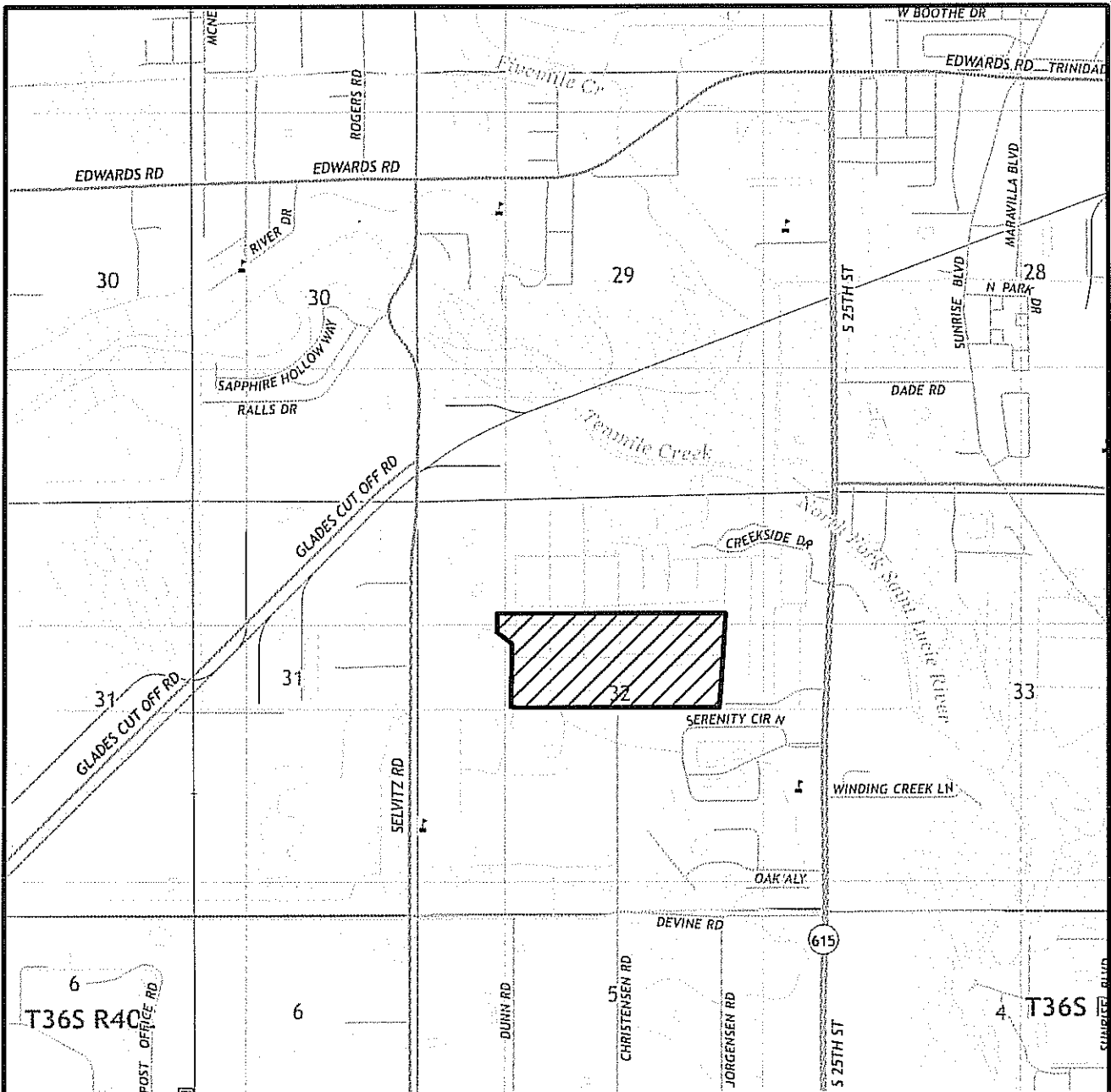
EW CONSULTANTS, INC.

601 HERITAGE DRIVE, SUITE 124
JUPITER, FLORIDA 33458
561-623-5475 FAX 561-623-5481
WWW.EWCONSULTANTS.COM

DATE: AUG 2016

FIGURE

1



USGS 2015 QUAD MAP "FORT PIERCE", SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FORT PIERCE, CITY OF FORT PIERCE, ST LUCIE COUNTY, FLORIDA, LATITUDE 27°23'26" LONGITUDE -80°21'31"

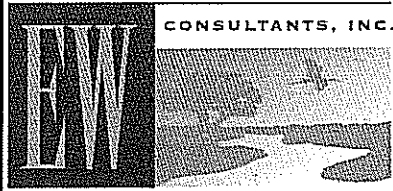
LEGEND

 - SITE (75.0± AC)



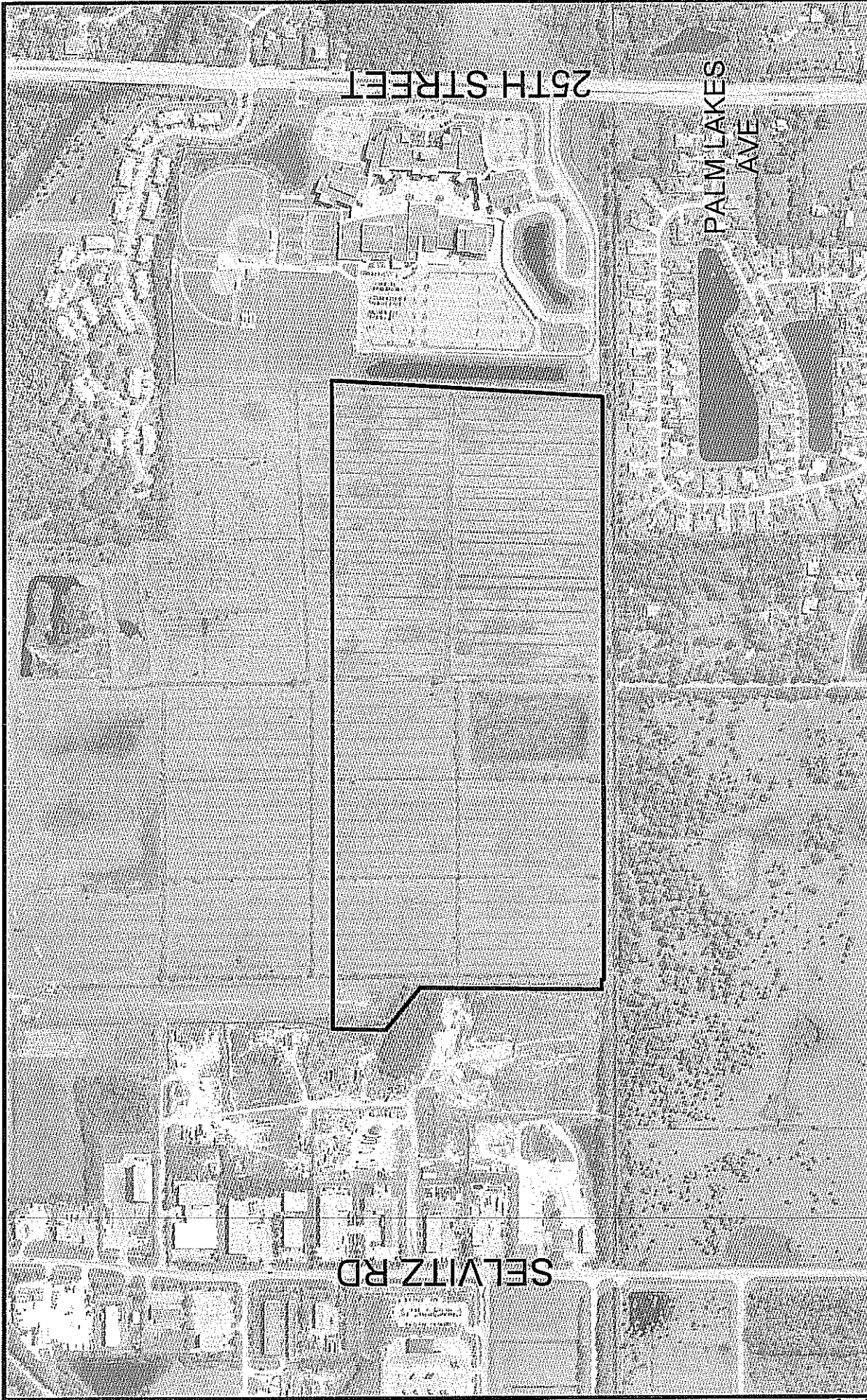
**FORT PIERCE PRE-CAST FACILITY
QUAD**

Fort Pierce Precast Facility.dwg QUAD

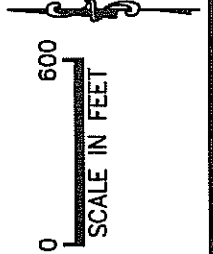


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601 HERITAGE DRIVE, SUITE 124
JUPITER, FLORIDA 33458
561-623-5475 FAX 561-623-5481
WWW.EWCONSULTANTS.COM

AUG 2016
FIGURE
2



DOT AERIALS DATED 2016

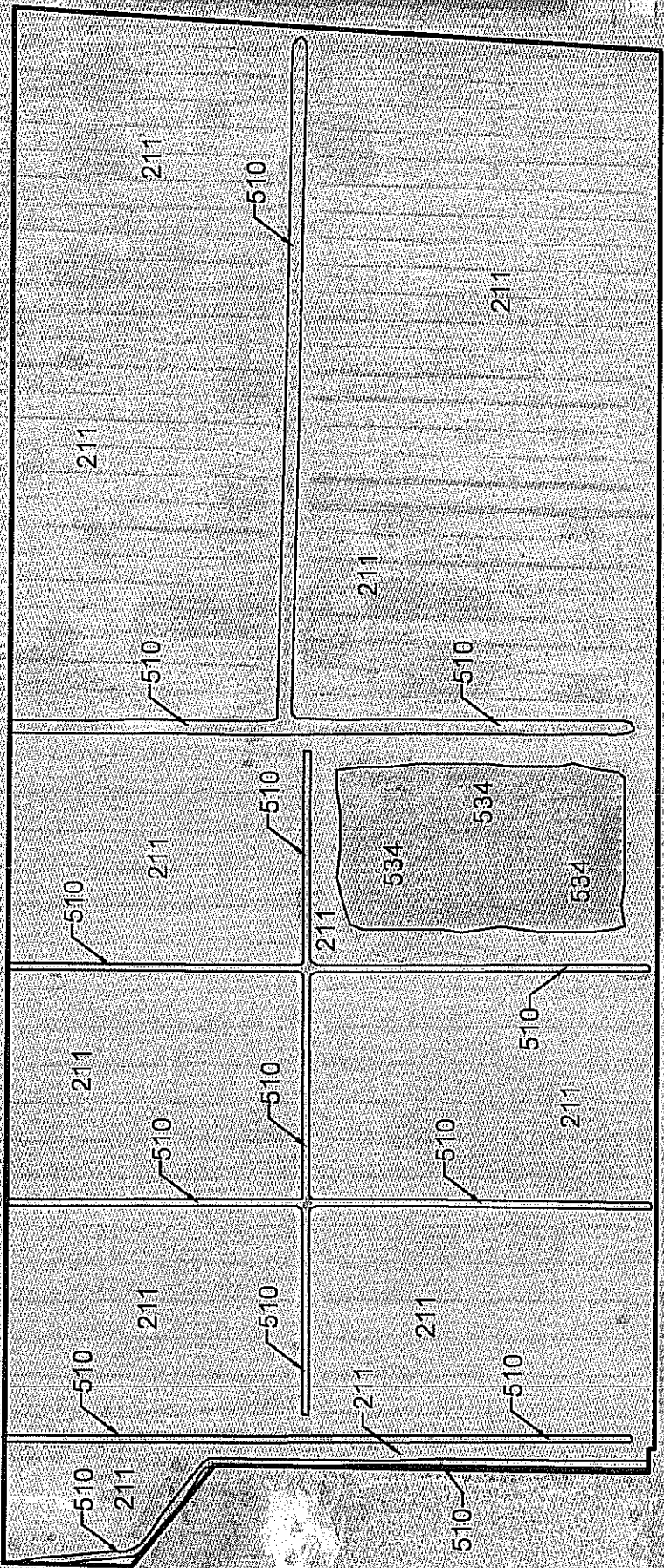


FORT PIERCE PRE-CAST FACILITY AERIAL


 CONSULTANTS, INC.
EW CONSULTANTS, INC.
 801 HERNDON DRIVE, SUITE 124
 JUPITER, FLORIDA 33409
 888-423-6472 FAX 888-423-6461
 WWW.EWCONSULTANTS.COM

AUG 20 16
FIGURE
3

DOT AERIALS DATED 2016



PALM LAKES AVE

LEGEND

- 211 - IMPROVED PASTURE (68.1± AC)
 - 510 - DITCHES (3.2± AC)
 - 534 - RESERVOIRS LESS THAN 10 ACRES (3.7± AC)
- TOTAL SITE (75.0± AC)**



**FORT PIERCE
PRE-CAST FACILITY
FLUCFCS**

EW CONSULTANTS, INC.
GENERALIST, INC.
 801 HERRING DRIVE, SUITE 124
 JUPITER, FLORIDA 33408
 561.763.4444
 WWW.EWCONSULTANTS.COM

**AUG 2016
FIGURE
4**

Soil Map—St. Lucie County, Florida
(FORT PIERCE PRE-CAST FACILITY)



Map Scale: 1:4,850 if printed on A landscape (11" x 8.5") sheet












































Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
 Special Point Features	 Special Line Features
 Blowout	 Water Features
 Borrow Pit	 Streams and Canals
 Clay Spot	 Transportation
 Closed Depression	 Rails
 Gravel Pit	 Interstate Highways
 Gravelly Spot	 US Routes
 Landfill	 Major Roads
 Lava Flow	 Local Roads
 Marsh or swamp	 Background
 Mine or Quarry	 Aerial Photography
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 8, Nov 19, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 15, 2010—Mar 13, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

St. Lucie County, Florida (FL111)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farnton sands	27.6	36.9%
13	Floridana sand, depressional	1.7	2.3%
26	Oldsmar sand, depressional	3.0	4.0%
38	Riviera fine sand, 0 to 2 percent slopes	18.0	23.9%
43	Susanna and Wauchula sands	24.7	32.8%
Totals for Area of Interest		75.0	100.0%

City Commission Regular Meeting**Agenda Item # 11. c.****Meeting Date:** 11/21/2016**Re:** Application for Planned Development (PD) - Mayfair at Lawnwood - 1801 Nebraska Avenue**Submitted For:** Rebecca Grohall, Director, Planning & Zoning**SUBJECT:**

Conclusion of Quasi-Judicial Hearing for a Planned Development of properties generally located at 1801 Nebraska Avenue and Development Plan associated with this district. Continued from 10/3/2016 meeting.

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 ($\frac{1}{4}$) 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

City Manager

City Manager

Form Started By: Kori Benton

Final Approval Date: 10/20/2016

Reviewed By

Jennifer Robinson

Nick Mimms

Date

10/11/2016 04:53 PM

10/12/2016 04:51 PM

Started On: 10/10/2016 03:13 PM



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	<u>Total</u>
Parcel Size	5.24 acres	7.76 acres	2.66 acres	<u>15.66 acres</u>
Development Type	<ul style="list-style-type: none"> • 86 residential units 	<ul style="list-style-type: none"> • 132 residential units 	<ul style="list-style-type: none"> • 40 Bed ACLF/Memory Care Facility or • 5 residential units or • Open space 	<u>223 Residential Units - Maximum</u>
# of Residential Structures	7	11	0*	<u>18</u>
1 Bedroom Units	40	66	0*	<u>106</u>
2 Bedroom Units	42	66	0*	<u>108</u>
3 Bedroom Units	4	0	0*	<u>4</u>

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 (1/4) 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);

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)

EXHIBIT B-1

Development Plan

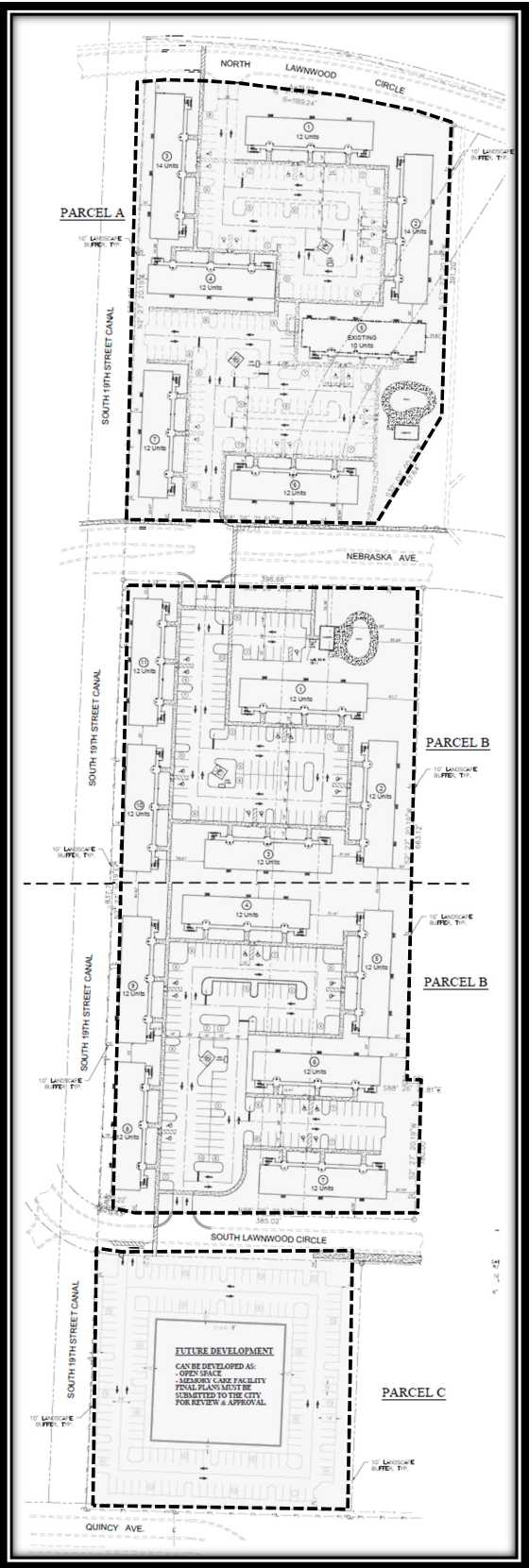



EXHIBIT B-2

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 additional 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

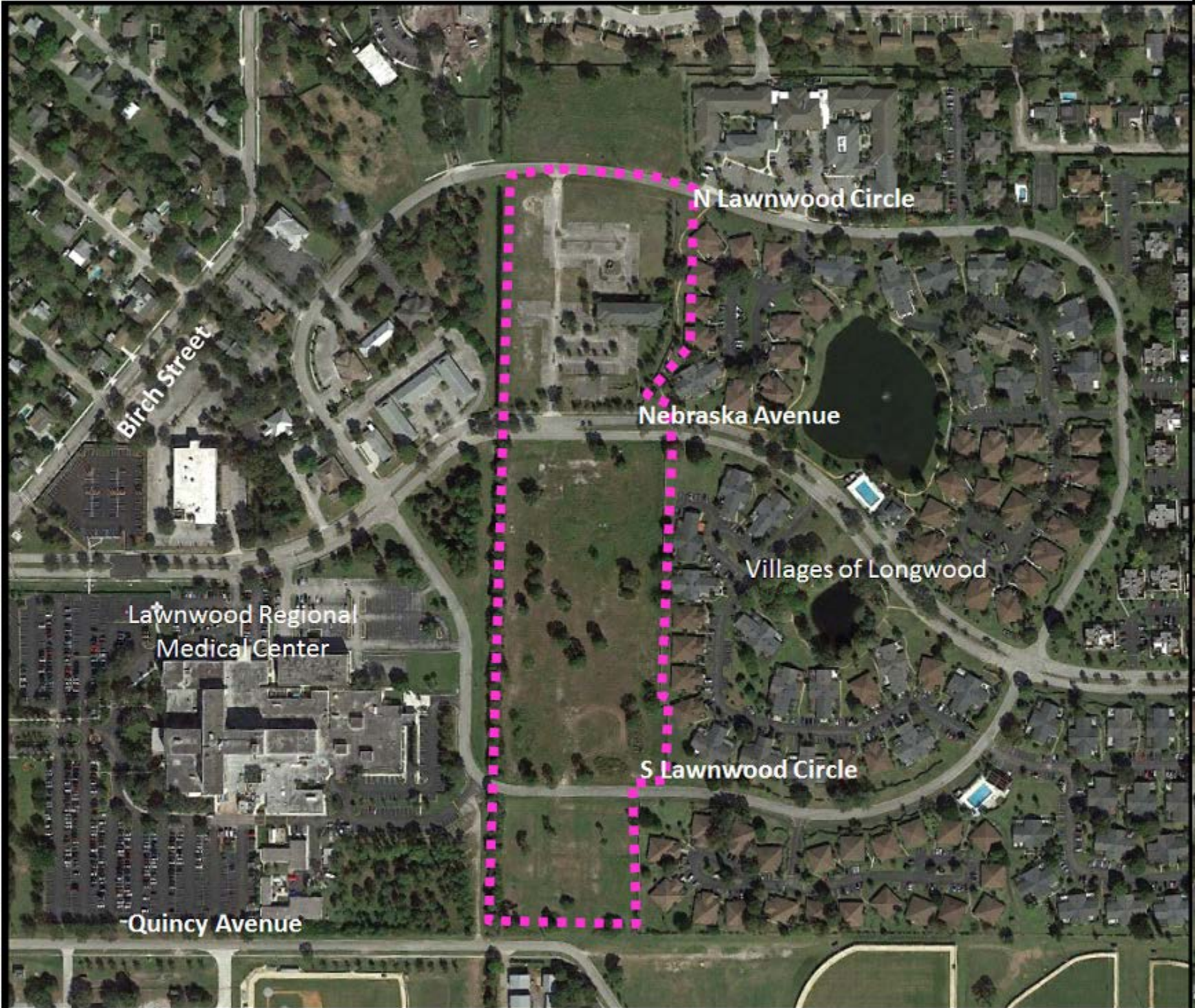
Parcel ID	Acreage
2416-504-0199-000-1	5.35 acres
2416-504-0199-050-6	7.75 acres
2416-504-0199-200-3	2.69 acres
Total	15.8 acres 15.66 acres Surveyed
Existing Land Use	RM – Residential Medium
Proposed Land Use	RM – Residential Medium
Existing Zoning	PUD /PD
Proposed Zoning	PUD /PD
Adjacent Zoning	
North	R-4
South	OS-1
East	PUD /PD
West	C-1
FEMA Firm	12111C0187J
Flood Zone	X

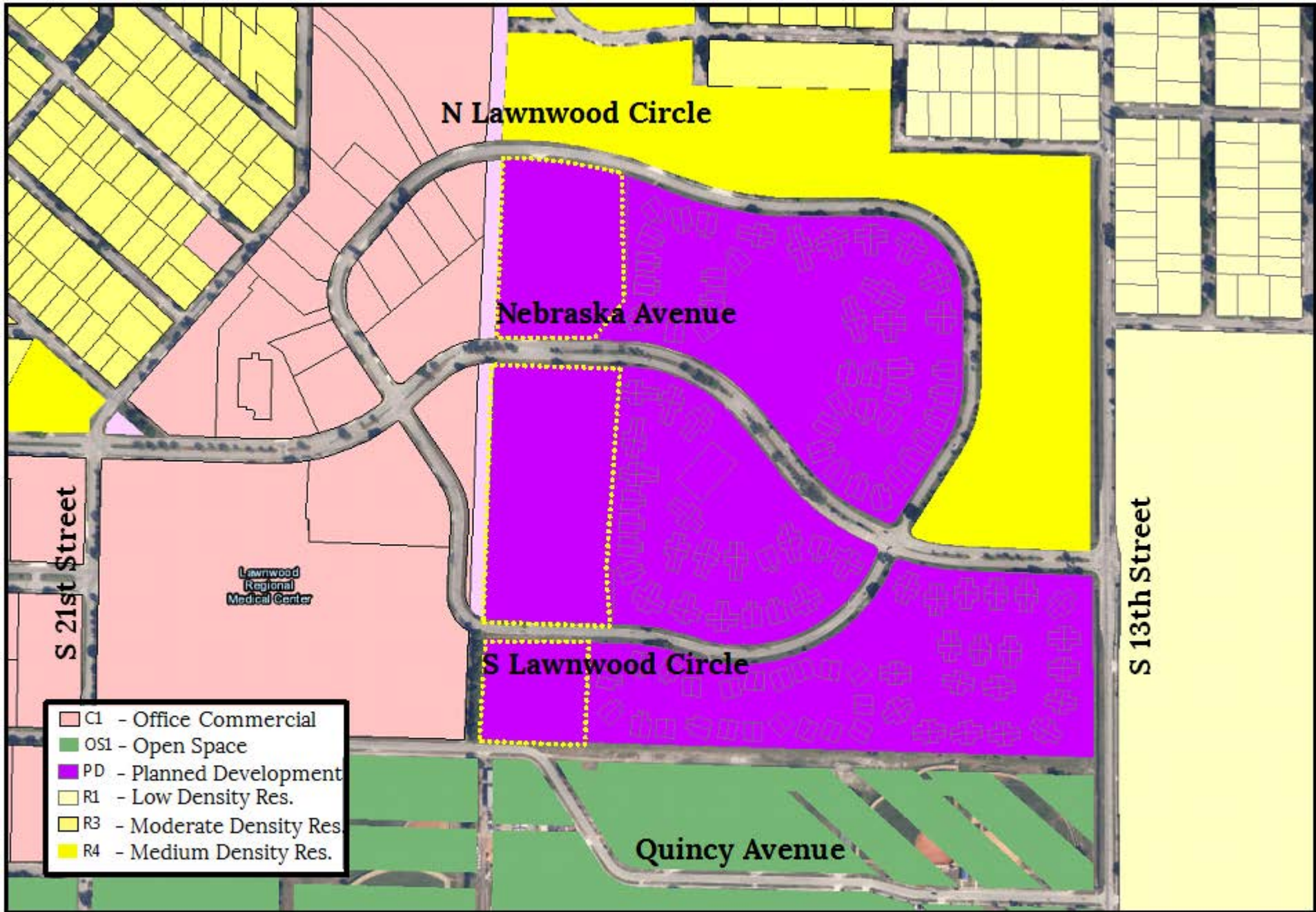
	Existing	Proposed
Maximum Building Height	3 Story (35 Feet)	Residential 2 Story (24 Ft) Commercial 3 Story (35 Ft)* *(Subject to Further Approval)
Property Set-back		15 Feet 15 Feet 25 Feet 15 Feet 25 Feet
North		
South		
East		
West		
Building Separation	25 Feet	25 Feet
Open Space	20%	25% (Min.)
Parking		
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.





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

Property Owner(s)
780 N.W. 42nd Street, #400

Street Address
Miami, Florida 33126

City State Zip
305-569-5146

Phone Number
emchugh@oceanbank.com

Email Address

Richard C. Wohlfarth, P.E. IBI Group (Florida) Inc.

Applicant/Representative, Title, Company
2300 Maitland Center Parkway Suite 101

Street Address
Maitland, Florida 32751

City State Zip
407-660-2120

Phone Number
Rwohlfarth@ibigroup.com

Email Address

Property Owner(s) Acknowledgements: This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgment 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 Scardino, VP REPT mgmt. who is personally known to me or has produced

as identification.

ELSA MARIA CHOMAT
Signature of Notary



INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3720

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			
<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Conditional Use with New Const.	<input type="checkbox"/> Major Amendment	
<input type="checkbox"/> Conceptual Development Plan		<input type="checkbox"/> 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)
- 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)

NO NO

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

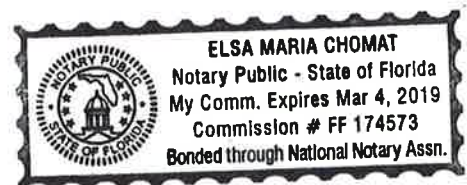
By: [Signature] Carlos Sandino, VP 9/28/15
Signature Print Name Title Date

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)

[Signature]
Notary Public-State of Florida
Print Name: _____
My Commission Expires: _____



Site Address: NEBRASKA AVE
Map ID: 24/16N

Parcel ID: 2416-504-0199-000-1
Zoning: PUD

Account #: 25681
Use Type: 0300

Sec/Town/Range: 16/35S/40E
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
Exemptions: \$0 Taxable: \$892,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2015	\$892,000	\$892,000	\$0	\$892,000
2014	\$818,400	\$818,400	\$0	\$818,400
2013	\$832,700	\$832,700	\$0	\$832,700

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
02-10-1994	0889 / 0927	01	QC	HCA REALTY INC	\$100

Primary Building Information

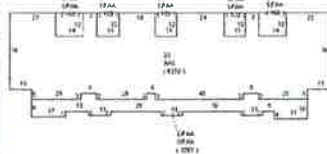
Finished Area of this building: 12,540 SF
Gross Area of this building: 16,186 SF

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.
© Copyright 2015 Saint Lucie County Property Appraiser. All rights reserved.

Site Address: S 23rd ST Parcel ID: 2416-504-0199- Account #: 25685 Sec/Town/Range:
 Map ID: 24/16N 050-6 Zoning: PUD Use Type: 1000 16/35S/40E
 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
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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- Account #: 25688 Sec/Town/Range:
 Map ID: 24/16S 200-3 Zoning: PUD Use Type: 1000 16/35S/40E
 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,

CASE NO. : 08-001821-CA

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.

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**

Patricia McPherson
As Deputy Clerk

cc: Niall T. McLachlan, Esq.
Frank P. Terzo, Esq.
David L. Rosendorf, Esq.

IN THE CIRCUIT COURT OF THE 19TH
JUDICIAL CIRCUIT IN AND FOR
ST. LUCIE COUNTY, FLORIDA

OCEAN BANK, a Florida banking
corporation,

CASE NO. : 08-001821-CA

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.

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 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-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, THROUGH 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
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:

Authorized Uses: 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.

Uses Requiring Major Amendment PD: 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 anticipated 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.



From 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



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
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MIAMI, FLORIDA 33126
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SURVEYOR

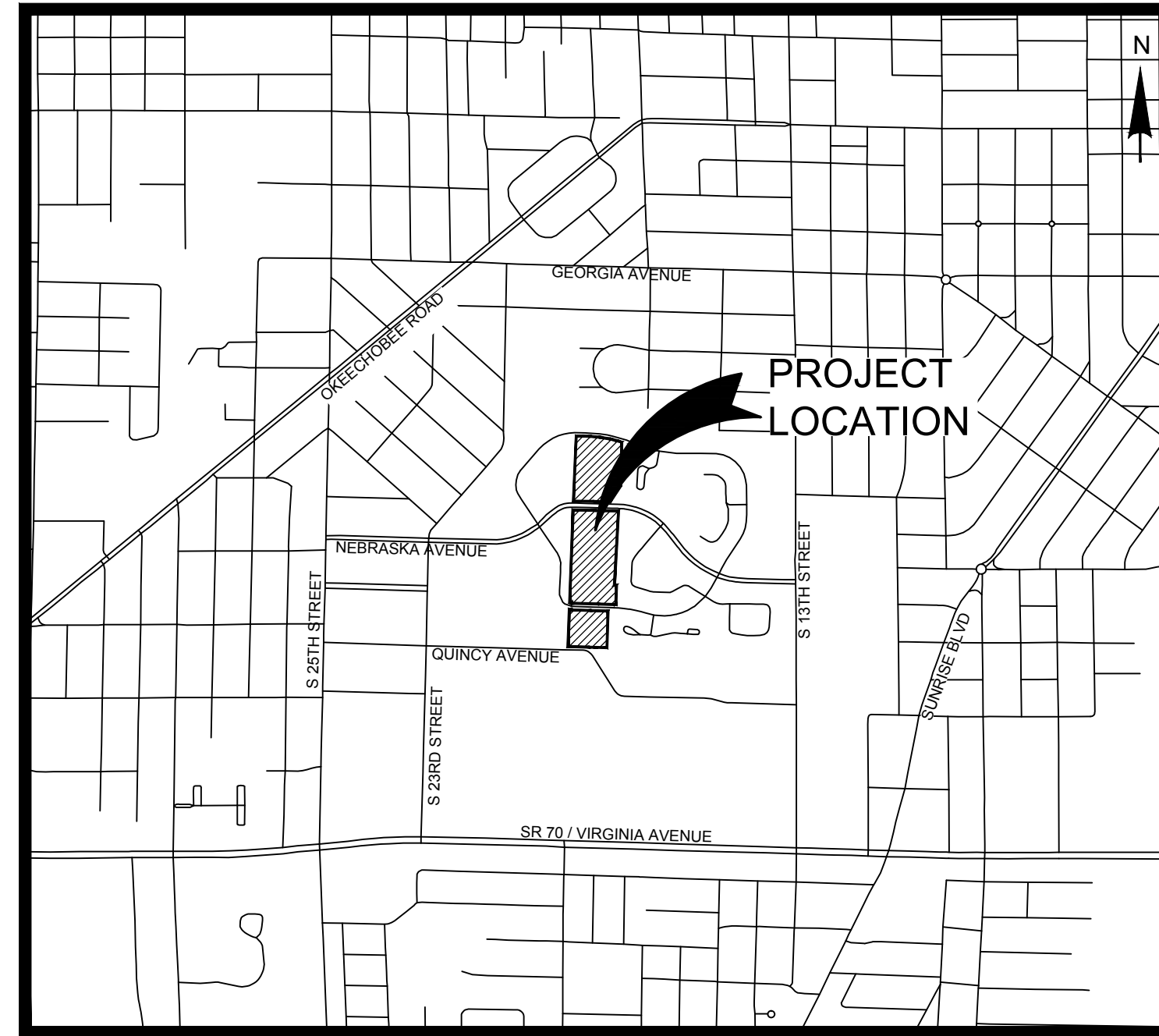
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LOCATION MAP

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
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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

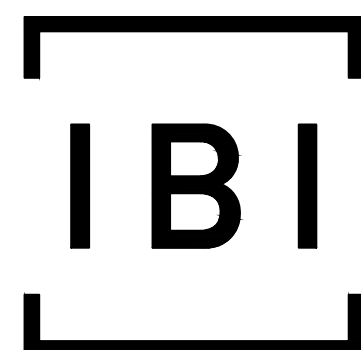
1 OF 2 SURVEY
2 OF 2 SURVEY



Front Elevation

48 HOURS BEFORE DIGGING
CALL TOLL FREE
811 or 1-800-432-4770
SUNSHINE STATE ONE CALL CENTER

ENGINEER'S PROJECT NO. 38890



IBI GROUP (FLORIDA) INC.

HTTP://WWW.IBIGROUP.COM
ENGINEERS SURVEYORS PLANNERS
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

PERMITS REQUIRED

AGENCY	PERMIT TYPE	DATE APPROVED	APPROVAL NO.	EXPIRATION DATE

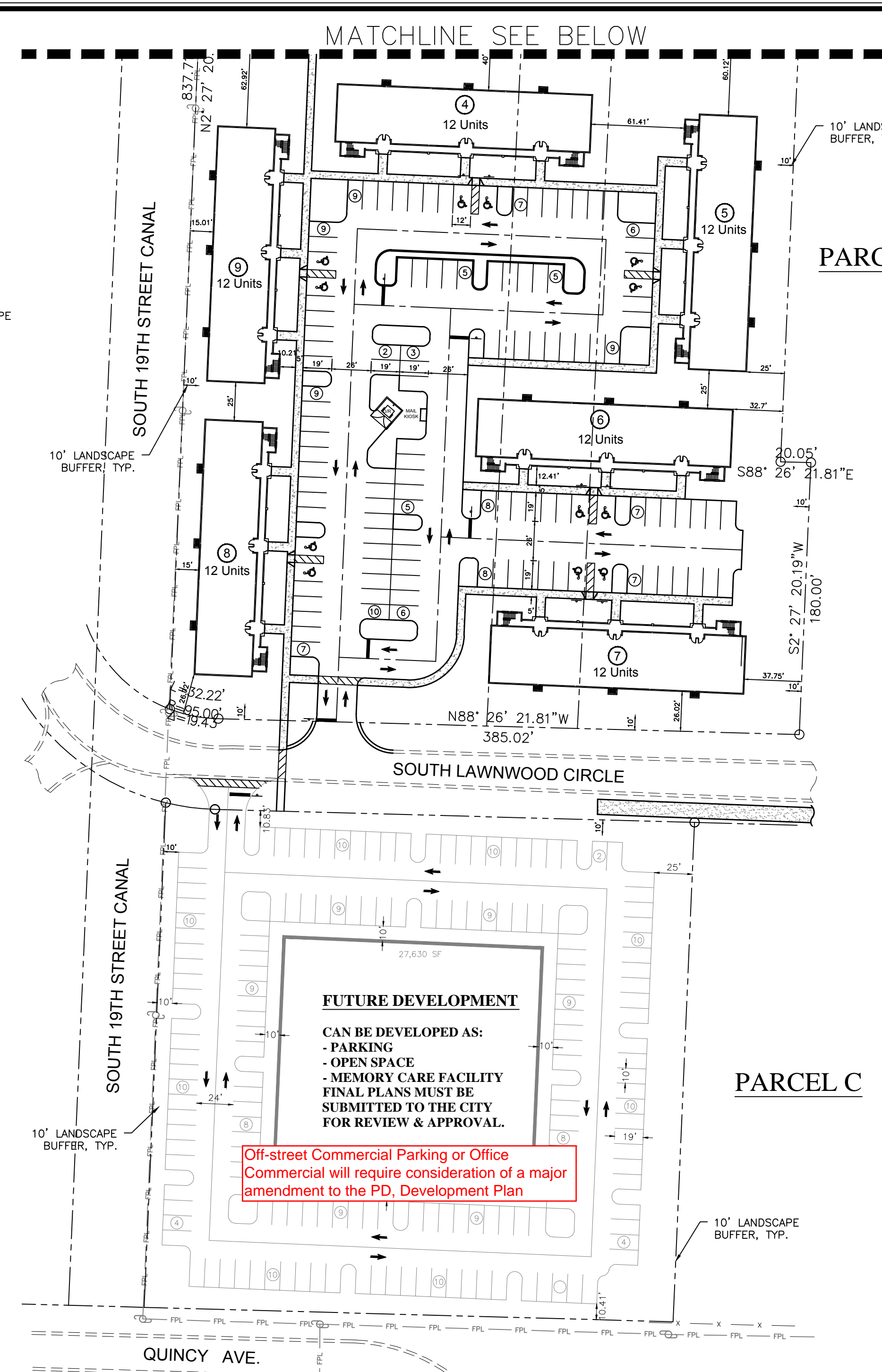
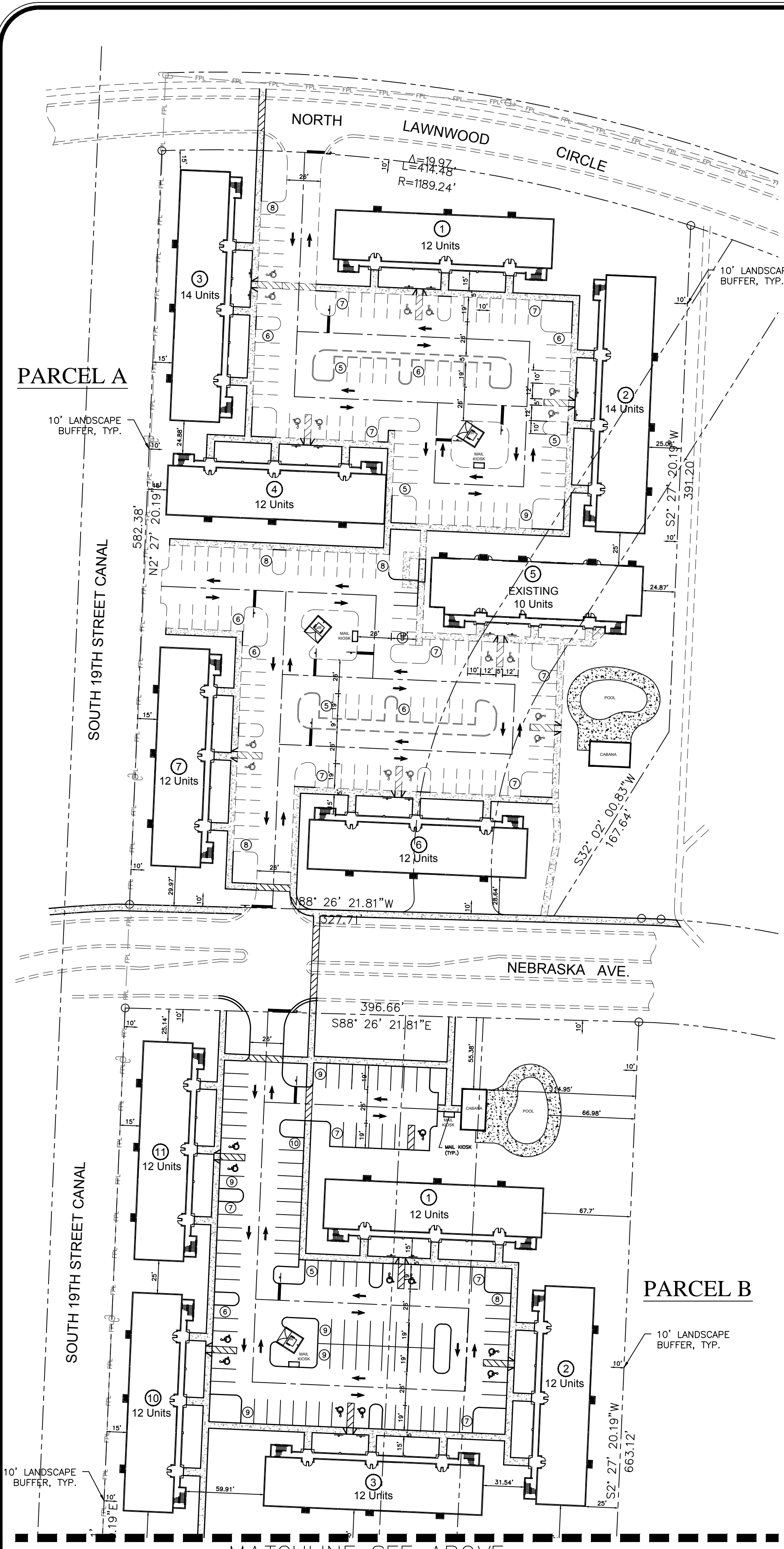
REV.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SEAL OF REGISTERED PROFESSIONAL ENGINEER RICHARD C. WOHLFARTH, FLORIDA P.E. #0000X FOR THE FIRM.

J:\38890\3.9 Drawings\5.9 Civil\layouts\38890-COV.dwg Cover Mar 16, 2016 10:52am becky.williams

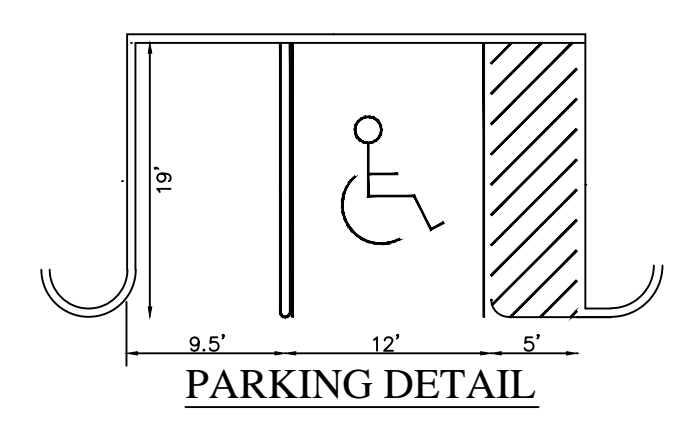
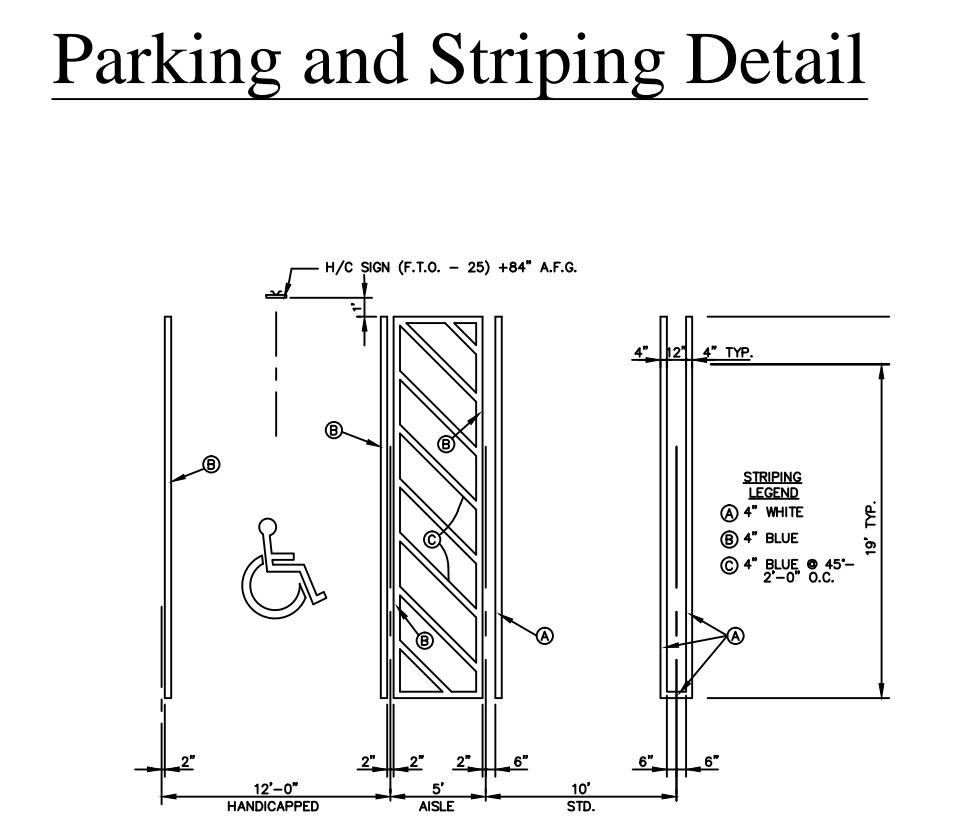
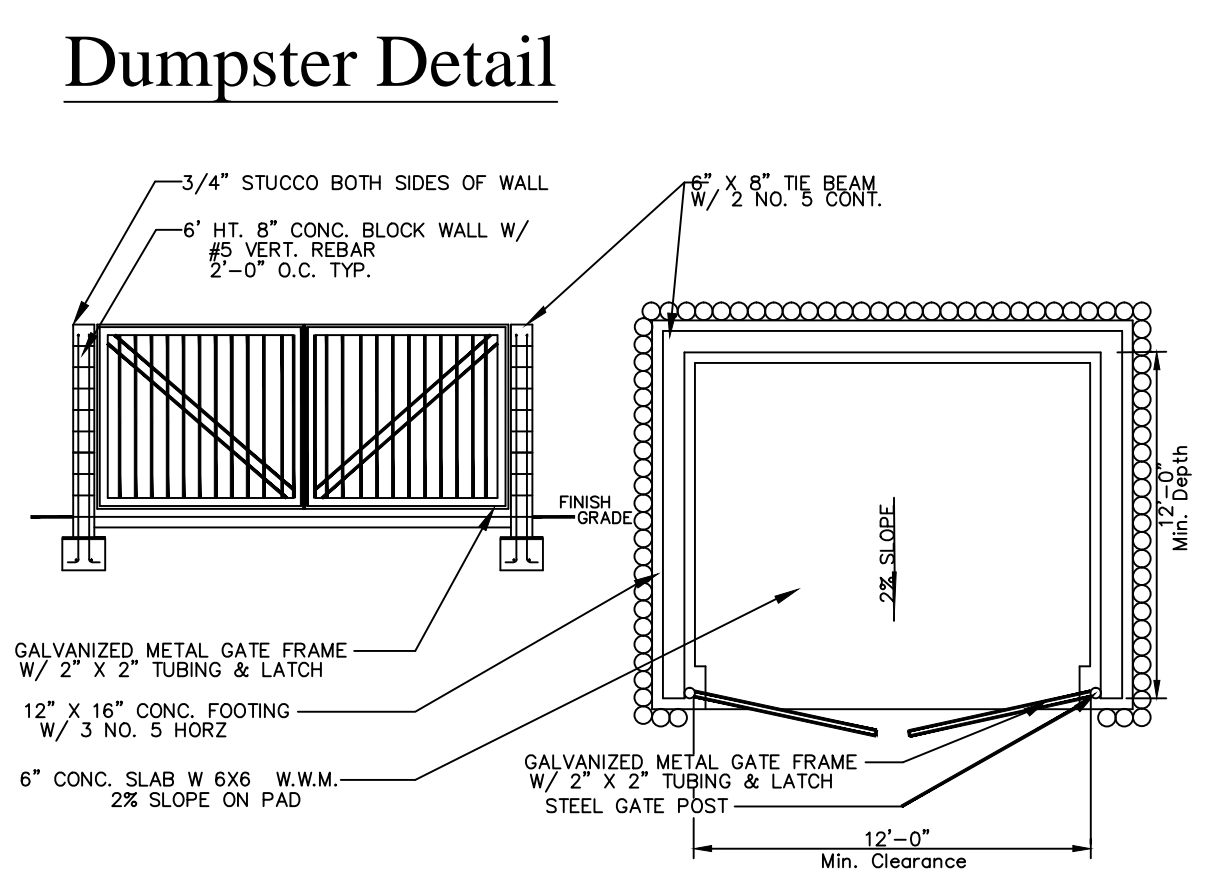
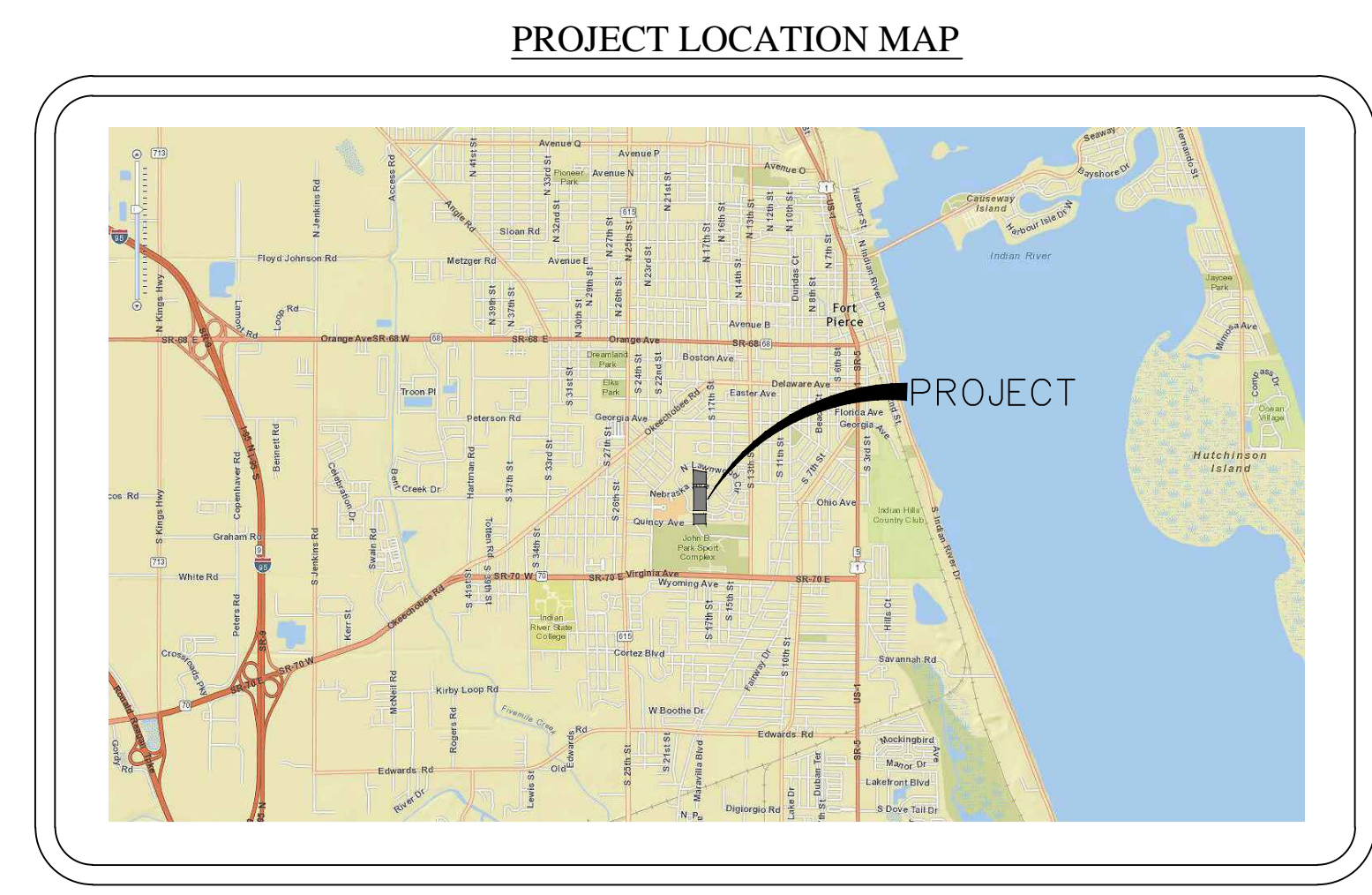
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	North	Middle	South	Total
Gross Area	5.24	7.76	2.66	15.66
Pervious				
Water Management	0.06	0.51	0.20	0.77
Other	1.86	2.66	0.95	5.47
Total	1.92	3.17	1.15	6.24
Impervious				
Buildings	1.27	1.91	0.70	3.88
Pavement	1.68	2.21	0.71	4.60
Walkways	0.28	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%

FUTURE DEVELOPMENT
 CAN BE DEVELOPED AS:
 - PARKING
 - OPEN SPACE
 - MEMORY CARE FACILITY
 FINAL PLANS MUST BE
 SUBMITTED TO THE CITY
 FOR REVIEW & APPROVAL.

Off-street Commercial Parking or Office
 Commercial will require consideration of a major
 amendment to the PD, Development Plan



	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
3 BR	4	0	0	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 additional units for a total of 17.
 The site should qualify for the total bonus.

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

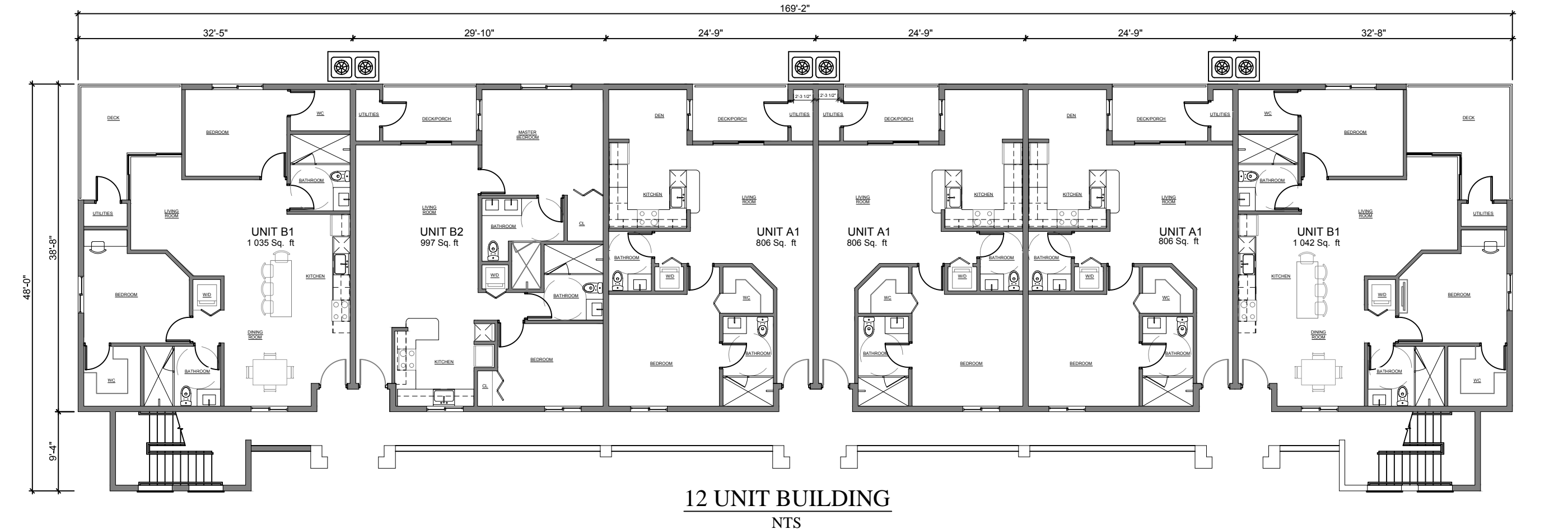
FEMA F.L.R.M. FLOOD ZONE: #12111C0187J
 X

BUILDING SETBACKS: REQUIRED 15' PROVIDED

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



IBI GROUP (FLORIDA) INC.
 ENGINEERS SURVEYORS PLANNERS
 LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
 2200 PARK CENTRAL BLVD. N.
 SUITE 101
 MAITLAND, FLORIDA 32751
 (407) 860-2120
 ORLANDO
 POMPANO BEACH

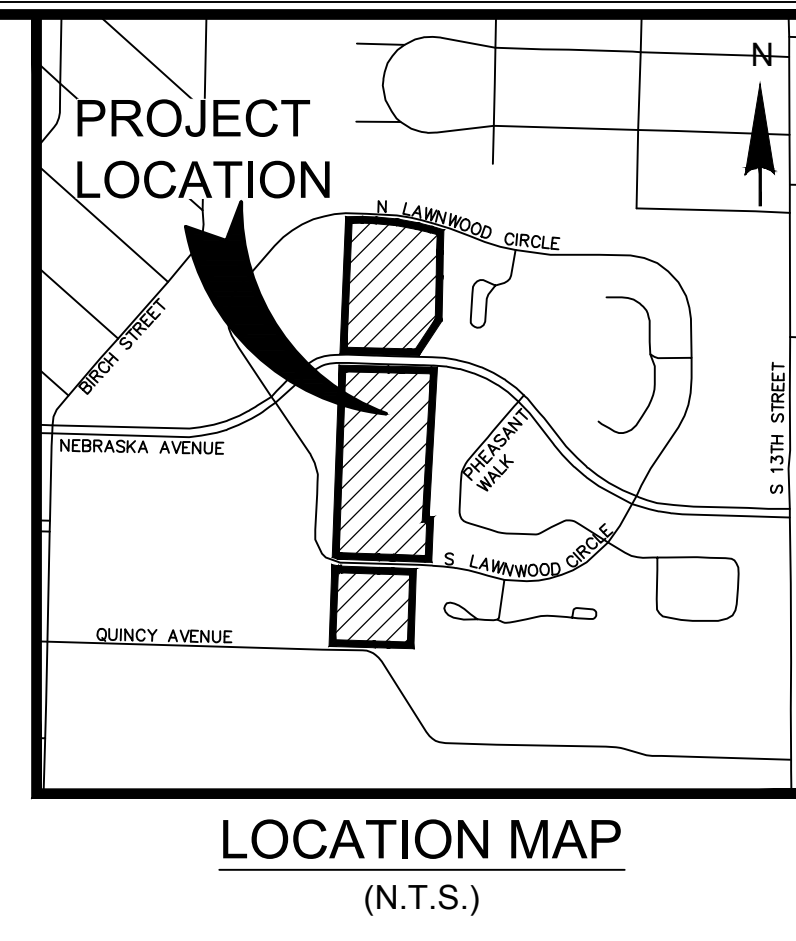
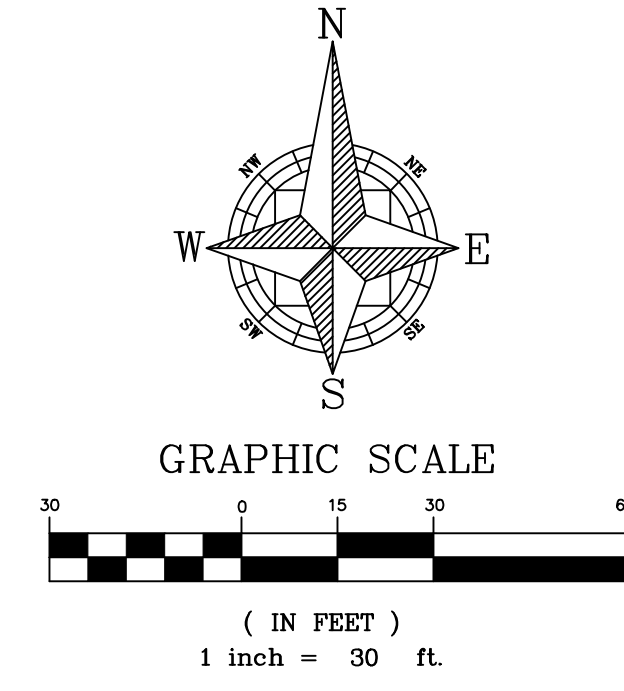
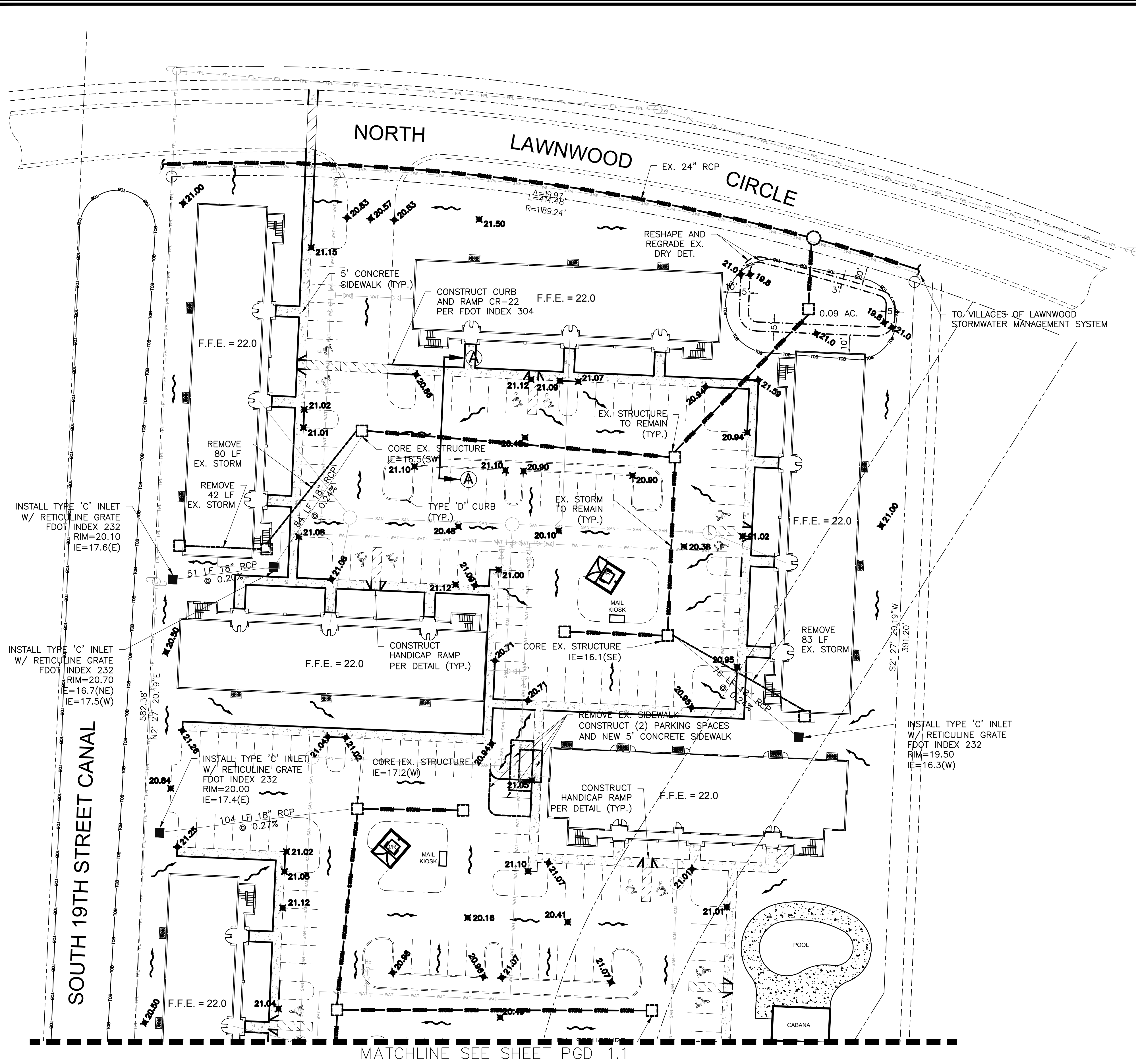
MAYFAIR FORT PIERCE, FLORIDA

SITE PLAN

SCALE: 1" = 60'
 PROJECT: 38890
 SHEET: SP-1.0
 DATE: 3/15/2016

IBI GROUP
 FLORIDA ENGINEERING
 BUSINESS NO. 2966

3/16/16

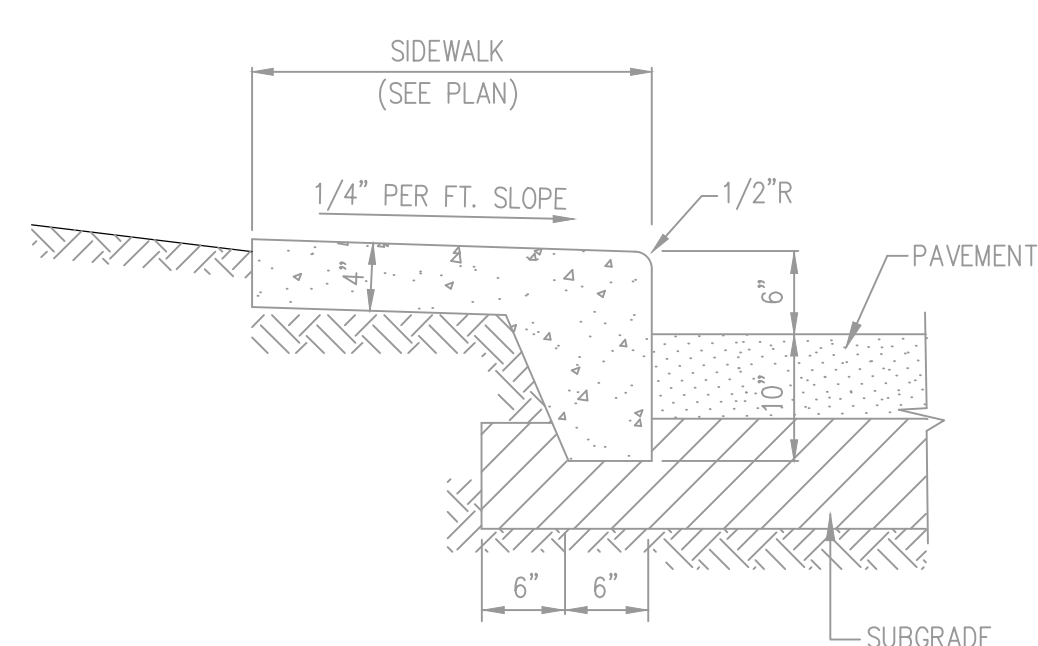


LEGEND

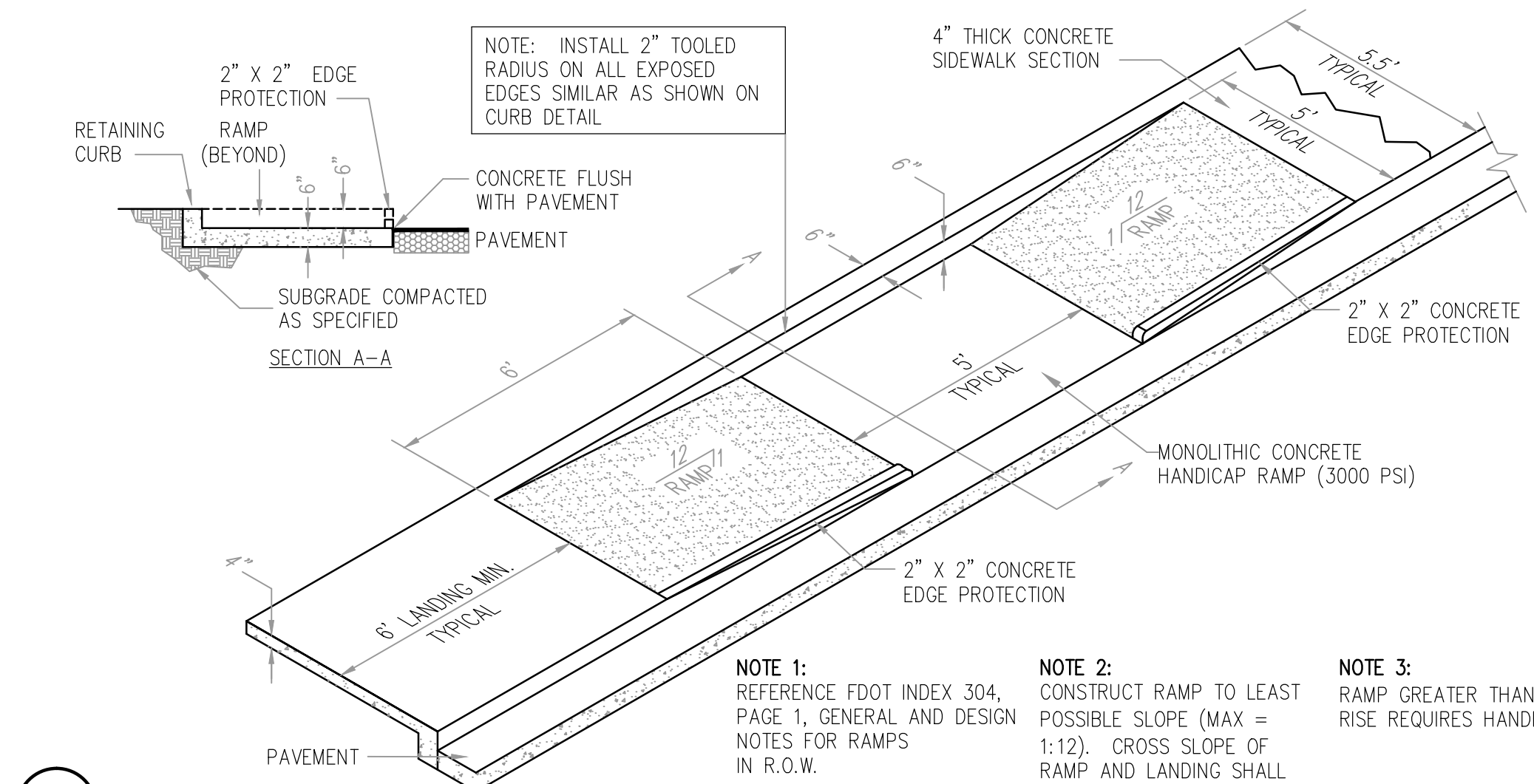
	PROPOSED WATER MAIN
	PROPOSED GATE VALVE
	PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
	PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
	EXISTING WATER MAIN
	EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
	EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
	PROPOSED SANITARY SEWER MAIN
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER MAIN
	EXISTING SANITARY SEWER MANHOLE
	PROPOSED STORM SEWER
	PROPOSED STORM CATCH BASIN
	EXISTING STORM SEWER
	EXISTING STORM CATCH BASIN
	PROPOSED GRADE ELEVATION

IBI GROUP (FLORIDA) INC.	
ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS	PLANNERS ENVIRONMENTAL CONSULTANTS
2200 PARK CENTRAL BLVD. N. SUITE 101 MAITLAND, FLORIDA 32751 (407) 869-2120 WWW.IBIFLORIDA.COM	
ORLANDO	POMPANO BEACH
MAYFAIR FORT PIERCE, FLORIDA	
PAVING, GRADING AND DRAINAGE PLAN	
SCALE 1" = 30'	DRAWN: BW
PROJECT 38890	DESIGNED:
SHEET PGD-1.0	CHECKED: RW
DATE: 3/15/2016	
IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966	
NOT FOR CONSTRUCTION 3/16/16	

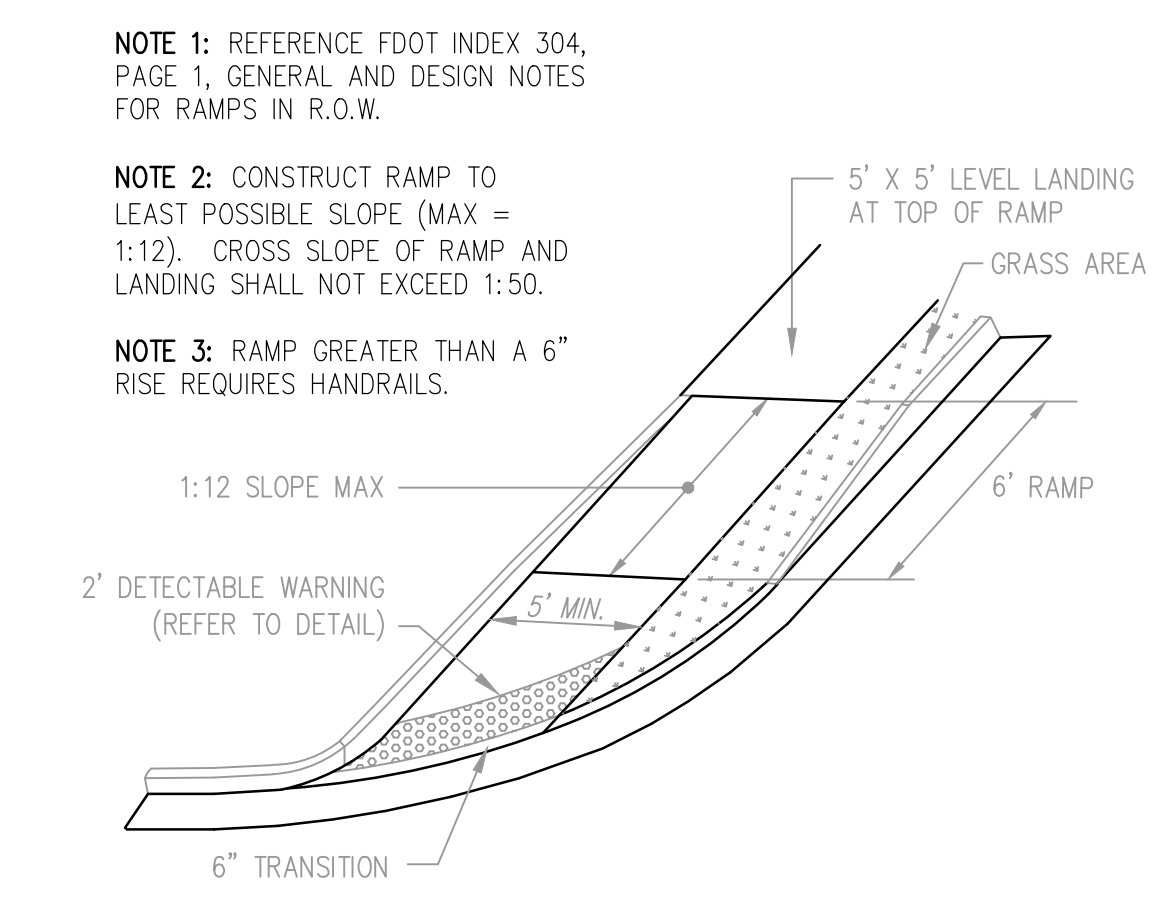
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(X) MONOLITHIC CURB AND SIDEWALK
3,500 PSI (MIN)

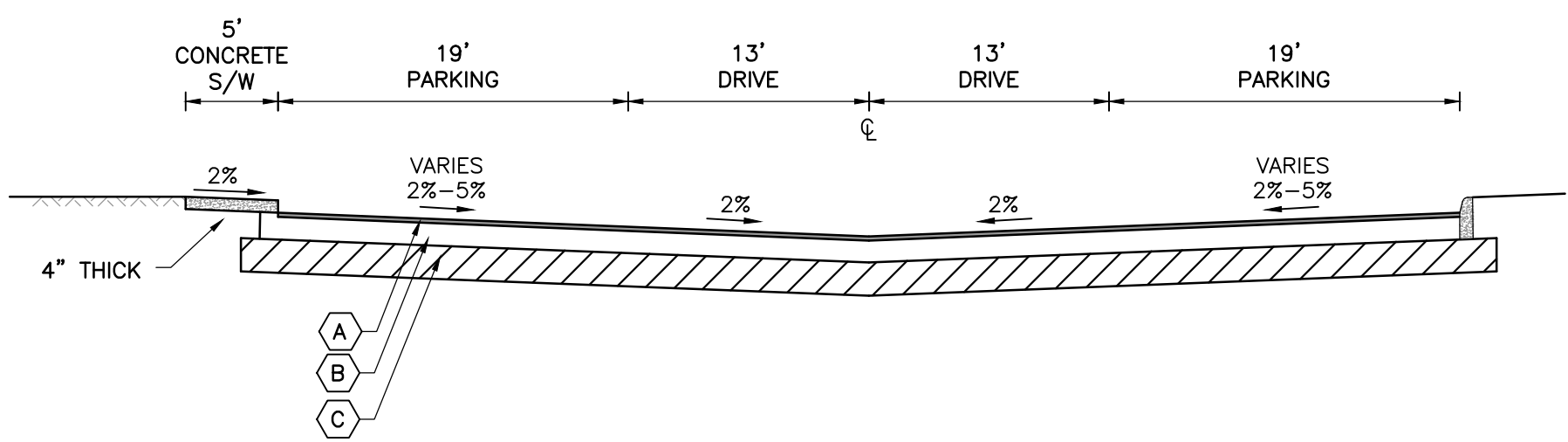


(X) SIDEWALK HANDICAP RAMP
3000 PSI (MIN.) CONCRETE

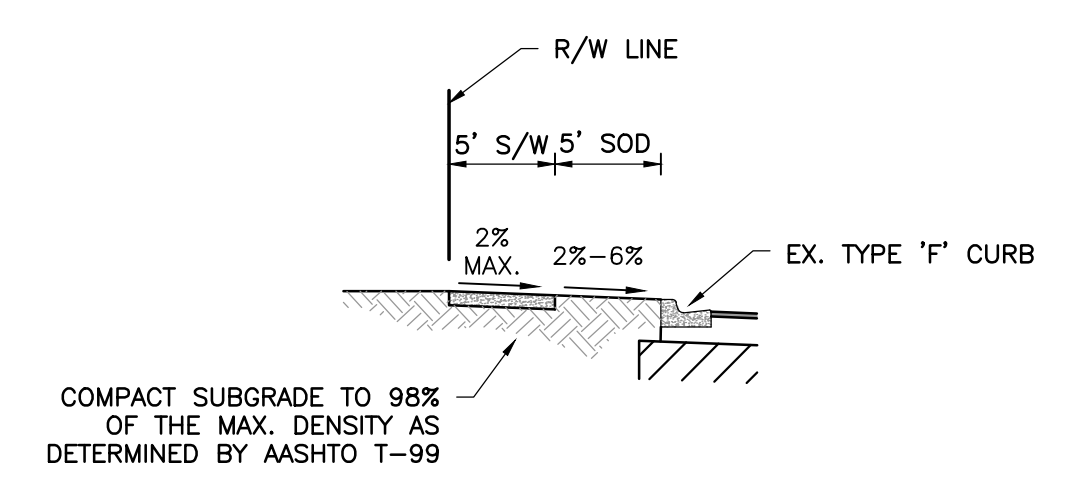


(X) CORNER RAMP
3000 PSI (MIN.) CONCRETE

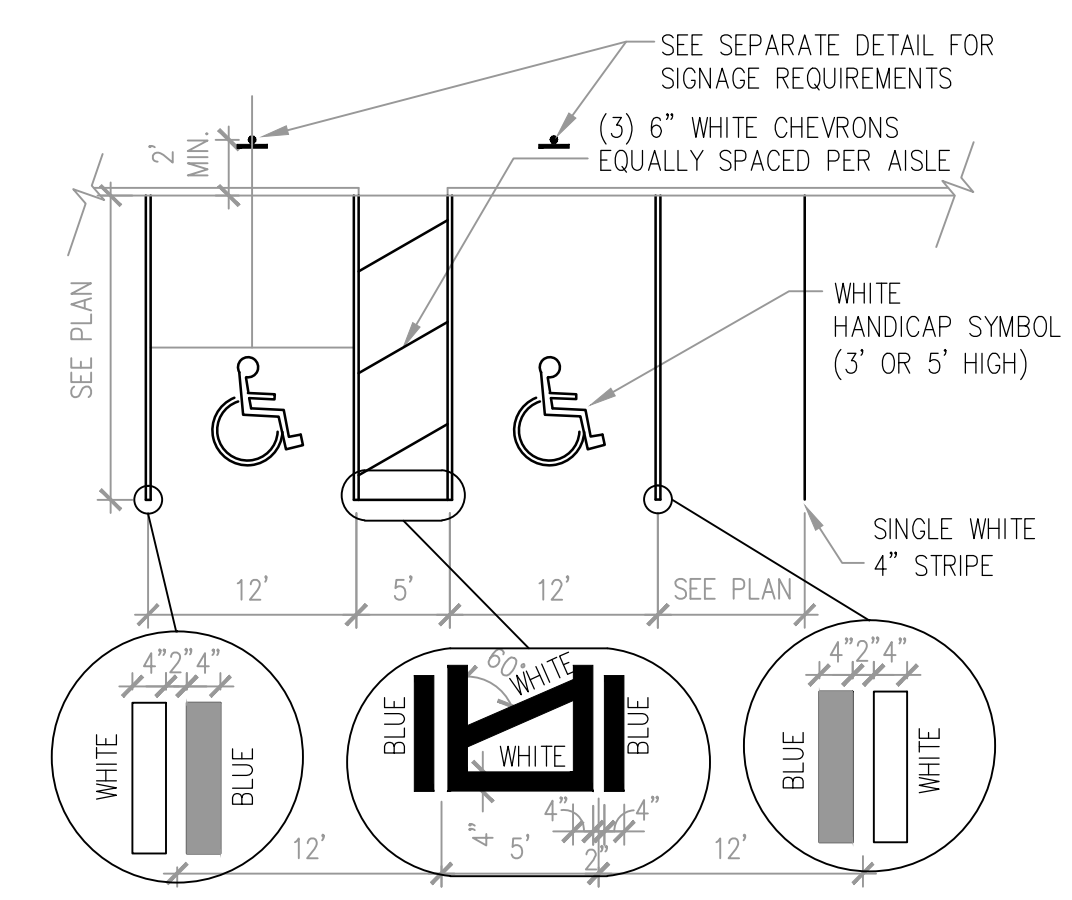
- PAVING LEGEND**
- A 1.5" TYPE S-III ASPHALTIC CONCRETE SURFACE COURSE (IN TWO 3/4" LIFTS)
 - B 8" LIMESTONE BASE COURSE, LBR 100 PRIMED ENTIRE WIDTH
 - C 12" STABILIZED SUBGRADE, LBR 40



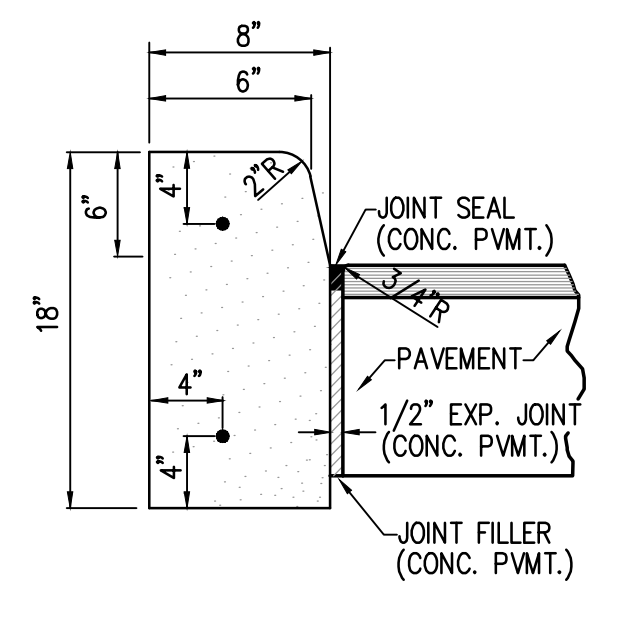
TYPICAL SECTION A-A



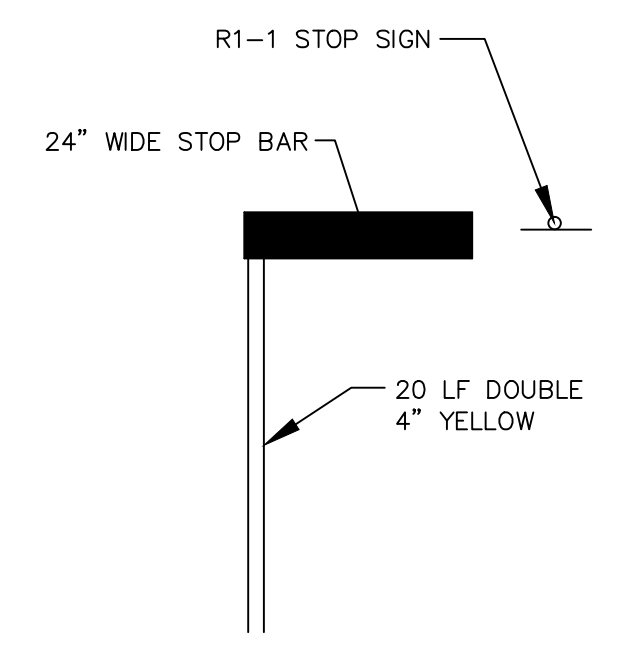
TYPICAL SECTION B-B



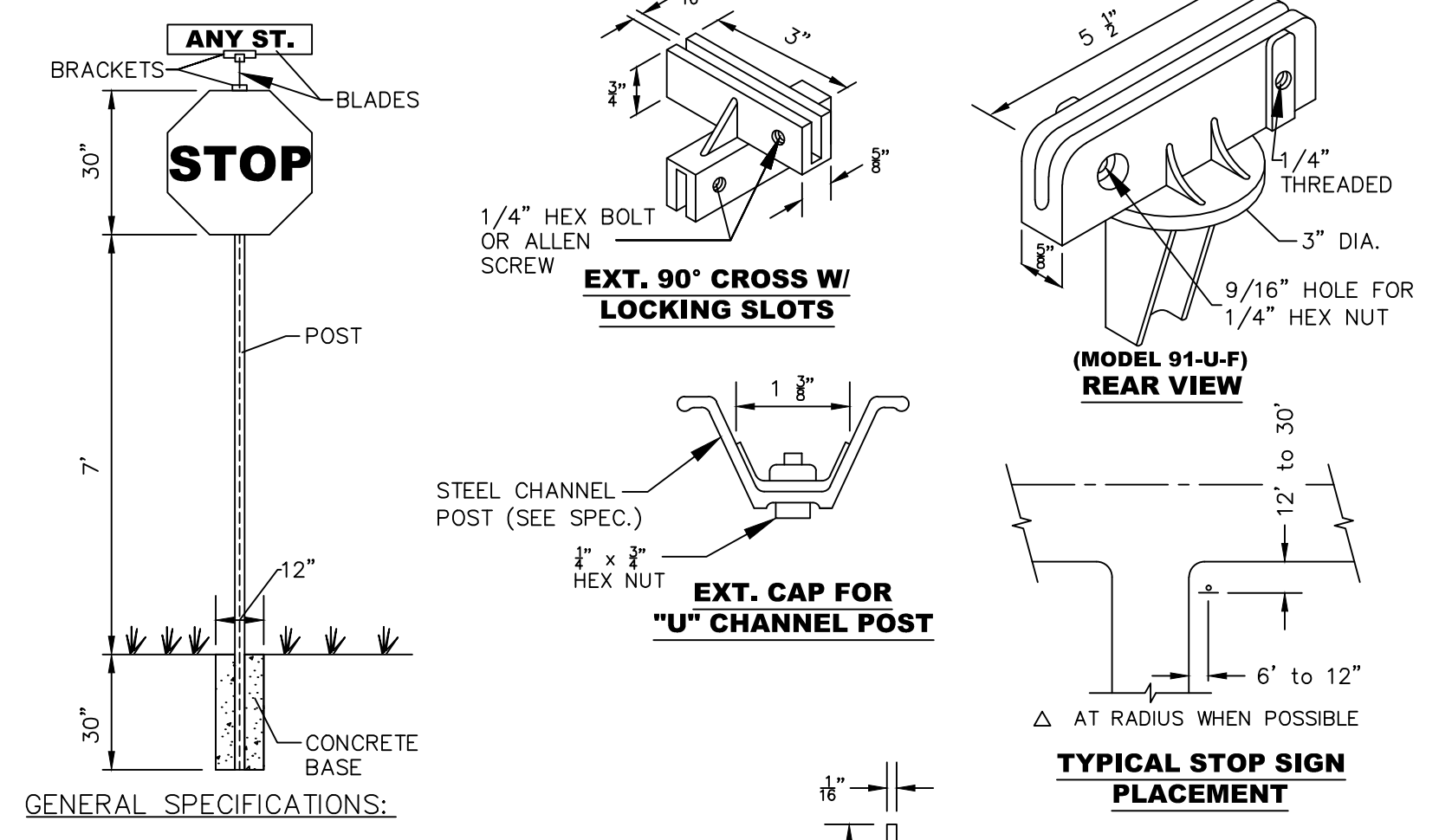
(X) HANDICAP STRIPING
NTS
MISC004.DWG



(X) TYPE "D" CURB
3,500 PSI (MIN)
NTS



STOP BAR AND SIGN
(MUST CONFORM WITH MUTCD AND BCTD STANDARDS)



GENERAL SPECIFICATIONS:

SHEET BLADE: ALCOA #86054.6063-T6 ALLOY ETCHED, DECREASED WITH #1200 ALODINE FINISH WITH #2277 GREEN SCOTCHLITE BACKGROUND OR EQUAL DIMENSIONS - 6" H., 24", 30" OR 36" L.

LETTER: NAME - 4" SERIES 'B' #2270 SCOTCHLITE (SYLVER) OR EQUAL - SUFFIX - 2" SERIES 'A' 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.

CHANNEL POST

DIMENSION	TOL.	2.00	3.00
'A'	± .05"	1-15"	1-7"
'B'	± .05"	3-10"	3-3"
'C'	± .05"	1-3/2"	1-3/8"
'D'	± .05"	1-1/2"	2-7/32"

STOP SIGN DETAIL

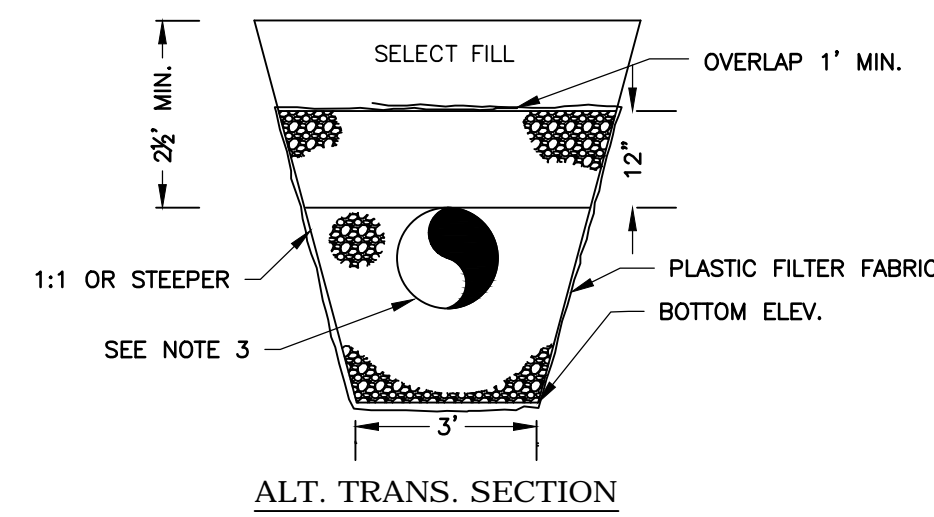
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IBI GROUP (FLORIDA) INC. PLANNERS SURVEYORS ENVIRONMENTAL CONSULTANTS ENGINEERS ARCHITECTS LANDSCAPE ARCHITECTS 2200 PARK CENTRAL BLVD. N. SUITE 300A FORT PIERCE, FLORIDA 33904 POMPANO BEACH, FLORIDA 33064 (407) 860-2120		ORLANDO POMPANO BEACH
MAYFAIR 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	DESCRIPTION: REV. DATE
IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966		

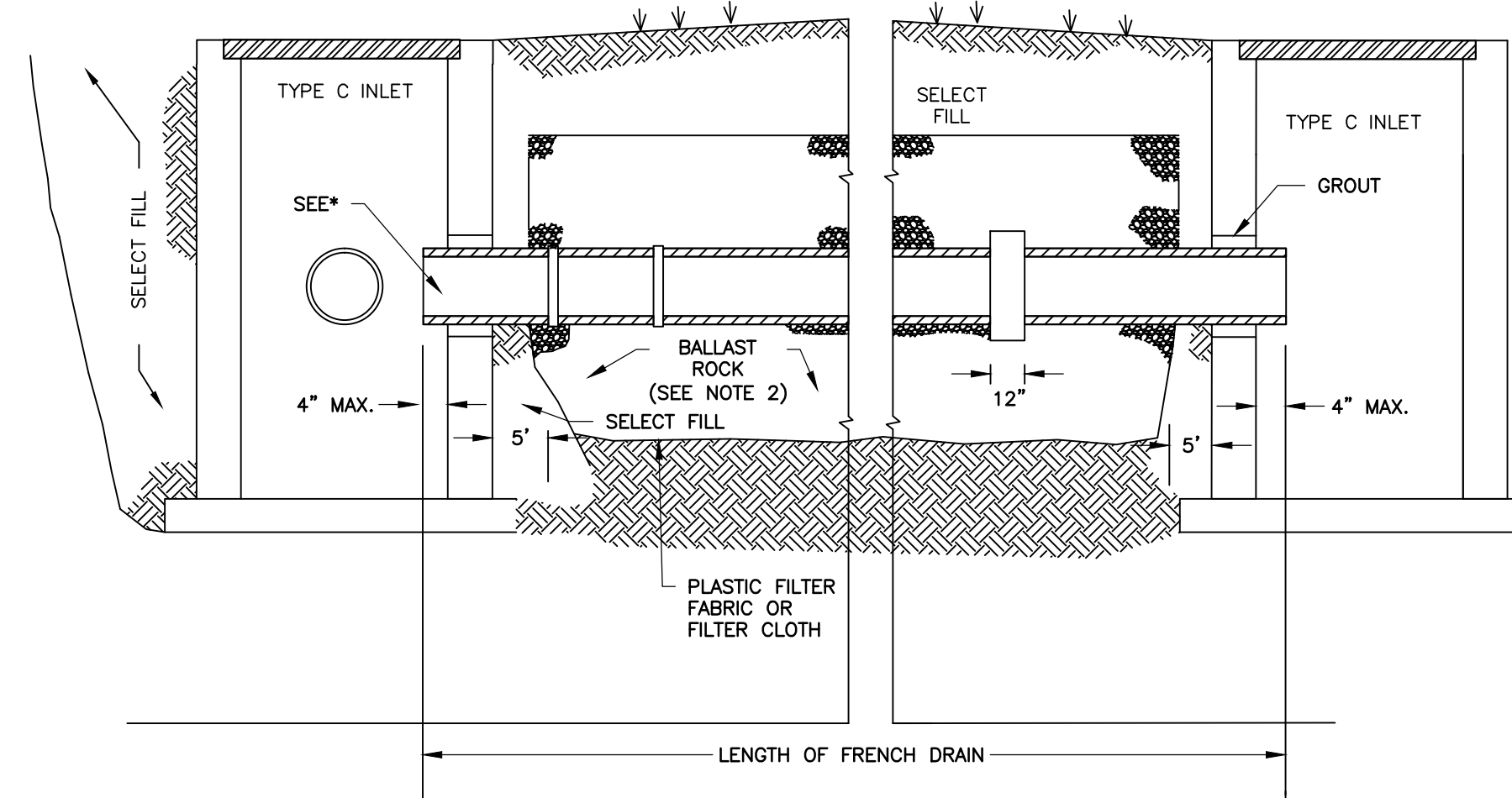
NOT FOR CONSTRUCTION
3/16/16

STORM DRAINAGE CONSTRUCTION NOTES

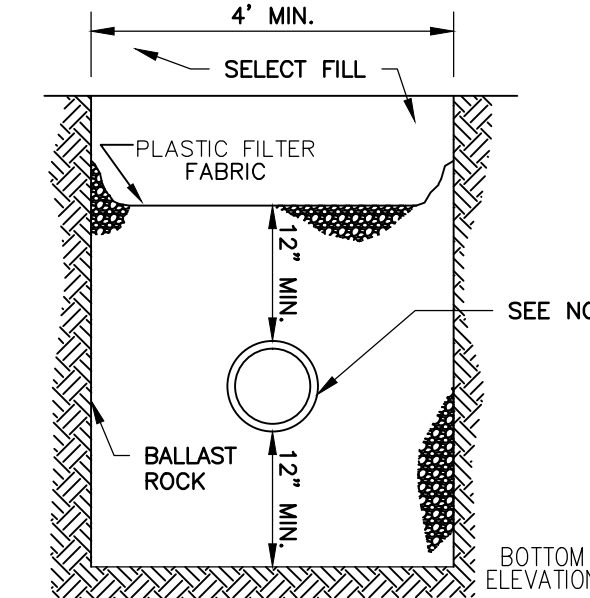
- ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).
- ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE:
 - 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.
 - PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
 - 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 WRAPPING. THIS REQUIREMENT IS ENCOURAGED ON PRIVATE SITES. ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
 - 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.
 - 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.
 - 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.
 - 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, SPACING 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.
 - 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.
 - 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.)
 - 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'.
 - NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 12" MAXIMUM BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
 - CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
 - SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THAT MAY BE REQUIRED.
 - 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.
 - PERMANENT VEGETATIVE COVER TO BE ESTABLISHED ON ALL DISTURBED AREAS. FLAT AREAS MAY BE SEEDED, SLOPES WILL NEED TO BE SODDED.



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

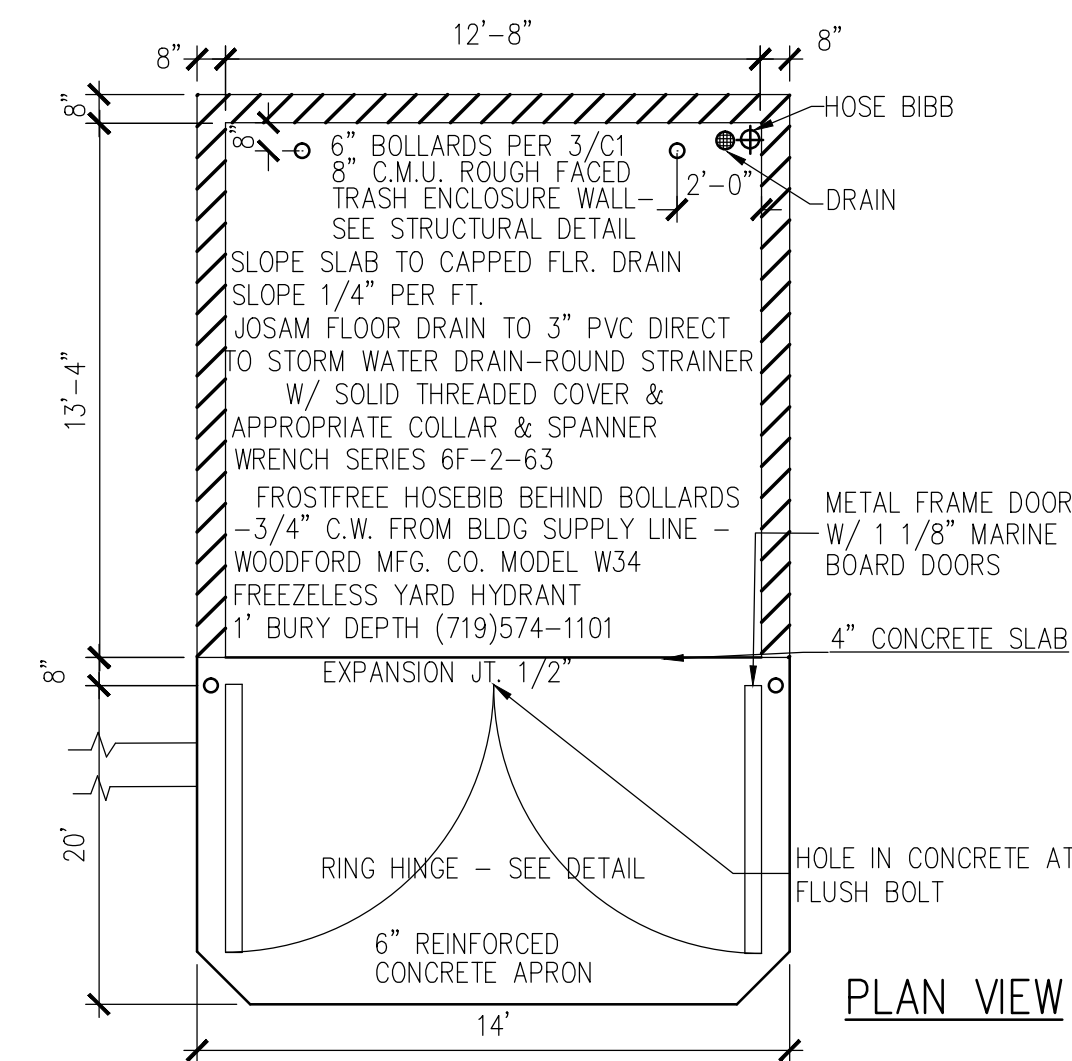


TRANSVERSE SECTION

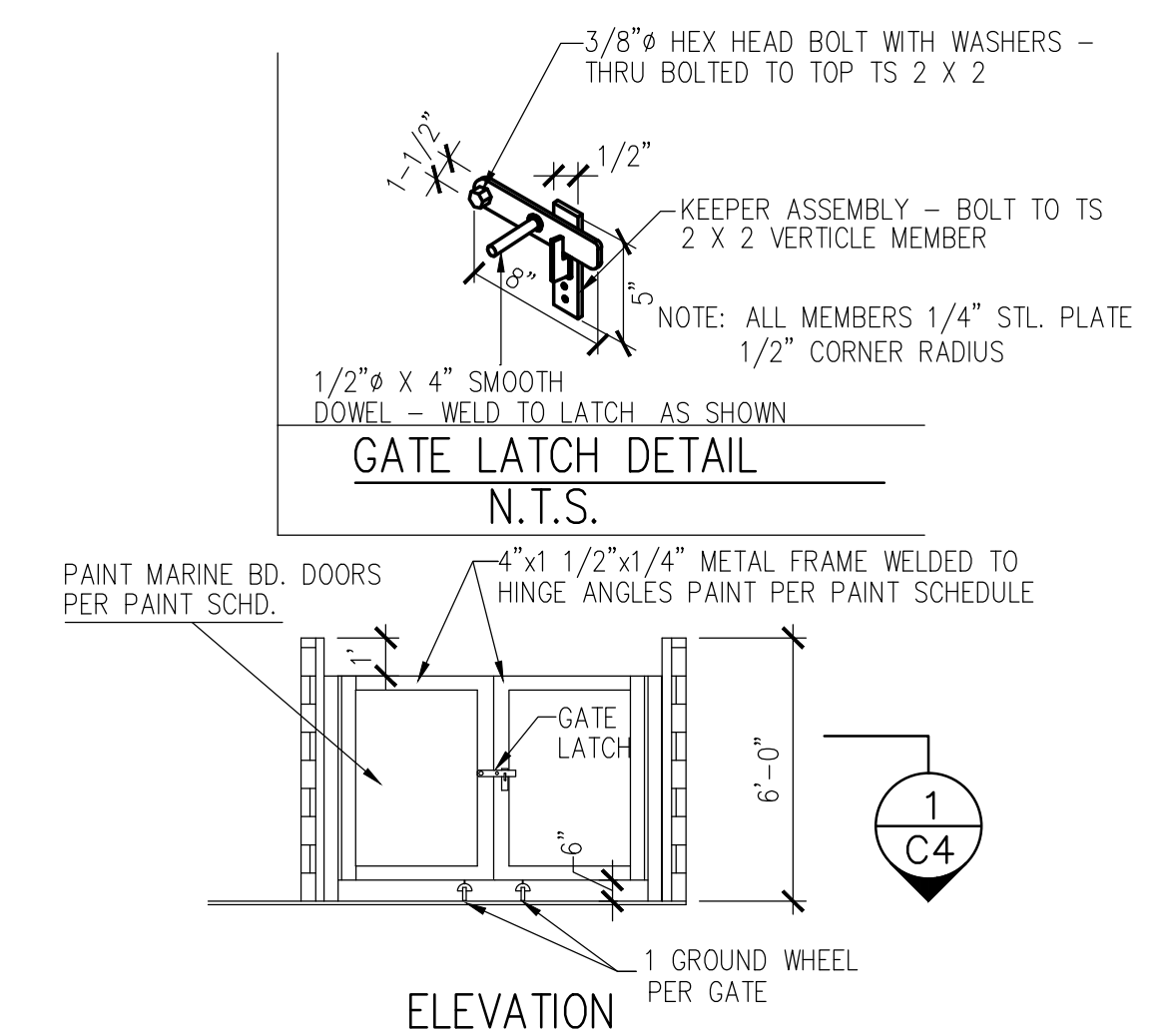
NOTES:

- 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.
- 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.
- INVERT ELEVATION TO BE AS SHOWN IN PLANS.

9 EXFILTRATION TRENCH DETAIL
N.T.S.



(X) DUMPSTER ENCLOSURE



(X) DUMPSTER ENCLOSURE GATE

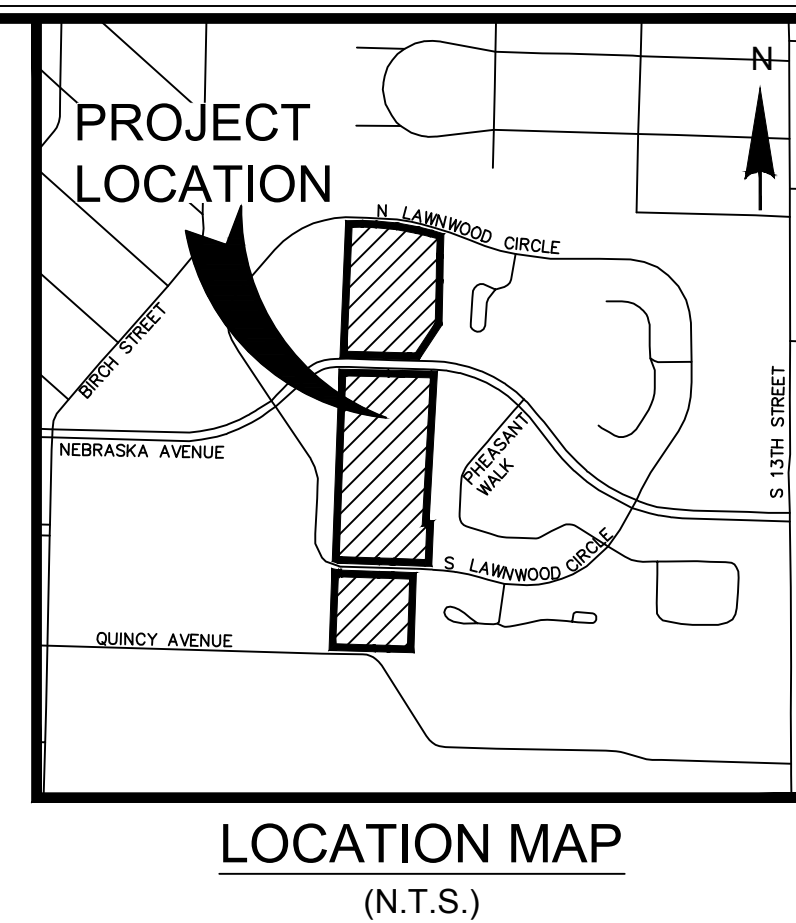
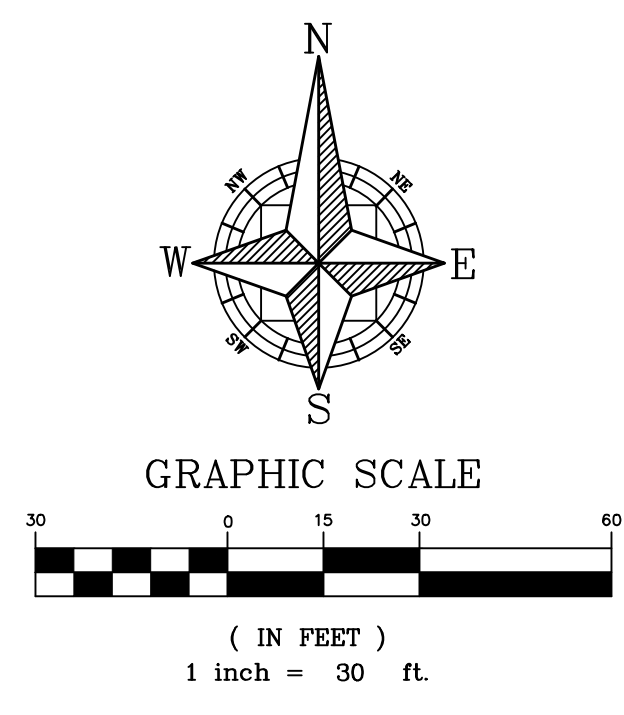
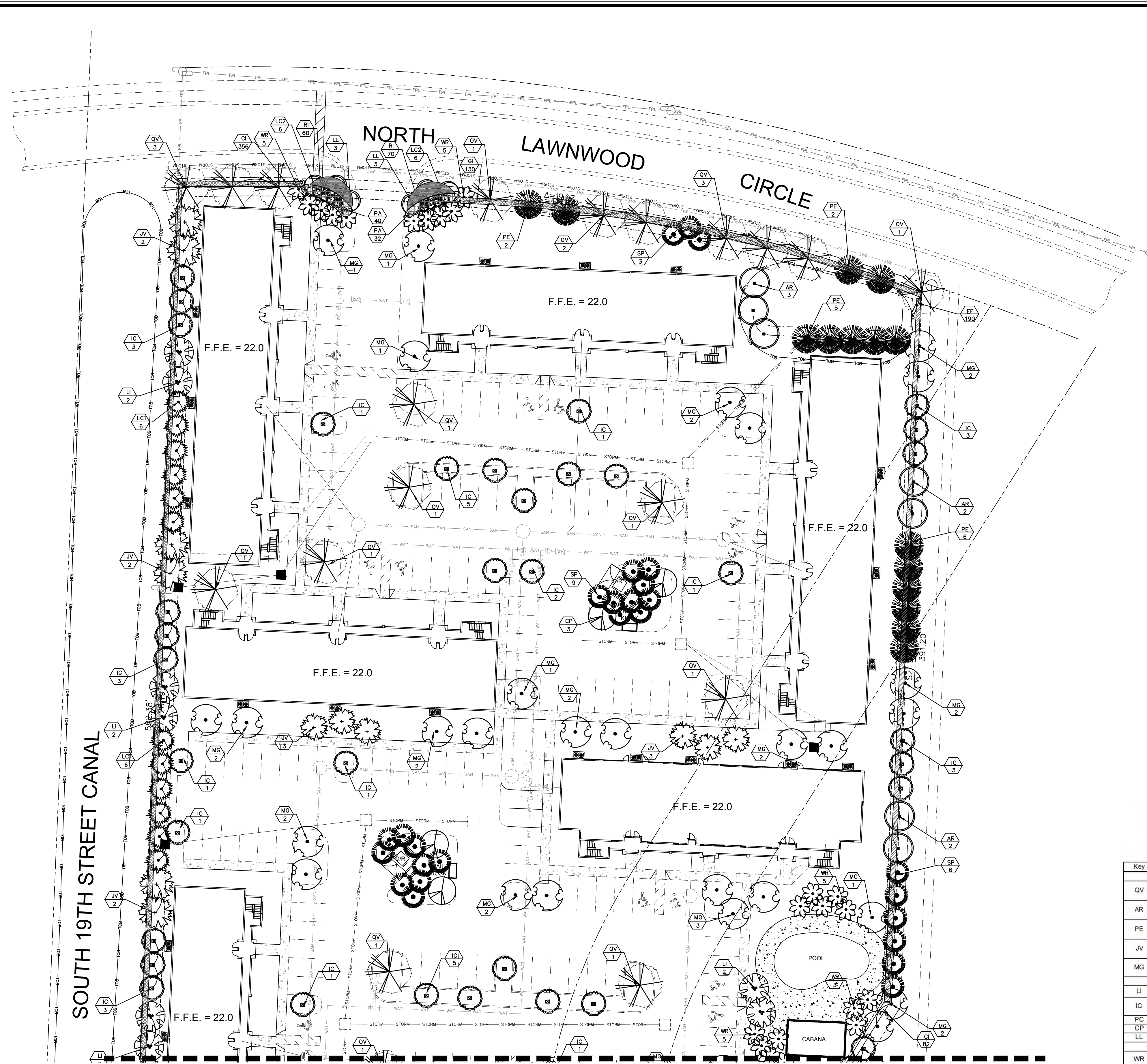
<p>IBI GROUP (FLORIDA) INC. ENGINEERS ARCHITECTS SURVEYORS PLANNERS ENVIRONMENTAL CONSULTANTS 2200 PARK CENTRAL BLVD. N. SUITE 101A, FORT PIERCE, FLORIDA 33904 ORLANDO (407) 869-2120 POMPANO BEACH (954) 974-2200</p>	
<p>MAYFAIR FORT PIERCE, FLORIDA</p>	
<p>PAVING, GRADING AND DRAINAGE DETAILS</p>	
<p>SCALE: 1" = 30'</p>	<p>PROJECT: 38890</p>
<p>SHEET: PGD-2.1</p>	<p>CHECKED: RW DATE: 3/15/2016</p>
<p>IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966</p>	
<p>NOT FOR CONSTRUCTION</p>	

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Landscape Plans (Overall Site & Individual Building)

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SOUTH 19TH STREET CANAL

MATCHLINE SEE SHEET LA-1.1

**Mayfair
PLANT MATERIALS LIST**

Hardiness Zone 9b

Native plants and ecological communities as determined by the FDOACS, UFIFAS, 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	Xen	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 6' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	59	297	
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 elliotti	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		
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	148	
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		
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 palm etto	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		
SHRUBS									
CI	Chrysobalanus icaco	Cocoplum "Red Tip"	Yes	High	24" OA, full to base, 3 gal.	24" OC	772	2,033	
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		
							Total	2,695	

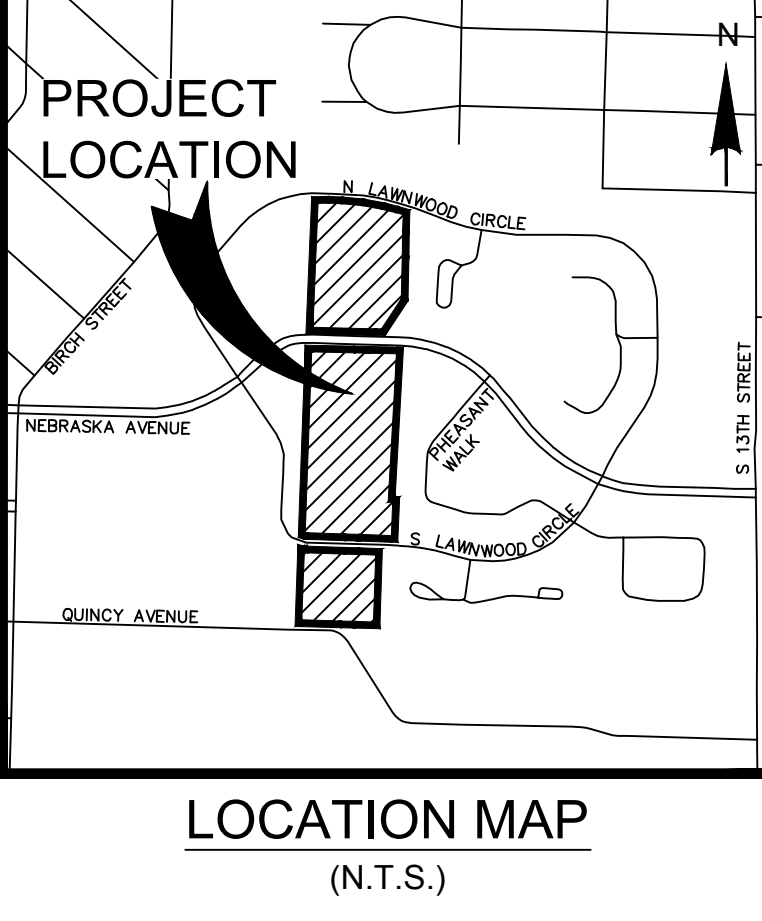
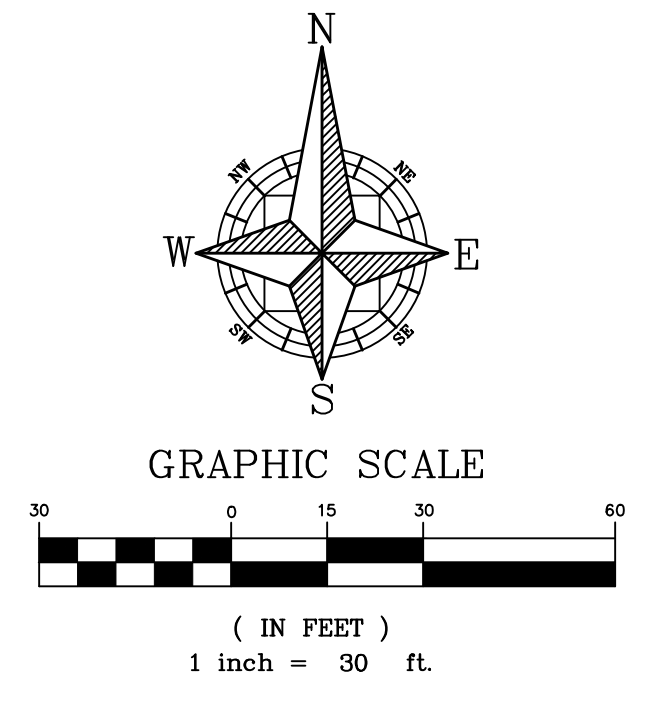
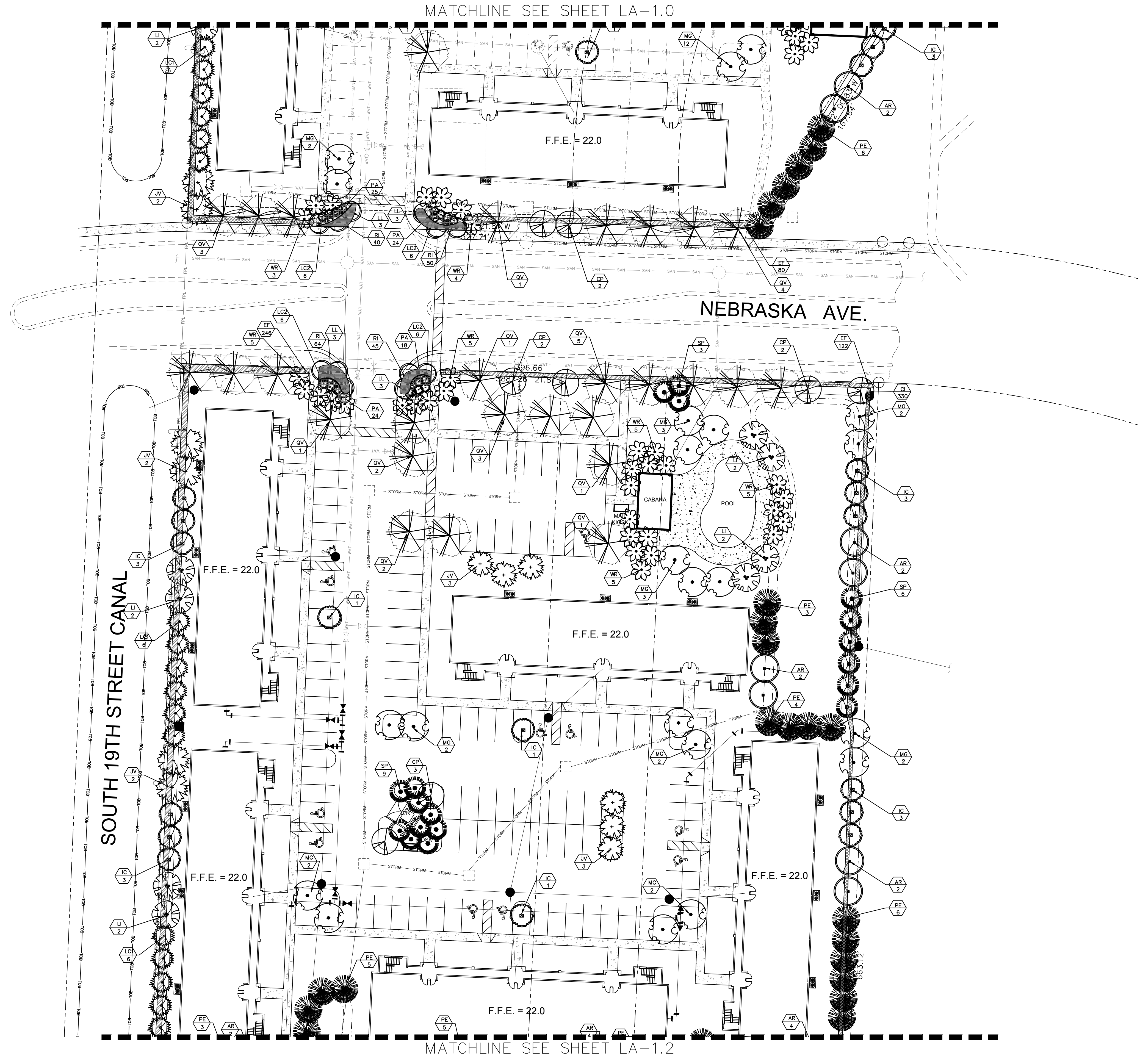
NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.
NOTE: PURSUANT TO TO FPL "RIGHT-TREE, RIGHT PLACE" GUIDELINES ALL PERIMETER BUFFER TREES IN CONFLICT WITH OVERHEAD POWER LINES HAVE BEEN ADJUSTED FOR COMPLIANCE.
NOTE: SOD TO BE INSTALLED IN ALL PERVIOUS AREAS NOT CONTAINING SHRUBS, GROUNDCOVER OR ALTERNATE LANDSCAPE FEATURES (MULCH, ROCK).

NOTE: ALL AREAS INDICATED FOR SOD SHALL BE INSTALLED WITH ST. AUGUSTINE "FLORITAM" SOD UNLESS ALTERNATE NOTED. Total Native Plants 1,827 Native % of Total 67.8%
NOTE: ALL PLANTS SHALL BE INSTALLED AT SIZE INDICATED UNDER THE SPECIFICATIONS. CONTAINER SIZE LISTED IS FOR REFERENCE OR ESTIMATING ONLY. Total Drought Tolerant Plants 2,575 Drought Tol. % of Total 95.5%

DRAWN: BW		SCALE: 1" = 30'	PROJECT: 38890	SHEET: LA-1.0	DATE: 3/16/2016
DESIGNED:					
CHECKED: RW		<p>IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966</p>			
DATE:					
<p>MAYFAIR FORT PIERCE, FLORIDA</p>		<p>IBI GROUP (FLORIDA) INC. PLANNERS SURVEYORS ENVIRONMENTAL CONSULTANTS LANDSCAPE ARCHITECTS</p> <p>2200 PARK CENTRAL BLVD. N. SUITE 301 MAITLAND, FLORIDA 32751 (407) 860-2120</p>			
<p>LANDSCAPE PLAN</p>		<p>ORLANDO POMPANO BEACH</p>			
REV.	DATE	DESCRIPTION			

NOT FOR CONSTRUCTION
3/16/16

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IBI GROUP (FLORIDA) INC. ENGINEERS ARCHITECTS SURVEYORS PLANNERS LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS 2200 PARK CENTRAL BLVD. N. SUITE 101 MAITLAND, FLORIDA 32751 (407) 860-2120 ORLANDO POMPANO BEACH	
MAYFAIR FORT PIERCE, FLORIDA LANDSCAPE PLAN	
SCALE: 1" = 30'	DATE: 3/16/2016
PROJECT: 38890	CHECKED: RW
SHEET: LA-1.1	DESIGNED: BW
IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966	
NOT FOR CONSTRUCTION	

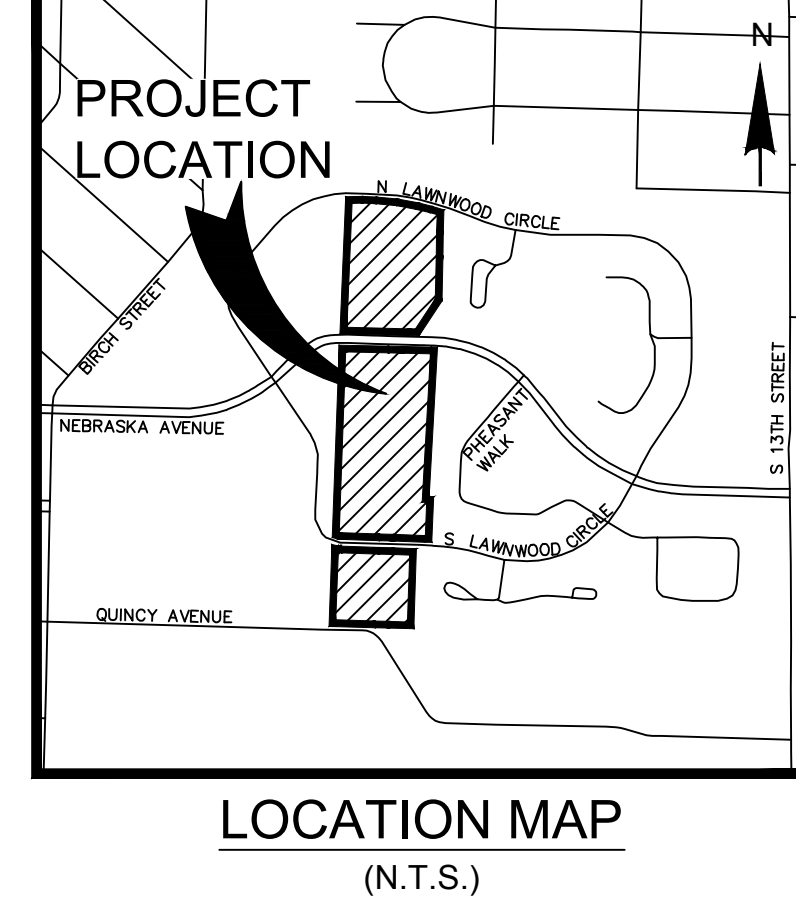
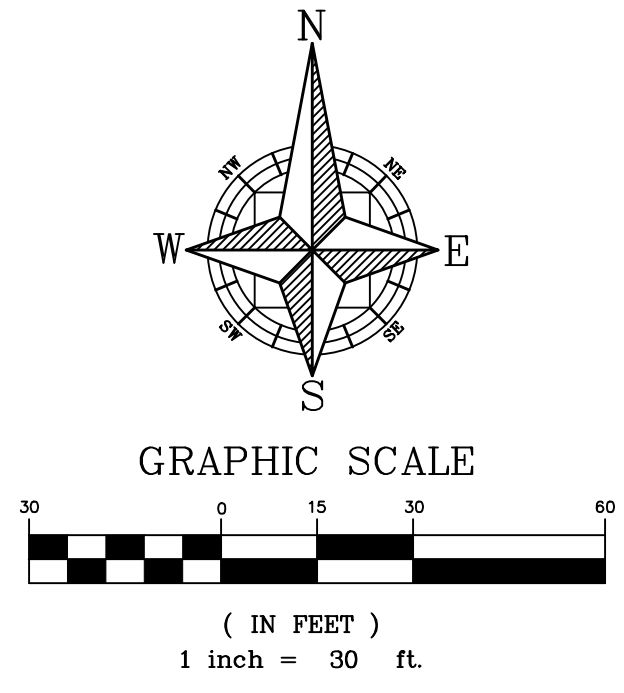
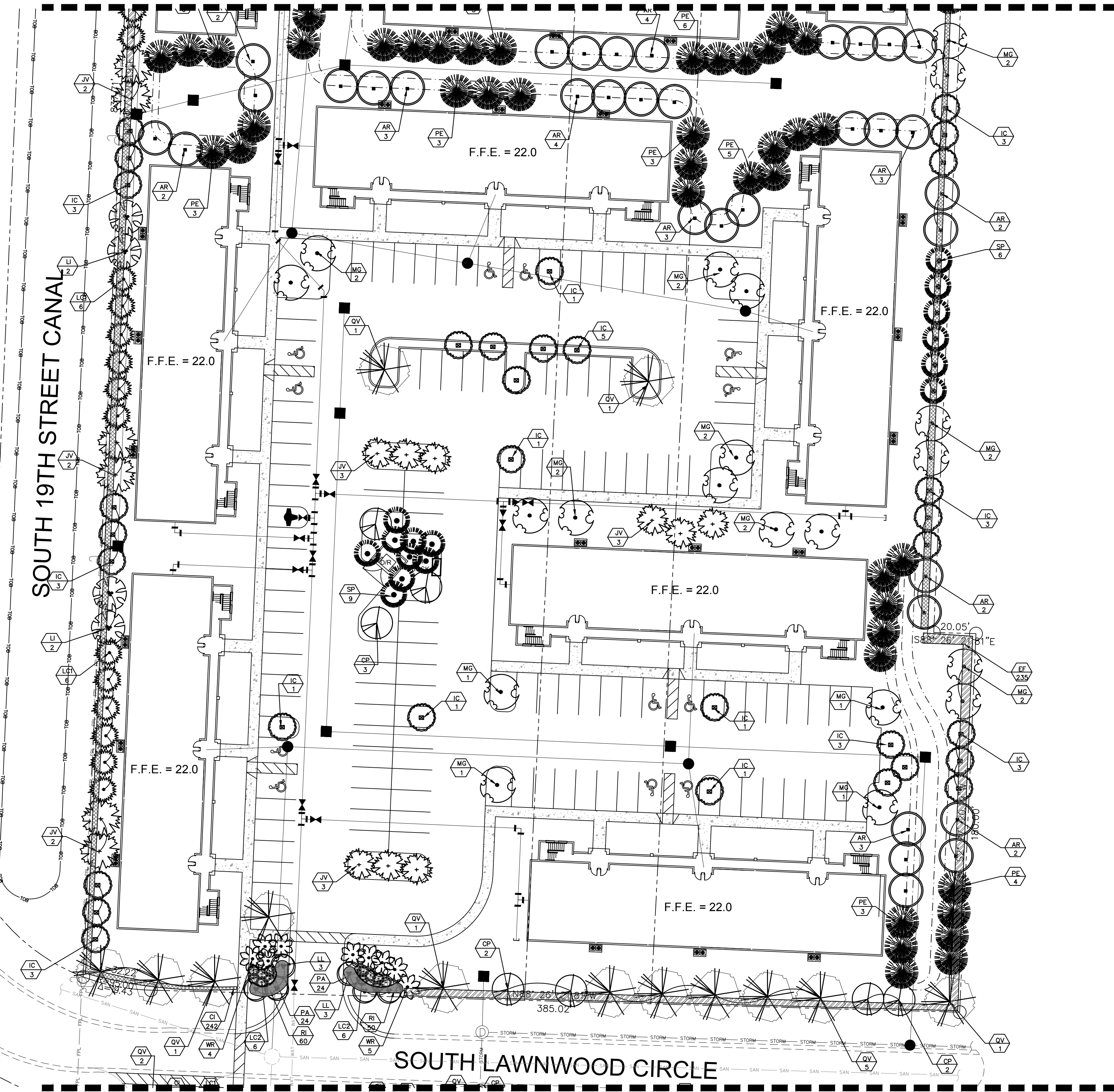
NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.
 NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

3/16/16

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MATCHLINE SEE SHEET LA-1.1

MATCHLINE SEE SHEET LA-1.3



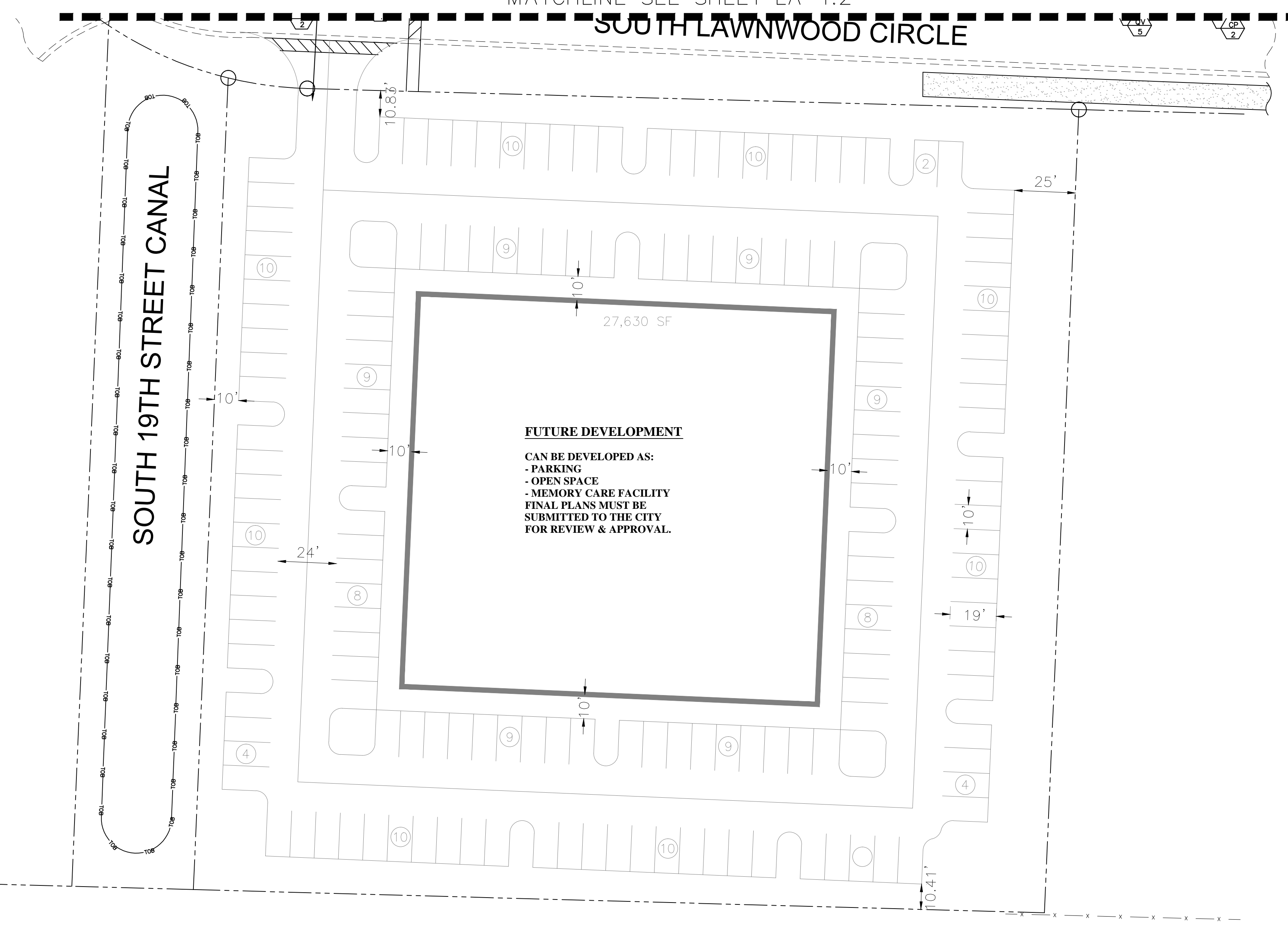
<p>IBI GROUP (FLORIDA) INC. <small>ENGINEERS ARCHITECTS SURVEYORS PLANNERS ENVIRONMENTAL CONSULTANTS</small> 2200 PARK CENTRAL BLVD. N. SUITE 101 MAITLAND, FLORIDA 32751 (407) 866-2120 ORLANDO, FLORIDA 32804 (407) 974-2200 POMPANO BEACH, FLORIDA 33064 (954) 974-2200</p>	<p>DATE: _____</p>
	<p>REV. _____</p>
<p>MAYFAIR FORT PIERCE, FLORIDA</p>	
<p>LANDSCAPE PLAN</p>	
<p>SCALE: 1" = 30'</p>	<p>PROJECT: 38890</p>
<p>SHEET: LA-1.2</p>	<p>CHECKED: RW</p>
<p>DATE: 3/16/2016</p>	<p>DESIGNED: _____</p>
<p>IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966</p>	<p>NOT FOR CONSTRUCTION</p>

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.

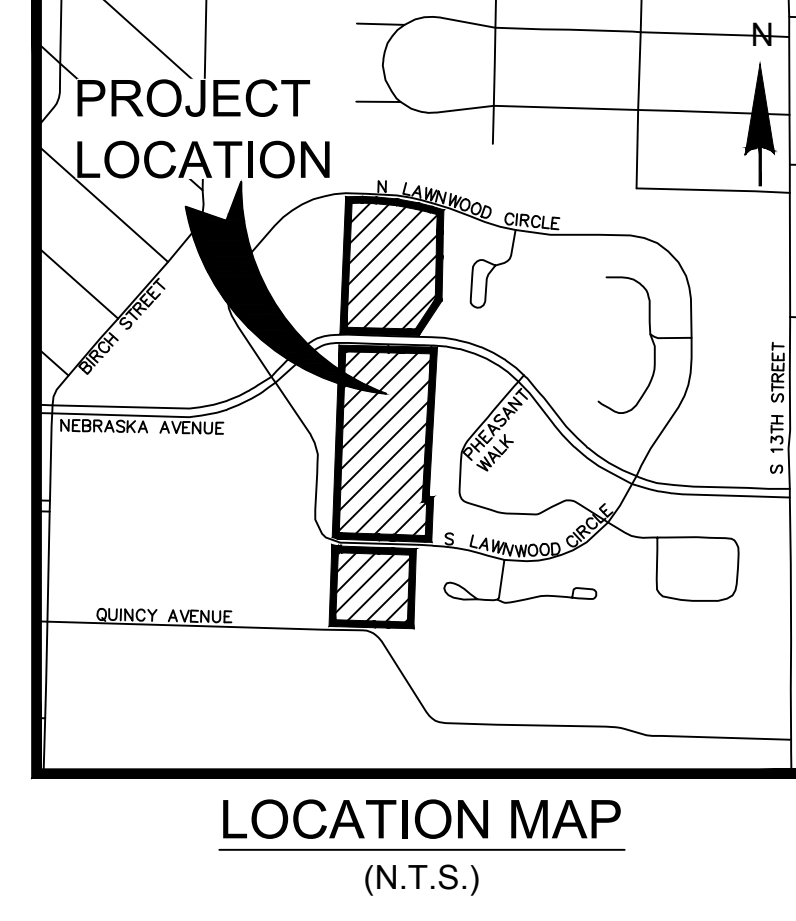
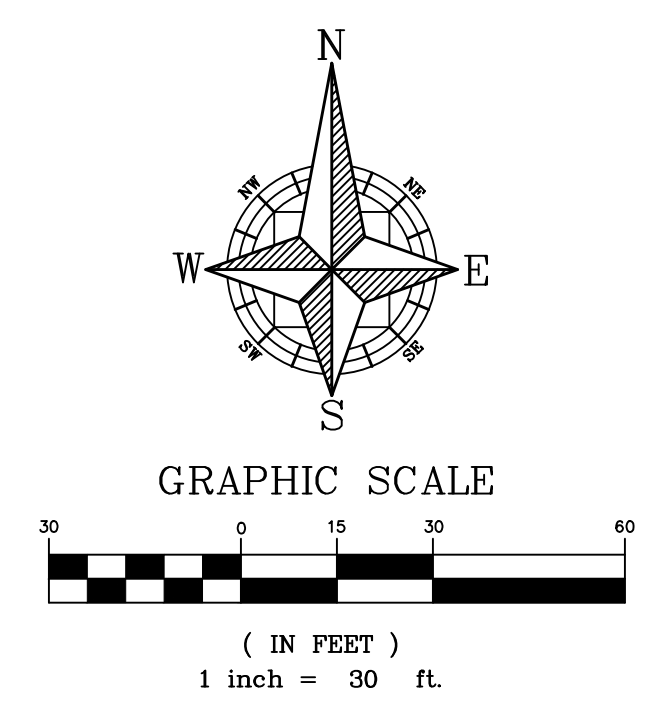
3/16/16

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MATCHLINE SEE SHEET LA-1.2
SOUTH LAWNWOOD CIRCLE



FUTURE DEVELOPMENT
 CAN BE DEVELOPED AS:
 - PARKING
 - OPEN SPACE
 - MEMORY CARE FACILITY
 FINAL PLANS MUST BE
 SUBMITTED TO THE CITY
 FOR REVIEW & APPROVAL.



QUINCY AVE.

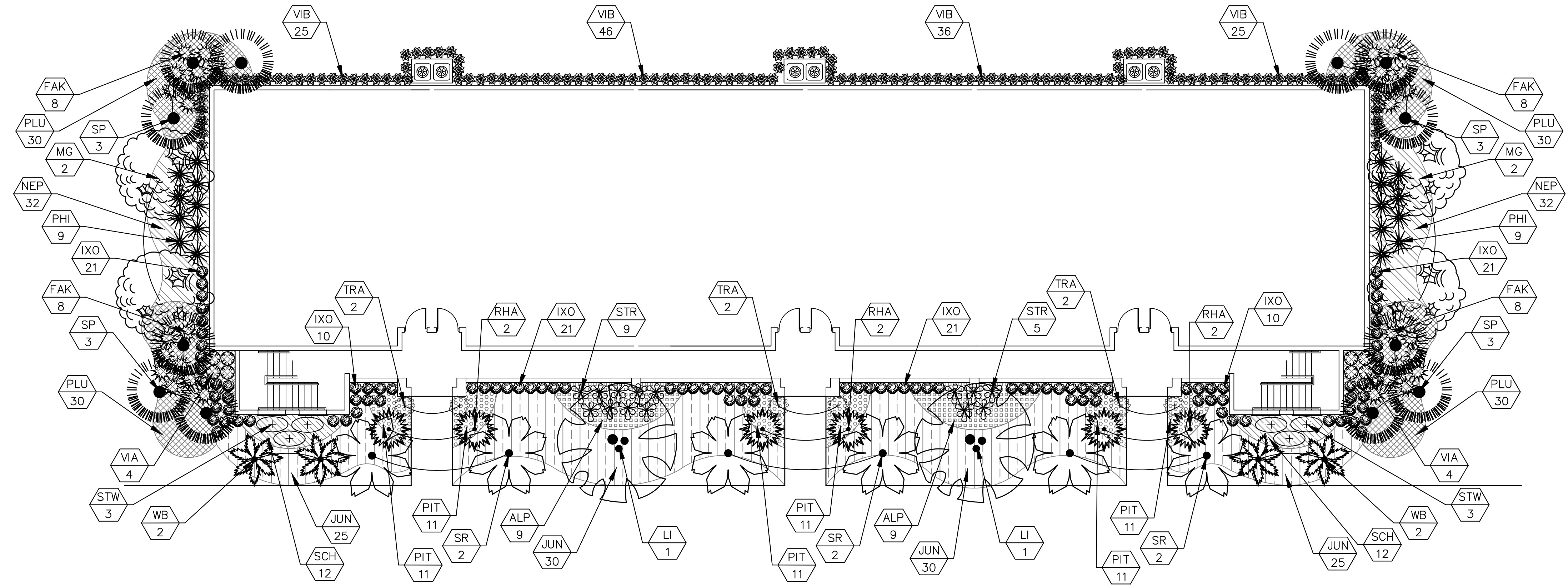
NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.
 NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH
 REQUIRED TREES IN LANDSCAPE ISLANDS / VJA AREAS. SEE ENGINEERING PLANS.

 FLORIDA ENGINEERING BUSINESS NO. 2966	SCALE 1" = 30'	DRAWN: BW	PROJECT 38890	SHEET LA-1.3	IBI GROUP (FLORIDA) INC. ENGINEERS SURVEYORS PLANNERS LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS 2300 MAILAND CENTER PARKWAY SUITE 101 FORT PIERCE, FLORIDA 33904 MAILING ADDRESS: SUITE 101 FORT PIERCE, FLORIDA 33904 (407) 860-2120	MAYFAIR FORT PIERCE, FLORIDA LANDSCAPE PLAN	ORLANDO POMPANO BEACH	REV. DATE	DESCRIPTION	BY
	DESIGNED:	CHECKED: RW	DATE: 3/16/2016	REV. DATE				DESCRIPTION	BY	
	DATE: 3/16/2016	REV. DATE	DESCRIPTION	BY						

NOT FOR CONSTRUCTION
 3/16/16

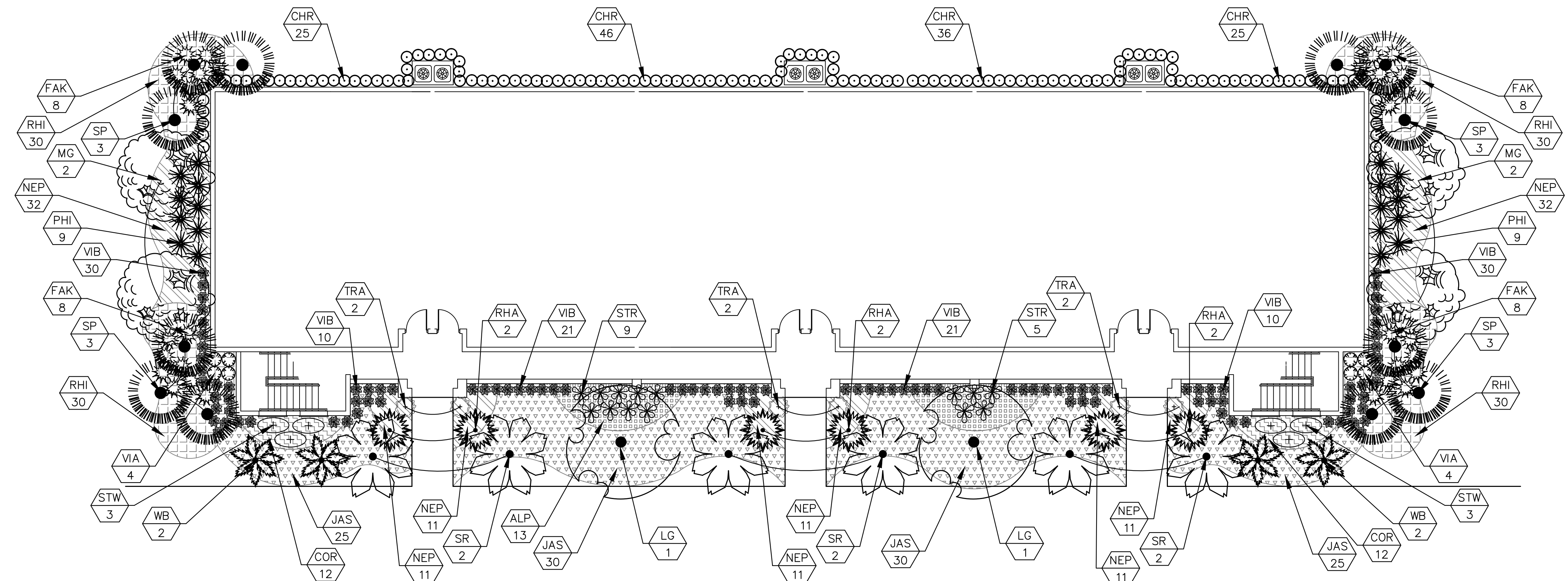
12 Unit Typical Plant List

Sym	Key	Qty.	Crt.	Scientific/Common Name	Ht.	Spr.	Remarks
Trees and Palms							
SR	6	1:1	QUEEN PALM STAGNUS ROMANOFFIANA	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 'WIBOOT'S'	8'-10'			VARIED HEIGHTS, BOOTED TRUNKS MINIMUM 8' CT. TRUNKS WITH 4 STAGGERED FULL HEADS
LI	2	1:1	CREPE MYRTLE LAEGERSTROEMIA 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
Accents							
STW	6		WHITE BIRD OF PARADISE STRELTZIA NICOLAI	36"	36"		7 STEMS MIN. MATCHED 7 GALLON
STR	14		DWARF BIRD OF PARADISE STRELTZIA REGINAE	48"	48"		7 GALLON, FULL MIN. 6.5 FRONDS
RHA	6		LADY PALM RHAPIS EXCELSA	48"	36"		7 GALLON, FULL TO BASE MATCHED
ALP	18		VARIEGATED SHELL GINGER ALPINA ZERUMBET 'VAREGATA'	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
Shrubs and Hedging							
VIA	8		AWABUKI VIBURNUM VIBURNUM ODORATISSIMUM 'AWABUKI'	36"	30"		FULL TO BASE 3 GALLON, 36" O.C.
PHI	16		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		SANDAKWIA VIBURNUM VIBURNUM SUSPENSUM	24"	24"		FULL TO BASE 3 GALLON, 24" O.C.
FAK	32		FAKAMATCHEE GRASS TRIPSACUM DACTYLOIDES	24"	24"		FULL TO BASE, MATCHED 3 GALLON, 36" O.C.
CHR	132		COCORUM CHRYSOBALANUS ICAGO	24"	24"		FULL TO BASE 3 GALLON, 24" O.C.
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 'VAREGATA'	24"	18"		FULL TO BASE MIN. 3 GALLON, 24" O.C.
PIT	66		VARIEGATED TOBIRA PITTOSPRUM PITTOSPORUM TOBIRA 'VAREGATA'	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 STENOCHORDUM SECUNDATUM				SOLID SOD STAGGER SEAMS FIELD VERIFY SOD AREAS



SUN EXPOSURE

12 UNITS



SHADE EXPOSURE

12 UNITS

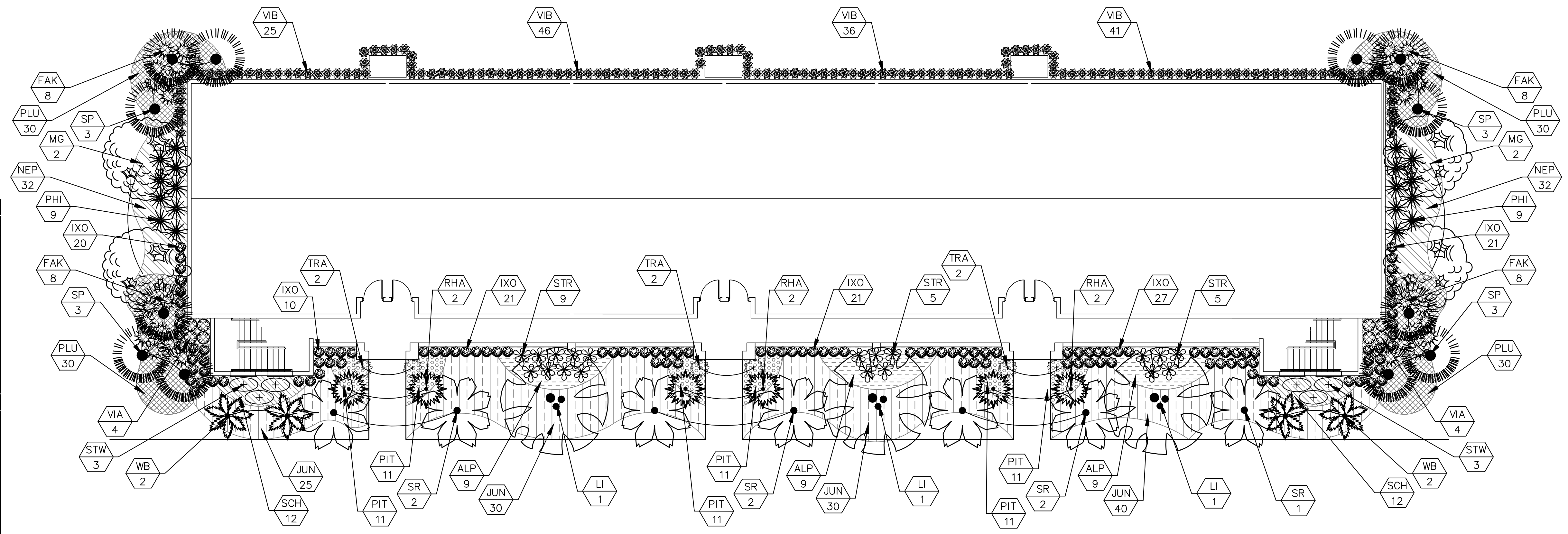
IBI GROUP (FLORIDA) INC. ENGINEERS ARCHITECTS SURVEYORS PLANNERS ENVIRONMENTAL CONSULTANTS 2200 PARK CENTRAL BLVD. N. SUITE 100 MAITLAND, FLORIDA 32751 (407) 866-2120 ORLANDO POMPANO BEACH	
MAYFAIR FORT PIERCE, FLORIDA LANDSCAPE TYPICALS	SCALE: 1" = 10' PROJECT: 38890 SHEET: LA-2.1 DATE: 3/16/2016
DRAWN: BW DESIGNED: BW CHECKED: RW DATE: 3/16/2016	IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966 NOT FOR CONSTRUCTION 3/16/16

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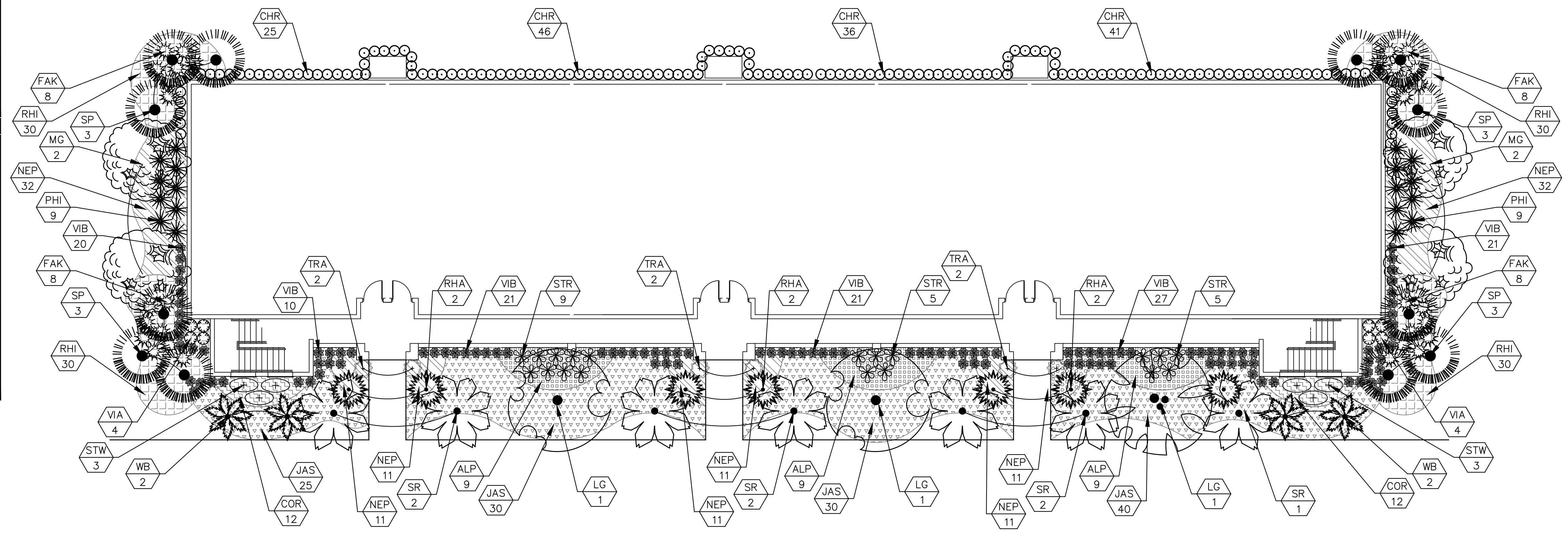
14 Unit Typical Plant List

Sym	Key	Qty.	Crt.	Scientific/Common Name	Ht.	Spr.	Remarks
Trees and Palms							
BR	6	11		QUEEN PALM SYAGRUS ROMANOFFIANA	12' GW		12' GW, MATCHED, FULL HEAVY HEADS, NO SCARRED TRUNKS
WB	4	11		FOXTAIL PALM WOODYETIA BIFURCATA	6' GW		6' GREY WOOD, MATCHING HEADS, MIN. 9' FRONDS, NO SCARRED TRUNKS
SP	12	31		SABAL PALM SABAL PALMETTO 'WIBOOT'S'	6'-10'		VARIED HEIGHTS, BOOTED TRUNKS, MINIMUM 5' CT, TRUNKS WITH 4 STAGGERED FULL HEADS
LI	2	11		CREPE MYRTLE LAGERSTROEMIA INDICA	10'	5'	MULTI TRUNK STANDARD, 3 TRUNKS MINIMUM, MIN. 4' CT., FULL MATCHED
MG	4	11		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, 3 TRUNKS MINIMUM, MIN. 4' CT., FULL MATCHED
Accents							
STW	6			WHITE BIRD OF PARADISE STRELTZIA NICOLAI	36"	36"	7 STEMS MIN, MATCHED 7 GALLON
STR	19			DWARF BIRD OF PARADISE STRELTZIA REGINAE	48"	48"	7 GALLON, FULL, MIN. 8" FRONDS
RHA	6			LADY PALM RHAPIS EXCELSA	48"	36"	7 GALLON, FULL TO BASE, MATCHED
ALP	27			VAREGATED SHELL GINGER ALPINA ZERUMBEI 'VAREGATA'	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
Shrubs and Hedging							
VIA	6			AWABUKU VIBURNUM VIBURNUM COCCATISSIMUM 'AWABUKU'	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 TRIPLODIUM DACTYLOIDES	24"	24"	FULL TO BASE, MATCHED 3 GALLON, 36" O.C.
CHR	148			COCOPLUM CHRYSOBALANUS ICADO	24"	24"	FULL TO BASE, 3 GALLON, 24" O.C.
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 NEPHROLEPS FALCATA 'FURCANS'	12"	12"	FULL 1 GALLON, 18" O.C.
SCH	24			VAREGATED SCHEFFLERA SCHEFFLERA ARBORESCENS 'VAREGATA'	24"	18"	FULL TO BASE, MIN. 3 GALLON, 24" O.C.
PIT	66			VAREGATED 'OSBA' PITTOSPORUM PITTOSPORUM TOBIRA 'VAREGATA'	8"	8"	FULL TO BASE, 1 GALLON, 18" O.C.
RHI	120			INDIAN HAWTHORN 'WHITE' RHAPHIOLEPS INDICA 'ALBA'	18"	18"	FULL TO BASE, 3 GALLON, 24" O.C.
JUN	125			BLUE RUG JUNPER JUNIPERUS HORIZONTALIS 'WILTONI'	12"	18"	FULL TO BASE, 3 GALLON, 24" O.C.
TRA	6			CONFEDERATE JASMINE TRACHELOSPERMUM JASMINOIDES			3 GALLON, FULL, MIN. 2 BRANCHES, MIN. 30" LONG, ATTACH TO FENCE/TRELLIS
SOD	SOD	XXXX	S.T.	ST. AUGUSTINE FLORATUM STENOCHAPRUM SECUNDATUM			SOLID SOD, STAGGER SEAMS, FIELD VERIFY SOD AREAS



SUN EXPOSURE

14 UNITS

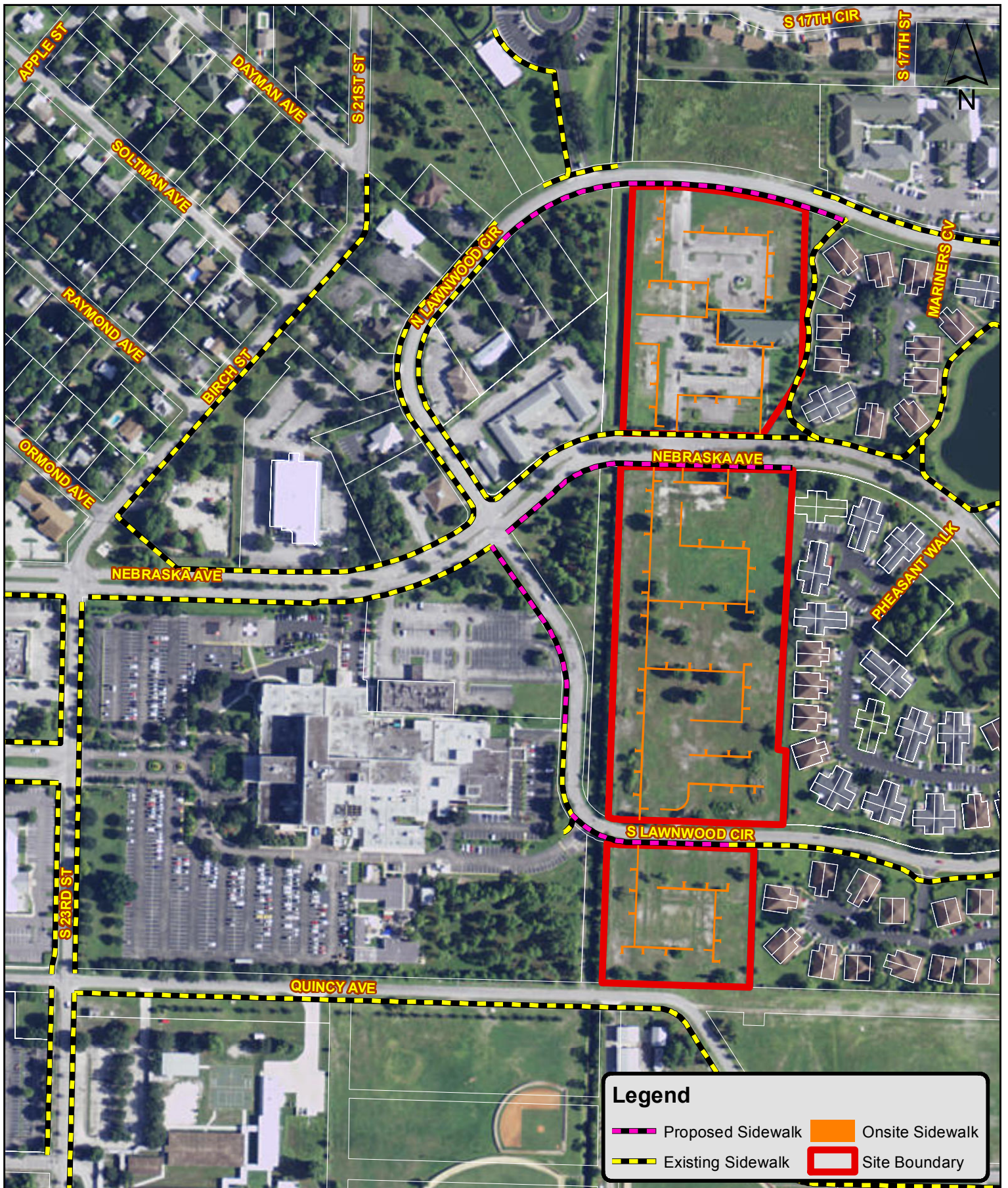


SHADE EXPOSURE

14 UNITS

IBI GROUP (FLORIDA) INC. ENGINEERS SURVEYORS PLANNERS LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS 2200 PARK CENTRAL BLVD. N. SUITE 101 POMPANO BEACH, FLORIDA 33064 (954) 974-2200		ORLANDO POMPANO BEACH
MAYFAIR FORT PIERCE, FLORIDA		LANDSCAPE TYPICALS
SCALE: 1" = 10' PROJECT: 38890 SHEET: LA-2.2	DRAWN: BW DESIGNED: CHECKED: RW DATE: 3/16/2016	REV. DATE DESCRIPTION 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966		NOT FOR CONSTRUCTION 3/16/16

➤ **Proposed Sidewalk Plan**



Legend

- Proposed Sidewalk
- Onsite Sidewalk
- Existing Sidewalk
- Site Boundary

**Mayfair at Longwood
Sidewalk Map**



IBI Group (Florida) Inc.
 2200 Park Central Boulevard N. Suite 100
 Pompano Beach, FL 33064
 tel 954 974 2200
 fax 954 973 2686

City of Fort Pierce

St. Lucie County

Florida

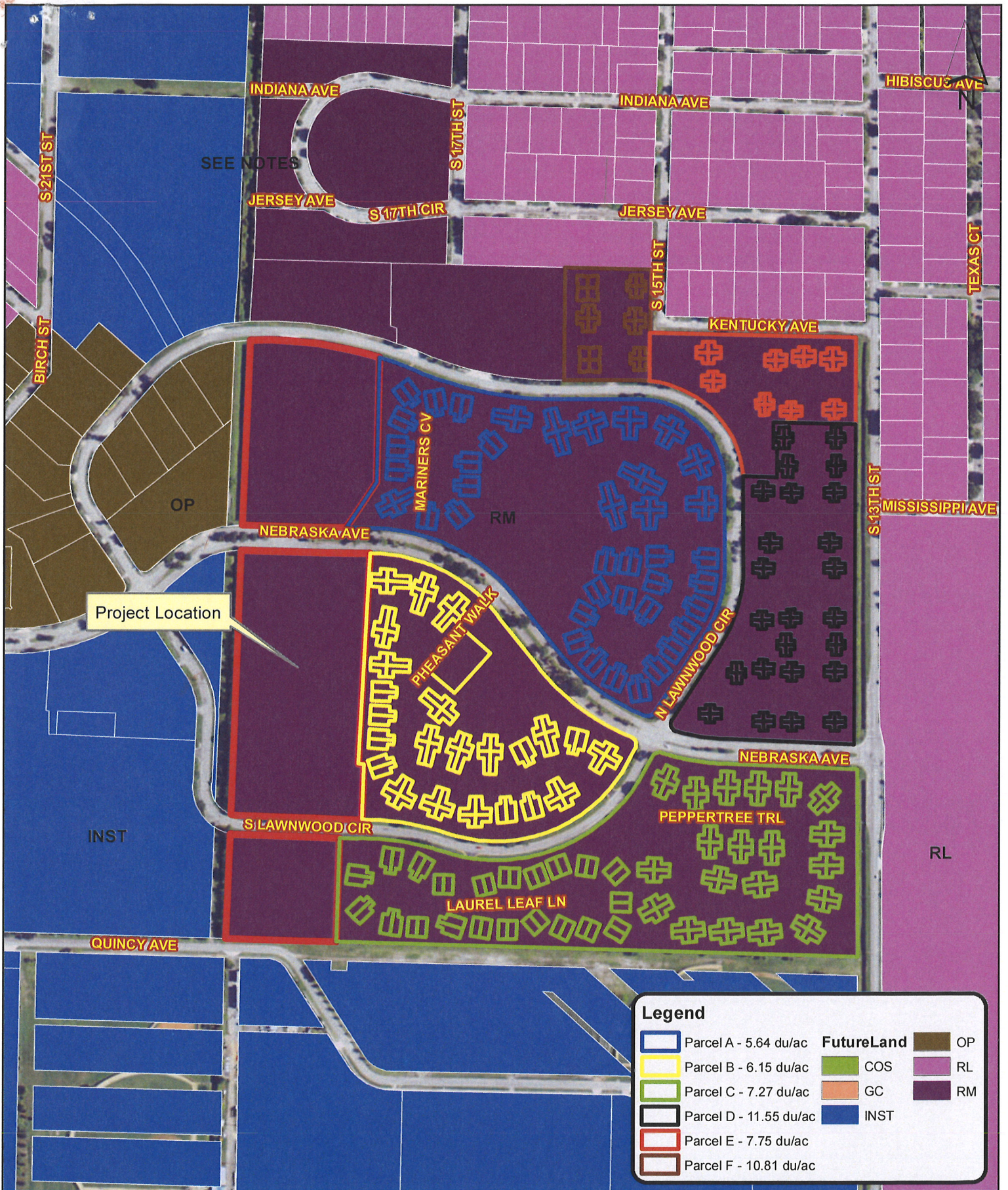
Scale: 1" = 300'

By: cmp

Job# 38890

Date: 06/06/2016

➤ **Neighboring Densities & Occupancy -
Maps & Data**



Project Location

Legend

Parcel A - 5.64 du/ac	FutureLand OP
Parcel B - 6.15 du/ac	FutureLand COS
Parcel C - 7.27 du/ac	FutureLand GC
Parcel D - 11.55 du/ac	INST
Parcel E - 7.75 du/ac	FutureLand RL
Parcel F - 10.81 du/ac	FutureLand RM

Mayfair at Longwood Neighboring Densities Map



IBI Group (Florida) Inc.
2200 Park Central Boulevard N. Suite 100
Pompano Beach, FL 33064
tel 954 974 2200
fax 954 973 2686

City of Fort Pierce
Scale: 1" = 400'

By: cmp

St. Lucie County
Job# 38890

Florida
Date: 01/13/2016



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) 2 Brm/2 Bath 1,850 sq ft	\$ 59,900 Time on Market: 81 days
1305 Peppertree Trail, Apt D (Lakewood Villas) 2 Brm/2 Bath 1,850 sq ft	\$ 74,900 Time on Market: 162 days
1327 Peppertree Trail, Apt ? (Lakewood Villas) 2 Brm/2 Bath 1,850 sq ft	\$ 68,000 Time on Market: 147 days
1317 Peppertree Trail, Apt ? (Lakewood Villas) 2 Brm/2 Bath 1,850 sq ft	\$ 69,900 Time on Market: 9 days
1302 Nebraska Avenue, Apt 12A 2 Brm/2 Bath 1,658 sq ft	\$ 69,900 Time on Market: 110 days
1525 Pheasant Walk, Apt A 2 Brm/2 Bath 1,800 sq ft	\$ 58,000 Time on Market: 74 days
1549 Pheasant Walk, Apt B 2 Brm/2 Bath 2,246 sq ft	\$ 89,000 Time on Market: 87 days
1611 Laurel Leaf Lane, Apt A 3 Brm/2 Bath 1,658 sq ft	\$ 89,900 Time on Market: 97 days

1440 N Lawnwood Circle, Apt 19-C
2 Brm/1.5 Bath 1,658 sq ft \$ 84,900
Time on Market: 127 days

1458 N Lawnwood Circle, Apt ?
2 Brm/1.5 Bath 1,658 sq ft \$ 69,900
Time on Market: 143 days

2090 Colonial Road, Apt 1
2 Brm/2 Bath 2,141 sq ft \$ 79,900
Time on Market: 67 days

2080 Colonial Road, Apt 3
2 Brm/2 Bath 1,905 sq ft \$ 74,900
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**



(A) FORT PIERCE INTERMODAL TRANSFER



(E) IRSC



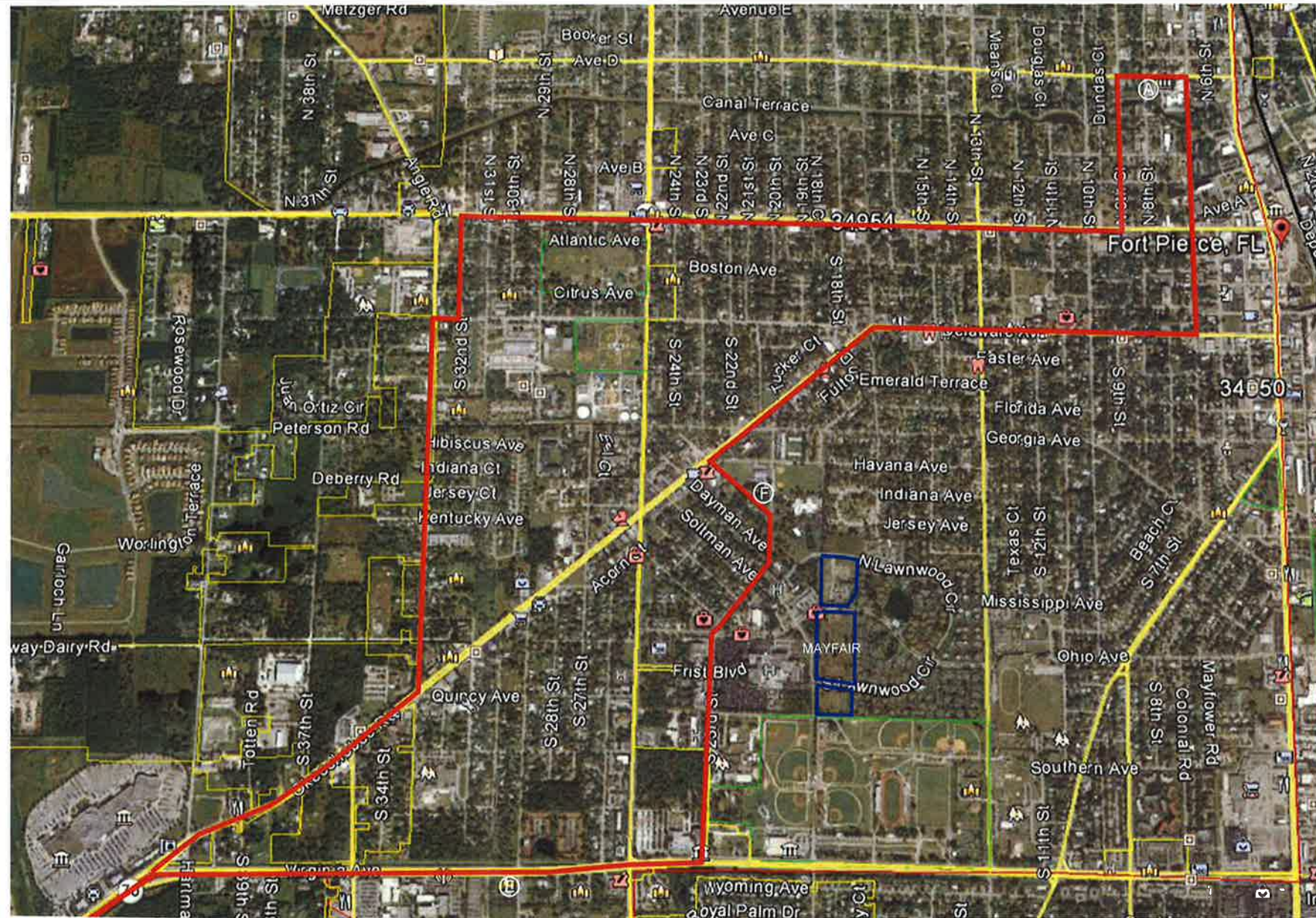
(F) 21 ST STREET & KAUFMAN AVE



**ROUTE 3 - SOUTH / SUR
FORT PIERCE BUSINESS TRANSIT LINE & BUS STOPS**

Fort Pierce Intermodal Facility*	21st Street & Kaufman Avenue	Walmart	Peters Road	IRSC	21st Street / Kaufman Avenue
A	E	D	C	B	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					

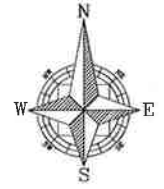
PM TIMES ARE INDICATED IN BOLD TYPE / LOS HORARIOS PM ESTAN INDICADOS EN NEGRITA
 *END OF THE LINE / **AL FIN DE LA LINEA **CONNECTION WITH ROUTES 1 & 2



TREASURE COAST CONNECTOR BUS ROUTE

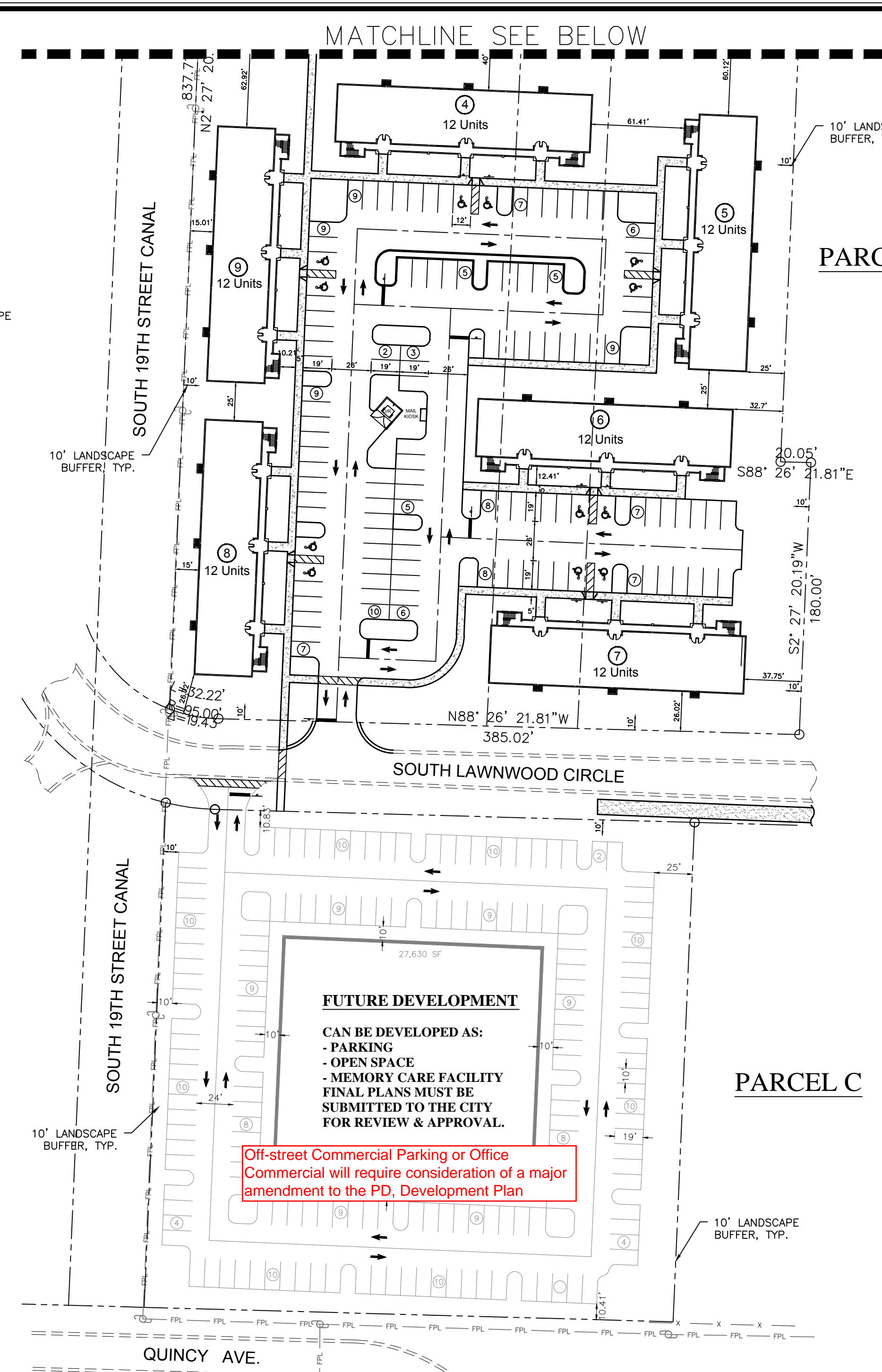
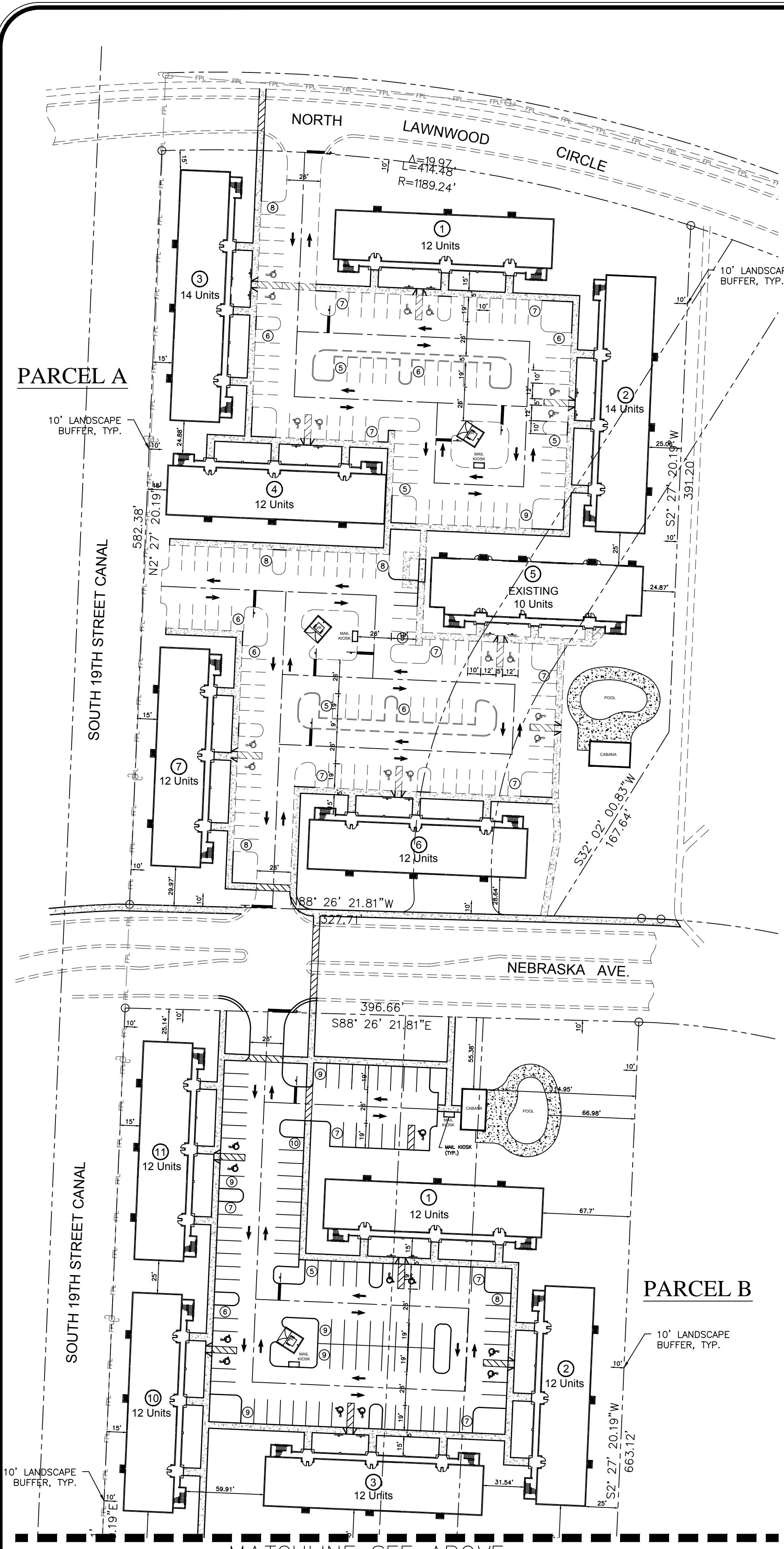


ENLARGEMENT

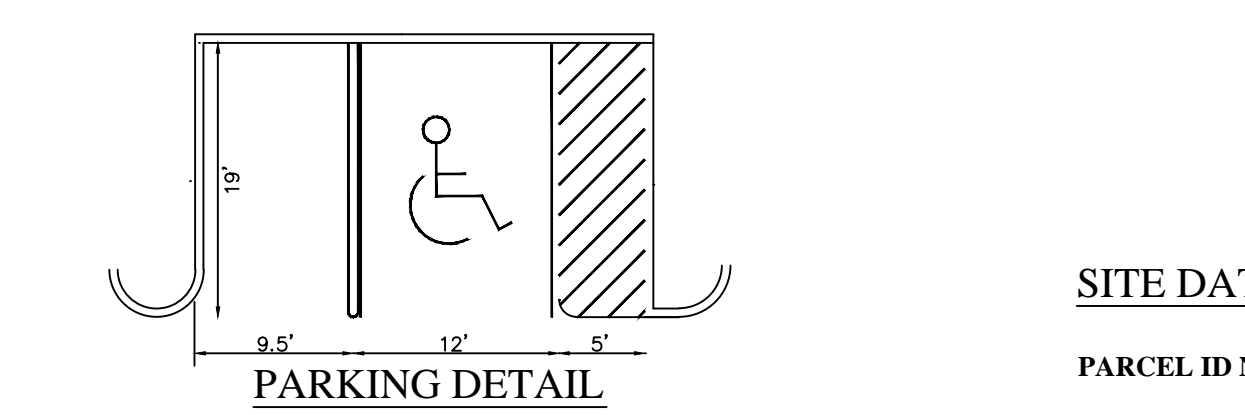
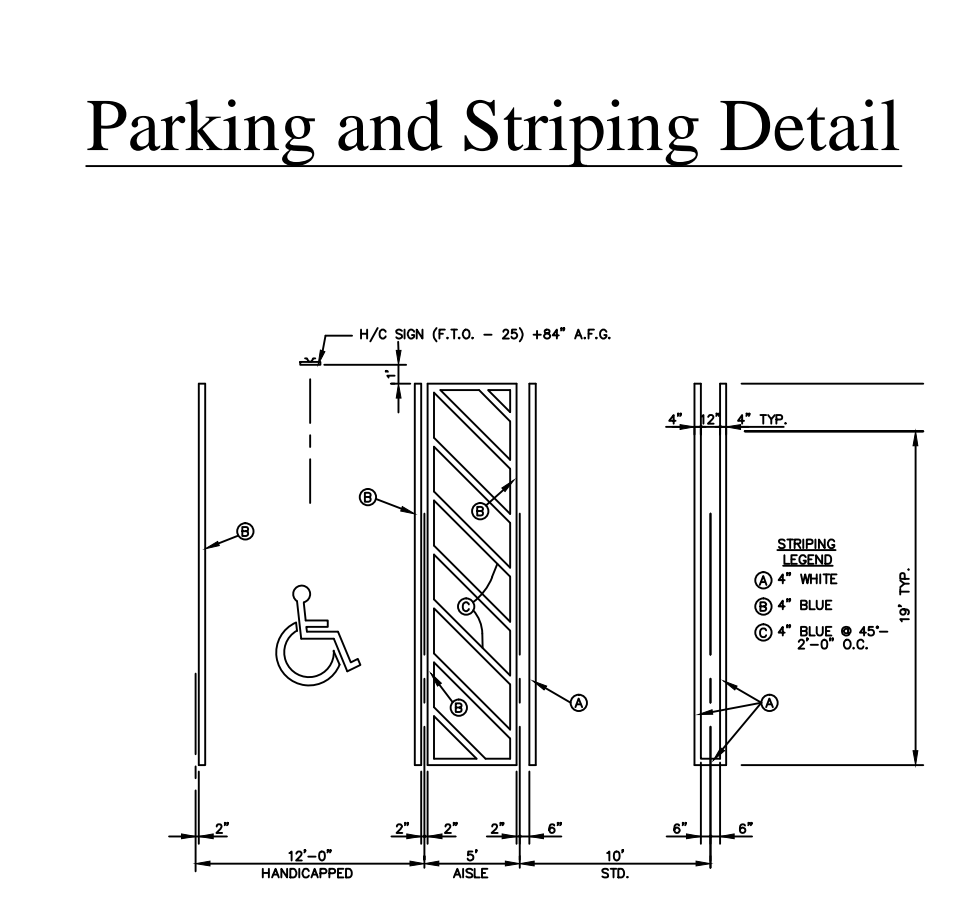
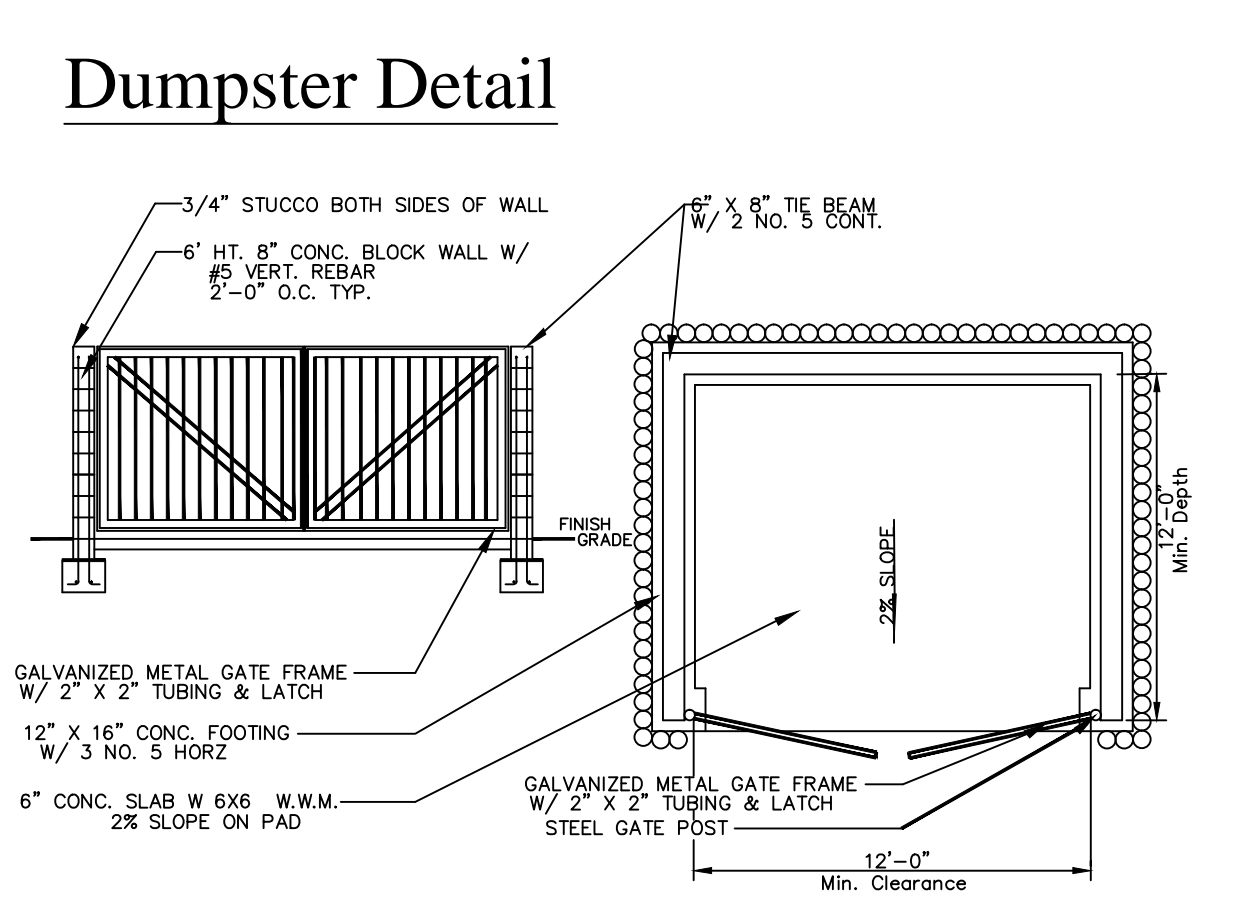
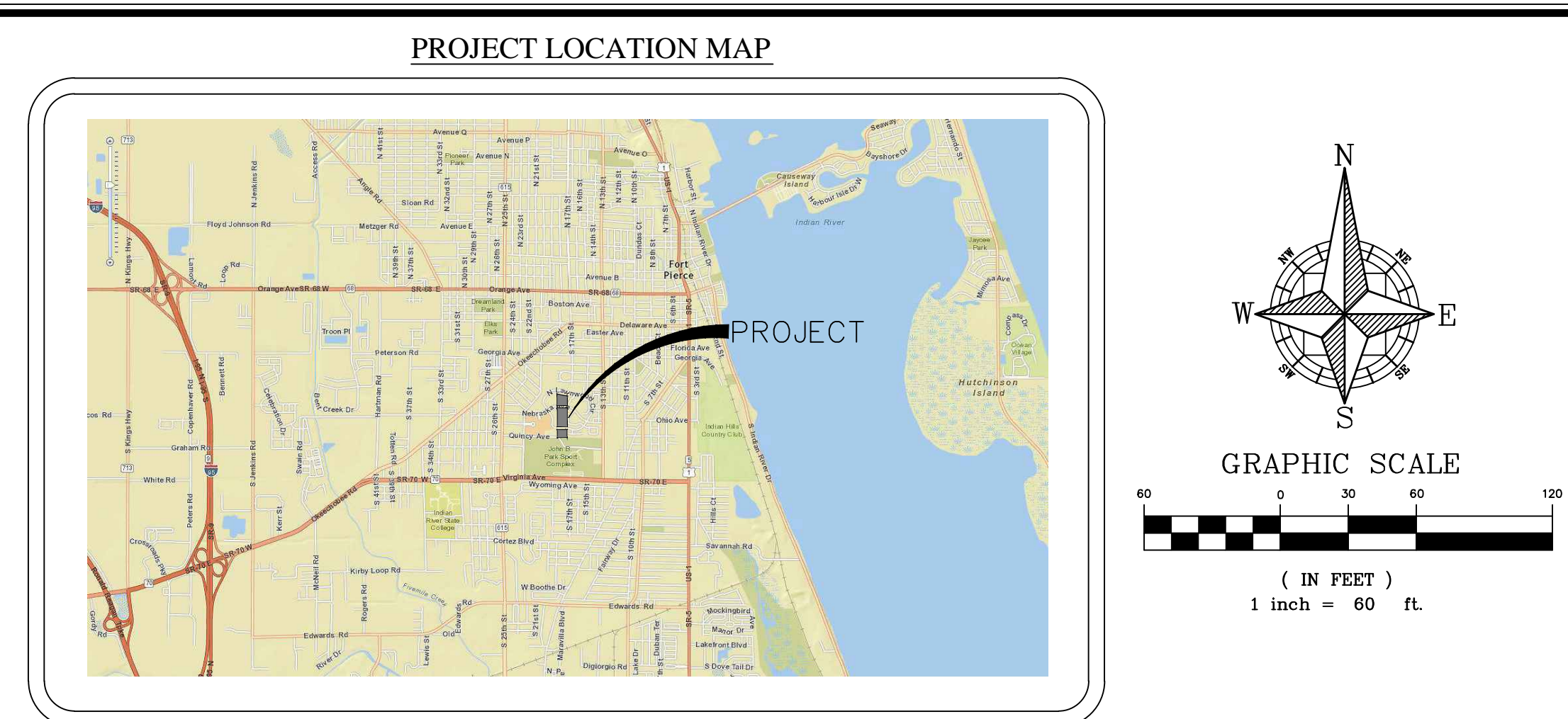


SCALE	NA	PROJECT	38890	SHEET	RTE
DESIGNED	X XXXXXXX	CHECKED	X XXXXXXX	DATE	8/11/2015
<p>IBI GROUP (FLORIDA) INC. 2200 PARK CENTRAL BLVD. N. SUITE 101 POMPANO BEACH, FL 33064 (954) 974-2900 (407) 866-2120 ORLANDO POMPANO BEACH</p>					
<p>MAYFAIR City of Fort Pierce, Florida TREASURE COAST CONNECTOR BUS ROUTE</p>					
<p>IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2986</p>					
<p>NOT FOR CONSTRUCTION 8/11/15</p>					

J:\38890\5.9 Drawings\590civil\layouts\38890-SP ALT.dwg By:becky.williams Plotted By:becky.williams Modified: 3/16/2016



	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

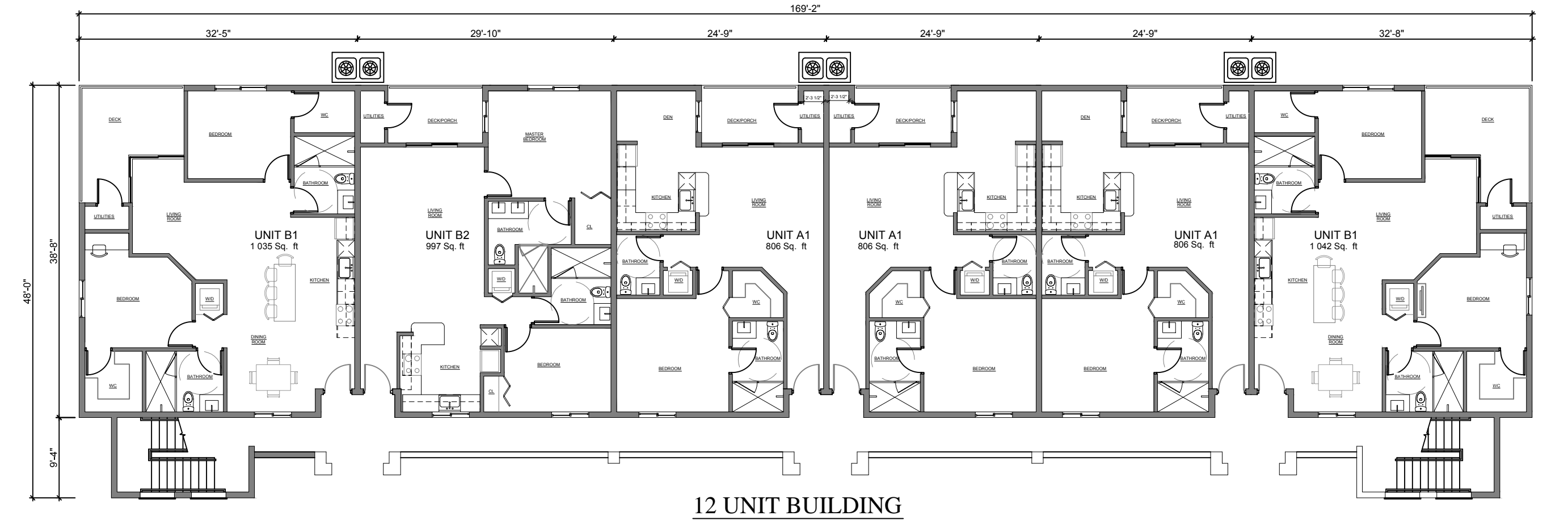
FEMA F.L.R.M. FLOOD ZONE: #12111C0187J
 X

BUILDING SETBACKS: REQUIRED 15' PROVIDED

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



SCALE	1" = 60'
PROJECT	38890
SHEET	SP-1.0
DATE	3/15/2016
DRAWN	CP / BW
DESIGNED	
CHECKED	RW
DATE	3/15/2016
IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966	
MAYFAIR FORT PIERCE, FLORIDA	
SITE PLAN	
IBI GROUP (FLORIDA) INC. PLANNERS SURVEYORS ENVIRONMENTAL CONSULTANTS LANDSCAPE ARCHITECTS ENGINEERS 2200 PARK CENTRAL BLVD. N. SUITE 101 MAITLAND, FLORIDA 32751 (407) 860-2120 POMPAHO BEACH ORLANDO POMPAHO BEACH	
REV.	DATE
1	03-15-16
2	11-24-15
3	ADD 12' LANDSCAPE BUFFER, SOAKAWAY, AND TANK
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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 327.80 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, THROUGH 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 386.67 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, 389.00 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 120°75"4", 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 THERE TO.
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) = CURVELAMBETH
- (P) = PLAT
- (D) = DEED
- (R) = RADIAL
- FND = FOUND
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- PR = PERMANENT REFERENCE MONUMENT
- CN = CONCRETE MONUMENT
- FTE = FINISH FLOOR ELEVATION
- EL = ELEVATION
- FL = FLORIDA POWER AND LIGHT
- OHU = OVERHEAD UTILITIES
- HD = MAIL AND DOOR
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- LB = LICENSED BUSINESS
- P#B = PLAT BOOK
- R/W = RIGHT-OF-WAY
- WLE = WATER MAIN EASEMENT
- S.S.E. = SANITARY SEWER EASEMENT
- IP = 1/2" RIM PIPE
- HOOP = HANGCAP
- ALM = ALUMINUM
- CBS = CONCRETE BLOCK STRUCTURE
- SF = SQUARE FEET
- CI = CURB INLET
- CS = CONTROL STRUCTURE
- = SET #5 IR # CAP LB 7056
- = LIGHT POLE
- ⊙ = HAT FEDESTAL
- ⊙ = WOOD POWER POLE
- = GUY WIRE
- CONC = CONCRETE
- WPP = WOOD POWER POLE
- WLE = UTILITY EASEMENT
- FF = FIRE HYDRANT
- = WATER VALVE
- = SANITARY VALVE
- = GAS VALVE
- TOB = TOP OF BANK
- ORR = OFFICIAL RECORD BOOK
- PS = PAGE
- RFC = REINFORCED CONCRETE PIPE
- AC = ACRES
- = CATCH BASIN
- ⊙ = SANITARY MANHOLE
- ⊙ = EXISTING WELL
- ⊙ = #5 IRON ROD
- ⊙ = #5 IRON ROD AND CAP
- = #1" SAGSLOW PREVENTOR/WATER METER
- = EXISTING STORM PIPE
- = EXISTING WATER MAIN
- = EXISTING FORCE MAIN
- = EXISTING SANITARY PIPE
- = OVERHEAD MANHOLE
- = FPL TRANSFORMER PAD
- = 4" CHAIN LINK FENCE
- = 4" HOOD HIRE FENCE
- = WOOD FENCE
- = CABLE TELEVISION BOX
- = HANGCAP PARKING SPACE
- = NUMBER OF REGULAR PARKING SPACES

Richard C. Laventure 7/5/10
 RICHARD C. LAVENTURE DATE
 FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

BOUNDARY SURVEY

PREPARED FOR
OCEAN BANK

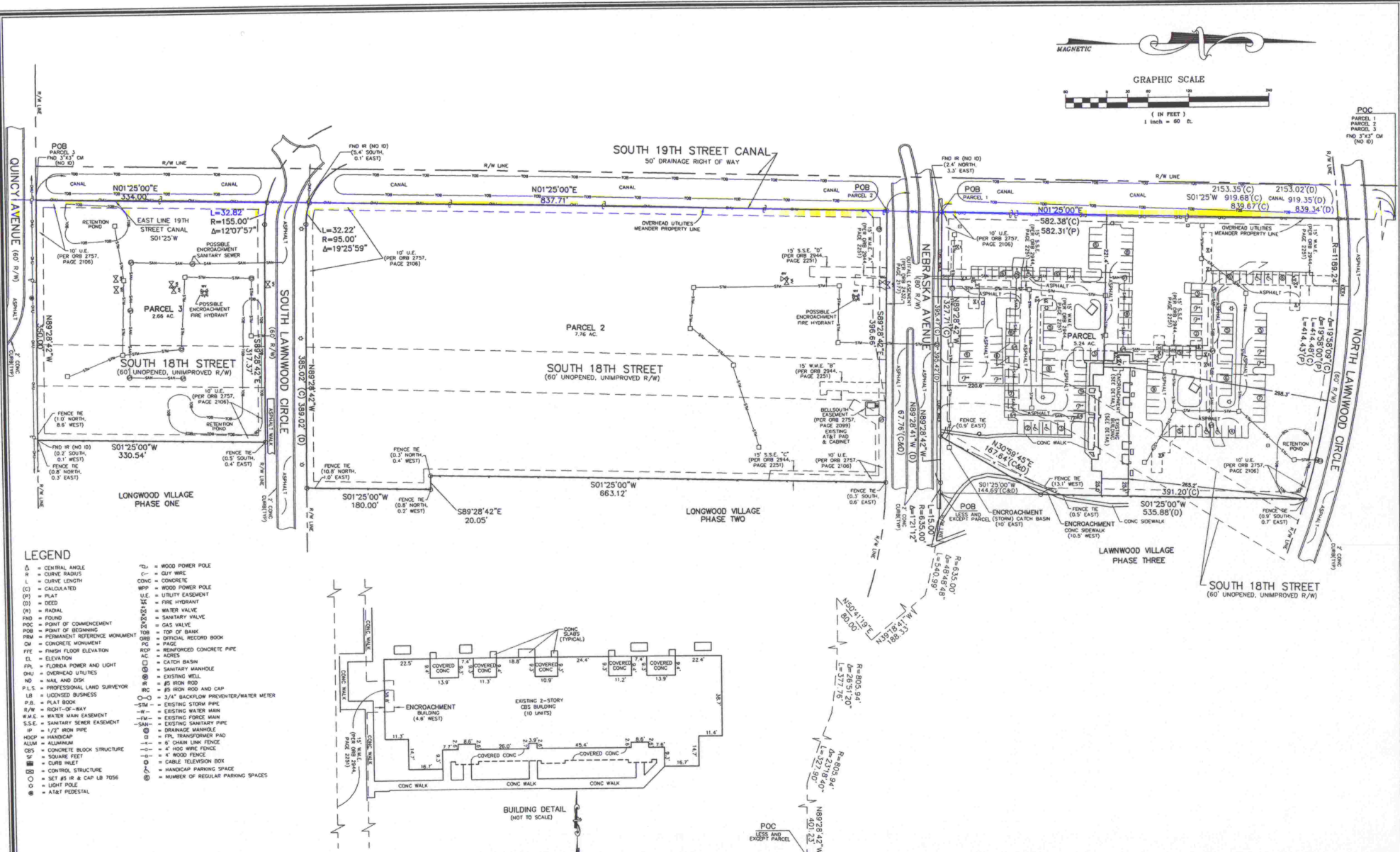
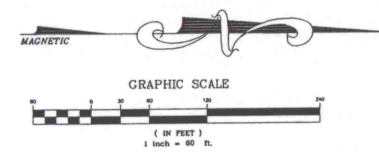
- REVISIONS -

	BY	DATE	BY	DATE
REVIEW AND INDICATE TITLE ELEMENTS	ALM	3/3/04	FELD	2/11/04
TREE SURVEY	JPH	10/23/04	CALCS.	2/19/04
TOPO SURVEY	JPH	2/18/05	DRW.	2/11/04
UPDATE SURVEY	MMH	7/6/13	CHECKED	2/21/04
			FILE REF.	FIELD BK./PG.
			04.0447	04.0875

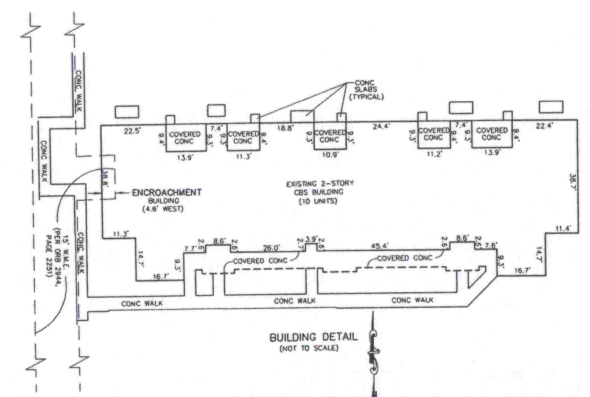


LAVENTURE & ASSOCIATES, INC.
 PROFESSIONAL SURVEYING AND MAPPING
 CIVIL ENGINEERING COORDINATION
 774 N. HIGHWAY ROAD
 FORT PIERCE, FLORIDA 34982
 LB 7056 (772) 398-6430 PHONE (772) 398-6426 FAX

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
 - R = CURVE RADIUS
 - L = CURVE LENGTH
 - (C) = CALCULATED
 - (P) = PLAT
 - (D) = DEED
 - (R) = RADIAL
 - FND = FOUND
 - POB = POINT OF COMMENCEMENT
 - POB = POINT OF BEGINNING
 - PRM = PERMANENT REFERENCE MONUMENT
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 - FFE = FINISH FLOOR ELEVATION
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 - R/W = RIGHT-OF-WAY
 - W.M.E. = WATER MAIN EASEMENT
 - S.S.E. = SANITARY SEWER EASEMENT
 - IP = 1/2" IRON PIPE
 - HOCP = HANDICAP
 - ALUM = ALUMINUM
 - CBS = CONCRETE BLOCK STRUCTURE
 - SF = SQUARE FEET
 - CI = CURB INLET
 - DS = CONTROL STRUCTURE
 - SET 5" IN 8" CAP L.B. 7056
 - LP = LIGHT POLE
 - AT&T = AT&T PEDESTAL
 - W.P. = WOOD POWER POLE
 - C- = C-UT WIRE
 - CONC = CONCRETE
 - W.P. = WOOD POWER POLE
 - U.E. = UTILITY EASEMENT
 - F = FIRE HYDRANT
 - W.V. = WATER VALVE
 - S.W. = SANITARY WALK
 - G.V. = GAS VALVE
 - T.O.B. = TOP OF BANK
 - PAGE = PAGE
 - REN = REINFORCED CONCRETE PIPE
 - ADRES = ADRES
 - C.B. = CATCH BASIN
 - S.M. = SANITARY MANHOLE
 - EX = EXISTING WELL
 - IR = IRON ROD
 - IR & CAP = IRON ROD AND CAP
 - 3/4" = 3/4" BACKFLOW PREVENTER/WATER METER
 - EX = EXISTING STORM PIPE
 - EX = EXISTING WATER MAIN
 - EX = EXISTING FORCE MAIN
 - EX = EXISTING SANITARY PIPE
 - EX = EXISTING MANHOLE
 - FPL = FPL TRANSFORMER PAD
 - CL = 4" CHAIN LINK FENCE
 - 4" = 4" HOOD WIRE FENCE
 - HO = HOOD
 - CP = CABLE TELEVISION BOX
 - HP = HANDICAP PARKING SPACE
 - H.R. = NUMBER OF REGULAR PARKING SPACES



BOUNDARY SURVEY
PREPARED FOR
OCEAN BANK

- REVISIONS -

BY	DATE	BY	DATE
REVER	3/3/04	ALJ	3/3/04
FREE SURVEY	3/23/04	JM	2/18/05
TOPO SURVEY	2/18/05	JM	2/11/04
UPDATE SURVEY	7/05/13	MWH	02/01/04

<p align="center">LAVENTURE & ASSOCIATES, INC. PROFESSIONAL SURVEYING AND MAPPING CIVIL ENGINEERING COORDINATION</p> <p align="center">174 W. MIDWAY ROAD LB 7056 (772) 398-6430 PHONE (772) 398-6426 FAX</p>		<p>DATE: 2/11/04 HORZ. SCALE: 1"=60' VERT. SCALE: N/A JOB NO: 13.0447-1 SHEET 2 of 2</p>
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PLEASE SEE SHEET 1 OF 2 FOR NOTES AND CERTIFICATION.



Front Elevation

Fran Bankim



Rear Elevation

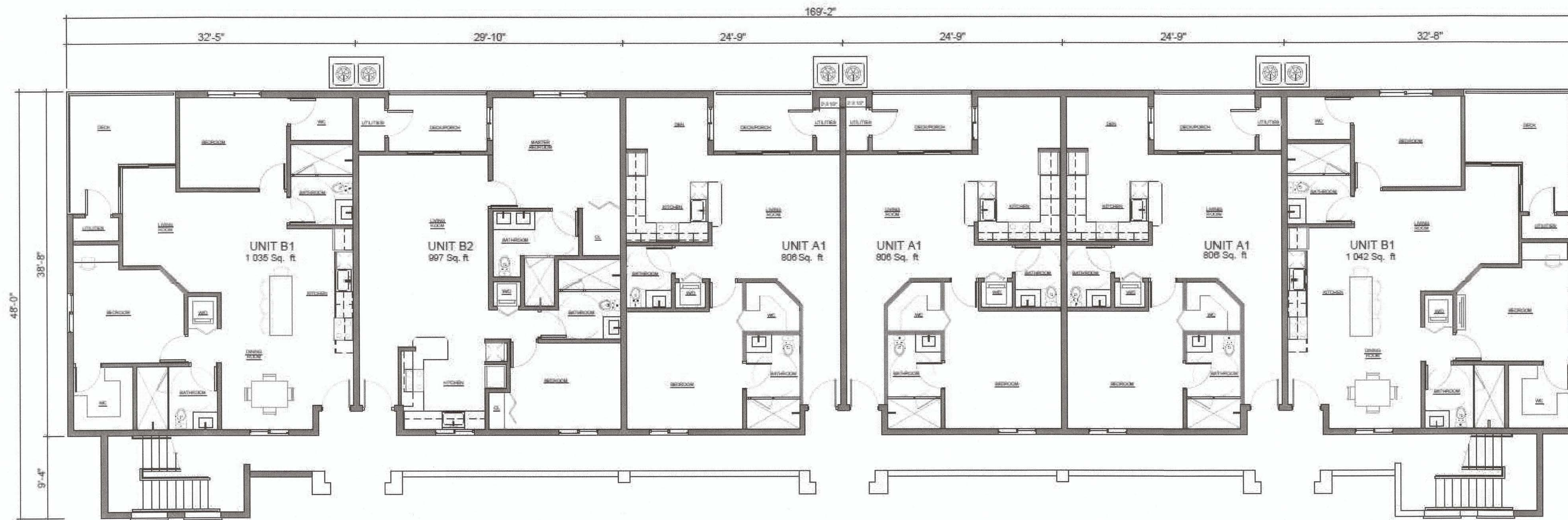


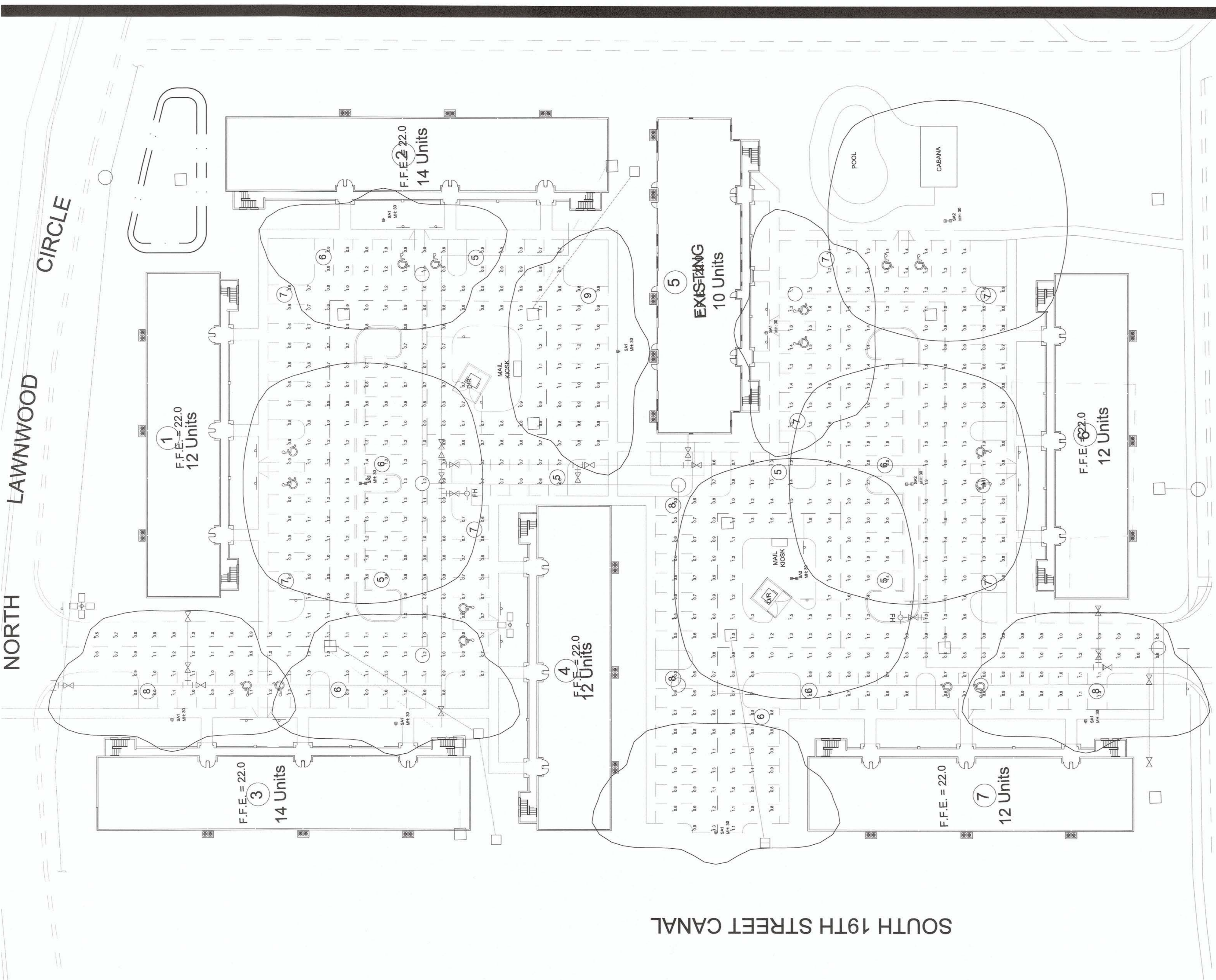
Left Side Elevation

Right Side Elevation



Front Elevation



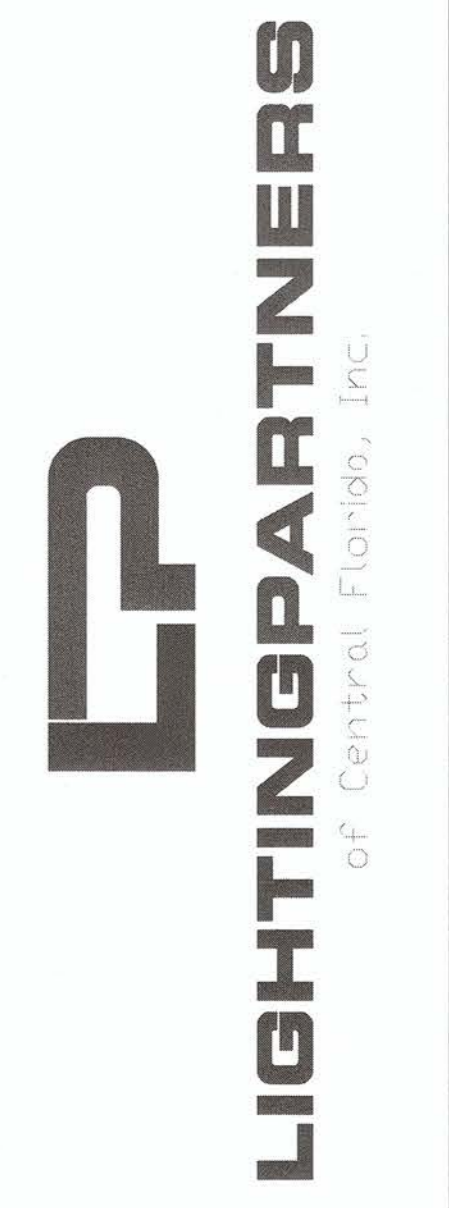


- NOTES**
1. Readings shown are in units of maintained footcandles.
 2. Total light loss factor = See luminaire schedule.
 3. Test plane = 0' afg (Pavement Level).
 4. No light blocking objects were considered for this photometric analysis.
 5. Fixture mounting height = See plan view.
 6. Fixture spacing = 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.

Symbol	Qty	Label	Arrangement	Manufacturer	Description	LF	Lum. Watts	Air. Watts	Total Watts	Lum. Lumens	Avr. Lum. Lumens	BUD Rating
[Symbol]	14	SA1	SINGLE	COOPER LIGHTING - MCGRAWHILL	GLEON-AE-02-LED-E1-TW	0.912	107	107	1486	10426	10426	02-L0-G2
[Symbol]	14	SA2	BACK-BACK	COOPER LIGHTING - MCGRAWHILL	GLEON-AE-02-LED-E1-FW	0.912	107	214	2096	11069	22119	04-L0-G2

Label	Calc-Type	Units	Avr	Max	Min	Avr/Wt	Max/Min
PARKING AREA	Illuminance	Fc	1.08	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



PROJECT:
**MAYFAIR
 FORT PIERCE, FL
 PARKING LOT AREA
 AREA 1
 COOPER LIGHTING**

CLIENT:
**IBI Group
 Atn: Becky Williams**

PROJECT #:

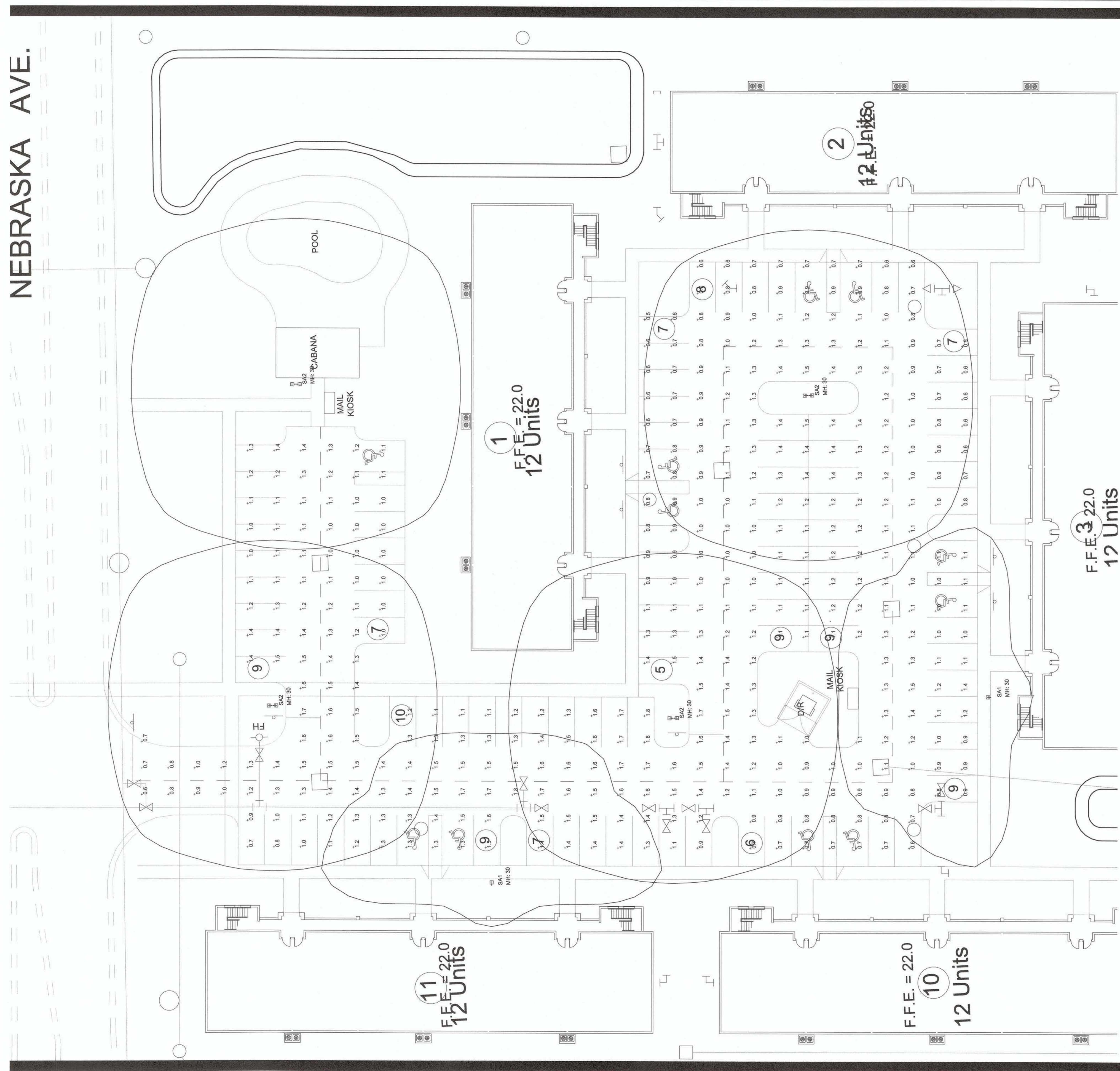
DATE:
10/07/2015

- REVISIONS:
- Initial Design
 -
 -
 -
 -

SCALE:
1" = 30'-0"

DESIGN AND DRAWING:
IF

NEBRASKA AVE.



- NOTES**
1. Readings shown are in units of maintained footcandles.
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 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.

NO.	DATE	BY	CHKD	DESCRIPTION
1	10/07/2015	JW		ISSUED FOR PERMIT
2				
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LIGHTING PARTNERS OF CENTRAL FL
 (407) 852-7171
 JOSH WRIGHT
 jwright@lightingpartnerscf.com

5776 HOFFNER AVE, SUITE 203,
 ORLANDO, FL 32822



PROJECT:
**MAYFAIR
 FORT PIERCE, FL
 PARKING LOT AREA
 AREA 2
 COOPER LIGHTING**

CLIENT:
**IBI Group
 Atn: Becky Williams**

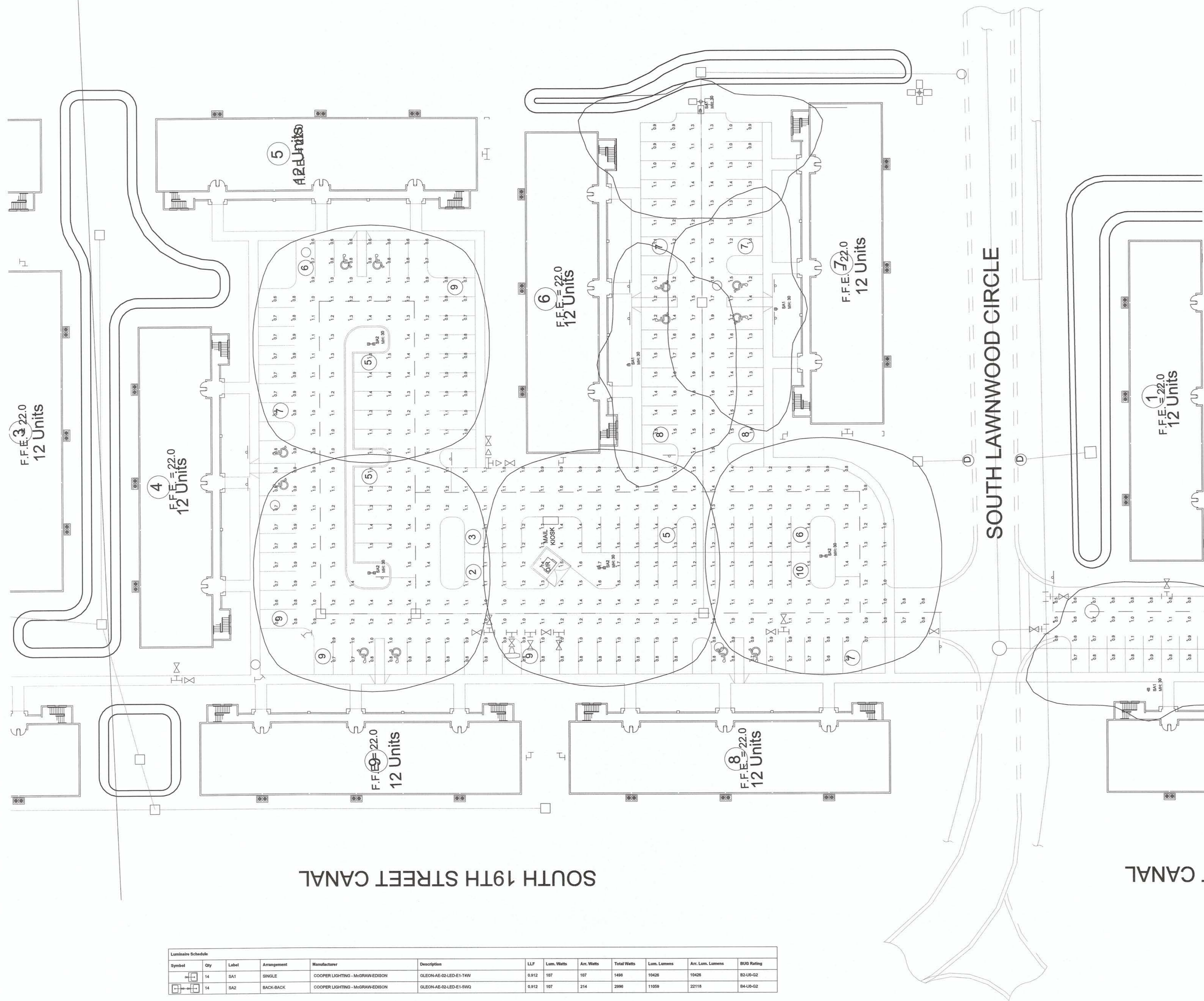
PROJECT #:

DATE:
10/07/2015

- REVISIONS:
- Initial Design
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SCALE:
1" = 20'-0"

DESIGN AND DRAWING:
IF



- NOTES**
1. Readings shown are in units of maintained footcandles.
 2. Total light loss factor = See luminaire schedule.
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 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.

Symbol	Qty	Label	Arrangement	Manufacturer	Description	LLF	Lum. Watts	Adj. Watts	Total Watts	Lum. Lumens	Adj. Lum. Lumens	BSO Parking
[Symbol]	14	SAT	SINGLE	COOPER LIGHTING - MORGAN EDISON	OLEON-AE-Q2-LED-E1-TWW	0.912	107	107	1498	1908	1908	BS-08-G2
[Symbol]	14	SAZ	BACK-BACK	COOPER LIGHTING - MORGAN EDISON	OLEON-AE-Q2-LED-E1-SWG	0.912	107	214	2996	11059	22118	SA-L8-G2

Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING AREA	Harmonize	Fc	1.09	2.1	0.5	2.18	4.20

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 JOSH WRIGHT
 jwright@lightingpartnerscf.com
 5776 HOFFNER AVE. SUITE 203.
 ORLANDO, FL 32822



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
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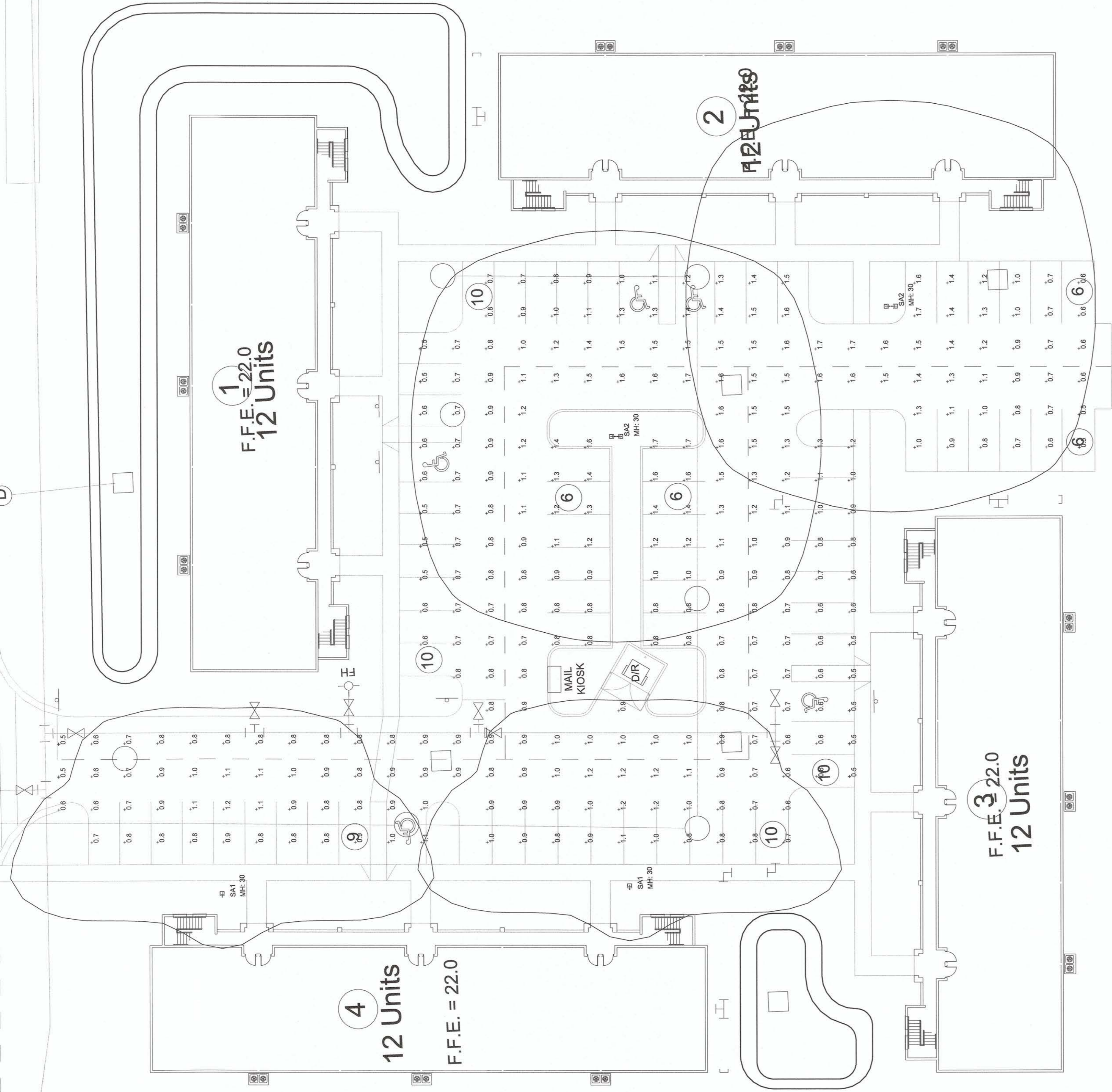
SCALE:
1" = 30'-0"

DESIGN AND DRAWING:
IF

SOUTH LAWNWOOD CIRCLE

SOUTH 19TH STREET CANAL

QUINCY AVF



- NOTES**
1. Readings shown are in units of maintained footcandles.
 2. Total light loss factor = See luminaire schedule.
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 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.

Rev	Date	By	App'd	Description
1				Initial Design

LIGHTING PARTNERS OF CENTRAL FL
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 JOSH WRIGHT
 jwright@lightingpartnerscf.com
 5776 HOFFNER AVE, SUITE 203,
 ORLANDO, FL 32822



PROJECT:
**MAYFAIR
 FORT PIERCE, FL
 PARKING LOT AREA
 AREA 4
 COOPER LIGHTING**

CLIENT:
**IBI Group
 Attn: Becky Williams**

PROJECT #:

DATE:
10/07/2015

- REVISIONS:
- Initial Design
 -
 -
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 -

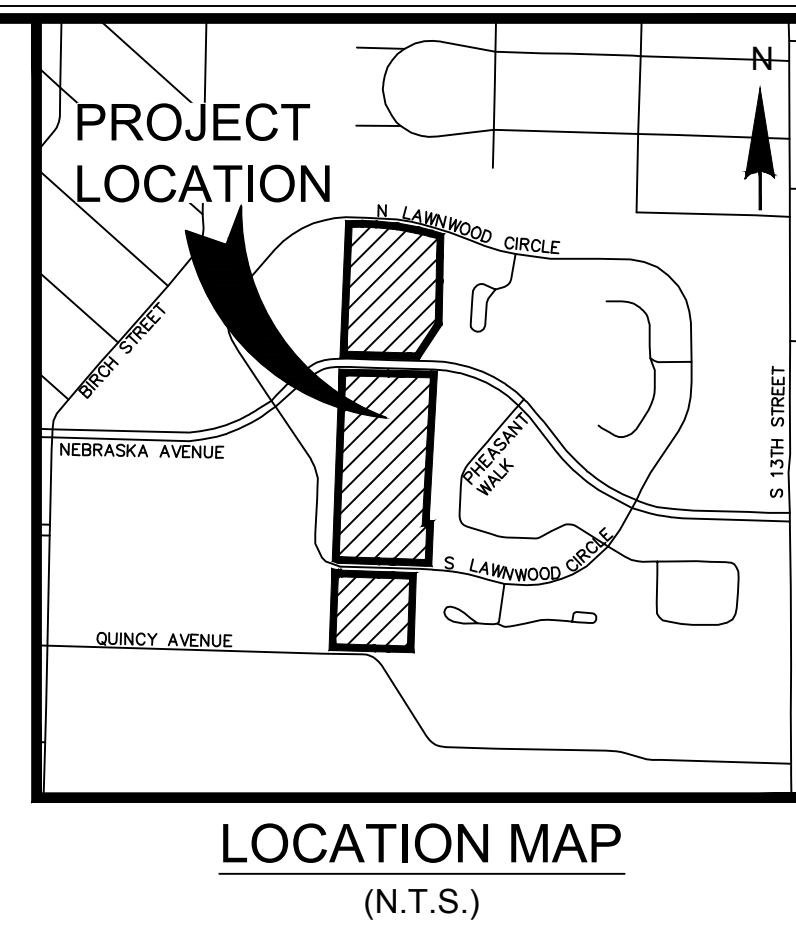
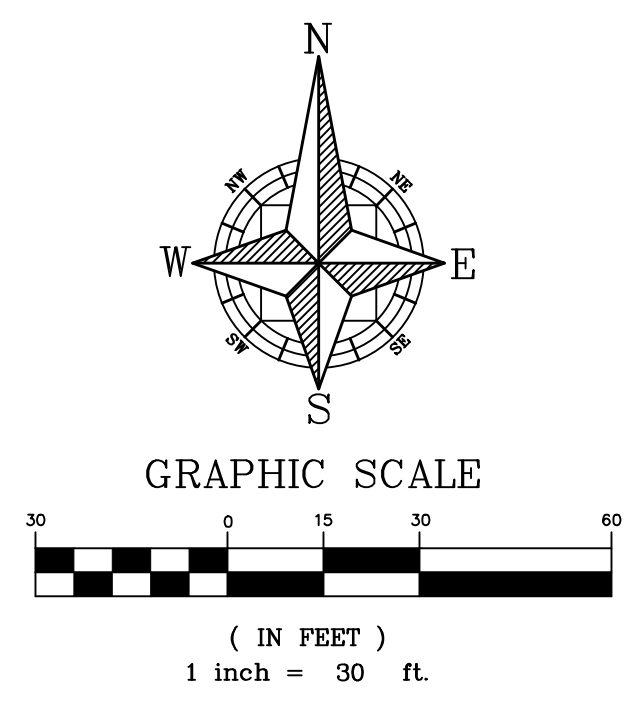
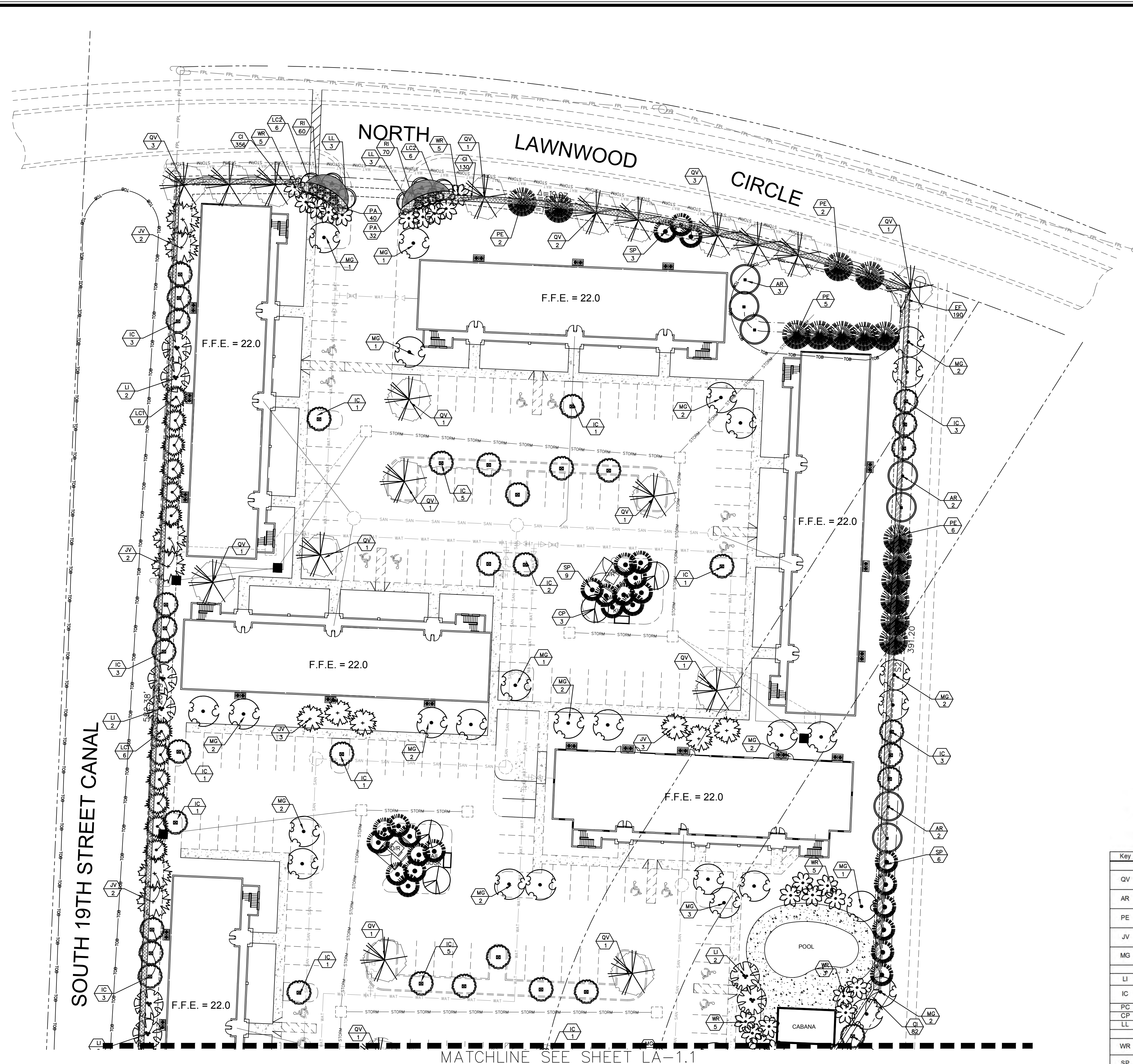
SCALE:
1" = 20'-0"

DESIGN AND DRAWING:
IF



Landscape Plans (Overall Site & Individual Building)

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SOUTH 19TH STREET CANAL

MATCHLINE SEE SHEET LA-1.1

**Mayfair
PLANT MATERIALS LIST**

Hardiness Zone 9b

Native plants and ecological communities as determined by the FDOACS, UFIFAS, 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	Xen	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 6' spread, 2-1/2" DBH, 4-1/2" CT., field grown	per plan	59	297	
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 elliotti	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		
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	148	
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		
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 palm etto	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	217	
LC2	Livistona chinensis	Chinese Fan Palm	No	High	6" OA, full to base, 7 gal.	per plan	48		
SHRUBS									
CI	Chrysobalanus icaco	Cocoplum "Red Tip"	Yes	High	24" OA, full to base, 3 gal.	24" OC	772	2,033	
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		
							Total	2,695	

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).

NOTE: ALL AREAS INDICATED FOR SOD SHALL BE INSTALLED WITH ST. AUGUSTINE "FLORITAM" SOD UNLESS ALTERNATE NOTED.

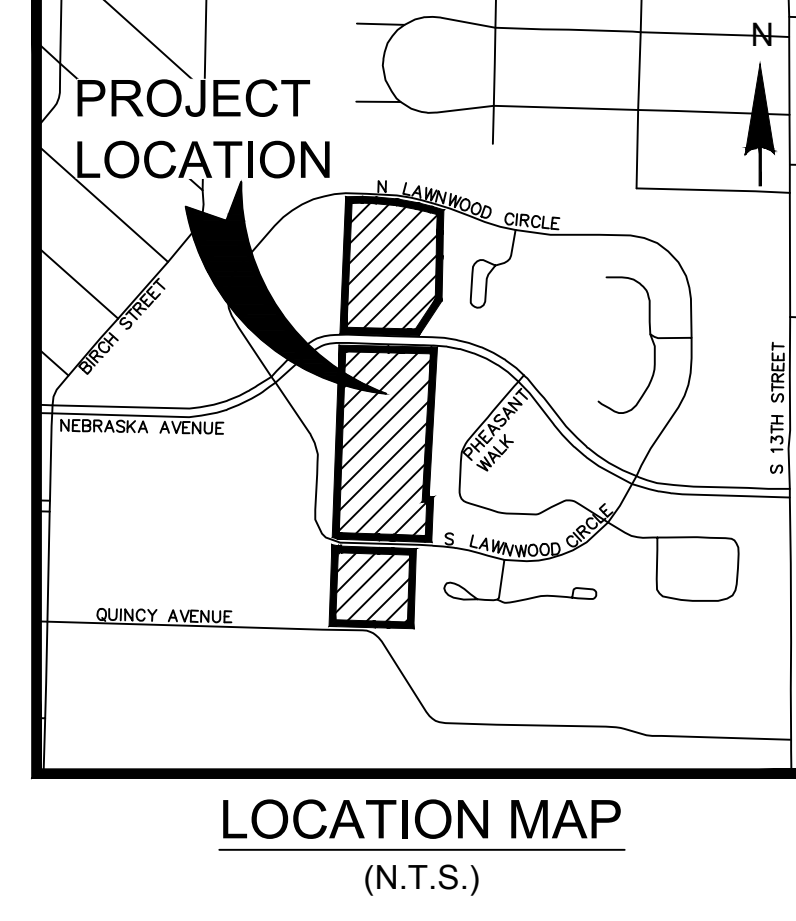
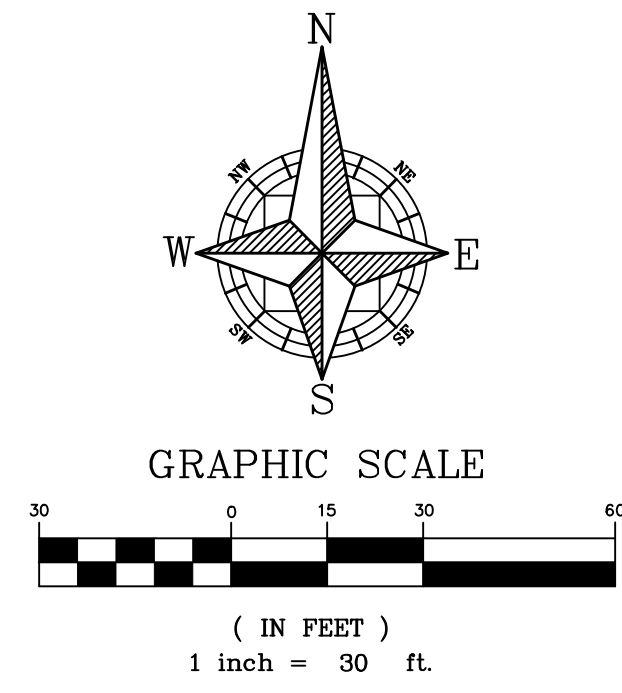
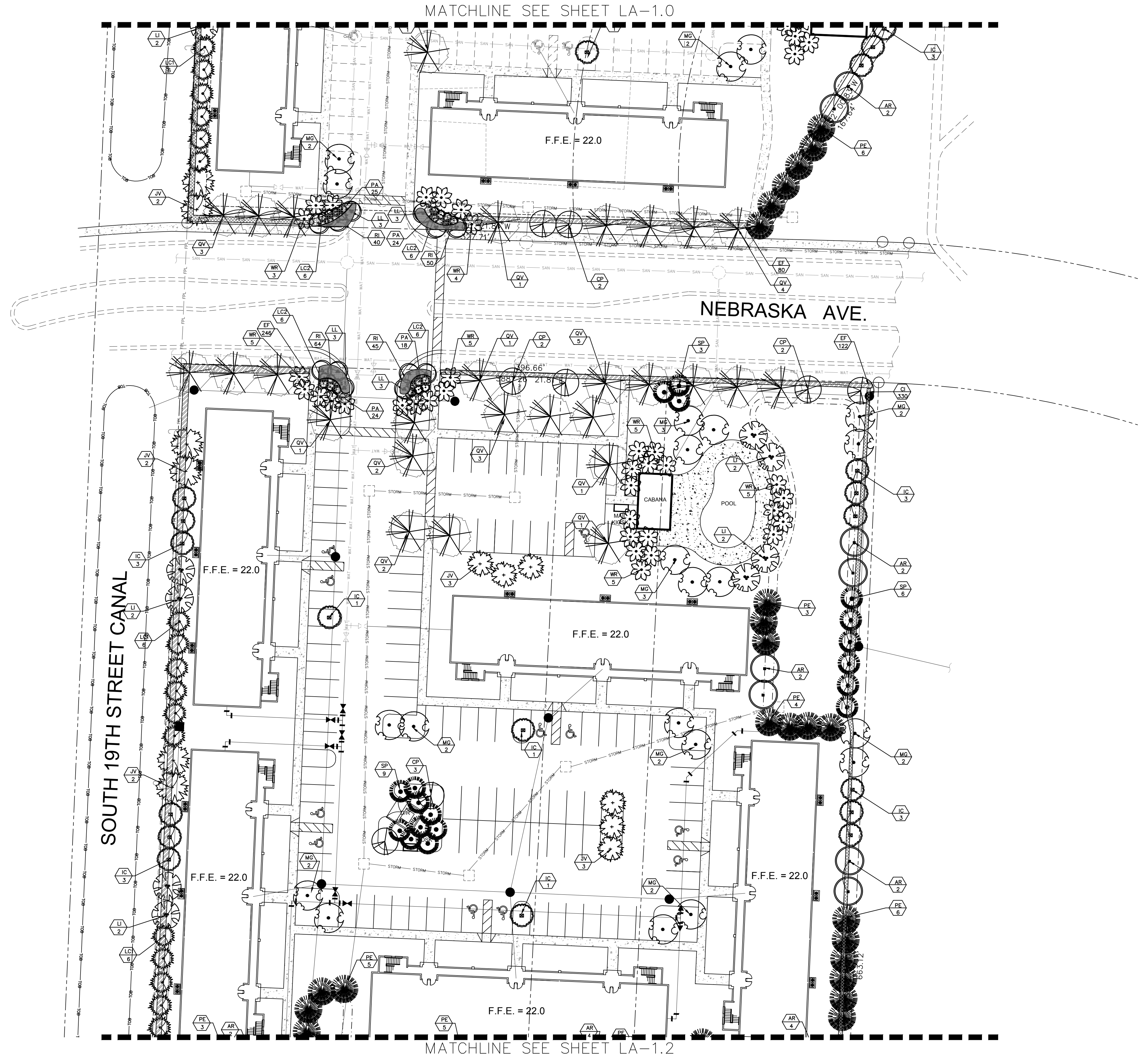
NOTE: ALL PLANTS SHALL BE INSTALLED AT SIZE INDICATED UNDER THE SPECIFICATIONS. CONTAINER SIZE LISTED IS FOR REFERENCE OR ESTIMATING ONLY.

Total Native Plants 1,827
Native % of Total 67.8%

Total Drought Tolerant Plants 2,575
Drought Tol. % of Total 95.5%

<p>IBI GROUP (FLORIDA) INC. ENGINEERS ARCHITECTS SURVEYORS PLANNERS ENVIRONMENTAL CONSULTANTS</p> <p>2200 PARK CENTRAL BLVD. N. SUITE 301 MAITLAND, FLORIDA 32751 (407) 860-2120</p> <p>ORLANDO POMPANO BEACH</p>	DRAWN: BW DESIGNED: [blank] CHECKED: RW DATE: 3/16/2016
	SCALE: 1" = 30' PROJECT: 38890 SHEET: LA-1.0
	MAYFAIR FORT PIERCE, FLORIDA LANDSCAPE PLAN
	<p>IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966</p> <p>NOT FOR CONSTRUCTION 3/16/16</p>

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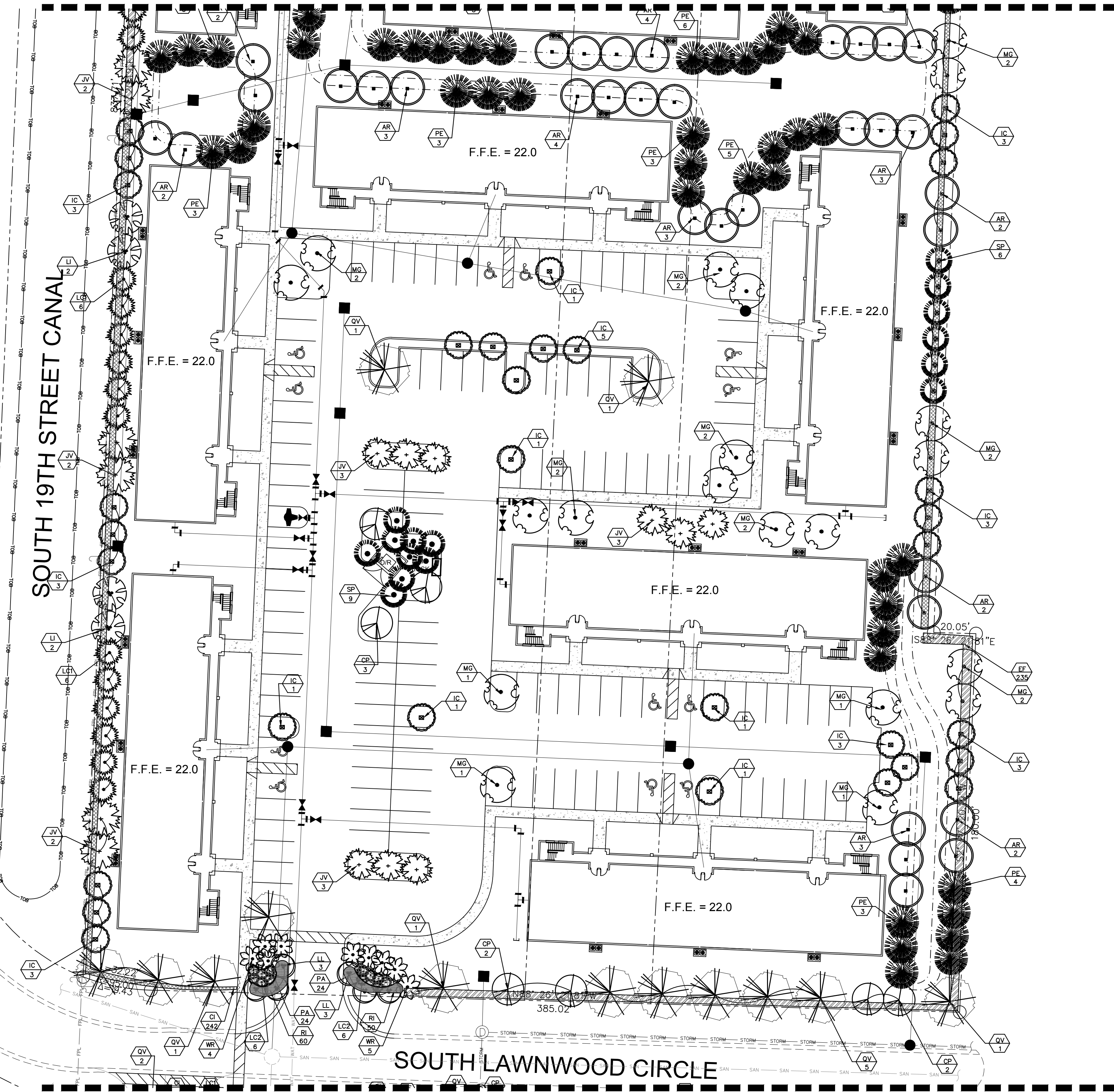
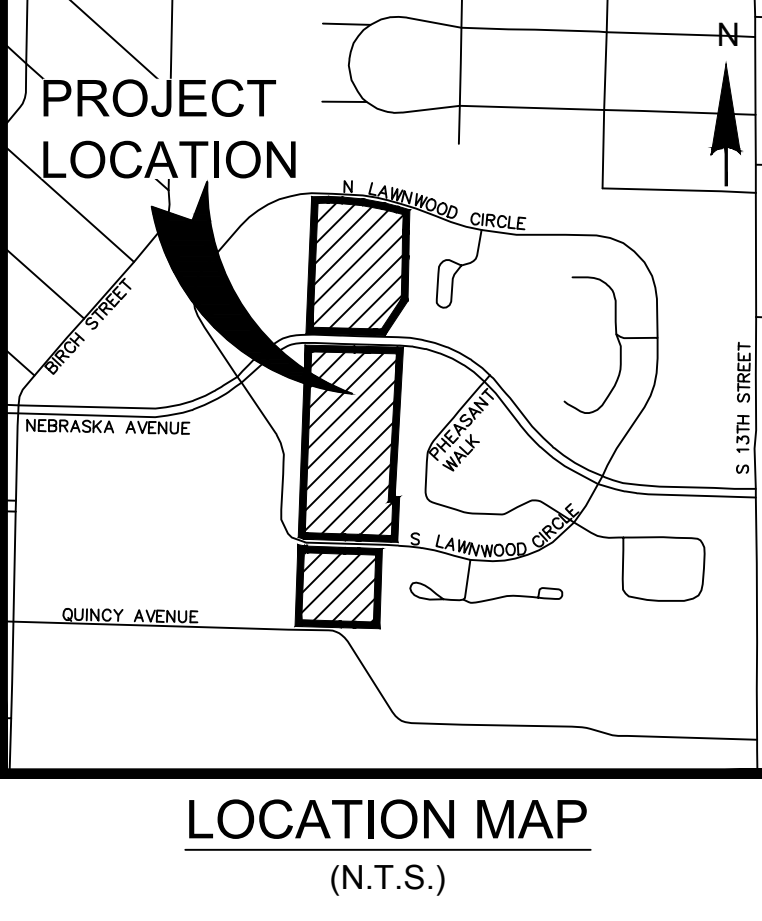
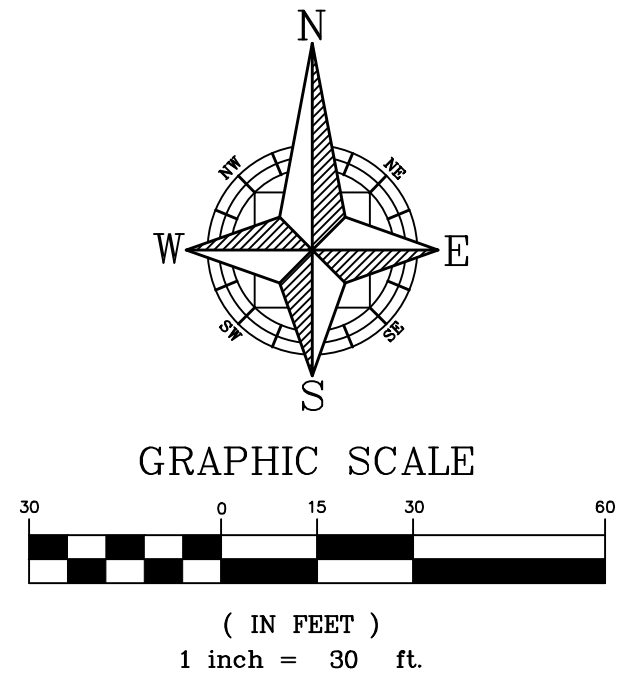
NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.
 NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

IBI GROUP (FLORIDA) INC. ENGINEERS ARCHITECTS SURVEYORS PLANNERS LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS 2200 PARK CENTRAL BLVD. N. SUITE 101 MAITLAND, FLORIDA 32751 (407) 860-2120 ORLANDO POMPANO BEACH	
MAYFAIR FORT PIERCE, FLORIDA LANDSCAPE PLAN	
SCALE 1" = 30' PROJECT 38890 SHEET LA-1.1	DRAWN: BW DESIGNED: CHECKED: RW DATE: 3/16/2016
IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966	
NOT FOR CONSTRUCTION 3/16/16	

J:\38890\5.9 Drawings\Layouts\38890-LandscapePlan ALT.dwg Modified: 3/16/2016 By:becky.williams Plotted By:becky.williams

MATCHLINE SEE SHEET LA-1.1

MATCHLINE SEE SHEET LA-1.3



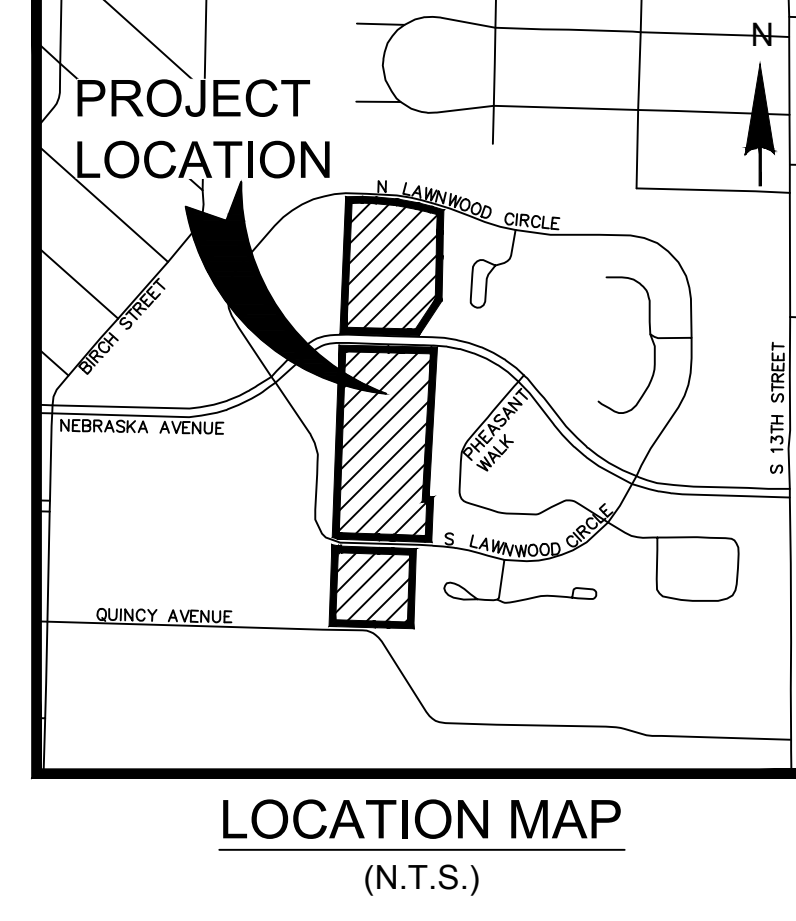
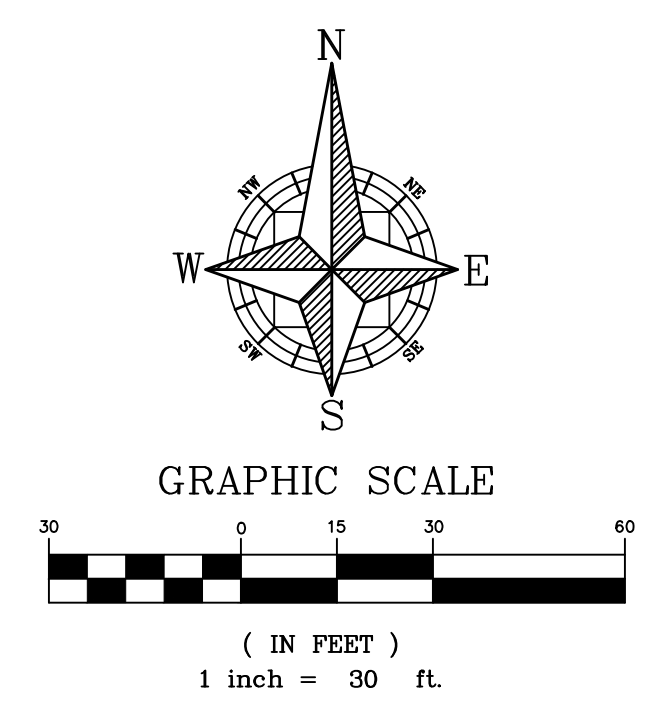
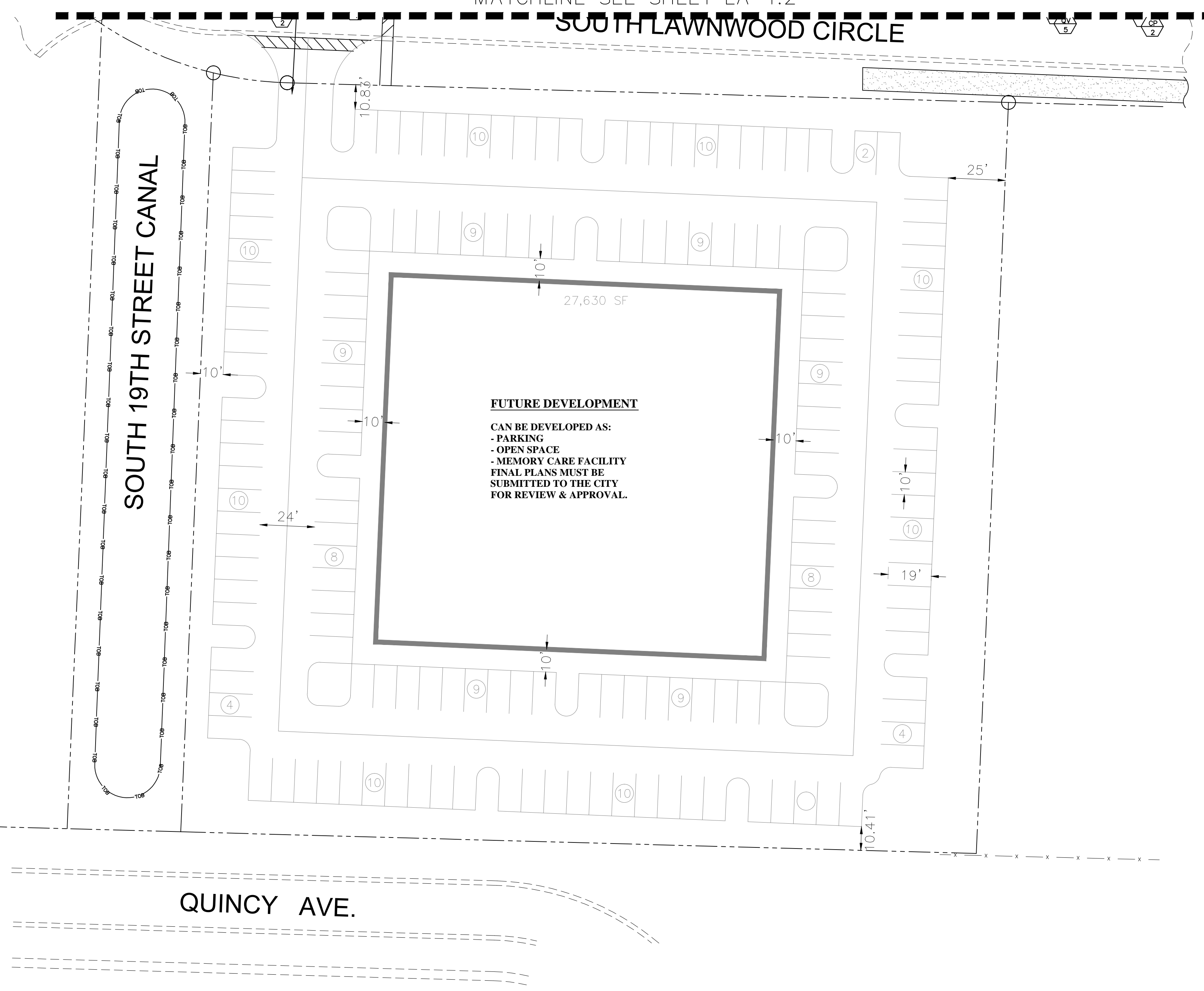
IBI GROUP (FLORIDA) INC. ENGINEERS ARCHITECTS SURVEYORS PLANNERS http://www.ibigroup.com ENVIRONMENTAL CONSULTANTS 2200 PARK CENTRAL BLVD. N. SUITE 301 MAITLAND, FLORIDA 32751 (407) 866-2120		ORLANDO POMPANO BEACH
MAYFAIR FORT PIERCE, FLORIDA		DATE: 3/16/2016
LANDSCAPE PLAN		REV. DESCRIPTION BY
SCALE: 1" = 30' PROJECT: 38890 SHEET: LA-1.2	DRAWN: BW DESIGNED: CHECKED: RW DATE: 3/16/2016	IBI GROUP FLORIDA ENGINEERING BUSINESS NO. 2966
NOT FOR CONSTRUCTION		

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.

3/16/16

J:\38890\5.9 Drawings\591sc\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



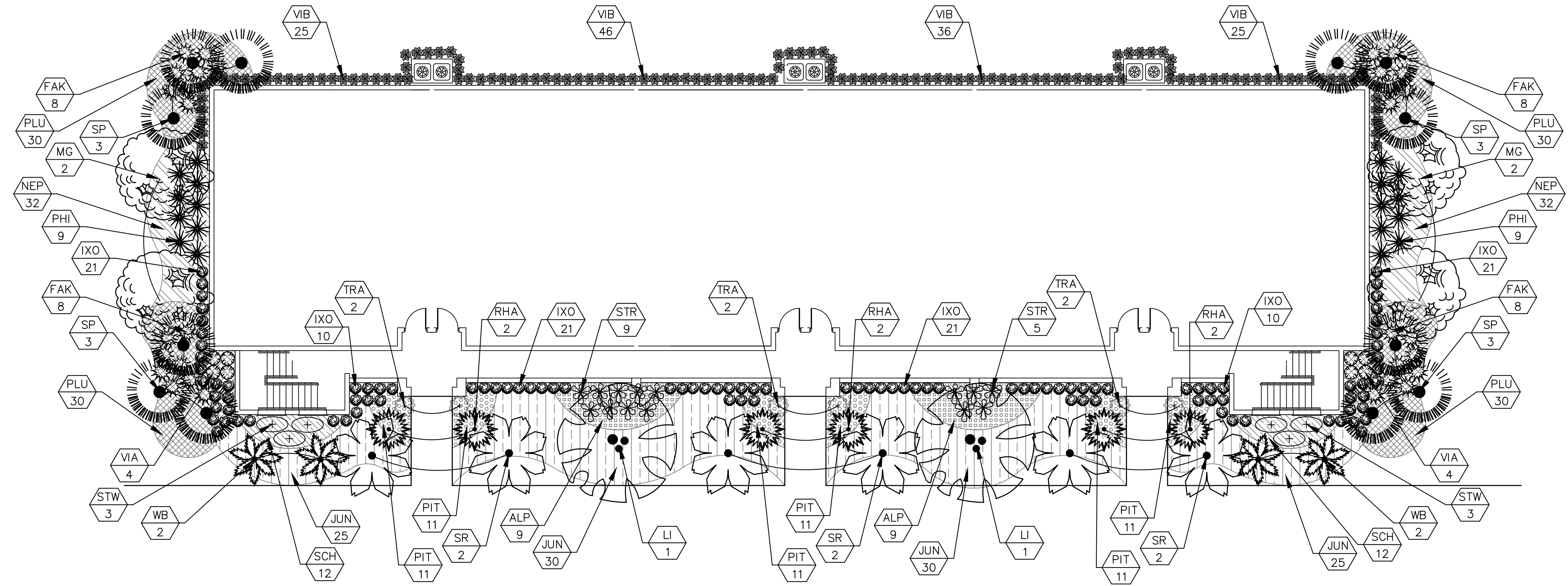
QUINCY AVE.

<p>IBI GROUP (FLORIDA) INC. <small>ENGINEERS SURVEYORS PLANNERS</small> <small>LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS</small> <small>2300 MAILAND CENTER PARKWAY SUITE 101 FORT PIERCE, FLORIDA 33904</small> <small>MAITLAND (407) 860-2120 ORLANDO (954) 974-2200 POMPANO BEACH</small></p>		<p>MAYFAIR FORT PIERCE, FLORIDA</p>	<p>LANDSCAPE PLAN</p>
<p>SCALE: 1" = 30'</p>	<p>DRAWN: BW</p>	<p>DESIGNED:</p>	<p>CHECKED: RW</p>
<p>PROJECT: 38890</p>	<p>SHEET: LA-1.3</p>	<p>DATE: 3/16/2016</p>	<p>DATE: 3/16/2016</p>
<p>IBI GROUP <small>FLORIDA ENGINEERING BUSINESS NO. 2966</small></p>		<p>NOT FOR CONSTRUCTION</p>	
<p>NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.</p>		<p>NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VJA AREAS. SEE ENGINEERING PLANS.</p>	
<p>3/16/16</p>		<p>3/16/16</p>	

NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.
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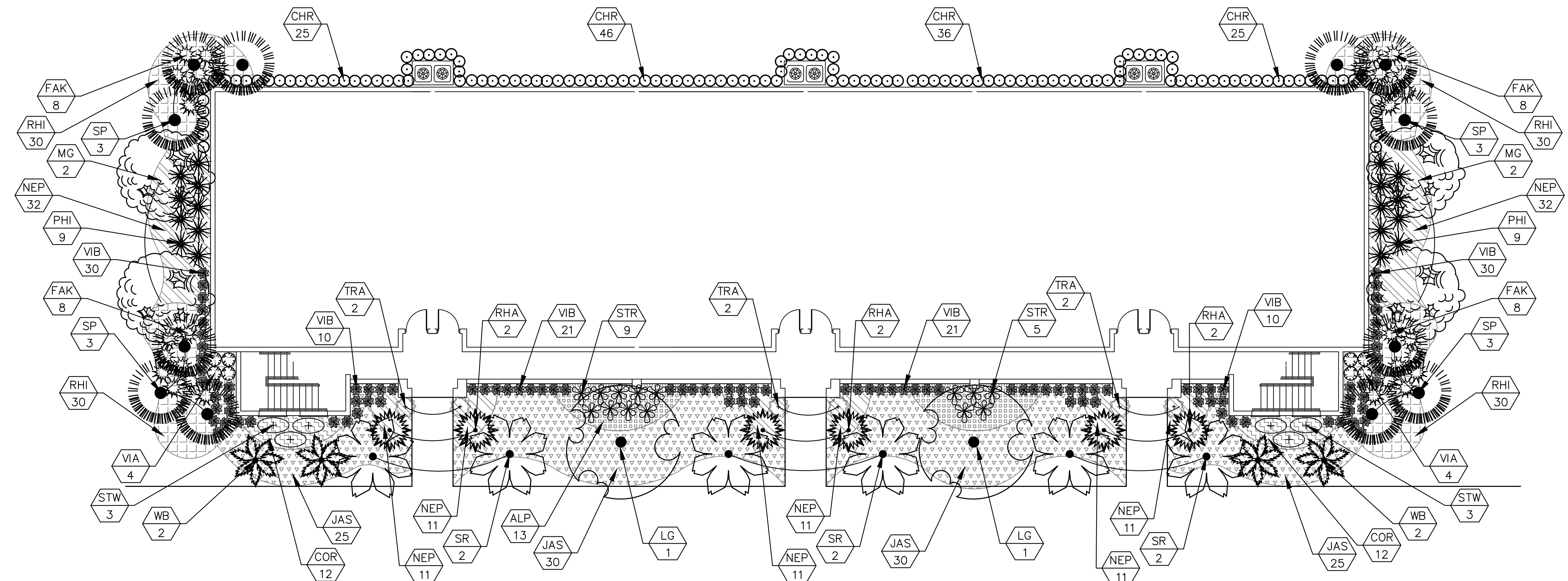
12 Unit Typical Plant List

	Sym	Key	Qty.	Crt.	Scientific/Common Name	Ht.	Spr.	Remarks
Trees and Palms	SR	6	1:1	QUEEN PALM STAGNUS ROMANOFFIANA	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 8' CT. TRUNKS WITH 4 STAGGERED FULL HEADS	
	LI	2	1:1	CREPE MYRTLE LASESTROEMIA 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	
Accents	STW	6		WHITE BIRD OF PARADISE STRELTZIA NICOLAI	36"	36"	7 STEMS MIN. MATCHED 7 GALLON	
	STR	14		DWARF BIRD OF PARADISE STRELTZIA REGINAE	48"	48"	7 GALLON, FULL MIN. 6.5 FRONDS	
	RHA	6		LADY PALM RHAPIS EXCELSA	48"	36"	7 GALLON, FULL TO BASE MATCHED	
	ALP	18		VARIEGATED SHELL GINGER ALPINA ZERUMBET 'VAREGATA'	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	
Shrubs and Hedging	VIA	8		AWABUKI VIBURNUM VIBURNUM ODORATISSIMUM 'AWABUKI'	36"	30"	FULL TO BASE 3 GALLON, 36" O.C.	
	PHI	16		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		SANDAKWIA VIBURNUM VIBURNUM SUSPENSUM	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.	
	FAK	32		FAKAMATCHEE GRASS TRIPSACUM DACTYLOIDES	24"	24"	FULL TO BASE, MATCHED 3 GALLON, 36" O.C.	
	CHR	132		COCOPALM CHRYSOBALANUS ICAGO	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.	
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 'VAREGATA'	24"	18"	FULL TO BASE MIN. 3 GALLON, 24" O.C.	
	PIT	66		VARIEGATED TOBIRA PITTOSPRUM PITTOSPORUM TOBIRA 'VAREGATA'	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 STENOCHAPRUM SECUNDATUM			SOLID SOD STAGGER SEAMS FIELD VERIFY SOD AREAS



SUN EXPOSURE

12 UNITS



SHADE EXPOSURE

12 UNITS

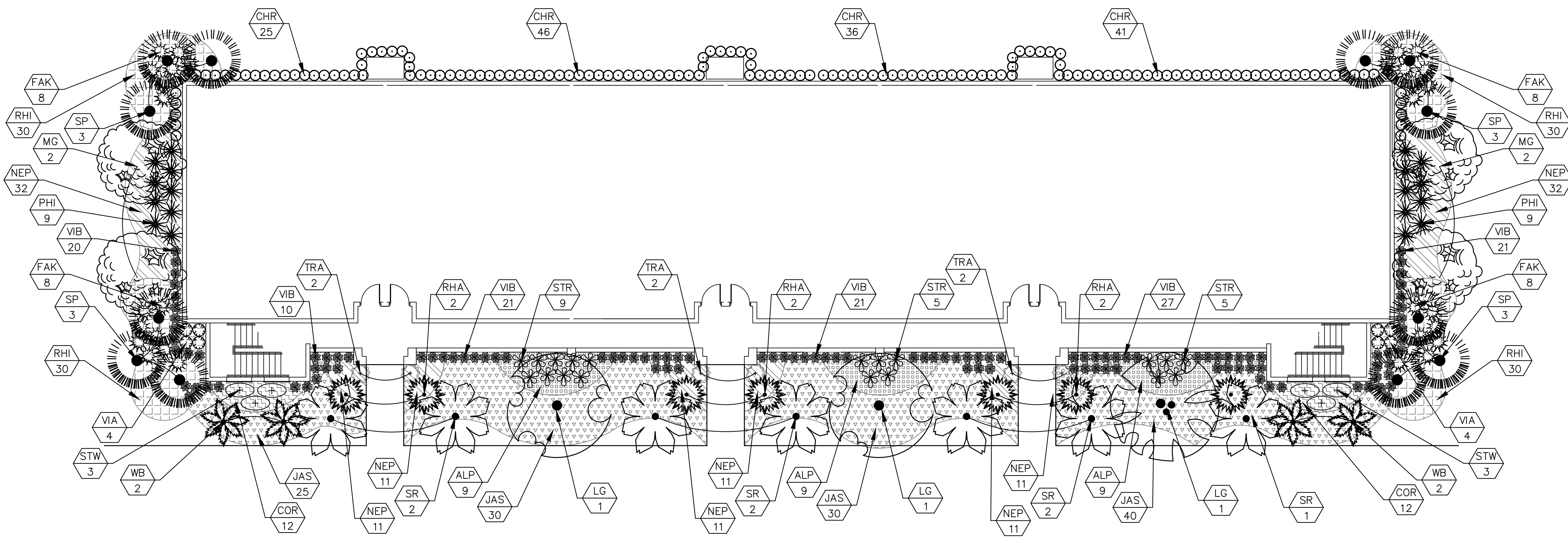
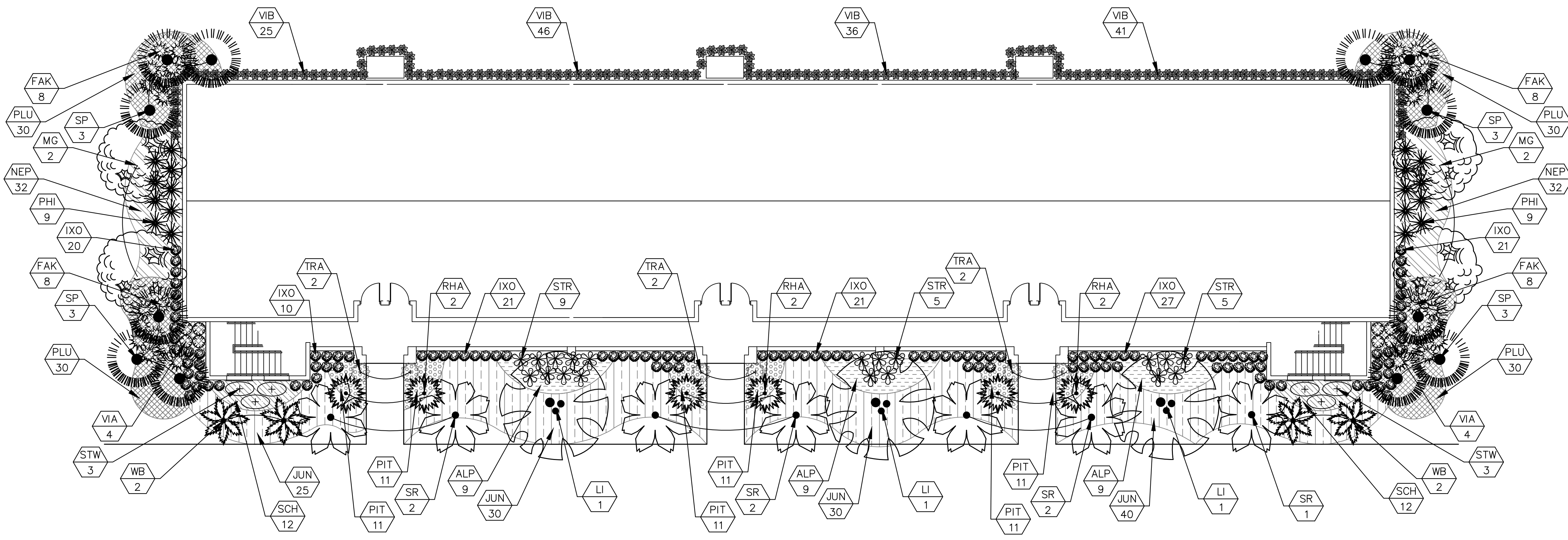
IBI GROUP (FLORIDA) INC. ENGINEERS ARCHITECTS SURVEYORS PLANNERS ENVIRONMENTAL CONSULTANTS 2200 PARK CENTRAL BLVD. N. SUITE 100 MAITLAND, FLORIDA 32751 (407) 866-2120 ORLANDO POMPANO BEACH	
MAYFAIR FORT PIERCE, FLORIDA LANDSCAPE TYPICALS	SCALE: 1" = 10' PROJECT: 38890 SHEET: LA-2.1 DATE: 3/16/2016
DRAWN: BW DESIGNED: CHECKED: RW DATE:	NOT FOR CONSTRUCTION 3/16/16

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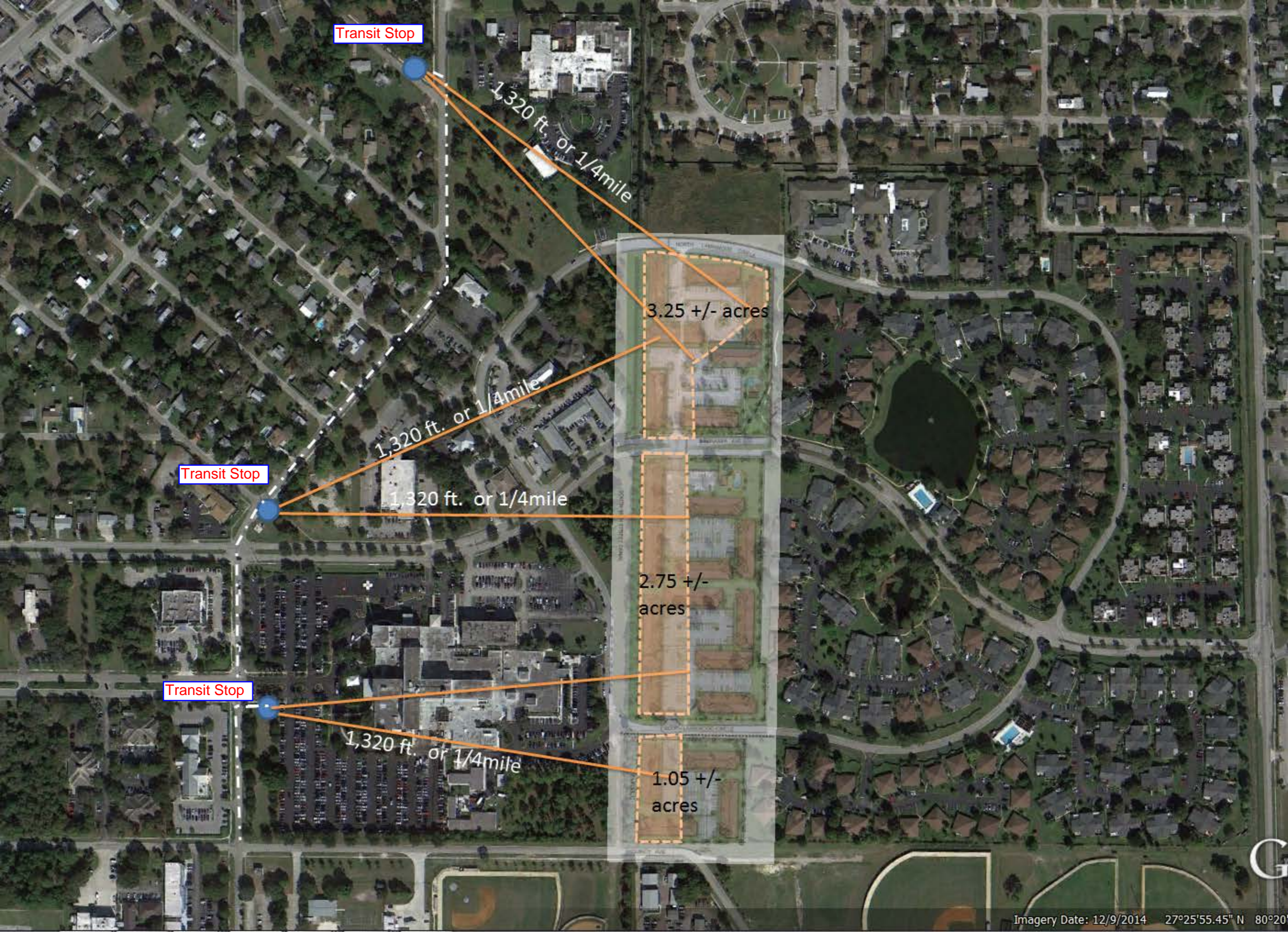
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14 Unit Typical Plant List

Sym	Key	Qty.	Crt.	Scientific/Common Name	Ht.	Spr.	Remarks
Trees and Palms							
BR	6	11		QUEEN PALM SYAGRUS ROMANOFFIANA	12' GW		12' GW, MATCHED, FULL HEAVY HEADS, NO SCARRED TRUNKS
WB	4	11		FOXTAIL PALM WOODYETIA BIFURCATA	6' GW		6' GREY WOOD, MATCHING HEADS, MIN. 9' FRONDS, NO SCARRED TRUNKS
SP	12	31		SABAL PALM SABAL PALMETTO 'WIBOOT'S'	6'-10'		VARIED HEIGHTS, BOOTED TRUNKS, MINIMUM 5' CT, TRUNKS WITH 4 STAGGERED FULL HEADS
LI	2	11		CREPE MYRTLE LAGERSTROEMIA INDICA	10'	5'	MULTI TRUNK STANDARD, 3 TRUNKS MINIMUM, MIN. 4' CT., FULL MATCHED
MG	4	11		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, 3 TRUNKS MINIMUM, MIN. 4' CT., FULL MATCHED
Accents							
STW	6			WHITE BIRD OF PARADISE STRELTZIA NICOLAI	36"	36"	7 STEMS MIN, MATCHED 7 GALLON
STR	19			DWARF BIRD OF PARADISE STRELTZIA REGINAE	48"	48"	7 GALLON, FULL, MIN. 8" FRONDS
RHA	6			LADY PALM RHAPIS EXCELSA	48"	36"	7 GALLON, FULL TO BASE, MATCHED
ALP	27			VAREGATED SHELL GINGER ALPINA ZERUMBEI 'VAREGATA'	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
Shrubs and Hedging							
VIA	6			AWABUKU VIBURNUM VIBURNUM COCAOTISSIMUM 'AWABUKU'	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 TRIPLODIUM DACTYLOIDES	24"	24"	FULL TO BASE, MATCHED 3 GALLON, 36" O.C.
CHR	148			COCOPLUM CHRYSOBALANUS ICADO	24"	24"	FULL TO BASE, 3 GALLON, 24" O.C.
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 NEPHROLEPS FALCATA 'FURCANS'	12"	12"	FULL 1 GALLON, 18" O.C.
SCH	24			VAREGATED SCHEFFLERA SCHEFFLERA ARBORESCENS 'VAREGATA'	24"	18"	FULL TO BASE, MIN. 3 GALLON, 24" O.C.
PIT	66			VAREGATED 'OSBA' PITTOSPORUM PITTOSPORUM TOBIRA 'VAREGATA'	8"	8"	FULL TO BASE, 1 GALLON, 18" O.C.
RHI	120			INDIAN HAWTHORN 'WHITE' RHAPHIOLEPS INDICA 'ALBA'	18"	18"	FULL TO BASE, 3 GALLON, 24" O.C.
JUN	125			BLUE RUG JUNPER JUNIPERUS HORIZONTALIS 'WILTONI'	12"	18"	FULL TO BASE, 3 GALLON, 24" O.C.
TRA	6			CONFEDERATE JASMINE TRACHELOSPERMUM JASMINOIDES			3 GALLON, FULL, MIN. 2 BRANCHES, MIN. 30" LONG, ATTACH TO FENCE/TRELLIS
SOD	SOD	XXXXX	S.T.	ST. AUGUSTINE FLORATUM STENOCHLOA SECUNDATUM			SOLID SOD, STAGGER SEAMS, FIELD VERIFY SOD AREAS



IBI GROUP (FLORIDA) INC. ENGINEERS SURVEYORS PLANNERS LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS 2200 PARK CENTRAL BLVD. N. SUITE 101 POMPANO BEACH, FLORIDA 33064 (954) 974-2200 (407) 660-2120 ORLANDO POMPANO BEACH	
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

1,320 ft. or 1/4mile

2.75 +/- acres

Transit Stop

1,320 ft. or 1/4mile

1.05 +/- acres



Route 3
South Fort Pierce Business
Transit Line & Bus Stops

-  Bus Stop
-  Bus stop transfer
Fort Pierce Intermodal
-  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.

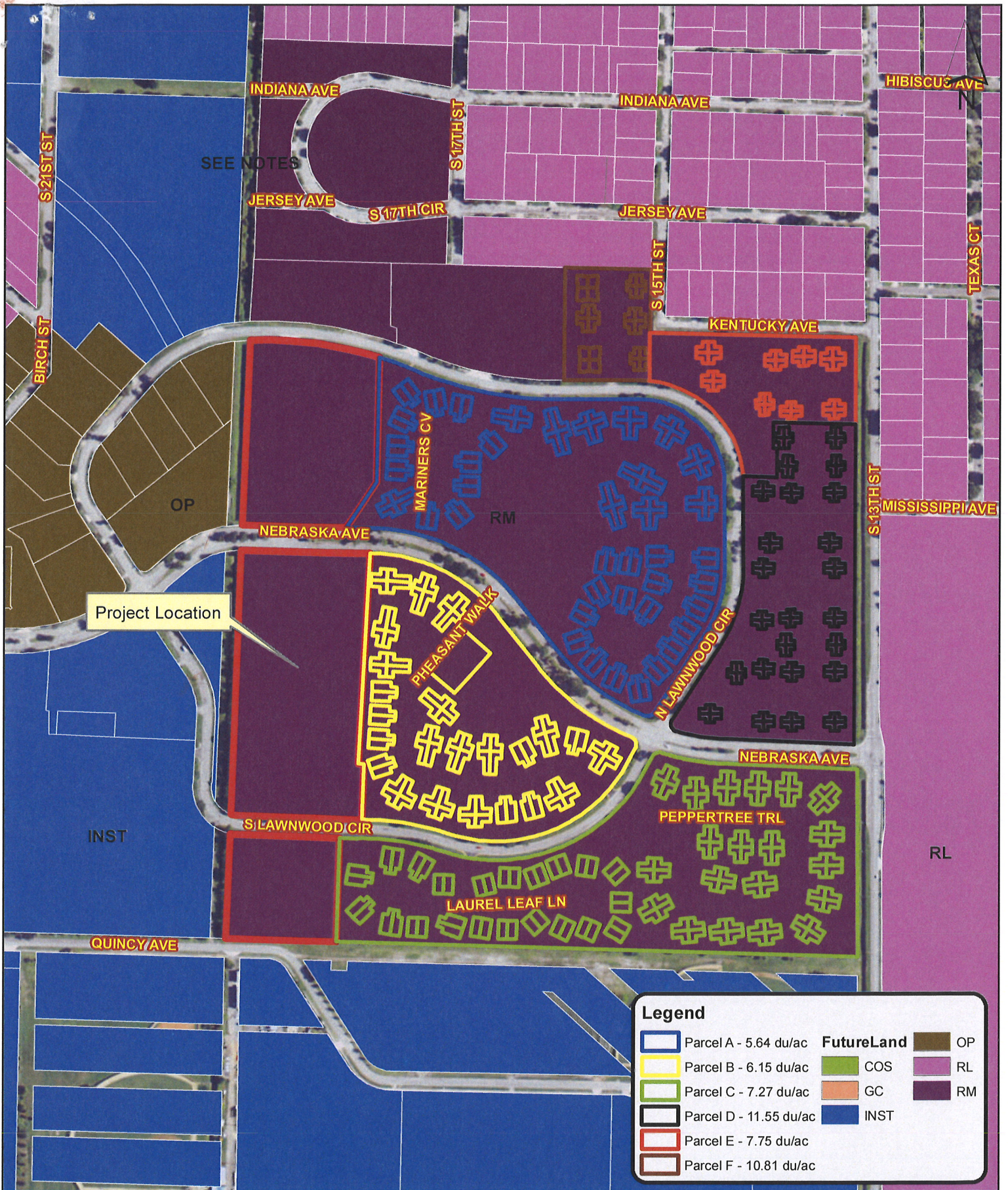
(Ord. No. K-126, § 4, 1-22-02)

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**



Project Location

Legend

Parcel A - 5.64 du/ac	FutureLand OP
Parcel B - 6.15 du/ac	RL
Parcel C - 7.27 du/ac	RM
Parcel D - 11.55 du/ac	INST
Parcel E - 7.75 du/ac	
Parcel F - 10.81 du/ac	

Mayfair at Longwood Neighboring Densities Map



IBI Group (Florida) Inc.
2200 Park Central Boulevard N. Suite 100
Pompano Beach, FL 33064
tel 954 974 2200
fax 954 973 2686

City of Fort Pierce

St. Lucie County

Florida

Scale: 1" = 400'

By: cmp

Job# 38890

Date: 01/13/2016



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) 2 Brm/2 Bath 1,850 sq ft	\$ 59,900 Time on Market: 81 days
1305 Peppertree Trail, Apt D (Lakewood Villas) 2 Brm/2 Bath 1,850 sq ft	\$ 74,900 Time on Market: 162 days
1327 Peppertree Trail, Apt ? (Lakewood Villas) 2 Brm/2 Bath 1,850 sq ft	\$ 68,000 Time on Market: 147 days
1317 Peppertree Trail, Apt ? (Lakewood Villas) 2 Brm/2 Bath 1,850 sq ft	\$ 69,900 Time on Market: 9 days
1302 Nebraska Avenue, Apt 12A 2 Brm/2 Bath 1,658 sq ft	\$ 69,900 Time on Market: 110 days
1525 Pheasant Walk, Apt A 2 Brm/2 Bath 1,800 sq ft	\$ 58,000 Time on Market: 74 days
1549 Pheasant Walk, Apt B 2 Brm/2 Bath 2,246 sq ft	\$ 89,000 Time on Market: 87 days
1611 Laurel Leaf Lane, Apt A 3 Brm/2 Bath 1,658 sq ft	\$ 89,900 Time on Market: 97 days

1440 N Lawnwood Circle, Apt 19-C
2 Brm/1.5 Bath 1,658 sq ft \$ 84,900
Time on Market: 127 days

1458 N Lawnwood Circle, Apt ?
2 Brm/1.5 Bath 1,658 sq ft \$ 69,900
Time on Market: 143 days

2090 Colonial Road, Apt 1
2 Brm/2 Bath 2.141 sq ft \$ 79,900
Time on Market: 67 days

2080 Colonial Road, Apt 3
2 Brm/2 Bath 1,905 sq ft \$ 74,900
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

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 Impact to Capacity	Trips 306	Trips 29/23

IV. Project Description

PHASING
Is this project (phase) part of a larger project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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	Phase	Square footage	Acres	Expecting beginning date	Expected completion date
N/A					

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. Yes No

- B. 1. Does this application involve demolition or re-use of any structure(s)? Yes No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? N/A
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? Yes No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

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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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.

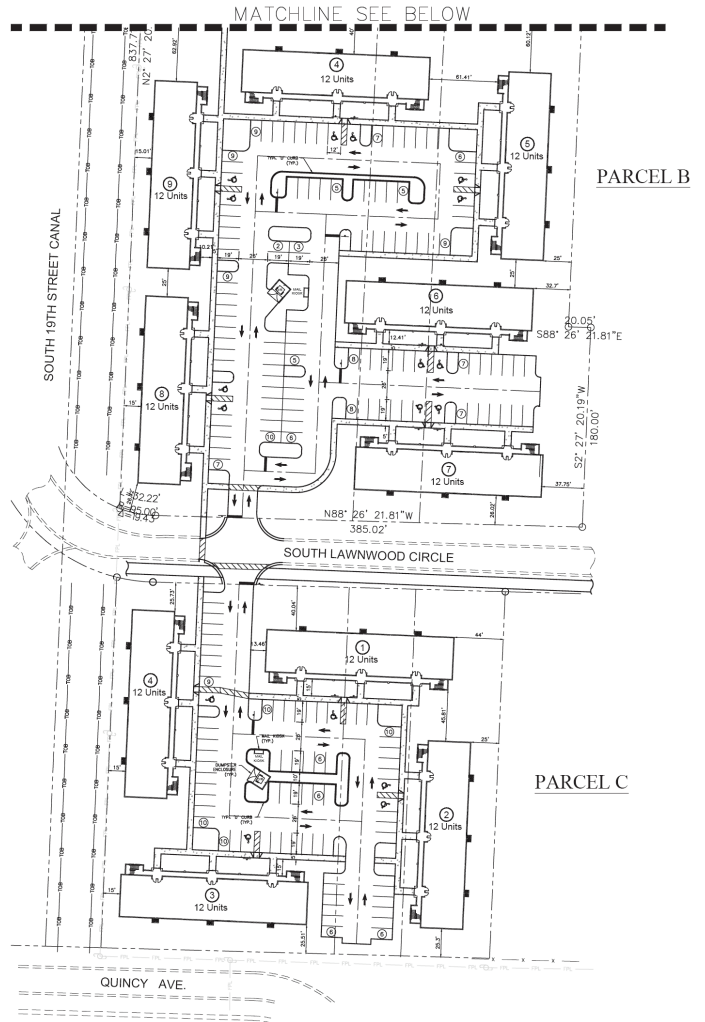
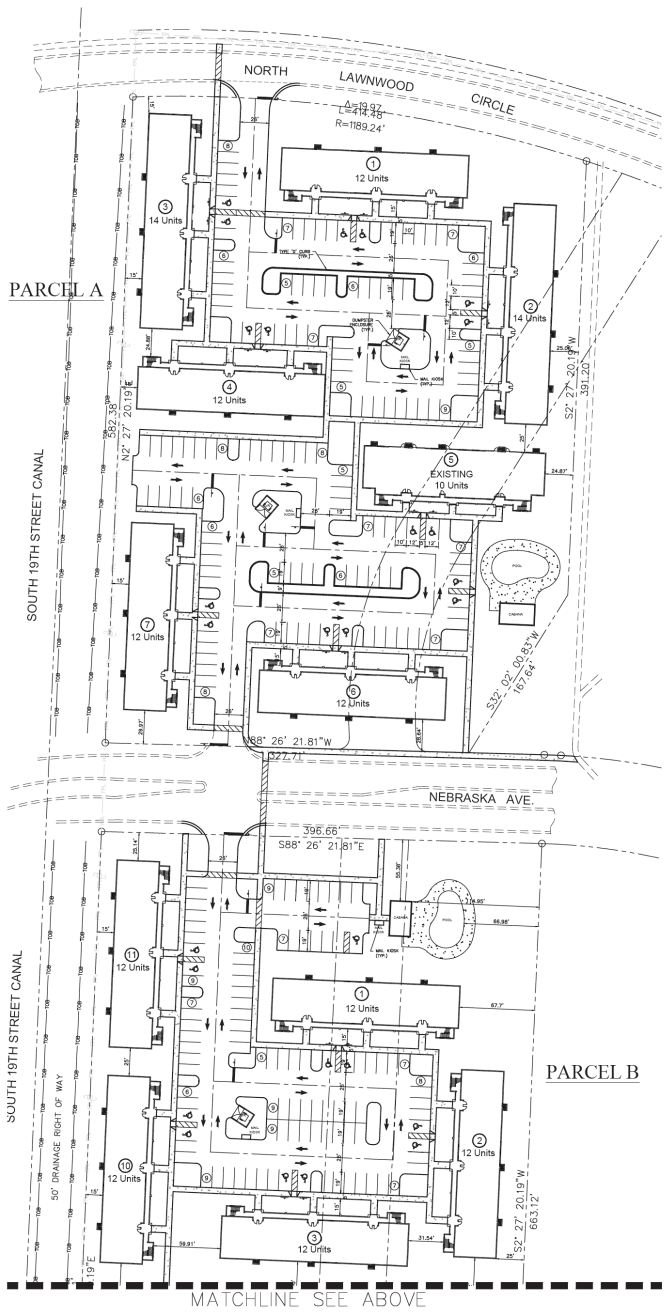




Mayfair at Lawnwood Planned Development
 Project № 4714
 Figure 1

Site Location





Mayfair at Lawnwood Planned Development
 Project No 4714

Figure 2

Preliminary Site Plan



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



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						
25 th St to Lawnwood Cir	4	D	1,710	WB	201	C
Lawnwood Cir to 13 th 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

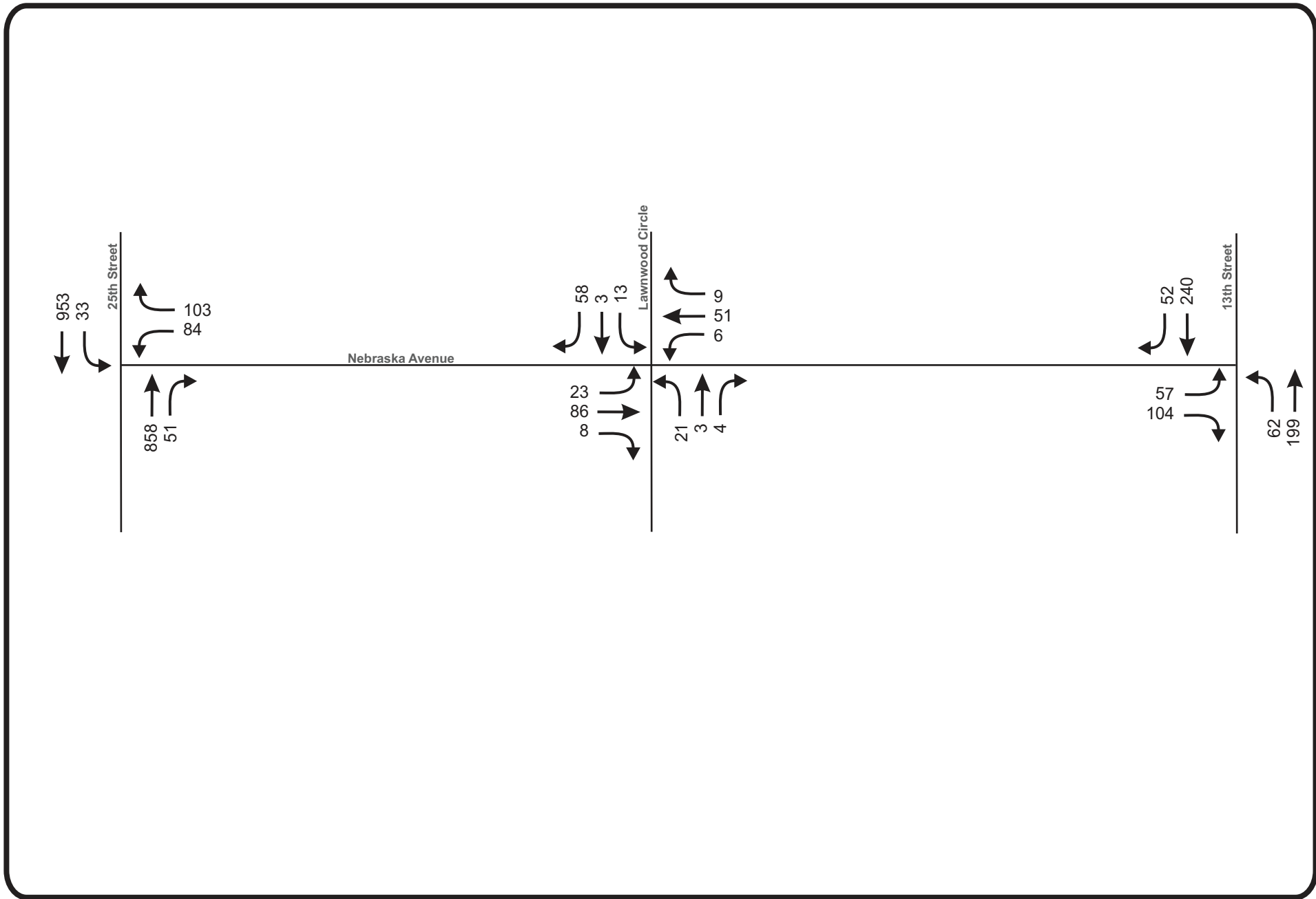
The intersection analysis was conducted in accordance with the procedures of the *2010 Highway Capacity Manual* (HCM) utilizing Highway Capacity Software (HCS) for signalized/unsignalized intersections. In the analysis, existing intersection geometry, peak hour volumes and signal timing/phasing data 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 & 25 th 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 & 13 th Street	Signal	P.M.	19.3	B	----	----	3.7	A	6.7	A	8.5	A





Mayfair at Lawnwood Planned Development
 Project № 4714
Figure 4

Existing P.M. Peak Hour Traffic Volumes



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							
25 th St to Lawnwood Cir	4	D	1,710	217	29	246	C
Lawnwood Cir to 13 th 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



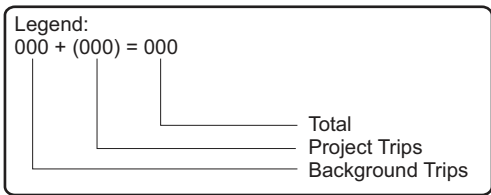
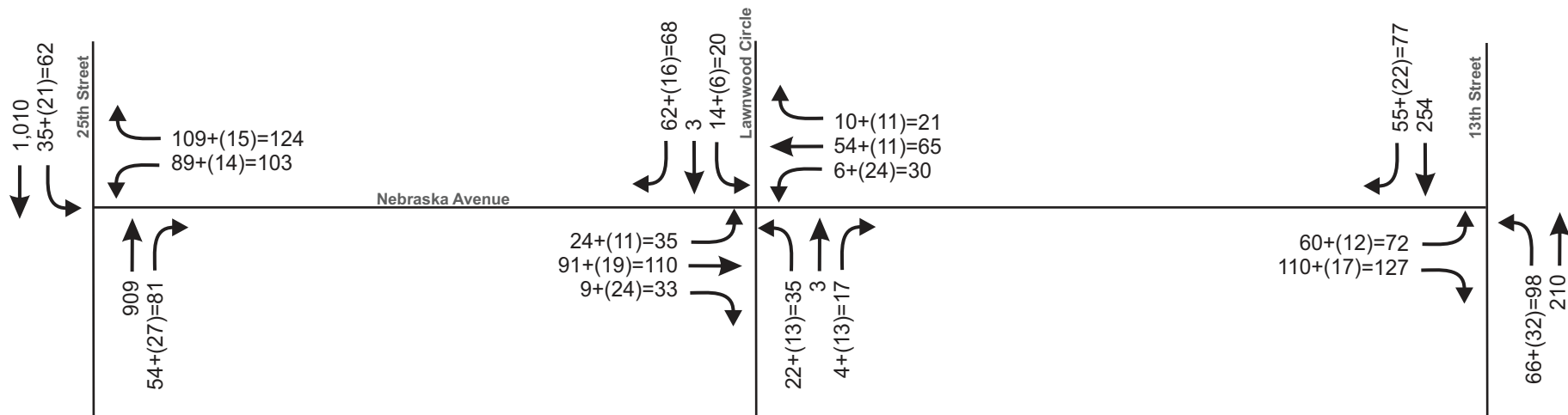
Intersection Analysis

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

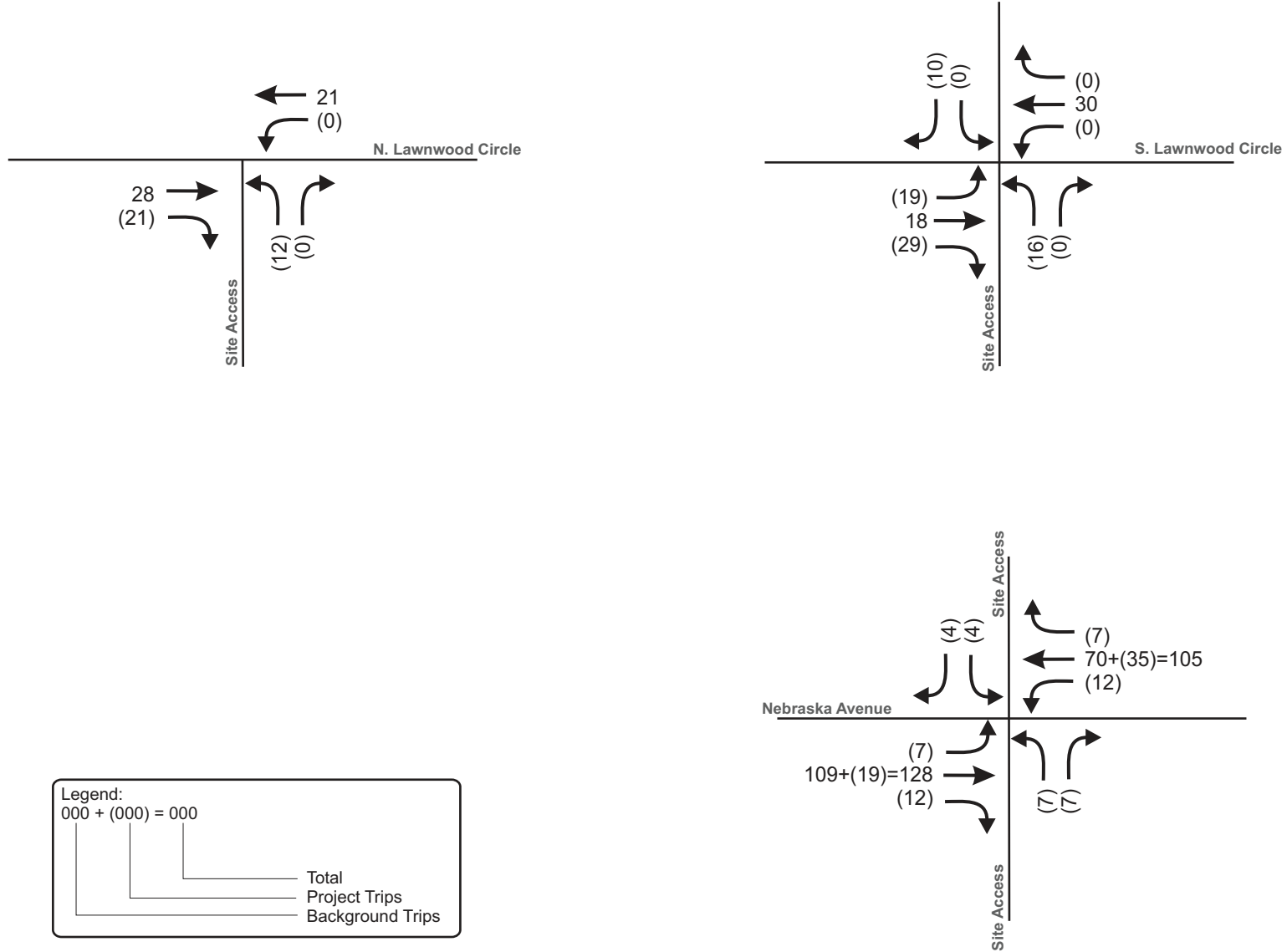
Intersection	Control	Period	EB		WB		NB		SB		Overall	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Nebraska Avenue & 25 th Street	STOP	P.M.	----	----	30.3	D	----	----	11.3	B	----	----
Nebraska Avenue & Lawnwood Avenue	STOP	P.M.	7.4	A	7.4	A	10.8	B	9.5	A	----	----
Nebraska Avenue & 13 th Street	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	----	----





Projected P.M. Peak Hour Traffic Volumes



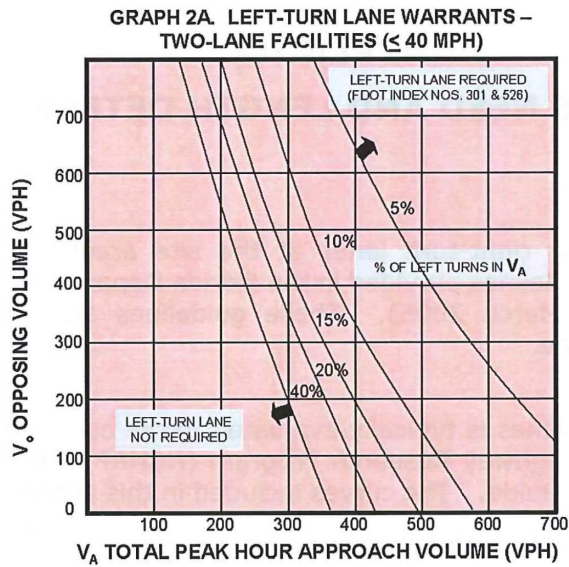


Projected P.M. Peak Hour Traffic Volumes

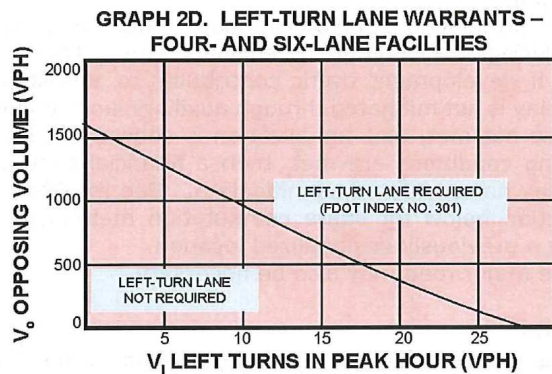


TURN LANE ANALYSIS

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 generate 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.



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

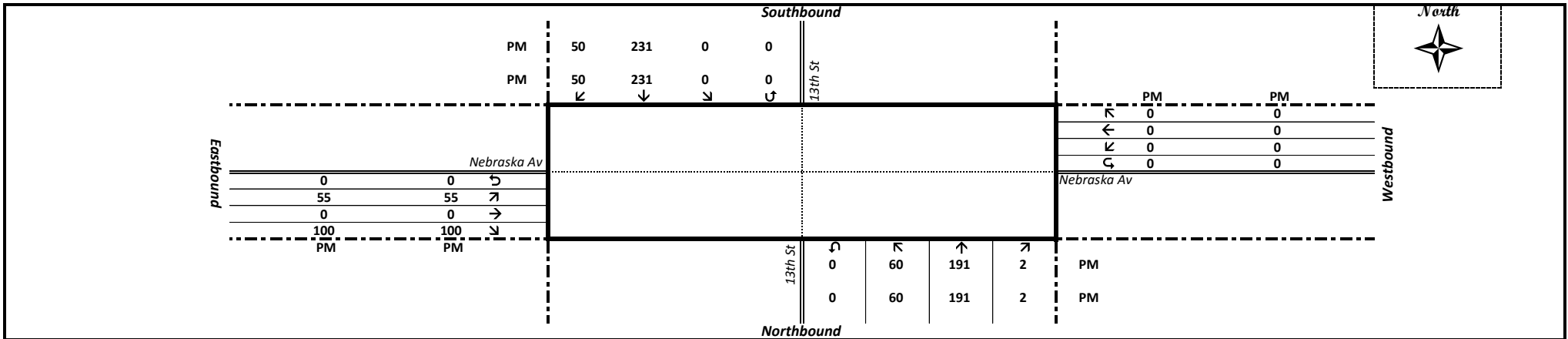
13th St

Nebraska Av

Nebraska Av

TIME BEGIN	NORTHBOUND					SOUTHBOUND					N/S TOTAL	EASTBOUND					WESTBOUND					E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	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

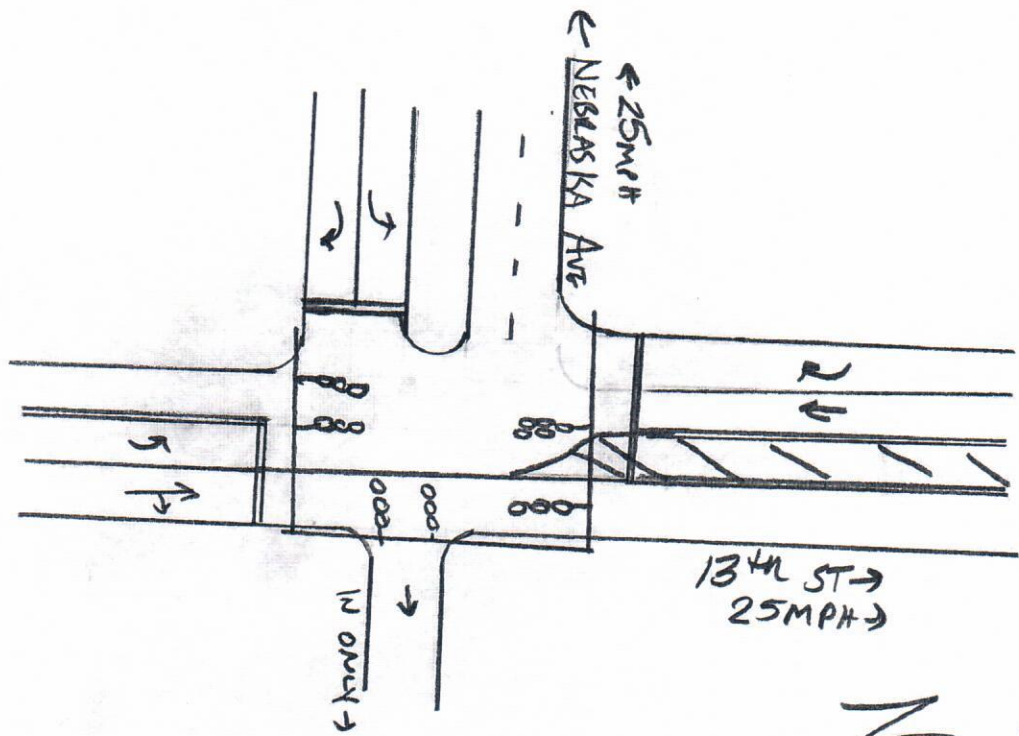
Nebraska Av

Nebraska Av

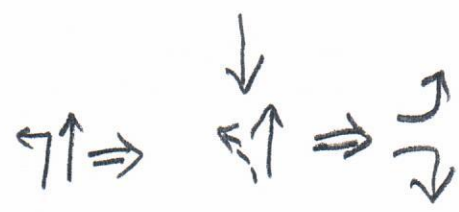
TIME BEGIN	NORTHBOUND					SOUTHBOUND					N/S TOTAL	EASTBOUND					WESTBOUND					E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		
04:00 PM	0	0	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1
04:15 PM	1	3	0	0	4	0	2	0	0	2	6	0	0	0	0	0	0	0	0	0	0	0	6
04:30 PM	0	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
----------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---



Name : Nebraska Ave & 13th ST



	AM Time (Sec)			
Cycle	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

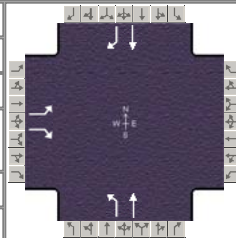
Existing HCS Capacity Worksheets

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	DWF			Intersection	25th St & Nebraska Ave			
Agency/Co.	TPD			Jurisdiction	Ft Pierce			
Date Performed	11/16/2015			Analysis Year	2015			
Analysis Time Period	PM Peak (Existing)							
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					

TWO-WAY STOP CONTROL SUMMARY							
General Information				Site Information			
Analyst	DWF			Intersection	Nebraska Ave & Lawnwood Circle		
Agency/Co.	TPD			Jurisdiction	Fort Pierce		
Date Performed	11/16/2015			Analysis Year	2015		
Analysis Time Period	PM Peak (Existing)						
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
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	

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	Green	3.0	29.0	10.0	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	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

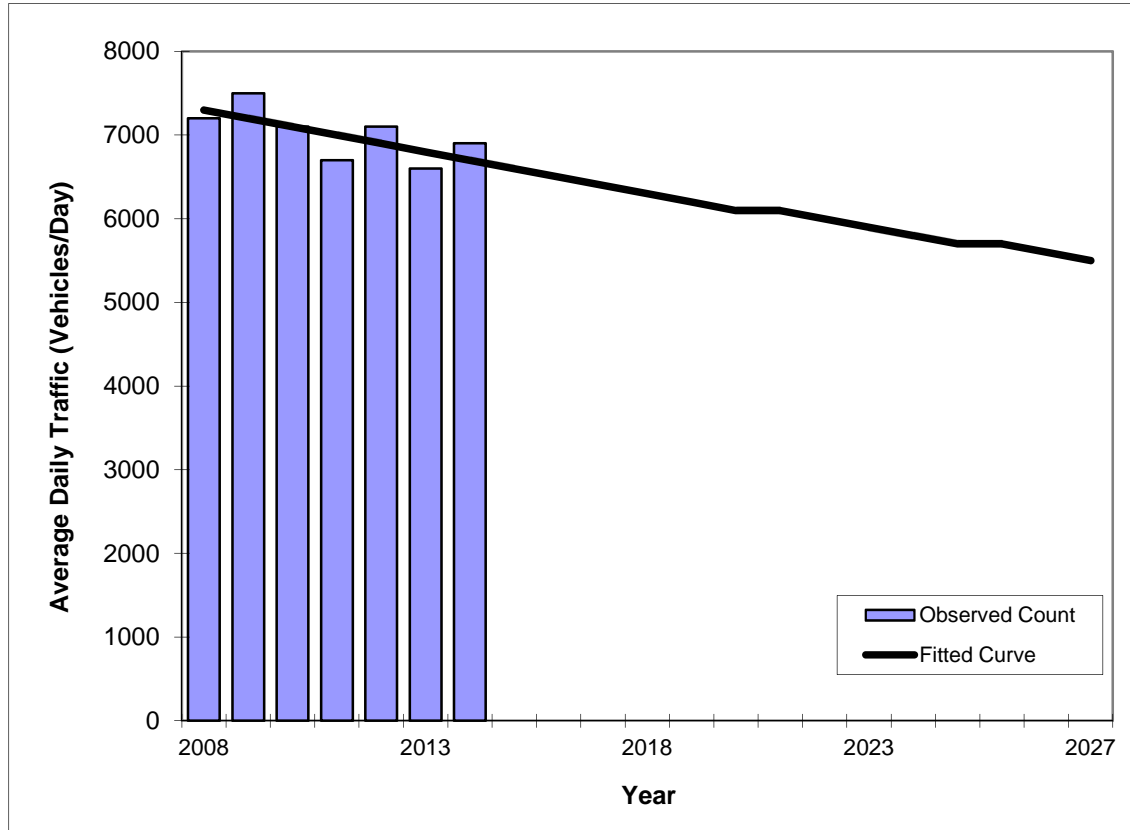
APPENDIX C

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		

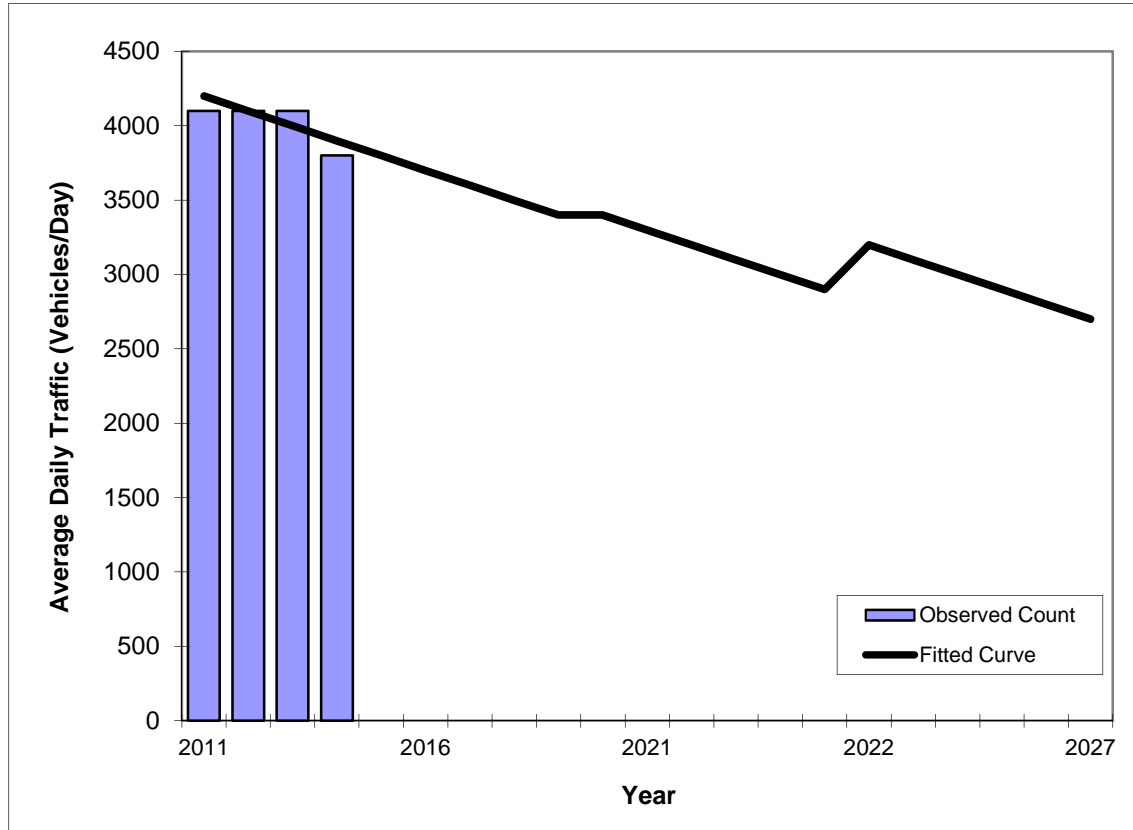
** Annual Trend Increase:	-96
Trend R-squared:	45.8%
Trend Annual Historic Growth Rate:	-1.37%
Trend Growth Rate (2014 to Design Year):	-1.49%
Printed:	17-Nov-15
Straight Line Growth Option	

*Axle-Adjusted

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		

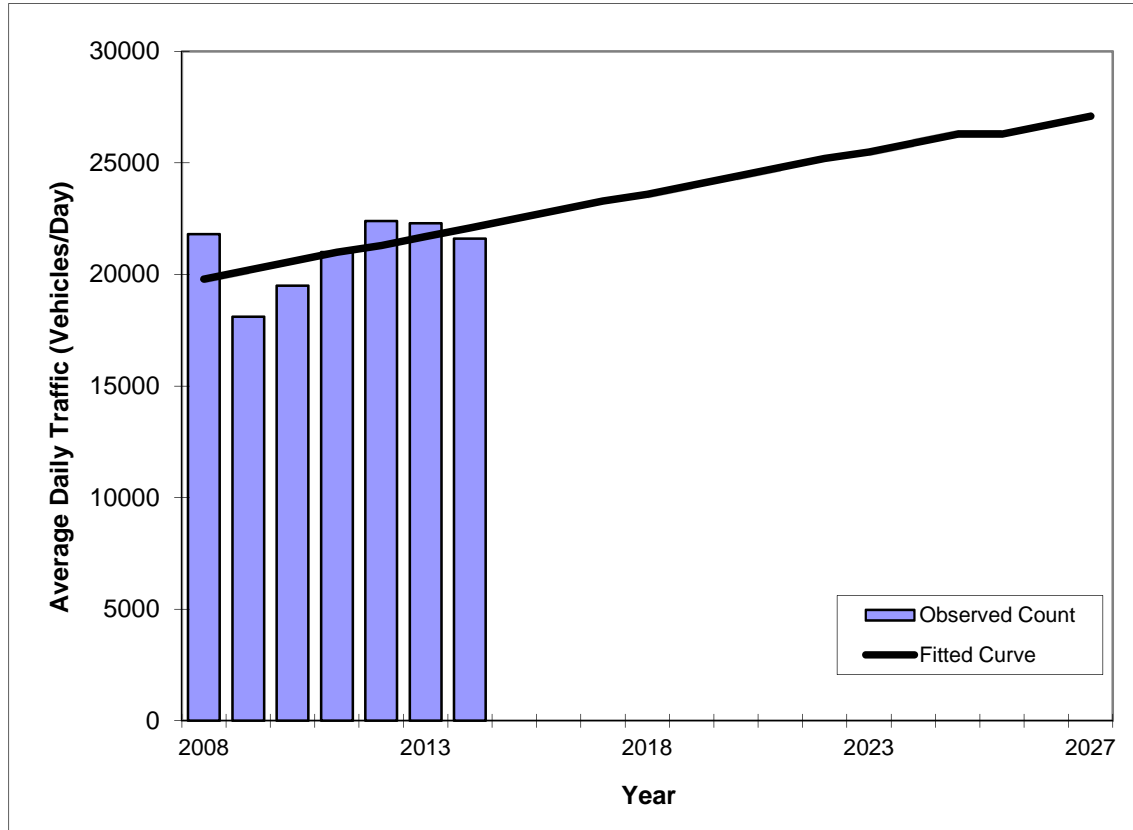
** Annual Trend Increase:	-90
Trend R-squared:	60.0%
Trend Annual Historic Growth Rate:	-2.38%
Trend Growth Rate (2014 to Design Year):	-2.14%
Printed:	17-Nov-15
Straight Line Growth Option	

*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

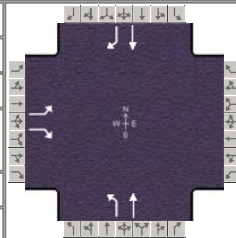
Projected HCS Capacity Worksheets

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	DWF			Intersection	25th St & Nebraska Ave			
Agency/Co.	TPD			Jurisdiction	Ft Pierce			
Date Performed	11/16/2015			Analysis Year	2015			
Analysis Time Period	PM Peak (Existing)							
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					

TWO-WAY STOP CONTROL SUMMARY							
General Information				Site Information			
Analyst	DWF			Intersection	Nebraska Ave & Lawnwood Circle		
Agency/Co.	TPD			Jurisdiction	Fort Pierce		
Date Performed	11/16/2015			Analysis Year	2015		
Analysis Time Period	PM Peak (Projected)						
Project Description							
East/West Street: <i>Nebraska Avenue</i>				North/South Street: <i>Lawnwood Circle</i>			
Intersection Orientation: <i>East-West</i>				Study Period (hrs): <i>0.25</i>			
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
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	

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	Green	3.0	29.0	10.0	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	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

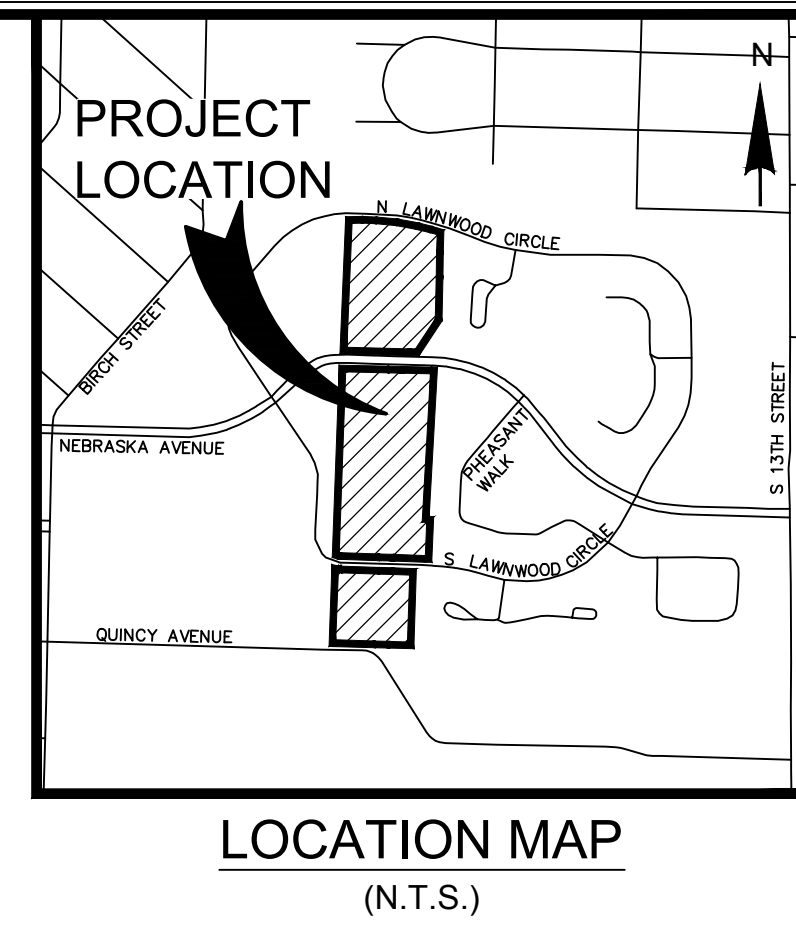
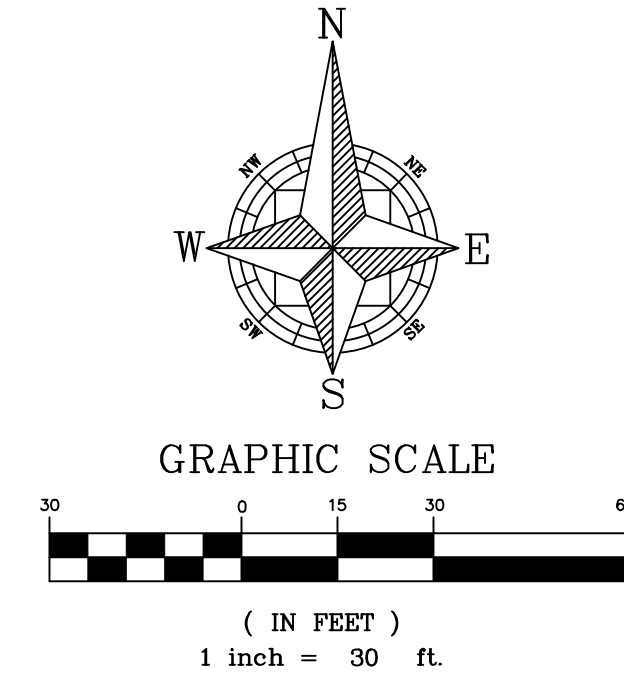
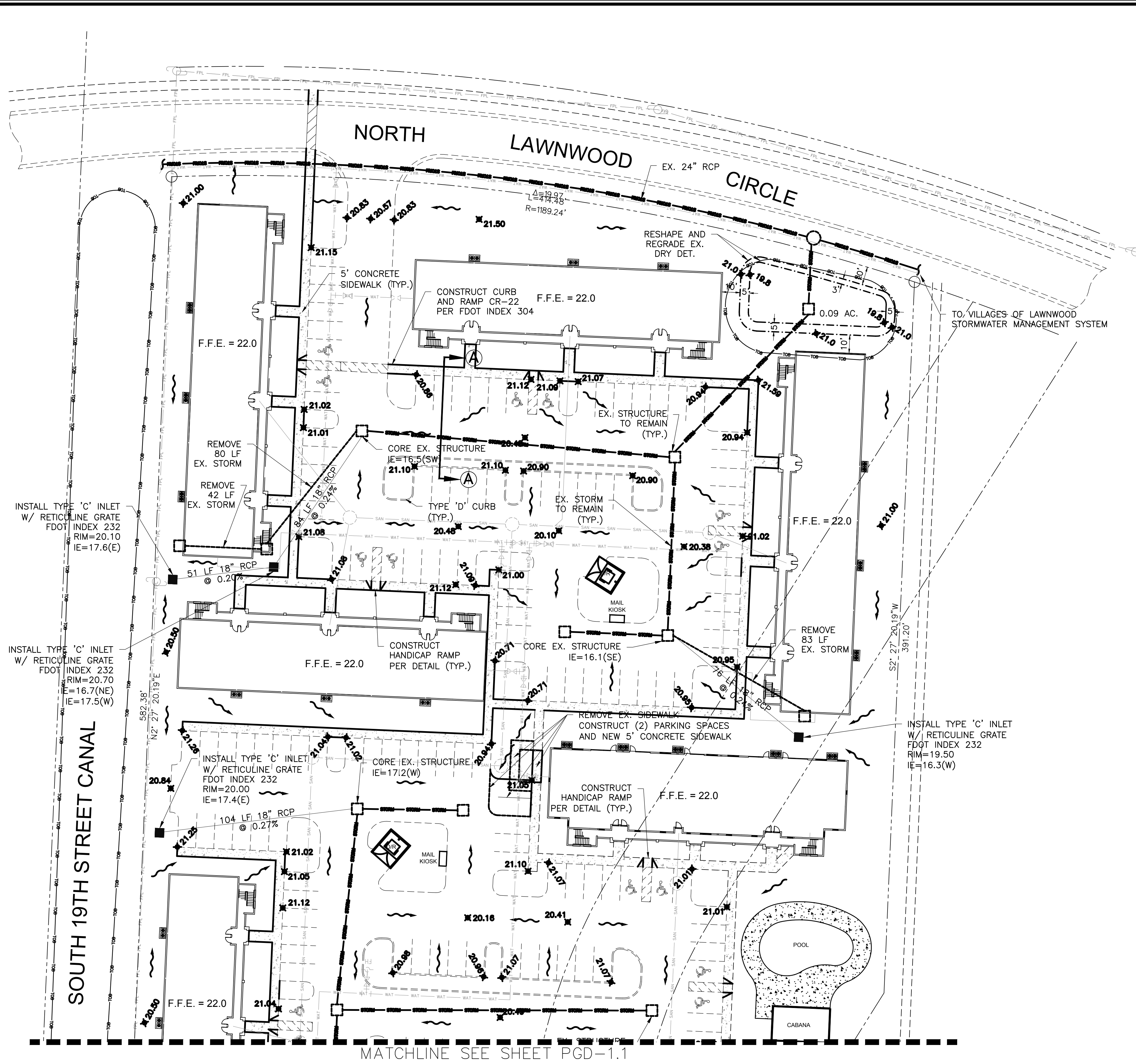
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7		14				5	2			6	16
Adjusted Flow Rate (v), veh/h	81		143				110	236			285	87
Adjusted Saturation Flow Rate (s), veh/h/ln	1810		1594				1810	1900			1881	1610
Queue Service Time (g _s), s	2.1		4.3				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

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	DWF			Intersection	N Lawnwood & Site Access			
Agency/Co.	TPD			Jurisdiction	Fort Pierce			
Date Performed	11/16/2015			Analysis Year	2017			
Analysis Time Period	PM Peak (Projected)							
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					

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	DWF			Intersection	S Lawnwood & Site Access			
Agency/Co.	TPD			Jurisdiction	Fort Pierce			
Date Performed	11/16/2015			Analysis Year	2017			
Analysis Time Period	PM Peak (Projected)							
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		
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		

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	DWF			Intersection	Nebraska Ave & Site Access			
Agency/Co.	TPD			Jurisdiction	Fort Pierce			
Date Performed	11/16/2015			Analysis Year	2017			
Analysis Time Period	PM Peak (Projected)							
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		



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
	PROPOSED STORM SEWER
	PROPOSED STORM CATCH BASIN
	EXISTING STORM SEWER
	EXISTING STORM CATCH BASIN
	PROPOSED GRADE ELEVATION

INSTALL TYPE 'C' INLET W/ RETICULINE GRATE FDOT INDEX 232 RIM=20.10 IE=17.6(E)

INSTALL TYPE 'C' INLET W/ RETICULINE GRATE FDOT INDEX 232 RIM=20.70 IE=16.7(NE) IE=17.5(W)

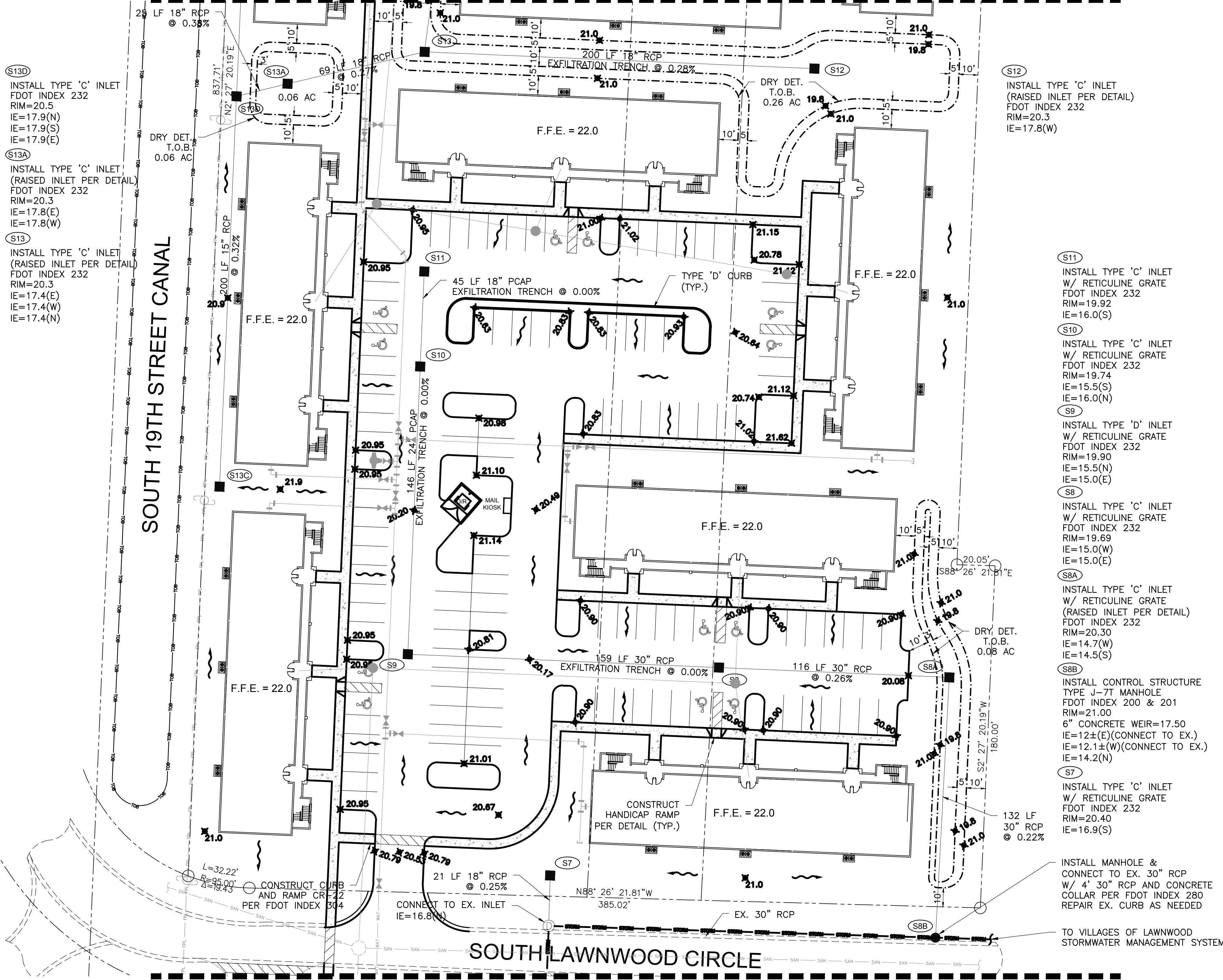
SOUTH 19TH STREET CANAL

MATCHLINE SEE SHEET PGD-1.1

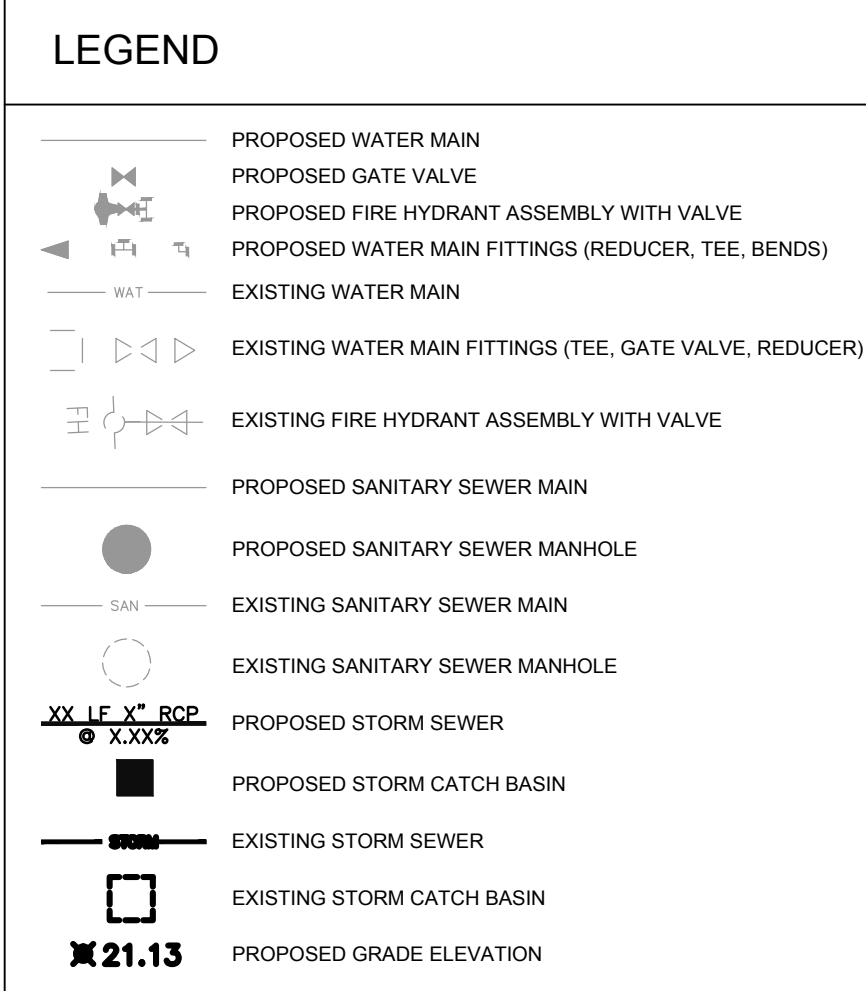
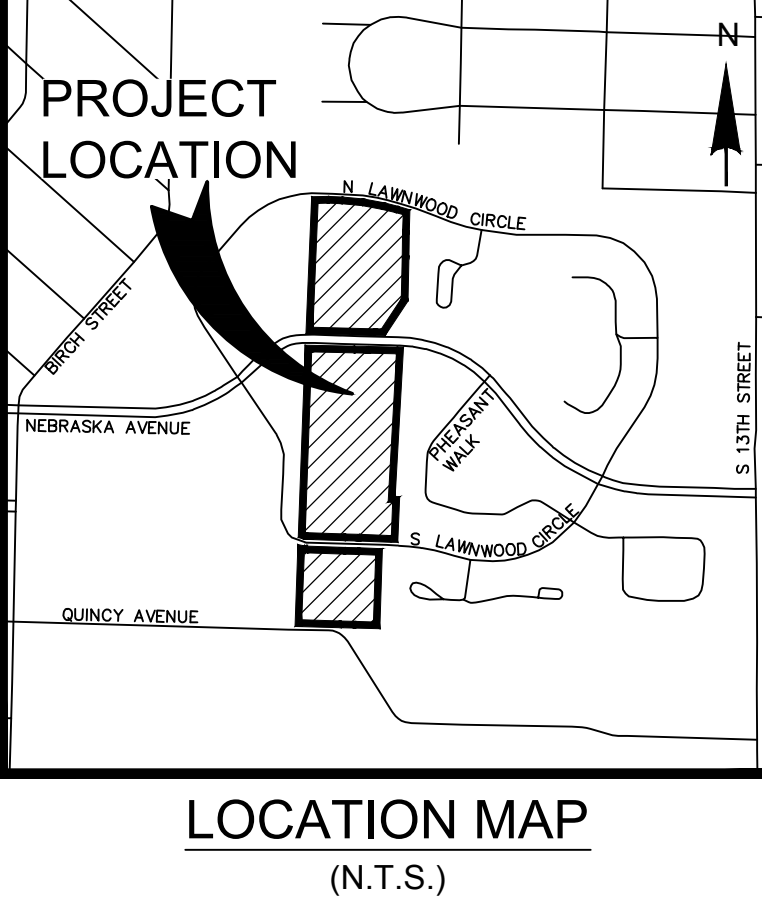
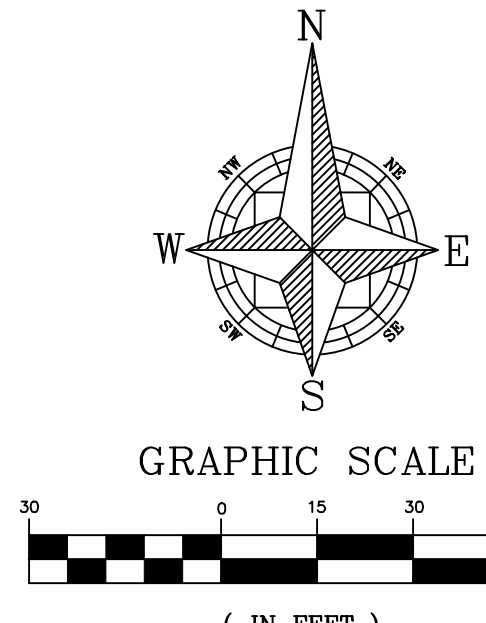
IBI GROUP (FLORIDA) INC.				PLANNERS SURVEYORS ENVIRONMENTAL CONSULTANTS		LANDSCAPE ARCHITECTS	
ENGINEERS LANDSCAPE ARCHITECTS				PLANNERS SURVEYORS ENVIRONMENTAL CONSULTANTS		LANDSCAPE ARCHITECTS	
2200 PARK CENTRAL BLVD. N. SUITE 101 MAITLAND, FLORIDA 32751 (407) 869-2120				2200 PARK CENTRAL BLVD. N. SUITE 101 MAITLAND, FLORIDA 32751 (407) 869-2120		2200 PARK CENTRAL BLVD. N. SUITE 101 MAITLAND, FLORIDA 32751 (407) 869-2120	
ORLANDO				POMPANO BEACH		POMPANO BEACH	
MAYFAIR FORT PIERCE, FLORIDA				PAVING, GRADING AND DRAINAGE PLAN			
SCALE	DRAWN:	DESIGNED:	CHECKED:	DATE:			
1" = 30'	BW		RW	3/15/2016			
PROJECT	SHEET			PGD-1.0			
38890							
IBI GROUP				FLORIDA ENGINEERING BUSINESS NO. 2966			
NOT FOR CONSTRUCTION				3/16/16			

J:\38890\5.9 Drawings\59civil\layouts\38890-PGD ALT.dwg Modified: 3/15/2016 By:becky.williams Plotted By:becky.williams

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)

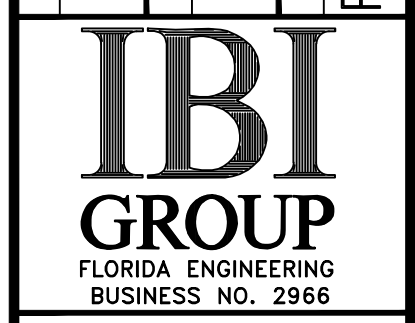
- (S11) INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.92
IE=16.0(S)
- (S10) INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.74
IE=15.5(S)
IE=16.0(N)
- (S9) INSTALL TYPE 'D' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.90
IE=15.5(N)
IE=15.0(E)
- (S8) INSTALL TYPE '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)

- INSTALL MANHOLE &
CONNECT TO EX. 30" RCP
W/ 4" 30" RCP AND CONCRETE
COLLAR PER FDOT INDEX 280
REPAIR EX. CURB AS NEEDED

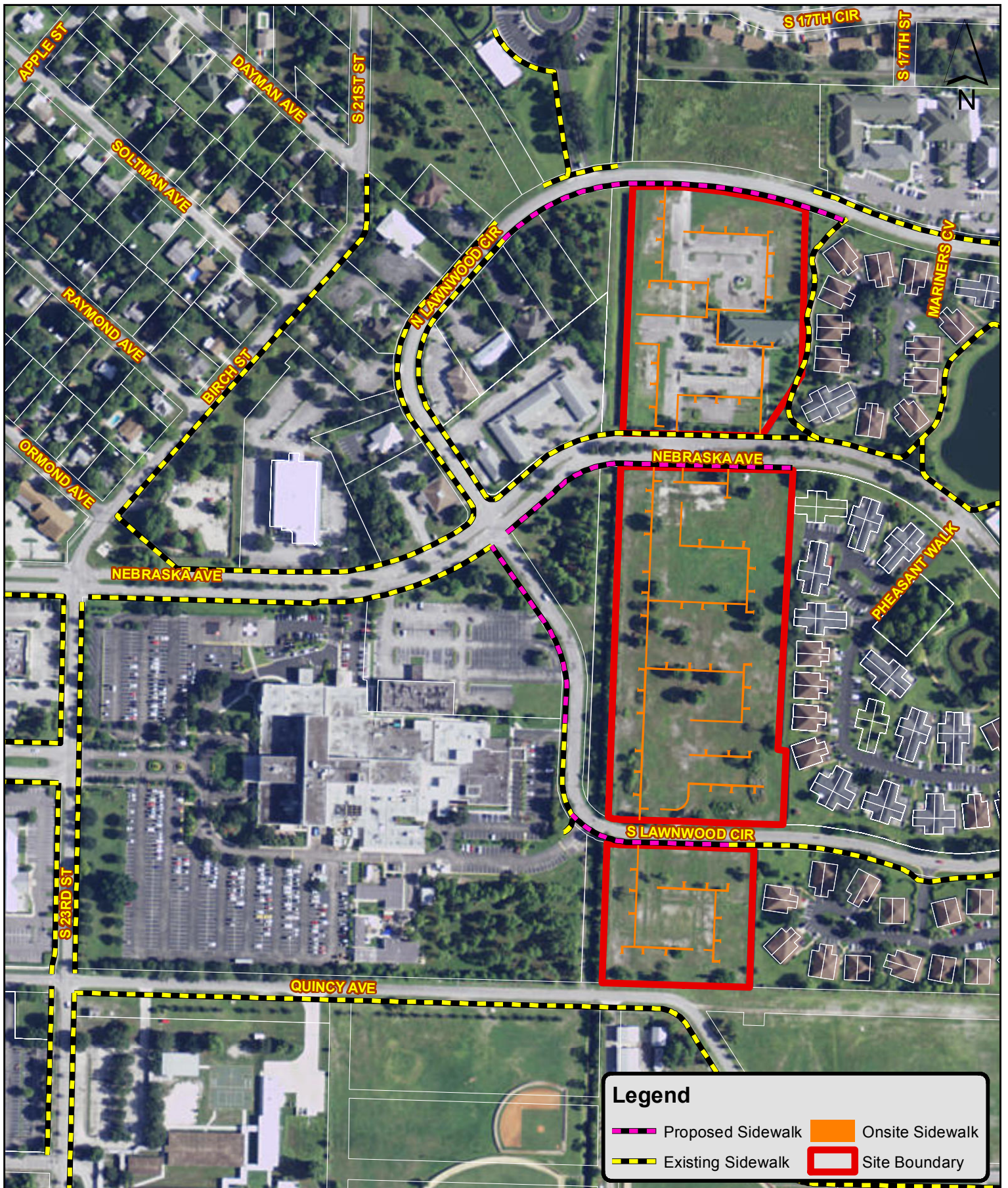
TO VILLAGES OF LAWNWOOD STORMWATER MANAGEMENT SYSTEM

J:\38890\5.9 Drawings\59civil\layouts\38890-PGD ALT.dwg Modified: 3/15/2016 By: becky.williams Plotted: By: becky.williams

SCALE 1" = 30'	PROJECT 38890	SHEET PGD-1.2	DATE 3/15/2016								
			CHECKED: RW								
DRAWN: BW	DESIGNED:	DATE									
<table border="1"> <tr> <td colspan="2">MAYFAIR FORT PIERCE, FLORIDA</td> <td colspan="2">POMPAÑO BEACH</td> </tr> <tr> <td colspan="2">PAVING, GRADING AND DRAINAGE PLAN</td> <td colspan="2">ORLANDO</td> </tr> </table>				MAYFAIR FORT PIERCE, FLORIDA		POMPAÑO BEACH		PAVING, GRADING AND DRAINAGE PLAN		ORLANDO	
MAYFAIR FORT PIERCE, FLORIDA		POMPAÑO BEACH									
PAVING, GRADING AND DRAINAGE PLAN		ORLANDO									
<table border="1"> <tr> <td rowspan="2">IBI GROUP (FLORIDA) INC. ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS PLANNERS ENVIRONMENTAL CONSULTANTS</td> <td rowspan="2">2200 PARK CENTRAL BLVD. N. SUITE 300 MAITLAND, FLORIDA 32751 (954) 974-2200 (407) 869-2120</td> <td rowspan="2">POMPAÑO BEACH</td> <td>DESCRIPTION</td> </tr> <tr> <td>BY</td> </tr> </table>				IBI GROUP (FLORIDA) INC. ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS PLANNERS ENVIRONMENTAL CONSULTANTS	2200 PARK CENTRAL BLVD. N. SUITE 300 MAITLAND, FLORIDA 32751 (954) 974-2200 (407) 869-2120	POMPAÑO BEACH	DESCRIPTION	BY			
IBI GROUP (FLORIDA) INC. ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS PLANNERS ENVIRONMENTAL CONSULTANTS	2200 PARK CENTRAL BLVD. N. SUITE 300 MAITLAND, FLORIDA 32751 (954) 974-2200 (407) 869-2120	POMPAÑO BEACH	DESCRIPTION								
			BY								



NOT FOR CONSTRUCTION
3/16/16



Legend

- Proposed Sidewalk
- Onsite Sidewalk
- Existing Sidewalk
- Site Boundary

**Mayfair at Longwood
Sidewalk Map**



IBI Group (Florida) Inc.
 2200 Park Central Boulevard N. Suite 100
 Pompano Beach, FL 33064
 tel 954 974 2200
 fax 954 973 2686

City of Fort Pierce

St. Lucie County

Florida

Scale: 1" = 300'

By: cmp

Job# 38890

Date: 06/06/2016

DRAFT



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 # 12. a.

Meeting Date: 11/21/2016

Re:

SUBJECT:

Presentation on Status of Administrative Review by Chief Diane Hopley-Burney.

Attachments

Presentation

Form Review

Form Started By: Linda Cox

Started On: 11/29/2016 05:14 PM

Final Approval Date: 11/29/2016



Update on The Fort Pierce Police Department

Chief Diane Hobley-Burney
“In Honor We Serve”

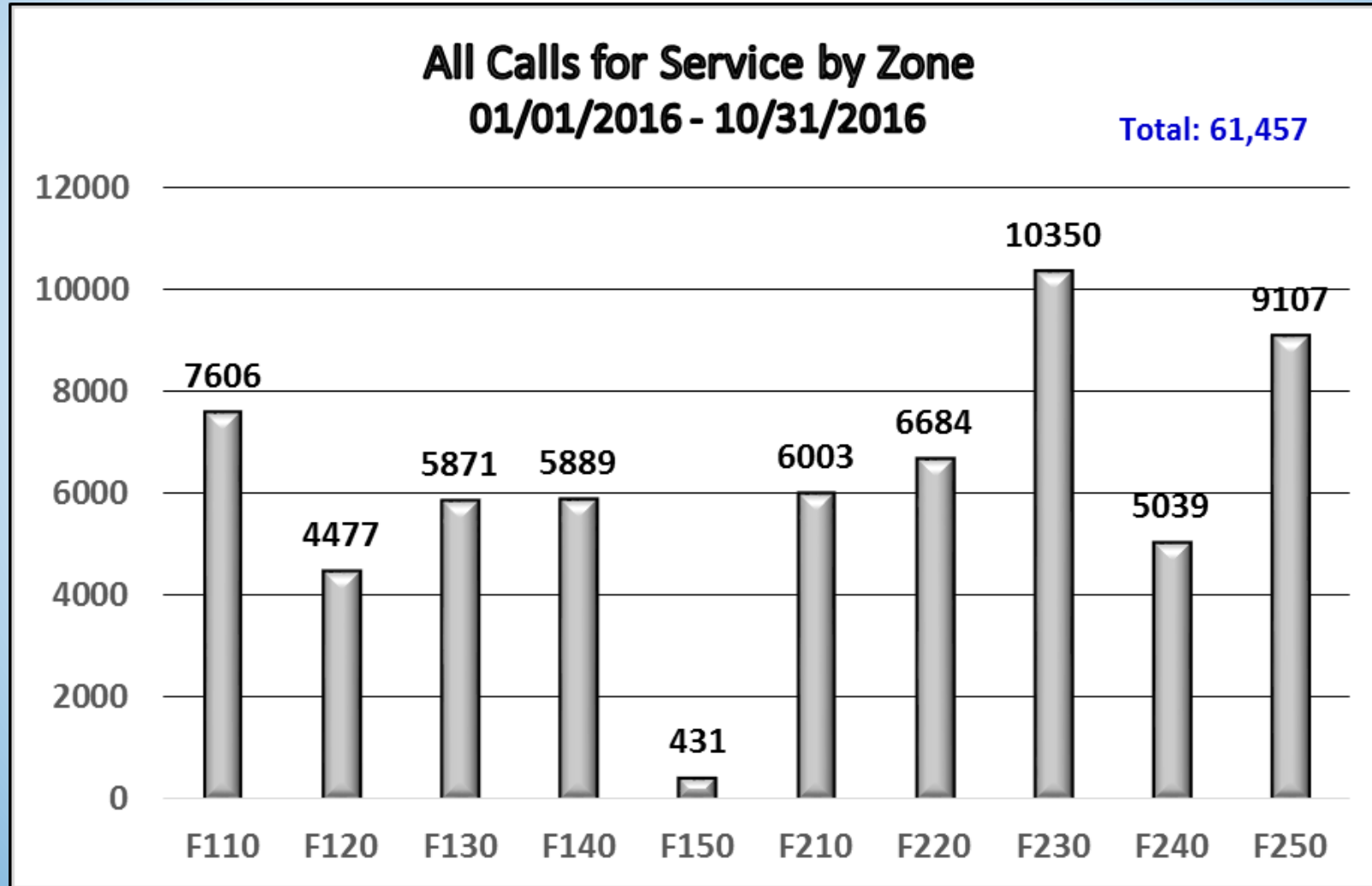
Crime is down 25 percent

Because of our outreach to the community, crime in Fort Pierce is down 25 percent for the 1st half of 2016

2016 Semi-Annual Part 1 UCR Statistics			
UCR Category	Total		
	2015	2016	% Change
Homicide	4	5	25.0%
Sex Offenses	21	13	-38.1%
Robbery	60	44	-26.7%
Assault	130	114	-12.3%
Total Violent Crimes	215	176	-18.1%
Burglary	219	160	-26.9%
Larceny/Theft	776	584	-24.7%
Motor Vehicle Theft	66	37	-43.9%
Total Non-Violent Crimes	1061	781	-26.4%
UCR TOTAL	1276	957	-25.0%

← Down 25%

61,457 CALLS FOR SERVICE



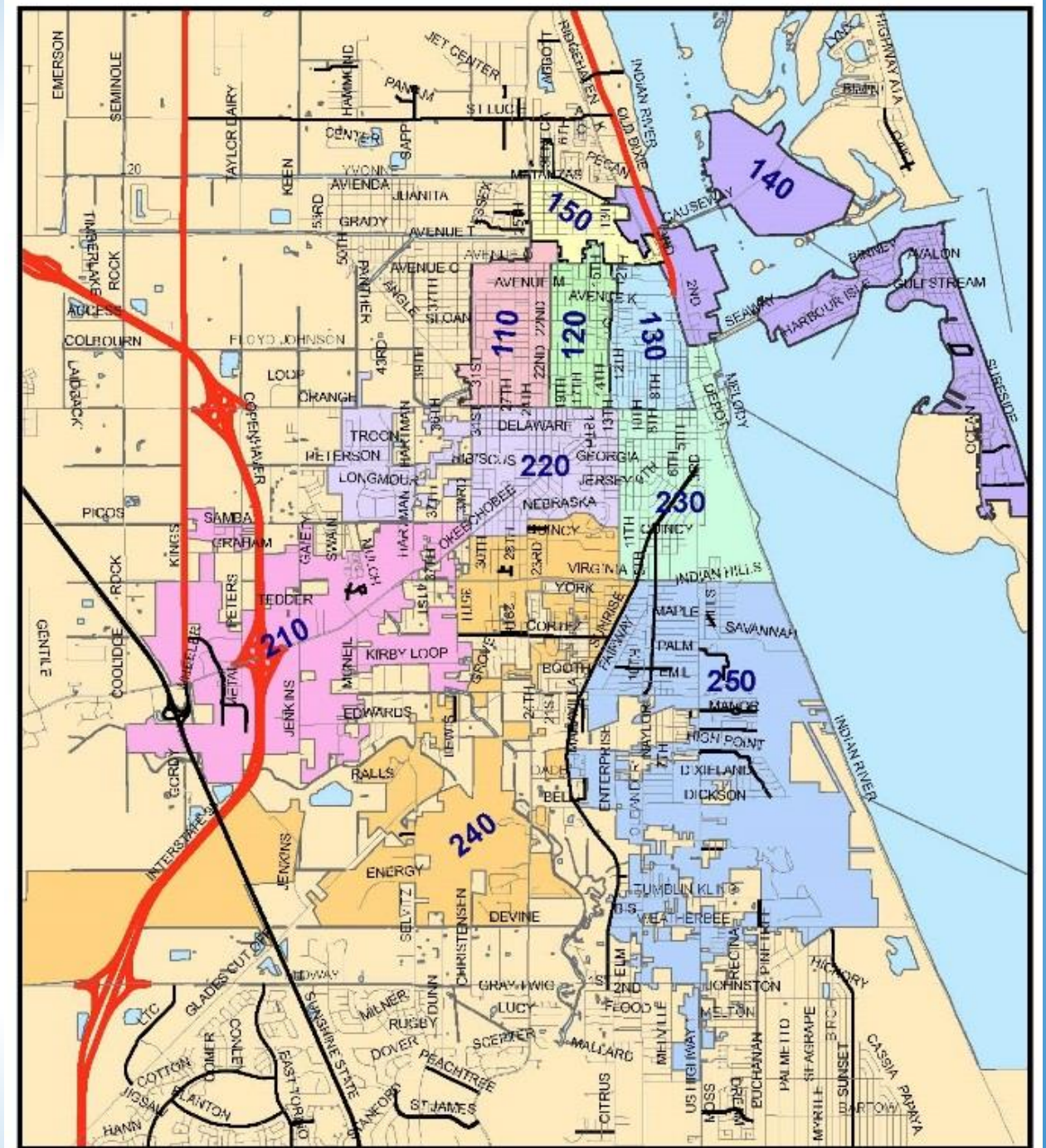
GRID MAP

DISTRICT 1

DEPUTY CHIEF
KENNY NORRIS

DISTRICT 2

DEPUTY CHIEF
FRANK AMANDRO



TOP TEN (10) CALLS FOR SERVICE

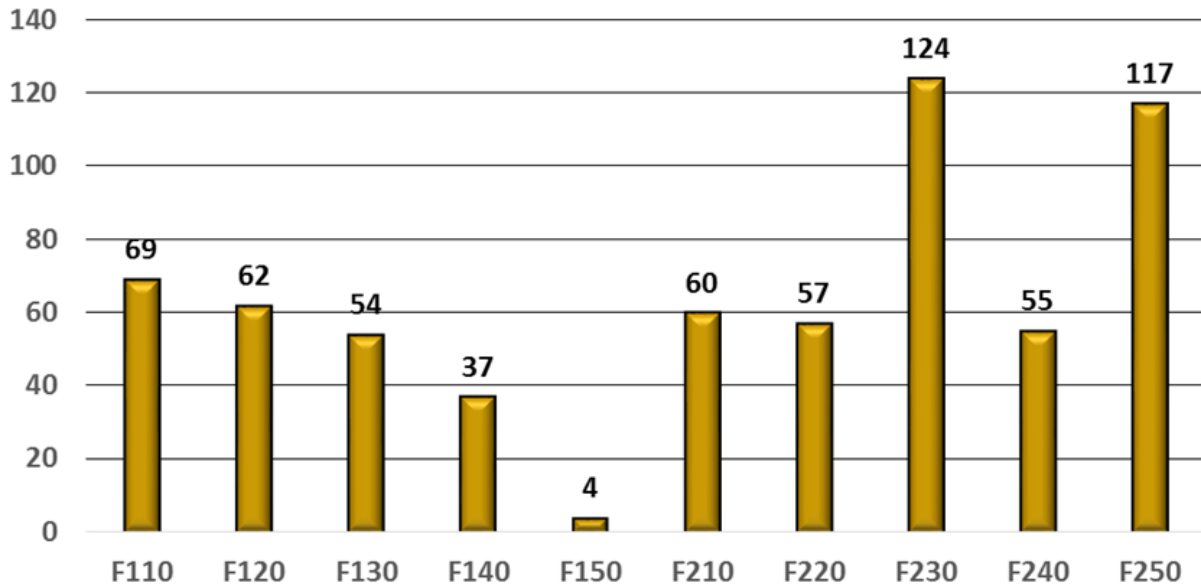
DISTRIBUTION OF ALL CALLS FOR SERVICE 01/01/2016 - 10/31/2016 Top 10 Calls

CALL TYPE	F110	F120	F130	F140	F150	DIST 1 TOTAL	F210	F220	F230	F240	F250	DIST 2 TOTAL	GRAND TOTAL
FOOT PATROL OR PARK AND WALK	889	182	559	1451	22	3103	921	1039	1625	402	639	4626	7729
TRAFFIC RELATED	991	680	927	481	26	3105	379	697	1251	297	1298	3922	7027
CLOSE PATROL	780	79	398	1002	27	2286	765	453	566	311	831	2926	5212
DISTURBANCE	515	408	454	216	19	1612	284	451	520	199	489	1943	3555
SUSPICIOUS PERSON	369	312	590	219	17	1507	327	282	625	99	405	1738	3245
CONDUCT INVESTIGATION	429	241	263	178	27	1138	343	356	460	254	469	1882	3020
DOMESTIC TROUBLE	512	411	332	116	21	1392	153	359	358	201	413	1484	2876
DETAIL OR INFORMATION	154	6	23	521	5	709	43	55	507	1354	157	2116	2825
ALARM	184	124	92	129	62	591	229	272	438	161	380	1480	2071
LARCENY	160	127	129	82	12	510	254	160	275	82	211	982	1492
TOTAL	4983	2570	3767	4395	238	15953	3698	4124	6625	3360	5292	23099	39052

DURING THE WEEK OF NOVEMBER 14 -20, 2016 OFFICERS HANDLED
1,189 CALLS FOR SERVICE.
639 WERE GENERATED BY CITIZENS
550 WERE INITIATED BY FORT PIERCE POLICE OFFICERS

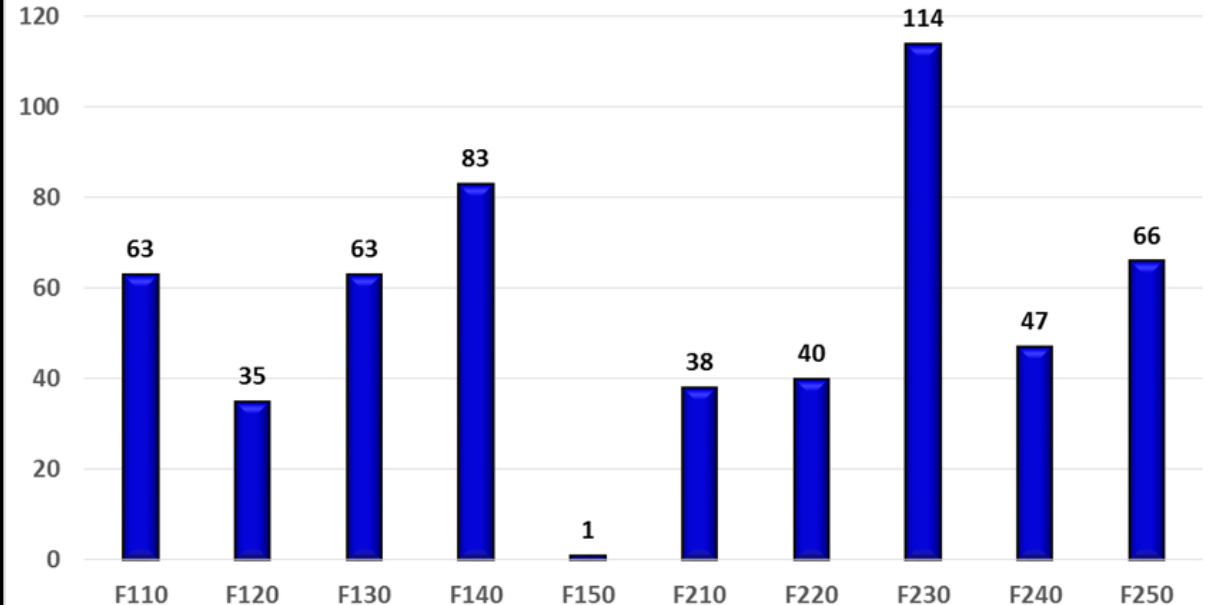
Citizen-Generated Calls for Service
11/14/2016 - 11/20/2016

Total: 639
D1: 226
D2: 413



Officer-Generated Calls for Service
11/14/2016 - 11/20/2016

Total: 550
D1: 245
D2: 305



Our Detectives are out in the field following up on investigations

- We have weekly Intelligence meetings.



STATUS OF ADMINISTRATIVE INVESTIGATION OF THE OFFICER INVOLVED SHOOTING

- THERE IS OVER 4,100 PAGES OF WRITTEN MATERIAL TO REVIEW
- THIS DOES NOT INCLUDE THE VIDEOS, AUDIO FILES, AND PHOTOGRAPHS.
- UPON COMPLETION OF THIS REVIEW, THE INVESTIGATOR WILL THEN INTERVIEW WITNESSES PRIOR TO THE INVOLVED OFFICERS.
- THE ADMINISTRATIVE INVESTIGATION IS ON GOING.

Grand Jury's Recommendations

A. In-Car Camera System / The Arbitrator System

1. Recommended Training

- **RESPONSE**

- IT System Administrator will be responsible for training all officers on proper use of the in-car Camera System.
- Designed a form that officer must sign in acknowledgement of training and understanding of policies

2. Recommended Video Camera Activation

- We are working with Public Works Fleet maintenance on inspecting all the vehicles and the uniformity of activation.

3. Recommended Supervisory Oversight

- Supervisors were reminded of the responsibility of officers inspecting their in-car camera prior to each shift.
- Supervisors will now send their formal inspections of officers in-car cameras to their assigned Deputy Chief for review.

4. Recommended System Wide Review of Arbitrator

- During the inspections, all obsolete or cameras that are no longer functioning properly will be removed from service and decommissioned.
- A number of the In-Car Camera systems were purchase in 2007 and 2008. The most recent systems were purchased back in 2010 and 2011.

5. Recommended Consideration of Body Cameras

- We have selected the VIEVU Body Worn Camera system, a brand of the Safariland Group.
- The proposal will be presented to the City Commission. If the proposal is approved, it will enable the police department to outfit one hundred (100) officers (all of our patrol officers as well some of our specialty officers and detectives). The proposal is a five (5) year contract totaling \$450,000.

B. Training

1. De-escalation Training

- Partnered with Treasure Coast Mental Health Center
- 40 hours of advanced Crisis Intervention Training (CIT).
- Officers receive de-escalation tactics and diffusing techniques in this training which is offered three times per year
- Detective Mike Dini was recognized as being the CIT Officer of the year. He received this for verbally de-escalating a distraught veteran that was armed with a knife and threatening suicide by police officer.

1. De-escalation Training (continued)

- Working with the Department of Justice (DOJ) for additional De-escalation Training.
- Interactive Academy which is a website based training tool which offers numerous training options to further educate our officers on de-escalation.

2. Scenario-Based Training

- Implemented eight (8) hours of scenario-based training utilizing role players and subject matter experts.
- The specific scenarios include traffic stops, domestic violence and officer ambush encounters.
- Prior to participating in the scenario-based training all officers have received four (4) hours of advanced "Use of Force Training", directly from the Department of Homeland Security training program.

2. Scenario-Based Training (Continued)

- We are purchasing the MILO (Multiple Interactive Learning Objectives) virtual training simulator.
- Scenario-based training tool that will provide advanced discretionary training.
- Places officers in real-life situations.

3. Community Outreach

- Citizens "Use of Force Training" at the police department.
 - During one of the sessions a representative from the Department of Justice was in attendance and reviewed the course which is based on the Federal Homeland Security lesson plan. He was complimentary of the training.
- Conducted a teen outreach program discussing teen interaction with law enforcement. This was an open dialogue between local youth and law enforcement personnel.
- Cultural awareness training.

SHOP WITH A COP



USING OUR SEGWAYS AS A PART OF PATROL AND SPECIAL EVENTS.



AS WELL AS OUR ATVs



Santa Cop



Courage For Life



We Are Involved In Community Events.



WE ARE REBRANDING OURSELVES



Will Be On All Our Police Vehicles



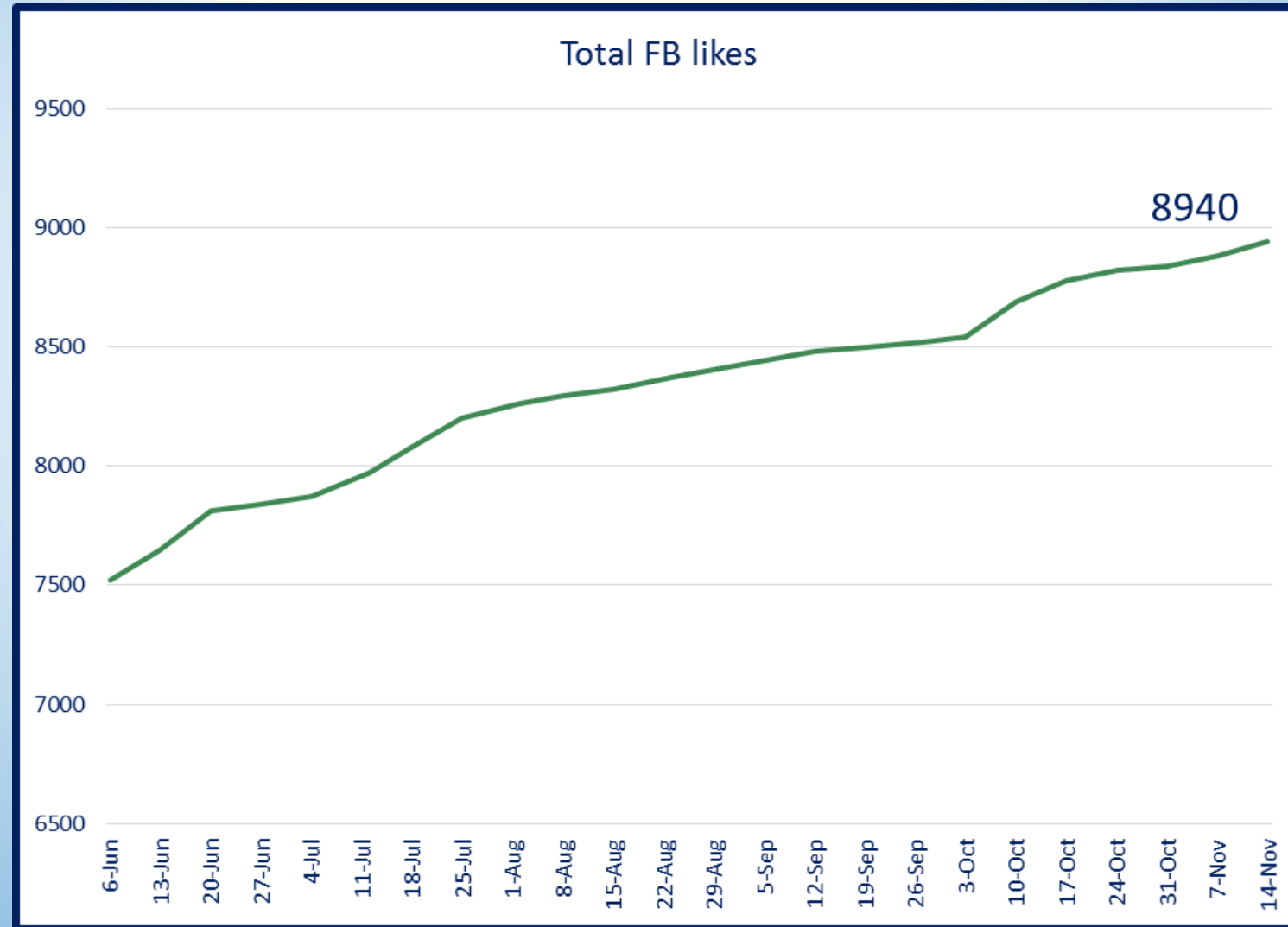
Restoring the Village Youth Initiative (RTVYI)



- Six outreach workers
- Serving approximately 55 youth
- Gang Prevention initiative
- Initial Grant was for \$300,000
- Awarded \$328,000

Growth in Facebook Followers

Weekly totals June 1 to present up 13.56% – 8,940 current followers



FPPD Social Media Use

FPPD used SM to share preparation & recovery messages from the EOC, City Hall, the Sheriff's Office, the Fire District & School Districts, Clerk's Office, FLHSMV and various news media.

Fort Pierce Police Department
October 4 · 🌐

Fort Pierce PD and emergency management officials from all over St. Lucie County are meeting now to finalize plans and prepare for potential storm. Do you have your plan ready? Here are some tips: bit.ly/28ijp2q #HurricaneMatthew



Like Comment

Charlie Moe, Shawnte Patterson, Trixie Mic Daily and 26 others like this. Chronological ▾

5 shares

Linda George Lots of serious faces there.
October 4 at 5:04pm

Fort Pierce P.D. Retweeted

Michele Wright @michelewrightTV · Oct 4
"Check on neighbors. Anyone whether they are elderly, disabled or have special needs." @FLGovScott #HurricaneMatthew
WPEC CBS12 News



8 3

Fort Pierce Police Department
October 7 · 🌐

Reminder: Pay close attention to traffic lights, they may not be working! This graphic tells what to do... #HurricaneMatthew

What to do...

IF A TRAFFIC SIGNAL IS NOT OPERATING:

- FLASHING RED SIGNAL LIGHTS**
Flashing RED signal lights should be treated like a stop sign.
- FLASHING YELLOW SIGNAL LIGHTS**
Flashing YELLOW signal lights mean that drivers should proceed with caution.
- NO SIGNAL LIGHTS**
NO signal lights should be treated as four-way stop sign.

Plan for Emergencies: FLGETAPLAN.COM

FLORIDA A SAFER HIGHWAY SAFETY FOR MOTOR VEHICLES

FPPD Social Media Use

FPPD used Facebook, Twitter and the police web page to provide public information before, during and after Hurricane Matthew

FB posts	13
FB reach	48332
Twitter posts	28
Twitter reach	8700
FPPD recovery efforts video reach	30483
Visits to FPPD web pages during prep & recovery	2143
FPPD recovery effort video — website views	1051

603 Front Porch Roll Calls

FPPD held 603 “front porch rolls calls” from Jan. 1 through Oct. 31 this year



St. Lucie County Chamber of Commerce Business and Industry Award

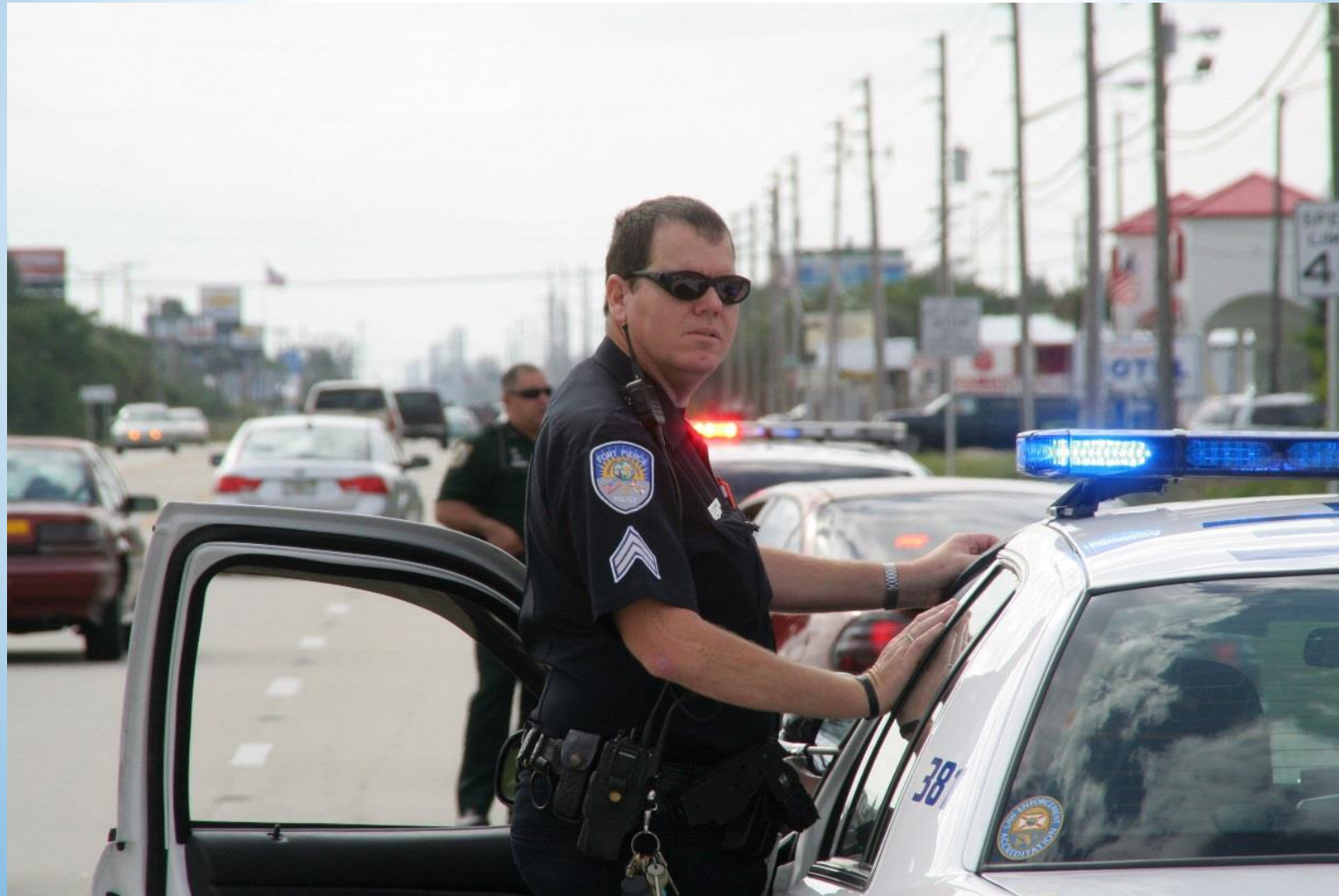


September 23, 2015



September 28, 2016

Please Take a Moment to Remember Detective James Cozine



City Commission Regular Meeting

Agenda Item # 13. a.

Meeting Date: 11/21/2016

Re: Resolution 16-R50

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 16-R50 Accepting the Returns of the General Election held on November 8, 2016.

SUMMARY:

Section 67(1) of the City Charter provides that at the first regular meeting of the City Commission after the primary election and the general election, the City Commission shall adopt a Resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk, such returns having been canvassed by the County Canvassing Board, and declaring the outcome of the election.

RECOMMENDATION:

Adopt Resolution 16-R50

ALTERNATIVES:

Do not adopt the resolution and challenge the canvassed returns.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Gertrude Walker, Supervisor of Elections

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

16-R50

Exhibit A

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 11/16/2016

Reviewed By

Nick Mimms

Date

11/16/2016 03:40 PM

Started On: 11/07/2016 03:26 PM

RESOLUTION NO. 16-R50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ACCEPTING THE **RETURNS OF THE GENERAL ELECTION** HELD ON NOVEMBER 8, 2016, AS PROVIDED BY THE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 67(1) of the City Charter provides that at the first regular meeting of the City Commission after the primary election and the general election, the City Commission shall adopt a Resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk, such returns having been canvassed by the County Canvassing Board, and declaring the outcome of the election.

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

SECTION 1. The City Commission of the City of Fort Pierce does hereby accept the returns of the General Election held on November 8, 2016, as provided by the County Supervisor of Elections, a copy of which is attached as Exhibit A and made a part of this Resolution, such returns having been canvassed by the County Canvassing Board, declaring the outcome of the election.

SECTION 2. This resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of November, 2016.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

JAMES MESSER, CITY ATTORNEY

**CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY**

We, the undersigned, KATHRYN NELSON, County Judge, GERTRUDE WALKER, Supervisor of Elections, PAULA A. LEWIS, Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Sixteenth day of November, 2016 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan** held on the Eighth day of November, 2016 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

Retention of Justice Charles T. Canady of the Supreme Court

Yes 77,080 votes
No 40,880 votes

Retention of Justice Jorge Labarga of the Supreme Court

Yes 77,089 votes
No 40,452 votes

Retention of Justice Ricky L. Polston of the Supreme Court

Yes 78,310 votes
No 38,690 votes

Retention of Judge Cory J. Ciklin of the Fourth District Court of Appeal

Yes 78,031 votes
No 37,700 votes

Retention of Judge Dorian K. Damoorgian of the Fourth District Court of Appeal

Yes 76,874 votes
No 38,247 votes

Retention of Judge Jonathan D. Gerber of the Fourth District Court of Appeal

Yes 78,632 votes
No 36,300 votes

Retention of Judge Robert M. Gross of the Fourth District Court of Appeal

Yes 76,933 votes
No 37,648 votes

*** Official ***
CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY

Retention of Judge Spencer D. Levine of the Fourth District Court of Appeal

Yes	77,018 votes
No	37,630 votes

Retention of Judge Melanie G. May of the Fourth District Court of Appeal

Yes	80,098 votes
No	34,939 votes

For Circuit Judge, 19th Judicial Circuit, Group 6, the whole number of votes cast was 109,983 of which

Michael J. McNicholas	received	61,707 votes
Robert "Bob" Meadows	received	48,276 votes

For Port St. Lucie City Council D2, the whole number of votes cast was 71,583 of which

John Carvelli	received	36,168 votes
Linda Gausten	received	35,415 votes

For Fort Pierce District 1, the whole number of votes cast was 5,371 of which

Cleaver Hayling	received	2,051 votes
Reggie Sessions	received	3,320 votes

For Lake Lucie Community Development District, Seat 4, the whole number of votes cast was 192 of which

Jeffrey Brodzinski	received	115 votes
James H. Huber	received	77 votes

For Saint Lucie West Service District, Seat 4, the whole number of votes cast was 6,339 of which

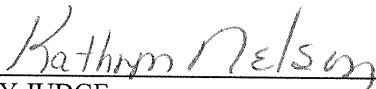
Everett S. Child	received	3,365 votes
Viorel "Mr. Vio" Mocuta	received	1,180 votes
Tony Stachewicz	received	1,794 votes

For Tradition Community Development District No. 5, Seat 2, the whole number of votes cast was 871 of which

Pamela A. Elisofon	received	333 votes
Catherine "Cathy" Powers	received	538 votes

*** Official ***
**CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY**

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.



COUNTY JUDGE



SUPERVISOR OF ELECTIONS



BOARD OF COUNTY COMMISSIONERS

City Commission Regular Meeting

Agenda Item # 13. b.

Meeting Date: 11/21/2016

Re: 16-R52

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 16-R52 Accepting the proposal of Capital One Public Funding, LLC to purchase the City's Capital Improvement Revenue Notes and authorizing the execution and delivery of a Loan Agreement.

SUMMARY:

Funds will be used to repay the FPUA loan, acquire the land for public parking, and to purchase radios and related equipment for use by the City's emergency services employees.

RECOMMENDATION:

Approve Resolution 16-R52

ALTERNATIVES:

Seek other financing options.

RESPONSIBLE STAFF:

Johnna Morris, Finance Director

COORDINATED WITH:

Michael D. Williams, Akerman, LLP
Nicholas Mimms, City Manager

Fiscal Impact

OTHER INFORMATION:

Mr. Mimms will provide.

Attachments

16-R52

Loan Agreement

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 11/16/2016

Reviewed By

Nick Mimms

Date

11/16/2016 04:44 PM

Started On: 11/15/2016 10:54 AM

RESOLUTION NO. 16-R52

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA ACCEPTING THE PROPOSAL OF **CAPITAL ONE PUBLIC FUNDING, LLC TO PURCHASE THE CITY'S NOT TO EXCEED \$1,350,000 TAXABLE CAPITAL IMPROVEMENT REVENUE NOTE**, SERIES 2016A THE PROCEEDS OF WHICH WILL BE APPLIED BY THE CITY TO REPAY \$1,250,000 OWED THE FORT PIERCE UTILITIES AUTHORITY AND TO PAY COSTS OF ISSUANCE THEREOF, THE CITY'S NOT TO EXCEED \$900,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2016B THE PROCEEDS OF WHICH WILL BE USED BY THE CITY TO ACQUIRE LAND FOR PUBLIC PARKING AND TO PAY COSTS OF ISSUANCE THEREFOR AND THE CITY'S NOT TO EXCEED \$1,500,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2016C, THE PROCEEDS OF WHICH WILL BE USED BY THE CITY TO PURCHASE RADIOS AND RELATED EQUIPMENT FOR USE BY THE CITY'S EMERGENCY SERVICES EMPLOYEES AND TO PAY COSTS OF ISSUANCE THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID LENDER TO SECURE THE REPAYMENT OF SAID LOAN; PROVIDING FOR THE PAYMENT OF SUCH NOTES FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON AD VALOREM REVENUES ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE NOTES, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PEIRCE, FLORIDA AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, and as to the 2016A Note Chapter 159, Part VII, Florida Statutes the Florida Constitution, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained determined and declared:

(A) The City of Fort Pierce, Florida (the "City") deems it necessary, desirable and in the best interests of the City that the City issue its Taxable Capital Improvement Revenue Note, Series 2016A the proceeds of which will be applied by the City to repay \$1,250,000 owed the Fort Pierce Utilities Authority and to pay costs of issuance thereof (the "2016A Note"), the City's not to exceed \$900,000 Capital Improvement Revenue Note, Series 2016B the proceeds of which will be used by the City to acquire land for public parking and to pay costs of issuance thereof (the "2016B Note") and the City's Capital Improvement Revenue Note, Series 2016C (the "2016C Note," collectively with the 2016A Note and the 2016B Note, the "2016 Notes"), the proceeds of which will be used by the City to purchase radios and related equipment for use by the City's emergency services employees and to pay costs of issues thereof, all as more particularly described herein and in the Loan Agreement (as defined herein).

(B) Pursuant to Section 2(b), Article VIII of the State Constitution and Section 166.021, Florida Statutes, municipalities have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law. The issuance of the 2016 Notes and the execution and delivery of the Loan Agreement for the purposes of set forth in the title hereof is not prohibited by law.

(C) The City staff in consultation with RBC Capital Markets, LLC ("RBC") has reviewed the proposal of Capital One Public Funding, LLC (the "Lender") regarding a loan as provided in the 2016 Notes (the "Loan") to the City, the proceeds of which will be applied for the purpose set forth in Section 2(A) hereof.

(D) The Loan will be secured by the City's covenant to budget and appropriate Non Ad Valorem Revenues as provided in the Loan Agreement pursuant to which the City will issue the 2016 Notes to secure the repayment of the Loan.

(E) Prior to the issuance of the 2016 Notes the City shall have received the certificate of Independent Auditor required by various City resolutions as a condition precedent to the issuance by the City of debt payable from amounts budgeted and appropriated from Non Ad Valorem Revenues.

(F) The City has determined that due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the 2016 Notes pursuant to the Loan Agreement by negotiated sale, allowing the City to issue the 2016 Notes at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible prices, interest rates and other terms for the 2016 Notes and, accordingly, the City Commission of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated private placement of the 2016 Notes to the Lender be authorized.

SECTION 3. AUTHORIZATION OF ISSUANCE OF 2016 NOTES. The City hereby authorizes the issuance of the 2016A Note in a principal amount not to exceed \$1,350,000, the 2016B Note in a principal amount not to exceed \$900,000 and the 2016C Note in the principal amount not exceeding \$1,500,000 for the purposes set forth in Section 2(A) hereof and as more particularly described in the Loan Agreement.

SECTION 4. ACCEPTANCE OF COMMITMENT LETTER WITH LENDER. Based on a recommendation of RBC, the City hereby accepts the term sheet of the Lender dated October 26, 2016.

SECTION 5. APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND 2016 NOTES AND EXECUTION OF LOAN AGREEMENT AND 2016 NOTES. The Loan and the repayment of the Loan as evidenced by the 2016 Notes shall be pursuant to the terms and provisions of the Loan Agreement and the 2016 Notes. The City hereby approves the Loan Agreement in substantially the form attached hereto as **Exhibit A** and authorizes the Mayor or the Mayor Pro-Tem of the City (collectively, the "Mayor") and the City Clerk or any deputy or assistant City Clerk of the City (collectively, the "City Clerk") to execute and deliver on behalf of the City the Loan Agreement by and between the City and the Lender substantially in the form attached hereto as Exhibit A (the "Loan Agreement") and the 2016 Notes in substantially the form attached to the Loan Agreement, with such changes insertions and additions as they may approve, their execution thereof being evidence of such approval.

SECTION 6. PAYMENT OF DEBT SERVICE ON 2016 NOTES. Pursuant to the Loan Agreement, the 2016 Notes will be secured by a City covenant to budget and appropriate Non Ad Valorem Revenues, all as more particularly described in the Loan Agreement.

SECTION 7. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates or opinions, are needed to effect any of the transactions referenced in this Resolution, the Loan Agreement or the 2016 Notes, and the security therefore the Mayor, the City Clerk, the City Manager, the City's Finance Director, the City Attorney and the City's Bond Counsel are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 8. PAYING AGENT AND REGISTRAR. The City hereby accepts the duties to serve as registrar and paying agent for the 2016 Notes.

SECTION 9. LIMITED OBLIGATION. The obligation of the City to repay amounts under the Loan Agreement and the 2016 Notes are limited and special obligations, payable solely from the sources and in the manner set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City.

SECTION 10. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement, or the 2016 Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, the 2016 Notes or the Loan Agreement, but this Resolution, the Loan Agreement, and the 2016 Notes shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2016 Notes shall be issued and Loan Agreement shall be executed and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of November, 2016.

CITY OF FORT PIERCE, FLORIDA

ATTEST:

By _____
Linda Cox, City Clerk

By: _____
Linda Hudson, Mayor

(CITY SEAL)

APPROVED AS TO THE FORM
AND CORRECTNESS

James M. Messer, City Attorney

LOAN AGREEMENT

Dated as of December 1, 2016

By and Between

CITY OF FORT PIERCE, FLORIDA
(the “City”)

and

CAPITAL ONE PUBLIC FUNDING, LLC
(the “Lender”)

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LOAN AGREEMENT

THIS LOAN AGREEMENT (this “Agreement”), made and entered into this 1st day of December, 2016, by and between the **CITY OF FORT PIERCE, FLORIDA** (the “City”), a municipal corporation of the State of Florida, and **CAPITAL ONE PUBLIC FUNDING, LLC**, a New York limited liability company authorized to do business in the State of Florida, including making the Loan described herein (the “Lender”).

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, *Florida Statutes* and as to the 2016A Note as described below Chapter 159, Part VII, Florida Statutes and other applicable provisions of Florida law (all of the foregoing, collectively, the “Act”), and Resolution No. _____ duly adopted by the City on November 21, 2016, is authorized to borrow money, and more particularly issue the 2016 Notes described below for the City’s public purpose; and

WHEREAS, in response to requests of certain financial institutions by the City regarding an intended borrowing to (i) to repay with proceeds of the 2016A Note the \$1,250,000 owed the Fort Pierce Utilities Authority; (ii) to with proceeds of the 2016B Note acquire land for public parking and (iii) with the proceeds of the 2016C Note to purchase radios and related equipment for use by the City’s Emergency Services Employees, the Lender submitted its Term Sheet, dated October 26, 2016 to the City (the “Commitment”); and

WHEREAS, the City has accepted the Commitment and the Lender is willing to purchase the 2016 Notes, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

“Act” shall have the meaning assigned to that term in the recitals hereof.

“Agreement” shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“Bond Counsel” shall mean, Akerman LLP, Orlando, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the City to render an opinion on such matters with regard to the 2016 Notes.

“Bond Service Requirement” shall mean, for any Fiscal Year, the amount of principal of or amortization installments and interest due on Debt (as defined in Section 4.06 hereof) for such Fiscal Year, except to the extent that any such Bond Service Requirement shall have been provided for out of Debt proceeds.

“Business Day” shall mean any day other than a Saturday, a Sunday, or a day on which the office of the Lender at which payments on the Note are due is lawfully closed.

“City” shall mean the City of Fort Pierce, Florida, a municipal corporation.

“City Clerk” shall mean the City Clerk of the City and such other person as may be duly authorized to act on his or her behalf.

“City Manager” shall mean the City Manager of the City and such other person as may be duly authorized to act on his or her behalf.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

“Debt Service” means principal and interest, and other debt-related costs, due in connection with the Note.

“Default Rate” shall mean five percent (5%) per annum calculated on the basis of a 360-day year of 12, 30 day months provided such rate shall not exceed the highest rate of interest allowed by applicable law.

“Determination of Taxability” shall mean, with respect to the 2016B Note and/or 2016C Note, any determination, decision or decree by the Commissioner or any District Director of the Internal Revenue Service, as such officers are identified by the Code, or any court of competent jurisdiction that the interest payable under the Note is includable in the gross income (as defined in Section 61 of the Code) of the Holder.

“Event of Default” shall mean an Event of Default as defined in Section 5.01 of this Agreement.

“Final Maturity Date” shall mean the date on which all principal and all unpaid interest accrued on the applicable 2016 Note shall be due and payable in full, which date shall be, if not sooner due to acceleration or prepayment, _____, 2026 for the 2016A Note, _____, 2031 for the 2016B Note and _____1, 2023 for the 2016C Note.

“Fiscal Year” shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the City may designate as its “fiscal year” as permitted by law.

“Lender” shall mean Capital One Public Funding, LLC, a New York limited liability company and its successors and assigns.

“Loan” shall refer to an amount equal to the outstanding principal of the 2016 Notes, together with unpaid interest which has accrued.

“Maximum Bond Service Requirement” shall mean, as of any particular date of calculation, the greatest amount of aggregate Bond Service Requirement for the then current or any future Fiscal Year, except that with respect to any Debt for which amortization installments have been established, the amount of principal coming due on the final maturity date with respect to such Debt shall be reduced by the aggregate principal amount of such Debt that are to be redeemed from amortization installments which were to be made in, prior Fiscal Years.

“Non-Ad Valorem Revenues” shall mean all legally available funds of the City derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments due on the 2016 Notes, but only after the satisfaction of the funding requirement for obligations having an express lien or a pledge of such revenues and after provision has been made by the City for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

“2016 Notes” shall mean collectively the 2016A Note, the 2016B Note and the 2016C Note issued by the City under this Agreement and the Resolution.

"2016A Note" shall mean the City of Fort Pierce, Florida Taxable Capital Improvement Revenue Note, Series 2016A issued by the City under this Agreement and the Resolution.

"2016B Note" shall mean the City of Fort Pierce, Florida Capital Improvement Revenue Note, Series 2016B issued by the City under this Agreement and the Resolution.

"2016C Note" shall mean the City of Fort Pierce, Florida Capital Improvement Revenue Note, Series 2016C issued by the City under this Agreement and the Resolution.

“2016A Note Rate” shall mean the rate of interest to be borne by the 2016A Note which shall be a fixed rate equal to 4.25% per annum calculated on the basis of a 360-day year of 12, 30-day months, subject to adjustment as provided herein.

"2016B Note Rate" shall mean the rate of interest to be borne by the 2016B Note which shall be a fixed rate equal to 3.09% per annum calculated on the basis of a 360-day year of 12, 30-day months, subject to adjustment as provided herein.

"2016C Note Rate" shall mean the rate of interest to be borne by the 2016C Note which shall be a fixed rate equal to 2.35% per annum calculated on the basis of a 360-day year of 12, 30-day months, subject to adjustment as provided herein.

“Noteholder” or “Holder” or any similar term shall mean the Lender as the holder of the Note and any subsequent registered holder of the Note.

“Payment Date” shall mean each _____ 1 and _____ 1, commencing _____ 1, 2017 until a 2016 Note has been paid in full.

“Pledged Revenues” shall mean (i) Non-Ad Valorem Revenues of the City budgeted and appropriated and deposited in accordance with Section 4.03 hereof and (ii) all funds on deposit in the Debt Service Fund (defined below) and all investment earnings on any such funds.

“Resolution” shall mean Resolution No. _____, duly adopted at a meeting of the City Commission on November 21, 2016, which, among other things, authorized the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Lender as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the 2016 Notes to the Lender. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its properties is bound.

(b) Validity, Etc. This Agreement, the 2016 Notes and the Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors’ rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No material adverse change in the financial condition of the City has occurred since the audited financial statements of the City for its Fiscal Year ended September 30, 2015.

(d) Powers of City. The City has the legal power and authority to pledge the Pledged Revenues to the repayment of the Loan as described herein.

(e) Authorizations, etc. No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the Note and the related documents, except such as have been obtained, given or accomplished.

(f) No New Debt. Since September 30, 2015, the City has not entered into any direct or contingent bond, debt, lease, instalment purchase or loan obligations other than its Capital Improvement Revenue Refunding Note, Series 2015 and its Stormwater Revenue Refunding Note, Series 2016.

Section 2.02. Representations and Warranties of Lender. The Lender represents and warrants to the City as follows:

The Lender (i) has the power to enter into this Agreement and has duly authorized the execution and delivery hereof (ii) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the 2016 Notes, (iii) has received and reviewed such financial information concerning the Non-Ad Valorem Revenues as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iv) is purchasing the 2016 Notes as an investment for its own loan account and not with a current view toward resale to the public.

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, the Lender shall make available to the City the Loan in the principal amount of _____ Dollars (\$_____) evidenced by the 2016A Note in the principal amount of \$_____, its 2016B Note in the principal amount of \$_____ and the 2016C Note in the principal amount of \$_____. The proceeds available under the 2016 Notes and this Agreement shall be used solely to accomplish the purposes set forth in the _____ hereto and to pay costs of issuing the 2016 Notes.

Section 3.02. The 2016 Notes. Each 2016 Notes shall be substantially in the form set forth as Exhibit A to this Agreement.

(a) Interest. The 2016A Note shall bear interest at the 2016A Note Rate, the 2016B Note shall bear interest at the 2016B Note Rate and the 2016C Note will bear interest at the 2016C Note Rate. Interest on all 2016 Notes shall be computed on the basis of a 360 day year of 12, 30 day months.

(b) Prepayments. The 2016A Notes shall be subject to prepayment at the option of the City, in whole but not in part on any Payment Date on or after _____ 1, 2021, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid,

plus accrued interest to the prepayment date. The 2016B Note shall be subject to prepayment at the option of the City, in whole but not in part on any Payment Date on or after _____ 1, 2024, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. The 2016C Note shall be subject to prepayment at the option of the City, in whole but not in part on any Payment Date on or after _____ 1, 2020, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. Any prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Noteholder not less than thirty (30) days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Lender, and finally to principal.

Interest on each 2016 Note is payable on each Payment Date commencing _____ 1, 2017 as set forth in each 2016 Note. Principal on each 2016 Note is payable on each _____ 1 commencing _____ 1, 2017 for the 2016A Note and the 2016C Note and commencing _____ 1, 2024 for the 2016B Note.

Section 3.03. Adjustments to 2016B and 2016C Notes Rate. The 2016B Note Rate and the 2016C Note Rate shall be subject to adjustment as hereinafter described and as provided in the 2016 Notes.

In the event of a Determination of Taxability, such 2016 Notes Rate shall be adjusted to cause the yield on the applicable 2016 Note to equal what the yield on such 2016 Note would have been absent such Determination of Taxability (the “Taxable Rate”) effective retroactively to the effective date of such Determination of Taxability. Within thirty (30) days of a Determination of Taxability, the City agrees to pay to the Noteholder subject to such Determination of Taxability the Additional Amount (as defined herein). “Additional Amount” means (i) the difference between (a) interest on such 2016 Note for the period commencing on the date on which the interest on such 2016 Note (or portion thereof) loses its “tax-exempt” status and ending on the earlier of the date such 2016 Note ceases to be outstanding or such adjustment is no longer applicable to such 2016 Note (the “Taxable Period”) at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on such 2016 Note for the Taxable Period under the provisions of such 2016 Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Noteholder to the Internal Revenue Service by reason of such Determination of Taxability.

A 2016 Noteholder shall promptly notify the City in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The 2016 Noteholder shall certify to the City in writing the Additional Amount, if any, due to such Noteholder as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto the contrary, in no event shall the interest rate on a 2016 Notes exceed the maximum rate permitted by law.

Section 3.04. Conditions Precedent to Issuance of 2016 Notes. Prior to or simultaneously with the delivery of the 2016 Notes, there shall be filed with the Lender the following, each in form and substance reasonably acceptable to the Lender:

(a) an opinion of counsel to the City substantially to the effect that (i) the Resolution has been duly adopted and this Agreement and the 2016 Notes have been duly authorized, executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the City's execution, delivery and performance of this Agreement and the execution and issuance of the 2016 Notes are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution and delivery of the 2016 Notes has been duly and validly authorized by the City and the 2016 Notes have been duly executed; (iv) the City (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Resolution, to execute and deliver this Agreement and the 2016 Notes, to consummate the transactions contemplated by such instruments; (v) the execution, delivery and performance of the 2016 Notes and this Agreement and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject; (vi) there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or, to the best of such counsel's knowledge, threatened in any court or other tribunal, state or federal (A) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the 2016 Notes, (B) in any way questioning or affecting the validity or enforceability of any provision of this Agreement, the Note, or the Resolution, (C) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the 2016 Notes, or of any provision made or authorized for the payment thereof, or (D) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices; (vii) the City has the legal power to (1) issue the 2016 Notes for the purpose set forth in the recitals hereto and in the Resolution and to pay associated costs of issuance, and (2) grant a lien on the Pledged Revenues as described herein and in the Resolution; (viii) all conditions contained in the ordinances and resolutions of the City precedent to the issuance of the 2016 Notes have been complied with; and (ix) all authorizations, approvals, consents, waivers or other orders of governmental authorities or agencies that are required in connection with the authorization, execution and delivery by the City of the Resolution, the 2016 Notes and this Agreement and all other agreements or documents provided for or contemplated by this Agreement, and the execution, issuance, sale and delivery of the 2016 Notes have been obtained and are in full force and effect and no additional or further approvals, consents, waivers or authorizations of any governmental or public agency or authority not already obtained or currently able to be obtained are required by law or by the City in the performance by the City of its obligations under the 2016 Notes, this Agreement, the Resolution or the contracts and agreements provided for therein or contemplated thereby;

(b) an opinion of Bond Counsel (who may rely on opinion of counsel to the City), substantially to such effect that such counsel is of the opinion that: (i) this Loan Agreement constitutes a valid and binding obligation of the City enforceable upon the City in accordance

with its terms; (ii) the 2016 Notes are valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided for therein and in this Loan Agreement; (iii) assuming compliance by the City with certain covenants relating to requirements contained in the Code, interest on the 2016B Note and 2016C Note are excluded from gross income for purposes of federal income taxation; and (iv) the 2016 Notes are exempt from registration under the Securities Act of 1933, as amended, and the Resolution and this Agreement are exempt from qualification under the Trust Indenture Act of 1939, as amended;

- (c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City;
- (d) the original executed Resolution, 2016 Notes and Agreement; and
- (e) such other documents as the Lender reasonably may request.

When the documents and items mentioned in clauses (a) through (d), inclusive, of this Section shall have been filed with the Lender, and when the 2016 Notes shall have been executed as required by this Agreement, and all conditions of the Resolution have been met, the City shall deliver the 2016 Notes to or upon the order of the Lender upon receipt of the purchase price therefor. Payment of the purchase price of the 2016 Notes by the Lender shall be conclusive evidence that all conditions pursuant to the delivery of the 2016 Notes have been met.

Section 3.05. Registration of Transfer; Assignment of Rights of Lender. The City shall keep at the office of the City Clerk in the City's records the registration of the 2016 Notes and the registration of transfers of the 2016 Notes as provided in this Agreement. The transfer of the 2016 Notes may be registered only upon the books kept for the registration of the 2016 Notes and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Holder or its attorney or legal representative in the form of the assignment set forth on the form of the 2016 Notes attached as Exhibit A to this Agreement. The Holder shall have the right at any time to assign, transfer or convey any 2016 Note or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the City unless and until the Holder has delivered to the City written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Holder or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing herein shall limit the right of the Holder or its assignees to sell or assign participation interests in the 2016 Notes to one or more entities listed in (i) or (ii). In the case of any such registration of transfer, the City shall execute and deliver in exchange such 2016 Note a new 2016 Note of the same series registered in the name of the transferee. In all cases in which the 2016 Notes shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new 2016 Note of the same series in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a 2016 Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The 2016 Notes shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The registration of transfer of any 2016 Notes on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Lender under this Agreement as to such 2016 Note to the transferee. Thereafter, such transferee shall be deemed to be the Lender under this Agreement as to such 2016 Note and shall be bound by all provisions of this Agreement that are binding upon the Lender. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee is bound by the provisions of this Agreement applicable to the Lender and such 2016 Note.

In the event any 2016 Notes is mutilated, lost, stolen, or destroyed, the City shall execute a new 2016 Note(s) of like date, denomination and series as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated 2016 Note, such mutilated 2016 Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed 2016 Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.06. Ownership of the 2016 Notes. The person in whose name the 2016 Notes are registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the 2016 Notes shall be made only to the Holder thereof or such Holder's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the 2016 Notes, and interest thereon, to the extent of the sum or sums so paid.

Section 3.07. Use of Proceeds of 2016 Notes Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the 2016 Notes will be used solely for the purposes set forth in the recitals hereto and pay costs of issuance of the 2016 Notes, and that such use is permitted by the Act and other applicable law.

Section 3.08. Authentication. Until the 2016 Notes shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Agreement. The 2016 Notes shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly adopted by the registrar, and such certificate of the registrar upon the 2016 Notes shall be conclusive evidence that such 2016 Notes have been duly authenticated and delivered under this Agreement.

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the 2016 Notes or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of 2016 Notes.

(a) The City does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the 2016 Notes.

(b) The 2016 Notes will be special obligations of the City secured solely by the Pledged Revenues and payable from the Pledged Revenues as provided in Section 4.03 of this Agreement. The 2016 Notes will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the 2016 Notes and the 2016 Noteholder(s) shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, or the use of any ad valorem tax revenues directly or indirectly to enforce such payment. The 2016 Notes shall not constitute a lien upon any property of the City except upon the Pledged Revenues.

Section 4.03. Covenant to Budget and Appropriate. Until the 2016 Notes are paid or deemed paid pursuant to the provisions of this Agreement, subject to the next paragraph, the City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non Ad-Valorem Revenues of the City in each Fiscal Year and which are lawfully available to pay Debt Service on the 2016 Notes, and to deposit to the Debt Service Fund hereinafter created, from such Non Ad-Valorem Revenues amounts sufficient to pay principal of and interest on the 2016 Notes and other costs and expenses due and payable to the Holder under this Agreement as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such Non-Ad Valorem Revenues shall be in effect until such moneys are budgeted and appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligations of the City to include such amounts in each of its annual budgets and to pay such appropriated amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues nor does it give the Holder of the 2016 Notes a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on notes and other debt instruments). Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted appropriated and deposited as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no Holder of the 2016 Notes nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City or the application of ad valorem revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any

provisions of this Agreement or the 2016 Notes to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Neither this Agreement nor the obligations of the City under the Resolution shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City other than the Pledged Revenues, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes.

There is hereby created and established the “City of Fort Pierce, Florida Capital Improvement Revenue Note, Series 2016 Debt Service Fund,” which fund shall be a trust fund held by the City finance director, which shall be held solely for the benefit of the Holder as provided herein. Non-Ad Valorem Revenues shall be deposited in said Debt Service Fund as provided herein and shall be and constitute a trust fund created for the purposes stated herein, and there is hereby a lien upon accordance with this Agreement. The money in the Debt Service Fund shall be continuously secured until such time as the 2016 Notes are paid in full in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida.

Section 4.04. Tax Covenant. The City covenants to the Holders of the 2016B and 2016C Notes that the City will not make any use of the proceeds of such 2016 Notes at any time during the term of such 2016 Notes which would cause such 2016 Notes to be an “arbitrage bond” within the meaning of the Code. The City further covenants to comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to insure the exclusion of interest on such 2016 Notes from the gross income of the Holders thereof for purposes of federal income taxation.

Section 4.05. Anti-Dilution. During such time as the 2016 Notes are Outstanding, the City agrees and covenants with the Holder that for each Fiscal Year of the City, “Total Revenues” and “Total Other Financing Sources” as indicated on the “Schedule of General Fund Revenues, Expenditures and Changes in Fund Balance” or any successor thereto as set forth in the City’s general purpose financial statements for the General Fund of the City for such Fiscal Year, less any transfers to the City’s General Fund from the City’s solid waste fund, less any amounts received by the City from federal grants and state grants, less any funds utilized for capital leases to which the City is the lessee and less any other grants and any other Non-Ad Valorem Revenues which may not legally be used to pay debt service on the 2016 Notes, plus the Ad Valorem Credit (as hereinafter defined), less the Maximum Bond Service Requirement for such Fiscal Year on Debt secured by and payable from a specific source of Non-Ad Valorem Revenues, not otherwise included in Non-Ad Valorem Revenues (the “Adjusted Revenues”), shall be equal to (i) at least 200% of the Maximum Bond Service Requirement on the 2016 Notes and any other Debt (as defined in Section 4.06 hereof) of the City payable from the City’s covenant to budget and appropriate Non-Ad Valorem Revenues and (ii) 100% of any amounts owed in regard to amounts drawn under any surety bond or similar instrument deposited to a reserve fund issued in regard to the Debt payable from a City covenant to budget and appropriate Non-Ad Valorem Revenues (collectively, the “Policy Costs”). The City agrees to provide the Holder with a certification that the anti-dilution test above has been satisfied and an accompanying calculation not later than 210 days after each Fiscal Year end.

For purposes of the above, Ad Valorem Credit means that percentage of ad valorem taxes received by the City determined by dividing the total of general government and public safety expenditures by total expenditures and other financial uses (as such expenditures are reflected in the City's general purposes financial statements for such Fiscal Year).

Section 4.06. Future Debt Payable From Non-Ad Valorem Revenues. The City covenants that it will not issue any Debt subsequent to the issuance of the 2016 Notes payable from amounts budgeted and appropriated from Non-Ad Valorem Revenues unless an independent auditor shall, prior to the issuance of such Debt, certify to the City that the Adjusted Revenues for the immediately preceding Fiscal Year is equal to (i) at least 200% of the Maximum Bond Service Requirement on all Debt to be outstanding following the issuance of such new Debt and (ii) 100% of any amounts owed for Policy Costs (as defined in various resolutions of the City). No such additional Debt may be issued without the prior written consent of all applicable bond insurers if any Policy Costs are past due and owing.

“Debt” for purpose of the above means as to any date (without duplication) all of the following to the extent that the maturity thereof is longer than one year, it is an obligation of the City payable from the City's covenant to budget and appropriate Non-Ad Valorem Revenues and such Debt is outstanding for purposes of the instruments pursuant to which it was issued: (1) Bonds (as defined in various Resolutions of the City); (2) all obligations of the City for borrowed money evidenced by bonds, debentures, notes or other similar instruments, except as otherwise excluded from the definition of Debt; (3) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; and (4) all indebtedness of other Persons to the extent guaranteed by the City. “Debt” shall not include any obligation of the City payable in whole or in part whereby the City has agreed to pay such obligation from a covenant to budget and appropriate from Non-Ad Valorem Revenues, which agreement is subordinate to such agreement in favor of the Holders of the 2016 Notes and any Debt payable on a parity therewith (“Subordinate Obligations”), provided that the total outstanding principal amount of such Subordinate Obligations does not exceed \$6.5 million and the maturity date of any such Subordinate Obligations is at least eleven (11) years from the date of issuance thereof.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an “Event of Default:”

(a) payment of the principal of any 2016 Note shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on any 2016 Note shall not be made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the 2016 Notes or in this Agreement and such default shall continue for thirty (30) days after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary, in the reasonable judgment of the Holder, to enable the City to diligently complete such curative action; or

(d) any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of the Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the 2016 Notes; or

(e) any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(f) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(g) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(h) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the applicable 2016 Note(s) shall bear interest at the Default Rate and all payments made on such 2016 Note(s) during any such period shall be applied first to interest and then to principal. Acceleration of the payments due on the 2016 Notes and any other payments due hereunder shall not be a remedy. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either

for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under this Agreement, provided, the Holder shall never have the right to compel the exercise of the ad valorem taxing power of the City or the taxation in any form of any property to pay the 2016 Notes or the interest thereon.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, a Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of the 2016 Notes then unpaid, at the Default Rate, together with any and all costs and expenses of collection and of all proceedings hereunder and under the 2016 Notes (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from only the Pledged Revenues, without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in the 2016 Notes, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but only from the Pledged Revenues) in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the

successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the 2016 Notes and all other sums payable to the Holder hereunder have been paid in full.

Section 6.03. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Noteholder.

Section 6.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Lender, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Fort Pierce, Florida
100 North U.S. 1
Fort Pierce, FL 34950
Attention: City Manager

With a copy to:

James Messer, Esquire
City Attorney
100 North U.S. 1
Fort Pierce, FL 32778

(b) As to the Lender:

Capital One Public Funding, LLC
275 Broadhollow Road
Melville, NY 11747
Attention: President

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or

equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the 2016 Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the 2016 Notes, but this Agreement, any amendment or supplement hereto and the 2016 Notes shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the 2016 Notes or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the 2016 Notes or the date fixed for prepayment of the 2016 Notes shall be other than a Business Day, then payment of such interest or principal shall be made on the next succeeding day on which the Lender is open for business with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the 2016 Notes, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the 2016 Notes or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Arbitration. IN THE EVENT ANY DISPUTE SHOULD ARISE UNDER THIS AGREEMENT OR ANY OTHER ASPECT OF THE TRANSACTION REFLECTED IN THIS AGREEMENT BETWEEN THE HOLDER AND THE CITY, WHETHER OR NOT SPECIFICALLY RELATING TO THIS AGREEMENT, SAID DISPUTE WILL BE RESOLVED THROUGH BINDING ARBITRATION IN ST. LUCIE COUNTY, FLORIDA, IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

Section 6.12. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibit hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

*[Signature Page for LOAN AGREEMENT
dated as of December 1, 2016 between
the City of Fort Pierce, Florida and Capital One Public Funding, LLC]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF FORT PIERCE, FLORIDA

[SEAL]

ATTEST:

By: _____
Mayor

City Clerk

Approved As To Form and Correctness:

**CAPITAL ONE PUBLIC FUNDING,
LLC**

City Attorney

By: _____
Title: Vice President

EXHIBIT A

FORM OF NOTE

**CITY OF FORT PIERCE, FLORIDA
[(TAXABLE)] CAPITAL IMPROVEMENT REVENUE NOTE,
SERIES 2016 [A/B/C]**

<u>Principal Sum</u>	<u>Maturity Date</u>	<u>Note Rate</u>	<u>Date of Issuance</u>
\$ _____	_____ 1, 2032	____%	_____, 2016

The CITY OF FORT PIERCE, FLORIDA (the “City”), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of CAPITAL ONE PUBLIC FUNDING, LLC, a New York limited liability company or its assigns (the “Holder”), at 275 Broadhollow Road, Melville, NY 11747, Attention: President or at such other place as the Holder may from time to time designate in writing, the Principal Sum stated above on the Maturity Date and to pay (but only out of the sources hereinafter mentioned) principal in the amounts and on the dates set forth on **Schedule I** attached hereto, commencing on _____ 1, _____, and to pay interest on the outstanding principal amount until payment of said principal sum has been made or provided for, at the Notes Rate shown above calculated on the basis of a 360-day year of 12, 30-day months. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as the Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

The Notes Rate may be adjusted in accordance with Sections 3.03 and 5.02 of that certain Loan Agreement by and between the Holder and the City, dated as of December 1, 2016 (the “Agreement”). Such adjustments may be retroactive.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This 2016 [A/B/C] Note may be prepaid by the City in whole, but not in part, on any Payment Date on or after _____ 1, _____, as provided in the Agreement from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. Prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Holder not less than thirty (30) days prior to the specified prepayment date. Any prepayments shall be applied as provided in Section 3.02(c) of the Agreement.

This 2016 Note is authorized to be issued in the original principal amount under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes [Chapter 159, Part VII, Florida Statutes]

and other applicable provisions of Florida law and the City's Resolution No. _____ duly adopted on November 21, 2016 (the "Resolution"), and is subject to all terms and conditions of the Agreement and the Resolution.

Notwithstanding any provision in this 2016 Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this 2016 Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonsurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein. This 2016 Note may be transferred only as provided in the Agreement.

The Holder of this 2016 Note shall have the right at any time to assign, transfer or convey this 2016 Note or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the City unless and until the Holder has delivered to the City written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Holder or (ii) banks, insurance companies or similar financial institutions or their affiliates. Nothing herein shall limit the right of the Holder of this 2016 Note or its assignees to sell or assign participation interests in this 2016 Note to one or more entities listed in (i) or (ii).

THIS 2016 NOTE, WHEN DELIVERED BY THE CITY PURSUANT TO THE TERMS OF THE AGREEMENT AND THE RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES, AS PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY, OR TAXATION IN ANY FORM OF ANY PROPERTY TO PAY THIS 2016 NOTE OR THE INTEREST THEREON.

The City hereby waives presentment, demand, protest and notice of dishonor. This 2016 Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments, acceleration, and other matters.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this 2016 Note to be signed by its Mayor, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by Deputy City Clerk of the City, either manually or with facsimile signature, and this 2016 Note is to be dated the Date of Issuance set forth above.

CITY OF FORT PIERCE, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This 2016 Note is being delivered pursuant to the within mentioned Agreement.

CITY OF FORT PIERCE, FLORIDA,
as Registrar

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within 2016 Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within 2016 Notes on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder: _____

By: _____

SCHEDULE I

[To be Provided]

<u>DATE</u>	<u>PRINCIPAL</u>
	\$

City Commission Regular Meeting

Agenda Item # 13. c.

Meeting Date: 11/21/2016

Re: Humane Society - 2017 Contract

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

SUBJECT:

Discussion and decision on reconsideration of the approval of the FY 2017 Humane Society Contract in the amount of \$130,000.00.

SUMMARY:

At the November 7, 2016 meeting, the annual contract with the Humane Society was approved. Subsequently, there was a question about impound fees that was not accurately answered by staff, thus causing Commissioner Sessions to inquire about reconsideration of approval.

RECOMMENDATION:

The City Commission must approve a Motion for Reconsideration of the contract if that is the will of the Board.

ALTERNATIVES:

Take no action and the contract remains approved as submitted.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: Yes
Fiscal Year: 2017
Account: 34-91
Amount: \$130,000

OTHER INFORMATION:

\$130,000 from the General Fund. This is a budgeted item.

Attachments

Contract

Form Review

Inbox

City Manager

Finance Department

City Manager

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 11/15/2016

Reviewed By

Jennifer Robinson

Johnna Morris

Nick Mimms

Nick Mimms

Date

10/27/2016 08:44 AM

11/01/2016 02:53 PM

11/02/2016 05:43 PM

11/14/2016 02:08 PM

Started On: 10/26/2016 12:43 PM

AGREEMENT

THIS AGREEMENT made this 7th day of November 2016, between the City of Fort Pierce, a municipal corporation, hereinafter referred to as “City”, and the Humane Society of St. Lucie County, Inc., hereinafter referred to as “The Humane Society”, enter into the following agreement for the purpose of the City providing reimbursement to The Humane Society for animals from within City’s municipal boundaries, brought to The Humane Society as lost, abandoned, or neglected animals.

WHEREAS the City, through operation of its Animal Control Division and the enforcement of state and local laws regulating animal control and in protection of the health, safety, and welfare of the citizens of the City of Fort Pierce, takes into custody and impounds animals; and

WHEREAS The Humane Society has the ability to provide facilities for the impoundment and the provision of other services to the City’s Animal Control Division, as well as to the citizens of the City of Fort Pierce; and

WHEREAS the parties agree to mutually cooperate for the purpose of controlling animals with the corporate limits of the City of Fort Pierce,

NOW THEREFORE, in consideration of the mutual benefits received by each party, the City and The Humane Society agree as follows:

1. The Humane Society shall be a provider of shelter, board, and care for domestic animals picked up within the City’s corporate limits or received from the citizens of the incorporated areas of the City and delivered to the Humane Society by either the City’s Animal Control Division or any citizen of the incorporated area of the City, until the animal is either returned to its owner, adopted, or otherwise disposed of at the discretion of the Humane Society and in accordance with state and local law. Delivery of any animal pursuant to this agreement shall be made to Humane Society’s shelters at 100 Savannah Road, Fort Pierce, Florida or 8890 NW Glades Cut Off Road, Port St. Lucie, FL 34986. The Humane Society shall further provide quarantine for all animals which have been involved in a biting incident.
2. The Humane Society shall, at its discretion, provide appropriate medical care and preventative vaccinations whenever possible, to animals delivered to its shelter by the City’s Animal Control Division or by any citizen of the incorporated areas of the City.
3. The Humane Society shall treat, whenever possible, flea and tick infestation of outer extremities of animals delivered to its shelter by City’s Animal Control Division or by any citizen of the incorporated areas of the City.
4. The Humane Society agrees to comply with all local, state and federal laws, rules and regulations.
5. The Humane Society shall allow unannounced inspections of the facility by the City Manager, Animal Control Manager and Animal Control Officers to ensure that all animals under its care are being treated humanely and receiving the appropriate medical care as

outlined in items #2 and #3 of this section as well as in accordance with State Statutes regarding Animal Care and Control.

6. The Humane Society shall provide the City with a monthly record of all animals delivered to their shelter by City's Animal Control Division or any citizen of the incorporated area of the City, including the names and addresses of citizens who drop off animals and the owners to whom animals are returned. The City will not be responsible for any animal that is dropped anonymously at the shelter. The monthly reports shall be produced by the Humane Society and delivered to the City on or before the fifth day of the month following the month for which the report is prepared.
7. The term of this agreement shall take effect on the date fully executed by the parties whichever and shall be retroactive to October 1, 2016 and shall continue through and including September 30, 2017, and will automatically renew for an additional 12 months, unless otherwise terminated as provided in this agreement.
8. For and in consideration for the shelter services performed by the Humane Society in accordance with this Agreement, the City of Fort Pierce shall compensate the Humane Society in the lump sum amount of \$130,000.00. Payment shall be due thirty (30) days following the execution of this Agreement by both parties.
 - a. The agreed upon annual fee shall cover the impoundment of up to 1,000 animals as shown by the monthly records required in item #6 herein.
 - b. Kitten and puppy litters without their dam will be impounded as a single animal. Litters with their dam shall be counted as two (2) animals. For purposes of this section, a kitten or puppy shall be any young animal approximately 8 weeks old or younger.
 - c. If the number of impounds exceeds 1,000 animals verified by the reports required in item #6 as being a City animal, the City will be billed at a rate of \$130.00 per animal.
9. In the event an animal is impounded by City Animal Control Officers due to animal abuse and the City exercises its discretion to pursue charges relating to such abuse, the City agrees to file the necessary paperwork with the Clerk of Court to obtain custody of such animals. The City will pay the following:
 - a. \$5.00 per day per animal until a final determination is made by the court.
 - b. If needed to ensure the safety of both the staff and other animals impounded at the Humane Society, within thirty (30) days of impound, the City will pay \$10.00 per animal for the necessary vaccinations, including rabies and bordetella.
 - c. If the City is granted custody of the animal(s) by the court and the Humane Society deems the animals to be adoptable, the City will provide a free voucher to cover the costs of the animal to be spayed or neutered.

10. The Humane Society shall not release an animal impounded under this agreement until the following conditions have been met:
 - a. The owner has paid a fee of \$80.00 payable to the City of Fort Pierce, covering the fees and costs the City is charged by the Humane Society, in accordance with Section 4-76 (a) of the City Code.
 - b. The owner has paid an impoundment fee of \$50.00 payable to the City of Fort Pierce, in addition to any other cost charged by the Humane Society, in accordance with Section 4-76 (b) of the City Code.
 - c. The owner of any dog or cat provides or acquires through the Humane Society proof of current and valid rabies vaccination and proof of registration as required by City Code 4-50.
11. If during the term of this agreement, there is an unexpected increase in The Humane Society's operating expense of such magnitude to cause a material and adverse financial burden upon them, The Humane Society shall provide proof of such increase to the City Commission, and upon mutual agreement by both parties, the annual fee may be adjusted accordingly, and if a mutual agreement cannot be reached within sixty (60) days for the date first proposed to the City Commission, The Humane Society shall have the right to exercise its option to terminate this agreement as provided herein, without penalty.
12. The Humane Society shall maintain all relevant books, documents, papers, and records involving transactions related to the monies paid hereunder as well as the records of all animals delivered to the shelter by City's Animal Control Division or any citizen of the incorporated area of the City, including the names and addresses of citizens who drop off animals and the owners to whom animals are returned, for a period of no less than three (3) years from the expenditure of the funds paid under this agreement, or until any requested inspection or audit by the City is completed. The City shall have the right of inspection and access to all such records upon written notice to The Humane Society. The City shall have the right to audit the use of the monies paid hereunder. Should City wish to inspect such records or conduct an audit of monies expended under this agreement, the City shall give The Humane Society ten (10) days written notice.
13. The Humane Society hereby agrees to indemnify and hold harmless the City, its representatives, employees, elected, and appointed officials from and against claims, demands, legal fees, costs of action, losses, damages, or other expenses occasioned by any negligent act, conduct, error, or omission by The Humane Society, its agents and employees in the performance of this agreement. As consideration for this indemnity provision The Humane Society shall be paid a sum of ten dollars (\$10.00).
14. The Humane Society is required to provide the City proof of certain insurance under its 1987 lease of the City's property; however, where such lease provisions conflict with the provisions required herein, the requirements of this Section shall control. The Humane Society shall maintain the following insurance coverage during the term of this Agreement:

A.) Commercial General Liability

The Humane Society shall maintain and, prior to commencement of this contract, provide the City with satisfactory evidence of commercial general liability insurance to include: 1) premises/operations, products/completed operations, (including XCU hazards) and personal and advertising injury for limits of not less than \$1,000,000 per occurrence; 2) fire damage for limits of not less than \$100,000 per occurrence; 3) medical payments for limits not less than \$5,000 per person and 4) a general, per contract/project, aggregate limit of not less and \$2,000,000. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal and include City as an additional insured on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owner, Lessees, or Contractors).

B.) Workers' Compensation and Employers Liability:

The Humane Society shall maintain and, prior to commence of this contract, provide the City with satisfactory 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 and disease. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

C.) Satisfactory evidence of compliance with the insurance required shall include one of the following forms of acceptable evidence of insurance:

- 1)
 - a. Fully completed satisfactory Certificate of Insurance evidencing all coverage required; and
 - b. 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 the inclusion of the City and the City's members, officials, officers, and employees as additional insureds in the Commercial General Liability; and
 - c. A copy of the actual endorsement for each required policy which provides that the City will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insured(s).
- 2) The original of the policy(ies); or
- 3) Other evidence satisfactory to the City.

15. Either party may terminate this agreement with or without cause upon thirty (30) day written notice to the other. In the event of early termination, the Humane Society shall refund the pro rate amount of the lump sum payment provided in Paragraph 8 of this

Agreement to the City of Fort Pierce based upon a 365 day term. Such refund shall be due within thirty (30) days of the effective date of the termination.

16. Any notice shall be in writing and sent registered or certified mail, postage and charges, prepaid, and addressed to the parties as follows:

CITY: Fort Pierce City Manager
P.O. Box 1480
Fort Pierce, Florida 34954

COPY TO: Fort Pierce City Attorney

SOCIETY: Humane Society of St. Lucie County, Inc.
P.O. Box 3661
Fort Pierce, Florida 34948

17. No amendment, modification or waiver of this agreement shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this agreement shall be deemed a waiver of any other conditions or subsequent breach whether of like or different nature. If the City, currently or subsequently, provides any forms for contract modifications, The Humane Society agrees to use said forms. The Humane Society shall not delegate, sublet, or subcontract any part of the work under this contract without the prior written consent of the City.

18. 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, whether verbal or written between the parties hereto.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officers on the ____ day of _____, 2016.

CITY OF FORT PIERCE, FLORIDA

Linda Hudson, Mayor

ATTEST:

Linda W. Cox, City Clerk

Approved as to form and correctness

James M. Messer, Esquire
City Attorney

HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.


BY: 
Stephen Navaretta, President

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

I hereby certify that on this day, before me, an officer duly authorized by the State and County aforesaid, to take acknowledgements, personally appeared **STEPHEN NAVARETTA, PRESIDENT OF THE HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.** who executed the foregoing instrument and produced _____ as identification and who did take an oath.

WITNESS MY HAND AND SEAL in the County and State aforesaid this 19 day of October 2015 2016




Notary Public signature
Kristina A. Becker
Print name

My commission expires: 11/2020

City Commission Regular Meeting

Agenda Item # 13. d.

Meeting Date: 11/21/2016

Re: Submittal of applications for reappointment/appointment to the Historic Preservation Board (two members).

SUBJECT:

Submittal of applications for reappointment/appointment to the Historic Preservation Board

SUMMARY:

Submittal of two (2) applications for reappointment and four (4) applications for appointment to two (2) open member positions on the Historic Preservation Board. The two applicants for reappointment are: Ms. Theuns and Mr. Hayek (the HPB attendance report is attached). The four new applicants are: Ms. Ann Roccon, Ms. Amy Griffin, Ms. Susan Hamburger and Ms. Rebecca Isaac.

RECOMMENDATION:

Staff recommends that the City Commission select two of the applicants, the City Clerk will bring the selected appointees back as a formal Resolution appointing those persons to the Historic Preservation Board.

ALTERNATIVES:

Not make a selection and continue to solicit applications.

RESPONSIBLE STAFF:

Maria Lewicka, Historic Preservation Planner

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

HPB Attendance 2016
Holly Theuns Application
Charles Hayak Application
Ann Roccon Application
Susan Hamburger Application
Amy Griffin Application
Rebecca Isaac Application

Form Review

Inbox

City Manager

Form Started By: Maria Lewicka

Final Approval Date: 11/16/2016

Reviewed By

Nick Mimms

Date

11/16/2016 03:40 PM

Started On: 11/10/2016 12:25 PM

HISTORIC PRESERVATION BOARD ATTENDANCE RECORD 2016

BOARD MEMBERS	1/11/2016	2/22/2016	3/28/2016	4/25/2016	5/23/2016	6/27/2016	7/25/2016	8/22/2016	9/26/2016	10/24/2016	11/28/2016	12/27/2016
GATES, SUNNY (Resigned 2.2016)	E	Resigned										
CULVERHOUSE, BRAD	P	U	E	Declined Re-Appointment								
SAMPSON, PAUL (Chair as of 6/27/16)	P	P	P	P	P	E	P	P	P	E		
HARRIS, PEGGY BROWN	E	P	E	P	E	E	P	P	P	E		
SUZANNE BOARDMAN (Vice-Chair as of 6/27/16)	E	P	P	P	P	P	P	P	E	P		
THEUNS, HOLLY	P	P	P	P	P	P	P	P	P	P		
HAYEK, CHARLIE	P	P	P	P	P	P	P	P	P	P		
SMALL, PATRICK (Alternate #1 as of 10/26/16)	E	P	P	P	E	P	P	P	E	E		
BRODERICK, MICHAEL	P	P	P	P	E	P	P	P	P	P		
OSTEEN, JARED (Regular member as of 10/26/16))				P	P	P	E	P	P	P		
SHERWIN, MARLENE (Alternate #2 as of 7/5/16)							E	P	E	P		

P = PRESENT
E = EXCUSED
U = UNEXCUSED

Active Alternate



CITY OF FORT PIERCE

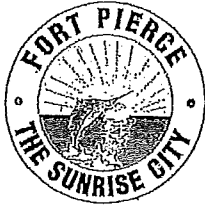
100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Preservation

Name: Holly Theuns		Phone: 772-801-9509
Home Address: 419 N 2 nd St City/Zip Code: Fort Pierce, FL 34950		How long at this address? 10 months
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Executive Director Art Non Profit		
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: Holly Theuns Accessories, 419 N 2 nd St, Fort Pierce, FL 34950. Artist studio.		
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?		
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: Art Mundo, 122 A.E. Backus Ave, Fort Pierce, FL 34950		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): Renovated a 1905 house in Historic Edgartown.		
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Historic Preservation and Board of Examiners of Contractors		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by: Kori Benton		Applicant Email Address: hollytheuns@gmail.com
Date: 10/11/16	Applicant's Signature Holly Theuns	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: HISTORICAL PRESERVATION BOARD

Name: <u>CHARLES HAYEK</u>	Phone: <u>772-828-1080</u>
Home Address: <u>1111 FERNANDINA ST. FT. FL 34949</u>	How long at this address? <u>2 yrs</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>GENERAL CONTRACTOR</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <u>1111 FERNANDINA ST.</u> <u>CONSTRUCTION</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <u>HAYEK CONST.</u> <u>1111 FERNANDINA</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <u>PLANNING HISTORICAL PRESERVATION</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by:	Email Address: <u>CC.HAWK77@AOL.COM</u>
Date: <u>10-10-16</u>	Applicant's Signature:

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office - 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

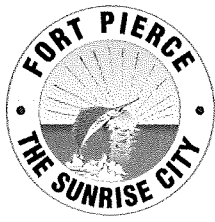
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CITY CLERK'S OFFICE
CITY OF FORT PIERCE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: HISTORIC PRESERVATION BOARD

Name: <u>DR. ANN ROCCON</u>	Phone: <u>(772) 462-7705</u>
Home Address: <u>206 RIVER WALK</u> City/Zip Code: <u>FT. PIERCE 34949</u>	How long at this address? <u>3 YRS</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>PROFESSOR INTERIOR DESIGN</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>INDIAN RIVER STATE COLLEGE</u> <u>3209 VIRGINIA AVE</u>	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: <u>HISTORIC PRESERVATION</u> Describe your education, background, training and knowledge in the above area(s): <u>BD from UF - INTERIOR DESIGN from COLLEGE OF ARCHITECTURE</u> <u>MS from FSU - INTERIOR DESIGN SPECIAL ATTENTION HISTORIC PRESERVATION</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by: <u>Mike Menard</u>	Applicant Email Address: <u>aroccon@irsc.edu</u>
Date: <u>9/14/2016</u>	Applicant's Signature: <u>Ann Roccon</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office - 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Preservation Board

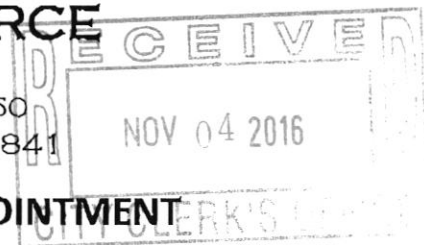
Name: Susan Hamburger	Phone: 772-882-9249
Home Address: 1504 Coronado Avenue, Fort Pierce, FL 34982	How long at this address? 4 years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Retired academic librarian	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): Ph.D. American History (Florida history); M.A. Historical Administration (historic sites preservation specialization); MLS (reference and technical services); B.A. English. Successful National Register of Historic Places nominations in Leon County, Florida. Internship and part-time employment with Historic Tallahassee Preservation Board surveying and writing NR nominations for Leon County quail plantations.	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Treasure Coast newspaper article Email Address: sxh36@psu.edu	
Date: October 26, 2016	Applicant's Signature: <i>Susan Hamburger</i>

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Preservation Board &/or Planning Board &/or Keep Ft. Pierce Beautiful &/or Tree Board

Name: Amy Griffin	Phone: 772-579-1172
Home Address: 1913 York Court City/Zip Code: Ft. Pierce	How long at this address? 3 years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Environmental Resources Director, St. Lucie County	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business: I do not, but my husband owns and operates a law office	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity? I do not, but my husband owns and operates a law office and has and may potentially again do business with the City of Ft. Pierce	
Are you employed by a <u>business</u> that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location: I am employed by St. Lucie County	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: <u>Environmental</u> Describe your education, background, training and knowledge in the above area(s): <u>Policy + Regulations</u> <u>Attached</u>	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: no one	Applicant Email Address: griffina@stlucieco.org

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AMY E. GRIFFIN

1913 York Court Fort Pierce, FL 34950 (772) 579-1172 mottamye@gmail.com

EDUCATION

SUNY College of Environmental Science and Forestry, Syracuse, NY

Bachelor of Science: Environmental and Forest Biology

Bachelor of Science: Resources Management/Forestry

May 1977

Community College of the Finger Lakes, Canandaigua, NY

Associates in Applied Science: Natural Resources Conservation

May 1991

21 additional semester hours, Fall & Spring 1994

NYS Ranger School, Wanakena, NY

Summer 1995

University of Florida, Indian River Research & Ed. Ctr., Ft. Pierce, FL

Ecological Restoration Graduate Certificate Program

9credits completed; 21 credits needed to complete.

2010-2013

EXPERIENCE

Director, Environmental Resources Department, St. Lucie County, FL

2013 - Present

Administrative Assistant, Florida Native Plant Society

2000 – 2004

Regulations Manager, St. Lucie County, FL

1999 – 2013

Urban Forester, Ft. Pierce/Port St. Lucie/St. Lucie County, FL

6/1997 – 3/1999

Intern, South Florida Water Management District, DuPuis Reserve, FL

5/1997 – 6/1997

Agroforestry Technician. U. S. Peace Corps Volunteer, Cameroon, West Africa

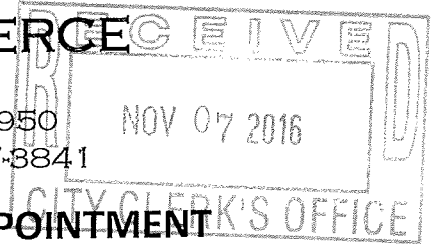
1991 – 1993

References furnished upon request



CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historical Preservation Board

Name: <u>Rebecca Isaac</u>	Phone: <u>772-621-0582</u>
Home Address: <u>227 Grand Club Place, Fort Pierce, FL 34982</u>	How long at this address? <u>2 years, 4 months</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Direct Care Professional</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>I want to start a business that will help the citizens in the city find resources to start them.</u>	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): <u>AA = Journalism / Communication</u> <u>Bilingual: Haitian - create (speak, read, write fluently)</u> <u>Good at typing, organizing, and filing, etc.</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: <u>Peggy Brown Harris</u>	Email Address: <u>rebecca.isaac8@gmail.com</u>
Date: <u>11/7/16</u>	Applicant's Signature: <u>Rebecca Isaac</u>

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