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

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, January 17, 2017 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER** - Reverend Bryan Wenger, Indian River Presbyterian Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from the January 3, 2017 regular meeting.

6. **PROCLAMATIONS**

   a. Celebrate Literacy Week proclamation being received by Kerry Padrick, St. Lucie Public Schools.

   b. Downtown Fort Pierce Farmers' Market 20th Anniversary Proclamation.

   c. Restoring the Village Update from State Representative Larry Lee, Jr.

7. **LETTERS TO COMMISSION**

   a. Email from Chris Hulsey, General Superintendent, All Florida Thin Brick and Stone, Inc. thanking the City Clerk's Office for the prompt and efficient renewal of a business license, and also thanking the Building Department for their expeditious and professional inspection.

   b. Letter from Candace Richards, MS4 Phase II Coordinator, NPDES Stormwater Program, Florida Department of Environmental Program, notifying Jack Andrews, City Engineer that the City has satisfied required elements and commending him for excellent work ensuring water quality.

c. Email from Pete Tesch and Candy Marlow, Economic Development Council of St. Lucie County, commending Kori Benton for his very thoughtful and well delivered presentation at an EDC meeting that provided fantastic, creative visuals as well as a clear message of activity and results.

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 grant award for Ms. Doretha Hair Truesdale, owner of Doretha Hair Highwaymen, LLC in the amount of $2,945 as an eligible recipient under the 2016-2017 CDBG Action Plan - Grant Award for Small Business.

b. Notification of Minor Replat Approval, 2721 & 2725 Oak Alley Drive, Lots 7 & 8, Block 3 of the Oak Alley Subdivision.

11. **PUBLIC HEARINGS**

a. Review and approval for an application for Conditional Use with New Construction and Design Review, submitted by Property Owners, Paul D Mandel and Diane M Perkins, and representative, William P. Stoddard, Ph.D., P.E., are requesting approval of a Conditional Use with New Construction and Design Review for a single family home seaward of the Coastal Construction Control Line (CCCL), at 324 South Ocean Drive in Fort Pierce, Florida. The property is zoned Hutchinson Island Medium Density (R-4A). The Parcel ID is 2401-501-0026-000-3. (Postponed from January 3, 2017 meeting)

b. Ordinance 17-001 Amending Chapter 5, Article II regarding Contractors. SECOND READING

c. Review and approval of an application for Final Plat, submitted by Property Owner(s) Cargill Juice N America Inc. and Applicant, Precast Specialties, LLC. (PCS), to subdivide a 75 acre parcel of land for the Precast Specialties Site Development located at 3798 Selvitz Road, Fort Pierce, FL. The property is zoned Heavy Industrial (I-3) 2432-122-0001-000-5 (75 Acre Segment).

d. Review of a Conditional Use, submitted by Property Owner, Kelly Patricia Golden to establish a Dwelling Rental, offering lodging for less than six months located at 608 S. Ocean Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A) (Parcel ID 2401-503-0008-0007).

e. Ordinance 17-002 Amending Chapter 22-60 - Off-street Parking, creating an exemption and special area standard for the Peacock Arts District. FIRST READING

f. Ordinance No. 17-003 amending City Ordinance Chapter 4 - Animals; Article IV - Impoundment; Section 4-76 - Release of Impounded Animals. FIRST READING

12. **MISCELLANEOUS REPORTS & REQUESTS**

a. Approve transfers of $170,000 to address the Golf Course funding shortage and $156,000 to Sunrise Theatre's shortage.

13. **CITY COMMISSION**

a. Resolution 17-R04 Declaring Lot 13 Lincoln Court as surplus.

b. Resolution 17-R05 authorizing approval of a joint project agreement between the Florida Department of Transportation and the City of Fort Pierce providing for FDOT's participation towards the engineering design for the retrofit of the shell rock trail at the Indian Hills Recreation Area to concrete.

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**

a. Please note that the next meeting of the Fort Pierce City Commission will be held on Monday, February 6, 2017 at 6:30 p.m. in the St. Lucie County Commission Chambers, Roger Poitras Annex, 3rd Floor, St. Lucie County Administration Building, 2300 Virginia Avenue, Fort Pierce, Florida, while we undergo the installation of new equipment. The meeting will not be televised.

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: 01/17/2017

Re:

SUBJECT:

Approval of minutes from the January 3, 2017 regular meeting.

Attachments

01.03.2017

Form Review

Form Started By: Caleta Scott Started On: 12/28/2016 03:23 PM

Final Approval Date: 12/28/2016

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON TUESDAY, JANUARY 3, 2017.

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

2. OPENING PRAYER - DeVoshay Johnson, Information Technology Manager, gave the opening prayer.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Absent: Commissioner Rufus Alexander

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to excuse Commissioner Alexander

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

Passed

5. APPROVAL OF MINUTES

a. Approval of the minutes from the December 19, 2016 regular meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the minutes of the December 19, 2016 regular meeting.

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

Passed

6. **PROCLAMATIONS**

a. Mayor Hudson presented a 2016 SKA National Fishing Tournament Trophy to Dean Kubitschek, Marina Manager.

b. Mayor Hudson issued a proclamation declaring January 6 - 13, 2017 as the Week of Kindness.

7. **LETTERS TO COMMISSION** - Copies of the following letters will be kept on file at the City Clerk's office.

a. Letter from Harold H. Smyth in appreciation of the dedication, hard work and commitment of the crew from the Public Works Department who saved the Christmas Parade.

b. Email from Dan Toback expressing his appreciation for the Code Enforcement staff resolving a lien issue.

c. Email from Tom Perona thanking Gerald Faison, a 20 plus year veteran of the Solid Waste Division, for the exemplification of excellent customer service.

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

Diana Voss - Item 10a
Jordan Gagliardi - Item 12a
Aleshia Johnson - Item 12a
Troy Surloff - Item 12a

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

Mayor Hudson requested to remove item **6c** as it will be announced by press release, to move item **12a** ahead of the Public Hearings and to postpone item **11b** to January 17, which requires a super majority vote, due to Commissioner Alexander's absence.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve agenda as amended.

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

Passed

10. CONSENT AGENDA

a. Request for approval of proposal from Beemats in the amount of $109,440 for the annual harvesting, maintenance and replanting vegetated mats at Moore's Creek and Indian Hills Recreation Area.

b. Reduce code enforcement liens associated with 325 S 13th Street, Ft. Pierce, FL, Parcel ID #2409-424-0003-000-4 previously owned by Dean Bryan, 2730 Devonwood Avenue, Miramar, FL 33025 and currently owned by Jean M. Dantilus, 325 S 13th Street, Ft. Pierce, FL 34950 in the amount of $282.050.00 ($50.00 recording fees) to $1,500.00 payable in 3 months or at closing.

c. Approve Interlocal Agreement with FPUA and St. Lucie County creating a Fra Mar/Wagner MSBU to fund the cost of providing potable water to the neighborhood in unincorporated St. Lucie County.

d. Approval of 2017 City of Fort Pierce Legislative Priorities.

e.

Approve lease to own purchase of six (6) 2017 Mack refuse collection trucks for the Solid Waste Division in an amount not to exceed $328,619.64 annually for a term of five (5) years.

f. Request approval of Change Order No. 2 for Lincoln Park Neighborhood Improvements in the amount of $23,873.12 for compensation of contract line item overruns.

g. Approve emergency replacement of vacuum compressor assembly on Streets Division Vac-Con unit number 26-403 in an amount not to exceed $19,521.20.

Commissioner Johnson requested to pull item **10a.**

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve items **10b, 10c, 10d, 10e, 10f and 10g.**

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

Passed

As to item **10a**, Commissioner Johnson stated that the Beemat program is important to the quality of the Indian River Lagoon and it is a very big effort. The City of Fort Pierce is dedicated to cleaning up the waterways.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item **10a**.

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

Passed

11. PUBLIC HEARINGS

a. Review and approval of an application for Preliminary Plat, submitted by Property Owner(s) Cargill Juice N America Inc. and Applicant, Precast Specialties, LLC. (PCS), to subdivide a 75 acre parcel of land for the Precast Specialties Site Development located at 3798 Selvitz Road, Fort Pierce, FL. The property is zoned Heavy Industrial (I-3) 2432-122-0001-000-5 (75 Acre Segment).

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

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

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

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

Passed

b. Review and approval for an application for Conditional Use with New Construction and Design Review, submitted by Property Owners, Paul D Mandel and Diane M Perkins, and representative, William P. Stoddard, Ph.D., P.E., are requesting approval of a Conditional Use with New Construction and Design Review for a single family home seaward of the Coastal Construction Control Line (CCCL), at 324 South Ocean Drive in Fort Pierce, Florida. The property is zoned Hutchinson Island Medium Density (R-4A). The Parcel ID is 2401-501-0026-000-3.

This item was postponed until the January 17, 2017 regular meeting.

c. Ordinance 16-022 Amending the current Alarm Ordinance. SECOND READING

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

AN ORDINANCE OF THE CITY COMMISSION AMENDING CHAPTER 14, ARTICLE II, ALARM SYSTEMS, OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, BY AMENDING SECTION 14-18 DEFINITIONS TO ADD CERTAIN DEFINITIONS; AMENDING SECTION 14-19 AUTOMATIC DIALING DEVICE; INTERCONNECTING TO TRUNKLINES TO PROVIDE FOR ISSUANCE OF CEASE AND DESIST ORDERS NOTICES; AMENDING SECTION 14-23 ALARM PERMIT-REQUIRED TO PROVIDE FOR THIRD PARTY ADMINISTRTATOR TO ADMINISTER THE PERMIT PROCESS AND AMENDING THE PERMIT TERM TO ONE YEAR AND IDENTIFYING ALARM SYSTEM INFORMATION AS EXEMPT UNDER FLORIDA LAW; AMENDING SECTION 14 -24 EXCESSIVE FALSE ALARM SIGNALS TO REQUIRE EXISTING SYSTEMS TO COME INTO COMPLIANCE, TO ESABLISH INSTALLATION REQUIREMENTS AND DUTIES OF ALARM OWNERS AND ALARM COMPANIES; AMENDING SECTION 14- 25 FALSE ALARM SERVICE CHARGE TO PROVIDE FOR REVISED AND SEPARATE SERVICE CHARGE SCHEDULES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES, ESTABLISHING PROCEDURE FOR DETERMINATION OF FALSE ALARM AND NOTICE TO ALARM USER AND/OR RECORD TITLE OWNER, REQUIRING THAT ALL ALARMS BE REPORTED, AMENDING THE APPEAL PROCESS TO INCLUDE HEARING OF APPEALS BY SPECIAL MAGISTRATE; AMENDING SECTION 14- 26 PENALTIES CHANGING CITY ENFORCEMENT TO THE SPECIAL MAGISTRATE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Passed

d. Ordinance 16- 025 Adopting the International Property Maintenance Code (IPMC) as the Fort Pierce Housing Code and Property Maintenance Code with local amendments. SECOND READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS, ARTICLE III (BUILDING NUMBERING), SEC. 5-66 BY AMENDING PENALTIES FOR THIS ARTICLE; AMENDING SEC. 5-73 TO CLARIFY REQUIREMENTS FOR ASSIGNMENT, PROCUREMENT AND INSTALLATION OF HOUSE NUMBERS; REPEALING ARTICLE XII (HOUSING CODE), SEC. 5-350 TO 5-352; AMENDING ARTICLE XIII (PROPERTY MAINTENANCE), SEC. 5-361 TO INCORPORATE THE HOUSING CODE; AMENDING, SEC. 5-364 PROVIDING FOR THE ADOPTION OF THE INTERNATIONAL PROPERTY

MAINTENANCE CODE; AMENDING SEC. 5-365 REPEALING BUILDING SURVEYS ADDING LANGUAGE TO CONFORM WITH AND ADOPT SPECIFIC PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING SEC. 5-366 CLARIFYING DUTIES OF EMPLOYEES; AMENDING SEC. 5-367 BY REPEALING DUTY OF THE OWNER AND OCCUPANT AND PROVIDING FOR REQUIREMENTS OF VACANT BUILDINGS; AMENDING SEC. 5-368 BY REPEALING MAINTENANCE OF BUILDINGS AND STRUCTURES AND PROVIDING FOR REQUIREMENTS FOR OCCUPANCY OF UNITS; AMENDING SEC. 5-369 BY REPEALING REQUIREMENTS OF VACANT BUILDINGS; AMENDING SEC. 5-371 REPEALING EXTERIOR AREAS AND PROVIDING FOR ENFORCEMENT OF THIS ARTICLE; AMENDING SEC. 5-372 REPEALING REQUIREMENTS FOR REPLACEMENT OF STORE FRONTS AND PROVIDING PROVISIONS FOR VIOLATIONS RELATED TO ACTS OR OMISSIONS BY TENANTS; AMENDING SEC. 5-373 REPEALING OCCUPANCY OF VACANT UNITS; AMENDING SEC. 5-374 REPEALING ENFORCEMENT OF THIS ARTICLE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve item **11d.**

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

Passed

e. Ordinance 17-001 Amending Chapter 5, Article II regarding Contractors FIRST READING

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

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE II (CONTRACTORS), OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, BY AMENDING SECTION 5-16 (DEFINITIONS) TO DELETE CERTAIN DEFINITIONS AND CREATE CERTAIN DEFINITIONS; AMENDING SECTION 5-17 (VIOLATIONS) TO CLARIFY THE BUSINESS ENTITY SUBJECT TO PENALTIES; AMENDING SECTION 5-18 (EXCEPTIONS) TO CHANGE TITLE AND CLARIFY PARTIES AND ACTIVITIES EXEMPT FROM CHAPTER 5, ARTICLE II; AMENDING SECTION 5-19 (BOARD OF EXAMINERS- MEMBERS; OFFICERS GENERALLY; MEETINGS; RULES) TO CHANGE TITLE AND REFERENCE TO BOARD; AMENDING SECTION 5- 32 (CERTIFICATE OF COMPETENCY- MANNER OF OBTAINING) TO CLARIFY MANNER OF OBTAINING CERTIFICATE OF COMPETENCY AND REVISE APPLICATION FEE; AMENDING SECTION 5-33 (INVESTIGATION OF APPLICANTS) TO CLARIFY FINDINGS REQUIRED TO ISSUE CERTIFICATE OF COMPETENCY; AMENDING SECTION 5-35 (EXPIRATION; RENEWAL; CERTIFICATE OF COMPETENCY) TO CLARIFY PROCESS OF RENEWING CERTIFICATE OF COMPETENCY AND PROVIDE FOR EXPIRATION OF INACTIVE COMPETENCY CARDS; AMENDING SECTION 5-36 (FEES) TO REVISE FEE SCHEDULE FOR CERTIFICATES OF COMPETENCY, SERVICE USERS AND LETTERS OF RECIPROCITY; AMENDING SECTION 5-37 (STATE CERTIFIED CONTRACTORS) TO PROVIDE FOR A BUSINESS TAX RECEIPT; AMENDING SECTION 5-48 (RECIPROCITY) TO PROVIDE FOR THE DIRECTOR OF BUILDING AND COMMUNITY RESPONSE TO ISSUE CERTIFICATES OF COMPETENCY BASED ON RECIPROCITY; AMENDING SECTION 5-51 (DISCIPLINARY PROCEDURES) TO CLARIFY CONTRACTORS AGAINST WHOM CHARGES MAY BE FILED; AMENDING SECTION 5-52 (GROUNDS FOR REVOCATION OR SUSPENSION) TO CLARIFY ACTS INVOLVING

BUSINESS ENTITY; AMENDING SECTION 5-53 (UNLICENSED CONTRACTORS; PROHIBITIONS; PENALTIES AND ENFORCEMENT) TO CHANGE TITLE, CLARIFY UNLAWFUL ACTS, ADD AN UNLAWFUL ACT, REVISE MAXIMUM CIVIL PENALTY, CLARIFY PROCESS OF APPEALING CITATION, AND REVISE SCHEDULE OF PENALTIES ASSESSED BY ENFORCEMENT OFFICER; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Paul Thomas, Interim Building Official, stated that this will clean up of the current ordinance and streamline the contractor licensing process in an effort to being more business friendly. Shaun Coss, Building Investigator, gave a summary of the changes by section.

Commissioner Johnson requested clarification of a few definitions.

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

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve item **11e**.

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

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

a. Presentation of an update on the Restoring the Village Youth Initiative by Shaniek Maynard, Executive Director, Roundtable of St. Lucie County. **This item took place before Public Hearings.**

Shaniek Maynard gave a presentation on an update on highlighting the Restoring the Village Youth Initiative including the comprehensive gang assessment report. Monica Jakobson,Project Coordinator, spoke about the programs and opportunities created within the program.

Commission discussion included scare tactic-type programs geared towards the youth, excitement about the Youth Council, as well as community collaboration and resources.

b. Wastewater treatment plant relocation activities update.

Nicholas Mimms, City Manager, gave a brief update on the WRAC Committee progress. He discussed the County and FPUA partnership to evaluate the regionalization of utilities, reverter clause research and the financial contribution required by the state. Commission discussion included sticking to a feasible realistic vision and not being discouraged.

c. Monthly Financial Report for the Month Ending November 30, 2016.

Johnna Morris, Finance Director, gave a presentation and was available for questions. All funds are positive with the exception of the Golf Course.

13. CITY COMMISSION

a. Resolution 17-R01: A resolution of the City Commission of the City of Fort Pierce, Florida, establishing the Peacock Arts District, providing for an effective date.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE PEACOCK ARTS DISTRICT, PROVIDING FOR AN EFFECTIVE DATE.

Kori Benton, Senior Planner, gave a brief presentation and was available for questions. This is the advancement to approve the naming, boundaries and reorganization.

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

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

Passed

b. Resolution 17-R02 approving the Mayor's reappointment of Linda Cutler to the Housing Authority Board.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE MAYOR'S REAPPOINTMENT OF LINDA CUTLER AS A COMMISSIONER OF THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

Passed

c. Selection of Mayor Pro Tem, pursuant to Section 23 of the City Charter which requires the city commissioners to shall select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to appoint Commissioner Sessions as Mayor Pro Tem.

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

Passed

14. COMMENTS FROM THE PUBLIC

Annette Brown
Mario Wilcox
Charles Gannon
Angelo Oterro

Kenneth Jackson

15. COMMENTS FROM THE CITY MANAGER

a. City Manager's Report

Nicholas Mimms, City Manager, stated that the Commission will be busy in January; Legislative Priorities, Strategic Planning, MLK parade and the conclusion of the City of Lights contest.

16. COMMENTS FROM THE COMMISSION

Commissioner Johnson announced C.A. Moore Volunteer opportunities and discussed an issue that was quickly resolved by the Building Department.

Commissioner Sessions commended the Police Department for their efforts in the NW section. He inquired about an option to reconsider the vendor issue.

Commissioner Perona thanked staff for doing a great job for presenting our community during the holidays. He is not in favor of mobile vendors and would like to keep up with the issue, There is a lot of South Beach activity, which brings parking/transportation concerns and now there are golf carts on the street; we need to address the situation with education and determining what is allowable.

Mayor Hudson appreciates the guests who stayed late to Commission meeting and gave positive comments.

17. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 9:06 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 01/17/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Celebrate Literacy Week proclamation being received by Kerry Padrick, St. Lucie Public Schools.

Attachments

Celebrate Literacy Week

Form Review

Form Started By: Caleta Scott Started On: 01/10/2017 01:30 PM

Final Approval Date: 01/10/2017

WHEREAS, St. Lucie Public Schools has the goal of helping every student in the K-12 system to read at or above grade level and making literacy the priority for every student; and

WHEREAS, a supportive literacy culture of our schools will enable students to be successful in the 21st century from pre-kindergarten to postsecondary by raising expectations of teachers and students; and

WHEREAS, involvement in literacy programs and projects is increased through school and community awareness of such programs; and

WHEREAS, promoting the enjoyment of reading for all ages, children to adults, increases literacy rates; and

WHEREAS, parents, families, neighbors, and mentors play a crucial role in helping children learn to read; and

WHEREAS, Just Read, Florida!, is a comprehensive, coordinated reading initiative aimed at helping students become successful, independent readers; and

WHEREAS, the Florida Department of Education's mission is to increase the proficiency of all students within one seamless, efficient system, by providing them with the opportunity to expand their knowledge and skills through research based learning opportunities valued by students, parents, and communities.

WHEREAS, Rick Scott, Governor of the State of Florida, does hereby extend greetings and best wishes to all observing January 23-27, 2017, as Celebrate Literacy Week, Florida!

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of January 23 – 27, 2017:

Celebrate Literacy Week

in the City of Fort Pierce and extend greetings and best wishes to all who observe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 17th day of January, 2017.

_____

MAYOR/COMMISSIONER

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

Meeting Date: 01/17/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Downtown Fort Pierce Farmers' Market 20th Anniversary Proclamation.

Attachments

Downtown FP Farmers Market 20th Anniversary

Form Review

Form Started By: Caleta Scott Started On: 12/06/2016 10:08 AM

Final Approval Date: 12/06/2016

WHEREAS, the Downtown Fort Pierce Farmers' Market began operation in January 1997 on the waterfront in Downtown Fort Pierce; and

WHEREAS, the Market's mission is to provide healthy, fresh foods and horticultural products to Fort Pierce, St. Lucie County and surrounding areas, and to encourage commerce, entertainment and trade in Downtown Fort Pierce; and

WHEREAS, the Market is operated by an independent, not-for-profit organization whose Board of Directors represent a broad segment of the Treasure Coast; and

WHEREAS, the Market has operated continuously in Downtown Fort Pierce, at first seasonally, and in the last 10, year-round; and

WHEREAS, the Market attracts several thousand people to Downtown Fort Pierce each week and has become a Saturday morning tradition for residents and tourists; and

WHEREAS, attractions and events in Downtown Fort Pierce and St. Lucie County are promoted each week at the Market; and

WHEREAS, the Market operates rain or shine and showcases a variety of local entertainers who perform weekly at the Market; and

WHEREAS, the Market is funded by market vendor fees, with support from the City of Fort Pierce.

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

DOWNTOWN FORT PIERCE FARMERS' MARKET 20th ANNIVERSARY

and urge all citizens to visit the Downtown Fort Pierce Farmers' Market on Saturdays and recognize the valued contributions it has brought to this community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 17th day of January, 2017.

_____

MAYOR/COMMISSIONER

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

Meeting Date: 01/17/2017

Re: Representative Larry Lee, Jr.

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Restoring the Village Update from State Representative Larry Lee, Jr.

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	01/11/2017 12:00 PM

Form Started By: Jennifer Robinson Started On: 01/06/2017 01:03 PM

Final Approval Date: 01/11/2017

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

Meeting Date: 01/17/2017

Re: Email from Chris Hulsey

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Chris Hulsey, General Superintendent, All Florida Thin Brick and Stone, Inc. thanking the City Clerk's Office for the prompt and efficient renewal of a business license, and also thanking the Building Department for their expeditious and professional inspection.

Attachments

Email from Chris Hulsey

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/11/2017 11:32 AM
City Manager	Jennifer Robinson	01/11/2017 11:50 AM

Form Started By: Jennifer Robinson Started On: 01/03/2017 02:49 PM

Final Approval Date: 01/11/2017

To: jrobinson@city-ftpierce.com, Nicholas Mimms/cfp@cfp,
Cc:
Bcc:
Subject: Fw: Thank you letter
From: Linda Cox/cfp - Tuesday 01/03/2017 10:03 AM

----- Forwarded by Linda Cox/cfp on 01/03/2017 10:03 AM -----

From: Chris Hulsey <chrishulsey78@gmail.com>
To: lcox@city-ftpierce.com, pthomas@city-ftpierce.com
Date: 01/02/2017 08:27 PM
Subject: Thank you letter

All Florida Thin Brick and Stone, Inc.
3840-1 Williamsburg Park Blvd.
Jacksonville, FL 32257

City of Fort Pierce
100 N. U. S. Highway 1
Fort Pierce, FL 34950

Attention : Linda Cox, City Clerk, Paul Thomas, Interim Building Official

To Whom It May Concern:

Thank you for the opportunity your building inspector gave our company on Friday, December 30, 2016 to renew our City Business License and conduct his inspection of our work while we immediately renewed. The City Clerk's Office was very helpful in making the process a speedy one.

As we originally purchased our license in March 2016, we were negligent in noticing the expiration date and assumed it was good for one year.

We enjoy working in Fort Pierce and want to continue a good working relationship with the City. Thank you for all of your help.

Sincerely,

Chris Hulsey
General Superintendent
904-591-0008

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

Meeting Date: 01/17/2017

Re: Letter from FDEP

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Candace Richards, MS4 Phase II Coordinator, NPDES Stormwater Program, Florida Department of Environmental Program, notifying Jack Andrews, City Engineer that the City has satisfied required elements and commending him for excellent work ensuring water quality.

Attachments

Letter from FDEP

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/11/2017 11:31 AM
City Manager	Jennifer Robinson	01/11/2017 11:51 AM

Form Started By: Jennifer Robinson Started On: 01/06/2017 10:03 AM

Final Approval Date: 01/11/2017

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

January 5, 2017

John Andrews
City Engineer
City of Fort Pierce
100 North US Hwy 1
Fort Pierce, FL 34950

Subject: City of Fort Pierce Phase II Municipal Separate Storm Sewer System (MS4)
NPDES Permit ID Number FLR04E065 (Cycle 3)
Cycle 3 Audit Report

Dear Mr. Andrews:

An audit of the City of Fort Pierce Phase II MS4 Stormwater Management Program (SWMP) was conducted by the Florida Department of Environmental Protection (Department), on **December 6, 2016** under the State's federally authorized National Pollutant Discharge Elimination System (NPDES) stormwater program.

Based on the findings in the audit, the Department has determined that the City of Fort Pierce has **satisfied** the SWMP elements as required by the *Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems* (Rule 62-621.300(7)(a), F.A.C.) and as specified in your approved Notice of Intent (NOI) for coverage under the generic permit.

The Department would like to commend the City on all the excellent work you are doing to ensure water quality. The City is doing a great job implementing and tracking their program. The Department did not find it necessary to include "required improvements" in the review based on the elements discussed and reviewed during the audit.

If you have any questions, please do not hesitate to contact me at (850)-245-7523 or Candace.Richards@dep.state.fl.us.

Sincerely,

Candace Richards

Candace Richards
MS4 Phase II Coordinator
NPDES Stormwater Program

Cc: Alicia Forbis, Stormwater Assistant
Dina Hermoso, Stormwater Engineer

Enc: NPDES Stormwater Audit Report

Phase II Municipal Separate Storm Sewer System (MS4)
NPDES Stormwater Audit Report

I. BACKGROUND INFORMATION

MS4 Permittee: City of Fort Pierce
Permit Number: FLR04E065
Audit Year: Cycle 3 Year 3
Audit Date: December 6, 2016
Audit Notification: November 16, 2016

Inspector(s):

Name	Title	Email / Phone:
Candace Richards	Phase II MS4 Coordinator	Candace.Richards@dep.state.fl.us (850)-245-7523

Permittee Representative(s):

Name	Title	Email / Phone:
Alicia Forbis	Stormwater Assistant	Aforbis@city-ftpierce.com (772)-467-3777
Dina Hermoso	Stormwater Engineer	Dhermoso@city-ftpierce.com (772)-467-3783
John Andrews	City Engineer	Jandrews@city-ftpierce.com (772)-767-3773

II. SITE VISITS

☒ Satisfactory ☐ Unsatisfactory ☐ Not Applicable

III. SWMP IMPLEMENTATION REVIEW

BMPs	Department Comments/Recommendations
Element 1 – Public Education	The City is doing a great job on the Public Education Program. The various outreach materials that were created target different populations and topics specific to stormwater. All the information provides clear messages and are presented in a way that sparks the interest of residents. The interactive kiosks that are going to be utilized on stormwater projects are a great resource to educate individuals about the project and how it plays an important role in the community.

	Recommendations: The city should consider utilizing their website as another method of distribution to provide stormwater educational materials. An NPDES Stormwater overview brochure should be created to provide the community with more of an understanding of what the City's requirements are and how they can help. Add a new BMP for the "Be Floridian Now" campaign the city participates in.
Element 2 – Public Participation	The City sponsors various volunteer groups that provide clean up events around the city and waterways. These programs have a high number of participants and collect a lot of debris during events. The new City App that is being created is a tremendous idea for allowing citizens to self-report any issues they may find. Providing them with a tool that is easy and accessible will be a great benefit. The City should consider adding this to their stormwater hotline BMP as a new method for reporting citizen complaints. **Recommendation:** The City should implement a new BMP for hosting public meetings to allow citizens to discuss various viewpoints about the permit and provide input concerning appropriate storm water management policies and BMPs. Remember all meetings should comply with applicable public notice requirements.
Element 3 – Illicit Discharge Program	The City's Illicit Discharge Program consist of Code Enforcement officers looking throughout the day for IDDE. The only documentation provided for inspections were from when an illicit discharge was discovered. Tracking for this procedure is sufficient however, the City needs to **start documenting the actual number of inspections** that are conducted throughout the entire MS4 system. A new measurable goal will need to be added to reflect this; "Document and report the number of proactive inspections performed". **Attached is an illicit discharge inspection form that can be utilized.**
Element 3 – Illicit Discharge Educational Program	The City has a lot of resourceful educational materials; however, they are not specific to illicit discharge. The Department recommends adding more detailed material about illicit discharge and how the community/businesses would identify and report.

	A new BMP needs to be added to educate applicable employees on illicit discharge and how to detect and eliminate to meet the intent of the permit. IDDE FDOT Training Video
Element 4 – Construction Site Runoff	The City has a good construction program in place meeting all the requirements of the permit. All construction projects that meet the 5,000sqft threshold have their sediment and erosion control plans reviewed per specifications. Each contractor has an affidavit they must adhere to. Construction sites are inspected at least once a month by City inspectors. All inspections are properly documented in the City's database. ***No recommendations or required improvements***
Element 6 - Maintenance and Good Housekeeping	The City is doing a good job ensuring that all BMPs of the Good Housekeeping and maintenance element are being fulfilled. The City performs routine maintenance on all components of their system within a month. The maintenance and inspections are tracked and maintain properly through work orders. **Recommendation:** The City should include the Public Works and Code Enforcement Departments in annual training.

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

Meeting Date: 01/17/2017

Re: Email from Economic Development Council of St. Lucie County

SUBJECT:

Email from Pete Tesch and Candy Marlow, Economic Development Council of St. Lucie County, commending Kori Benton for his very thoughtful and well delivered presentation at an EDC meeting that provided fantastic, creative visuals as well as a clear message of activity and results.

Attachments

Email from P. Tesch & C. Marlow

Form Review

Form Started By: Jennifer Robinson Started On: 01/11/2017 03:15 PM

Final Approval Date: 01/11/2017

To: Jennifer Robinson,
Cc:
Bcc:
Subject: Fw: EDC Meeting
From: Shyanne Helms/cfp - Wednesday 01/11/2017 01:53 PM

----- Forwarded by Shyanne Helms/cfp on 01/11/2017 01:53 PM -----

From: Peter Tesch <ptesch@youredc.com>
To: Candy Marlow <cmarlow@youredc.com>, Kori Benton <KBenton@City-FtPierce.Com>, "nmimms@city-ftpierce.com" <nmimms@city-ftpierce.com>
Cc: "Linda Cox (Lcox@city-ftpierce.com)" <Lcox@city-ftpierce.com>, "Shyanne Helms (SHelms@City-FtPierce.com)" <SHelms@City-FtPierce.com>
Date: 01/10/2017 03:13 PM
Subject: RE: EDC Meeting

Hey Kori: Allow me to add to Candy's comments on your very thoughtful and well delivered presentation as well. Fantastic job from the consummate professional.! We've done together some great things for Ft. Pierce and St. Lucie County and we appreciate all you and the entire team at the City. Looking forward to an even better 2017. Thanks again! My Best Regards, Pete

Peter J. Tesch, President
Economic Development Council of St. Lucie County
500 NW California Blvd. ■ Bldg. F109 ■ Port St. Lucie, FL 34986
(Located at Indian River State College)
O: 772.336.6254 ■ C: 772.812.0623 ■ ptesch@youredc.com
www.youredc.com

From: Candy Marlow
Sent: Tuesday, January 10, 2017 3:07 PM
To: Kori Benton <KBenton@City-FtPierce.Com>
Cc: Linda Cox (Lcox@city-ftpierce.com) <Lcox@city-ftpierce.com>; Shyanne Helms (SHelms@City-FtPierce.com) <SHelms@City-FtPierce.com>; Peter Tesch <ptesch@youredc.com>
Subject: RE: EDC Meeting

Kori,

Thank you for presenting at the EDC meeting today on behalf of the City of Fort Pierce; without a doubt your presentation was absolutely outstanding! As all the presentations that I've seen by the City in the last couple years the visuals were fantastic, creative and demonstrate a clear message of activity and results. You were poised, energetic and very well spoken; great job!

Best regards,
Candy

Candy Marlow, Member Relations
Economic Development Council of St. Lucie County
500 NW California Blvd. ■ Bldg. F-109 ■ Port St. Lucie, FL 34986
(Located at Indian River State College)
O: 772.336.6252 ■ C: 772.834.7208 ■
cmarlow@youredc.com

From: Kori Benton [mailto:KBenton@City-FtPierce.Com]
Sent: Monday, January 09, 2017 6:03 PM
To: Candy Marlow <cmarlow@youredc.com>
Subject: RE: EDC Meeting

Good evening!

Here's my current Power Point.

Thank you again!

Kori Benton, MPA| Senior Planner | Planning Department
Economic Development Team
Phone: 772.467.3739 Fax: 772.467.5808 100 North U.S. 1 Fort Pierce, FL 34950

Website| Facebook| Survey

Please Note: Florida has very broad public records laws. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please immediately notify the sender by reply e-mail and delete the e-mail and any associated materials from all devices.

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

Meeting Date: 01/17/2017

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Ms. Doretha Hair Truesdale, owner of Doretha Hair Highwaymen, LLC in the amount of $2,945 as an eligible recipient under the 2016-2017 CDBG Action Plan - Grant Award for Small Business.

SUMMARY:

2016-2017 CDBG allocated funding for small business grants for owners who attend two small business workshops to purchase items to improve capacity and sustainability. Ms. Hair Truesdale attended workshops 8/18/16 and 11/16/16 and applied for a grant for equipment for her business.

RECOMMENDATION:

Approve grant award for $2,945 for Ms. Doretha Hair Truesdale to purchase equipment for her business, Doretha Hair Highwaymen, LLC to increase capacity and sustainability.

ALTERNATIVES:

Do not approve the grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Urban Redevelopment Manager

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2016
Account:	10390025548410
Amount:	2945.00

OTHER INFORMATION:

This expenditure will be reimbursed to the City via 2016-2017 CDBG.

Attachments

Doretha Hair Grant Contract

Doretha Hair - Grant Application

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/11/2017 11:32 AM

Form Started By: Libby Woodruff
Started On: 12/21/2016 01:26 PM
Final Approval Date: 01/11/2017

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2016**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **DORETHA HAIR HIGHWAYMEN, LLC** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, the Fort Pierce City Commission, on July 20, 2015 approved the 2015-2016 CDBG Action Plan which allocates funding for Micro Enterprise Assistance for small businesses to receive educational information and small grants to purchase items to increase their capacity and sustainability; and

WHEREAS, the **City of Fort Pierce has** determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the recipients' mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The specific project to be provided, including intended uses for the Grant funds by **Recipient** are set forth in **Exhibit "A"** to this Agreement.

2. This Agreement shall take effect on the date executed by the **Grantor.**

3. Grantor agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Recipient,** up to the agreed amount of **$3,000** (Three Thousand Dollars). The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.

4. All funds from **Grantor** to **Recipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2015-2016 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. Publications, press releases, media productions and exhibit graphics produced by the **Recipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce Small Business Grant Program.

6. Recipient agrees to submit to **Grantor, through the Department of Urban Redevelopment,** a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

7. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2017.**

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over $500 (five hundred dollars) must be maintained, and available for on-site monitoring for a minimum of five (5) years. If the Subrecipient is dissolved or becomes inactive, all equipment purchases over $500 (five hundred dollars) must be returned to the Grantor (the City of Fort Pierce) in useable condition or the Grantor (the City of Fort Pierce) must be reimbursed for said purchases.

The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office**.**

C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates

and grants the Grantor the option of retention of the project records, books, papers and documents.

E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

M. The Subrecipient agrees to participate in training to become informed about the regulations

governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin.

Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of

HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.
2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

M. Lobbying Restrictions.

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

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

	GRANTOR:
ATTEST:	CITY OF FORT PIERCE
_____	_____
Linda Cox, City Clerk	Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **DORETHA HAIR HIGHWAYMEN, LLC**

By: _____
Doretha Hair

Print: _____

Title: **Owner**

Today's Date: _____

11/28/2016

2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Doretha Hair Highwaymen LLC

Physical Address: 2804 Dunbar St., Fort Pierce, Fl 34947

Mailing Address: 2804 Dunbar St., Fort Pierce, Fl 34947

Website Address: _____

Contact Person: Doretha Truesdell Title: CEO/owner

Best Contact Telephone Number # 772-252-4088

Grant Amount Requested: $ 2945.00

==========

Business Owner Signature: Doretha Truesdell

Printed Name of Business Owner: Doretha Truesdell

Owner Telephone Number: 772-252-4088 Email: dhair@aol.com

==========

1. Please describe what would you like to purchase with the grant funds. I would like to purchase a Trim Line Tent with a mesh panel set to display and sell my Highwaymen art.

2. Please explain why you feel this purchase will help your business. A tent will help me to grow my small business as it will enable me to participate in outdoor art fairs.

3. The following items **MUST** be included with your grant application:

a. A copy of a current City of Fort Pierce Business Tax Receipt for the Business Name listed above;

b. A printout from Sunbiz.org that shows that your business is correctly registered with the Florida Division of Corporations.

c. Copies of "Certificates of Completion" from at least two (2) different Small Business Educational Workshops, sponsored by the City of Fort Pierce;

d. At least ONE estimate for the item(s) you wish to purchase with a grant. You may include the costs associated with permitting in your estimate.
Please Note: Your estimate MUST be provided on a contractor's letterhead, marked as "Estimate", or on a printout from internet website, catalog, etc.;

e. Statement from business owner that the small business includes five or fewer employees – this includes part time employees;

f. Statement from business owner that the business is NOT under a nuisance abatement investigation and/or Code Enforcement action; and

g. Written Permission from the Property Owner - if you are applying for funding to update signage, paint, grease trap or other improvements to a structure that you are renting for your business.

Complete the Checklist below and submit it with your 1-Page Grant application.

2016-2017 Small Business Grant Opportunity

II. APPLICATION CHEKLIST

Use this checklist to ensure to help ensure your application is complete.

Check (✓):

- [x] You have read the Grant Guidelines carefully and have complied with each provision.
- [x] Your application is dated.
- [x] You either typed the application, or you printed legibly.
- [x] The person listed as the "Contact Person" on the application is knowledgeable about the grant application and is aware that they are listed as the "Contact Person".
- [x] You listed reliable telephone numbers and email addresses.
- [x] You included the correct mailing address for correspondence and grant payments.
- [x] You have rounded your grant funding request to the nearest dollar.
- [x] Your application includes this essential information:
  - [x] Description of what you would like to purchase with the grant funds.
  - [x] Explanation of why you feel the purchase will help your business.
- [x] The following items **MUST** be included with your grant application:
  - [x] A copy of your current City of Fort Pierce Business Tax Receipt;
  - [x] A copy of proof that your business is correctly registered through the State of Florida;
  - [x] Copies of "Certificates of Completion" from at least two (2) different Small Business Educational Workshops;
  - [x] A statement from business owner that the small business includes five or fewer employees – this includes part time employees;
  - [x] A statement from business owner that the business is NOT under a nuisance abatement investigation and/or Code Enforcement action;
  - [x] At least ONE estimate for the item(s) you wish to purchase with a grant. Please Note: Your estimate MUST be provided on a contractor's letterhead, marked as "Estimate", or on a printout from internet website, catalog, etc.;
  - [ ] If you are looking at adding signage, new paint, a grease trap, or other improvements to a structure that you are renting for your business, **be sure** to provide a letter from the owner of the property stating that you have permission to do so; and
- [x] The Grant Application is signed by the owner of the business.

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
DORETHA HAIR HIGHWAYMEN, LLC 2804 DUNBAR ST FT PIERCE FL 34950	DORETHA HAIR HIGHWAYMEN, LLC

Business Location*: 2804 DUNBAR ST

***This business tax receipt is valid at this location only.**

Date Issued	Expiration Date	Control Number
November 21, 2016	September 30, 2017	0046112

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
17-00028620	ARTIST/ART STUDIO/ARTS & CRAFTS	HOME OCC - MUST COMPLY SEC 22-63

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

Tax Amount	$15.00
New/Renewal Fee	$0.00
Penalty	$0.00
Total	$0.00

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.

THE SUNRISE CITY FORT PIERCE Florida

Detail by Entity Name

Florida Limited Liability Company

DORETHA HAIR HIGHWAYMEN, LLC

Filing Information

Document Number	L16000204841
FEI/EIN Number	NONE
Date Filed	11/07/2016
State	FL
Status	ACTIVE

Principal Address

2804 DUNBAR STREET
FORT PIERCE, FL 34947

Mailing Address

2804 DUNBAR STREET
FORT PIERCE, FL 34947

Registered Agent Name & Address

TRUESDELL, DORETHA
2804 DUNBAR STREET
FORT PIERCE, FL 34947

Authorized Person(s) Detail

Name & Address

Title CEO

TRUESDELL, DORETHA
2804 DUNBAR STREET
FORT PIERCE, FL 34947

Annual Reports

No Annual Reports Filed

Document Images

Certificate of Completion

This Certificate is Presented to:

Dorothe Truesdale
(Attendee Name)

Dorothe Hair Hyslop
(Business Name)

For Successfully Completing the Small BusinessWorkshop Entitled

"All About Small Business Tax Issues"

November 16, 2016

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY

SCORE Workshop Instructor

In collaboration with:

SCORE™

FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Dorothea Truesdell — (Attendee Name)

Dorothea Hain Highwaymen — (Business Name)

For Successfully Completing the Small BusinessWorkshop Entitled

"Business Law for Small Business Owners"

August 18, 2016

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY

SCORE Workshop Instructor

In collaboration with:

SCORE™

FOR THE LIFE OF YOUR BUSINESS

11/28/2016

(e). I am the CEO/Owner of Doretha Hair Highwaymen, LLC and the only employee of Doretha Hair Highwaymen, LLC.

(f). Doretha Hair Highwaymen, LLC is not under a nuisance abatement investigation and.or Code Enforcement action

Doretha Truesdell

Doretha Truesdell 11/28/2016

PRICE QUOTE

11/28/2016

Flourish Co.
3640 Highway 23
St.Paul, AR 72760
(800) 296-0049
FAX: (479) 677-3380
Email: info@flourish.com

Date Shipped: 11/28/2016

Payment Method:
Order ID = 135160

SOLD TO:
Doretha Truesdale
Doretha Hair Highwayman LLC
2804 Dunbar Street
Fort Pierce, FL
34947
772-252-4088

SHIP TO:

DESCRIPTION	QUANTITY	RATE	AMOUNT
TrimLine Canopy 10 x 10 with Lower StaBar Kit	1	$1,050.00	$1,050.00
Carry Bag Set	1	$56.00	$56.00
Mesh Pole Bag - 65" - White	1	$49.00	$49.00
Mesh Pole Bag - 65" - Black	2	$49.00	$98.00
Great Weights - Set of Four	1	$94.00	$94.00
Tie Down Screw	2	$4.00	$8.00
10' x 7' Universal Door Wall - Upgrade	1	$55.00	$55.00
Awning - 30 in. White	1	$135.00	$135.00
Banner Frame - 10 ft. - Attached to Awning Frame	1	$65.00	$65.00
Awning Zipper Strip - 7'	2	$17.00	$34.00
Mesh Panel Set of 3 - White - for 7 ft. Wall Height	1	$555.00	$555.00
Track Light Kit - White	2	$115.00	$230.00
Wall Height Light Bar - 10 ft.	1	$45.00	$45.00
		SubTotal:	$2,474.00
		Shipping:	$267.00
		TOTAL:	**$2,741.00**

Note: Prices quoted are valid for 30 days.
Exact shipping costs will be calculated at time of shipment.
Shipping quote available on request.

Guarantee and Return Policy

Our products are made and packaged with care. If you receive any shipment in damaged condition, contact us immediately to ensure credit for the damage from UPS. Our products are guaranteed for three years to be free of manufacturing defects. We accept no responsibility for damage resulting from use of any kind. If you are not completely satisfied with our products, you may return them within 7 days of receipt for a full refund, less 10% restock fee. Refund does not include shipping costs from Flourish Co. to you, nor the cost of return shipping. Returns must be in clean and unused condition. No returns will be accepted without prior Return Merchandise Authorization. Please call for return approval.This guarantee does not apply to custom work of any kind or to

From: **Whitney Matagi** wmatagi@signs.com
Subject: Signs.com: Quote
Date: Today at 3:55 PM
To: Doretha Hair Truesdell dhair@aol.com

To whom it may concern,

The below prices are for the products at Signs.com

Retractable banner 36x88: $146.06
Vinyl banner 72x36: $48.52

Let me know if you need anything else.

Thank you,
Whitney M.

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

Meeting Date: 01/17/2017

Re: Notification of Minor Replat Approval - 2721 & 2725 Oak Alley Drive

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Notification of Minor Replat Approval, 2721 & 2725 Oak Alley Drive, Lots 7 & 8, Block 3 of the Oak Alley Subdivision.

SUMMARY:

- The director of development, pursuant to City Code Section 18-6, has approved a minor replat for Lots 7 & 8, Block 3, of the Oak Alley Subdivision.The replat shifts the location of established preserve easements, and an internal property line to accommodate the construction of a new home on each lot, and replanting of new trees for preservation.
- The St. Lucie County Commission approved the Oak Alley Planned Development and Subdivision on November 15th, 2004.
- The City of Fort Pierce annexed the subject development, with an effective day of January 1st, 2014.
- The Oak Alley subdivision is home to approximately 36 new single-family residences, with several currently under construction. The development consists of 57 total single-family lots, accompanied by native preserves typified by pine and oak canopies.
- The property owners, Homeowners Association Architectural Review Board, and surveying team filed the request to adjust the lot and preserve easement lines of lots 7 & 8 due to minor surveying and development errors. The request has been coupled with a tree mitigation plan, which results in no net loss of preserve areas or native trees within the development upon completion.
- The Technical Review Committee has reviewed and approved the request.

RECOMMENDATION:

Approved by the Director of Development pursuant to City Code Section 18-6

ALTERNATIVES:

None applicable.

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Tracy Telle, Assistant City Engineer
Rebecca Grohall, AICP, Planning Director

Fiscal Impact

OTHER INFORMATION:

No fiscal impact is provided by this action.

Attachments

Approved Minor Replat - Lots 7 & 8 - Block 3

Site Aerial

Application, Support Documents & Landscape Mitigation Plan

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/11/2017 11:32 AM

Form Started By: Kori Benton Started On: 01/06/2017 09:03 AM

Final Approval Date: 01/11/2017

OAK ALLEY REPLAT

BEING A REPLAT OF LOTS 7 AND 8, BLOCK 3, AS SHOWN ON THE PLAT OF OAK ALLEY, RECORDED IN PLAT BOOK 54, PAGES 26 THROUGH 30, INCLUSIVE LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK
PAGE NO.
FILE NO.

CERTIFICATE OF DEDICATION AND DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT GHO OAK ALLEY CORPORATION, INC., A FLORIDA CORPORATION,, OWNER OF THE LAND SHOWN AND DESCRIBED HERON AS OAK ALLEY REPLAT, LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

DESCRIPTION: A REPLAT OF LOTS 7 AND 8, ACCORDING TO THE PLAT OF OAK ALLEY, AS RECORDED IN PLAT BOOK 54, PAGES 26 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 8

BEGINNING AT THE NORTHERLY MOST CORNER OF LOT 8, BLOCK 3; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF OAK ALLEY, S.38°16'26"E., A DISTANCE OF 104.35 FEET; THENCE S.51°43'34"W., A DISTANCE OF 130.00 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF UPLAND BUFFER TRACT 2, N.38°16'26"W., A DISTANCE OF 104.35 FEET TO THE WESTERLY MOST CORNER OF LOT 8, BLOCK 3; THENCE ALONG THE NORTHERLY BOUNDARY OF LOT 8, BLOCK 3, N.51°43'34"E., A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING.**

TOGETHER WITH:

LOT 7

COMMENCE AT THE NORTHERLY MOST CORNER OF LOT 8, BLOCK 3; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF OAK ALLEY, S.38°16'26"E., A DISTANCE OF 104.35 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG THE WESTERLY RIGHT OF WAY LINE OF OAK ALLEY, S.38°16'26"E., A DISTANCE OF 110.65 FEET TO THE EASTERLY MOST CORNER OF LOT 7, BLOCK 3; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOT 7, BLOCK 3, S.51°43'34"W., A DISTANCE OF 130.00 FEET TO THE SOUTHERLY MOST CORNER OF LOT 7, BLOCK 3; THENCE ALONG THE EASTERLY BOUNDARY OF UPLAND BUFFER TRACT 2, N.38°16'26"W., A DISTANCE OF 110.65 FEET; THENCE N.51°43'34"E., A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING.** CONTAINING 0.642 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

THE GENERAL PURPOSE EASEMENTS (G.P.E.) UTILITY, LANDSCAPING, DRAINAGE AND PEDESTRIAN ACCESS EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO FLORIDA POWER AND LIGHT COMPANY (FP&L), BELL SOUTH, AND OTHER PUBLIC UTILITIES, INCLUDING C.A.T.V., FOR THE PURPOSE OF INSTALLATION OF DRAINAGE FACILITIES FOR UTILITIES PURPOSES AND ARE THE MAINTENANCE RESPONSIBILITY OF EACH UTILITY WITHIN SAID EASEMENT. SAID EASEMENTS AS SHOWN HEREON ARE ALSO DEDICATED IN FAVOR OF THE OAK ALLEY PROPERTY OWNERS ASSOCIATION, INC. (P.O.A.), ITS SUCCESSORS AND/OR ASSIGN, FOR PEDESTRIAN ACCESS TO, INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FACILITIES INCLUDING, BUT NOT LIMITED TO, DRAINAGE, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. ST. LUCIE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF FORT PIERCE. THE OAK ALLEY PROPERTY OWNERS ASSOCIATION, INC. (P.O.A.), THEIR SUCCESSORS AND/OR ASSIGNS IS EXPRESSLY AUTHORIZED TO INSTALL PAVED WALKWAYS ON THE SURFACE OF THE GENERAL PURPOSE EASEMENT AREAS.

THE DRAINAGE EASEMENTS (D.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE OAK ALLEY PROPERTY OWNERS ASSOCIATION, INC. (P.O.A.), ITS SUCCESSORS AND/OR ASSIGN, AS A PRIVATE DRAINAGE EASEMENT FOR THE PROPOSE OF INSTALLATION OF DRAINAGE FACILITIES, AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID P.O.A..

THE PRESERVATION EASEMENT (P.E.), AS SHOWN HEREON, IS HEREBY DEDICATED IN FAVOR OF THE OAK ALLEY PROPERTY OWNERS ASSOCIATION, INC. (P.O.A.), ITS SUCCESSORS AND/OR ASSIGNS, ACTIVITIES PROHIBITED WITHIN THE PRESERVATION EASEMENTS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE GROUND, DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH, REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER NATIVE VEGETATION, EXCAVATION, (DREDGING OR REMOVAL OF SOIL MATERIAL, HIKING OR FENCING AND ANY OTHER ACTIVITIES DETRIMENTAL TO WATER CONSERVATION, EROSION CONTROL OR FISH AND WILD LIFE HABITAT CONSERVATION OR PRESERVATION. THESE PROHIBITIONS ARE NOT INTENDED TO PROHIBIT THE SUPPLEMENTAL PLANTING OF NATIVE VEGETATION, THE RELOCATION OF TREES, OR THE CREATION AND MAINTENANCE OF THE NATURE TRAIL SYSTEM IN ACCORDANCE WITH THE APPROVED P.U.D. AND LANDSCAPING LIST. THE PRESERVATION EASEMENTS, ARE LOCATED ON EITHER SIDE OF THE SIDE LOT LINES OF ALL OF THE LOTS. IT IS ALSO THE INTENT HOWEVER THAT THE INNER MOST 5 FEET OF THE LOT LYING WITHIN THE PRESERVATION EASEMENT MAY BE GRADED, FILLED, AND/OR CLEARED AS APPROVED BY THE P.O.A. ARCHITECTURAL REVIEW COMMITTEE.

IN WITNESS WHEREOF, THE ABOVE NAMED COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS THIS _____ DAY OF _____, 2016.

GHO OAK ALLEY CORPORATION, INC.,
A FLORIDA CORPORATION

WITNESS: _____ BY: _____
BILL HANDLER, PRESIDENT

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME PERSONALLY APPEARED BILL HANDLER WHO IS PERSONALLY KNOWN TO ME, OR PROVIDED _____ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF GHO OAK ALLEY CORPORATION, INC., A FLORIDA CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE COMPANY SEAL OF SAID COMPANY AND THAT IS WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2016.

MY COMMISSION EXPIRES: _____ _____
(NOTARY SEAL) NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: _____

COMMISSION NO. _____

ACCEPTANCE OF RESERVATIONS

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE OAK ALLEY PROPERTY OWNERS' ASSOCIATION, INC. HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____, 2016.

OAK ALLEY PROPERTY OWNERS' ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

BY: _____
PRINT NAME & TITLE

WITNESS: _____

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

GHO OAK ALLEY
CORPORATION, INC.

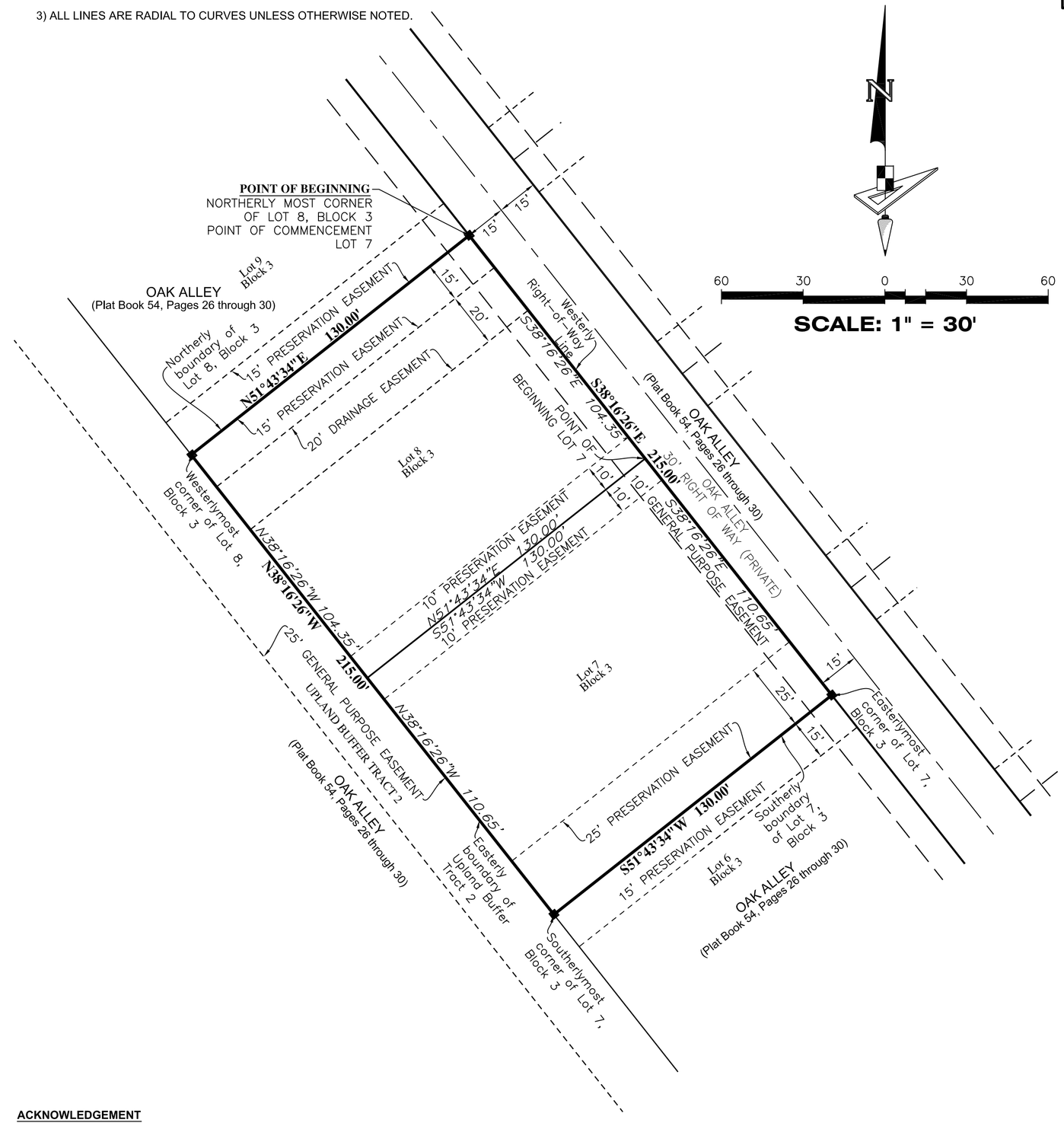
SURVEYOR'S NOTES:

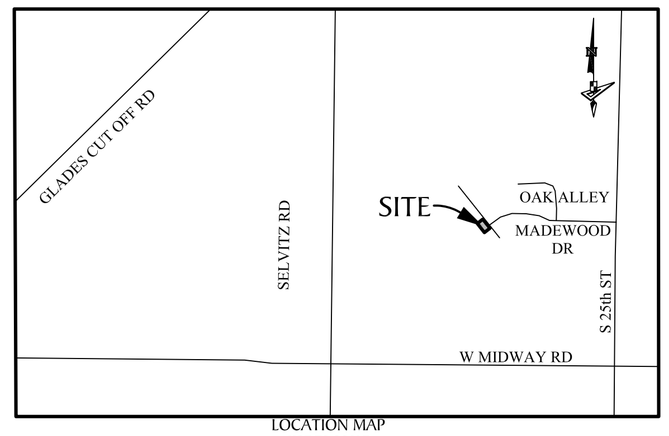
1) BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF OAK ALLEY, HAVING A ASSUMED BEARING OF S.38°16'26"E.

2) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

3) ALL LINES ARE RADIAL TO CURVES UNLESS OTHERWISE NOTED.

LEGEND:
- ■ ---------- INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT – 4"X4" CONCRETE MONUMENT LB7768, UNLESS OTHERWISE NOTED.
- ⊟ ---------- INDICATES (P.R.M.) OFFSET PERMANENT REFERENCE MONUMENT – 4"X4" CONCRETE MONUMENT LB7768, UNLESS OTHERWISE NOTED.
- ◉ ---------- INDICATES (P.C.P.) PERMANENT CONTROL POINT LB7768





LOCATION MAP
NOT TO SCALE
ST. LUCIE COUNTY, FLORIDA
SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME, OR PROVIDED _____ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AS _____ OF OAK ALLEY HOME OWNERS' ASSOCIATION, INC. A FLORIDA CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE/SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE COMPANY SEAL OF SAID COMPANY AND THAT IS WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2016.

_____
NOTARY PUBLIC STATE OF FLORIDA

COMMISSION NO. _____ PRINT NAME: _____

MY COMMISSION EXPIRES: _____

(NOTARY SEAL)

CERTIFICATION OF FINAL APPROVAL BY CITY COMMISSION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____, 2016. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA.

THIS DAY _____ DAY OF _____, 2016.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX, CITY CLERK

CLERK TO THE BOARD OF
CITY COMMISSIONERS

TITLE CERTIFICATION

STATE OF _____
COUNTY OF _____

I, _____, OF _____, DO HEREBY CERTIFY THAT THE RECORD TITLE TO THE LAND AS DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE PERSON, PERSONS, CORPORATION OR ENTITY EXECUTING THE DEDICATION AS SHOWN ON THE PLAT. IN THE EVENT THE PLAT DOES NOT CONTAIN A DEDICATION, I HEREBY CERTIFY THAT THE DEVELOPER OF THE PLATTED SUBDIVISION HAS RECORD TITLE TO THE LAND. I CERTIFY THAT THERE ARE NO LIENS AND/OR ENCUMBRANCES OF RECORD AGAINST SAID PROPERTY, EXCEPT AS SHOWN ON SAID PLAT: ADDITIONALLY, I CERTIFY THAT THERE ARE NO DELINQUENT TAXES, OUTSTANDING TAX CERTIFICATES, OR OMITTED YEAR'S TAXES OUTSTANDING ON THE LAND.

THIS DAY _____ DAY OF _____, 2016.

BY: _____
_____
PRINT NAME & TITLE

CERTIFICATION OF APPROVAL CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY FLORIDA, DO HEREBY CERTIFY, THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2016.

_____
JOSEPH E. SMITH
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

PLANNING AND DEVELOPMENT SERVICES APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE C3 ZONING DISTRICT, AS SET FORTH IN SECTOIN7.01.00 OF THE ST. LUCIE COUNTY LAND DEVELOPMENT CODE THIS DAY _____ DAY OF _____, 2016.

_____
REBECCA GROHALL
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES
FORT PIERCE, FLORIDA

CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF ST. LUCIE

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

_____ _____
JAMES M. MESSER, ESQ DATE

SURVEYOR'S REVIEW CERTIFICATE

STATE OF FLORIDA
COUNTY OF MARTIN

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES

_____ _____
GREGORY S. FLEMING, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA REGISTRATION NO. 4350
PLAT REVIEWER FOR CITY OF FORT PIERCE, FLORIDA DATE

SURVEYOR'S CERTIFICATE

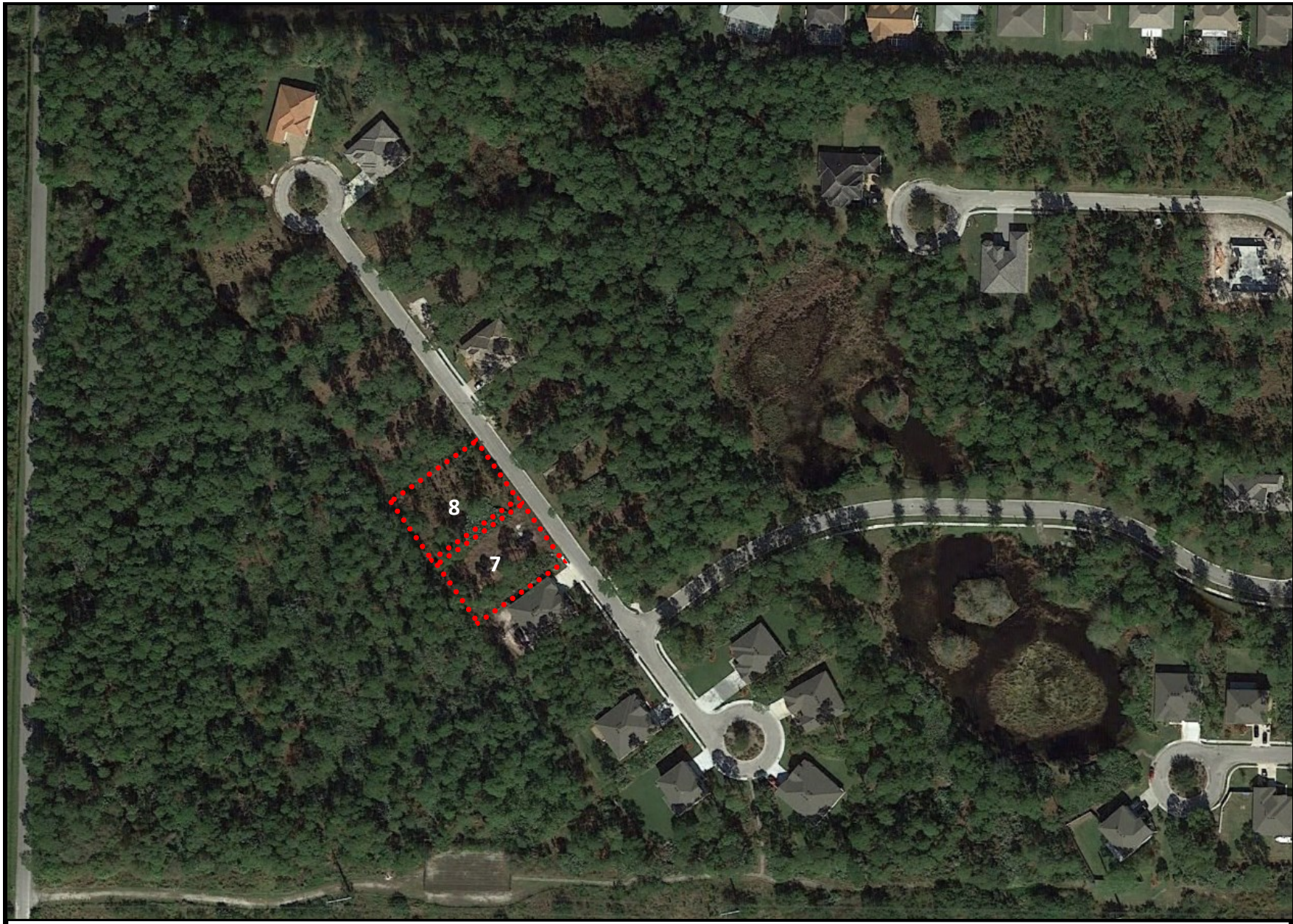
STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS IS TO CERTIFY THE THE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES. AS AMENDED, AND ORDINANCES OF THE CITY OF FORT PIERCE FLORIDA, THIS _____ DAY OF _____, 2016.

_____
GARY A. RAGER
PROFESSIONAL SURVEYOR AND MAPPER NO. LS4828
CERTIFICATE OF AUTHORIZATION NO. LB7768

GARY A. RAGER, P.S.M.

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768



THE SUNRISE CITY
FORT PIERCE
Florida

Site Aerial–Oak Alley (Block 3)

Lots 7 & 9

CITY OF FORT PIERCE

PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

RECEIVED
SEP 27 2016
CITY OF FT. PIERCE
PLANNING

Subdivision

Property address or Location 2721 Oak Alley, Fort Pierce, Florida 34981 and 2725 Oak Alley, Fort Pierce, Florida 34981

Parcel ID #(s) 2432-801-0059-000-0 and 2432-801-0060-000-0

Project description Minor Replat of Lot 7, Block 3, OAK ALLEY (PB 54-26)(OR 3818-805) and Lot 8, Block 3, OAK ALLEY (PB 54-26)(OR 3773-1221)

GHO Oak Alley Corp	Gary A. Rager, P.S.M., Vice President, GeoPoint Surveying, Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
590 NW Mercantile Place	4152 West Blue Heron Boulevard, Suite 105
Street Address	Street Address
Port St. Lucie Florida 34926	Riviera Beach Florida 33404
City State Zip	City State Zip
772-257-1100	561-444-2720
Phone Number	Phone Number
billh@ghohomes.com	garyr@geopointsurvey.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

PRESIDENT

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 26th day of Sept., 20 16, by William N. Handler who is personally known to me or has produced N/A as identification.

DEBORA J. SOUCIE
Commission # FF 056049
Expires October 30, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Signature of Notary (seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____

Intake Date Stamp

☐ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- ☐ A copy of the deed
- ☐ Concurrency application, complete
- ☐ Complete, notarized application

☐ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- ☐ Street construction plans
- ☐ Water & Sewer system construction plans
- ☐ Stormwater Retention plans
- ☐ Electric Infrastructure plans
- ☐ Gas Infrastructure plans
- ☐ Complete, notarized application

☐ SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- ☐ Complete, notarized application

☐ SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- ☐ Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
  - o proposed lots, including acreage, square footage, & dimensions.
  - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☐ Complete, notarized application

OAK ALLEY REPLAT

BEING A REPLAT OF LOTS 7 AND 8, BLOCK 3, AS SHOWN ON THE PLAT OF OAK ALLEY, RECORDED IN PLAT BOOK 54, PAGES 26 THROUGH 30, INCLUSIVE LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK
PAGE NO.
FILE NO.

CERTIFICATE OF DEDICATION AND DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT GHO OAK ALLEY CORPORATION, INC., A FLORIDA CORPORATION,, OWNER OF THE LAND SHOWN AND DESCRIBED HERON AS OAK ALLEY REPLAT, LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

DESCRIPTION: A REPLAT OF LOTS 7 AND 8, ACCORDING TO THE PLAT OF OAK ALLEY, AS RECORDED IN PLAT BOOK 54, PAGES 26 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 8

BEGINNING AT THE NORTHERLY MOST CORNER OF LOT 8, BLOCK 3; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF OAK ALLEY, S.38°16'26"E., A DISTANCE OF 104.35 FEET; THENCE S.51°43'34"W., A DISTANCE OF 130.00 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF UPLAND BUFFER TRACT 2, N.38°16'26"W., A DISTANCE OF 104.35 FEET TO THE WESTERLY MOST CORNER OF LOT 8, BLOCK 3; THENCE ALONG THE NORTHERLY BOUNDARY OF LOT 8, BLOCK 3, N.51°43'34"E., A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING.**

TOGETHER WITH:

LOT 7

COMMENCE AT THE NORTHERLY MOST CORNER OF LOT 8, BLOCK 3; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF OAK ALLEY, S.38°16'26"E., A DISTANCE OF 104.35 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG THE WESTERLY RIGHT OF WAY LINE OF OAK ALLEY, S.38°16'26"E., A DISTANCE OF 110.65 FEET TO THE EASTERLY MOST CORNER OF LOT 7, BLOCK 3; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOT 7, BLOCK 3, S.51°43'34"W., A DISTANCE OF 130.00 FEET TO THE SOUTHERLY MOST CORNER OF LOT 7, BLOCK 3; THENCE ALONG THE EASTERLY BOUNDARY OF UPLAND BUFFER TRACT 2, N.38°16'26"W., A DISTANCE OF 110.65 FEET; THENCE N.51°43'34"E., A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING.** CONTAINING 0.642 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

THE GENERAL PURPOSE EASEMENTS (G.P.E.) UTILITY, LANDSCAPING, DRAINAGE AND PEDESTRIAN ACCESS EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO FLORIDA POWER AND LIGHT COMPANY (FP&L), BELL SOUTH, AND OTHER PUBLIC UTILITIES, INCLUDING C.A.T.V., FOR THE PURPOSE OF INSTALLATION OF DRAINAGE FACILITIES FOR UTILITIES PURPOSES AND ARE THE MAINTENANCE RESPONSIBILITY OF EACH UTILITY WITHIN SAID EASEMENT. SAID EASEMENTS AS SHOWN HEREON ARE ALSO DEDICATED IN FAVOR OF THE OAK ALLEY PROPERTY OWNERS ASSOCIATION, INC. (P.O.A.), ITS SUCCESSORS AND/OR ASSIGN, FOR PEDESTRIAN ACCESS TO, INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FACILITIES INCLUDING, BUT NOT LIMITED TO, DRAINAGE, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. ST. LUCIE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF FORT PIERCE. THE OAK ALLEY PROPERTY OWNERS ASSOCIATION, INC. (P.O.A.), THEIR SUCCESSORS AND/OR ASSIGNS IS EXPRESSLY AUTHORIZED TO INSTALL PAVED WALKWAYS ON THE SURFACE OF THE GENERAL PURPOSE EASEMENT AREAS.

THE DRAINAGE EASEMENTS (D.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE OAK ALLEY PROPERTY OWNERS ASSOCIATION, INC. (P.O.A.), ITS SUCCESSORS AND/OR ASSIGN, AS A PRIVATE DRAINAGE EASEMENT FOR THE PROPOSE OF INSTALLATION OF DRAINAGE FACILITIES, AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID P.O.A..

THE PRESERVATION EASEMENT (P.E.), AS SHOWN HEREON, IS HEREBY DEDICATED IN FAVOR OF THE OAK ALLEY PROPERTY OWNERS ASSOCIATION, INC. (P.O.A.), ITS SUCCESSORS AND/OR ASSIGNS, ACTIVITIES PROHIBITED WITHIN THE PRESERVATION EASEMENTS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE GROUND, DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH, REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER NATIVE VEGETATION, EXCAVATION, (DREDGING OR REMOVAL OF SOIL MATERIAL, HIKING OR FENCING AND ANY OTHER ACTIVITIES DETRIMENTAL TO WATER CONSERVATION, EROSION CONTROL OR FISH AND WILD LIFE HABITAT CONSERVATION OR PRESERVATION. THESE PROHIBITIONS ARE NOT INTENDED TO PROHIBIT THE SUPPLEMENTAL PLANTING OF NATIVE VEGETATION, THE RELOCATION OF TREES, OR THE CREATION AND MAINTENANCE OF THE NATURE TRAIL SYSTEM IN ACCORDANCE WITH THE APPROVED P.U.D. AND LANDSCAPING LIST. THE PRESERVATION EASEMENTS, ARE LOCATED ON EITHER SIDE OF THE SIDE LOT LINES OF ALL OF THE LOTS. IT IS ALSO THE INTENT HOWEVER THAT THE INNER MOST 5 FEET OF THE LOT LYING WITHIN THE PRESERVATION EASEMENT MAY BE GRADED, FILLED, AND/OR CLEARED AS APPROVED BY THE P.O.A. ARCHITECTURAL REVIEW COMMITTEE.

IN WITNESS WHEREOF, THE ABOVE NAMED COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS THIS _____ DAY OF _____, 2016.

GHO OAK ALLEY CORPORATION, INC.,
A FLORIDA CORPORATION

WITNESS: _____ BY: _____
BILL HANDLER, PRESIDENT

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME PERSONALLY APPEARED BILL HANDLER WHO IS PERSONALLY KNOWN TO ME, OR PROVIDED _____ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF GHO OAK ALLEY CORPORATION, INC., A FLORIDA CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE COMPANY SEAL OF SAID COMPANY AND THAT IS WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2016.

MY COMMISSION EXPIRES: _____ _____
(NOTARY SEAL) NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: _____

COMMISSION NO. _____

ACCEPTANCE OF RESERVATIONS

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE OAK ALLEY PROPERTY OWNERS' ASSOCIATION, INC. HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____, 2016.

OAK ALLEY PROPERTY OWNERS' ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

BY: _____
PRINT NAME & TITLE

WITNESS: _____

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

GHO OAK ALLEY
CORPORATION, INC.

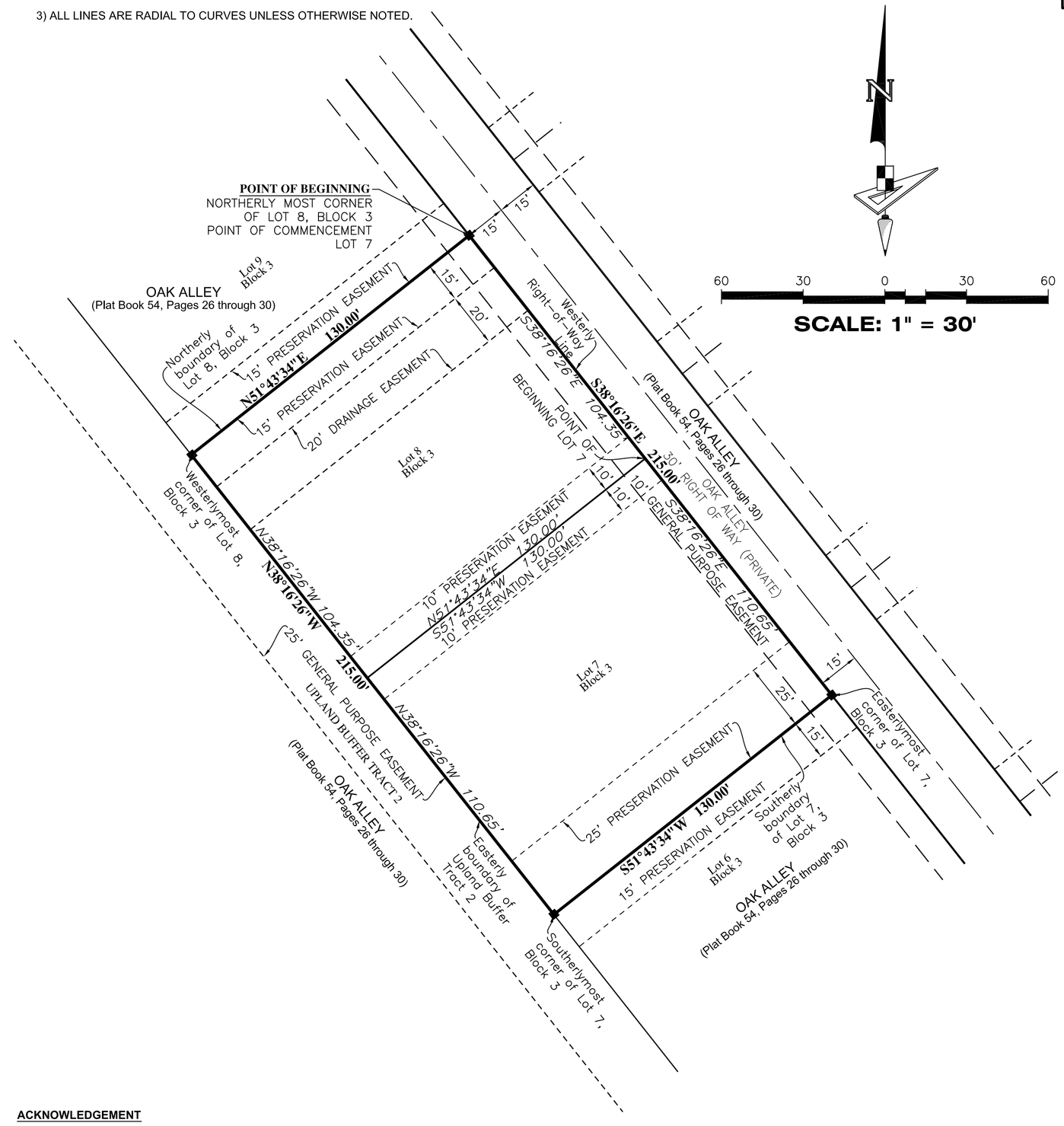
SURVEYOR'S NOTES:

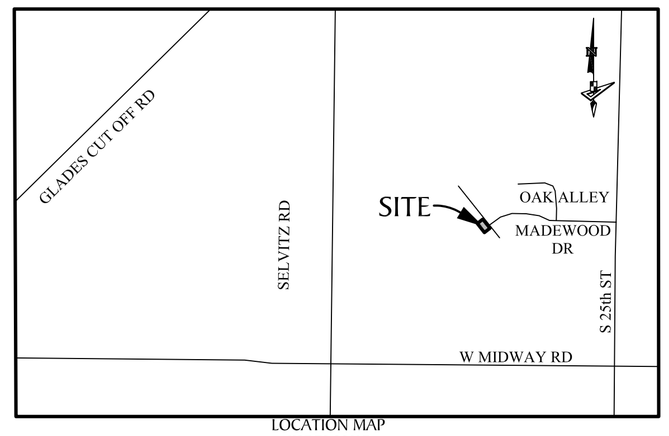
1) BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF OAK ALLEY, HAVING A ASSUMED BEARING OF S.38°16'26"E.

2) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

3) ALL LINES ARE RADIAL TO CURVES UNLESS OTHERWISE NOTED.

LEGEND:
- ■ ---------- INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT – 4"X4" CONCRETE MONUMENT LB7768, UNLESS OTHERWISE NOTED.
- ⊟ ---------- INDICATES (P.R.M.) OFFSET PERMANENT REFERENCE MONUMENT – 4"X4" CONCRETE MONUMENT LB7768, UNLESS OTHERWISE NOTED.
- ◉ ---------- INDICATES (P.C.P.) PERMANENT CONTROL POINT LB7768





LOCATION MAP
NOT TO SCALE
ST. LUCIE COUNTY, FLORIDA
SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME, OR PROVIDED _____ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AS _____ OF OAK ALLEY HOME OWNERS' ASSOCIATION, INC. A FLORIDA CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE/SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE COMPANY SEAL OF SAID COMPANY AND THAT IS WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2016.

_____
NOTARY PUBLIC STATE OF FLORIDA

COMMISSION NO. _____ PRINT NAME: _____

MY COMMISSION EXPIRES: _____

(NOTARY SEAL)

CERTIFICATION OF FINAL APPROVAL BY CITY COMMISSION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____, 2016. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA.

THIS DAY _____ DAY OF _____, 2016.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX, CITY CLERK

CLERK TO THE BOARD OF
CITY COMMISSIONERS

TITLE CERTIFICATION

STATE OF _____
COUNTY OF _____

I, _____, OF _____, DO HEREBY CERTIFY THAT THE RECORD TITLE TO THE LAND AS DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE PERSON, PERSONS, CORPORATION OR ENTITY EXECUTING THE DEDICATION AS SHOWN ON THE PLAT. IN THE EVENT THE PLAT DOES NOT CONTAIN A DEDICATION, I HEREBY CERTIFY THAT THE DEVELOPER OF THE PLATTED SUBDIVISION HAS RECORD TITLE TO THE LAND. I CERTIFY THAT THERE ARE NO LIENS AND/OR ENCUMBRANCES OF RECORD AGAINST SAID PROPERTY, EXCEPT AS SHOWN ON SAID PLAT: ADDITIONALLY, I CERTIFY THAT THERE ARE NO DELINQUENT TAXES, OUTSTANDING TAX CERTIFICATES, OR OMITTED YEAR'S TAXES OUTSTANDING ON THE LAND.

THIS DAY _____ DAY OF _____, 2016.

BY: _____
_____
PRINT NAME & TITLE

CERTIFICATION OF APPROVAL CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY FLORIDA, DO HEREBY CERTIFY, THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2016.

_____
JOSEPH E. SMITH
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

PLANNING AND DEVELOPMENT SERVICES APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE C3 ZONING DISTRICT, AS SET FORTH IN SECTOIN7.01.00 OF THE ST. LUCIE COUNTY LAND DEVELOPMENT CODE THIS DAY _____ DAY OF _____, 2016.

_____
REBECCA GROHALL
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES
FORT PIERCE, FLORIDA

CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF ST. LUCIE

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

_____ _____
JAMES M. MESSER, ESQ DATE

SURVEYOR'S REVIEW CERTIFICATE

STATE OF FLORIDA
COUNTY OF MARTIN

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES

_____ _____
GREGORY S. FLEMING, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA REGISTRATION NO. 4350
PLAT REVIEWER FOR CITY OF FORT PIERCE, FLORIDA DATE

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS IS TO CERTIFY THE THE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES. AS AMENDED, AND ORDINANCES OF THE CITY OF FORT PIERCE FLORIDA, THIS _____ DAY OF _____, 2016.

_____
GARY A. RAGER
PROFESSIONAL SURVEYOR AND MAPPER NO. LS4828
CERTIFICATE OF AUTHORIZATION NO. LB7768

GARY A. RAGER, P.S.M.

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4141800 OR BOOK 3818 PAGE 805, Recorded 12/17/2015 at 09:23 AM
Doc Tax: $2058.00

Prepared By and Return To:
Supreme Title Solutions, LLC
1410 19th Place
Vero Beach, FL 32960

File No. 15-11-1840G

Property Appraiser's Parcel I.D. (folio) Number(s)

See attached Exhibit "A"

WARRANTY DEED

THIS WARRANTY DEED dated December 15, 2015, by Oak Alley Builders, LLC, a Florida Limited Liability Company, whose post office address is 1400 E. Oakland Park Blvd., Suite 103, Fort Lauderdale, FL 33334, hereinafter called the grantor, to GHO Oak Alley Corp., a Florida Corporation, whose post office address is 590 NW Mercantile Place, Port St. Lucie, FL 34986, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in St. Lucie County, Florida, to wit:

As shown on Exhibit A which is attached hereto and incorporated herein by reference.

Subject to easements, restrictions, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2015.

WARRANTY DEED
(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

L. Tedesco
(Witness Signature)
Lisa Tedesco

Chris Strand
(Witness Signature)
Chris Strand

Oak Alley Builders, LLC, a Florida Limited Liability Company

BY: _____
Stanley Markofsky, Manager

1400 E. Oakland Park Blvd., Suite 103
(Address)

Fort Lauderdale, FL 33334
(Address)

STATE OF Florida

COUNTY OF Broward

I, Renee Lurie, a Notary Public of the County and State first above written, do hereby certify that Stanley Markofsky, Manager of Oak Alley Builders, LLC, a Florida Limited Liability Company personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 15th day of December, 2015.

Renee Lurie
Notary Public

My Commission Expires: 09/16/17

(SEAL)

RENEE LURIE
MY COMMISSION # FF 018623
EXPIRES: September 16, 2017
Bonded Thru Notary Public Underwriters

WARRANTY DEED
(Continued)

EXHIBIT "A"

Lots 3, 13 and 18, Block 2 and Lots 7, 19, 20 and 21, Block 3, Oak Alley, according to the map or plat thereof, as recorded in Plat Book 54, Page(s) 26 through 30, inclusive, of the Public Records of St. Lucie County, Florida.
2432-801-0036-000/3; 2432-801-0046-000/6
2432-801-0051-000/4; 2432-801-0059-000/0
2432-801-0071-000/0; 2432-801-0072-000/7
2432-801-0073-000/4

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4097208 OR BOOK 3773 PAGE 1221, Recorded 07/31/2015 at 09:02
Doc Tax: $1470.00

Prepared By and Return To:
Supreme Title Solutions, LLC
1410 19th Place
Vero Beach, FL 32960

File No. 15-07-1181

Property Appraiser's Parcel I.D. (folio) Number(s)
2432-801-0037-000/0
2432-801-0045-000/9
2432-801-0049-0001/7
2432-801-0050-0001/7
2432-801-0060-000/0

WARRANTY DEED

THIS WARRANTY DEED dated July 28, 2015, by Oak Alley Builders, LLC, a Florida limited liability company, whose post office address is 1400 E. Oakland Park Blvd., Suite 103, Fort Lauderdale, FL 33334, hereinafter called the grantor, to GHO Oak Alley Corp., a Florida Corporation, whose post office address is 590 NW Mercantile Place, Port St. Lucie, FL 34986, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in St. Lucie County, Florida, viz:

Lots 4, 12, 16 and 17, Block 2 and Lot 8, Block 3, Oak Alley, according to the map or plat thereof, as recorded in Plat Book 54, Page(s) 26 through 30, inclusive, of the Public Records of St. Lucie County, Florida.

Grantor Warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 1400 E. Oakland Park Blvd., Suite 103, Fort Lauderdale, FL 33334.

Subject to easements, restrictions, reservations and limitations of recorded, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2014

WARRANTY DEED
(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

(Witness Signature)

Oak Alley Builders, LLC, a Florida limited liability company

BY: _____
Stanley Markofsky, Manager

1400 E. Oakland Park Blvd., Suite 103
(Address)

Fort Lauderdale, FL 33334
(Address)

STATE OF Florida

COUNTY OF Broward

I, YOLANDA V. HAYDEN, a Notary Public of the County and State first above written, do hereby certify that Stanley Markofsky, Manager on behalf of Oak Alley Builders, LLC , a Florida limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 28th day of July, 2015.

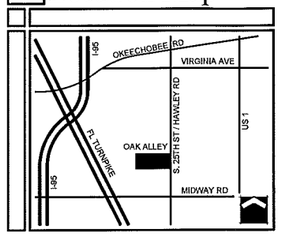
Notary Public

My Commission Expires: 7/23/2019

(SEAL)

YOLANDA V. HAYDEN
MY COMMISSION # FF 212939
EXPIRES: July 23, 2019
Bonded Thru Notary Public Underwriters

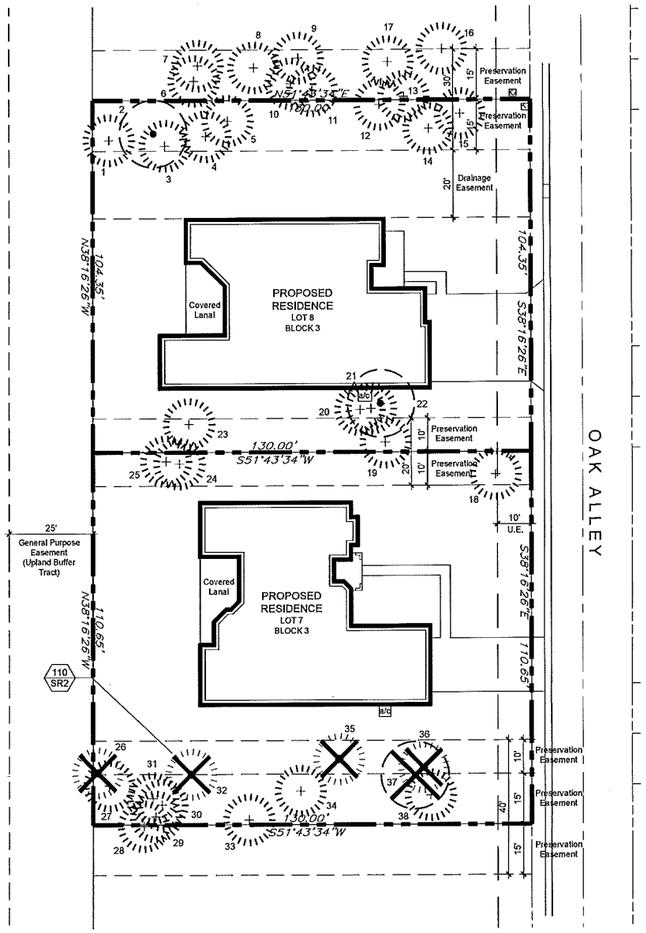
Location Map



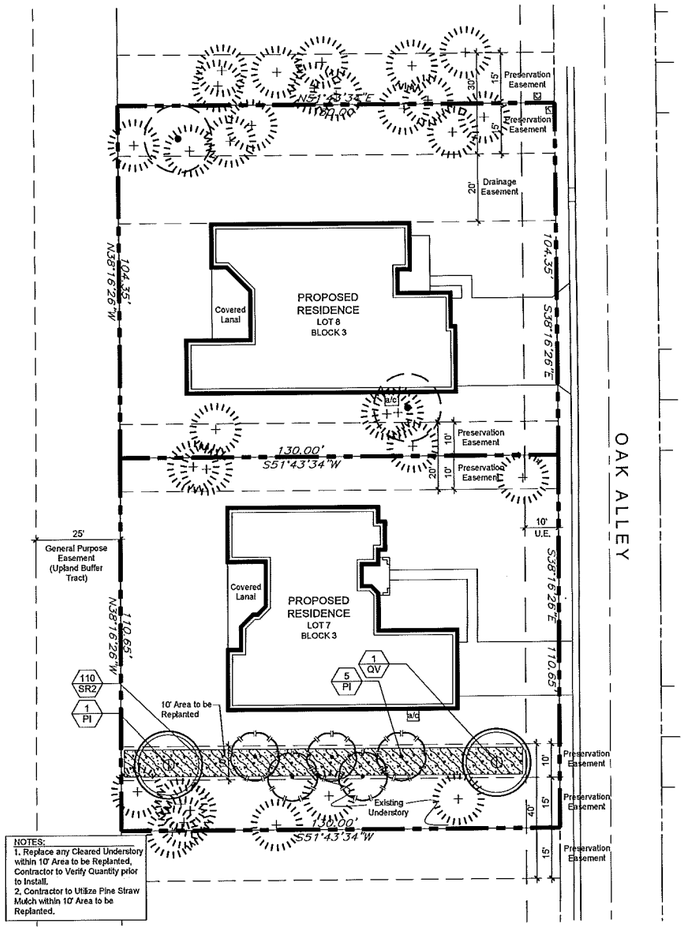
Existing Tree List

ID	DBH	SPECIES	DISPOSITION	MITIGATION REQUIRED
1	7"	Sand Pine	Preserve	0
2	5"	Live Oak	Preserve	0
3	9"	Sand Pine	Preserve	0
4	6"	Sand Pine	Preserve	0
5	12"	Sand Pine	Preserve	0
6	12"	Sand Pine	Preserve	0
7	10"	Sand Pine	Preserve	0
8	11"	Sand Pine	Preserve	0
9	10"	Sand Pine	Preserve	0
10	9"	Sand Pine	Preserve	0
11	10"	Sand Pine	Preserve	0
12	12"	Sand Pine	Preserve	0
13	7"	Sand Pine	Preserve	0
14	13"	Sand Pine	Preserve	0
15	12"	Sand Pine	Preserve	0
16	5"	Sand Pine	Preserve	0
17	12"	Sand Pine	Preserve	0
18	12"	Sand Pine	Preserve	0
19	14"	Sand Pine	Preserve	0
20	7"	Sand Pine	Preserve	0
21	8"	Sand Pine	Preserve	0
22	5"	Unknown	Preserve	0
23	7"	Sand Pine	Preserve	0
24	4"	Sand Pine	Preserve	0
25	11"	Sand Pine	Preserve	0
26	6"	Sand Pine	Remove	0*
27	6"	Sand Pine	Preserve	0
28	5"	Sand Pine	Preserve	0
29	9"	Sand Pine	Preserve	0
30	10"	Sand Pine	Preserve	0
31	13"	Sand Pine	Preserve	0
32	10"	Sand Pine	Remove	0*
33	12"	Sand Pine	Preserve	0
34	10"	Sand Pine	Preserve	0
35	17"	Sand Pine	Remove	17"
36	5"	Sand Pine	Remove	0*
37	6"	Live Oak	Remove	0*
38	12"	Sand Pine	Preserve	0

*Mitigation shall be required for the loss of any native tree at least fourteen (14) inches DBH per Sec. 22-194(d)



Tree Removal Plan



NOTES:
1. Replace any Cleared Understory within 10' Area to be Replanted, Contractor to Verify Quantity prior to Install.
2. Contractor to Utilize Pine Straw Mulch within 10' Area to be Replanted.

Tree Mitigation Plan

Tree Summary

Category	Total Trees	Mitigation Req.	Mitigation Prov.
Preserved Trees	33	0	0
Removed Trees <14" DBH	4	0	0
Removed Trees >14" DBH	1	17"	17.5"

Tree Protection Notes

1. Tree protection barriers shall be installed and in place prior to any other construction activity on site. Tree protection barriers shall remain in place throughout the construction of the project until removal is approved by the City of Fort Pierce.

2. During land altering and construction, protective barriers shall be erected and maintained around all trees or groups of trees to be protected. The movement of equipment or the storage of equipment, materials, and placement of debris or fill within protective barriers is prohibited.

Tree Key

Preserved Canopy Tree

Removed Canopy Tree

Removed Canopy Tree

Removed Canopy Tree

Mitigation Plant List

	CODE	QTY	BOTANICAL NAME / COMMON NAME	CALIPER	HEIGHT	SPREAD	CLEAR TRUNK
TREES							
	PI	5	Pinus elliotti var. Densa / South Florida Slash Pine*+ Single Straight Trunk	2.5" DBH	12'	6'	5' Min.
	QV	2	Quercus virginiana / Southern Live Oak*+ Single Straight Trunk, No Low Crotch	2.5" DBH	12' Min.	6'	5' Min.
SHRUB AREAS	CODE	QTY	BOTANICAL NAME / COMMON NAME	HEIGHT	SPREAD	SPACING	
	SR2	110	Serenoa repens / Saw Palmetto*+ Full	18"	18"	36" O.C.	

*= Florida Native / + = Drought Tolerant

Landscape Notes

1. Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with landscaping in terminal islands, parking islands, medians, buffers or other landscaped areas.
2. All plant material is to be installed a the height, spread and DBH/Caliper shown in the Plant List, container sizes are given as a suggestion only.
3. No muck-grown sod shall be utilized in detention areas.
4. All landscape areas (including sod) shall be irrigated with an underground automatic sprinkler system providing min. 120% coverage.
5. Trees shown on this plan are for graphic representation only. Tree spacing is based on design requirements and the trees shown on these plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the field in accordance with the planting details shown hereon.
6. Trees are to be installed with a ten foot (10') separation from any water or sewer main and/ or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements.

811 Know what's below. Call before you dig.

0 10' 20' 40' 60'

Scale 1"= 20'-0"

North

Jon E. Schmidt and Associates
Landscape Architecture & Site Planning
2247 Palm Beach Lakes Blvd.- Suite 101
West Palm Beach, Florida 33409
Tel. (561) 684-6141 . Fax. (561) 684-6142
E-mail: jschmidt@jesla.com
Website: www.jesla.com
License No.: LC26000232

Oak Alley

The City of Fort Pierce, Florida

Date:	09/29/16
Scale:	1" = 20'-0"
Design By:	MLD
Drawn By:	MLD
Checked By:	Jes
File No.	820.01
Job No.	16-102

REVISIONS / SUBMISSIONS

10.13.16 Client Comments
Species Revision

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED LANDSCAPE ARCHITECT.

Printed name
FLORIDA REGISTRATION NO. LA 0001638

Landscape Plan

LP-1 of 2

OAK ALLEY PROPERTY
OWNERS' ASSOCIATION, INC.
430 NW Lake Whitney Place
Port St Lucie, FL 34986

October 27, 2016

Kori Benton
kbenton@city-ftpierce.com

RE: Oak Alley Property Owners' Association, Inc.
Minor Replat/Technical Review Project #16-05000002

Dear Kori:

Please accept this letter on behalf of Oak Alley Property Owners' Association Inc. (the "Association"). The purpose of this letter is to notify you that the Board of Directors and Architectural Review Committee for the Association approved the above-referenced replat request. The terms of acceptance are set forth in an agreement, and the Association has approved the attached landscape plan.

If you need any additional information from the Association, please do not hesitate to contact me or the Association's attorney, Jacob Ensor (jee@reblawpa.com).

Sincerely,

William Morhaim

JEE/kmh
cc: Association

St. Lucie County Project No: *N/A*

Date: *11/15/04* Original SP Resolution No: *04-220*

Minor Adjustment Date	File No.	Description	Approval Order: Order No.
1 *06/27/06*	*05-032*	*lot setbacks blocks 1-3*	*Letter*
2 *06/27/06*	*06-004*	*cul-de-sac revisions*	*Letter*
3 *03/20/09*	*spmm220092877*	*blk 4 setback revisions*	*Letter*
4 *05/29/13*	-	*scrivener's error*	*Letter*
5			

Major Adjustment Date	File No.	Description	Approval Order: Order No.
1			
2			
3			
4			
5			

Site Plan (PUD)
Minor Adjustment #4

APPROVED

Date:_____

By:_____

reserved for agency approval stamp

MINOR ADJUSTMENT No. 4

SITE DATA:

1. PROJECT NAME: OAK ALLEY
2. TAX ID NUMBERS: 2432-431-0001-000/4; 2432-443-0001-000/1; 2432-441-0001-000/5; 2432-444-0004-000/5; 2432-444-0003-000/8; 2432-423-0001-030/8 2432-423-0001-020/5
3. LOCATION: 4554 & 4511 South 25th. Street Fort Pierce, FL. 34981 Section 32, Township 35 South, Range 40 East, in St. Lucie County, Florida.
4. APPLICANT: South 25th Street, L.L.C. 2980 South 25th. Street Fort Pierce, FL. 34981 Phone: (772) 464-3537 Fax: (772) 464-9497
5. AGENT: Bobby Klien, P.L. 805 Virginia Avenue, Suite 25 Fort Pierce, FL. 34982 Phone: (772) 409-1133 Fax: (772) 409-1134
6. ENGINEER/SURVEYOR: Culpepper & Terpening, Inc. 2980 South 25th. Street Fort Pierce, FL. 34981 Phone: (772) 464-3537 Fax: (772) 464-9497 F.L. P.E. Reg. No. 24276 F.L. P.S.M. Cert. No. 5556
7. ENVIRONMENTAL CONSULTANT: E.W. Consultants, Inc. 735 Colorado Avenue, Suite One Stuart, FL. 34994 Phone: (772) 287-8771 Fax: (772) 287-2988
8. PLANNER: Houston Cuozzo Group, Inc. 735 South Colorado Avenue, Suite 1 Stuart, FL. 34994 Phone: (772) 221-2128 Fax: (772) 221-0788
9. TYPE OF PROJECT: Residential = P.U.D. Commercial = P.N.R.D.
10. ZONING: Proposed: P.U.D. = Planned Unit Development Existing: AR-1 = Agricultural, Residential
11. LAND USE: Proposed & Existing: RS = Residential Suburban (2 Units per Acre)
12. FLOOD ZONE: ZONE "X" F.I.R.M Map# 12111C0188 F Panel# 120285 Dated: August 19th, 1991
13. MAX. BUILDING ENVELOPE: 70' x 85' (5,950sf) Residential
14. MAX. BUILDING HEIGHT: 40' Above the finished floor elevation (F.F.E.) as established by the SFWMD.
15. GROSS PROJECT SIZE:

Residential Area	68.40 AC.	2,979,536 SF
Non-Residential Area	2.10 AC.	91,278 SF
Total Area	70.50 AC.	3,070,814 SF
Average Lot Size	100' x 130'	

16. PROJECT DENSITY: Allowable Density: (2 Units per Acre)
Total Units Allowable 68 Acres x 2 = 136 Units
Total Units Proposed 58 Units or 0.85 units/acres
17. PARKING:
Single Family Residential will have 2 parking spaces per lot
58 Units x 2 = 116 spaces
Non-Residential parking shall be in accordance with SLCLDC section 7.06.02. as described in table 7-20.
Formula is 1 space per 1000sf of Building Area)

Required (12,000sf/1,000) x 5 spaces	60 spaces
Provided (10' x 18' Min.)	66 spaces
Handicapped Spaces Required (51-75 Total)	3 spaces
Handicapped Spaces Provided (12' x 18' Min.)	4 spaces

18. SITE COVERAGE:

RESIDENTIAL: (Basin=2,979,536 SF)

IMPERVIOUS:	Acreage	Square Footage	Percentage of Basin
Buildings	5.99 AC.	261,000 SF	8.76%
Pavement	2.89 AC.	125,737 SF	4.09%
Misc.*	2.52 AC.	109,714 SF	3.68%
Sub-total	11.40 AC.	496,451 SF	16.17%

NON-RESIDENTIAL: (Basin=91,278 SF)

IMPERVIOUS:	Acreage	Square Footage	Percentage of Basin
Buildings (6,000 SF each)	0.28 AC.	12,000 SF	13.15%
Pavement & misc.	0.82 AC.	35,875 SF	39.30%
Sub-total	1.10 AC.	47,875 SF	52.45%

TOTALS:	Acreage	Square Footage	Percentage of Site
Total Impervious	12.5 AC.	544,326 SF	17.73%
Total Pervious	58.0 AC.	2,526,488 SF	82.27%
Total Site Area	70.5 AC.	3,070,814 SF	100.00%

*RV & Boat Storage and Pedestrian Paths not Included (Pervious)
1. Misc. Impervious area includes driveways, patios, pools, curb, and walks.
2. All numbers are approximate and subject to change through final permitting.

19. OPEN SPACE:
Minimum of 35% of Site for common open space per SLCLDC 7.01.00.

	Acreage
Required (70.50 x 0.35)	24.68 AC.
Provided	
UBT (1-4)	24.64 AC.
TRACTS C-E	2.49 AC.
TRACTS F-H	7.92 AC.
Landscape TRACT 1	0.20 AC.
Total	35.25 AC.

Open Space Compliance: 36.32/70.50 = 50.00%

1. Community area to include passive recreation such as picnic tables, & barbecue areas.
2. All numbers are approximate and subject to change through final permitting.

20. NATIVE UPLAND PRESERVE:
Pre-development native habitat is 52.8 acres.
15% of Native Habitat must be preserved.

	Acreage
Required (52.8 x 0.15)	7.9 AC.
Provided	
UBT-1	3.62 AC.
UBT-2	11.54 AC.
UBT-3	7.19 AC.
UBT-4	2.29 AC.
Total	24.64 AC.

Upland Preserve Compliance: 25.63/52.8 = 46.67%
1. All numbers are approximate and subject to change through final permitting.

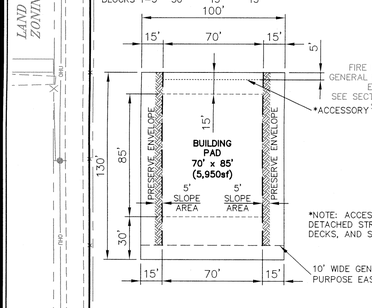
21. DEVELOPMENT SCHEDULE:
Construction to begin: FEBRUARY 2005
Construction to be completed: 180 DAYS
22. BUILDING CONSTRUCTION MATERIALS: ~~Construction materials for the buildings will consist of concrete block on slab foundation with stucco exterior finishes and roofing. All buildings 2 story and above will be fire sprinkled.~~
23. PHASING: All of the improvements will be completed in a single phase for the residential area.
24. UTILITY SERVICE:
Water Service: Ft. Pierce Utilities Authority (FPUA)
Sewage Treatment: Ft. Pierce Utilities Authority (FPUA)
25. SITE DRAINAGE: RESIDENTIAL: The storm water management system will consist of a detention system that will provide both water quality and storm attenuation. Road crown elevations will be set above the 10 year, 1 day storm event and Finished Floor Elevations above the 100 year, 3 day, zero discharge stage. The drainage system shall be designed in accordance with the SFWMD criteria prior to discharge into the North St. Lucie River Water Control District (NSLRWCD) Canal No. 102. Water quality will be designed based on 150% of required volume consistent with discharge into an Outstanding Florida Water (O.F.W.). Discharge rates will be based on pre vs. post run-off and consistent with the South 25th Street Improvement Project.
26. SITE DRAINAGE: NON-RESIDENTIAL: Discharge will be to the South 25th Street Drainage network designed by Inwood Consulting Engineers. Allowable discharge is based on the pre-development discharge incorporated into the South 25th Street design calculations. A half inch of dry pre-treatment will be accomplished by ex-filtration trench.
27. OWNERSHIP: It is intended that the property will be platted in accordance with the St. Lucie County Land Development Code, Section 11.03.00. Common areas will be dedicated to a Property Owner's Association along with road rights-of-way, wetland preserves, and upland buffer areas. The Rights-of-way will include dedication for Utility easements both public and private.
28. NON-RESIDENTIAL: Tract A will be developed as a "Planned Nonresidential Development" (PNRD) area consistent with the provisions of Section 7.03.00 of the St. Lucie County Land Development Code. Final site plans and use restrictions for this area will be identified as part of the Final Planned Development reviews for the Oak Alley Project.
29. TRAFFIC: South 25th Street Improvements shown per St. Lucie County approved construction plans by Inwood Consulting Engineers.

SITE PLAN ADJUSTMENT APPROVED
Approval Date
Approval Doc. & Number

TYPICAL LOT LAYOUT

SCALE: 1"=50'

SETBACKS	FRONT	REAR	SIDE
BLOCKS 1-3	30'	15'	15'



*NOTE: ACCESSORY USES SHALL INCLUDE DETACHED STRUCTURES, POOLS, DECKS, AND SCREEN ENCLOSURES.

*NOTE: FOR ADDITIONAL TYPICAL LOT DETAILS REFER TO PAGE 7 of 7

BY	DATE
REVISED PER MINOR ADJUSTMENT NO. 4	RC 05/29/13

COMPUTER FILE REF.
03-064base minor rev no4.dwg
pud-1.lsh

– REVISIONS –	BY	DATE
REVISED LOTS (-1)	CSM	09/02/05
REVISED ENTRANCE (NARROWER); REVISED SETBACKS	CSM	02/02/06
REVISED SETBACKS & EAST END OF MADEWOOD	CSM	03/27/06
REVISED PER SLC COMMENTS	CSM	05/10/06
REVISED 8' TO 12'; MOVED REC & STORAGE AREA; CHANGED WALL	CSM	06/05/06
REVISED PER MINOR ADJ. #3	MJP	03/20/09

	BY	DATE
DESIGNED	JPT	02/06/06
CALCS.	PPP	06/07/04
DRAWN	CSM	02/06/06
DETAILED		
CHECKED	JPT	06/05/06
APPROVED		

OAK ALLEY

SITE PLAN ADJUSTMENT No. 4

DATE: 05/29/13
HORIZ. SCALE: 1"=100'
VERT. SCALE: N/A
JOB No. 03-064
SHEET 3 OF 7

P:\Proj\2003\03-064 Oak Alley\SLC Minor Adjustment No. 4\03-064base minor rev no4.dwg, 5/29/2013 6:26:14 PM, DWG To PDF.pc3

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

Meeting Date: 01/17/2017

Re: Mandel/Perkins Residence Application for Conditional Use with New Construction, 324 South Ocean Drive

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Review and approval for an application for Conditional Use with New Construction and Design Review, submitted by Property Owners, Paul D Mandel and Diane M Perkins, and representative, William P. Stoddard, Ph.D., P.E., are requesting approval of a Conditional Use with New Construction and Design Review for a single family home seaward of the Coastal Construction Control Line (CCCL), at 324 South Ocean Drive in Fort Pierce, Florida. The property is zoned Hutchinson Island Medium Density (R-4A). The Parcel ID is 2401-501-0026-000-3. (Postponed from January 3, 2017 meeting)

SUMMARY:

- In accordance with Sections 22-66 and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction for a single family home seaward of the Coastal Construction Control Line (CCCL)
- The proposed single family home is located at 324 South Ocean Drive. The proposed property that the single family home is planned to be built on is owned by Paul Mandel and Diane Perkins. The representative overseeing the project is William Stoddard, Ph. D, from Schulke, Bittle & Stoddard, LLC. The subject property is zoned R-4A, Hutchinson Island Medium Density Residential with a Land Use Designation of HIR, Hutchinson Island Residential. The properties to the north, south, and west are zoned R-4A, Hutchinson Island Medium Density Residential. The Atlantic Ocean and Aquatic Zone A-2 is to the east
- At their December 13, 2016 meeting, the Planning Board voted to **approve** the Conditional Use with New Construction and Design Review for a single family home seaward of the Coastal Construction Control Line (CCCL) by a vote of 7-3.
- A total of 85 notifications for the proposed Conditional Use with New Construction and Design Review were mailed to the owners of properties located within 500 feet of the subject property. As of December 20, 2016, no responses have been received. An update will be provided to the City Commission at the public hearing.

RECOMMENDATION:

Approval of a Conditional Use with New Construction and Design Review for a single family home seaward of the Coastal Construction Control Line (CCCL)

ALTERNATIVES:

Approval with Conditions or Denial

RESPONSIBLE STAFF:

Brandon Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Kori Benton, MPA, Senior Planner

Fiscal Impact

OTHER INFORMATION:

It has been noted by the builder that this house will be built at a cost between $1.2 million and $1.4 million. The estimated tax revenue from this development would be between $20,000 to $30,000. The City of Fort Pierce would share any tax revenue with St. Lucie County.

Attachments

Staff Report to the City Commission
City Code References to the Staff Report
Civil Plans Updated 12-16-16
Architectural Drawings Updated 12-16-16
Modern Style Rendering
Mandel/Perkins Residence Aerial
CCCL Overlay
Mandel/Perkins Residence Zoning

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	12/27/2016 10:28 AM
Form Started By: Brandon Creagan		Started On: 12/20/2016 05:05 PM
Final Approval Date: 01/04/2017		

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, P.E., City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Conditional Use with New Construction and Design Review**
Mandel/Perkins Residence
324 South Ocean Drive

DATE: December 20, 2016

STAFF REPORT

Property Owner/Applicant: William P. Stoddard, Ph.D., P.E.
1717 Indian River Blvd., Suite 201
Vero Beach, FL 32960

Representative: Paul D Mandel and Diane M Perkins
6801 E Cypresshead DR
Parkland, FL 33067

Requested Action: Approval of a Conditional Use with New Construction and Design Review for a single family home seaward of the Coastal Construction Control Line (CCCL)

Site Location: 324 South Ocean Drive

Parcel ID: 2401-501-0026-000-3

Parcel Size: .13 acres

Current Zoning: R-4A, Hutchinson Island Medium Density Residential

Future Land Use: HIR, Hutchinson Island Residential

Surrounding Zoning:

North	East	South	West
R-4A	Ocean/A2	R-4A	R-4A

Staff Analysis:

In accordance with Sections 22-66 and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction for a single family home seaward of the Coastal Construction Control Line (CCCL)

The proposed single family home is located at 324 South Ocean Drive. The proposed property that the single family home is planned to be built on is owned by Paul Mandel and Diane Perkins. The representative overseeing the project is William Stoddard, Ph. D, from Schulke, Bittle & Stoddard, LLC. The subject property is zoned R-4A, Hutchinson Island Medium Density Residential with a Land Use Designation of HIR, Hutchinson Island Residential. The properties to the north, south, and west are zoned R-4A, Hutchinson Island Medium Density Residential. The Atlantic Ocean and Aquatic Zone A-2 is to the east

The site is seaward of the Coastal Construction Control Line (CCCL), therefore the proposed construction requires authorization of a Conditional Use to advance for permitting. The Florida Department of Environmental Protection (FDEP) regulates the seaward most limits for construction, and will review the final proposal according to established coastal construction guidelines. The seaward most limits depend on the existing line of construction in the immediate area, the landward toe of the frontal dune, and the landward limits of the projected 30-year erosion.

The lot is .13 acres in size or 5,555 square feet. Additionally the lot is only 55 feet wide, which would make this lot a non-conforming lot because it does not conform to the minimum lot width of 60 feet as specified in City Code section 22-27.1 (1) (g.). With that said, the lot becomes buildable and a conforming lot because of City Code section 22-100. This section specifies that in an R-4A zoning district, a single family home can be built if a lot of record exists which could be lawfully used, if the lot is no longer permissible for any use under the terms of this chapter relating to lot size, if the entire contiguous land holdings in single ownership have not decreased, other than due to eminent domain proceedings, since the lot became nonconforming, and if the use satisfies other requirements of this chapter.

Design & Height

The architectural style of the home reflects a contemporary design typified by sharp lines, fixed glass, and warm colors. The proposed height of the structure is 45 ft., to comply with City Code section 22-16(a)(3)b. guiding height within the South Beach Overlay District, for a single-family home in the R-4A zoning district. In the South Beach Overlay District, the height of a structure is not determined by measurement from existing grade, but rather from the FEMA Base Flood Elevation. Additionally the structure contains architectural features and equipment that are non-habitable, such as a parapet wall which extends past the 45 ft. mark. This feature is measured at an additional 4.33 ft., and pursuant to City Code section 22-16 (d)(2) , is within the allowable extension of 9 ft., or up to 20 beyond the maximum allowable height for appropriate features.

The proposed single family home will have a front yard setback of 24.35ft. Pursuant to City Code section 22-27.1, the minimum depth of the front yard shall be twenty-five (25) feet for a single family home. Pursuant to City Code section 22-91, the proposed structure is eligible for a front setback reduction. There is a building on one abutting lot which is within one hundred (100) feet of the lot, and this building has a front yard of less than the required depth for the zone. The front yard for the lot may not exceed a depth halfway between the depth of the front yard of the abutting lot and the required front yard depth. The structure(s) abutting the site, to the south, rest with a setback distance of 23.69 ft., allowing for a split reduction for the proposed structure.

The proposed design seeks to integrate a defined entry porch, which doubles as a balcony, that projects no greater than six (6) feet into the front yard as authorized by City Code section 22-59 (g) (2.) (d.) Side and rear setbacks are consistent with the R-4A district dimensional standards.

Lighting & Landscaping

The outside lighting for the proposed structure will consist of fifteen (15) 3W LED Amber lights that will be located on the beachside of the property. The proposed beachside lighting shall be in full compliance with City Code 5-375 (Lighting on the Beach). City Code section 5-375 provides for the protection of sea turtles and sea turtle hatchlings in regards to lights effect on the ability of sea turtles to reach the sea. Any light that can be seen from the beach has the potential of disorienting sea turtles and preventing them from reaching the sea. The Code specifies that lighting shall be mounted as low as possible and lights shall be shielded. These two specifications help to prevent visible light from the beach. Aside from the fifteen (15) beachside lights, there will also be six (6) landward and two (2) shore perpendicular lights.

The landscape plan indicates that a minimum of four (4) Sabal Palmetto trees will be planted in the front yard of the proposed structure. This complies with City Code 22-186 that specifies; a minimum of four (4) trees must exist or be planted on each developed lot where either a single-family residence or two-family residence is the principal structure. Currently there is one (1) Royal Palm tree located within the state road A1A right-of-way that is in conflict with the proposed driveway construction. Pursuant to City Code 22-194 (d) (5) (Tree Protection and Mitigation), if property being developed is not suitable for on-site mitigation, the trees must be planted on City of Fort Pierce public land at the applicants expense. The applicant has agreed to pay for the mitigation of the trees to city public land and will contact the City of Fort Pierce Public Works department to make arrangements.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed single family home based on compliance with the requirements of the City Code. The Fort Pierce Code Enforcement, Engineering, and Planning departments submitted comments and the applicant has since corrected and modified the plans, resubmitting them to the Planning department. The comments from the Building department will be addressed prior to obtaining a Certificate of Occupancy. There were also comments from the St. Lucie County Surveyor, FPUA Electric and FPUA Water/Wastewater. The comments generated are attached for review by the Board.

Planning Board:

At their December 13, 2016 meeting, the Planning Board voted to **approve** the Conditional Use with New Construction and Design Review for a single family home seaward of the Coastal Construction Control Line (CCCL) by a vote of 7-3.

Property Owner Response Summary:

A total of 85 notifications for the proposed Conditional Use with New Construction and Design Review were mailed to the owners of properties located within 500 feet of the subject property. As of December 20, 2016, no responses have been received. An update will be provided to the City Commission at the public hearing.

Staff Comments:

The proposed single family home meets the requirements of the City Code, and is in compliance with the guidance of the City's Comprehensive plan. Staff recommends that the City Commission **approve** the Conditional Use with New Construction and Design Review, seaward of the CCCL, for the Mandel/Perkins Residence at 324 S. Ocean Drive.

Sec. 5-375. - Lighting on beach

(a) *Purpose.* This section is intended to provide for the protection of sea turtles and sea turtle hatchlings. It is found and determined that light which is visible from any point standing on the beach has the potential of disorienting sea turtles and preventing them from reaching the sea. The standards set forth in this section are to be interpreted liberally to provide for the adequate protection of such sea turtles and are effective during the sea turtle nesting and hatching season from March first through October 31.

(b) *Regulations; standards.* The following regulations and standards shall apply to beach front lighting within the city limits:

(1) Existing exterior artificial light fixtures shall be mounted as low as feasibly possible, shielded or replaced with alternative fixtures and lamps so that the source of light is not directly visible from the beach and does not directly or indirectly illuminate areas seaward of the primary dune. Traditional light bulbs should be replaced with alternate light sources including, but not limited to, low pressure sodium lamps, true amber or red LED lights, or low wattage fluorescent bulbs (seven (7) watts or less).

(2) For structures built prior to 2008, existing interior lights shall be shielded by window tint, shades and/or blinds that fully eliminate visible light on all windows and glass doors visible from any point on a nesting beach, including any side of the structure. Such blinds or shades shall be drawn after dark to completely cover windows visible from the beach. If the owner of such structure is found guilty of a repeat violation of this section, the enforcing authority may require that window tinting be installed.

(3) Site/building plans for new construction shall incorporate exterior and interior lighting designs that are fully compliant with standards for existing lighting. Building plans must include tinted glass or window film for all windows and glass doors visible from any point on a nesting beach, including the sides of the structure. Tinting/film must meet a transmittance value of forty-five (45) per cent or less (amount of light visible from inside to outside).

(4) Lighting standards shall apply to all newly installed or replacement exterior and interior light fixtures, both public and private, in direct line-of-sight of the beach.

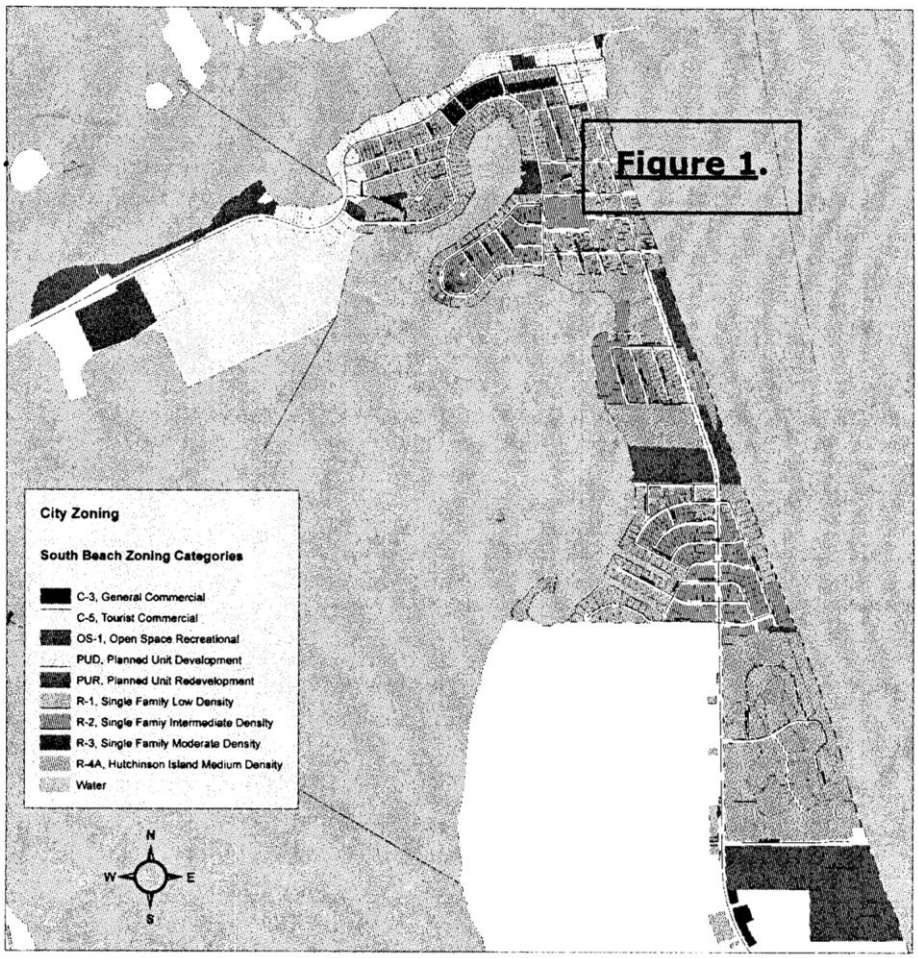
(Ord. No. L-79, § 2, 4-20-09)

Sec. 22-16. - Designation of overlay districts

The city's overlay zoning districts stipulate special provisions that, along with the provisions of the basic zoning district and other ordinance regulations, govern the use of property within the city limits.

(a) *South Beach Overlay District.*

(1) *Applicability and purpose.* The purpose of the South Beach Overlay District is to promote good planning and site design that produces quality development that is functional, an asset to the community and in keeping with the general character of South Hutchinson Island. By way of this overlay district, the city seeks to preserve, protect and enhance the unique barrier island environment through regulation of development and redevelopment of lots within the district.



SOUTH BEACH OVERLAY DISTRICT

The standards allow for and promote design integration of the man-made improvements to the land with the natural elements of the land. All new development and changes to existing development in the district that require site plan or building permit approval are subject to the overlay district requirements in addition to other applicable regulations in this Code.

Due to ever-accumulating knowledge about the dynamics of a barrier island community, and new and better information about site design, the city's land development regulations will be monitored and reviewed on an on-going basis in order to assess their reasonability and effectiveness in promoting these purposes.

(2) *Delineation of the district.* The South Beach Overlay District includes all parcels designated in the shaded area as indicated in Figure 1. The boundary of the South Beach Overlay District shall be deemed to automatically adjust pursuant to any annexation approval on South Hutchinson Island.

(3) *District regulations.*

a. *Density.*

1. *Residential.* Residential density shall be based on the requirements of the underlying zoning district except that in no instance shall residential density in the South Beach Overlay District exceed eight (8) units per acre.

2. *Non-residential.* Non-residential density shall be based on the requirements of the underlying zoning district.

3. *Mixed use.* The residential component of a mixed use development shall not exceed eight (8) units per acre. The non-residential component of a mixed use development shall be based on the requirements of the underlying zoning district while factoring the affect and impacts of the residential component on the site.

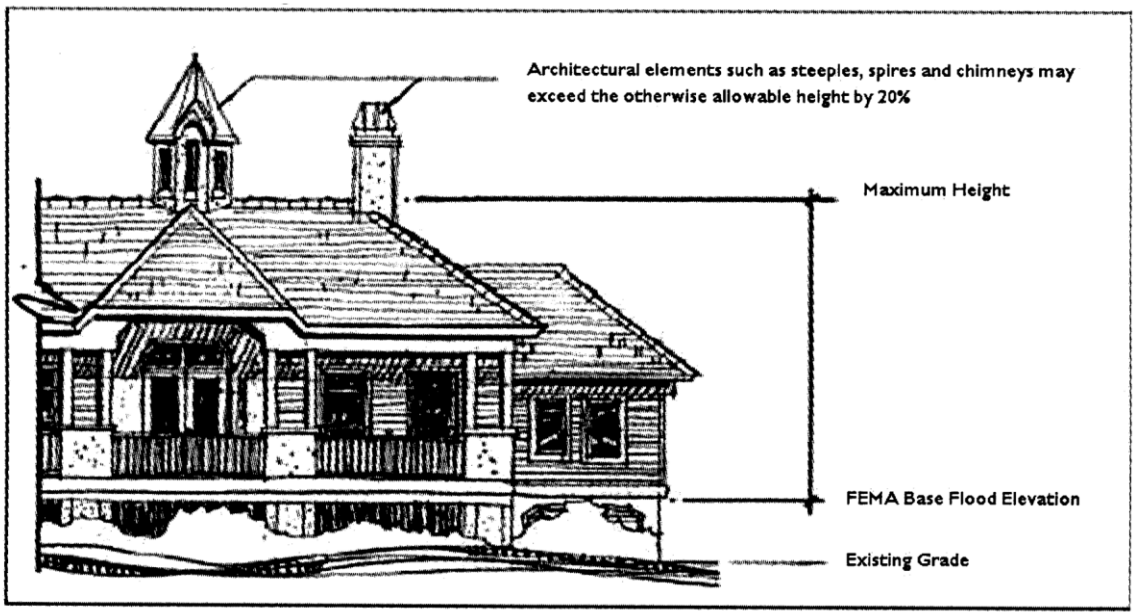
b. Height.

	OS-1	R-1	R-2	R-3	R-4A	C-3	C-5
Maximum height							
- Single family	-	28'	28'	28'	45'	-	-
- Duplex	-	-	-	28'	45'	-	-
- Triplex	-	-	-	-	45'	-	-
- Quadraplex	-	-	-	-	45'	-	-
- Multifamily	-	-	-	-	45'	45'	45'
- Other	35'	28'	28'	28'	45'	45'	45'
1. Maximum height may be extended up to 35' in the R-1, R-2 and R-3 zoning districts subject to conditional use approval.							
2. No habitable space is permitted above the maximum height specified in the zoning district.							
Not to Exceed							
- Single family	-	-	-	-	-	-	-
- Duplex	-	-	-	-	-	-	-
- Triplex	-	-	-	-	-	-	-
- Quadraplex	-	-	-	-	-	-	-
- Multifamily	-	-	-	-	4 stories	4 stories	4 stories

- Other	-	-	-	-	4 stories	4 stories	4 stories

c. *Calculation of height.*

1. Maximum structure height shall be calculated from the established FEMA Base Flood Elevation to the highest point of the roof excluding non-habitable architectural design elements of the structure.



MAXIMUM STRUCTURE HEIGHT

2. The height of fences shall be measured from preconstruction grade.

d. *Height in excess of maximum.*

1. Equipment including, but not limited to, satellite dishes and heating and air conditioning equipment may be installed on top of buildings provided that the equipment is screened from horizontal view.

2. Non-habitable architectural elements that contribute stylistically to the building including, but not limited to, bulkheads, parapet walls, false fronts, cupolas, steeples, spires, and chimneys may exceed the maximum height requirement by 20 per cent.

e. *Design standards.*

	Standards
1. Single-family residential	None.
2. Multifamily	a) Architectural integrity and compatibility with nearby existing buildings both on- and

and non-residential	off-site shall be demonstrated. Architectural considerations shall include building siting, massing, proportion, scale, materials, colors, details, facade treatments, fenestration, parapets, site features, lighting and signage. The openness of ground floor facades and view corridors which face pedestrian utilized roadways, circulation routes or waterways shall be maximized to promote pedestrian activity and increase visibility of activity from the interior of the buildings.
	b) The form of buildings and its architectural details should be designed to create visual interest at the street level using techniques such as incorporating porches, staggering the frontage of the buildings, recessing doors and windows, providing display windows, providing awnings and canopies for weather protection and scale, and visually extending interior spaces outside through paving and glazing.
	c) Site and architectural design features shall substantially advance design standards reflected in local precedents or regional buildings. These may include traditional Mediterranean, Key West, Mission, Prairie, Streamlined Art Deco or Mid-Century Modern architecture or other appropriate architectural design compatible with the Florida tropical climate. Materials and colors should be selected to unify the building appearance and fit into the pedestrian realm.
	d) Development along the city's waterfront shall maximize opportunities for public access to the water and facilitate connectivity with adjoining waterfront properties to establish an improved public promenade.

(Ord. No. K-441, § 1, 1-16-07; Ord. No. L-215, § 1, 7-5-11; Ord. No. L-291, § 1, 6-17-13)

Sec. 22-27.1. - Hutchinson Island Medium Density Residential Zone (R-4A)

(a) *Purpose.* It is the purpose of this section to establish height and density regulations for lands located within the city which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is a sensitive barrier island which presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

(b) *Basic use standards.* Uses in an R-4A zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area for a single-family dwelling shall be five thousand (5,000) square feet.

b. The minimum lot area for a townhome dwelling lot shall be one thousand five hundred (1,500) square feet.

c. The minimum lot area for a duplex, triplex or a quadraplex shall be five (5,000) square feet per unit.

d. Multifamily housing developments will utilize a lot with a gross density that shall not exceed eight (8) units per acre.

e. The minimum lot width for duplexes, triplexes, quadraplexes and multifamily housing developments shall be seventy-five (75) feet.

f. The minimum lot width for townhome developments shall be two hundred (200) feet. Townhome developments shall be subdivided into a minimum lot width of sixteen (16) feet and maximum lot width of twenty-four (24) feet.

g. The minimum lot width for other uses shall be sixty (60) feet.

h. The minimum lot depth for duplexes, triplexes and multifamily housing developments shall be ninety (90) feet.

i. The minimum lot depth for townhome development shall be ninety (90) feet.

j. The minimum lot depth for other uses shall be seventy (70) feet.

(2) *Yards.*

a. The minimum depth of the front yard for townhome developments will be ten (10) feet. The minimum depth of the front yard for other uses shall be twenty-five (25) feet.

b. The minimum depth of the side yards for triplexes, quadraplexes and multifamily developments shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

c. The minimum depth of the side yards on the periphery of the townhome developments shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet. The minimum depth of the side yard between individual townhome units or lots shall be zero (0) feet.

d. The minimum depth of the side yards for other uses shall be six (6) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

e. The minimum depth of the rear yard shall be twenty (20) feet for triplexes, quadraplexes and multifamily developments.

f. The minimum depth of the rear yard for townhome lots that abut an alley shall be zero (0) feet. The minimum depth of the rear yard for townhome lots with all other conditions shall be fifteen (15) feet.

g. All other uses: The minimum depth of the rear yard shall be fifteen (15) feet for a distance equal to thirty (30) per cent of the length of a line which is parallel to the rear lot line, is fifteen (15) feet from the rear lot line and extends to the closest property lines. The minimum depth of the rear yard for the remainder of the lot will be five (5) feet, except on double-frontage and waterfront lots it shall be fifteen (15) feet.

h. The minimum distance between residential buildings shall be twenty (20) feet except that screen porches located on the ground floor may project into the minimum distance, and except that screen porches in owner occupied condominium projects that maintain a minimum building separation of twenty-eight (28) feet or more may be enclosed with glass. The maximum combined projection between two (2) or more buildings shall be eight (8) feet.

(3) *Lot coverage.*

a. Buildings in multifamily housing developments shall not cover more than forty-five (45) per cent of the lot area.

b. Buildings for principal residence in townhome developments and townhome dwelling lots shall not cover more than fifty (50) per cent of the lot area. Accessory buildings may cover an additional fifteen (15) per cent of the building site.

c. Buildings in other developments shall not cover more than forty (40) per cent of the lot area.

(4) *Buildings heights.* No building shall exceed forty-five (45) feet above grade.

(5) *Density.* Unless otherwise provided, densities on land within the city situated east of the Indian River may not exceed eight (8) units a gross acre, other provisions of this chapter notwithstanding. However, upon application in the manner provided for by section 22-58, the commission may allow one additional density bonus for landscaping, for a maximum allowable addition of one (1) density bonus unit per acre upon consideration by the commission of their compatibility with the natural features of the area and surrounding development and the availability of supporting infrastructure. The application shall demonstrate compliance with each of the following criteria depending upon the categories for which density bonuses are sought:

a. *Landscaping.*

1. Landscape area requirements as specified in section 22-59 shall be increased by twenty (20) per cent;

2. Landscape tree planting requirements as specified in section 22-59 shall be increased by twenty (20) per cent;

3. Minimum height levels of required trees at time of planting, as specified in subsection 22-59(b)(3)b.1. shall be increased by fifty (50) per cent;

4. Landscape irrigation/sprinkler systems shall be installed;

5. All plant species must be salt tolerant and meet with the approval of the director of development. An approved species list may be obtained from the director of development.

(6) *Additional requirements dwelling, townhome.*

a. *Ownership:* One hundred (100) per cent of the total lot area shall be the minimum area conveyed to the lot owner, including the front yard, back yard and side yard. A homeowners maintenance shall be formed among the unit owners to assure compliance with exterior area maintenance regulations as may be adopted by the association.

b. *Common Area:* Any portion of the original lot not divided among and incorporated into the resulting individual townhome dwelling unit lots shall be held by either of the following or a combination of the following. Each lot owner shall have an undivided interest in the common area, which shall be appurtenant to that lot. The individual interest in the common areas shall not be conveyed separately from the ownership of the said lot; or, a property owners association (POA).

c. *Parking:* Two (2) parking spaces per dwelling units shall be provided for townhome developments and shall be side-by-side parking and not in-line tandem parking. No off-street parking spaces shall be located between the front of the principal residence and the front property line.

d. *Access:* When townhome lots abut an alley, the site plan shall include provisions to utilize the alley as a service corridor for the townhome units. When townhome lots do not abut an alley, the site plan shall include a twenty-foot-wide, unobstructed service corridor along the rear of the properties which shall be dedicated to service use. Garages, surface parking and garbage pickup shall be accessed and accommodated by the service corridor.

e. *Yards:* Front yards of townhome units shall include a porch, stoop or covered entry. Rear yards shall be enclosed by a building wall or garden wall.

(c) *Other applicable use standards.*

(1) All multifamily housing developments with twenty (20) or more dwelling units shall be subject to site plan review procedures specified in section 22-58.

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter, except that buildings not on double-frontage lots may be in the rear yard if they are at least five (5) feet from the rear lot line.

(3) On any lot used for residential purposes, other than a multifamily housing development, no more than one (1) residential building will be allowed on the lot, except one (1) building without kitchen facilities may be allowed as a guest house.

(4) Every lot shall abut a street other than an alley for at least twenty-five (25) feet, except the minimum frontage for a lot on a cul-de-sac shall be fifteen (15) feet, or the minimum frontage for a townhome development shall be sixteen (16) feet.

(5) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(6) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61.

(7) Conditional uses will meet the requirements in sections 22-74 through 22-86.

(8) Signs will comply with standards referred to in section 22-55.

(9) All other applicable ordinance requirements will also be satisfied.

(Ord. No. I-461, § 1, 6-3-91; Ord. No. I-469, §§ 1—4, 7-15-91; Ord. No. J-29, §§ 12-14, 12-7-92; Ord. No. K-24, § 6, 8-21-2000; Ord. No. K-148, § 3, 4-15-02; Ord. No. K-464, § 3, 11-18-06; Ord. No. L-73, § 1, 1-5-09; Ord. No. L-295, § 9, 11-4-13)

Editor's note— Ord. No. I-461, § 1, adopted June 3, 1991, amended this chapter by adding provisions designated as § 22-27A, said provisions have been included herein as § 22-27.1., at the discretion of the editor, in conformance with the numbering system of this Code as stated in the Preface.

Cross reference— Imposition land use fees for issuance of building permits on Hutchinson Island, § 5-4.

Sec. 22-59 (g)(2)(d.). - Design review

(g)

(2) *Entrances.*

d. Porches shall have a minimum depth of six (6) feet and may encroach up to six (6) feet into the front yard (setback), or into a side yard that abuts a public right-of-way or public space.

(Ord. No. K-497, § 1, 7-16-07; K-497, §, 7-16-07)

Sec. 22-66. - Coastal construction control line

No construction is permitted on the seaward side of the coastal construction control line in any zoning district except for navigational structures, private and semi-public water-dependent recreational uses and water-dependent public uses. Any other construction shall be approved in the form and manner provided for by Chapter 22, Article V, Conditional Uses, of this Code of Ordinances and otherwise shall conform with all other applicable ordinance requirements. The coastal construction control line is that certain line designated by the department of natural resources or its successor agency in accordance with section 161.053, Florida Statutes.

(Ord. No. H-186, § 30-66, 6-15-81)

Sec. 22-76. - Procedure for the review and approval of conditional uses

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

(Ord. No. H-186, § 30-76, 6-15-81)

Sec. 22-91. - General exceptions to yard requirements

The following exceptions to yard requirements are authorized for a lot in any zone.

(1) If there are buildings on both abutting lots which are within one hundred (100) feet of the intervening lot, and the buildings have front yards of less than the required depth for the zone, the depth of the front yard for the intervening lot need not exceed the average depth of the front yards of the abutting lots.

(2) If there is a building on one abutting lot which is within one hundred (100) feet of the lot, and this building has a front yard of less than the required depth for the zone, the front yard for the lot need not exceed a depth halfway between the depth of the front yard of the abutting lot and the required front yard depth.

(Ord. No. H-186, § 30-91, 6-15-81)

Sec. 22-100. - Nonconforming lots

If, at the effective date of adoption or amendment of this chapter, a lot of record exists which could be lawfully used for some purpose and the lot is no longer permissible for any use under the terms of this chapter relating to lot size, and if the entire contiguous land holdings in single ownership have not

decreased, other than due to eminent domain proceedings, since the lot became nonconforming, and if the use satisfies other requirements of this chapter, then such lot:

(1) If located in an E-1, R-1, R-2, R-3, R-4, R-4A or R-5 district may be used for a single-family dwelling except mobile home; provided, however, that this section shall not apply to any such lots which immediately adjoin other such lots and which are under common ownership and capable of being replatted so as to create one or more lots which may be used for some purpose after the effective date of adoption or amendment of this chapter; or

(2) If located in a nonresidential district may be used for any use allowed in the district.

(Ord. No. H-186, § 30-100, 6-15-81; Ord. No. K-419, § 1, 4-17-06)

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 perimeter of the foundation. Shrubs used to meet the requirements of this section shall be a minimum of thirty-six (36) inches in height when planted. Hedges shall be planted and maintained so as to form a thirty-six-inch or higher continuous, unbroken, solid screen at time of planting. Stone wall foundations may be used in place of landscaping.

(2) A minimum of four (4) trees must exist or be planted on each developed lot where either a single-family residence or two-family residence is the principal structure. Existing trees must be a species that are acceptable to the department, located away from utility conflicts and in good health. Trees to be planted must be of a variety compatible with the existing soil and drainage conditions and must be provided with adequate water and fertilizer to encourage long term growth. Trees should be planted in locations so as not to present a potentially dangerous condition or interfere with existing structures or utilities at maturity.

(3) Residential lots must either be fully grass-covered or provided with a combination of grass cover and landscape for the entire ground area, except for permitted, impervious surfaces such as sidewalks, patios, and driveways. Landscaping shall comply with section 22-187, General landscaping requirements, as applicable.

(4) Public right-of-way which abuts property on which either a single-family residence or a two-family residence is the principal structure must be sodded by the owner to the back of the curb or edge of the pavement, whichever is applicable. Trees shall be planted, as determined by the department, either on the public right-of-way or land adjacent to the public right-of-way so as to serve as shade for sidewalks and contribute to the streetscape design of the adjoining roadway.

(Ord. No. K-126, § 4, 1-22-02)

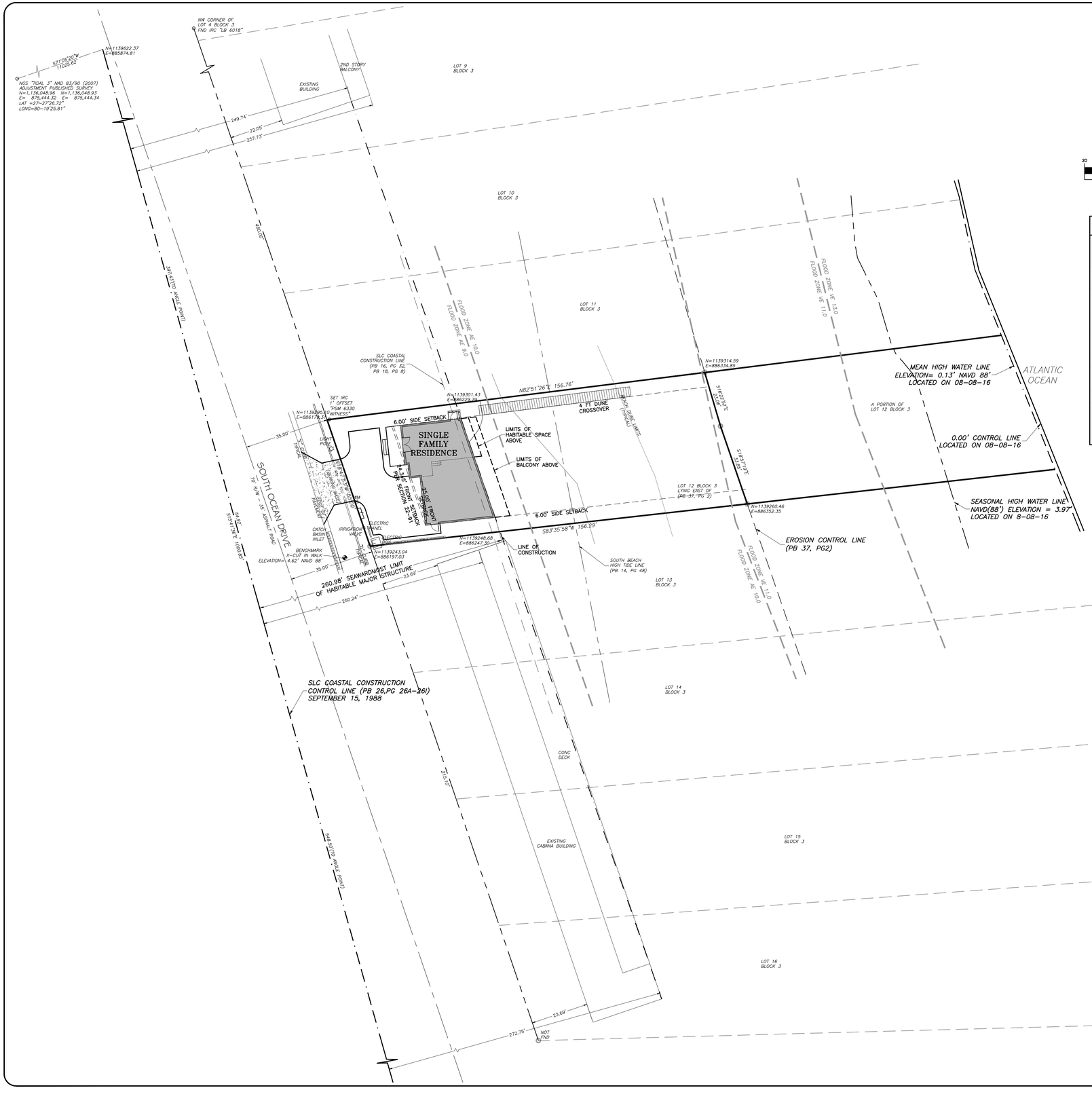
Sec. 22-194 (d)(5). - Tree protection and mitigation

(d) Mitigation shall be required for the loss of any native tree at least fourteen (14) inches DBH (except for palms which shall have a minimum clear trunk of ten (10) feet) and shall include the following:

(5) When the property being developed is not suitable for on-site mitigation, the applicant's plan, may, with city approval, provide for use of a site on city public lands providing that the applicant furnishes all necessary services incident to such mitigation on public property, including but not limited to funding of plant materials and labor. Alternatively, the applicant may contribute a fee established by the city commission by resolution per inch DBH required for mitigation to the city

to be used by the city for acquisition, maintenance or planting of native trees on publicly owned lands. Any such monies contributed in satisfaction of the applicant's mitigation requirement shall be placed in a specially designated fund entitled the City of Fort Pierce Tree Preservation Funds, the use of which is limited as provided in this section.

(Ord. No. K-126, § 4, 1-22-02; Ord. No. L-86, § 7, 7-20-09)



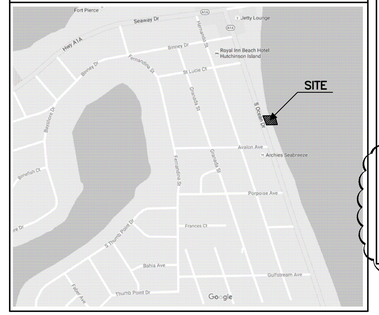
North

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SITE MAP



PROJECT DATA

OWNER/APPLICANT	PAUL D. MANDEL (TR) & DIANE M. PERKINS (TR) 6801 E CYPRESSHEAD DRIVE PARKLAND, FL 33067
ENGINEER/AGENT	SCHULKE, BITTLE & STODDARD, L.L.C. 1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FL 32960 (772) 770-9622
SURVEYOR	ALEXANDER J. PIAZZA PSM, INC 619 SW BILTMORE STREET PORT ST. LUCIE, FL 34983 (772) 340-7770
SITE ADDRESS	324 SOUTH OCEAN DRIVE ST. LUCIE COUNTY, FLORIDA
PARCEL ID#	2401-501-0026-000-3
F.I.R.M. PANEL	12111C0183 J FEBRUARY 16, 2012
FLOOD ZONES	AE 9', AE 10', VE 11' & VE 13'
ZONING	R-4A

	REQUIRED R-4A	PROPOSED
LOT SIZE	5,000 SF	8,579 SF
LOT WIDTH	60'	55' (MIN)
YARD SETBACKS:		
FRONT (WEST)	25'	24.35'*
REAR (EAST)	15'	100.00'
SIDE (NORTH)	6'	6.03'
SIDE (SOUTH)	6'	6.04'
BLDG. HEIGHT	45'	42.08'

*FRONT YARD SETBACK: (SOUTH ADJACENT PROPERTY + 25 FT SETBACK)/2 = 48.69 FT/2 = 24.35 FT

AREAS:

BUILDING FOOTPRINT	1,191 SF
DRIVEWAY/HARDSCAPE	946 SF
TOTAL IMPERVIOUS AREA	2,137 SF

CONSTRUCTION SCHEDULE:
COMMENCE: DECEMBER 2016
COMPLETE: JANUARY 2017

AREA CALCS:

LIVING-1ST FLR:	506 S.F.
LIVING-2ND FLR:	1,233 S.F.
LIVING-3RD FLR:	1,233 S.F.
LIVING-4TH FLR:	444 S.F.
TOTAL LIVING:	3,416 S.F.
GARAGE:	626 S.F.
ENTRY PORCH:	98 S.F.
COVERED BALCS:	312 S.F.
ROOF DECK:	944 S.F.
UNCOVERED BALC:	131 S.F.
TOTAL:	5,527 S.F.

** Calculations per James Gilgenbach Architecture & Planning

MARK	REVISION	DATE
1	REVISIONS PER COMMENTS	11/21/2016
2	REVISIONS PER COMMENTS	12/2/2016
3	REVISIONS PER COMMENTS	12/16/2016

DRAWING 1692SITE
DESIGNED W.P.S.
DRAWN K.M.B.
CHECKED W.P.S.
SCALE 1"=20'
DATE 10/24/2016

THE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE USED IN WHOLE OR IN PART, OR ALTERED IN ANY WAY, WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THESE PLANS ARE AS INSTRUMENTS OF SERVICE ARE NOT TO BE USED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER UNAUTHORIZED BY THE ARCHITECT AND ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772.770-9622 FAX 772.770-9496 EMAIL info@sbsengineers.com

OVERALL SITE PLAN

PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C1

PROJECT NO.
16-092

North

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

LOT 10 BLOCK 3

LOT 11 BLOCK 3

FLOOD ZONE AE 10.0
FLOOD ZONE AE 9.0

FLOOD ZONE VE 13.0
FLOOD ZONE VE 11.0

SLC COASTAL CONSTRUCTION LINE (PB 16, PG 32, PB 18, PG 8)

N82°51'26"E 156.76'

RAMP DECK TO PROPOSED GRADE 1V:20H

4 FT DUNE CROSSOVER

RAMP DECK TO EXISTING GRADE 1V:20H

DECK TO BE NO GREATER THAN 24" ABOVE EXISTING GRADE

BEACH (FROM LIMITS (TYPICAL)

STACKED ROCK RETAINING WALL

TO BE TIED INTO ROOF DRAIN SYSTEM

TOW 10.50

LIMITS OF OVERHANG ABOVE

8.00

6.00' SIDE SETBACK

EXISTING ROYAL PALM TO REMAIN

4' WIDE EXFILTRATION TRENCH

SINGLE FAMILY RESIDENCE
FIRST FLOOR 9.08 NAVD
SECOND FLOOR +18.40 NAVD
THIRD FLOOR 31.06 NAVD
FOURTH FLOOR 43.72 NAVD

28.09'

42.00'

GARAGE FLOOR 7.25 VARIES 7.25 TO 7.49 NAVD

LIMITS OF HABITABLE SPACE ABOVE

LIMITS OF BALCONY ABOVE

100.00'

EXISTING ROYAL PALM TO BE RELOCATED AT PROPERTY OWNERS EXPENSE. COORDINATE WITH CITY OF FT. PIERCE PUBLIC WORKS DEPT

URBAN FLARED TURNOUT FDOT INDEX #515

SOUTH OCEAN DRIVE

SANDSET PAVER DRIVEWAY

EXISTING BACKFLOW PREVENTER

IRRIGATION VALVE

ELECTRIC PANEL

EXISTING CONC WALK

CATCH BASIN INLET

CONNECT TO EXISTING DRAINAGE

EXISTING ROYAL PALM TO REMAIN

BENCHMARK
X-CUT IN WALK
ELEVATION= 4.62' NAVD 88'

260.98' SEAWARDMOST LIMIT OF HABITABLE MAJOR STRUCTURE

250.24'

SLC COASTAL CONSTRUCTION CONTROL LINE (PB 26,PG 26A-26I) SEPTEMBER 15, 1988

DENOTES 8X16 SMART VENT FLOOD VENT ONE 8X16 SMART VENT EQUIVALENT TO 200 SQ IN EA VENT, (4) TOTAL REQUIRED

S83°35'58"W 156.29'

EROSION CONTROL LINE (PB 37, PG2)

LINE OF CONSTRUCTION

SOUTH BEACH HIGH TIDE LINE (PB 14, PG 48)

MEAN HIGH WATER LINE ELEVATION= 0.13' NAVD 88' LOCATED ON 08-08-16

SEASONAL HIGH WATER LINE NAVD(88') ELEVATION = 3.97' LOCATED ON 8-08-16

0.00' CONTROL LINE LOCATED ON 08-08-16

ATLANTIC OCEAN

A PORTION OF LOT 12 BLOCK 3

LOT 12 BLOCK 3 LYING EAST OF (PB 37, PG 2)

LOT 13 BLOCK 3

LOT 14 BLOCK 3

A C3

A C3

REVISION		DATE
MARK		
1	REVISIONS PER COMMENTS	11/21/2016
2	REVISIONS PER COMMENTS	12/2/2016
3	REVISIONS PER COMMENTS	12/16/2016

DRAWING	16092SITE
DESIGNED	W.P.S.
DRAWN	M.B.
CHECKED	W.P.S.
SCALE	1"=10'
DATE	10/24/2016

THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER AND ARE NOT TO BE USED IN WHOLE OR IN PART, FOR ANY PROJECT OTHER THAN AS SPECIFICALLY PREPARED FOR. THEY ARE TO BE RETURNED UPON REQUEST OF THE ENGINEER. UNAUTHORIZED USE OF THESE PLANS WILL BE PURSUED TO THE FULLEST EXTENT OF THE LAW.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
1717 INDIAN RIVER BLVD. SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772.770.9622 FAX 772.770-9486 EMAIL info@sbsengineers.com

SITE PLAN

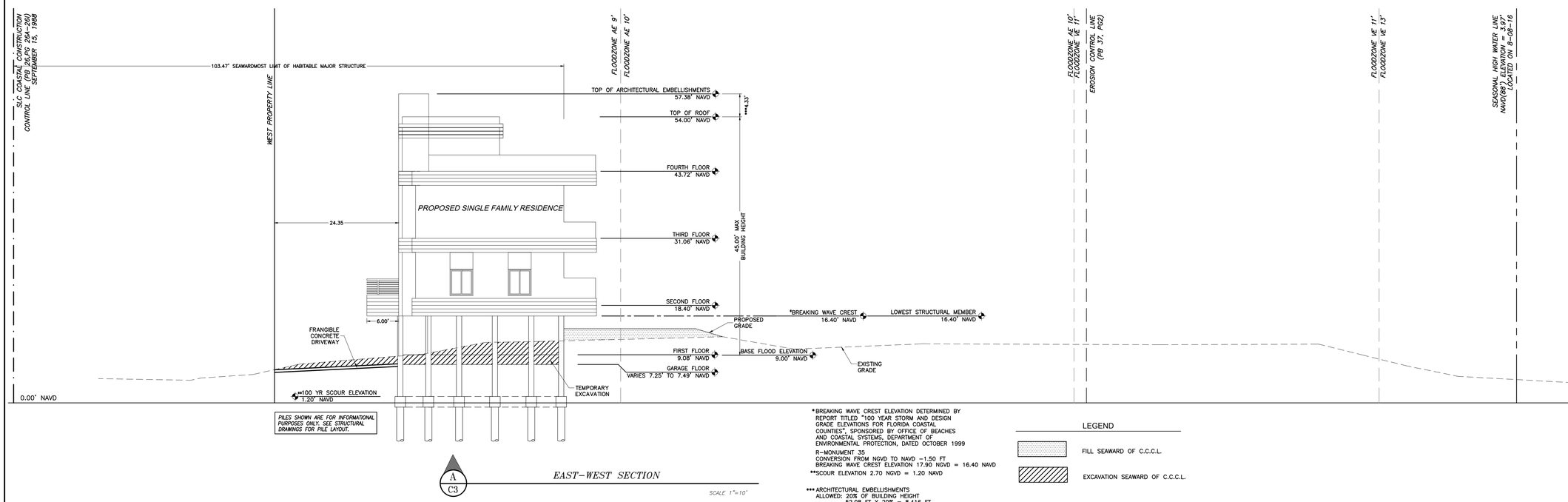
PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
- ☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
- ☐ JOSIAH B. BITTLE FL. REG. NO. 57396
- ☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C2

PROJECT NO.
16-092



A C3 *EAST-WEST SECTION*

SCALE 1"=10'

*BREAKING WAVE CREST ELEVATION DETERMINED BY REPORT TITLED "100 YEAR STORM AND DESIGN GRADE ELEVATIONS FOR FLORIDA COASTAL COUNTIES", SPONSORED BY OFFICE OF BEACHES AND COASTAL SYSTEMS, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DATED OCTOBER 1999

R-MONUMENT 35
CONVERSION FROM NGVD TO NAVD -1.50 FT
BREAKING WAVE CREST ELEVATION 17.90 NGVD = 16.40 NAVD

**SCOUR ELEVATION 2.70 NGVD = 1.20 NAVD

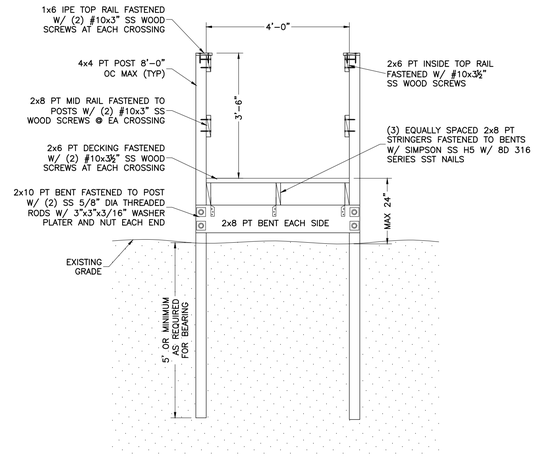
*** ARCHITECTURAL EMBELLISHMENTS
ALLOWED: 20% OF BUILDING HEIGHT
52.08 FT X 20% = 8.416 FT

PROPOSED: 4.33 FT

LEGEND

FILL SEAWARD OF C.C.C.L.

EXCAVATION SEAWARD OF C.C.C.L.



B DUNE CROSSOVER SECTION

SCALE 1/2"=1'-0"

REVISION		DATE
1	REVISIONS PER COMMENTS	11/21/2016
2	REVISIONS PER COMMENTS	12/2/2016
3	REVISIONS PER COMMENTS	12/16/2016

DRAWING	16092SECT
DESIGNED	W.P.S.
DRAWN	K.M.B.
CHECKED	W.P.S.
SCALE	AS NOTED
DATE	10/24/2016

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SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
1717 INDIAN RIVER BLVD, SUITE 201 VERO BEACH, FLORIDA 32960
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CROSS SECTIONS

PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

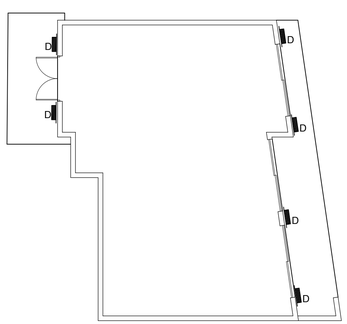
DATE:

SHEET C3

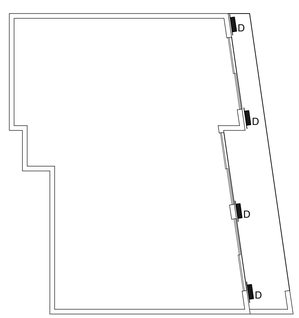
PROJECT NO. 16-092

LIGHTING KEY

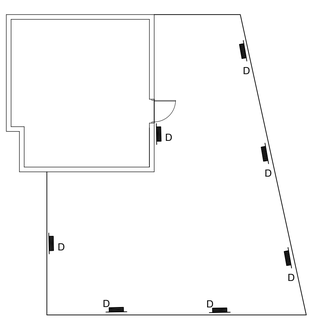
FIXTURE LABEL	FIXTURE TYPE	MANUFACTURER & CATALOG NO.	FIXTURE QUANTITY	LAMP TYPE & WATTAGE	MOUNTING TYPE & HEIGHT	LOCATION OF FIXTURE	STRUCTURE LEVEL
B	WALL SCONCE DOWN LIGHT	PORTFOLIO H8605 CYLINDER FIXTURE	6	2W H12 LED AMBER	WALL MOUNT MAX 8'-0" ABOVE FLOOR	(4) LANDWARD (2) SHORE PERPENDICULAR	FIRST FLOOR
D	STEP LIGHT	INTRIGUE LIGHTING SG-R-1LED-HDL-AML	17	3W LED AMBER	WALL/STEP MOUNT 6" AFF MAX MAY NEED FIELD ADJUSTMENT & ADDITIONAL SHIELDING	(2) LANDWARD (15) BEACHSIDE	(6) SECOND FLOOR (4) THIRD FLOOR (7) ROOF LEVEL



SECOND FLOOR LIGHTING



THIRD FLOOR LIGHTING



FOURTH FLOOR/ROOF LEVEL LIGHTING

REVISION	MARK	DATE
REVISIONS PER COMMENTS	1	11/21/2016
REVISIONS PER COMMENTS	2	12/2/2016
REVISIONS PER COMMENTS	3	12/16/2016

DRAWING	16092LIGHT
DESIGNED	W.P.S.
DRAWN	K.M.B.
CHECKED	W.P.S.
SCALE	1"=10'
DATE	10/24/2016

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SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
1717 INDIAN RIVER BLVD. SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772.770-9622 FAX 772.770-9486 EMAIL info@sbsengineers.com

LIGHTING PLAN

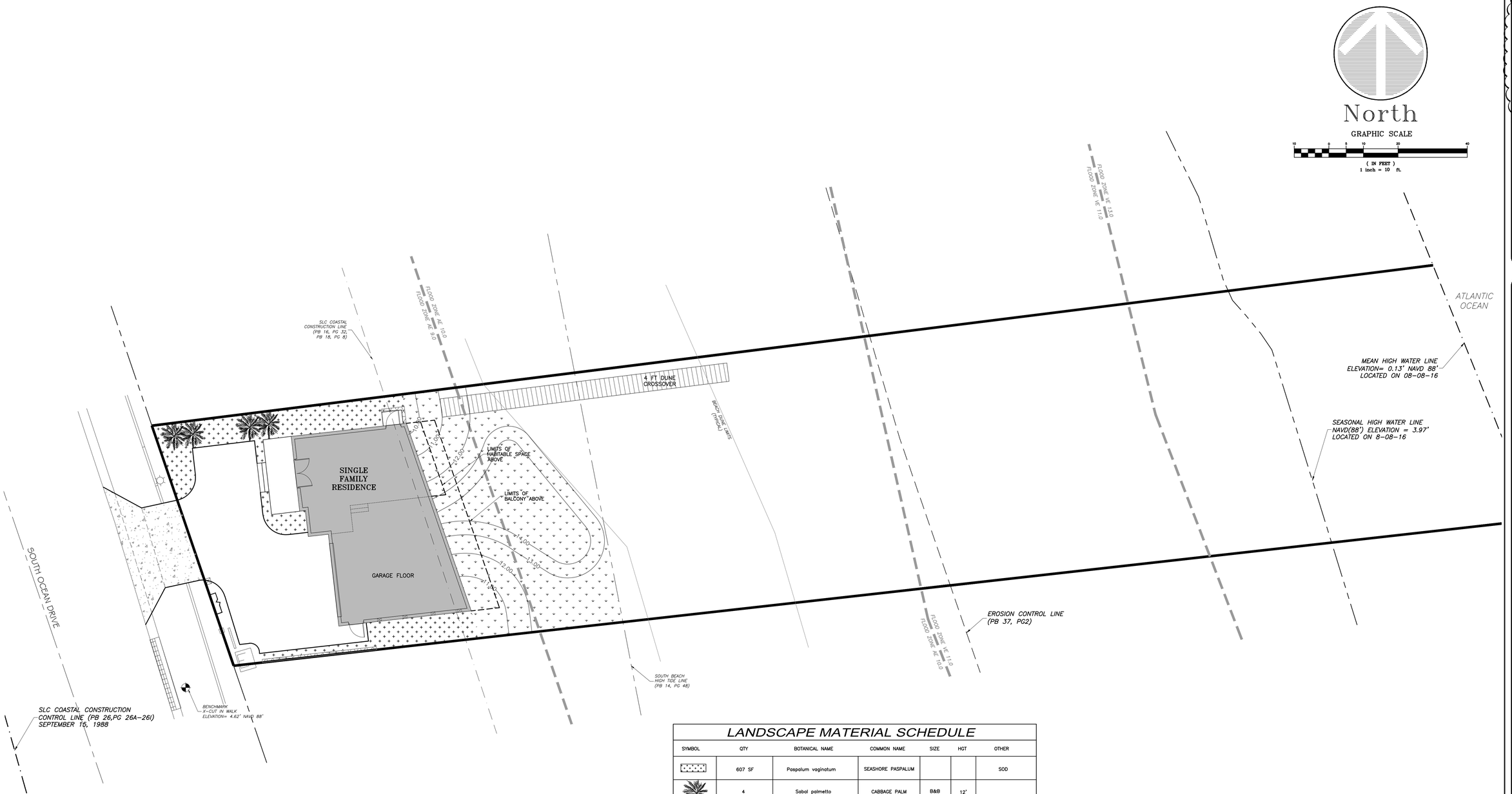
PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
- ☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
- ☐ JODAH B. BITTLE FL. REG. NO. 57396
- ☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C4

PROJECT NO.
16-092



LANDSCAPE MATERIAL SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HGT	OTHER
	607 SF	Paspalum vaginatum	SEASHORE PASPALUM			SOD
	4	Sabal palmetto	CABBAGE PALM	B&B	12'	
	1,496 SF	Asteriscus maritimus	BEACH DAISY			

NOTE: ANY EXISTING ROYAL PALM TREES, LOCATED WITHIN STATE ROAD A1A R/W, IN CONFLICT WITH THE PROPOSED DRIVEWAY CONSTRUCTION SHALL BE RELOCATED AT THE APPLICANT'S EXPENSE; THE CITY OF FORT PIERCE PUBLIC WORKS DEPARTMENT SHALL BE CONTACTED FOR RELOCATION INFORMATION.

MARK	REVISION	DATE
1	REVISIONS PER COMMENTS	11/21/2016
2	REVISIONS PER COMMENTS	12/2/2016
3	REVISIONS PER COMMENTS	12/16/2016

DRAWING 16092LAND
DESIGNED W.P.S.
DRAWN K.M.B.
CHECKED W.P.S.
SCALE 1"=10'
DATE 10/24/2016

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SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
CERTIFICATE OF AUTHORIZATION NO. EB 0000276
1717 INDIAN RIVER BLVD. SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772/770-9622 FAX 772/770-9496 EMAIL info@sbsengineers.com

LANDSCAPE PLAN

PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JORDAN B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C5

PROJECT NO.
16-092

North

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

SINGLE FAMILY RESIDENCE
FIRST FLOOR 9.08 NAVD
SECOND FLOOR 15.40 NAVD
THIRD FLOOR 37.05 NAVD
FOURTH FLOOR 43.72 NAVD

GARAGE FLOOR VARIES 7.25 TO 7.49 NAVD

4 FT DUNE CROSSOVER

LIMITS OF HABITABLE SPACE ABOVE

LIMITS OF BALCONY ABOVE

EXISTING CONC WALK

EXISTING BACKFLOW PREVENTER

IRRIGATION VALVE

EXISTING CONC WALK

CATCH BASIN INLET

ELECTRIC BOX

SOUTH OCEAN DRIVE

SLC COASTAL CONSTRUCTION LINE (PB 16, PG 32, PB 18, PG 8)

FLOOD ZONE AE 10.0
FLOOD ZONE AE 9.0

FLOOD ZONE VE 13.0
FLOOD ZONE VE 11.0

FLOOD ZONE VE 11.0
FLOOD ZONE AE 10.0

BASE FLOOD LIMITS (TYPICAL)

ATLANTIC OCEAN

MEAN HIGH WATER LINE
ELEVATION= 0.13' NAVD 88'
LOCATED ON 08-08-16

0.00' CONTROL LINE
LOCATED ON 08-08-16

A PORTION OF LOT 12 BLOCK 3

SEASONAL HIGH WATER LINE
NAVD(88') ELEVATION = 3.97'
LOCATED ON 8-08-16

LOT 12 BLOCK 3 LYING EAST OF (PB 37, PG 2)

EROSION CONTROL LINE
(PB 37, PG2)

SOUTH BEACH HIGH TIDE LINE (PB 14, PG 48)

BENCHMARK
X-CUT IN WALK
ELEVATION= 4.62' NAVD 88'

SLC COASTAL CONSTRUCTION CONTROL LINE (PB 26,PG 26A-26I) SEPTEMBER 15, 1988

LEGEND

FILL SEAWARD OF C.C.C.L.

EXCAVATION SEAWARD OF C.C.C.L.

EXCAVATION AND FILL QUANTITIES

TEMPORARY EXCAVATION SEAWARD OF C.C.C.L.....	91 C.Y.
TOTAL FILL SEAWARD OF C.C.C.L.....	91 C.Y.
NET FILL SEAWARD OF C.C.C.L.....	0 C.Y.

NO NET EXCAVATION SEAWARD OF CCCL

THESE QUANTITIES ARE APPROXIMATE ONLY, NOT FOR BIDDING PURPOSES, THESE QUANTITIES DO NOT INCLUDE ANY ADJUSTMENT FACTORS FOR COMPACTING AND LOSES

MARK	REVISION	DATE
1	REVISIONS PER COMMENTS	11/21/2016
2	REVISIONS PER COMMENTS	12/2/2016
3	REVISIONS PER COMMENTS	12/16/2016

DRAWING 16092CUTFILL
DESIGNED W.P.S.
DRAWN K.M.B.
CHECKED W.P.S.
SCALE 1" = 10'
DATE 10/24/2016

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SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
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TEL 772.770.9622 FAX 772.770.9486 EMAIL info@sbsengineers.com

TEMPORARY EXCAVATION & FILL

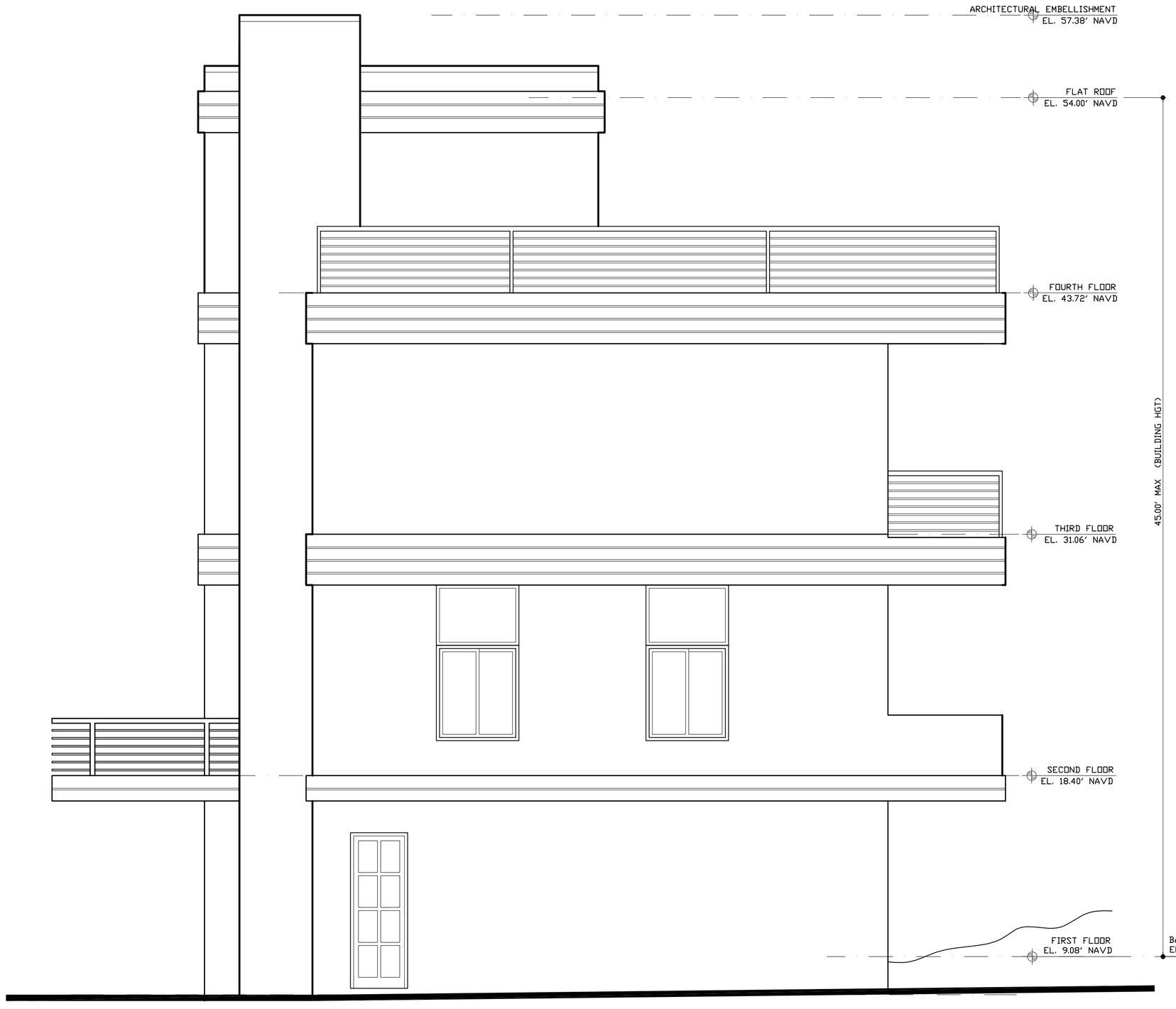
PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JORDAN B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C6

PROJECT NO.
16-092



SOUTH
RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

EAST
REAR ELEVATION

SCALE: 1/4" = 1'-0"

14480-A2

JAMES E. GILGENBACH
ARCHITECTURE & PLANNING
SUITE 107
1239 E NEWPORT CENTER DR
(954) 426 – 1652
NEWPORT COMMERCE CENTER
DEERFIELD BEACH
FLORIDA 33442

ARCHITECT
AR-7457

REVISIONS:

1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER ALL SCALED DIMENSIONS.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS & ADVISE ARCHITECT OF ANY DISCREPANCIES. CONSTRUCTION SHALL NOT PROCEED UNTIL SAID DISCREPANCIES HAVE BEEN RESOLVED BY ARCHITECT.
3. NO MATERIALS OR SYSTEMS ARE TO BE FABRICATED UNTIL:
A. ALL DIMENSIONS HAVE BEEN VERIFIED BY THE CONTRACTOR.
B. SHOP DRAWINGS HAVE BEEN REVIEWED & ACCEPTED BY THE ARCHITECT.

NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

LOT 12, BLOCK 3, REVISED MAP
ST LUCIE COUNTY, FLORIDA

324 SOUTH OCEAN DRIVE, ,
FORT PEIRCE,

DATE:
16 DEC '16
PROJECT NO:
15 – J144
SHEET:
of 4 A4

NORTH
LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

WEST
FRONT ELEVATION

SCALE: 1/4" = 1'-0"

JAMES E. GILGENBACH
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(954) 426 – 1652
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DEERFIELD BEACH
FLORIDA 33442

ARCHITECT
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NEW SINGLE FAMILY RESIDENCE

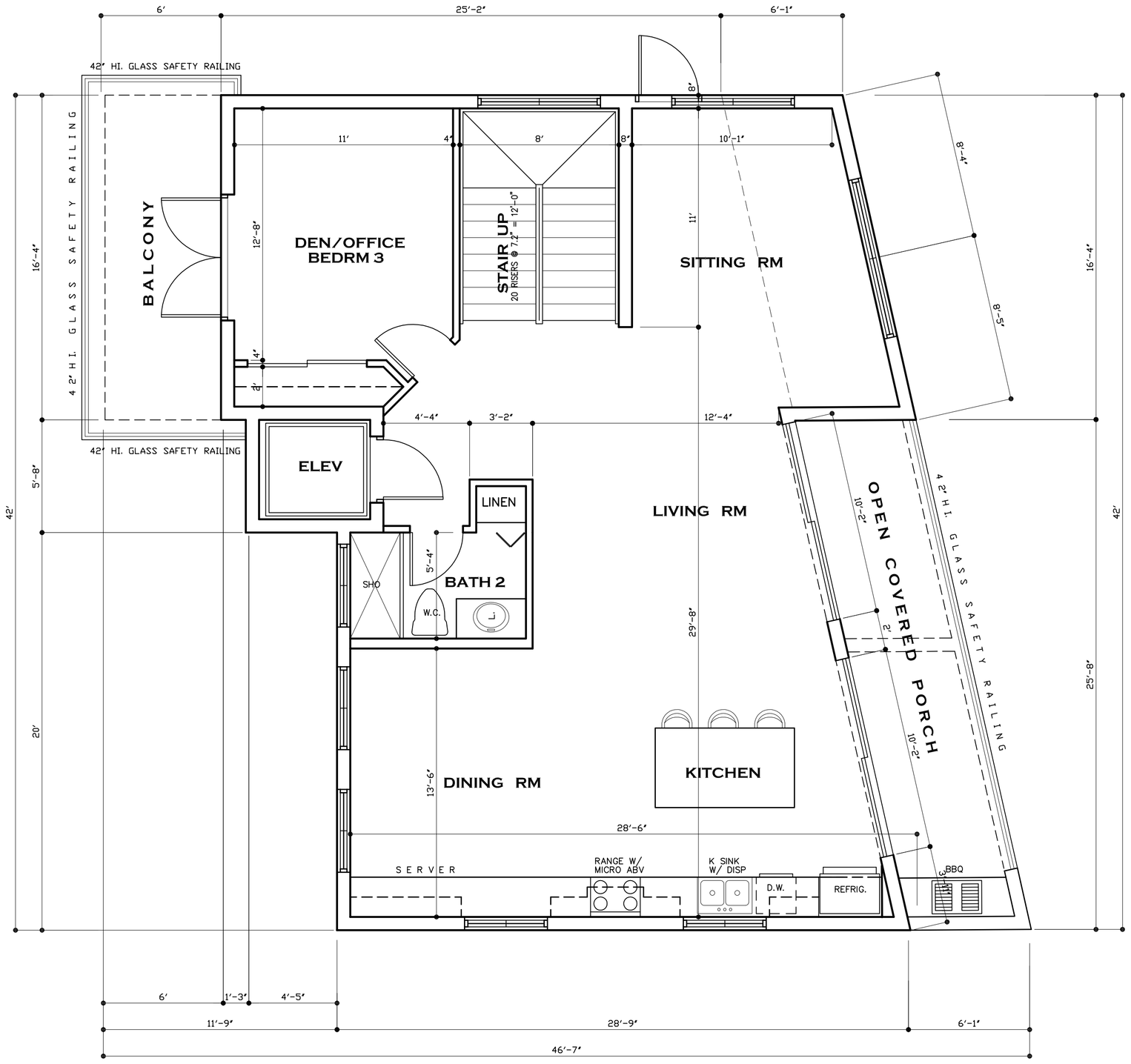
MANDEL RESIDENCE

324 SOUTH OCEAN DRIVE, ,
FORT PEIRCE,

LOT 12, BLOCK 3, REMSED MAP
ST LUCIE COUNTY,
FLORIDA

DATE:
16 DEC '16
PROJECT NO:
15 - J144
SHEET:
of 4 A3

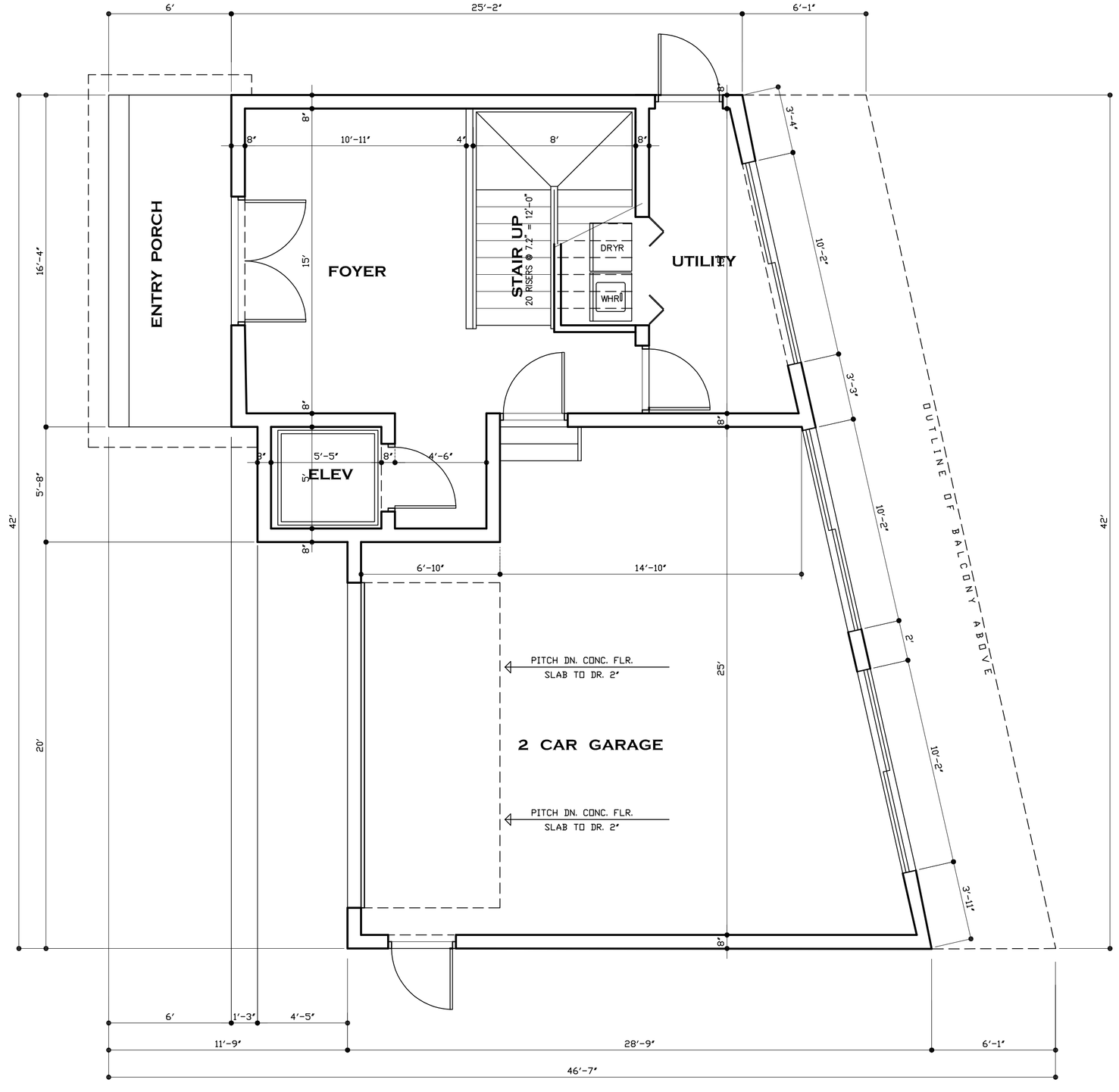
14A80-A2



SECOND FLOOR LEVEL ARCHITECTURAL FLOOR PLAN

NORTH

SCALE: 1/4" = 1'-0"



FIRST FLOOR LEVEL ARCHITECTURAL FLOOR PLAN

NORTH

SCALE: 1/4" = 1'-0"

AREA CALCS:

LIVING–1ST FLR:	506 S.F.
LIVING–2ND FLR:	1,233 S.F.
LIVING–3RD FLR:	1,233 S.F.
LIVING–4TH FLR:	444 S.F.
TOTAL LIVING:	3,416 S.F.
GARAGE:	626 S.F.
ENTRY PORCH:	98 S.F.
COVERED BALCS:	312 S.F.
ROOF DECK:	944 S.F.
UNCOVERED BALC:	131 S.F.
TOTAL:	5,527 S.F.

15A45-A

JAMES E. GILGENBACH
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SUITE 107
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DEERFIELD BEACH
(954) 426 – 1652
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ARCHITECT
AR-7457

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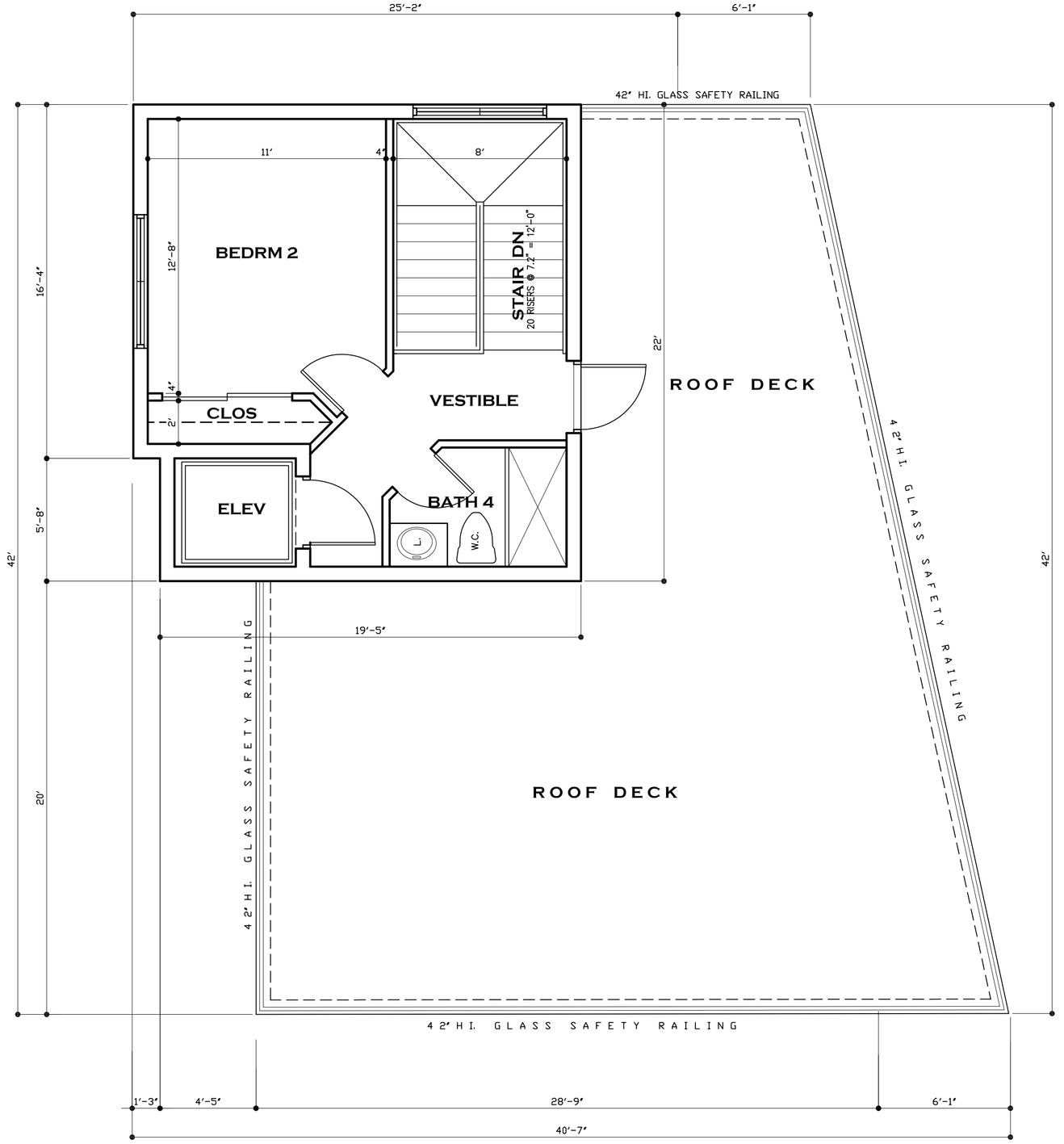
NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

324 SOUTH OCEAN DRIVE, , LOT 12, BLOCK 3, REVISED MAP
FORT PEIRCE, ST LUCIE COUNTY, FLORIDA

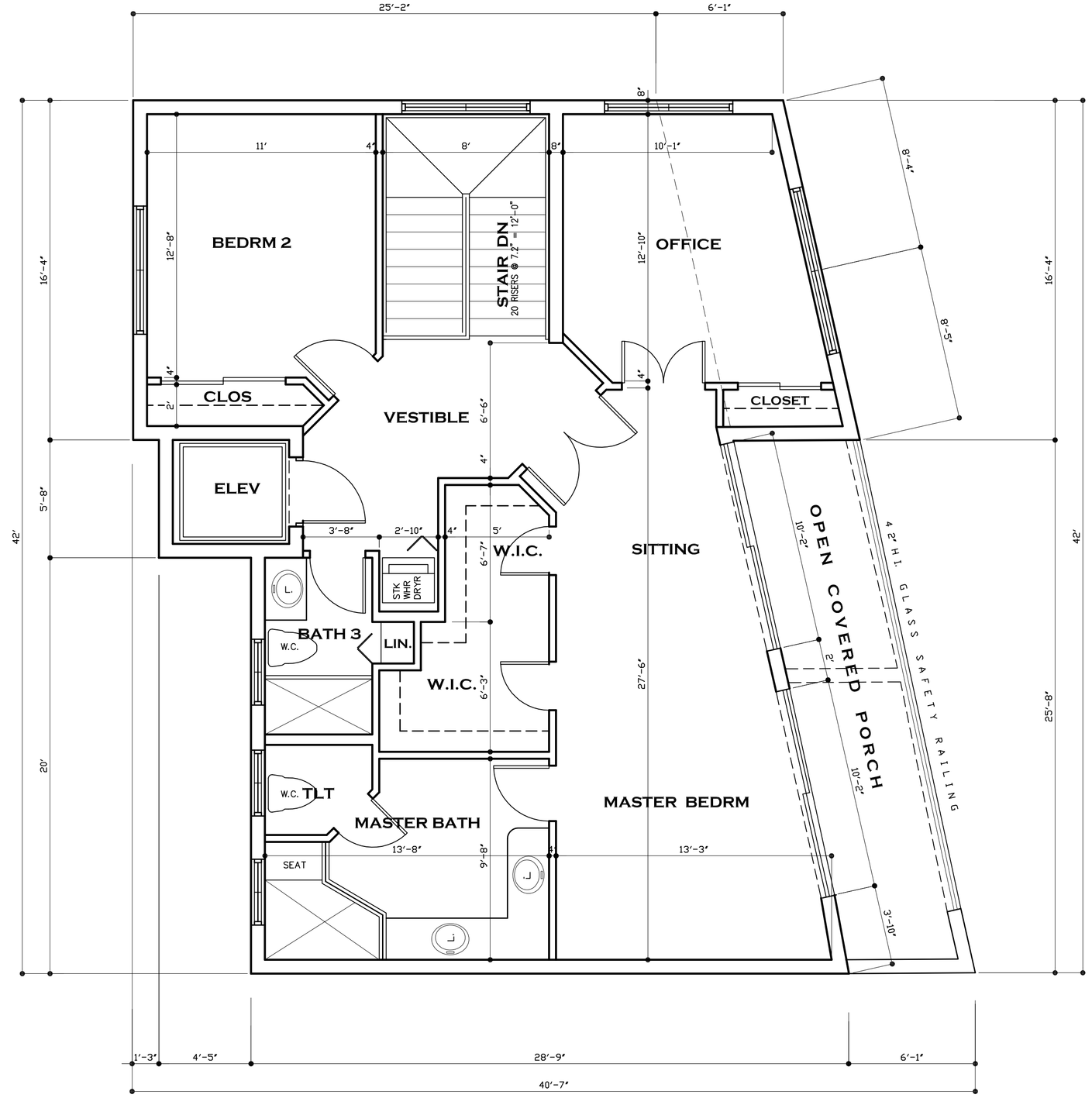
DATE: 12 DEC '16
PROJECT NO: 15 – H144
SHEET: of 4 A1



FOURTH FLOOR / ROOF LEVEL ARCHITECTURAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH



THIRD FLOOR LEVEL ARCHITECTURAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH

15A45-A

JAMES E. GILGENBACH
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(954) 426 – 1652
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DEERFIELD BEACH
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ARCHITECT
AR-7457

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NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

324 SOUTH OCEAN DRIVE, , LOT 12, BLOCK 3, REVISED MAP
FORT PEIRCE, ST LUCIE COUNTY, FLORIDA

DATE: 12 DEC '16
PROJECT NO: 16 – H144
SHEET: of 4 A2

THE SUNRISE CITY FORT PIERCE Florida

Modern Style Rendering
324 S. Ocean Drive

N
W E
S

THE SUNRISE CITY
FORT PIERCE
Florida

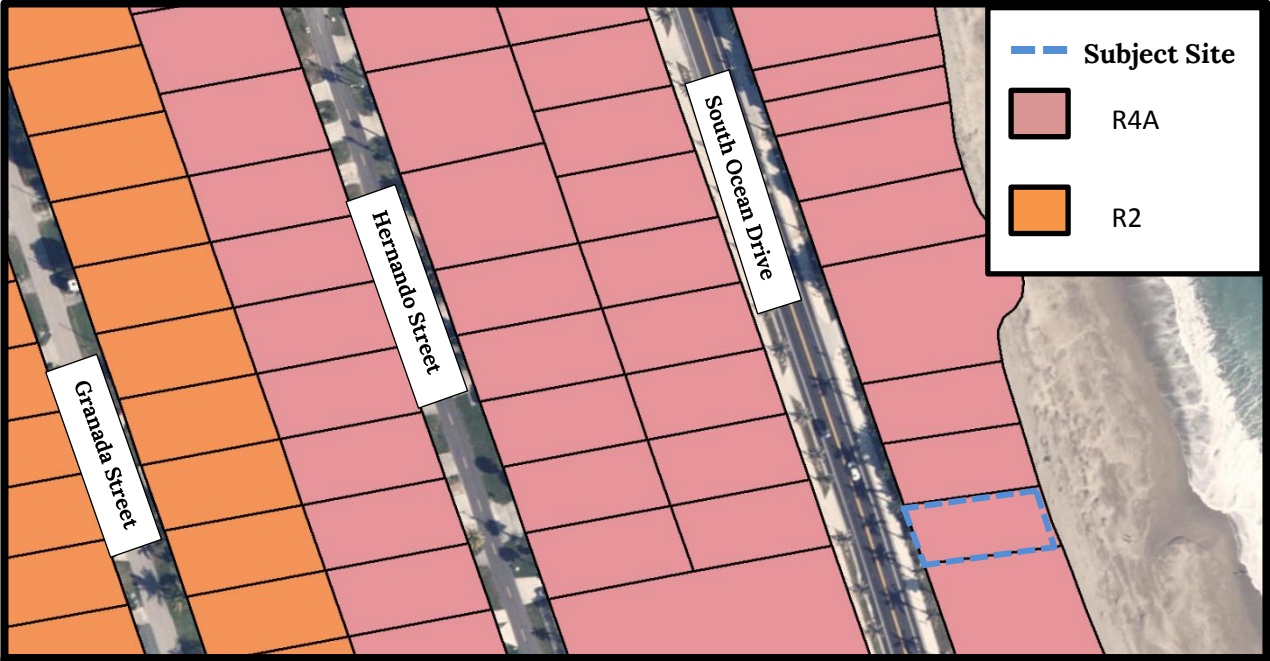
Mandel/Perkins Residence Aerial Map
324 S. Ocean Drive

N
W E
S

THE SUNRISE CITY
FORT PIERCE
Florida

Coastal Construction Control Line (CCCL)
South Ocean Drive

N
W E
S



THE SUNRISE CITY FORT PIERCE Florida

Mandel/Perkins Residence Zoning Map
324 S. Ocean Drive

N
W E
S

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

Meeting Date: 01/17/2017

Re: Ord. 17-001 Chapter 5, Article II (Contractors)

Submitted For: Paul Thomas, Interim Building Official, Building

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SUBJECT:

Ordinance 17-001 Amending Chapter 5, Article II regarding Contractors. SECOND READING

SUMMARY:

This Ordinance provides clarity and consistency with Florida State Statutes 489 and 553 in respect to contractor licensing within the City of Fort Pierce. Included are updated trade classifications and definitions for licensed contractors, updated fee schedules, provisions to allow the streamlining of issuing reciprocal competency cards, and increased fees to unlicensed contractors to be consistent with the surrounding jurisdictions.

RECOMMENDATION:

Staff recommends the City Commission adopt Ordinance 17-001 Chapter 5, Article II (Contractors) Revisions and Amendments.

ALTERNATIVES:

Leave the current Ordinance in place with no changes, or make changes to the current Ordinance.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Interim Building Official, Shaun Coss, Building Investigator

COORDINATED WITH:

City Attorney's Office, Board of Examiners of Contractors

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	2017
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

No fiscal impact anticipated.

Attachments

Ord 17-001 Draft Ch5 ArtII Contractors

Ord 17-001 Clean Copy

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	12/20/2016 04:45 PM
City Manager	Nick Mimms	12/27/2016 10:27 AM

Form Started By: Karen Murphy Started On: 12/15/2016 09:08 AM

Final Approval Date: 01/04/2017

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE II (CONTRACTORS), OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, BY AMENDING SECTION 5-16 (DEFINITIONS) TO DELETE CERTAIN DEFINITIONS AND CREATE CERTAIN DEFINITIONS; AMENDING SECTION 5-17 (VIOLATIONS) TO CLARIFY THE BUSINESS ENTITY SUBJECT TO PENALTIES; AMENDING SECTION 5-18 (EXCEPTIONS) TO CHANGE TITLE AND CLARIFY PARTIES AND ACTIVITIES EXEMPT FROM CHAPTER 5, ARTICLE II; AMENDING SECTION 5-19 (BOARD OF EXAMINERS- MEMBERS; OFFICERS GENERALLY; MEETINGS; RULES) TO CHANGE TITLE AND REFERENCE TO BOARD; AMENDING SECTION 5-32 (CERTIFICATE OF COMPETENCY- MANNER OF OBTAINING) TO CLARIFY MANNER OF OBTAINING CERTIFICATE OF COMPETENCY AND REVISE APPLICATION FEE; AMENDING SECTION 5-33 (INVESTIGATION OF APPLICANTS) TO CLARIFY FINDINGS REQUIRED TO ISSUE CERTIFICATE OF COMPETENCY; AMENDING SECTION 5-35 (EXPIRATION; RENEWAL; CERTIFICATE OF COMPETENCY) TO CLARIFY PROCESS OF RENEWING CERTIFICATE OF COMPETENCY AND PROVIDE FOR EXPIRATION OF INACTIVE COMPETENCY CARDS; AMENDING SECTION 5-36 (FEES) TO REVISE FEE SCHEDULE FOR CERTIFICATES OF COMPETENCY, SERVICE USERS AND LETTERS OF RECIPROCITY; AMENDING SECTION 5-37 (STATE CERTIFIED CONTRACTORS) TO PROVIDE FOR A BUSINESS TAX RECEIPT; AMENDING SECTION 5-48 (RECIPROCITY) TO PROVIDE FOR THE DIRECTOR OF BUILDING AND COMMUNITY RESPONSE TO ISSUE CERTIFICATES OF COMPETENCY BASED ON RECIPROCITY; AMENDING SECTION 5-51 (DISCIPLINARY PROCEDURES) TO CLARIFY CONTRACTORS AGAINST WHOM CHARGES MAY BE FILED; AMENDING SECTION 5-52 (GROUNDS FOR REVOCATION OR SUSPENSION) TO CLARIFY ACTS INVOLVING BUSINESS ENTITY; AMENDING SECTION 5-53 (UNLICENSED CONTRACTORS; PROHIBITIONS; PENALTIES AND ENFORCEMENT) TO CHANGE TITLE, CLARIFY UNLAWFUL ACTS, ADD AN UNLAWFUL ACT, REVISE MAXIMUM CIVIL PENALTY, CLARIFY PROCESS OF APPEALING CITATION, AND REVISE SCHEDULE OF PENALTIES ASSESSED BY ENFORCEMENT OFFICER; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS FLORIDA STATE STATUTE CHAPTER 489 AND CHAPTER 553 HAVE BEEN AMENDED SINCE THE ADOPTION OF THIS ORDINANCE; AND PORTIONS OF THE EXISTING ORDINANCE REQUIRE AMENDMENTS HEREIN FOR CONFORMANCE, CLARITY AND CONSISTENCY WITH FLORIDA STATE STATUTES. **NOW THEREFORE, BE IT ORDAINED** BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. Chapter 5, Article II, Section 5-16 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-16. Definitions.

As used in this article:

Board of Eexaminers or Bboard shall mean the Bboard of Eexaminers of Ccontractors provided for in this article.

Certificate shall mean a certificate of competency or a competency card.

~~City board shall mean the contractors' examining board appointed by the board of City Commissioners of the City of Fort Pierce, Florida.~~

Contractor and the various classes of contractors shall be defined as provided in F.S. section 489.105.

Owner-builder shall be defined as provided in F.S. section 489.103(7)(a).~~or sole owner is a single natural person who performs and/or supervises work in connection with the construction, repair or alteration of a single-family or duplex residential structure for his own private occupancy. However~~, For the purposes of this chapter, the application for a building permit for the construction of more than one residence, duplex or commercial property ~~or duplex~~ in one year's time shall be construed as engaging in the construction business as an unlicensed contractor.~~, and therefore, comes within the operation of this article.~~

Specialty contractors are contractors who specialize in one or more of the crafts of the building construction and related contracting trades and whose scope of work and responsibility is limited ~~under his certificate of competency.~~ to a particular phase of the building construction and related contracting trades as described in Florida Administrative Rule 61G4-15 or in this section. Specific requirements and license type for each classification, incorporated herein by reference, are listed on the City of Fort Pierce Building Department's webpage and are available in the Building Department.

(1) Acoustical/suspended ceiling contractor: A contractor qualified to install, maintain, repair, alter or extend any acoustical/suspended acoustical ceiling system.

(2) Aluminum contractor with concrete: A contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of accessories such as metal siding, soffits, gutters, awnings and prefabricated rooms. These contractors may also form, place reinforcing steel and miscellaneous steel and pour, place and finish concrete incidental to aluminum accessories. An aluminum contractor with concrete may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.

(3) Aluminum contractor without concrete: A contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of accessories such as metal siding, soffits, gutters, awnings and prefabricated rooms. An aluminum contractor without concrete may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.

(4) Aluminum siding contractor: A contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of aluminum siding, soffit, fascia and gutters. This work includes installation of insulation behind the siding and repair of the substrate incidental to the siding installation.

(5) Aluminum structure contractor: A contractor whose services are limited to fabricating, assembling, handling, erecting, installing, dismantling, adjusting, altering, repairing, servicing and design work when not prohibited by law, in accordance with accepted engineering data and/or according to manufacturer's specifications. The scope of work shall include and be limited to screened porches, screened enclosures, pool enclosures, pre-formed panel-post and beam roofs, mobile home panel roof-overs, residential glass window and door enclosures, vinyl panel window enclosures, single story self-contained aluminum utility storage structures (not to exceed 500 square feet) siding, soffit, fascia and gutters. It shall be limited to the construction of wood framing for the walls of uninhabitable utility storage structures, raised wood decks for enclosures and the repair and/or replacement of wood incidental to the aluminum construction work. The scope of work shall also include masonry concrete work and be limited to foundations, slabs and block kneewalls incidental to the aluminum construction work. Scope of work excludes any work that alters the structural integrity of the building including, but not limited to, roof trusses, lintels, load bearing walls, and foundations. An aluminum structure contractor may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.

(6) Apartment Maintenance Technician: A contractor whose services are limited to apartment complexes with at least 100 apartments; Equipment to be repaired is already installed on the property; equipment is commonly installed in similar locations, the equipment is not being modified except to replace components necessary to return the equipment to its original condition and the partial disassembly associated with the replacement. The equipment is repaired with new parts that are functionally identical to the parts being replaced. The individual repair does not involve replacement parts that cost more than $1,000. The repair may not be so extensive as to be a functional replacement of the electric water heater or the existing electric heating, ventilating, or air-conditioning system being repaired. For purposes of this section, an individual repair may not be part of a larger project that is divided into parts to avoid this restriction.

(7) Asphalt/concrete maintenance sealing and coating contractor: A contractor qualified to fill pot holes, coat an existing concrete or asphalt surface by squeegee, broom or mechanical applicator; and apply striping. Such contractor is not permitted to cut out existing concrete or asphalt for replacement; scope of work excludes paving.

(8) Canvas & fabric contractor: A contractor qualified to manufacture, install, repair, maintain alter or extend canvas or other approved cloth/synthetic cover materials over a rigid metal frame or to any building or structure designed to be used as protection against sun and weather. Excludes aluminum and/or awning fabrication, installation and repair,

(9) Carpentry contractor: A contractor qualified to install products in a building including, but not limited to, rough framing, structural and nonstructural trusses, conventional rafters, metal framing, sheathing, wood decks and work of the finish carpentry contractor.

(10) Communication and sound system contractor: A contractor qualified to install, maintain, repair , alter or extend wiring, apparatus, circuits and equipment operating at less than 50 volts, raceways, computer wiring, conduit for private telephone, cable television systems, intercom and public address systems. This contractor may connect to an existing power circuit beyond the last over current device, but shall not install burglar and fire alarm systems.

(11) Concrete forming and finishing contractor: A contractor qualified to batch and mix aggregates, cement and water to agreed specifications, to construct forms and framework for the casting and shaping of concrete and pressure injected footings; to place and erect reinforcing steel and miscellaneous embedded steel; and to place, finish and coat concrete.

(12) Demolition contractor: A contractor qualified to demolish and remove structures, such as dwellings, commercial buildings and foundations.

(13) Dredging contractor: A contractor qualified to dredge using mechanical or hydraulic dredging methods and equipment; also provides for sediment disposal.

(14) Drywall contractor (gypsum drywall): A contractor qualified, and whose scope shall be limited to, the installation of gypsum drywall products to wood and metal studs. The scope also includes the installation of all necessary and incidental metal accessories, including nonloadbearing metal studs, runners, hangers, channels, drywall metal suspension accessories and prefabricated ceiling materials; and the preparation of the surface over which drywall product is to be applied. This shall include the application of base and finish coats specifically designed for the gypsum drywall products.

(15) Excavation contractor: A contractor qualified to excavate, trench, dig or remove materials such as rock, gravel and sand to construct or excavate canals, lakes, levees, including the clearing of land of surface debris and vegetation, the grubbing of roots, the removal of debris; and leveling of related surfaces.

(16) Exterior surface coating contractor: A contractor qualified to lath and plaster, plaster and stucco or otherwise coat surfaces with a mixture of sand or other aggregate gypsum plaster, Portland cement plaster or quick-lime and water, or any natural or synthetic materials as to create a permanent surface coating. This contractor may also apply and affix metal lath or any other product prepared or manufactured, including the placing of metal studs and runners to which lath is to be applied, to provide key or suction bases for the support of the plaster coating.

(17) Fence contractor: A contractor qualified to construct, install, maintain, repair, extend or alter fencing, including, but not limited to, metal, wood, precast concrete and prefabricated fences, child safety barriers and automatic gates. Excludes electrical wiring and installation.

(18) Finish carpentry contractor: A contractor qualified to install finished wood products in a building including, but not limited to, paneling, trim, cabinetry, interior doors, and all hardware incidental thereto.

(19) Garage door installation contractor: A contractor qualified to install, maintain, repair, alter or extend residential or commercial type garage doors, including all hardware and operating devices. Excludes electrical wiring and installation.

(20) Glass and glazing contractor: A contractor qualified to select, cut, assemble and install all makes and kinds of glass and glass work; and execute the glazing frames, panels, sash and door, add holding metal frames, ornamental decorations, mirrors, tub and shower enclosures.

(21) Gunite contractor: A contractor qualified to mix materials and apply gunite or shotcrete.

(22) Hurricane protection contractor: A contractor qualified to fabricate, install, maintain, repair or replace exterior opening protection assemblies including, but not limited to shutters and awnings that are designed to protect residential and commercial structures from hurricane and storm force winds and wind-borne debris. This contractor may brace existing garage doors to comply with this code, but shall not install new garage doors. Excludes electrical wiring and installation.

(23) Insulation contractor: A contractor qualified to install, maintain, repair, alter or extend any insulation primarily installed to prevent loss or gain of heat from internal or external sources in pipes, vessels, ducts or built-up refrigerated boxes or rooms, This scope includes acoustical insulation and radiant barriers.

(24) Irrigation sprinkler contractor: A contractor qualified to install, maintain, repair, alter or extend, all piping, sprinkler heads, control system components, pump, and chemical injectors for irrigation of

lawns and plant materials. Electrical work is limited to 50 volts except for connection of pigtailed equipment or replacement of identical controls and motors.

(25) Land clearing contractor: A contractor qualified to clear the land of vegetation, the grubbing of roots, the removal of surface debris and leveling of the surface lands incidental to the land clearing action.

(26) Lightning protection systems contractor: A contractor qualified to install, maintain, repair or alter any lightning protection system, including all terminals, conductors, ground rods, fittings and all other system fastenings, connections and bonding necessary to complete a system designed to protect structures and open spaces. Excludes electrical wiring and installation.

(27) Marine contractor: A contractor qualified with the experience and skill to construct, maintain, alter, install or repair seawalls, rip rap walls, bulkheads, revetments, docks, piers, wharfs, groins, boat lifts, davits, dune crossovers and other marine structures, including pile driving framing, concrete, masonry, dredge and fill. Excludes electrical wiring and installation.

(28) Masonry contractor: A contractor qualified to select, cut and lay brick, concrete block, horizontal reinforcement incidental to the placement of the units or any other unit masonry products, lay brick and other baked clay products, rough cut and dress stone, artificial stone and precast blocks, structural glass brick or block, but shall not place, pour or finish concrete.

(29) Metal building contractor: A contractor qualified to erect single story metal buildings, including site work, concrete, masonry, siding, roofing, windows and doors. Excludes the scope of electrical, plumbing, gas and HVAC.

(30) Painting and decorating contractor: A contractor qualified to prepare surfaces, apply paints by any method, brush, roller or sprayer; coatings and other finishes; all types of faux finish applications, paper hanging, sandblasting, waterproofing, cleaning and painting of roofs.

(31) Paver brick/paver block system contractor: A contractor qualified with the knowledge, skill and experience to prepare the base, provide for proper drainage, to select, cut and lay paver units. The contractor shall not place or finish concrete, except that which is required for the placing of the paver system. The contractor shall sub-contract any additional concrete work over and above that which is required by the manufacturers' specifications for paver unit installation to a qualified contractor.

(32) Paving contractor: A contractor qualified with asphalt and concrete experience and skill to construct roads, airport runways and aprons, parking lots, driveways, sidewalks, curbs and gutters, property line walls, storm drainage facilities, paver brick/paver brick systems and to perform the excavating, clearing and grading incidental thereto.

(33) Pile driving contractor: A contractor qualified to drive piling, including sheet piling and construction foundations, including the excavating, forming and placing of reinforcing steel and concrete and performing other work incidental thereto.

(34) Pre-stressed, pre-cast concrete erection contractor: A contractor qualified to erect structural precast concrete units such as deck, beams, girders, walls columns and stairs that are or may be used as structural members for buildings and structures, including welding and rigging in connection therewith and to erect precast concrete systems for guard rails and decorative panels above the ground floor, including such minor field fabrication as may be necessary.

(35) Reinforcing steel contractor: A contractor qualified to fabricate, place and tie steel reinforcing bars (rods) of any profile, perimeter, or cross-section that are or may be used to reinforce concrete buildings and structures in such a manner that under all agreed specifications, steel reinforcing bars (rods) for concrete building and structure can be fabricated, placed and tied.

(36) Siding, window and door contractor: A contractor qualified to install siding, windows and doors including vinyl, wood or aluminum siding, and all types of windows and doors. This includes the work necessary to prepare or repair the substrate to accomplish proper installation, but excludes any structural alterations.

(37) Sign contractor- Non-electrical: A contractor qualified to install, paint, repair, add to or change interior or exterior nonelectrical signs according to the building code.

(38) Structural steel erection contractor: A contractor qualified to erect structural steel shapes and plates, including such minor field fabrication as may be necessary of any profile, perimeter or cross-section that are or may be used as structural members for buildings and structures, including riveting, welding and rigging, only in connection therewith.

(39) Tile and marble contractor: A contractor qualified to prepare the base and set tile and marble.

(40) Tile, terrazzo and marble contractor: A contractor qualified to prepare the base, set, repair and refinish tile, terrazzo and marble.

(41) Tree removal contractor: A contractor qualified to trim, prune, plant, and remove trees; includes climbing trees and ladders for the purpose of trimming and related work.

(42) Welding contractor: A contractor qualified with experience in fabrication or sculpturing processes that join materials, usually metals or thermoplastics, by causing fusion.

State certification shall mean certification of a contractor by examination from the Florida Construction Industry Licensing Board as provided in section 489.111 of the Florida Statutes.

SECTION 2. Chapter 5, Article II, Section 5-17 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-17. Violations.

In addition to other penalties, a conviction of ~~the~~ and/or finding of violation of any provision of this article shall revoke the license or certificate of the person so convicted or found to have violated provisions of this chapter, or the ~~firm~~ business organization of which the person so convicted or found to have violated provisions of this chapter was a member, or the ~~corporation~~ business organization of which the person so convicted or found to have violated provisions of this chapter was an officer or director.

SECTION 3. Chapter 5, Article II, Section 5-18 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-18. Exemptions. ~~Exceptions.~~

This article shall not apply to exemptions as provided in section 489.103 of the Florida Statutes.

~~(1) An authorized representative or employee of the United States of America, the state, the county or the city.~~

~~(2) Gas contractors.~~

~~(3) Sole owners of property, building structures or making repairs thereon for their own use, and no individual who is not licensed can receive a permit to build a home, duplex, apartment or commercial building unless he certifies under oath that he owns the property and is not building for speculation.~~

~~(4) Sale or installation of any finished products, materials or articles of merchandise which are not actually fabricated on the job and which do not become a permanent fixed part of the building or structure.~~

~~(5) Any person who furnishes materials or supplies without fabricating them into or consuming them in the performance of the work of a contractor.~~

SECTION 4. Chapter 5, Article II, Section 5-19 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-19. Board of Ee~~x~~aminers of Contractors—Members; officers generally; meetings; rules.

(a) There shall be appointed by a majority vote of the city commission a B~~b~~board of Ee~~x~~aminers of C~~c~~ontractors, consisting of ten (10) members who have been residents of the county for at least two (2) years prior to the date of their appointment, except that this shall not apply as to the director of building and community response. The term of office of each member of the board shall be for four (4) years, but the city commission may remove any member of the board without cause, notice or hearing. Members appointed to fill vacancies caused by death, resignation or removal shall serve during the unexpired terms of their predecessors. The board shall consist of the director of building and community response, three (3) consumer representatives, and six (6) members licensed in the State of Florida from any of the following fields: architect; engineer; swimming pool, roofing, or other specialty contractor; general, residential, or building contractor; electrical contractor; plumbing contractor; or mechanical or air-conditioning contractor.

(b) The board shall elect a chairman and such other officers as may be necessary from among its members.

(c) The board shall hold not less than four (4) regular meetings each fiscal year, one in July, one in October, one in January and one in April. The meetings shall be called by the chairman of the board and in his absence by the vice-chairman of the board. Absence from two (2) consecutive meetings of the board shall vacate the seat of that member, unless such absence is excused by the board.

(d) The board shall have the right, power and authority to make such by-laws, rules and regulations governing its body as it may deem necessary; provided, that the same do not conflict with the charter and ordinances of the city or the constitution and laws of the United States and of the state. Six (6) members of the board shall constitute a quorum and a majority vote of those present shall be required to make any decisions.

(e) Members of the board, except the director of building and community response, shall each receive compensation in the amount of twenty dollars ($20.00) per meeting attended, payable on a quarterly basis. Responsibility for reporting attendance to receive compensation shall be placed with the board's staff coordinator.

SECTION 5. Chapter 5, Article II, Section 5-32 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-32. Certificate of competency—Manner of obtaining.

A contractor's certificate of competency shall be obtained in the following manner:

(1) Any person required or desiring to be qualified as a contractor shall make application on a form provided by the city. A nonrefundable ~~processing~~ application fee as provided in section 5-36 of this article ~~of one hundred twenty-five dollars ($125.00)~~ shall be paid upon submittal of the application. The application shall be retained by the city together with all supporting papers.

(2) Should the applicant be a ~~firm~~ business organization, the application shall be executed by the president or one legally qualified to act for the ~~firm~~business organization, who shall show his authority to so act on the application, and shall name an authorized agent on behalf of the ~~firm~~business organization showing his authority.

   a. To act for the ~~firm~~ business organization in all matters in any manner connected with the contracting business.

   b. To take the qualifying examination for the ~~firm~~ business organization, unless holding a current certificate of competency of the class and type necessary.

   The ~~firm~~ business organization shall be qualified only through the qualifications of such agent taking the examination, or through an agent currently qualified and if the agent (qualifier) shall sever his affiliation with such ~~firm~~ business organization, the certificate of competency held by such ~~firm~~ business organization shall be automatically cancelled. The agent (qualifier) shall be restricted to the work of a ~~firm~~ business organization he is currently qualifying.

(3) No application shall be considered by the board unless the applicant provides all information required by 5:00 p.m. on the Tuesday~~Wednesday~~ prior to the scheduled board meeting, which shall include:

   a. A statement of applicant's proposed contracting business.

   b. The type of certificate being applied for.

   c. The name, residence and business address of applicant.

   d. If applicant is a ~~firm~~ business organization, the name and business address of the ~~firm~~ business organization, the name and residence of all directors and officers and their interest therein and the name and address of the applicant's qualified representative and information contained above. If applicant is a ~~firm~~ business organization, the certificate of incorporation.

   e. A sworn financial statement of the applicant, a credit report submitted directly from the credit reporting agency and an agreement authorizing the secretary of the board to obtain from any source dealing with the applicant, even though confidential, such additional information concerning the applicant's financial condition as the secretary deems necessary. The financial statement and credit report shall not be older than six (6) months at the time of submittal.

   f. A sworn list of businesses owned and operated or managed by applicant or in which the applicant has had an interest of any kind, or been employed by, during the past five (5) years and the addresses of these businesses.

   g. Three (3) letters of recommendation from reputable persons in a business or profession, not related by blood or marriage to the applicant, vouching for the applicant's reputation as to honesty, integrity and good character.

   h. A sworn statement under oath that the applicant has not been convicted of a misdemeanor involving moral turpitude or felony during the past five (5) years and that he is not presently charged with committing a felony or misdemeanor involving moral turpitude; if this is not the case, applicant shall specify the details of the conviction or charge.

   i. That the applicant has a practical and working knowledge of the statutes of the state and ordinances of the city applicable to the business in which he seeks to engage, including but not limited to the zoning and building codes of the city.

   j. That the applicant has a practical and working knowledge of the business of contracting or subcontracting in which he seeks to engage.

   k. An original and complete certificate of insurance issued by an insurance company authorized to do business in the State of Florida, as required in section 5-47.

   l. Copy of a current business tax receipt ~~occupational license~~ issued by a county or municipality.

   m. Proof of having obtained a score of seventy (70) per cent or higher on the required contractor competency examinations or the required general specialty examinations. A letter of reciprocity in accordance with section 5-48 shall be accepted.

SECTION 6. Chapter 5, Article II, Section 5-33 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-33. Investigation of applicants.

The Board of Examiners of Contractors ~~contractors' examining board~~ shall not issue a certificate of competency unless, by a majority vote of the board members present, the board finds:

(1) That the applicant, or if applicant is a ~~firm~~business organization then the qualified representative, has made a score of seventy (70) per cent or higher on the contractor competency examinations or general specialty examinations and has the necessary experience for the type of certificate applied for.

(2) That the credit report and financial statement of the applicant shows that the applicant is financially able to engage in the contracting business for which a license is required so that the public will be protected.

(3) That the applicant and each officer of the business organization ~~member of the firm~~ possesses a reputation of honesty, integrity and good character and has not been convicted of a misdemeanor involving moral turpitude or a felony in the past five (5) years. This shall be determined by the board from the information contained in the letters of recommendation submitted by the applicant and any other statements submitted to or obtained by the Board of Examiners of Contractors ~~contractors' examining board~~ or its investigators. The lack of honesty, integrity or good character may be established by ~~confident~~ competent evidence that:

a. Applicant has committed an act within the last three (3) years which, if committed or done by a licensed contractor, would be grounds for suspension or revocation of the contractor's license.

b. Applicant has committed an act within the past three (3) years involving dishonesty, fraud, deceit or lack of integrity whereby the applicant has been benefited or whereby some injury has been sustained by another.

c. Applicant has in the past five (5) years refused to pay just bills of at least five (5) different persons or has been adjudged bankrupt.

d. Applicant has been convicted of a misdemeanor involving moral turpitude or felony during the past five (5) years.

SECTION 7. Chapter 5, Article II, Section 5-35 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-35. Expiration; renewal; certificate of competency.

(a) All certificates of competency shall expire annually at midnight on September 30. Certificate holders are responsible for annual renewal of their certificates.

(b) A certificate may be renewed on payment of an annual renewal fee as provided in section 5-36 of this article. ~~in the amount of seventy-five dollars ($75.00), on or before September 30 (hereinafter referred to as the "renewal due date"). All certificates not renewed on or before the renewal due date shall be considered delinquent and subject to a delinquency penalty as follows: twenty-five (25) per cent of the annual renewal fee if paid within three (3) months of the renewal due date; fifty (50) per cent of the annual renewal fee if paid within four (4) to six (6) months of the renewal due date; seventy-five (75) per cent of the annual renewal fee if paid within seven (7) to nine (9) months of the renewal due date; and double the annual renewal fee if paid within ten (10) to twelve (12) months of the renewal due date.~~ Failure to renew the certificate within twelve (12) months of the renewal due date shall cause the certificate to automatically expire and become null and void, and it shall be unlawful thereafter for any person to engage or offer to engage or hold himself out as engaging in contracting under the expired certificate. Such expired certificate may not be renewed. Individuals holding such expired certificate who desire to engage in the business of contracting shall be considered applicants for an original certificate and must reapply under the provisions of section 5-32.

(c) A person who holds a valid current certificate may go on inactive status, during which time he shall not engage in contracting. Inactive competency cards shall expire one (1) year from the date of their issuance; they may not be renewed. The holder of the card may, during its term, convert the card to an active competency card upon the payment of the required fees as provided in section 5-36 of this article., ~~but may retain his certificate on an inactive basis upon payment of an annual fee during the inactive period of ten dollars ($10.00) per year.~~

(d) All contractors shall report to the city within seven (7) days any change of address of business.

SECTION 8. Chapter 5, Article II, Section 5-36 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-36. Fees.

(a) Contractors shall pay the following fees for a certificate of competency:

(1) Application for a certificate of competency: Non-refundable fee, one hundred twenty five dollars ($125.00)

(2) Initial issuance of a certificate of competency for contractors other than those with current certification issued by the Florida Construction Industry Licensing Board: Fee, fifty dollars ($50.00).

(3) A certificate may be renewed upon payment of an annual renewal: Fee, seventy-five dollars ($75.00), on or before September 30 (hereinafter referred to as the "renewal due date"). All certificates not renewed on or before the renewal due date shall be considered delinquent and subject to a delinquency penalty as follows: twenty-five (25) per cent of the annual renewal fee if paid within three (3) months of the renewal due date; fifty (50) per cent of the annual renewal fee if paid within four (4) to six (6) months of the renewal due date; seventy-five (75) per cent of the annual renewal fee if paid within seven (7) to nine (9) months of the renewal due date; and double the annual renewal fee if paid within ten (10) to twelve (12) months of the renewal due date.

(4) Replacement competency card: Fee, twenty dollars ($20.00).

(b) Contractors having a current valid certificate of competency shall pay the following fees for a change to the status of the certificate:

(1) Placement of certificate of competency into inactive status: Fee, twenty-five dollars ($25.00).

(2) Return inactive status of a certificate of competency to active status: Fee, fifty dollars ($50.00).

(3) Change from business entity to another business entity: Fee, sixty dollars ($60.00).

(4) Amend filed business organization name to another: Fee, fifty dollars ($50.00).

(5) Change from an individual to a qualifying business: Fee, seventy-five dollars ($75.00).

(6) Change from a qualifying business to an individual: Fee, seventy-five dollars ($75.00).

(7) Business name change: Fee, one hundred dollars ($100.00).

(8) Qualify an additional business entity: Fee, one hundred dollars ($100.00).

(c) Miscellaneous fees:

(1) Service user fee: Fee, twenty-five dollars ($25.00).

(2) Letters of reciprocity: Fee, thirty-five dollars ($35.00).

~~Any contractor who desires to secure a competency card from the city shall pay a fee upon application for a competency card as follows:~~

~~(1) General; building; residential; electrical; plumbing; mechanical; and air-conditioning contractors: Thirty-five dollars ($35.00).~~

~~(2) Specialty contractors: Thirty-five dollars ($35.00).~~

~~(3) Plumbing and electrical journeyman: Fifteen dollars ($15.00).~~

SECTION 9. Chapter 5, Article II, Section 5-37 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-37. State certified contractors.

(a) A state certified contractor who possesses a certificate of competency issued by the Florida Department of Professional Regulation may contract in any jurisdiction in the State of Florida without being required to fulfill the competency requirements of that jurisdiction.

(b) A state certified contractor shall present to the building official at the time of each application for a building permit or related permit evidence of current state certification, proof of a current business tax receipt ~~occupational license~~ for a primary place of business, and an original certificate of insurance as required in section 5-47.

(c) Voluntary application for a competency card may be made by a state certified contractor who desires the city to maintain his records on file. He shall complete the appropriate application form, attach a copy of his state certification, a copy of his current ~~occupational license~~ business tax receipt for a primary place of business, and provide an original certificate of insurance required in section 5-47; and pay a service user fee as provided in section 5-36 of this article~~.~~, to have such documents stored and kept on file to avoid the requirement of presenting such documents for every permit sought. ~~of twenty-five dollars ($25.00~~)as provided in section 5-36 of this article.

SECTION 10. Chapter 5, Article II, Section 5-48 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-48. Reciprocity.

(a) The board may, by reciprocity, grant a certificate of competency to any ~~person~~ applicant who has obtained a certificate of competency in any other county or municipality of the state having code~~s~~ licensing requirements and conducting examinations which are, in the reasonable opinion of the board, substantially ~~equal~~similar to those of the city, upon payment of the application fee for ~~his~~the applicant's classification as herein set out and furnishing all information to the board in writing as required by section 5-32~~.~~, and providing proof that the applicant has met all other criteria pursuant to this chapter. ~~Certificate issued through reciprocity shall be subject to each of the other provisions of this article~~

(b) Notwithstanding section 5-48(a), the director of building and community response, or his designee, is authorized, by such reciprocity, at his reasonable discretion, to grant a certificate of competency to an applicant who has obtained a certificate of competency in any other county or municipality of the state having code licensing requirements and conducting examinations which are, in the reasonable opinion of the director of building and community response, or his designee, substantially similar to those of the city, upon payment of the application fee for the applicant's classification as herein set out, furnishing all information in writing as required by section 5-32, and providing proof that the applicant has met all other criteria pursuant to this chapter.

(c) The burden of showing the substantial similarity of the code licensing requirements, demonstrating compliance with the requirements of section 5-32, and proving that the applicant has met all other criteria pursuant to this chapter shall be on the applicant.

(d) A certificate issued through reciprocity shall be subject to each of the other provisions of this article.

SECTION 11. Chapter 5, Article II, Section 5-51 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-51. Disciplinary procedures.

(a) Any person including, but not limited to the director of building and community response of the city, may prefer charges against the holder of a contractor's certificate of competency issued pursuant to the provisions of this subchapter~~.~~ or a contractor certified by the State of Florida. Such charges shall be made in writing and sworn to by the complainant or complaining witness and submitted to the building official of the city who shall immediately notify the chairman of the receipt thereof. The building official shall mail a copy of such charges to the respondent within fifteen (15) days from the receipt thereof.

(b) The director of building and community response and the chairman of the board shall review the complaint for probable cause. If no probable cause is found, the complaint shall be denied and not referred to the board. A copy of the complaint and the findings of the director of building and community response and the chairman shall be placed in the respondent's file. The complainant or complaining witness shall have no right of appeal. Where a probable cause is found, the complaint shall be referred to the board for a hearing on the complaint.

(c) The proceedings of the board may be informal in nature and the board shall not be bound by the rules of evidence. The board shall be entitled to rely on such evidence as is regularly relied upon in the ordinary course of the conduct of business.

(d) The proceedings shall not be delayed, deferred or suspended without the approval of the board even though the respondent is made a party of civil litigation, or is a defendant or is acquitted in a criminal action, notwithstanding that either of such proceedings involves the subject matter of the investigation.

(e) At the hearing the respondent shall be allowed to testify and to produce evidence and other witnesses in his behalf. The respondent may be accompanied by counsel. The respondent shall be given an opportunity to make a statement personally or by counsel, verbally or in writing, sworn or unsworn, explaining, refuting or admitting the alleged charges. The respondent shall be granted the right to be present at any hearing when evidence is to be presented to the Board of Examiners of Contractors ~~contractors examining board~~ and to call witnesses or present evidence and to cross-examine, subject to reasonable limitation.

(f) If the respondent admits to the alleged charges the board may immediately make a finding of ~~guilt~~ violation without further testimony. If the respondent fails to appear, the board may make its determination based upon the sworn complaint.

(g) The complainant or complaining witness is not a party to the disciplinary proceeding. Unless found to be impractical by the chairman of the board due to unreasonable delay or other good cause, the complainant or complaining witness shall be granted the right to be present at any board hearing when evidence is to be presented, subject to reasonable limitations. The complainant or complaining witness shall have no right of appeal from the decision of the board.

(h) Upon conclusion of the formal hearing, the board shall make a determination. If the respondent is found to be guilty of misconduct by the board, the board shall thereupon enter its findings, an order of guilt and determine the proper disciplinary action to be imposed upon the respondent.

(i) If a complaint is brought against a respondent whose competency card is in a state of expiration, or expires prior to the hearing, the proceedings on the complaint shall be stayed. Provided, however,

that the competency card may not be renewed, re-issued or activated until the board has disposed of the complaint.

(j) Quorum/vote. No fewer than six (6) members shall constitute a quorum. All findings of guilt and recommendations of discipline shall be by affirmative vote of a majority of the committee members present, which majority must number at least four (4) members.

(k) Appeal. Any decision of the board imposing disciplinary action on a respondent may be appealed by the respondent to the city commission within fifteen (15) days of the date of the board's decision; provided, however, a written notice of such appeal shall be filed with the city clerk within such a period of time. The city clerk shall notify all interested parties of the date fixed for hearing the appeal, which date shall be not less than thirty (30) days after the date of the filing of the notice of appeal. The hearing on appeal shall be, to the extent possible, upon the record and shall not be a hearing de novo. The city commission shall review the transcript of the hearing before the contractors examining board together with any tangible evidence considered by the board that determined its decision. The city commission may also entertain any additional testimony or evidence offered by the respondent or other interested party that was not brought out at the board hearing.

(l) Stay on appeal. Any decision of the board imposing disciplinary action upon a respondent, other than revocation, which has been appealed by the respondent shall be automatically stayed upon receipt of the written notice of appeal by the city clerk.

SECTION 12. Chapter 5, Article II, Section 5-52 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-52. Grounds for revocation or suspension.

The board shall have the power, in addition to all other powers provided for in this division, to revoke or suspend the certificate of any contractor approved hereunder, who shall be ~~guilty of~~ found to have violated any one or more of the following acts or omissions:

(1) Obtaining a certificate by fraud or misrepresentation;

(2) Committing fraud or deceit in the practice of contracting;

(3) Committing incompetency or misconduct in the practice of contracting; and

(4) Committing gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property.

(5) Abandoning a construction project in which the contractor is engaged or under contract as a contractor. A project may be presumed abandoned after ninety (90) days if the contractor terminates the project without just cause or without proper notification to the owner, including the days.

(6) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer. Financial mismanagement or misconduct occurs when:

a. Valid liens have been recorded against the property of a contractor's customer for supplies or services ordered by the contractor for the customer's job; the contractor has received funds from the customer to pay for the supplies or services; and the contractor has not had the liens removed from the property, by payment or by bond, within seventy-five (75) days after the date of such liens;

b. The contractor has abandoned a customer's job and the percentage~~per centage~~ of completion is less than the percentage~~per centage~~ of the total contract price paid to the contractor as of the time of abandonment, unless the contractor is entitled to retain such funds under the terms of the contract or refunds the excess funds within thirty (30) days after the date the job is abandoned; or

c. The contractor's job has been completed, and it is shown that the customer has had to pay more for the contracted job than the original contract price, as adjusted for subsequent change orders, unless such increase in cost was the result of circumstances caused by the customer, or was otherwise permitted by the terms of the contract between the contractor and the customer.

(7) Substantial departure from, or disregard, of, plans or specifications without consent the owner or his duly authorized representative;

(8) Knowingly or deliberately disregarding or violating any applicable building codes or laws of the state, county or the city;

(9) Willfully and deliberately engaging in a type or class of contracting for which the contractor is not licensed or registered;

(10) Being disciplined by any other municipality or county;

(11) Failing to actively supervise construction projects for which the contractor has applied for and obtained a building permit; or for projects for which the contractor is, by contract, responsible;

(12) Contracting with persons or ~~firms~~business organizations not having a certificate of competency issued by the city for work or services to be performed within the city when said persons or

~~firms~~business organizations are required by this chapter to possess such a certificate of competency in order to perform the contracted work or services; and

(13) Proceeding on any job without obtaining the applicable building department permits and inspections.

(14) Being convicted or found guilty, by judge or jury in court of competent jurisdiction, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting.

(15) Knowingly combining or conspiring with an uncertified or unregistered person by allowing his certificate or registration to be used by the uncertified or unregistered person with intent to evade the provisions of this Code. When a certificate holder or registrant allows his certificate or registration to be used by one or more business organizations without having any active participation in the operations, management, or control of such business organizations, such act constitutes prima facie evidence of an intent to evade the provisions of this Code.

SECTION 13. Chapter 5, Article II, Section 5-53 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-53. - ~~Unlicensed contractors;~~p Prohibitions; penalties and enforcement.

(a) It shall be unlawful for any person to:

(1) Falsely hold himself or a business organization out as a licensee, certificate holder, registrant or holder of a certificate of competency ~~occupancy~~ issued by the board;

(2) Falsely impersonate a certificate holder or registrant or the holder of a certificate of competency issued by the board;

(3) Present as his own the certificate, registration, or certificate of competency of another;

(4) Knowingly ~~G~~give false or forged evidence to the board or member thereof for the purpose of obtaining a certificate of competency;

(5) Use or attempt to use a certificate, registration or certificate of competency which has been suspended or revoked;

(6) Engage in the business or act in the capacity of a contractor or advertise himself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered, certified or the holder of a certificate of competency;

(7) Operate a business organization engaged in contracting after sixty (60) days following the termination of its only qualifying agent without designating another primary qualifying agent;

(8) Commence or perform work for which a building permit is required pursuant to this chapter without such building permit~~s~~ being in effect;

(9) Willfully or deliberately disregard or violate any city or county ordinance relating to uncertified or unregistered contractor;

(10) Act in the capacity of a contractor different from the scope of work for which the contractor is certified to perform; or

(11) Fail to secure required inspections.

(12) Willfully and deliberately obtain or attempt to obtain a permit for an entity unregistered or unlicensed.

(b) The director of building and community response, the building official, the deputy building official, building inspectors, and licensing investigators of the city are hereby designated, authorized and charged with enforcement responsibilities to enforce the provisions of F.S. §§ 489.127(1) and 489.132(1) and Chapter 5, Article II, of this Code, against persons who engage in activities for which a city certificate of competency is required.

(1) The enforcement authorities designated herein may issue a citation, as provided herein, for any violation of F.S. §§ 489.127(1) and 489.132(1) and Chapter 5, Article II, of this Code, whenever, based upon personal investigation, the enforcement officer has reasonable and probable grounds to believe that such a violation has occurred.

(2) The citation issued by an enforcement officer pursuant to this section shall be in the form prescribed by the city commission, which form shall state:

a. The time and date of issuance.

b. The name and address of the person to whom the citation is issued.

c. The time and date of the violation.

d. A brief description of the violation and the facts constituting reasonable cause.

e. The name of the enforcement officer.

f. The procedure for the person to follow in order to pay a civil penalty or to contest the citation.

g. The applicable civil penalty if the person elects not to contest the citation.

(c) The maximum civil penalty which may be levied pursuant to any citation shall not exceed two thousand five hundred dollars ($2,500.00).~~one thousand dollars ($1,000.00).~~ The monies collected pursuant to this section shall be retained by the city and shall be set aside in a specific fund to support future enforcement activities against unlicensed contractors.

(d) (1) The act for which a citation is issued shall be ceased upon the receipt of the citation.

(2) The person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within ten (10) days of receipt of the citation, exclusive of week-ends and legal holidays, request in writing an administrative hearing before the Board of Examiners of Contractors ~~city contractor's examining board~~ to appeal the issuance of the citation by the enforcement officer~~.~~ and specify in such written request the grounds for such appeal.

(3) Failure of the violator to appeal the decision of the enforcement officer within the time period set forth herein shall constitute a waiver of the violator's right of an administrative hearing. A waiver of the right to an administrative hearing shall be deemed an admission of the violation and penalties may be imposed accordingly.

(4) If the person issued the citation or his designated representative shows that the citation is invalid or that the violation has been corrected prior to appearing before the Board of Examiners of Contractors, ~~city contractor's examining board,~~ the board may dismiss the citation unless the violation is irreparable or irreversible.

(5) Each day a willful ~~wilful~~, knowing violation continues shall constitute a separate offense under the provisions of this section.

(6) If the Board of Examiners of Contractors ~~contractor's examining board~~ finds that a violation exists the board may order the violator to pay a civil penalty of not less than the amount set forth on the citation but not more than two thousand five hundred dollars ($2,500.00) ~~one thousand dollars ($1,000.00)~~ per day for each violation. In determining the amount of the penalty the contractor's examining board shall consider the following factors.

a. The gravity of the violation.

b. Any action taken by the violator to correct the violation.

c. Any previous violations created by the violator.

(7) Upon written notification by the enforcement officer that a violator has not contested the citation or paid the civil penalty within the time frame allowed on the citation the Board of Examiners of Contractors ~~city contractor's examining board~~ shall enter an order ordering the violator to pay the civil penalty set forth on the citation and a hearing shall not be necessary for the issuance of such order.

(8) A certified copy of an order imposing a civil penalty against an unlicensed contractor may be recorded in the public records and thereafter shall constitute a lien against any real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state including a levy against personal property; however, such order shall not be deemed to be a court judgment except for enforcement purposes. After three (3) months from the filing of any such lien which remains unpaid, the Board of Examiners of Contractors ~~city contractor's examining board~~ may authorize the foreclosure on the lien. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under Section 4, Article X of the State Constitution.

(9) An aggrieved party, including the city, may appeal a final administrative order of the Board of Examiners of Contractors ~~city contractor's examining board~~ to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the contractor's examining board. An appeal shall be filed within thirty (30) days of the execution of the order appealed.

(10) All notices required by this section shall be provided to the alleged violator by certified mail, return receipt requested; by hand-delivery by the sheriff or other law enforcement officer or enforcement officer; by leaving the notice at the violator's usual place of residence with some person of his family above fifteen (15) years of age and informing such person of the contents of the notice; or by including a hearing date within the citation.

(11) Any person who willfully refuses to sign and accept a citation issued by an enforcement officer commits a misdemeanor of the second degree punishable as provided by F.S. §§ 775.082 or 775.083.

(e) Nothing contained herein shall prohibit the city from enforcing its codes or ordinances by any other means.

(f) (1) The schedule of penalties to be assessed by the enforcement officer when issuing a citation shall be as follows:

Number of Violations	Licensed Contractor Penalty	Unlicensed Contractor Penalty
First Offense	$500.00	$500.00
Second Offense	$1,000.00	$1,250.00
Third and Subsequent Offenses	$1,500.00	$2,500.00

~~(1) The civil penalty provided for the disposition of a citation issued pursuant to this section shall be as follows:~~

~~Number of Violations Within Any 12-Month Period~~	~~Amount of Fine~~
~~First~~	~~$ 100.00~~
~~Second~~	~~200.00~~
~~Third~~	~~400.00~~

~~(2) The city contractor's examining board may, in an administrative proceeding on a citation issued hereunder, order a civil penalty as it determines appropriate, not withstanding the provisions of subsection (f)(1) above, provided however that such a civil penalty shall not exceed the sum of one thousand dollars ($1,000.00) for each violation.~~

SECTION 14. 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 15. All ordinances or parts thereof in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 16. This Ordinance is and the same shall become effective immediately upon final passage hereof.

CITY OF FORT PIERCE, FLORIDA

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

_____
James M. Messer, City Attorney

ORDINANCE NO. 17-001

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE II (CONTRACTORS), OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, BY AMENDING SECTION 5-16 (DEFINITIONS) TO DELETE CERTAIN DEFINITIONS AND CREATE CERTAIN DEFINITIONS; AMENDING SECTION 5-17 (VIOLATIONS) TO CLARIFY THE BUSINESS ENTITY SUBJECT TO PENALTIES; AMENDING SECTION 5-18 (EXCEPTIONS) TO CHANGE TITLE AND CLARIFY PARTIES AND ACTIVITIES EXEMPT FROM CHAPTER 5, ARTICLE II; AMENDING SECTION 5-19 (BOARD OF EXAMINERS- MEMBERS; OFFICERS GENERALLY; MEETINGS; RULES) TO CHANGE TITLE AND REFERENCE TO BOARD; AMENDING SECTION 5-32 (CERTIFICATE OF COMPETENCY- MANNER OF OBTAINING) TO CLARIFY MANNER OF OBTAINING CERTIFICATE OF COMPETENCY AND REVISE APPLICATION FEE; AMENDING SECTION 5-33 (INVESTIGATION OF APPLICANTS) TO CLARIFY FINDINGS REQUIRED TO ISSUE CERTIFICATE OF COMPETENCY; AMENDING SECTION 5-35 (EXPIRATION; RENEWAL; CERTIFICATE OF COMPETENCY) TO CLARIFY PROCESS OF RENEWING CERTIFICATE OF COMPETENCY AND PROVIDE FOR EXPIRATION OF INACTIVE COMPETENCY CARDS; AMENDING SECTION 5-36 (FEES) TO REVISE FEE SCHEDULE FOR CERTIFICATES OF COMPETENCY, SERVICE USERS AND LETTERS OF RECIPROCITY; AMENDING SECTION 5-37 (STATE CERTIFIED CONTRACTORS) TO PROVIDE FOR A BUSINESS TAX RECEIPT; AMENDING SECTION 5-48 (RECIPROCITY) TO PROVIDE FOR THE DIRECTOR OF BUILDING AND COMMUNITY RESPONSE TO ISSUE CERTIFICATES OF COMPETENCY BASED ON RECIPROCITY; AMENDING SECTION 5-51 (DISCIPLINARY PROCEDURES) TO CLARIFY CONTRACTORS AGAINST WHOM CHARGES MAY BE FILED; AMENDING SECTION 5-52 (GROUNDS FOR REVOCATION OR SUSPENSION) TO CLARIFY ACTS INVOLVING BUSINESS ENTITY; AMENDING SECTION 5-53 (UNLICENSED CONTRACTORS; PROHIBITIONS; PENALTIES AND ENFORCEMENT) TO CHANGE TITLE, CLARIFY UNLAWFUL ACTS, ADD AN UNLAWFUL ACT, REVISE MAXIMUM CIVIL PENALTY, CLARIFY PROCESS OF APPEALING CITATION, AND REVISE SCHEDULE OF PENALTIES ASSESSED BY ENFORCEMENT OFFICER; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS FLORIDA STATE STATUTE CHAPTER 489 AND CHAPTER 553 HAVE BEEN AMENDED SINCE THE ADOPTION OF THIS ORDINANCE; AND PORTIONS OF THE EXISTING ORDINANCE REQUIRE AMENDMENTS HEREIN FOR CONFORMANCE, CLARITY AND CONSISTENCY WITH FLORIDA STATE STATUTES. **NOW THEREFORE, BE IT ORDAINED** BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. Chapter 5, Article II, Section 5-16 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-16. Definitions.

As used in this article:

Board of Examiners or Board shall mean the Board of Examiners of Contractors provided for in this article.

Certificate shall mean a certificate of competency or a competency card.

Contractor and the various classes of contractors shall be defined as provided in F.S. section 489.105.

Owner-builder shall be defined as provided in F.S. section 489.103(7)(a). For the purposes of this chapter, the application for a building permit for the construction of more than one residence, duplex or commercial property in one year's time shall be construed as engaging in the construction business as an unlicensed contractor.

Specialty contractors are contractors who specialize in one or more of the crafts of the building construction and related contracting trades and whose scope of work and responsibility is limited to a particular phase of the building construction and related contracting trades as described in Florida Administrative Rule 61G4-15 or in this section. Specific requirements and license type for each classification, incorporated herein by reference, are listed on the City of Fort Pierce Building Department's webpage and are available in the Building Department.

(1) Acoustical/suspended ceiling contractor: A contractor qualified to install, maintain, repair, alter or extend any acoustical/suspended acoustical ceiling system.

(2) Aluminum contractor with concrete: A contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of accessories such as metal siding, soffits, gutters, awnings and prefabricated rooms. These contractors may also form, place reinforcing steel and miscellaneous steel and pour, place and finish concrete incidental to aluminum accessories. An aluminum contractor with concrete may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.

(3) Aluminum contractor without concrete: A contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of accessories such as metal siding, soffits, gutters, awnings and prefabricated rooms. An aluminum contractor without concrete may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.

(4) Aluminum siding contractor: A contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of aluminum siding, soffit, fascia and gutters. This work includes installation of insulation behind the siding and repair of the substrate incidental to the siding installation.

(5) Aluminum structure contractor: A contractor whose services are limited to fabricating, assembling, handling, erecting, installing, dismantling, adjusting, altering, repairing, servicing and design work when not prohibited by law, in accordance with accepted engineering data and/or according to manufacturer's specifications. The scope of work shall include and be limited to screened porches, screened enclosures, pool enclosures, pre-formed panel-post and beam roofs, mobile home panel roof-overs, residential glass window and door enclosures, vinyl panel window enclosures, single story self-contained aluminum utility storage structures (not to exceed 500 square feet) siding, soffit, fascia and gutters. It shall be limited to the construction of wood framing for the walls of uninhabitable utility storage structures, raised wood decks for enclosures and the repair and/or replacement of wood incidental to the aluminum construction work. The scope of work shall also include masonry concrete work and be limited to foundations, slabs and block kneewalls incidental to the aluminum construction work. Scope of work excludes any work that alters the structural integrity of the building including, but not limited to, roof trusses, lintels, load bearing walls, and foundations. An aluminum structure contractor may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.

(6) Apartment Maintenance Technician: A contractor whose services are limited to apartment complexes with at least 100 apartments; Equipment to be repaired is already installed on the property; equipment is commonly installed in similar locations, the equipment is not being modified except to replace components necessary to return the equipment to its original condition and the partial disassembly associated with the replacement. The equipment is repaired with new parts that are functionally identical to the parts being replaced. The individual repair does not involve replacement parts that cost more than $1,000. The repair may not be so extensive as to be a functional replacement of the electric water heater or the existing electric heating, ventilating, or air-conditioning system being repaired. For purposes of this section, an individual repair may not be part of a larger project that is divided into parts to avoid this restriction.

(7) Asphalt/concrete maintenance sealing and coating contractor: A contractor qualified to fill pot holes, coat an existing concrete or asphalt surface by squeegee, broom or mechanical applicator; and apply striping. Such contractor is not permitted to cut out existing concrete or asphalt for replacement; scope of work excludes paving.

(8) Canvas & fabric contractor: A contractor qualified to manufacture, install, repair, maintain alter or extend canvas or other approved cloth/synthetic cover materials over a rigid metal frame or to any building or structure designed to be used as protection against sun and weather. Excludes aluminum and/or awning fabrication, installation and repair,

(9) Carpentry contractor: A contractor qualified to install products in a building including, but not limited to, rough framing, structural and nonstructural trusses, conventional rafters, metal framing, sheathing, wood decks and work of the finish carpentry contractor.

(10) Communication and sound system contractor: A contractor qualified to install, maintain, repair , alter or extend wiring, apparatus, circuits and equipment operating at less than 50 volts, raceways, computer wiring, conduit for private telephone, cable television systems, intercom and public address systems. This contractor may connect to an existing power circuit beyond the last over current device, but shall not install burglar and fire alarm systems.

(11) Concrete forming and finishing contractor: A contractor qualified to batch and mix aggregates, cement and water to agreed specifications, to construct forms and framework for the casting and shaping of concrete and pressure injected footings; to place and erect reinforcing steel and miscellaneous embedded steel; and to place, finish and coat concrete.

(12) Demolition contractor: A contractor qualified to demolish and remove structures, such as dwellings, commercial buildings and foundations.

(13) Dredging contractor: A contractor qualified to dredge using mechanical or hydraulic dredging methods and equipment; also provides for sediment disposal.

(14) Drywall contractor (gypsum drywall): A contractor qualified, and whose scope shall be limited to, the installation of gypsum drywall products to wood and metal studs. The scope also includes the installation of all necessary and incidental metal accessories, including nonloadbearing metal studs, runners, hangers, channels, drywall metal suspension accessories and prefabricated ceiling materials; and the preparation of the surface over which drywall product is to be applied. This shall include the application of base and finish coats specifically designed for the gypsum drywall products.

(15) Excavation contractor: A contractor qualified to excavate, trench, dig or remove materials such as rock, gravel and sand to construct or excavate canals, lakes, levees, including the clearing of land of surface debris and vegetation, the grubbing of roots, the removal of debris; and leveling of related surfaces.

(16) Exterior surface coating contractor: A contractor qualified to lath and plaster, plaster and stucco or otherwise coat surfaces with a mixture of sand or other aggregate gypsum plaster, Portland cement plaster or quick-lime and water, or any natural or synthetic materials as to create a permanent surface coating. This contractor may also apply and affix metal lath or any other product prepared or manufactured, including the placing of metal studs and runners to which lath is to be applied, to provide key or suction bases for the support of the plaster coating.

(17) Fence contractor: A contractor qualified to construct, install, maintain, repair, extend or alter fencing, including, but not limited to, metal, wood, precast concrete and prefabricated fences, child safety barriers and automatic gates. Excludes electrical wiring and installation.

(18) Finish carpentry contractor: A contractor qualified to install finished wood products in a building including, but not limited to, paneling, trim, cabinetry, interior doors, and all hardware incidental thereto.

(19) Garage door installation contractor: A contractor qualified to install, maintain, repair, alter or extend residential or commercial type garage doors, including all hardware and operating devices. Excludes electrical wiring and installation.

(20) Glass and glazing contractor: A contractor qualified to select, cut, assemble and install all makes and kinds of glass and glass work; and execute the glazing frames, panels, sash and door, add holding metal frames, ornamental decorations, mirrors, tub and shower enclosures.

(21) Gunite contractor: A contractor qualified to mix materials and apply gunite or shotcrete.

(22) Hurricane protection contractor: A contractor qualified to fabricate, install, maintain, repair or replace exterior opening protection assemblies including, but not limited to shutters and awnings that are designed to protect residential and commercial structures from hurricane and storm force winds and wind-borne debris. This contractor may brace existing garage doors to comply with this code, but shall not install new garage doors. Excludes electrical wiring and installation.

(23) Insulation contractor: A contractor qualified to install, maintain, repair, alter or extend any insulation primarily installed to prevent loss or gain of heat from internal or external sources in pipes, vessels, ducts or built-up refrigerated boxes or rooms, This scope includes acoustical insulation and radiant barriers.

(24) Irrigation sprinkler contractor: A contractor qualified to install, maintain, repair, alter or extend, all piping, sprinkler heads, control system components, pump, and chemical injectors for irrigation of lawns and plant materials. Electrical work is limited to 50 volts except for connection of pigtailed equipment or replacement of identical controls and motors.

(25) Land clearing contractor: A contractor qualified to clear the land of vegetation, the grubbing of roots, the removal of surface debris and leveling of the surface lands incidental to the land clearing action.

(26) Lightning protection systems contractor: A contractor qualified to install, maintain, repair or alter any lightning protection system, including all terminals, conductors, ground rods, fittings and all other system fastenings, connections and bonding necessary to complete a system designed to protect structures and open spaces. Excludes electrical wiring and installation.

(27) Marine contractor: A contractor qualified with the experience and skill to construct, maintain, alter, install or repair seawalls, rip rap walls, bulkheads, revetments, docks, piers, wharfs, groins, boat lifts, davits, dune crossovers and other marine structures, including pile driving framing, concrete, masonry, dredge and fill. Excludes electrical wiring and installation.

(28) Masonry contractor: A contractor qualified to select, cut and lay brick, concrete block, horizontal reinforcement incidental to the placement of the units or any other unit masonry products, lay brick and other baked clay products, rough cut and dress stone, artificial stone and precast blocks, structural glass brick or block, but shall not place, pour or finish concrete.

(29) Metal building contractor: A contractor qualified to erect single story metal buildings, including site work, concrete, masonry, siding, roofing, windows and doors. Excludes the scope of electrical, plumbing, gas and HVAC.

(30) Painting and decorating contractor: A contractor qualified to prepare surfaces, apply paints by any method, brush, roller or sprayer; coatings and other finishes; all types of faux finish applications, paper hanging, sandblasting, waterproofing, cleaning and painting of roofs.

(31) Paver brick/paver block system contractor: A contractor qualified with the knowledge, skill and experience to prepare the base, provide for proper drainage, to select, cut and lay paver units. The contractor shall not place or finish concrete, except that which is required for the placing of the paver system. The contractor shall sub-contract any additional concrete work over and above that which is required by the manufacturers' specifications for paver unit installation to a qualified contractor.

(32) Paving contractor: A contractor qualified with asphalt and concrete experience and skill to construct roads, airport runways and aprons, parking lots, driveways, sidewalks, curbs and gutters, property line walls, storm drainage facilities, paver brick/paver brick systems and to perform the excavating, clearing and grading incidental thereto.

(33) Pile driving contractor: A contractor qualified to drive piling, including sheet piling and construction foundations, including the excavating, forming and placing of reinforcing steel and concrete and performing other work incidental thereto.

(34) Pre-stressed, pre-cast concrete erection contractor: A contractor qualified to erect structural precast concrete units such as deck, beams, girders, walls columns and stairs that are or may be used as structural members for buildings and structures, including welding and rigging in connection therewith and to erect precast concrete systems for guard rails and decorative panels above the ground floor, including such minor field fabrication as may be necessary.

(35) Reinforcing steel contractor: A contractor qualified to fabricate, place and tie steel reinforcing bars (rods) of any profile, perimeter, or cross-section that are or may be used to reinforce concrete buildings and structures in such a manner that under all agreed specifications, steel reinforcing bars (rods) for concrete building and structure can be fabricated, placed and tied.

(36) Siding, window and door contractor: A contractor qualified to install siding, windows and doors including vinyl, wood or aluminum siding, and all types of windows and doors. This includes the work necessary to prepare or repair the substrate to accomplish proper installation, but excludes any structural alterations.

(37) Sign contractor- Non-electrical: A contractor qualified to install, paint, repair, add to or change interior or exterior nonelectrical signs according to the building code.

(38) Structural steel erection contractor: A contractor qualified to erect structural steel shapes and plates, including such minor field fabrication as may be necessary of any profile, perimeter or cross-section that are or may be used as structural members for buildings and structures, including riveting, welding and rigging, only in connection therewith.

(39) Tile and marble contractor: A contractor qualified to prepare the base and set tile and marble.

(40) Tile, terrazzo and marble contractor: A contractor qualified to prepare the base, set, repair and refinish tile, terrazzo and marble.

(41) Tree removal contractor: A contractor qualified to trim, prune, plant, and remove trees; includes climbing trees and ladders for the purpose of trimming and related work.

(42) Welding contractor: A contractor qualified with experience in fabrication or sculpturing processes that join materials, usually metals or thermoplastics, by causing fusion.

State certification shall mean certification of a contractor by examination from the Florida Construction Industry Licensing Board as provided in section 489.111 of the Florida Statutes.

SECTION 2. Chapter 5, Article II, Section 5-17 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-17. Violations.

In addition to other penalties, a conviction of and/or finding of violation of any provision of this article shall revoke the license or certificate of the person so convicted or found to have violated provisions of this chapter, or the business organization of which the person so convicted or found to have violated provisions of this chapter was a member, or the business organization of which the person so convicted or found to have violated provisions of this chapter was an officer or director.

SECTION 3. Chapter 5, Article II, Section 5-18 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-18. Exemptions.

This article shall not apply to exemptions as provided in section 489.103 of the Florida Statutes.

SECTION 4. Chapter 5, Article II, Section 5-19 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-19. Board of Examiners of Contractors—Members; officers generally; meetings; rules.

(a) There shall be appointed by a majority vote of the city commission a Board of Examiners of Contractors, consisting of ten (10) members who have been residents of the county for at least two (2) years prior to the date of their appointment, except that this shall not apply as to the director of building and community response. The term of office of each member of the board shall be for four (4) years, but the city commission may remove any member of the board without cause, notice or hearing. Members appointed to fill vacancies caused by death, resignation or removal shall serve during the unexpired terms of their predecessors. The board shall consist of the director of building and community response, three (3) consumer representatives, and six (6) members licensed in the State of Florida from any of the following fields: architect; engineer; swimming pool, roofing, or other specialty contractor; general, residential, or building contractor; electrical contractor; plumbing contractor; or mechanical or air-conditioning contractor.

(b) The board shall elect a chairman and such other officers as may be necessary from among its members.

(c) The board shall hold not less than four (4) regular meetings each fiscal year, one in July, one in October, one in January and one in April. The meetings shall be called by the chairman of the board and in his absence by the vice-chairman of the board. Absence from two (2) consecutive meetings of the board shall vacate the seat of that member, unless such absence is excused by the board.

(d) The board shall have the right, power and authority to make such by-laws, rules and regulations governing its body as it may deem necessary; provided, that the same do not conflict with the charter and ordinances of the city or the constitution and laws of the United States and of the state. Six (6) members of the board shall constitute a quorum and a majority vote of those present shall be required to make any decisions.

(e) Members of the board, except the director of building and community response, shall each receive compensation in the amount of twenty dollars ($20.00) per meeting attended, payable on a quarterly basis. Responsibility for reporting attendance to receive compensation shall be placed with the board's staff coordinator.

SECTION 5. Chapter 5, Article II, Section 5-32 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-32. Certificate of competency—Manner of obtaining.

A contractor's certificate of competency shall be obtained in the following manner:

(1) Any person required or desiring to be qualified as a contractor shall make application on a form provided by the city. A nonrefundable application fee as provided in section 5-36 of this article shall be paid upon submittal of the application. The application shall be retained by the city together with all supporting papers.

(2) Should the applicant be a business organization, the application shall be executed by the president or one legally qualified to act for the business organization, who shall show his authority to so act on the application, and shall name an authorized agent on behalf of the business organization showing his authority.

   a. To act for the business organization in all matters in any manner connected with the contracting business.

   b. To take the qualifying examination for the business organization, unless holding a current certificate of competency of the class and type necessary.

The business organization shall be qualified only through the qualifications of such agent taking the examination, or through an agent currently qualified and if the agent (qualifier) shall sever his affiliation with such business organization, the certificate of competency held by such business organization shall be automatically cancelled. The agent (qualifier) shall be restricted to the work of a business organization he is currently qualifying.

(3) No application shall be considered by the board unless the applicant provides all information required by 5:00 p.m. on the Tuesday prior to the scheduled board meeting, which shall include:

a. A statement of applicant's proposed contracting business.

b. The type of certificate being applied for.

c. The name, residence and business address of applicant.

d. If applicant is a business organization, the name and business address of the business organization, the name and residence of all directors and officers and their interest therein and the name and address of the applicant's qualified representative and information contained above. If applicant is a business organization, the certificate of incorporation.

e. A sworn financial statement of the applicant, a credit report submitted directly from the credit reporting agency and an agreement authorizing the secretary of the board to obtain from any source dealing with the applicant, even though confidential, such additional information concerning the applicant's financial condition as the secretary deems necessary. The financial statement and credit report shall not be older than six (6) months at the time of submittal.

f. A sworn list of businesses owned and operated or managed by applicant or in which the applicant has had an interest of any kind, or been employed by, during the past five (5) years and the addresses of these businesses.

g. Three (3) letters of recommendation from reputable persons in a business or profession, not related by blood or marriage to the applicant, vouching for the applicant's reputation as to honesty, integrity and good character.

h. A sworn statement under oath that the applicant has not been convicted of a misdemeanor involving moral turpitude or felony during the past five (5) years and that he is not presently charged with committing a felony or misdemeanor involving moral turpitude; if this is not the case, applicant shall specify the details of the conviction or charge.

i. That the applicant has a practical and working knowledge of the statutes of the state and ordinances of the city applicable to the business in which he seeks to engage, including but not limited to the zoning and building codes of the city.

j. That the applicant has a practical and working knowledge of the business of contracting or subcontracting in which he seeks to engage.

k. An original and complete certificate of insurance issued by an insurance company authorized to do business in the State of Florida, as required in section 5-47.

l. Copy of a current business tax receipt issued by a county or municipality.

m. Proof of having obtained a score of seventy (70) per cent or higher on the required contractor competency examinations or the required general specialty examinations. A letter of reciprocity in accordance with section 5-48 shall be accepted.

SECTION 6. Chapter 5, Article II, Section 5-33 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-33. Investigation of applicants.

The Board of Examiners of Contractors shall not issue a certificate of competency unless, by a majority vote of the board members present, the board finds:

(1) That the applicant, or if applicant is a business organization then the qualified representative, has made a score of seventy (70) per cent or higher on the contractor competency examinations or general specialty examinations and has the necessary experience for the type of certificate applied for.

(2) That the credit report and financial statement of the applicant shows that the applicant is financially able to engage in the contracting business for which a license is required so that the public will be protected.

(3) That the applicant and each officer of the business organization possesses a reputation of honesty, integrity and good character and has not been convicted of a misdemeanor involving moral turpitude or a felony in the past five (5) years. This shall be determined by the board from the information contained in the letters of recommendation submitted by the applicant and any other statements submitted to or obtained by the Board of Examiners of Contractors or its investigators. The lack of honesty, integrity or good character may be established by competent evidence that:

a. Applicant has committed an act within the last three (3) years which, if committed or done by a licensed contractor, would be grounds for suspension or revocation of the contractor's license.

b. Applicant has committed an act within the past three (3) years involving dishonesty, fraud, deceit or lack of integrity whereby the applicant has been benefited or whereby some injury has been sustained by another.

c. Applicant has in the past five (5) years refused to pay just bills of at least five (5) different persons or has been adjudged bankrupt.

d. Applicant has been convicted of a misdemeanor involving moral turpitude or felony during the past five (5) years.

SECTION 7. Chapter 5, Article II, Section 5-35 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-35. Expiration; renewal; certificate of competency.

(a) All certificates of competency shall expire annually at midnight on September 30. Certificate holders are responsible for annual renewal of their certificates.

(b) A certificate may be renewed on payment of an annual renewal fee as provided in section 5-36 of this article. Failure to renew the certificate within twelve (12) months of the renewal due date shall cause the certificate to automatically expire and become null and void, and it shall be unlawful thereafter for any person to engage or offer to engage or hold himself out as engaging in contracting under the expired certificate. Such expired certificate may not be renewed. Individuals holding such expired certificate who desire to engage in the business of contracting shall be considered applicants for an original certificate and must reapply under the provisions of section 5-32.

(c) A person who holds a valid current certificate may go on inactive status, during which time he shall not engage in contracting. Inactive competency cards shall expire one (1) year from the date of their issuance; they may not be renewed. The holder of the card may, during its term, convert the card to an active competency card upon the payment of the required fees as provided in section 5-36 of this article.

(d) All contractors shall report to the city within seven (7) days any change of address of business.

SECTION 8. Chapter 5, Article II, Section 5-36 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-36. Fees.

(a) Contractors shall pay the following fees for a certificate of competency:

(1) Application for a certificate of competency: Non-refundable fee, one hundred twenty five dollars ($125.00)

(2) Initial issuance of a certificate of competency for contractors other than those with current certification issued by the Florida Construction Industry Licensing Board: Fee, fifty dollars ($50.00).

(3) A certificate may be renewed upon payment of an annual renewal: Fee, seventy-five dollars ($75.00), on or before September 30 (hereinafter referred to as the "renewal due date"). All certificates not renewed on or before the renewal due date shall be considered delinquent and subject to a delinquency penalty as follows: twenty-five (25) per cent of the annual renewal fee if paid within three (3) months of the renewal due date; fifty (50) per cent of the annual renewal fee if paid within four (4) to six (6) months of the renewal due date; seventy-five (75) per cent of the annual renewal fee if paid within seven (7) to nine (9) months of the renewal due date; and double the annual renewal fee if paid within ten (10) to twelve (12) months of the renewal due date.

(4) Replacement competency card: Fee, twenty dollars ($20.00).

(b) Contractors having a current valid certificate of competency shall pay the following fees for a change to the status of the certificate:

(1) Placement of certificate of competency into inactive status: Fee, twenty-five dollars ($25.00).

(2) Return inactive status of a certificate of competency to active status: Fee, fifty dollars ($50.00).

(3) Change from business entity to another business entity: Fee, sixty dollars ($60.00).

(4) Amend filed business organization name to another: Fee, fifty dollars ($50.00).

(5) Change from an individual to a qualifying business: Fee, seventy-five dollars ($75.00).

(6) Change from a qualifying business to an individual: Fee, seventy-five dollars ($75.00).

(7) Business name change: Fee, one hundred dollars ($100.00).

(8) Qualify an additional business entity: Fee, one hundred dollars ($100.00).

(c) Miscellaneous fees:

(1) Service user fee: Fee, twenty-five dollars ($25.00).

(2) Letters of reciprocity: Fee, thirty-five dollars ($35.00).

SECTION 9. Chapter 5, Article II, Section 5-37 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-37. State certified contractors.

(a) A state certified contractor who possesses a certificate of competency issued by the Florida Department of Professional Regulation may contract in any jurisdiction in the State of Florida without being required to fulfill the competency requirements of that jurisdiction.

(b) A state certified contractor shall present to the building official at the time of each application for a building permit or related permit evidence of current state certification, proof of a current business tax receipt for a primary place of business, and an original certificate of insurance as required in section 5-47.

(c) Voluntary application for a competency card may be made by a state certified contractor who desires the city to maintain his records on file. He shall complete the appropriate application form, attach a copy of his state certification, a copy of his current business tax receipt for a primary place of business, and provide an original certificate of insurance required in section 5-47; and pay a service user fee as provided in section 5-36 of this article~~.~~, to have such documents stored and kept on file to avoid the requirement of presenting such documents for every permit sought. as provided in section 5-36 of this article.

SECTION 10. Chapter 5, Article II, Section 5-48 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-48. Reciprocity.

(a) The board may, by reciprocity, grant a certificate of competency to any applicant who has obtained a certificate of competency in any other county or municipality of the state having code licensing requirements and conducting examinations which are, in the reasonable opinion of the board, substantially similar to those of the city, upon payment of the application fee for the applicant's classification as herein set out and furnishing all information to the board in writing as required by section 5-32~~.~~, and providing proof that the applicant has met all other criteria pursuant to this chapter.

(b) Notwithstanding section 5-48(a), the director of building and community response, or his designee, is authorized, by such reciprocity, at his reasonable discretion, to grant a certificate of competency to an applicant who has obtained a certificate of competency in any other county or municipality of the state having code licensing requirements and conducting examinations which are, in the reasonable opinion of the director of building and community response, or his designee, substantially similar to those of the city, upon payment of the application fee for the applicant's classification as herein set out, furnishing all information in writing as required by section 5-32, and providing proof that the applicant has met all other criteria pursuant to this chapter.

(c) The burden of showing the substantial similarity of the code licensing requirements, demonstrating compliance with the requirements of section 5-32, and proving that the applicant has met all other criteria pursuant to this chapter shall be on the applicant.

(d) A certificate issued through reciprocity shall be subject to each of the other provisions of this article.

SECTION 11. Chapter 5, Article II, Section 5-51 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-51. Disciplinary procedures.

(a) Any person including, but not limited to the director of building and community response of the city, may prefer charges against the holder of a contractor's certificate of competency issued pursuant to the provisions of this subchapter or a contractor certified by the State of Florida. Such charges shall be made in writing and sworn to by the complainant or complaining witness and submitted to the building official of the city who shall immediately notify the chairman of the receipt thereof. The building official shall mail a copy of such charges to the respondent within fifteen (15) days from the receipt thereof.

(b) The director of building and community response and the chairman of the board shall review the complaint for probable cause. If no probable cause is found, the complaint shall be denied and not referred to the board. A copy of the complaint and the findings of the director of building and community response and the chairman shall be placed in the respondent's file. The complainant or

complaining witness shall have no right of appeal. Where a probable cause is found, the complaint shall be referred to the board for a hearing on the complaint.

(c) The proceedings of the board may be informal in nature and the board shall not be bound by the rules of evidence. The board shall be entitled to rely on such evidence as is regularly relied upon in the ordinary course of the conduct of business.

(d) The proceedings shall not be delayed, deferred or suspended without the approval of the board even though the respondent is made a party of civil litigation, or is a defendant or is acquitted in a criminal action, notwithstanding that either of such proceedings involves the subject matter of the investigation.

(e) At the hearing the respondent shall be allowed to testify and to produce evidence and other witnesses in his behalf. The respondent may be accompanied by counsel. The respondent shall be given an opportunity to make a statement personally or by counsel, verbally or in writing, sworn or unsworn, explaining, refuting or admitting the alleged charges. The respondent shall be granted the right to be present at any hearing when evidence is to be presented to the Board of Examiners of Contractors and to call witnesses or present evidence and to cross-examine, subject to reasonable limitation.

(f) If the respondent admits to the alleged charges the board may immediately make a finding of violation without further testimony. If the respondent fails to appear, the board may make its determination based upon the sworn complaint.

(g) The complainant or complaining witness is not a party to the disciplinary proceeding. Unless found to be impractical by the chairman of the board due to unreasonable delay or other good cause, the complainant or complaining witness shall be granted the right to be present at any board hearing when evidence is to be presented, subject to reasonable limitations. The complainant or complaining witness shall have no right of appeal from the decision of the board.

(h) Upon conclusion of the formal hearing, the board shall make a determination. If the respondent is found to be guilty of misconduct by the board, the board shall thereupon enter its findings, an order of guilt and determine the proper disciplinary action to be imposed upon the respondent.

(i) If a complaint is brought against a respondent whose competency card is in a state of expiration, or expires prior to the hearing, the proceedings on the complaint shall be stayed. Provided, however, that the competency card may not be renewed, re-issued or activated until the board has disposed of the complaint.

(j) Quorum/vote. No fewer than six (6) members shall constitute a quorum. All findings of guilt and recommendations of discipline shall be by affirmative vote of a majority of the committee members present, which majority must number at least four (4) members.

(k) Appeal. Any decision of the board imposing disciplinary action on a respondent may be appealed by the respondent to the city commission within fifteen (15) days of the date of the board's decision; provided, however, a written notice of such appeal shall be filed with the city clerk within such a period of time. The city clerk shall notify all interested parties of the date fixed for hearing the appeal, which date shall be not less than thirty (30) days after the date of the filing of the notice of appeal. The hearing on appeal shall be, to the extent possible, upon the record and shall not be a hearing de novo. The city commission shall review the transcript of the hearing before the contractors examining board together with any tangible evidence considered by the board that determined its decision. The city commission may also entertain any additional testimony or evidence offered by the respondent or other interested party that was not brought out at the board hearing.

(l) Stay on appeal. Any decision of the board imposing disciplinary action upon a respondent, other than revocation, which has been appealed by the respondent shall be automatically stayed upon receipt of the written notice of appeal by the city clerk.

SECTION 12. Chapter 5, Article II, Section 5-52 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-52. Grounds for revocation or suspension.

The board shall have the power, in addition to all other powers provided for in this division, to revoke or suspend the certificate of any contractor approved hereunder, who shall be found to have violated any one or more of the following acts or omissions:

(1) Obtaining a certificate by fraud or misrepresentation;

(2) Committing fraud or deceit in the practice of contracting;

(3) Committing incompetency or misconduct in the practice of contracting; and

(4) Committing gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property.

(5) Abandoning a construction project in which the contractor is engaged or under contract as a contractor. A project may be presumed abandoned after ninety (90) days if the contractor terminates the project without just cause or without proper notification to the owner, including the days.

(6) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer. Financial mismanagement or misconduct occurs when:

a. Valid liens have been recorded against the property of a contractor's customer for supplies or services ordered by the contractor for the customer's job; the contractor has received funds from the customer to pay for the supplies or services; and the contractor has not had the liens removed from the property, by payment or by bond, within seventy-five (75) days after the date of such liens;

b. The contractor has abandoned a customer's job and the percentage of completion is less than the percentage of the total contract price paid to the contractor as of the time of abandonment, unless the contractor is entitled to retain such funds under the terms of the contract or refunds the excess funds within thirty (30) days after the date the job is abandoned; or

c. The contractor's job has been completed, and it is shown that the customer has had to pay more for the contracted job than the original contract price, as adjusted for subsequent change orders, unless such increase in cost was the result of circumstances caused by the customer, or was otherwise permitted by the terms of the contract between the contractor and the customer.

(7) Substantial departure from, or disregard, of, plans or specifications without consent the owner or his duly authorized representative;

(8) Knowingly or deliberately disregarding or violating any applicable building codes or laws of the state, county or the city;

(9) Willfully and deliberately engaging in a type or class of contracting for which the contractor is not licensed or registered;

(10) Being disciplined by any other municipality or county;

(11) Failing to actively supervise construction projects for which the contractor has applied for and obtained a building permit; or for projects for which the contractor is, by contract, responsible;

(12) Contracting with persons or business organizations not having a certificate of competency issued by the city for work or services to be performed within the city when said persons or business organizations are required by this chapter to possess such a certificate of competency in order to perform the contracted work or services; and

(13) Proceeding on any job without obtaining the applicable building department permits and inspections.

(14) Being convicted or found guilty, by judge or jury in court of competent jurisdiction, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting.

(15) Knowingly combining or conspiring with an uncertified or unregistered person by allowing his certificate or registration to be used by the uncertified or unregistered person with intent to evade the provisions of this Code. When a certificate holder or registrant allows his certificate or registration to be used by one or more business organizations without having any active participation in the operations, management, or control of such business organizations, such act constitutes prima facie evidence of an intent to evade the provisions of this Code.

SECTION 13. Chapter 5, Article II, Section 5-53 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-53. - Prohibitions; penalties and enforcement.

(a) It shall be unlawful for any person to:

(1) Falsely hold himself or a business organization out as a licensee, certificate holder, registrant or holder of a certificate of competency issued by the board;

(2) Falsely impersonate a certificate holder or registrant or the holder of a certificate of competency issued by the board;

(3) Present as his own the certificate, registration, or certificate of competency of another;

(4) Knowingly give false or forged evidence to the board or member thereof for the purpose of obtaining a certificate of competency;

(5) Use or attempt to use a certificate, registration or certificate of competency which has been suspended or revoked;

(6) Engage in the business or act in the capacity of a contractor or advertise himself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered, certified or the holder of a certificate of competency;

(7) Operate a business organization engaged in contracting after sixty (60) days following the termination of its only qualifying agent without designating another primary qualifying agent;

(8) Commence or perform work for which a building permit is required pursuant to this chapter without such building permits being in effect;

(9) Willfully or deliberately disregard or violate any city or county ordinance relating to uncertified or unregistered contractor;

(10) Act in the capacity of a contractor different from the scope of work for which the contractor is certified to perform; or

(11) Fail to secure required inspections.

(12) Willfully and deliberately obtain or attempt to obtain a permit for an entity unregistered or unlicensed.

(b) The director of building and community response, the building official, the deputy building official, building inspectors, and licensing investigators of the city are hereby designated, authorized and charged with enforcement responsibilities to enforce the provisions of F.S. §§ 489.127(1) and 489.132(1) and Chapter 5, Article II, of this Code, against persons who engage in activities for which a city certificate of competency is required.

(1) The enforcement authorities designated herein may issue a citation, as provided herein, for any violation of F.S. §§ 489.127(1) and 489.132(1) and Chapter 5, Article II, of this Code, whenever, based upon personal investigation, the enforcement officer has reasonable and probable grounds to believe that such a violation has occurred.

(2) The citation issued by an enforcement officer pursuant to this section shall be in the form prescribed by the city commission, which form shall state:

a. The time and date of issuance.

b. The name and address of the person to whom the citation is issued.

c. The time and date of the violation.

d. A brief description of the violation and the facts constituting reasonable cause.

e. The name of the enforcement officer.

f. The procedure for the person to follow in order to pay a civil penalty or to contest the citation.

g. The applicable civil penalty if the person elects not to contest the citation.

(c) The maximum civil penalty which may be levied pursuant to any citation shall not exceed two thousand five hundred dollars ($2,500.00). The monies collected pursuant to this section shall be retained by the city and shall be set aside in a specific fund to support future enforcement activities against unlicensed contractors.

(d) (1) The act for which a citation is issued shall be ceased upon the receipt of the citation.

(2) The person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within ten (10) days of receipt of the citation, exclusive of week-ends and legal holidays, request in writing an administrative hearing before the Board of Examiners of Contractors to appeal the issuance of the citation by the enforcement officer, and specify in such written request the grounds for such appeal.

(3) Failure of the violator to appeal the decision of the enforcement officer within the time period set forth herein shall constitute a waiver of the violator's right of an administrative hearing. A waiver of the right to an administrative hearing shall be deemed an admission of the violation and penalties may be imposed accordingly.

(4) If the person issued the citation or his designated representative shows that the citation is invalid or that the violation has been corrected prior to appearing before the Board of Examiners of Contractors, the board may dismiss the citation unless the violation is irreparable or irreversible.

(5) Each day a willful, knowing violation continues shall constitute a separate offense under the provisions of this section.

(6) If the Board of Examiners of Contractors finds that a violation exists the board may order the violator to pay a civil penalty of not less than the amount set forth on the citation but not more than two thousand five hundred dollars ($2,500.00) per day for each violation. In determining the amount of the penalty the contractor's examining board shall consider the following factors.

a. The gravity of the violation.

b. Any action taken by the violator to correct the violation.

c. Any previous violations created by the violator.

(7) Upon written notification by the enforcement officer that a violator has not contested the citation or paid the civil penalty within the time frame allowed on the citation the Board of Examiners of Contractors shall enter an order ordering the violator to pay the civil penalty set forth on the citation and a hearing shall not be necessary for the issuance of such order.

(8) A certified copy of an order imposing a civil penalty against an unlicensed contractor may be recorded in the public records and thereafter shall constitute a lien against any real or personal

property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state including a levy against personal property; however, such order shall not be deemed to be a court judgment except for enforcement purposes. After three (3) months from the filing of any such lien which remains unpaid, the Board of Examiners of Contractors may authorize the foreclosure on the lien. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under Section 4, Article X of the State Constitution.

(9) An aggrieved party, including the city, may appeal a final administrative order of the Board of Examiners of Contractors to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the contractor's examining board. An appeal shall be filed within thirty (30) days of the execution of the order appealed.

(10) All notices required by this section shall be provided to the alleged violator by certified mail, return receipt requested; by hand-delivery by the sheriff or other law enforcement officer or enforcement officer; by leaving the notice at the violator's usual place of residence with some person of his family above fifteen (15) years of age and informing such person of the contents of the notice; or by including a hearing date within the citation.

(11) Any person who willfully refuses to sign and accept a citation issued by an enforcement officer commits a misdemeanor of the second degree punishable as provided by F.S. §§ 775.082 or 775.083.

(e) Nothing contained herein shall prohibit the city from enforcing its codes or ordinances by any other means.

(f) (1) The schedule of penalties to be assessed by the enforcement officer when issuing a citation shall be as follows:

Number of Violations	Licensed Contractor Penalty	Unlicensed Contractor Penalty
First Offense	$500.00	$500.00
Second Offense	$1,000.00	$1,250.00
Third and Subsequent Offenses	$1,500.00	$2,500.00

SECTION 14. 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 15. All ordinances or parts thereof in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 16. This Ordinance is and the same shall become effective immediately upon final passage hereof.

CITY OF FORT PIERCE, FLORIDA

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

_____
James M. Messer, City Attorney

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

Meeting Date: 01/17/2017

Re: Application for Subdivision: Final Plat - Cargill Property - 3798 Selvitz Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Review and approval of an application for Final Plat, submitted by Property Owner(s) Cargill Juice N America Inc. and Applicant, Precast Specialties, LLC. (PCS), to subdivide a 75 acre parcel of land for the Precast Specialties Site Development located at 3798 Selvitz Road, Fort Pierce, FL. The property is zoned Heavy Industrial (I-3) 2432-122-0001-000-5 (75 Acre Segment).

SUMMARY:

- The applicant is requesting the approval of a final plat for the proposed Precast Specialties Subdivision.
- The City Commission at their January 3rd, 2017 meeting approved the preliminary plat proposing to separate a 75 acre parcel of land, from the parent tract which is 160.43 acres in size and location east of Selvitz Road, west of Fort Pierce Central High school, and directly north of the NSLWCD Canal intersecting Christenson Road.
- The City Commission authorized a phased Site Plan for development of a 76,100 sq. ft. precast concrete production facility in multiple phases, located on this 75-acre expanse of the subject parcel located at 3798 Selvitz Road.
- The Final Plat, which is consistent with the Preliminary Plat, encompasses the reservation, and development via the Site Plan, of an access driveway from Selvitz Road, east and south to the subject property.
- The Planning Board, at their December 13th, 2016 meeting, voted unanimously to recommend approval of the Preliminary Plat, however the Final Plat is not required to be reviewed by the Planning Board. No changes have been made from the Preliminary Plat.
- The Fort Pierce Engineering department is coordinating with Gregory S. Fleming, PSM, of NorthStar Geomatics, Inc. to complete the final inspections and certifications of the Plat prior to final action by the City Commission.

RECOMMENDATION:

Approval with the condition that the Access Easement is executed by all affected land owners and recorded prior to the certification of the Plat

ALTERNATIVES:

Approval with alternative conditions
Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Tracy Telle, Assistant City Engineer

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad-Valorem Tax Revenue based upon proposed infrastructure improvements and the completion of the approved Site Development Plan for the subject tract.

Attachments

Staff Report
Site Aerial
Proposed Final Plat & Access Driveway Improvement Plans
Subdivision Application, Survey & Support Documents
PB Meeting 12.13.16 - Marked - Not Yet Approved

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/11/2017 11:31 AM

Form Started By: Kori Benton Started On: 01/06/2017 12:07 PM
Final Approval Date: 01/11/2017

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: Application for Subdivision: Final Plat
Precast Specialties Subdivision – Cargill Property
3798 Selvitz Road

DATE: January 6, 2017

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

Requested Action: Approval of a Final Plat to subdivide a 75 acre parcel of land for the Precast Specialties Site Development.

Location: 3798 Selvitz Road

Parcel ID: 2432-122-0001-000-5 (75 Acre Segment)

Current Zoning: I-3, Heavy Industrial

Future Land Use: Heavy Industrial (HI)

Surrounding Zoning:

North	East	South	West
IH (SLC)	R-2	Canal/R-1/PD	I-3/I-1

Site Size: 75 acres*

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

Request

The applicant is requesting the approval of a final plat for the proposed Precast Specialties Subdivision. The parcel is made up of a total of 160. 43 acres and is located east of Selvitz Road, west of Fort Pierce Central High school, and directly north of the NSLWCD Canal intersecting Christenson Road. The proposal is to separate the 75 acre parcel of land, from the parent tract, for the Precast Specialties Site Development. The City Commission approved the preliminary plat request on January 3, 2017.

The Final Plat encompasses the reservation and development, via the Site Plan for Precast Concrete Specialties, of an access driveway from Selvitz Road, east and south to the subject property. This proposed private drive would be improved with utilities, asphalt, lighting, and some landscaping to provide a legal and recorded access point for the proposed parcel.

The applicant is coordinating with FPUA to integrate a utility easement across the property presented in the plat to be recorded parallel with the site development plan, to provide access to FPUA for expansion of potable water infrastructure.

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.

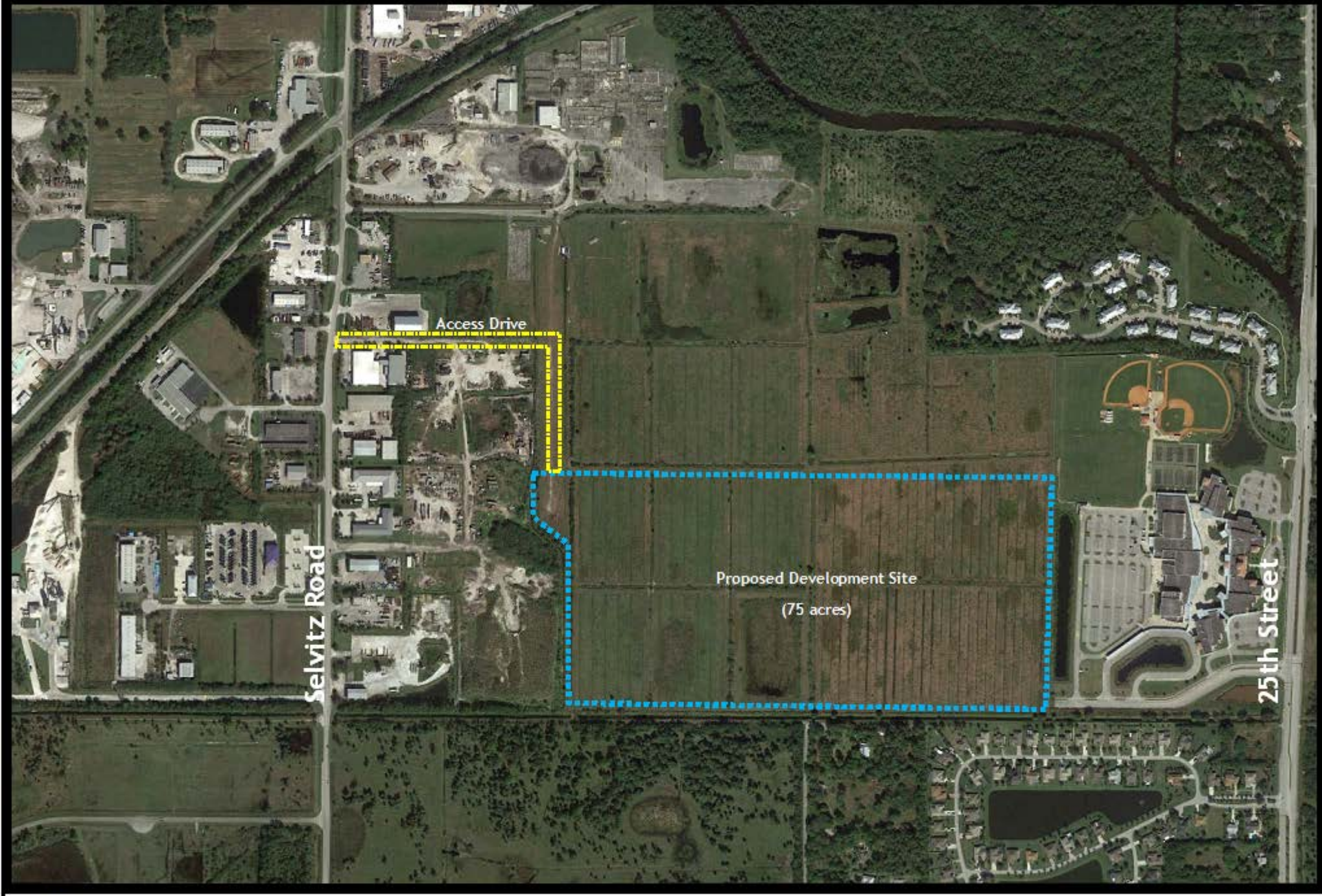
Technical Review Committee

All affected departments have reviewed the proposed Final Plat for consistency with the requirements of the City Code.

The Fort Pierce Engineering department is coordinating with Gregory S. Fleming, PSM, of NorthStar Geomatics, Inc. to complete the final inspections and certifications of the Plat prior to final action by the City Commission.

Staff Recommendation:

The proposed Final Plat is consistent with applicable City Code and the Comprehensive Plan therefore Staff recommends approval with the condition that the Access Easement is executed by all affected land owners and recorded prior to the certification and recording of the plat.



THE SUNRISE CITY
FORT PIERCE
Florida

Precast Specialties, Inc. – Site Aerial

3798 Selvitz Road

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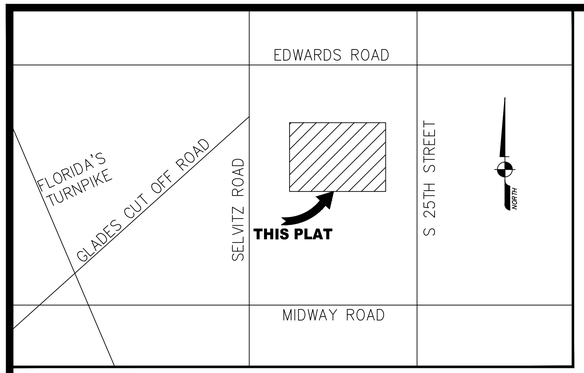


LOCATION SKETCH
NOT TO SCALE

PLAT BOOK: _____

PAGE: _____

DOCKET NO.: _____

PRECAST SPECIALTIES

A PORTION OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
JANUARY 2017

CERTIFICATE OF DEDICATION AND DESCRIPTION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

KNOW ALL MEN BY THESE PRESENTS, THAT PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FEE SIMPLE OWNER OF THE LANDS HEREON, DESCRIBED AND PLATTED HEREIN, AS PRECAST SPECIALTIES, BEING IN CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AND A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY 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, 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" E, 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 PARCEL LYING IN THE CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA CONTAINING 3,267,000 SQUARE FEET (75.000 ACRES), MORE OR LESS.

IN WITNESS WHERE OF, PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____ _____ OF PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2016.

PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____

_____

WITNESS

_____

_____
PRINTED NAME

WITNESS

_____

_____
PRINTED NAME

ACKNOWLEDGEMENT AS TO CERTIFICATION OF DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016. BY, _____, _____ OF PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

WHO IS PERSONALLY KNOW TO ME OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

NOTARY PUBLIC: _____ COMMISSION#: _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

CITY ATTORNEY:

IT IS HEREBY CERTIFED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

BY: _____
JAMES M. MESSER
CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA.

SEAL	SEAL	SEAL	SEAL
CLERK OF THE BOARD OF CITY COMMISSIONERS	*CLERK OF THE CIRCUIT COURT*	*WILLIAM S. PAYNE, P.S.M.*	*MICHAEL D. AVIROM, P.L.S.*

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MARK S. WEINBERG, MEMBER OF THE FLORIDA BAR, IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JUNE 22, 2016 AT 11:00 PM, HEREBY CERTIFY:

1) APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT OF PRECAST SPECIALTIES IS IN THE NAME OF THE ENTITIES AND/OR PERSONS EXECUTING THE DEDICATION HEREON.

2) ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON ARE LIST AS FOLLOWS:

PURSUANT TO FLORIDA STATUTE 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2015.

DATED THIS _____ DAY OF _____, 2016.

MARK S. WEINBERG

BY: _____
GRAYROBINSON, P.A.
333 S.E. 2ND AVENUE, SUITE 3200
MIAMI, FL 33131

CITY COMMISSION CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE COMMISSION THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____ 2016.

THIS _____ DAY OF _____, 2016.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX, CITY CLERK

CLERK'S CERTIFICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF PRECAST SPECIALTIES, AND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE LAWS OF FLORIDA. THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, 2016 AND RECORDED ON PAGE _____ OF PLAT BOOK _____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA.

JOSEPH E. SMITH, CLERK OF CIRCUIT COURT

BY: _____
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S NOTES:

1. ⊡ INDICATES SET PERMANENT REFERENCE MONUMENT, A 4"x4"x30" CONCRETE MONUMENT WITH A 3" BRASS DISC STAMPED "PRM LB 3300".
2. COORDINATES SHOWN HEREON WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GPS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY AND ARE BASED ON THE CURRENT ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NUMBER 101, HAVING A BEARING OF S89°56'27"E.
4. PLAT CONTAINS ONE LOT WITH AN AREA OF 75.000 ACRES.
5. ABBREVIATION LEGEND: C = CALCULATED; ℄ = CENTERLINE; F.B. = FIELD BOOK; FD. = FOUND; L.B. = LICENSED BUSINESS; MS = MEASURED; NAVD = NORTH AMERICAN VERTICAL DATUM; NSLRWCD = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT; O.R.B. = OFFICIAL RECORDS BOOK; P.B. = PLAT BOOK; PG. = PAGE; P.L.S. = PROFESSIONAL LAND SURVEYOR; P.R.M. = PERMANENT REFERENCE MONUMENT; P.S.M. = PROFESSIONAL SURVEYOR & MAPPER; W/ = WITH; W/CAP = WITH SURVEYORS CAP.

PLANNING AND DEVELOPMENT SERVICES APPROVAL:

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE IH ZONING DISTRICT, AS SET FORTH IN SECTION 7.01.00 OF THE CITY OF FORT PIERCE DEVELOPMENT CODE.

THIS _____ DAY OF _____, 2016.

BY: _____
REBECCA GROHALL
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES
FORT PIERCE, FLORIDA

SURVEYOR'S REVIEW CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

_____ DATE: _____
GREGORY S. FLEMING, PROFESSIONAL SURVEYOR AND MAPPER,
FLORIDA REGISTRATION NO. 4350
PLAT REVIEWER FOR CITY OF FORT PIERCE, FLORIDA

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON MAY 13, 2016, HE COMPLETED THE SURVEY OF LANDS AS SHOWN IN THE FORGOING PLAT; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS AND ALL CORNERS WILL BE PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, PART 1, AS AMENDED, AND THAT SAID LAND IS LOCATED IN ST. LUCIE COUNTY, FLORIDA.

_____ DATE: _____
MICHAEL D. AVIROM, P.L.S. FLORIDA REGISTRATION NO. 3268
AVIROM & ASSOCIATES, INC.
7685 SW ELLIPSE WAY, STUART, FL. 34997
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. L.B. 3300

PREPARED BY:	AVIROM & ASSOCIATES, INC.	SHEET
MICHAEL D. AVIROM, P.L.S. NO. 3268 PREPARATION DATE: 01/04/2017	**SURVEYING & MAPPING** 7685 SW ELLIPSE WAY STUART, FLORIDA 34997 (772) 781-6266 CERTIFICATION OF AUTHORIZATION NO.: L.B. 3300	1 OF 2

10188-1

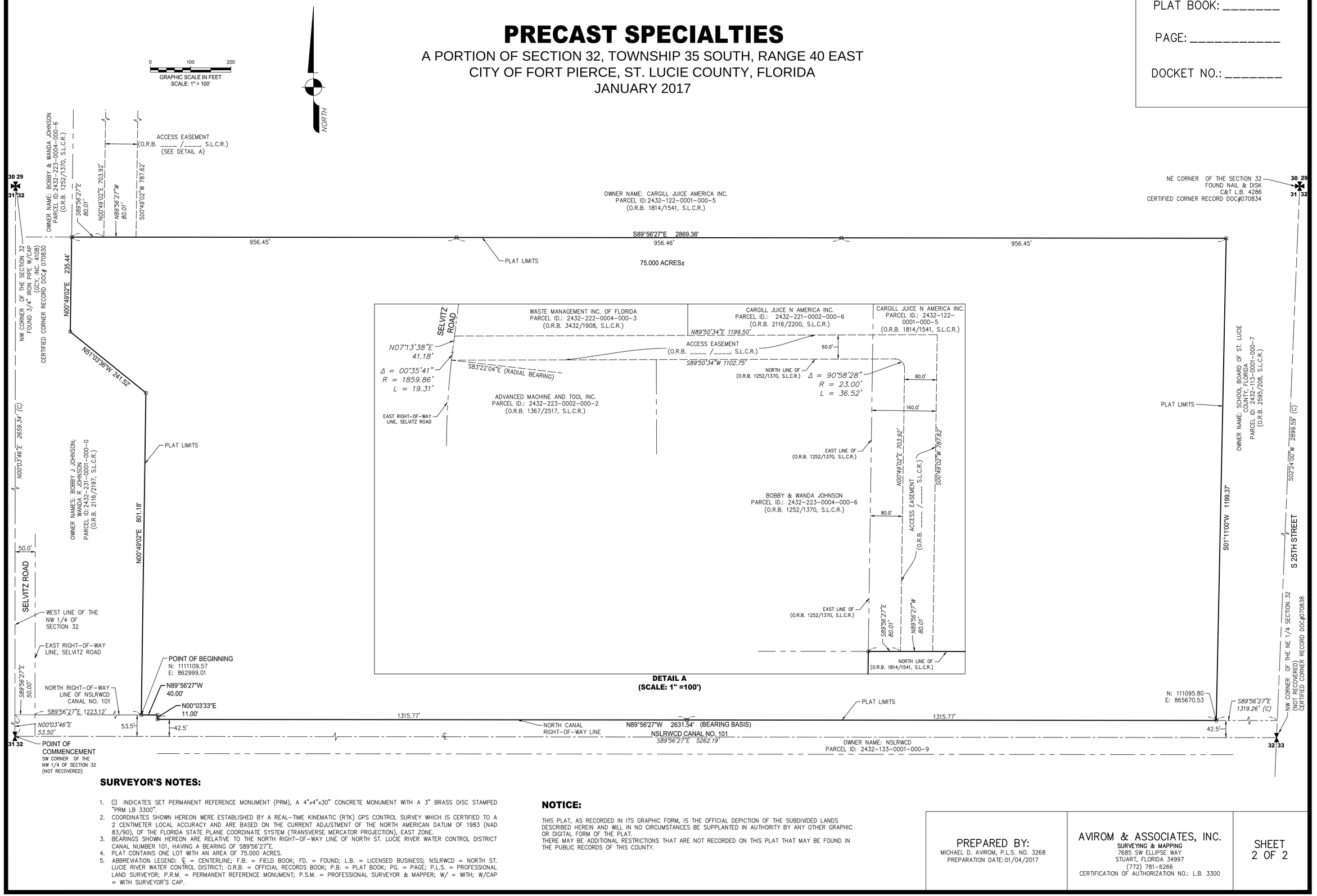
PRECAST SPECIALTIES

A PORTION OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
JANUARY 2017

PLAT BOOK: _____

PAGE: _____

DOCKET NO.: _____



DETAIL A
(SCALE: 1" =100')

SURVEYOR'S NOTES:

1. ⊡ INDICATES SET PERMANENT REFERENCE MONUMENT (PRM), A 4"x4"x30" CONCRETE MONUMENT WITH A 3" BRASS DISC STAMPED "PRM LB 3300".
2. COORDINATES SHOWN HEREON WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GPS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY AND ARE BASED ON THE CURRENT ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NUMBER 101, HAVING A BEARING OF S89°56'27"E.
4. PLAT CONTAINS ONE LOT WITH AN AREA OF 75.000 ACRES.
5. ABBREVIATION LEGEND: ℄ = CENTERLINE; F.B. = FIELD BOOK; FD. = FOUND; L.B. = LICENSED BUSINESS; NSLRWCD = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT; O.R.B. = OFFICIAL RECORDS BOOK; P.B. = PLAT BOOK; PG. = PAGE; P.L.S. = PROFESSIONAL LAND SURVEYOR; P.R.M. = PERMANENT REFERENCE MONUMENT; P.S.M. = PROFESSIONAL SURVEYOR & MAPPER; W/ = WITH; W/CAP = WITH SURVEYOR'S CAP.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PREPARED BY:
MICHAEL D. AVIROM, P.L.S. NO. 3268
PREPARATION DATE: 01/04/2017

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
7685 SW ELLIPSE WAY
STUART, FLORIDA 34997
(772) 781-6266
CERTIFICATION OF AUTHORIZATION NO.: L.B. 3300

10188-1

NEW LEFT TURN LANE & TRANSITIONS
PER FDOT INDICES 301 & 526 (45 MPH DESIGN SPEED)
DECELERATION LENGTH "L" = 185 FT PER INDEX 301
QUEUE LENGTH = 100 FT PER PLANS PREP MANUAL CHAPTER 2 (2.13.2) - TRAFFIC REPORT REFLECTS 43 AM PEAK HOUR TURNS (< ONE PER MINUTE)
LANE TRANSITION FROM 3-LANE SECTION TO EXISTING 2-LANE SECTION - L=WS (45:1) PER PER FDOT INDEX 526

EXIST. FH
8"x4" TEE
4" GV #2

EXIST. DCDA
8" GV #3
NEW 8" DCDA FOR PRIVATE FIRE LINE
8" PVC FIRE TO SITE DISTRIBUTION SYSTEM

CONNECT TO EXIST. 12" PVC WM w/ 12" x 8" TAPPING SLEEVE & 8" GV#1 SAMPLE POINT #1

8" PVC FIRE MAIN
4" PVC WATER SERVICE LINE
4" PVC FORCE MAIN

3" WATER METER & 3" RPZ
4"x3" INCREASER

NO SWALE AT DRIVEWAY

400 LF, 18" STM @ 0.20%

S-101
10.00 RIM
7.00 E
6.00 BOT

S-102
10.00 RIM
6.20 W
6.20 E
5.20 BOT

NO SWALE AT DRIVEWAY

400 LF, 18" STM @ 0.20%

PROVIDE ROADSIDE SWALE TO CONVEY RUNOFF TO INLETS

S-103
10.00 RIM
5.40 W
5.40 E
4.40 BOT

321 LF, 24" STM @ 0.20%

S-104
11.00 RIM
4.75 W
4.75 S
3.75 BOT

PROVIDE ROADSIDE SWALE TO CONVEY RUNOFF TO INLETS

384 LF, 24" STM @ 0.21%

S-105
10.00 RIM
3.95 N
3.95 S
2.95 BOT

4" FM

4" WTR SVC LINE

8" FIRE MAIN

384 LF, 24" STM @ 0.21%

PROPOSED SILT FENCE (TYP)

PROPOSED SILT FENCE (TYP)

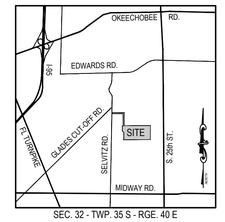
EXIST. RPZ

CONNECT TO EXIST. 12" PVC FM
w12"x4" TAPPING SLEEVE
4" GV #4

NEW DROP RIGHT TURN LANE
PER FDOT INDICES 301 & 526 (45 MPH DESIGN SPEED)
Ta = 50 FT PER FDOT INDEX 526
L = 185 FT PER FDOT INDEX 301
QUEUE LENGTH NOT SPECIFIED - 100 FT PROVIDED - TRAFFIC REPORT REFLECTS 81 PEAK HOUR AM TURNS

SELVITZ RD

MATCHLINE (SEE SHEET PE1.2)



SEC. 32 - TWP. 35 S - RGE. 40 E
LOCATION MAP
N.T.S.

NORTH

0 12 30 60 120 180

SCALE: 1" = 60'

LEGEND

EXISTING WATERMAIN — EXWM
EXISTING FORCEMAIN — EXFM
EXISTING STORM DRAINAGE — EXSTM
STRUCTURE NUMBER — S-000
RIM ELEVATION — 0.00 RIM
INVERT — 0.00
STRUCTURE BOTTOM — 0.00 BOT
PROPOSED STORM DRAINAGE LINE W/ STORM STRUCTURE — D
STRUCTURE NUMBER — MH-0
RIM ELEVATION — 0.00 RIM
INVERT — 0.00
PROPOSED SANITARY SEWER — S
FIRE HYDRANT ASSEMBLY
PROPOSED FIRE MAIN — FIRE
PROPOSED WATER SERVICE LINE — W
PROPOSED SANITARY SERVICE LINE — S
PROPOSED FORCEMAIN — FM
PROPOSED SILT FENCE
PROPOSED PAVEMENT
PROPOSED SHELLROCK
PROPOSED CONCRETE
UTILITY EASEMENT — U.E.
BUFFER EASEMENT — B.E.
STOP SIGN & 2' STOP BAR (THERMO.)

NOTES:

1. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 17 AND 18 OF THE FORT PIERCE CODE OF ORDINANCES AND THE "STANDARD SPECIFICATIONS" ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973.
2. PRELIMINARY DESIGN CALCULATION ELEVATIONS ARE AS FOLLOWS:
   2.1. 10Y-1D STAGE (6" RAINFALL) = 9.49 (MINIMUM ROAD CROWN)
   2.2. 25Y-3D STAGE (9.5" RAINFALL) = 10.49 (MINIMUM PERIMETER)
   2.3. 100Y-3D STAGE (12.23" RAINFALL) = 11.05 (MINIMUM FFE)
3. PROTECT EXISTING AND PROPOSED INLETS DURING CONSTRUCTION.
4. SWEEP ROADS AND CONSTRUCTION SITE PERIODICALLY TO REMOVE CONSTRUCTION DEBRIS AND SEDIMENT.
5. STORM DRAINAGE TO BE SEDIMENT AND SILT FREE DURING CONSTRUCTION AND AT FINAL SITE WALK THROUGH.
6. FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO SERVICE CONNECTION.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, DEPTH AND CONDITION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
8. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT AND SUPPORT THESE EXISTING UTILITIES AND MAINTAIN CONTINUOUS SERVICE OF ALL UTILITIES PARTICULARLY WATER AND SEWER DURING THE ENTIRE COURSE OF CONSTRUCTION.

CIVIL DESIGN, INC.
Service Driven Design – Engineered Results
1400 Centrepark Blvd, Suite 905
West Palm Beach, FL 33401
T: 561.659.5760 F: 561.659.5772
www.civil-design.com
CA No. 9664

NEW PRECAST MANUFACTURING & ADMINISTRATION FACILITY

CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

APPROVED BY:

T. Jeff Trompeter, P.E.
Florida License No. 51045

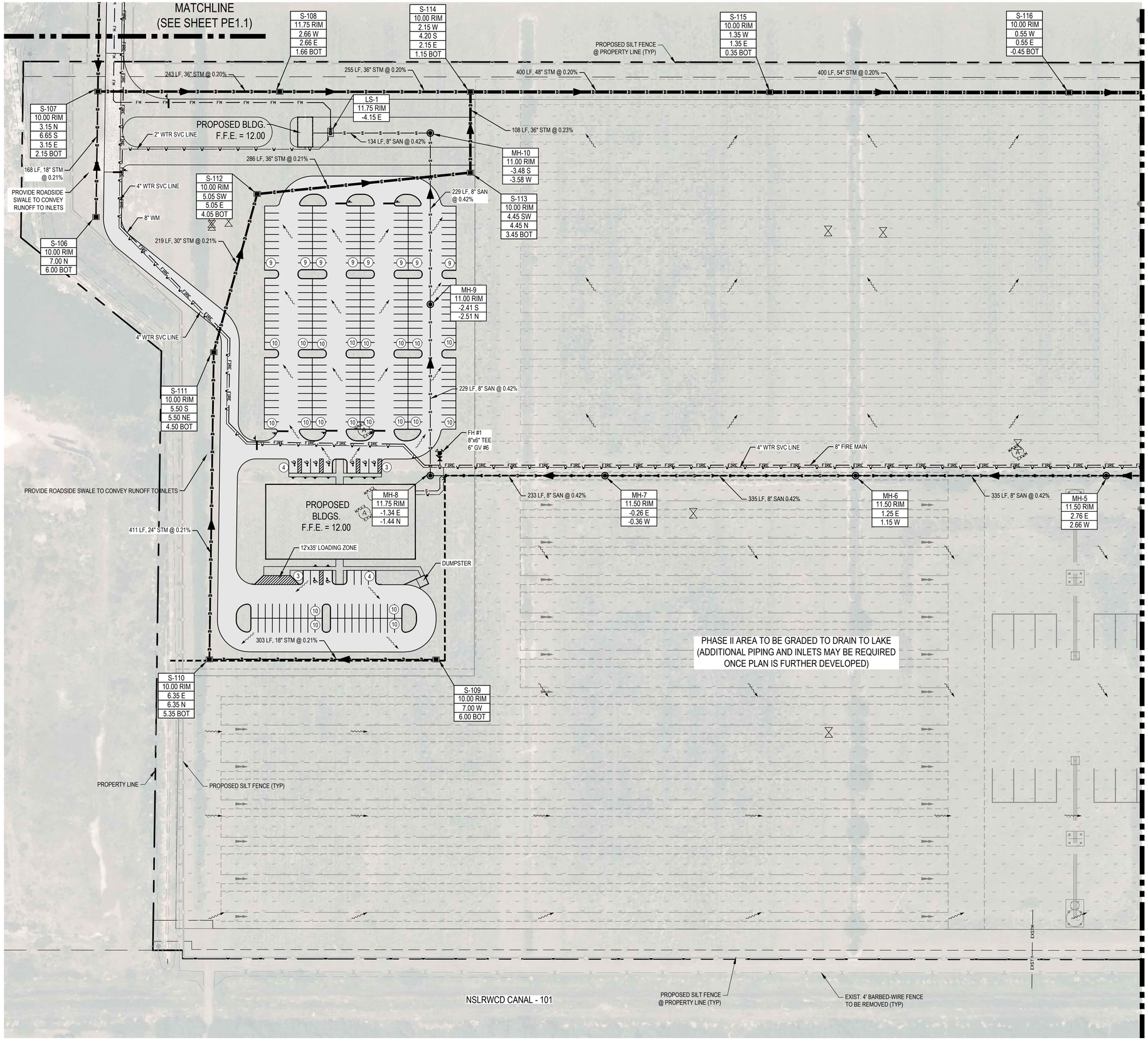
CDI PROJECT NO.
16488-01

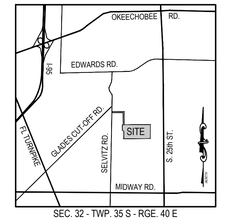
DATE: 8/30/16
DESIGNED: JT
DRAWN: CJ

NO.	DATE	REVISION DESCRIPTION
1	9/16/16	TRC REVIEW COMMENTS

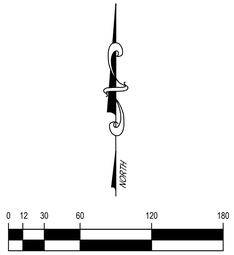
PRELIMINARY ENGINEERING PLAN

PE1.1





LOCATION MAP
N.T.S.



SCALE: 1" = 60'

LEGEND

EXISTING WATERMAIN	EXWM
EXISTING FORCEMAIN	EXFM
EXISTING STORM DRAINAGE	EXSTM
STRUCTURE NUMBER	S-000
RIM ELEVATION	0.00 RIM
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STRUCTURE BOTTOM	0.00 BOT
PROPOSED STORM DRAINAGE LINE W/ STORM STRUCTURE	
STRUCTURE NUMBER	MH-0
RIM ELEVATION	0.00 RIM
INVERT	0.00
PROPOSED SANITARY SEWER	
FIRE HYDRANT ASSEMBLY	
PROPOSED FIRE MAIN	FIRE
PROPOSED WATER SERVICE LINE	
PROPOSED SANITARY SERVICE LINE	
PROPOSED FORCEMAIN	FM
PROPOSED SILT FENCE	
PROPOSED PAVEMENT	
PROPOSED SHELLROCK	
PROPOSED CONCRETE	
UTILITY EASEMENT	U.E.
BUFFER EASEMENT	B.E.
STOP SIGN & 2' STOP BAR (THERMO.)	

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APPROVED BY:

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DATE:	8/30/16
DESIGNED:	JT
DRAWN:	CJ

NO.	DATE	REVISION DESCRIPTION
1	9/16/16	TRC REVIEW COMMENTS

PRELIMINARY ENGINEERING PLAN

PE1.2

Prepared by:

Cargill, Incorporated
Law Department (JK/SMM)
15407 McGinty Road West
Wayzata, MN 55391

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

ACCESS AND EASEMENT AGREEMENT

THIS ACCESS AND EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 2016 (the "**Effective Date**"), by and between **Cargill Juice North America, Inc.,** a Delaware corporation, with a principal place of business at 15407 McGinty Road West, Wayzata, Minnesota 55391, as Grantor ("**Grantor**"), and **Pre-Cast Specialties, LLC**, a Michigan limited liability company, with a principal place of business at _____, as Grantee ("**Grantee**").

RECITALS:

A. Grantor is the fee owner of that certain tract of land legally described on **Exhibit A** attached hereto (the "**Grantor Parcel**").

B. Grantee is the fee owner of that certain tract of land legally described on **Exhibit B** attached hereto (the "**Grantee Parcel**").

C. Grantor desires to grant to Grantee an easement in, on, over, across and through that portion of the Grantor Parcel as described by legal description and depicted by plat drawing on **Exhibit C and Exhibit D**, respectively, attached hereto (the "**Easement Area**") to access the Grantee Parcel for the purposes and in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **Grant of Easements**. Grantor hereby grants Grantee, its successors and assigns, a non-exclusive, perpetual, appurtenant easement, for Grantee and its tenants, subtenants, employees, invitees, visitors, guests and licensees (collectively, "**Grantee Parties**"), for the purpose of ingress, egress and the passage of vehicular and pedestrian traffic in, on, over, across and through the Easement Area (the "**Easement**"). Grantee may not use the Easement Area for any other purpose not expressly set forth in this Agreement. Except as set forth in paragraph 3 below, Grantee may not make any improvements to or conduct any construction activities upon the Easement Area without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. The Easement shall run for the benefit of the Grantee Parties, the Grantee Parcel and the future owners of the Grantee Parcel. The Easement shall be binding upon Grantor and all subsequent owners of the Grantor Parcel. Grantor agrees that it shall not take any action which unreasonably interferes with Grantee's use of the Easement granted herein, including, without limitation, permitting any obstruction upon the Easement Area, and shall take all steps necessary to promptly remove any such obstruction following receipt of notice thereof. Grantor, for itself, its successors and assigns, reserves the right to use the Easement Area for any purpose not inconsistent with the terms of this Easement, including (but not limited to) the granting of other easements only to a Future Parcel Owner (as hereinafter defined) subject to the cost sharing and other terms and conditions set forth in Section 3 below, so long as Grantee's rights under this Agreement are not restricted, limited or impaired in any fashion. The Easement shall be subject to all valid and existing licenses, easements, leases, grants, exceptions, reservations and conditions affecting the Grantor Parcel except as otherwise set forth herein and provided that none of the forgoing shall restrict, limit or impair Grantee's rights under this Agreement.

3. **Maintenance, Repair, Replacement and Construction**. Grantee shall be responsible for constructing the roadway located within the Easement Area in accordance with the applicable governmental regulations and obtaining the necessary approvals for such construction of the roadway. Grantee shall also be responsible for maintaining the roadway located in the Easement Area, in a clean, safe condition and state of repair, and such costs shall be Grantee's expense. Notwithstanding anything herein to the contrary, any owner of real property acquired after the Effective Date (each a "Future Parcel Owner") that will use the Easement Area, shall share equally in the maintenance, repair, and replacement costs (collectively, the "Easement Expenses"). A Future Parcel Owner shall not be entitled to use the Easement without the prior written consent of Grantee and the prior execution and delivery of a cost sharing agreement reasonably acceptable to Grantee and consistent with the terms herein. Commencing on the date a Future Parcel Owner acquires its respective parcel, such Future Parcel Owner shall be required to share in the Easement Expenses which shall be determined by dividing the acreage of the Future Parcel Owner by the aggregate acreage of Grantee and any other Future Parcel Owner. Grantee shall send to each Future Parcel Owner an invoice which shall include a cost share allocation for the Easement Expenses. The invoice shall be due and payable to Grantee within thirty (30) days from the date of such invoice. Should any Future Parcel Owner breach the provisions hereof or fail to pay its respective share of the Easement Expenses when due, interest on the amount(s) due shall accrue at the highest lawful rate and such Future Parcel Owner shall also be responsible for Grantee's reasonable attorneys' fees (at pre-trial, trial and appellate levels) and collection costs incurred by Grantee.

4. **Repair of Damage**. If Grantee, its agents, employees or invitees cause damage to the Easement Area, Grantee shall promptly repair the Easement Area to the condition existing prior to such damage. If Grantee fails to perform such repair or otherwise is in default under this Agreement, then following fifteen (15) business days' written notice (except in the event of emergency, in which event no notice shall be required), Grantor may perform such repair or otherwise cure Grantee's default, at Grantee's sole expense, which Grantee shall reimburse to Grantor its actual out of pocket documented expenses, within thirty (30) business days after completion of such repair. The foregoing

notwithstanding, in the event such default of Grantee is of a nature that cannot reasonably be cured within the initial fifteen (15) business day period following written notice from Grantor, said period shall be automatically extended for a reasonable amount of time, not to exceed thirty (90) days, so long as Grantee has undertaken steps to cure within said fifteen (15) business days and thereafter diligently pursues such cure to completion.

5. **Indemnity and Insurance**. Grantee shall maintain in full force and effect general public and property liability insurance against claims for personal injury, death or property damage occurring upon, or in the Easement Area or otherwise arising out of Grantee's use of this Easement. Such insurance shall afford protection in commercially reasonable limits, and shall name Grantor as an additional insured as to the Easement Area. Grantee shall provide Grantor with certificates of such insurance from time to time upon reasonable request to evidence that such insurance is in force and effect.

Grantee shall indemnify, defend and hold harmless Grantor from and against all losses, damages, liabilities, costs or expenses (including reasonable attorney fees) incurred as a result of or arising due to the use of the Easement by Grantee or its agents, employees or invitees, or as a result of Grantee's default under this Agreement except to the extent such losses, damages, liabilities, costs or expenses result from the gross negligence or willful misconduct of Grantor. Grantor shall indemnify, defend and hold harmless Grantee from and against all losses, damages, liabilities, costs or expenses (including reasonable attorney fees) incurred as a result of or arising due to the use of the Easement by Grantor or its agents, employees or invitees, or as a result of Grantor's default under this Agreement, except to the extent such losses, damages, liabilities, costs or expenses result from the gross negligence or willful misconduct of Grantee.

6. **Warranties and Representations**. Grantor does hereby covenant with the Grantee, that (a) it is lawfully seized and possessed of the Grantor Parcel; (b) it has good and lawful right to enter into this Agreement and convey said Easement; (c) all applicable corporate action, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate Grantor's execution and delivery of this Agreement and to bind the Other Cargill Parcel owners in all respects; and (d) there are no mortgages, liens or similar encumbrances on the Grantor Parcel that could result in the foreclosure or extinguishment of this Easement.

7. **Equitable Remedies**. In the event of a breach or threatened breach of this Agreement or Easement by the Grantor, the remedy at law in favor of the Grantee may be inadequate and Grantee, in addition to any and all other rights which may be available, shall accordingly have the right of specific performance in the event of any breach, or injunction in the event of any threatened breach of this Agreement or Easement by the Grantor.

8. **Notices**. All notices hereunder shall be in writing and sent by hand delivery or by certified mail, return receipt requested, or by Federal Express, or other similar overnight air courier with receipted delivery, to the respective party's address as listed below.

To Grantee:

Pre-Cast Specialties, LLC
_____
_____
_____

With a copy to:

Gray Robinson, P.A.
Attn: Scott Cagan, Esq.
333 SE 2 Avenue, Suite 3200
Miami, Florida 33131

To Grantor:

Cargill Juice North America, Inc.
Attn: Tom Abrahamson
15407 McGinty Road West
Wayzata, Minnesota 55391

With a copy to:

Cargill, Incorporated
Attn: Law Department / Cargill Juice
15407 McGinty Road West / MS-24
Wayzata, Minnesota 55391

or to such other address as the parties may subsequently provide one another in writing.

9. **Entire Agreement**. This Agreement may not be amended in any respect whatsoever except by instrument in writing signed by Grantor and Grantee and recorded in the appropriate county land records.

10. **Binding Affect and Transfers**. The Easement created herein and the rights and obligations under this Agreement run with the land and with title to the Grantor Parcel and the Grantee Parcel, shall be perpetual, and are binding upon Grantor, Grantee and Grantor's and Grantee's successors and assigns.

11. **Further Assurances.** Grantor and Grantee hereto agree to execute any and all documents and perform all acts required of them in order to accomplish the purposes contemplated under this Agreement.

12. **Miscellaneous**. This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the state in which the Easement Area is located, without regard to its conflict of laws. Grantor and Grantee may execute and acknowledge separate counterparts of this Agreement and the signature pages from the separate counterpart agreements may be combined to create a fully executed agreement which shall have the same force and effect as though Grantor and Grantee had each executed the same original document. If Grantor or Grantee commences litigation against the other for damages for breach hereof or otherwise for enforcement or specific performance hereof, the prevailing party shall be entitled to recover from the other such costs and reasonable attorneys' fees (at pre-trial, trial and appellate levels) as may have been incurred by the prevailing party, including, without limitation, any and all costs incurred in enforcing, perfecting and executing such judgment. This Agreement shall be recorded in the public records of the county in which the Easement Area is located.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date above written.

GRANTOR

Cargill Juice North America, Inc.

By:_____

Name: _____

Title: _____

Add witnesses

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of Cargill Juice North America, Inc., a Delaware corporation, on behalf of the corporation.

_____
Notary Public

GRANTEE

Pre-Cast Specialties, LLC

By:_____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2016, by_____, the _____ of Pre-Cast Specialties, LLC, a Michigan limited liability company, on behalf of the company.

_____
Notary Public

This Instrument was prepared by and
after recording should be returned to:
_____
_____
_____

[Signature Page to Easement Agreement]

EXHIBIT A

Legal Description of the Grantor Parcel

The following real property, located in _____ County, _____:

EXHIBIT B

Legal Description of the Grantee Parcel

The following real property, located in _____ County, _____:

EXHIBIT C

Legal Description of the Easement Area

EXHIBIT D

Plat Drawing of the Easement Area

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Subdivision

Property address or Location 3498 SEWITZ ROAD, FT. PIERCE FL 34981

Parcel ID #(s) 2432-122-001-000-5

Project description RE-PLAT OF 45 ACRES FOR DEVELOPMENT OF A PRECAST CONCRETE PLANT

CARGILL JUICE N.A., INC.
Property Owner(s)
15407 McGINTY ROAD WEST
Street Address
WAYZATA, MINNESOTA 55391
City State Zip
863-635-7211
Phone Number
Tom-Abrahamson@cargill.com
Email Address

PRECAST SPECIALTIES, LLC
Applicant/Representative, Title, Company
1380 NE 48TH ST.
Street Address
POMPANO BEACH, FL 33064
City State Zip
954-781-4040
Phone Number
dean@precastspecialties.com
Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Thomas P. Abrahamson, President Cargill Juice N.A.
Property Owner(s) Signature(s)

STATE OF ~~FLORIDA~~ ~~MINNESOTA~~ ~~COUNTY~~
The foregoing instrument was acknowledged before me this 25 day of OCTOBER, 2016, by
THOMAS ABRAHAMSON who is ~~personally known~~ to me or has produced
DRIVERS LICENSE as identification.
Amy T. Bachler
Signature of Notary

AMY T. BACHLER
NOTARY PUBLIC - MINNESOTA
My Commission Expires January 31, 2017

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

❑ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- ☐ A copy of the deed
- ☐ Concurrency application, complete
- ☐ Complete, notarized application

❑ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- ☐ Street construction plans
- ☐ Water & Sewer system construction plans
- ☐ Stormwater Retention plans
- ☐ Electric Infrastructure plans
- ☐ Gas Infrastructure plans
- ☐ Complete, notarized application

❑ SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

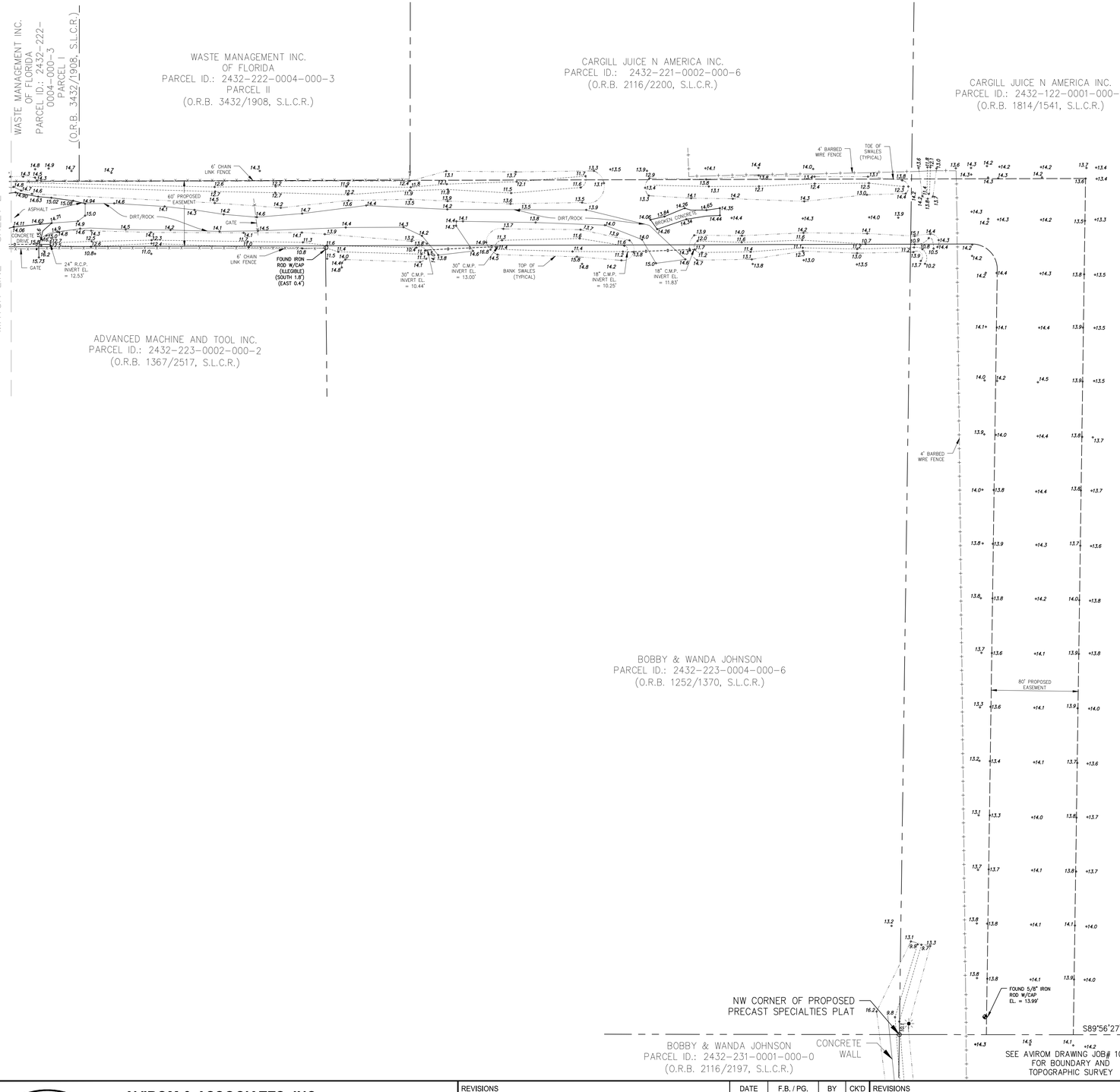
- ☐ A copy of the deed
- ☐ Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- ☐ Complete, notarized application

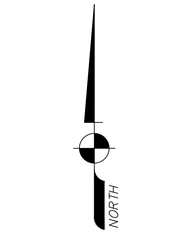
❑ SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- ☐ Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
  - proposed lots, including acreage, square footage, & dimensions.
  - any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☐ Complete, notarized application

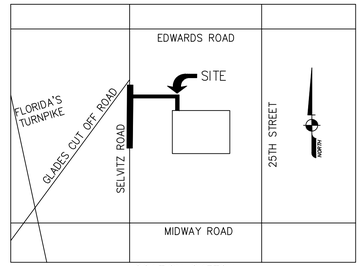
Survey of Access Segment





0 50 100

GRAPHIC SCALE IN FEET
SCALE: 1" = 50'



LOCATION SKETCH
(NOT TO SCALE)

LEGEND

- BACK FLOW PREVENTOR VALVE
- BENCHMARK
- BOLLARD
- CATCH BASIN
- CONCRETE UTILITY POLE
- ELECTRIC HAND HOLE
- ELECTRIC PANEL
- ELECTRIC OUTLET
- ELECTRIC SERVICE BOX
- + 0.00 EXISTING ELEVATION
- FIRE HYDRANT
- FLAG POLE
- GUY ANCHOR
- MAIL BOX
- SEWER VALVE
- SIGN
- SPIGOT
- TELEPHONE RISER
- UNDERGROUND FIBER OPTIC MARKER
- UNDERGROUND GAS MARKER
- WATER METER
- WATER VALVE
- WELL
- WOOD LIGHT POLE
- WOOD UTILITY POLE

NOTE: VERTICAL CONVERSION FROM (NAVD 1988) TO (NGVD 1929) IS (+)1.499.

NOTE

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988)

TREE LEGEND

- OAK
- PALM
- 12" DENOTES 12" DIAMETER TRUNK (TYPICAL)

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. No underground improvements were located
4. Coordinates shown hereon were established by a Real-time Kinematic (RTK) GPS Control Survey which is certified to a 2 centimeter local accuracy and are based on the current adjustment of the North American Datum of 1983 (NAD 83/90), of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone.
5. Bearings and Coordinates shown hereon are referenced to Grid North, based on the current adjustment of the North American Datum of 1983 (NAD 83/90), of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone, with the East line of Section 31 and West line of Section 32 having a calculated bearing basis of S00°03'46"W and a Platted bearing of S00°02'51"W according to the Plat Book 27, Page 6 of the Public Records of St. Lucie County Record.
7. Elevations shown hereon are in feet and based on the North American Vertical Datum of 1988 (NAVD 1988).
8. Benchmark Description: St. Lucie County Vertical Control Benchmark "FRANK", Elevation 4.673 meters, 15.627 feet (NAVD 1988); St. Lucie County Vertical Control Benchmark "ROGER", Elevation 4.171 meters, 13.684 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" = 50'.
11. Abbreviation Legend: B.F.P. = Back Flow Preventer; C = Calculated; ℄ = Centerline; C.M.P. = Corrugated Metal Pipe; EL. = Elevation; F.B. = Field Book; F.P.L. = Florida Power & Light Company; ID. = Identification; L.B. = Licensed Business; NAD = North American Datum; NAVD = North American Vertical Datum; NGVD = National Geodetic Vertical Datum; O.R.B. = Official Records Book; OW = Overhead Wires; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.I. = Point of Intersection; P.L.S. = Professional Land Surveyor; P.R.M. = Permanent Reference Monument; P.V.C. = Polyvinyl Chloride; R.C.P. = Reinforced Concrete Pipe; S.L.C.R. = St. Lucie County Records; W/ = With; W/CAP = With Surveyors Cap.

SURVEYOR'S REPORT:

I HEREBY CERTIFY that the attached 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 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: _____

_____
MICHAEL D. AVIROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

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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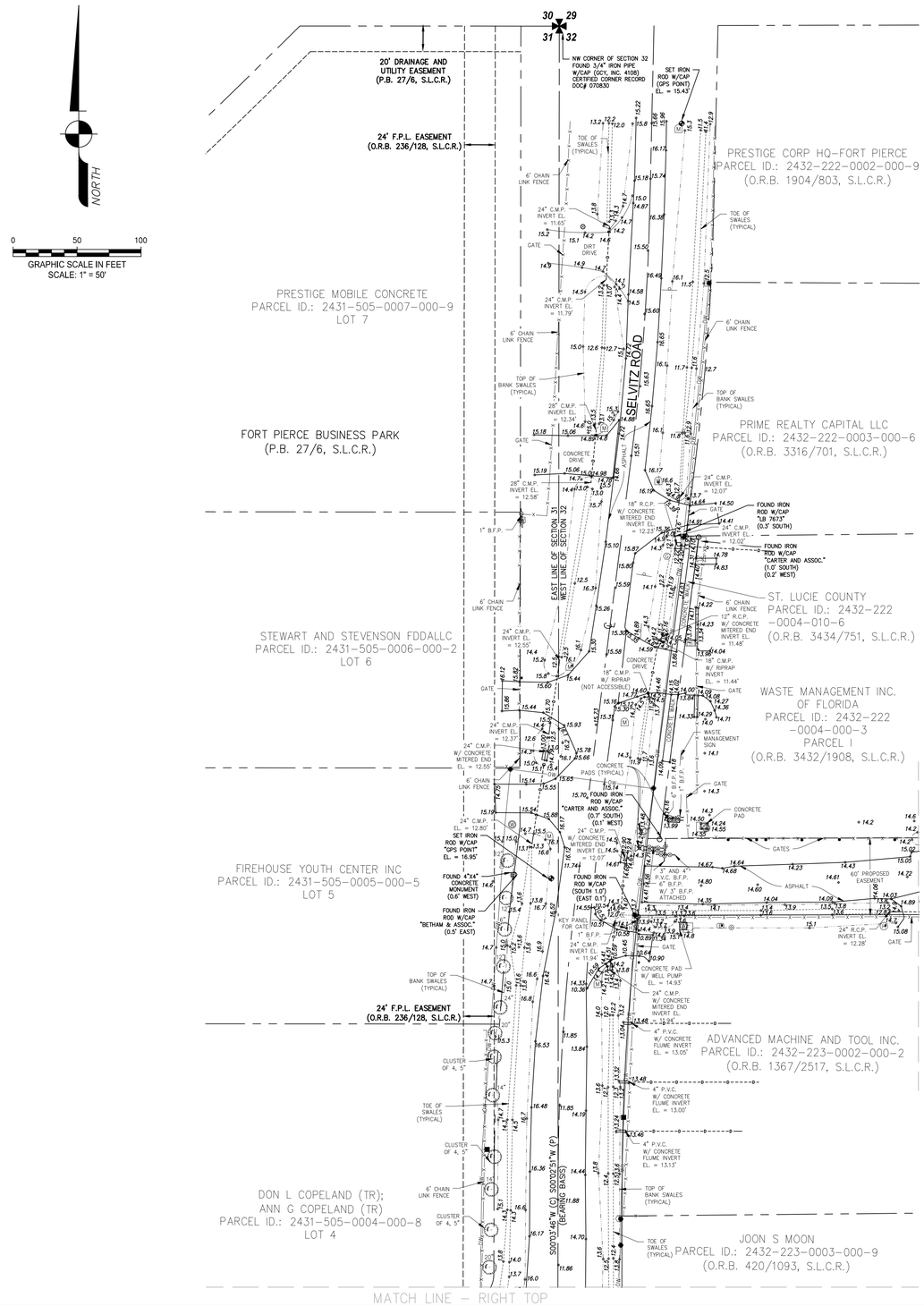
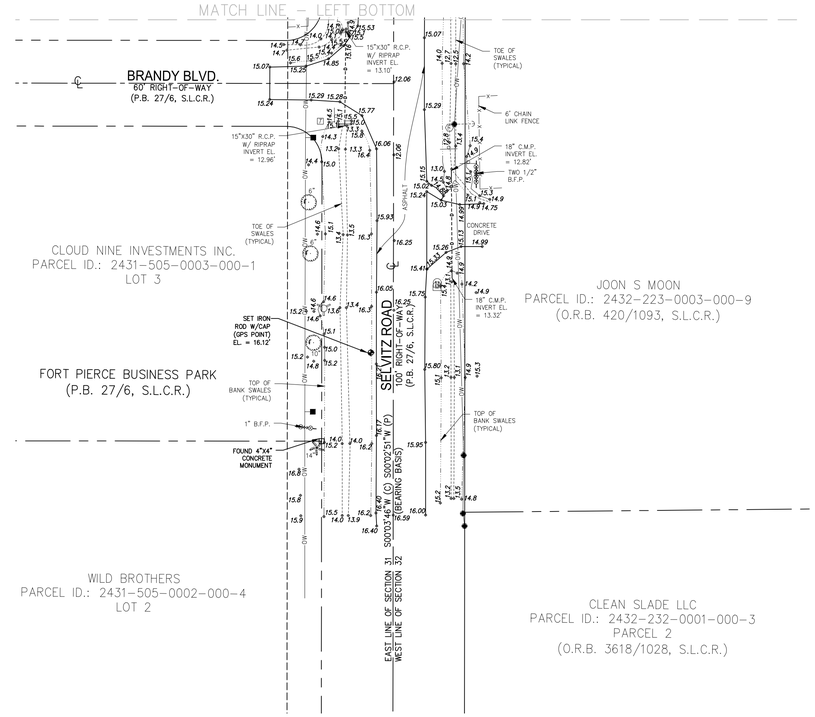
REVISIONS	DATE	F.B. / PG.	BY	CK'D	REVISIONS	DATE	F.B. / PG.	BY	CK'D

TOPOGRAPHIC SURVEY
PRECAST SPECIALTIES, LLC
SECTIONS 31 AND 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
SELVITZ ROAD
PRECAST SPECIALTIES, LLC
CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

JOB #:	10188-3
SCALE:	1" = 50'
DATE:	05/13/2016
BY:	P.E.R.
CHECKED:	D.A.H.
F.B. S-26	PG. 15-22
SHEET 1	OF 2





LEGEND

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- BENCHMARK
- BOLLARD
- CATCH BASIN
- CONCRETE UTILITY POLE
- ELECTRIC HAND HOLE
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JOB #:	10188-3
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BY:	P.E.R.
CHECKED:	D.A.H.
F.B.	S-26 PG. 15-22
SHEET	2 OF 2

Existing Access Easement (Selvitz Road)

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2520264 OR BOOK 2116 PAGE 2209, Recorded 12/15/2004 at 03:46 PM
Doc Tax: $0.70

Return to:
Jay A. Kroese, Esq.
Cargill, Incorporated
Law Department
P. O. Box 5624
Minneapolis, MN 55440

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), dated as of the 25 day of OCTOBER, 2004, is made by and between CARGILL JUICE NORTH AMERICA, INC., a Delaware corporation, whose principal mailing address is 100 East 6th Street, Frostproof, Florida 33843 ("CJNA") and BOBBY AND WANDA JOHNSON, husband and wife (the "Johnsons"), ADVANCED MACHINE & TOOL, INC., a Florida corporation ("Advanced"), and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("WMIF"). The Johnsons, Advanced and WMIF are collectively known as the Grantees.

RECITALS:

CJNA is the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit A attached to this Agreement (the "CJNA Real Property").

The Johnsons are the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit B attached to this Agreement (the "Johnson Real Property").

Advanced is the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit C attached to this Agreement (the "Advanced Real Property").

WMIF is the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit D attached to this Agreement (the "WMIF Real Property").

Grantees desire to obtain from CJNA and CJNA desires to convey to Grantees a nonexclusive, permanent easement for ingress and egress over and across the existing roadway located on the CJNA Real Property, as more particularly described on Exhibit E attached to this Agreement (the "Easement Area").

In consideration of the mutual covenants, terms and conditions set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

AGREEMENT

1. CJNA hereby grants to Grantees a nonexclusive, perpetual easement for ingress and egress over and across the roadway currently existing within the Easement Area (the "Easement"). The Easement shall run for the benefit of the Grantees and Grantees' heirs, successors and assigns.

2. The Grantees will repair and maintain the roadway within the Easement Area in a manner reasonably acceptable to CJNA, at the Grantees' cost and expense. In the event CJNA uses the roadway, CJNA agrees it will share the cost of repair and maintenance of the roadway based upon its usage on a prorata basis.

3. The Johnsons agree to pay for the installation of a 6 foot chain link fence with 3 strands of barbed wire on top, such fence to run from an iron pipe at the southeast corner of the WM property (computer point number 10026); thence easterly 330 feet; thence south approximately 60 feet to the southern property line of the of the CJNA 9.21 acre tract; thence easterly on the southern boundary of the CJNA 9.21 acre tract approximately 165 feet to an pipe at the southeast corner of the CJNA 9.21 acre tract (computer number 10063); thence southerly along the western boundary line of CJNA's adjacent property approximately 1,846 feet to the North St. Lucie River Water Control District Canal No. 101 (computer number 10062). All computer numbers are as shown on boundary surveys completed by GCY Incorporated, dated April 2004, File No.: 04-1043-01-01. The Johnsons agree to pay for the installation of the fence within 3 months of the effective date of this Easement Agreement.

4. Once installed, the fence becomes the property of CJNA. CJNA agrees to repair and maintain the fence at its sole cost and expense; provided, however, that in the event any of the Grantees damages the fence, the Grantee responsible for the damage agrees to pay the cost of repairs.

5. Grantees agree that neither Grantees nor their employees, agents, contractors or invitees will use the Easement area to transport hazardous materials or hazardous waste;; provided, however, that the Easement Area and roadway may be used for delivery of fuel, batteries, oil, etc. that are normally associated with the ordinary course of business by Grantees on their adjacent parcels and for use in or the conduct of their respective operations.

6. Grantees agree to indemnify, defend and hold harmless CJNA, its successors and assigns, and its employees, agents, directors, officers and affiliates from any and all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to reasonable attorneys' fees), or injuries to any persons or property arising out of or resulting from: (i) the acts or omissions of Grantees, their agents, employees, representatives, contractors, and invitees occurring within the Easement Area; (ii) the use, occupancy and presence of Grantees, their agents, employees, representatives, contractors, and invitees within the Easement Area; and/or (iii) the breach by Grantees of any obligation or covenant contained in this Agreement. Grantees' obligations under this indemnification provision shall survive the termination of this Agreement.

7. The Grantees, or any of them, will have the right to terminate their use of the Easement Area by providing written notice of the same to CJNA, by registered or certified mail,

whereupon the said Grantee's grant of easement will be terminated, and Grantee will cause to be recorded in the public records a Release of Easement thereby relieving Grantee of any and all further obligations under this Agreement.

7. The provisions of this Agreement shall not be deemed (i) an interest in the roadway to constitute a dedication of land for public use; and (ii) to confer any rights in the general public.

8. This Agreement shall not be amended except by written agreement executed by CJNA and Grantees.

9. This rights and obligations in this Agreement shall be covenants running with the land and shall be binding upon CJNA and Grantees and upon their respective heirs, successors and assigns.

10. This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of Florida, without regard to its conflicts of laws provision.

11. This Agreement may be executed in counterparts, each of which may be deemed an original but together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Witnesses:

Jim Maliszewski
Print Name: Jim Maliszewski

Chad Hadden
Print Name: Chad Hadden

CARGILL JUICE NORTH AMERICA, INC.

By: Bruce R. Kelly
Print Name: Bryce R. Kelly
Its: Assistant Vice President

Witnesses:

Shari Sabater
Print Name: Shari Sabater

Robert V. Schueler
Print Name: Robert V. Schueler

Bobby Johnson
BOBBY JOHNSON

Wanda R. Johnson
WANDA JOHNSON

Witnesses:

Nanette Trout
Print Name: Nanette Trout

Christine Nicholson
Print Name: Christine Nicholson

ADVANCED MACHINE & TOOL, INC.

By: Lloyd D Riley
Print Name: Lloyd D Riley
Its: President

MWP:JK 5/25/04 (350288v3)

Witnesses:

Amy Walker

Print Name: Amy Walker

Joyce A. Milton

Print Name: Joyce A. Milton

WASTE MANAGEMENT INC. OF FLORIDA

By:

Print Name: CHARLES J CAMACHO

Its: VICE PRESIDENT

MWP:JK 5/25/04 (350288v3)

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 25 day of OCTOBER, 2004, by BRUCE R. KELLY, Assistant Vice President of Cargill Juice North America, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

Elizabeth C. DuChene
Notary Public

My Commission Expires: 2-11-05

ELIZABETH C. DuCHENE
Notary Public, State of Florida
My comm. expires Feb. 11, 2005
Comm. No. DD 1654398

STATE OF FLORIDA)
COUNTY OF St. Lucie)

The foregoing instrument was acknowledged before me this 26 day of October 2004, by Bobby Johnson and Wanda Johnson, husband and wife, who are personally known to me or who have produced _____ as identification.

Judith A Sullivan
My Commission DD343620
Expires October 23, 2008

Judith A. Sullivan
Notary Public

My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF St. Lucie)

The foregoing instrument was acknowledged before me this 1st day of Sept, 2004, by Lloyd D. Riley, the President of Advance Machine & Tool, Inc., a Florida corporation, on behalf of the corporation. S/He is personally known to me or did produce _____ as identification.

ERICA L. LOWE
MY COMMISSION # DD 153402
EXPIRES: July 14, 2006
Bonded Thru Notary Public Underwriters

Erica L Lowe
Notary Public

My Commission Expires: July 14, 2006

STATE OF ~~FLORIDA~~ GEORGIA)
COUNTY OF Cobb)

The foregoing instrument was acknowledged before me this 23rd day of July, 2004, by CHARLES J. CAMPAGNA, a VICE PRESIDENT of Waste Management Inc. of Florida, a Florida corporation, on behalf of the CORPORATION. He is personally known to me or did produce _____ as identification.

MARGARET ANNE ABNEY
MY COMMISSION EXPIRES
SEPT. 24 2007
COBB COUNTY, GEORGIA
NOTARY PUBLIC

Margaret Anne Abney
Notary Public

My Commission Expires: _____

MWP:JK 5/25/04 (350288v3)

EXHIBIT A

CJNA Real Property

Being a parcel of land lying in Section 32, township 35 South, Range 40 east, St. Lucie County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 32; thence North 89°50'34" East along the North line of said Section 32, a distance of 343.65 feet to the Point of Beginning; thence continue North 89°50'34" East along said North line, a distance of 604.07 feet; thence South 00°47'49" West, a distance of 460.07 feet; thence North 89°52'58" East, a distance of 170.02 feet; thence South 00°47'37" West, a distance of 234.76 feet; thence South 89°50'34" West, parallel with as measure at right angles to the North line of said Section 32, a distance of 1045.29 feet to the Easterly right-of-way line of Selvitz Road, said point being the beginning of a non-tangent curve, concave to the East having a radius of 1859.86 feet, the chord of which bears North 07°18'48" East; thence Northerly along the arc of said curve through a central angle of 0°35'09", a distance of 19.02 feet; thence North 07°36'23" East, a distance of 41.51 feet; thence departing said Easterly right-of-way line North 89°50'34" East, parallel with, as measured at right angles to the North line of said Section 32, a distance of 576.52 feet; thence North 00°03'48" East, distance of 235.93 feet; thence South 89°50'34" West, parallel with, as measured at right angles to the North line of said Section 32, a distance of 304.33 feet; thence North 00°04'06" East, a distance of 398.93 feet to the Point of Beginning.

Containing 9.21 acres, more or less.

EXHIBIT B

Johnson Real Property

Parcel 1:
Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida; being more particularly described as follows:

Commence at the Northwest corner of said Section 32, thence run North 89°51'05" East, along the North line of said Section 32, a distance of 343.68 feet, to a point lying 220.00 feet East of the Easterly right-of-way line of Selvitz Road, and the Point of Beginning; thence continue North 89°51'05" East, along said North line, a distance of 604.07 feet, to a point in the West line of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence run South 00°49'04" West along said line, a distance of 460.07 feet, to a point on the South line of the East 400.00 feet of the North 460.00 feet of said Section 32; thence run North 89°51'05" East along said line a distance of 170.02 feet, to a point in the West line of the East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence run South 00°49'04" West along said line a distance of 871.62 feet to a point in the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence continue South 00°49'04" West, a distance of 96.43 feet; thence run North 89°58'19" West, a distance of 193.42 feet to the beginning of a curve concave to the Southeast, having a radius of 137.50 feet; thence run Southwesterly along the arc of said curve, through a central angle of 32°12'39", a distance of 77.30 feet; thence run South 57°49'02" West, a distance of 116.83 feet to the beginning of a curve concave to the Southeast, having a radius of 137.50 feet; thence run Southwesterly and Southerly along the arc of said curve, through a central angle of 57°00'00", a distance of 136.79 feet; thence run South 00°49'02" West, a distance of 22.41 feet to the beginning of a curve concave to the West having a radius of 87.50 feet; thence run Southwesterly along the arc of said curve, through a central angle of 18°28'56", a distance of 28.23 feet to the beginning of a non-tangent curve, concave to the Northeast, the chord of which bears North 05°53'59" West and having a radius of 1,120.65 feet; thence run Northwesterly along the arc of said curve, through a central angle of 07°20'20", a distance of 143.54 feet; thence run South 89°56'24" West, non-tangent to the last described curve, a distance of 235.90 feet to a point in a line lying 413.00 feet East of, as measured at right angles to the West line of said Section 32; thence run North 00°04'06" East along said line a distance of 601.60 feet to a point in the South line of the North 929.86 feet of said Section 32; thence run South 89°51'05"

West along said line, a distance of 28.00 feet to a point in the East line of the West 385.00 feet of said Section 32; thence run North 00°04'06" East along said line, a distance of 235.00 feet to a point in the North line of the South 235.00 feet of the North 929.86 feet of said Section 32; thence run South 89°51'05" West along said line, a distance of 322.76 feet to a point on the Easterly right-of-way line of Selvitz Road, said point being the beginning of a non-tangent curve concave to the East, the chord of which bears North 06°55'32" East and having a radius of 1,859.86 feet; thence run Northeasterly along the arc of said curve, through a central angle of 00°35'33", a distance of 19.24 feet; thence run North 07°13'18" East, a distance of 41.25 feet to a point in the South line of the North 634.86 feet of said Section 32; thence run North 89°51'05" East along said line, a distance of 578.33 feet to a point in the East line of the West 648.00 feet of the North 634.86 feet of said Section 32; thence run North 00°04'06" East along said line, a distance of 235.93 feet to a point in the South line of the North 398.93 feet of said Section 32; thence run South 89°51'05" West along said line a distance of 304.33 feet to a point in the East line of the West 343.67 feet of the North 398.93 feet of said Section 32; thence run North 00°04'06" East along said line, a distance of 398.93 feet, to the Point of Beginning.

Parcel 2:
Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 32; thence run South 00°04'06" West along the West line of said Section 32, a distance of 1,768.62 feet; thence run South 89°58'19" East, parallel with, as measured at right angles to the South line of the Northwest 1/4 of said Section 32, a distance of 425.00 feet to the Point of Beginning; thence run North 00°04'06" East parallel with, as measured at right angles to the West line of said Section 32, a distance of 200.96 feet; thence run South 89°56'24" West, a distance of 223.89 feet to the beginning of a non-tangent curve concave to the Northeast, the chord of which bears South 06°38'54" East and having a radius of 1,120.65 feet; thence run Southeasterly along the arc of said curve, through a central angle of 08°50'11", a distance of 172.83 feet to a point of reverse curvature with a curve concave to the Northwest, having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve, through a central angle of 101°05'41", a distance of 44.11 feet; thence run North

89°58'19" West, a distance of 219.57 feet to the Point of Beginning.

LESS AND EXCEPT therefrom the following:

Commence at the Northwest corner of said Section 32; thence run South 00°04'06" West along the West line of said Section 32, a distance of 1,768.62 feet; thence run South 89°58'19" East, parallel with, as measured at right angles to the South line of the Northwest 1/4 of said Section 32, a distance of 425.00 feet; thence run North 00°04'06" East parallel with, as measured at right angles to the West line of said Section 32, a distance of 200.96 feet; thence run South 89°56'24" West, a distance of 223.89 feet to the beginning of a non-tangent curve concave to the Northeast, the chord of which bears South 05°53'59" East, and having a radius of 1,120.65 feet; thence run Southeasterly along the arc of said curve, through a central angle of 07°20'20", a distance of 143.54 feet to the Point of Beginning; thence continue along the arc of said curve, through a central angle of 01°29'51", a distance of 29.29 feet to a point of reverse curvature with a curve concave to the Northwest, having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve, through a central angle of 101°05'41", a distance of 44.11 feet; thence run North 89°58'19" West, a distance of 63.32 feet to the beginning of a non-tangent curve concave to the Northwest, the chord of which bears North 54°39'49" East, and having a radius of 87.50 feet; thence run Northeasterly along the arc of said curve, through a central angle of 70°43'43", a distance of 108.01 feet to the Point of Beginning.

ALSO, LESS AND EXCEPTING therefrom, the CJNA Property that is described in Exhibit A, containing approximately 9.21 acres, more or less.

MWP:JK 5/25/04 (350288v3)

EXHIBIT C

Advanced Real Property

Being that part of the South 235 feet of the North 929.85 feet of the West 570.36 feet of the Northwest ¼ of the Northwest ¼ of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, lying east of Selvitz Road. Containing 2.787 acres more or less.

MWP:JK 5/25/04 (350288v3)

EXHIBIT D

WMIF Real Property

Being that part of the South 235.93 feet of the North 634.86 feet of the West 343.67 feet of the Northwest ¼ of the Northwest ¼ of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, lying East of Selvitz Road and being more particularly described as follows:

COMMENCE at the Northwest corner of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run due South, along the West line of said Section 32, a distance of 398.93 feet; thence run N89°47'32"E, parallel with the North line of said Section 32, a distance of 99.31 feet, to the East right-of-way line of Selvitz Road and the POINT OF BEGINNING; thence continue N89°47'32"E, a distance of 244.36 feet; thence run due South a distance of 235.93 feet; thence run S89°47'32"W, a distance of 274.01 feet, to the said East right-of-way of Selvitz Road; thence run N07°09'41"E, along the said East right-of-way, a distance of 237.89 feet, to the POINT OF BEGINNING, all lying and being in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida and containing 1.4038 Acres, more or less.

Bearings based on West line of Section 32 being assumed due North.

MWP:JK 5/25/04 (350288v3)

EXHIBIT E

Easement Area

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida. Said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 32, thence South 00°04'06" West along the West line of said Section 32, a distance of 694.86 feet to the North line of the South 235 feet of the North 929.85 feet of said Section 32; thence North 89°50'34" East along said North line, a distance of 63.63 feet to the Easterly right-of-way line of Selvitz Road, according to the Plat of Fort Pierce Business Park, as recorded in Plat Book 27, page 6, public records St. Lucie County, Florida and the Point of Beginning; thence continue North 89°50'34" East along said North Line, a distance of 875.24 feet; thence North 00°47'49" East, a distance of 60.00 feet to a point on a line 60.00 feet North of and parallel to aforesaid North line; thence South 89°50'34" West along said line, a distance of 868.17 feet to aforesaid to aforesaid Easterly right-of-way line of Selvitz Road; thence South 07°36'23" West along said Easterly right-of-way line, a distance of 41.51 feet to the beginning of a curve concave East, having a radius of 1859.86 feet; thence Southerly along the arc of said curve through a central angle of 00°35'09", a distance of 19.02 feet to the Point of Beginning. Containing 1.20 acres, more or less.

Warranty Deed (Primary Parcel)

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2283338 OR BOOK 1814 PAGE 1541
Recorded:10/06/03 15:46

M-Chicago Title

* Doc Assump: $ 0.00
* Doc Tax : $ 20,530.30
* Int Tax : $ 0.00

This Instrument was prepared by:
Louise W. Spivey, Esq.
Gray, Harris & Robinson, P.A.
Post Office Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

Parcel ID# 2429331000300001

Recording Data Above

COPY

WARRANTY DEED

83 PARTNERS, LTD, a Florida limited partnership, formerly known as SUNPURE, LTD., a Florida limited partnership ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, and sold, to **CARGILL CITRO-AMERICA, INC., a Delaware corporation** ("Grantee"), whose post office address is **100 East Sixth Street, Frostproof, Florida, 33843**, and Grantee's successors, heirs and assigns, in fee simple, the following described real property located in **St. Lucie** County, Florida:

See Exhibit "A" attached hereto and by this reference incorporated herein.

This conveyance is made subject to: (a) zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; (b) taxes for 2003 and subsequent years; and (c) restrictions, easements, and rights-of-way of record; provided, however, that the reference to restrictions shall not operate to reimpose the same.

Grantor hereby covenants with Grantee that the above-described property is free of all liens and encumbrances except as identified on Exhibit "B" attached hereto and by this reference incorporated herein, and that Grantor has good right and lawful authority to grant, bargain, sell, and convey the above-described property. Grantor fully warrants the title to the above-described property, and will defend the same against the lawful claims of all persons whomsoever.

("Grantor" and "Grantee" are used herein for singular or plural, as the context requires.)

[Signatures on Following Page]

COPY

OR BOOK 1814 PAGE 1542

Recording Data Above

IN WITNESS WHEREOF, Grantor has executed this instrument effective this 30th day of **September, 2003**.

Subscribed before the
following two witnesses:

83 PARTNERS, LTD., a Florida limited partnership

Print Name: Robert J. Bottorff

By: **TASTESPIRE, INC., a Florida corporation, as its General Partner**

Louise W. Spivey
Print Name: Louise W. Spivey

By: _____
Hadi B. Lashkajani, President

STATE OF **FLORIDA**,
COUNTY OF **POLK**.

The foregoing instrument was acknowledged before me this 30th day of **September, 2003**, by **Hadi B. Lashkajani, as President of Tastespire, Inc., a Florida corporation, as General Partner of 83 Partners, Ltd., a Florida limited partnership**, on behalf of the corporation and the partnership. He ☒ is personally known to me or ☐ has produced a Florida driver's license as identification and did not take an oath.

(Affix Notary Seal)

Official Seal
LOUISE W. SPIVEY
Notary Public, State of Florida
My comm. expires Jan. 27, 2007
Comm. No. DD176995

Louise W. Spivey
NOTARY PUBLIC, State of Florida
Print Name: Louise W. Spivey
My Commission Expires: _____

COPY

Recording Data Above

EXHIBIT "A"
Legal Description of St. Lucie County Real Property

Being a parcel of land lying in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

PARCEL I:

Beginning at the Northwest corner of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, recorded in Chancery No. 680-E, dated April 25, 1938; thence run South 89°36'15" East (assumed datum), a distance of 77.86 feet to the South 1/4 corner of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run North 00°54'36" East along the North-South 1/4 Section line, a distance of 527.49 feet, more or less, to the South shore of Ten Mile Creek; thence run Southeasterly, meandering the said South shore, to a point on the West line of a tract to Adams Ranch, Inc., as in O.R. Book 328, Page 1222 of the Public Records of St. Lucie County, Florida; thence run South 01°09'02" West, a distance of 1185.88 feet, more or less, to a concrete monument; thence run North 88°07'52" East, a distance of 682.40 feet, to the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 32, by said Chancery No. 680-E; thence run South 01°49'35" West, a distance of 594.97 feet, to an iron pipe in concrete at the Southeast corner of the said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E; thence run South 88°03'45" West, along the South line of said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E, a distance of 1350.99 feet, to the Southwest corner of the said Northwest 1/4 of the Northeast 1/4, by said Chancery 680-E; thence run North 00°25'20" East, along the West line of the said Northwest 1/4 of the Northeast 1/4, by said Chancery No. 680-E, a distance of 1332.57 feet to the Point of Beginning; all lying and being in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL II:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, lying and being in St. Lucie County,Florida;

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PARCEL III:

The Southeast 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East;

LESS AND EXCEPTING THEREFROM the Florida East Coast Railway Company Railroad Right-of-Way, said Right of Way being 200.00 feet in width and lying 100.00 feet each side of the center line as delineated on Florida East Coast Railway Right of Way Map V3D, Sheet 2, dated October 1948.

COPY

AND ALSO:

Beginning at the Northwest corner of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 29, run South 222.51 feet along the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4; thence run West on a line parallel with the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, 300.00 feet; thence run North on a line parallel with the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 to the Southerly right-of-way line of the Florida East Coast Railway; thence run Northeasterly along said right-of-way to the West line of the Southeast 1/4 of the Southwest 1/4; thence run South along said West line to the Point of Beginning.

PARCEL IV:

COPY

That portion of the following described property lying North of the North St. Lucie River Water Management Drainage District Canal No. 101 and East of the East right of way for Selvitz Road:

The Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, lying in St. Lucie County, Florida.

PARCEL V:

The East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, and the West 170.00 feet of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

COPY

PARCEL VI:

The East 230.00 feet of the North 325.00 feet of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL VII:

Being a strip of land 75.00 feet in width, said strip lying in Section 32. Township 35 South, Range 40 East, St. Lucie County, Florida, said strip lying 37.50 feet each side of the following described center line:

Commence at the Southwest corner of the Northwest one quarter of said Section 32, thence North 00°04'23" East along the West line of the Northwest one quarter of said Section 32, a distance of 891.00 feet; thence South 89°58'19" East, parallel with the South line of said Northwest one quarter of Section 32, a distance of 50.00 feet to a point in the Easterly Right-of-Way line of Selvitz Road (being a 100.00 feet Right-of-Way) and the Point of Beginning of said strip; thence continue South 89°58'19" East a distance of 531.27 feet to the beginning of a curve concave to the Northwest, having a radius of 125.00 feet; thence Easterly, Northeasterly and Northerly along the arc of said curve through a central angle of 89°12'39", a distance of 194.63 feet; thence North 00°49'02" East, parallel with the East line of the Southwest one quarter of the Northwest one quarter of said Section 32, a distance of 22.41 feet to the beginning of a curve concave to the Southeast, having a radius of 100.00 feet; thence Northeasterly along the arc of said curve through a central angle of 57°00'00" a distance of 99.48 feet; thence North 57°49'02" East a distance of 116.83 feet to the beginning of a curve concave to the Southeast, having a radius of 100.00 feet; thence Northeasterly and Easterly along the arc of said curve, through a central angle of 32°12'39", a distance of 56.22 feet; thence South 89°58'19" East, a distance of 193.42 feet to a point on the West line of the East 230 feet of the Southwest one quarter of the Northwest one quarter of said Section 32 and the Point of Termination of said strip. The sidelines of said strip shall be shortened or lengthened to intersect at angle points.

PARCEL VIII:

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence South 89°58'19" East along the South line of the Northwest 1/4 of said Section 32, a distance of 705.00 feet to a point, said point being on the East line of the West 705.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 00°04'06" East along said East line, a distance of 53.50 feet to a point on the North Right-of-Way line of the North St. Lucie River Water Control District Canal No. 101 and

COPY

the Point of Beginning; thence continue North 00°04'06" East along said line, a distance of 600.00 feet to a point, said point being on the North line of the North 653.50 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 89°58'19" West parallel with the South line of said Northwest 1/4, a distance of 280.00 feet to a point, said point being on the East line of the West 425.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 00°04'06" East, a distance of 200.00 feet to a point on the North line of the South 853.50 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence South 89°58'19" East along said line, a distance of 156.30 feet to the beginning of a curve concave to the Northwest, having a radius of 162.50 feet; thence Northeasterly and Northerly along the arc of said curve through a central angle of 89°12'39", a distance of 253.02 feet; thence North 00°49'02" East, a distance of 22.41 feet to the beginning of a curve concave to the Southeast, having a radius of 62.50 feet; thence Northeasterly along the arc of said curve through a central angle of 57°00'00", a distance of 62.18 feet; thence North 57°49'02" East, a distance of 116.83 feet to the beginning of a curve concave to the South, having a radius of 62.50 feet; thence Northeasterly and Easterly along the arc of said curve through a central angle of 32°12'39", a distance of 35.14 feet; thence South 89°58'19" East, a distance of 193.42 feet to a point, said point being on the West line of the East 230 feet of the North 325 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence South 00°49'04" West along said line, a distance of 153.61 feet to a point, said point being on the South line of the North 325 feet of the East 230.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 89°56'24" East along said line, a distance of 230.03 feet to a point in the East line of the Southwest 1/4 on the Northwest 1/4 of said Section 32; thence South 00°49'04" West along said line, a distance of 953.44 feet to a point on the North line of aforementioned North St. Lucie River Water Control District Canal No. 101; thence North 89°58'19" West along said line, a distance of 608.68 feet to the Point of Beginning.

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TOGETHER WITH the following described easements:

Easement for ingress and egress purposes over the South 50.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, and the East 50.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida, lying South of the above-described Parcel III.

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Recording Data Above

EXHIBIT "B"
List of Permitted Exceptions to St. Lucie County Property

1. Terms and conditions of that certain Easement granted to Indian River Foods, Inc., a Florida corporation, dated February 9, 1966, recorded February 10, 1966, in Official Records Book 138, Page 160, St. Lucie County, Florida, records. (As to the South 50 feet of the Southwest 1/4 of the Southwest 1/4.) Said Agreement has been modified in Easement Release recorded in Official Records Book 1104, Page 2328.

2. Easement granted to Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, a municipal corporation under the laws of the State of Florida, dated August 1, 1983, recorded August 15, 1983, in Official Records Book 408, Page 1958; together with Clarification and Modification of Easement recorded in Official Records Book 1205, Page 2099; St. Lucie County, Records. (As to Parcel III).

3. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated January 10, 1990, recorded March 22, 1990, in Official Records Book 683, Page 1259; and ANNEXATION AGREEMENT recorded February 9, 1994 in Official Records Book 884, Page 328, St. Lucie County, Records. (As to Parcels I, II, III, IV, V, VI, VII and VIII)

4. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated June 24, 1994 in Official Records Book 912, Page 2117, St. Lucie County, Records. (As to Parcel III)

5. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated December 29, 1995, recorded March 18, 1996, in Official Records Book 1004, Page 1890, Public Records of St. Lucie County, Florida. (As to Parcels I, II, III, IV, VI, VII AND VIII)

6. Subject to the railroad spur track located on subject property. (As to Parcel III)

7. Terms and conditions of that certain resolution relating to legal access to private lands over facilities within district rights-of-way executed by the North St. Lucie River Water Control District, recorded December 21, 1980 in Official Records Book 669, Page 699, St. Lucie County, Records.

8. Easement granted to Carl Paul Wild and Selma R. Wild, his wife, from Indian River Foods, Inc., dated August 1, 1969, recorded September 3, 1969, in Official Records Book 179, Page 1972, St. Lucie County, Records.

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9. Terms and conditions of the Easement Agreement between Margaret Kimmel, Carl E. Wild and Raymond S. Wild and Dickerson Florida, Inc. and "East Coast Block Company, Inc." recorded October 9, 1991, in Official Records Book 758, Page 2300, St. Lucie County, Records.

10. Rights of others under unrecorded tower space leases.

11. Survey by GCY INCORPORATED, dated October 15, 1997, discloses the following:

(a)Overhead Power lines;(b)Encroachment of a ditch into the adjacent property located on the Northeast side of Parcel 1 in Section 32; (c)Encroachment of asphalt pavement, chain link fence, concrete curbs, electric meter box, culvert pipe, and guard house into adjacent property.(d)Septic Area encroaches over Northwest property line into Florida East Coast Railroad Right-of-Way.

12. Easement by and between Indian River Foods, Inc., a Florida corporation to Becker Holding Corporation in instrument recorded in Official Records Book 1104, Page 2330, Public Records of St. Lucie County, Florida.

13. Tower Space Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and Ram Mobile Data U.S.A. Limited, as Lessee dated August 24, 1992.

14. Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and McCaw Communications of Fort Pierce, Inc., as Lessee dated January 11, 1990, as amended by Second Addendum dated July 3, 1990.

15. Tower Space Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and St. Lucie Caretaking Corporation, as Lessee dated March 12, 1991.

16. Lease of Site for Communications Facilities between Indian River Foods, Inc., as Lessor, and Sitecom, Inc., as Lessee, dated October 10, 1995, as amended by Addendum dated December 8, 1995, and as assigned to Pinnacle Towers, Inc. as consented by Lessor's Consent to Assignment dated May 6, 1996.

17. Lease of Site for Communications Facilities from SunPure, Ltd. to Becker Holding Corporation executed October 16, 1997.

18. Guy Wire Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation, as recorded in Official Records Book 1207, at Page 1949.

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19. Assignment of Tower Leases by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, Page 1955.

20. Utility Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1944.

21. Access Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1937.

22. Provisions of Bill of Sale, between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1928.

23. Land Lease Agreement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1914.

24. Memorandum of Agreement by and between Pinnacle Towers, Inc., a Delaware corporation and Nextel South Corp., a Georgia corporation as recorded in Official Records Book 1370, at Page 624.

25. Subordination, Non-Disturbance and Attornment Agreement by and between Pinnacle Towers, Inc., a Delaware corporation, Comerica Bank, a Michigan banking corporation and SunPure, Ltd., a Florida limited partnership as recorded in Official Records Book 1207, at Page 1964.

26. Provisions of the Subordination Agreement by SunPure, Ltd., a Florida limited partnership, Cargill Citro Pure, L.P. a Delaware limited partnership and Comerica Bank, a Michigan banking corporation, as recorded in Official Records Book 1359, at Page 1515.

COPY

Deed - Access Parcel / Easement*

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2520261 OR BOOK 2116 PAGE 2200, Recorded 12/15/2004 at 03:46 PM
Doc Tax: $1019.90

This Document Prepared By and Return to:
Robert V. Schwerer, Esquire
Brennan Hayskar Walker Schwerer Dundas & McCain
515-519 South Indian River Drive
Fort Pierce, Florida 34950
COURTHOUSE BOX #9

Parcel ID Number: 2432-221-0002-000/6

Special Warranty Deed

This Indenture, Made this 26th day of October , 2004 A.D., **Between** Bobby Johnson and Wanda Johnson, husband and wife

of the County of St. Lucie , State of Florida , **grantors,** and Cargill Juice North America, Inc., a corporation existing under the laws of the State of Delaware whose address is: 100 East 6th Street, Frostproof, FL 33843

of the County of Polk , State of Florida , **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

See Attached Exhibit "A" for legal description.

This conveyance is made subject to: (a) zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; (b) taxes for 2004 and subsequent years; and (c) restrictions, easements, and rights-of-way of record, provided, however, that reference to restrictions does not operate to impose the same.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantors hereby covenant with said grantee that grantors are lawfully seized of said land in fee simple; that grantors have good right and lawful authority to sell and convey said land; that grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Shari Sabater
Printed Name: Shari Sabater
Witness

Robert V. Schwerer
Printed Name: ROBERT V. SCHWERER
Witness

Bobby Johnson (Seal)
Bobby Johnson
P.O. Address: 4767 Selvitz Road, Fort Pierce, FL 34981

Wanda Johnson (Seal)
Wanda Johnson
P.O. Address: 4767 Selvitz Road, Fort Pierce, FL 34981

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 26th day of October , 2004 by Bobby Johnson and Wanda Johnson, husband and wife

who are personally known to me or who have produced their Florida driver's license as identification.

Judith A Sullivan
Printed Name:
Notary Public
My Commission Expires:

Judith A Sullivan
My Commission DD343620
Expires October 23, 2006

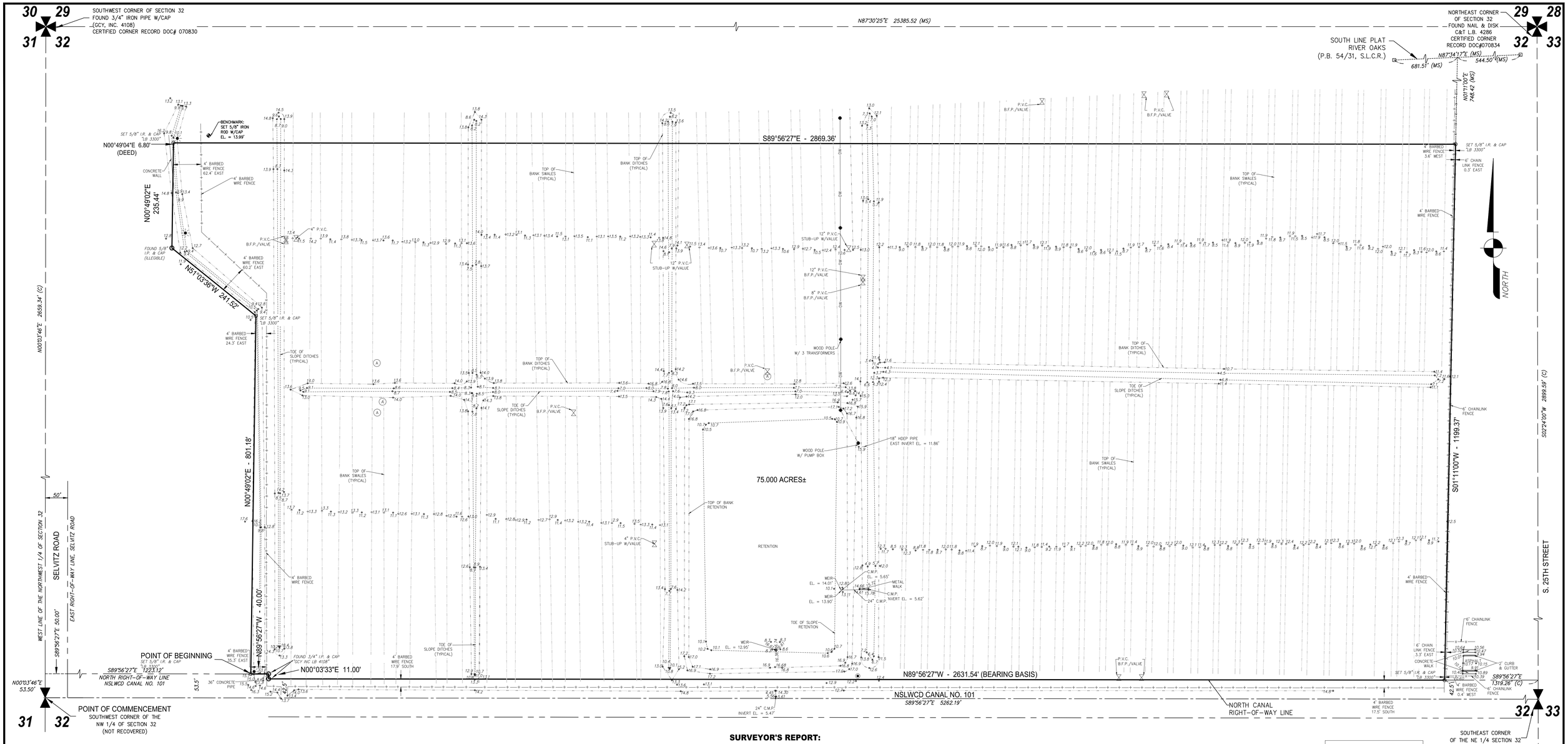
Laser Generated by © Display Systems, Inc., 2003 (863) 763-5555 Form FLSWD-1

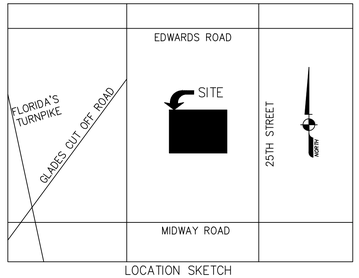
Johnson Property

Being a parcel of land lying in Section 32, township 35 South, Range 40 east, St. Lucie County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 32; thence North 89°50'34" East along the North line of said Section 32, a distance of 343.65 feet to the Point of Beginning; thence continue North 89°50'34" East along said North line, a distance of 604.07 feet; thence South 00°47'49" West, a distance of 460.07 feet; thence North 89°52'58" East, a distance of 170.02 feet; thence South 00°47'37" West, a distance of 234.76 feet; thence South 89°50'34" West, parallel with as measure at right angles to the North line of said Section 32, a distance of 1045.29 feet to the Easterly right-of-way line of Selvitz Road, said point being the beginning of a non-tangent curve, concave to the East having a radius of 1859.86 feet, the chord of which bears North 07°18'48" East; thence Northerly along the arc of said curve through a central angle of 0°35'09", a distance of 19.02 feet; thence North 07°36'23" East, a distance of 41.51 feet; thence departing said Easterly right-of-way line North 89°50'34" East, parallel with, as measured at right angles to the North line of said Section 32, a distance of 576.52 feet; thence North 00°03'48" East, distance of 235.93 feet; thence South 89°50'34" West, parallel with, as measured at right angles to the North line of said Section 32, a distance of 304.33 feet; thence North 00°04'06" East, a distance of 398.93 feet to the Point of Beginning.

Containing 9.21 acres, more or less.





LOCATION SKETCH
(NOT TO SCALE)

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°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 parcel containing 75.000 acres, more or less.

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; ℄ = 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.

0 100 200
GRAPHIC SCALE IN FEET
SCALE: 1" = 100'

LEGEND
- (A) AIR VALVE
- 0.00 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. AVIROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

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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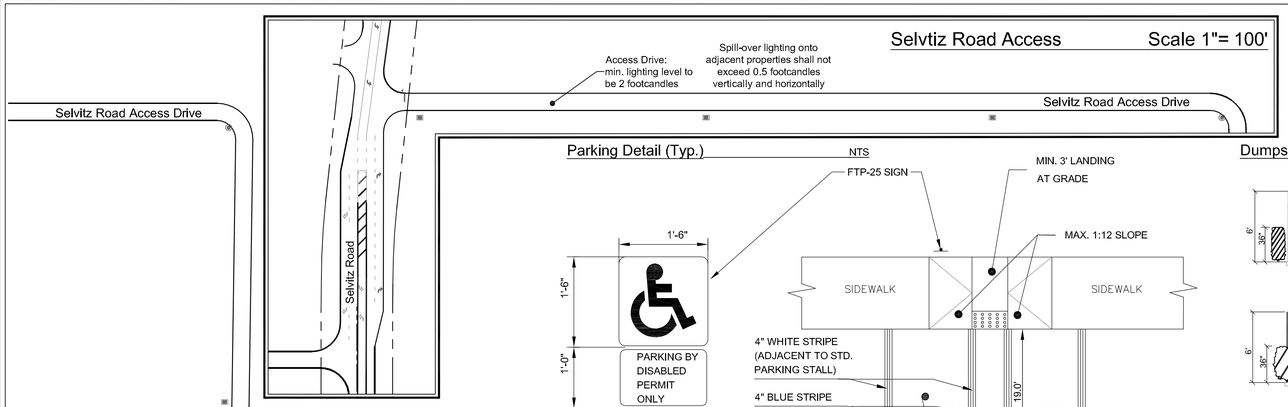
REVISIONS	DATE	F.B. / PG.	BY	CK'D	REVISIONS	DATE	F.B. / PG.	BY	CK'D

BOUNDARY AND TOPOGRAPHIC SURVEY
PRECAST SPECIALTIES, LLC
SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

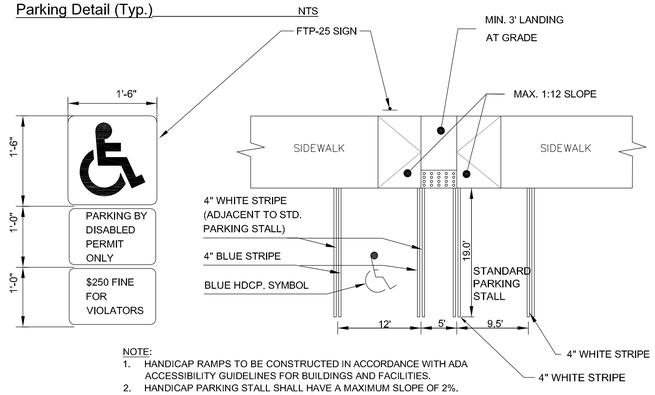
PRECAST SPECIALTIES, LLC
CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

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

Selvtiz Road Access — Scale 1"= 100'

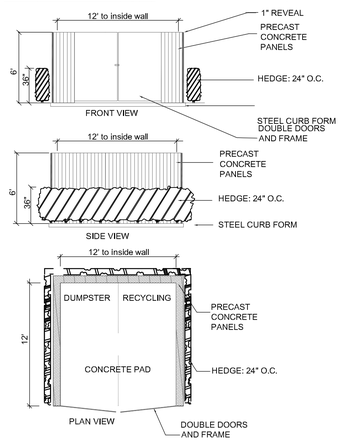


Parking Detail (Typ.) — NTS



NOTE:
1. HANDICAP RAMPS TO BE CONSTRUCTED IN ACCORDANCE WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
2. HANDICAP PARKING STALL SHALL HAVE A MAXIMUM SLOPE OF 2%.
3. ALL DIMENSIONS AND NOTES ARE TYPICAL

Dumpster Detail (Typ.) — NTS



Tabular Data

Project Name:	Precast Concrete Plant
Location:	3798 Selvitz Rd, Ft. Pierce, FL
Existing Future Land Use	HI
Existing Zoning District	[SLC] IH
Proposed Zoning District	I3
Section/Township/Range	32/35/40
Property Control Number	2432-122-001-000-5
Total Site Area	+/-75 AC
Phase I	+/-46 AC
Phase II	+/-29 AC
Flood Zone:	X
Impervious Area	(+/-72%) +/-54 AC
Pervious	(+/-28 %) +/-21 AC

Building Data

Total Square Footage	76,100 SF*
Total FAR	0.02*
PHASE I	
Square Footage	67,350
Administration Building	40,000 SF
Dispatch Building	1,900 SF
Tool Room	900 SF
Quality Control Room	900 SF
Carpentry Shop	5,000 SF
Covered Material Storage	6,000 SF
Steel Shop	5,000 SF
Covered Employee Area	3,000 SF
Employee Services Building	4,000 SF
Mechanic's Shop	2,400 SF
In-Plant Restroom	750 SF
PHASE II	
Square Footage	8,750*
Future In-Plant Restroom	750 SF
Future Covered Materials Storage	8,000 SF
*Future Batch Plant	TBD SF

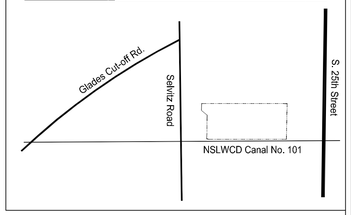
Parking Data

Parking Required (2 sp /1,000SF)	152 spaces
Parking Provided	286 spaces
Handicap Parking Required (2.2% of Total)	6 spaces
Handicap Parking Provided	9 spaces
Loading Required	1 space
Loading Provided	1 space

Open Space

Total:	+/-21 AC
Buffers and Non-vehicular Areas	+/-11.1 AC
Lake Maintenance Easement	2.4 AC
Lake Surface	7.5 AC

Location Map — NTS



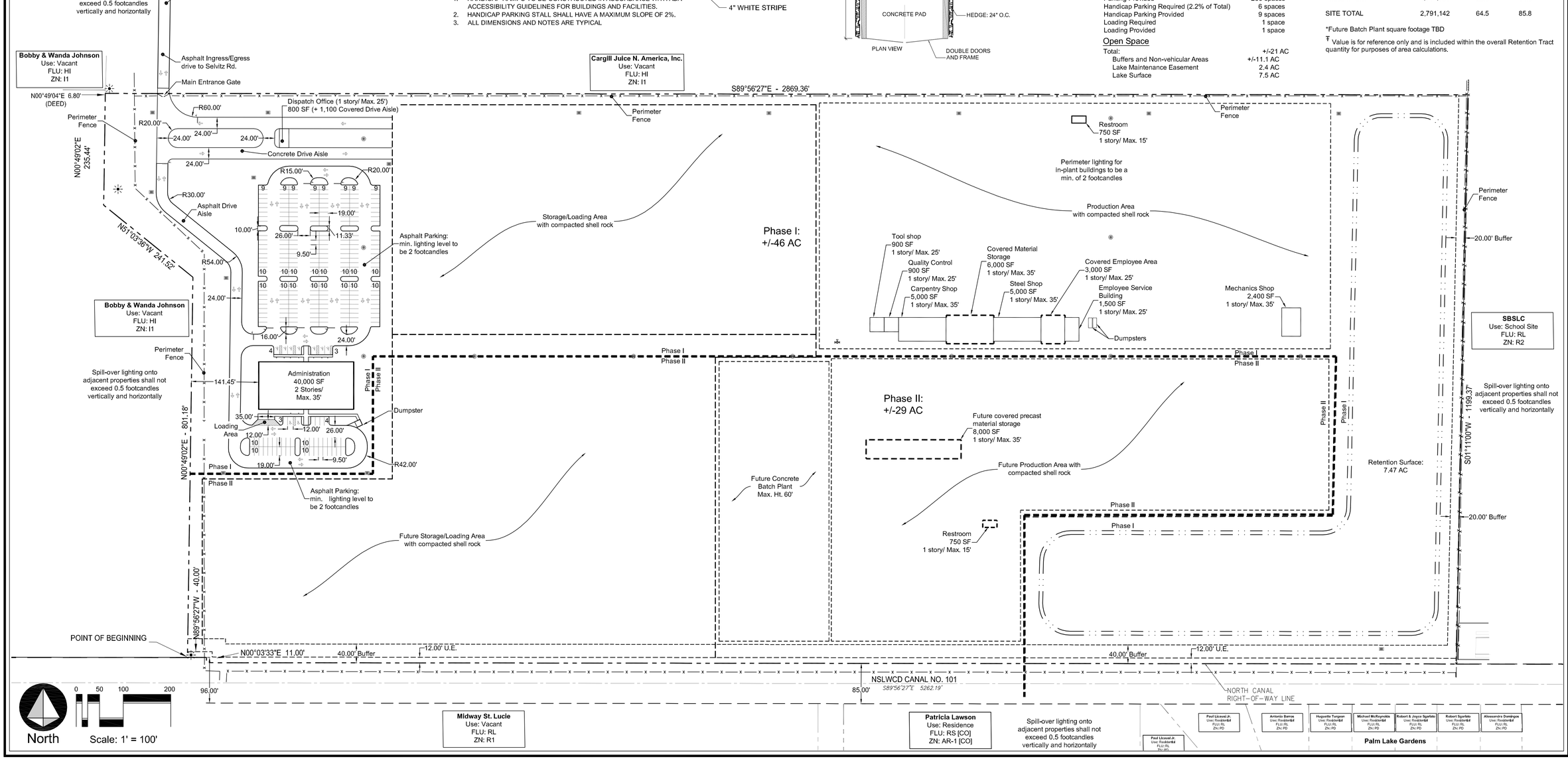
Site Coverage

PHASE I	Square Feet	Acreage	Percent
Building	67,350	1.6	2.0
Roadway/Parking	160,059	3.7	4.9
Sidewalk/Misc.	2,807	0.6	0.9
Laydown Storage	431,461	9.9	13.2
Production Area	556,310	12.8	17.0
Retention Tract	431,760	9.9	13.2
Retention Surface	325,554‡	7.5‡	10.0‡
Phase I Total	1,649,747	38.5	51.2

PHASE II	Square Feet	Acreage	Percent
Building	8,750*	0.2	0.2
Laydown Storage	538,372	12.4	16.5
Production Area	585,523*	13.4	17.9
Phase II Total	1,141,395	26.0	34.9
SITE TOTAL	2,791,142	64.5	85.8

*Future Batch Plant square footage TBD

‡ Value is for reference only and is included within the overall Retention Tract quantity for purposes of area calculations.



Morton PLANNING | LANDSCAPE ARCHITECTURE
3920 RCA Blvd. Suite 2002 | Palm Beach Gardens, FL 33410

Precast Concrete Plant

Prepared for Precast Specialties, LLC

Ft. Pierce, Florida

REVISIONS

Site Plan

SCALE |	AS SHOWN
DRAWN |	SDP
CHECKED BY |	SDP
FILE |	145.01-FL Pierce 7SAC - FSP ReSub
DATE |	2016-09-23

Sheet: 1 of 1

NEW LEFT TURN LANE & TRANSITIONS
PER FDOT INDICES 301 & 526 (45 MPH DESIGN SPEED)
DECELERATION LENGTH "L" = 185 FT PER INDEX 301
QUEUE LENGTH = 100 FT PER PLANS PREP MANUAL CHAPTER 2 (2.13.2) - TRAFFIC REPORT REFLECTS 43 AM PEAK HOUR TURNS (< ONE PER MINUTE)
LANE TRANSITION FROM 3-LANE SECTION TO EXISTING 2-LANE SECTION - L=WS (45:1) PER PER FDOT INDEX 526

EXIST. FH
8"x4" TEE
4" GV #2

EXIST. DCDA
8" GV #3
NEW 8" DCDA FOR PRIVATE FIRE LINE
8" PVC FIRE TO SITE DISTRIBUTION SYSTEM

CONNECT TO EXIST. 12" PVC WM w/ 12" x 8" TAPPING SLEEVE & 8" GV#1 SAMPLE POINT #1

8" PVC FIRE MAIN
4" PVC WATER SERVICE LINE
4" PVC FORCE MAIN

3" WATER METER & 3" RPZ
4"x3" INCREASER

NO SWALE AT DRIVEWAY

400 LF, 18" STM @ 0.20%

S-101
10.00 RIM
7.00 E
6.00 BOT

S-102
10.00 RIM
6.20 W
6.20 E
5.20 BOT

NO SWALE AT DRIVEWAY

400 LF, 18" STM @ 0.20%

PROVIDE ROADSIDE SWALE TO CONVEY RUNOFF TO INLETS

S-103
10.00 RIM
5.40 W
5.40 E
4.40 BOT

321 LF, 24" STM @ 0.20%

S-104
11.00 RIM
4.75 W
4.75 S
3.75 BOT

PROVIDE ROADSIDE SWALE TO CONVEY RUNOFF TO INLETS

384 LF, 24" STM @ 0.21%

S-105
10.00 RIM
3.95 N
3.95 S
2.95 BOT

4" FM

4" WTR SVC LINE

8" FIRE MAIN

384 LF, 24" STM @ 0.21%

PROPOSED SILT FENCE (TYP)

PROPOSED SILT FENCE (TYP)

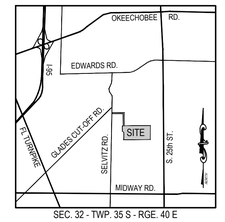
EXIST. RPZ

CONNECT TO EXIST. 12" PVC FM
w12"x4" TAPPING SLEEVE
4" GV #4

NEW DROP RIGHT TURN LANE
PER FDOT INDICES 301 & 526 (45 MPH DESIGN SPEED)
Ta = 50 FT PER FDOT INDEX 526
L = 185 FT PER FDOT INDEX 301
QUEUE LENGTH NOT SPECIFIED - 100 FT PROVIDED - TRAFFIC REPORT REFLECTS 81 PEAK HOUR AM TURNS

SELVITZ RD

MATCHLINE (SEE SHEET PE1.2)



SEC. 32 - TWP. 35 S - RGE. 40 E
LOCATION MAP
N.T.S.

NORTH

0 12 30 60 120 180

SCALE: 1" = 60'

LEGEND

EXISTING WATERMAIN — EXWM
EXISTING FORCEMAIN — EXFM
EXISTING STORM DRAINAGE — EXSTM
STRUCTURE NUMBER — S-000
RIM ELEVATION — 0.00 RIM
INVERT — 0.00
STRUCTURE BOTTOM — 0.00 BOT
PROPOSED STORM DRAINAGE LINE W/ STORM STRUCTURE — D
STRUCTURE NUMBER — MH-0
RIM ELEVATION — 0.00 RIM
INVERT — 0.00
PROPOSED SANITARY SEWER — S
FIRE HYDRANT ASSEMBLY
PROPOSED FIRE MAIN — FIRE
PROPOSED WATER SERVICE LINE — W
PROPOSED SANITARY SERVICE LINE — S
PROPOSED FORCEMAIN — FM
PROPOSED SILT FENCE
PROPOSED PAVEMENT
PROPOSED SHELLROCK
PROPOSED CONCRETE
UTILITY EASEMENT — U.E.
BUFFER EASEMENT — B.E.
STOP SIGN & 2' STOP BAR (THERMO.)

NOTES:

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West Palm Beach, FL 33401
T: 561.659.5760 F: 561.659.5772
www.civil-design.com
CA No. 9664

NEW PRECAST MANUFACTURING & ADMINISTRATION FACILITY

CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

APPROVED BY:

T. Jeff Trompeter, P.E.
Florida License No. 51045

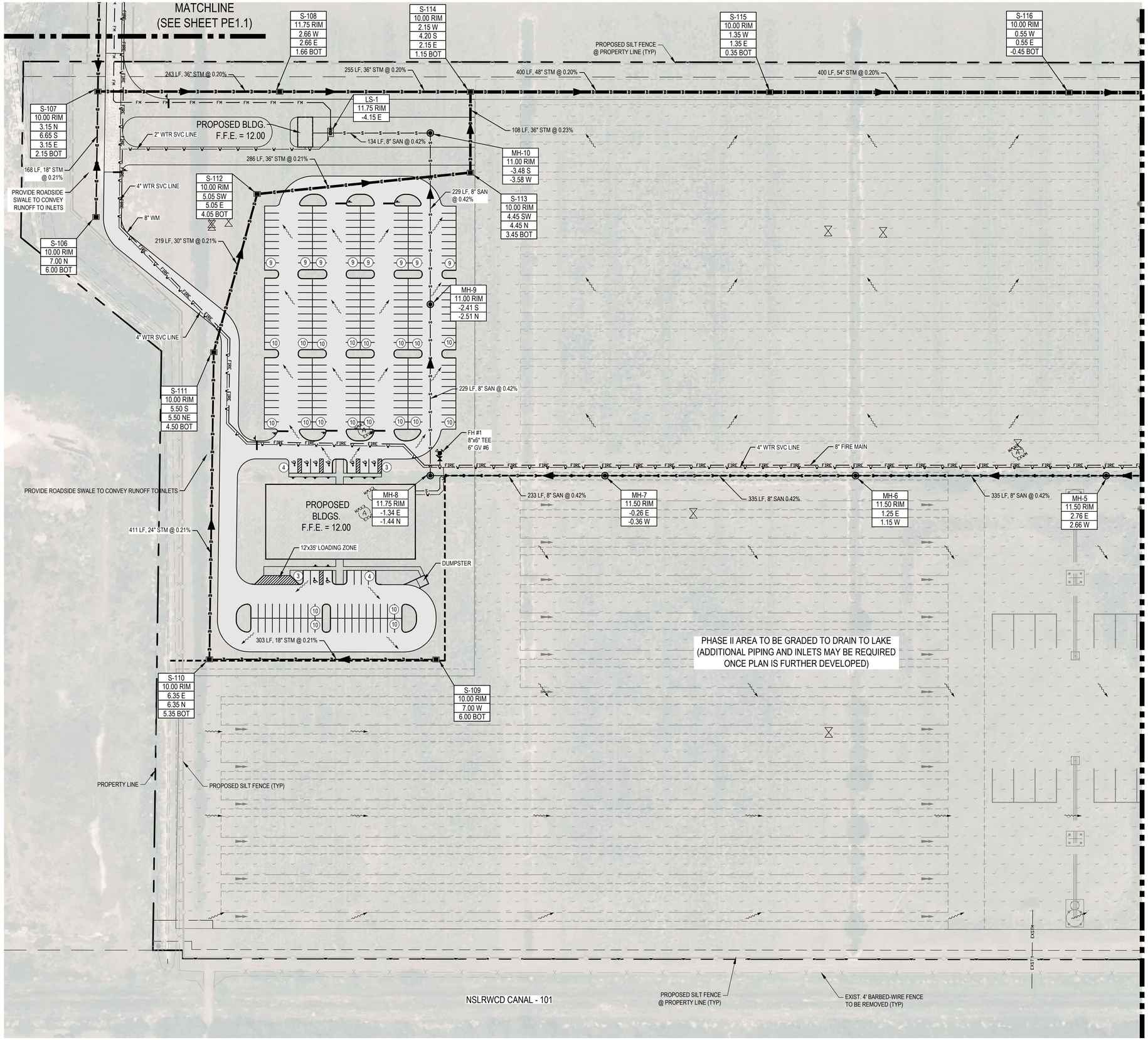
CDI PROJECT NO.
16488-01

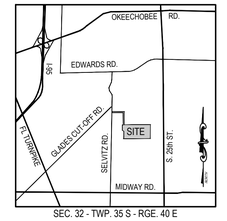
DATE: 8/30/16
DESIGNED: JT
DRAWN: CJ

NO.	DATE	REVISION DESCRIPTION
1	9/16/16	TRC REVIEW COMMENTS

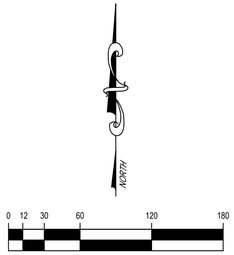
PRELIMINARY ENGINEERING PLAN

PE1.1





LOCATION MAP
N.T.S.



SCALE: 1" = 60'

LEGEND

EXISTING WATERMAIN	EXWM
EXISTING FORCEMAIN	EXFM
EXISTING STORM DRAINAGE	EXSTM
STRUCTURE NUMBER	S-000
RIM ELEVATION	0.00 RIM
INVERT	0.00
STRUCTURE BOTTOM	0.00 BOT
PROPOSED STORM DRAINAGE LINE W/ STORM STRUCTURE	
STRUCTURE NUMBER	MH-0
RIM ELEVATION	0.00 RIM
INVERT	0.00
PROPOSED SANITARY SEWER	
FIRE HYDRANT ASSEMBLY	
PROPOSED FIRE MAIN	FIRE
PROPOSED WATER SERVICE LINE	
PROPOSED SANITARY SERVICE LINE	
PROPOSED FORCEMAIN	FM
PROPOSED SILT FENCE	
PROPOSED PAVEMENT	
PROPOSED SHELLROCK	
PROPOSED CONCRETE	
UTILITY EASEMENT	U.E.
BUFFER EASEMENT	B.E.
STOP SIGN & 2' STOP BAR (THERMO.)	

NOTES:

1. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 17 AND 18 OF THE FORT PIERCE CODE OF ORDINANCES AND THE "STANDARD SPECIFICATIONS" ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973.
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   2.3. 100Y-3D STAGE (12.23" RAINFALL) = 11.05 (MINIMUM FFE)
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4. SWEEP ROADS AND CONSTRUCTION SITE PERIODICALLY TO REMOVE CONSTRUCTION DEBRIS AND SEDIMENT.
5. STORM DRAINAGE TO BE SEDIMENT AND SILT FREE DURING CONSTRUCTION AND AT FINAL SITE WALK THROUGH.
6. FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO SERVICE CONNECTION.
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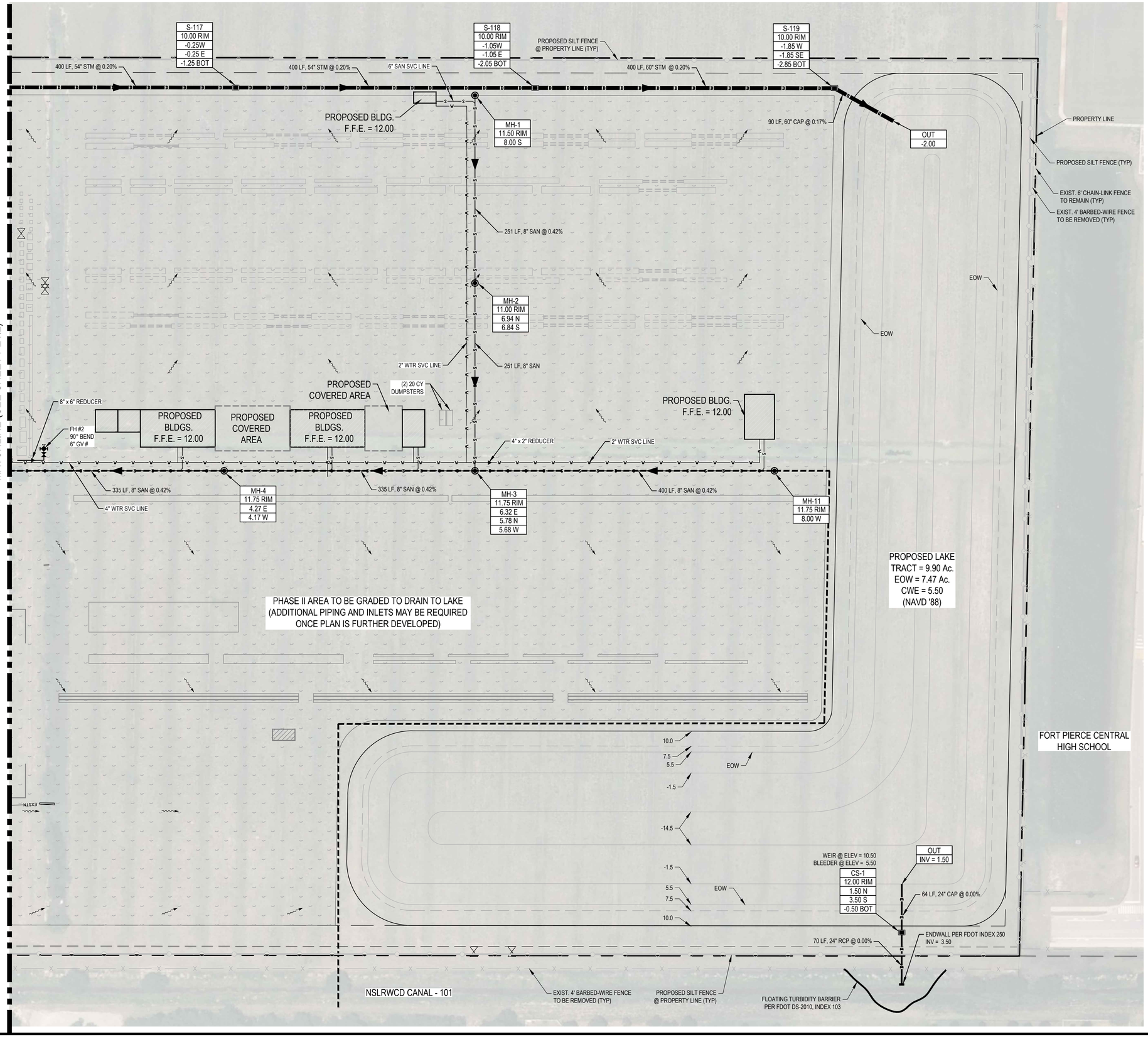
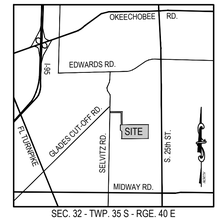
DATE:	8/30/16
DESIGNED:	JT
DRAWN:	CJ

NO.	DATE	REVISION DESCRIPTION
1	9/16/16	TRC REVIEW COMMENTS

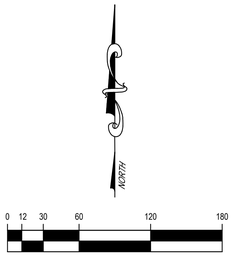
PRELIMINARY ENGINEERING PLAN

PE1.2





LOCATION MAP
N.T.S.



SCALE: 1" = 60'

LEGEND

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EXISTING FORCEMAIN	EXFM
EXISTING STORM DRAINAGE	EXSTM
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STRUCTURE NUMBER	MH-0
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INVERT	0.00
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PROPOSED FIRE MAIN	FIRE
PROPOSED WATER SERVICE LINE	
PROPOSED SANITARY SERVICE LINE	
PROPOSED FORCEMAIN	FM
PROPOSED SILT FENCE	
PROPOSED PAVEMENT	
PROPOSED SHELLROCK	
PROPOSED CONCRETE	
UTILITY EASEMENT	U.E.
BUFFER EASEMENT	B.E.
STOP SIGN & 2' STOP BAR (THERMO.)	

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DATE:	8/30/16
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DRAWN:	CJ

NO.	DATE	REVISION DESCRIPTION

PRELIMINARY ENGINEERING PLAN

PE1.3

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 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

Before roll call, Chairman Burdge asked for a moment of silence to remember Gloria Grimyser, former Planning Board member and former City Commissioner.

Present: **Mike Dahan**; **Marcia Baker**; **Frank Creyaufmiller**; **John George**; **Eloise Cumings**; **Charles Hayek**; **Tim O'Connell**; **Robert Poitier**; **Steve Weaver**; **Al Bernetti**; **Bob Burdge**, **Chairman**

Absent: **Brian Paul**

Staff Present: **Iola Mosley**, **Senior Assistant City Attorney**
Rebecca Grohall, AICP, **Planning Director**
Kori Benton, **Senior Planner**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Mr. Paul was unexcused.

Motion was made by Charles Hayek, and seconded by Marcia Baker to approve the absence of Mr. George from the November 8, 2016 meeting.

AYE: **Charles Hayek**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Chairman Bob Burdge**

Passed

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Weaver was made a voting member for the meeting.

6. APPROVAL OF MINUTES

a. Minutes from the November 8, 2016 meeting

Motion was made by Robert Poitier, and seconded by Charles Hayek to approve the minutes from the November 8, 2016 meeting.

AYE: **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Chairman Bob Burdge**
Passed

7. NEW BUSINESS

a. **Conditional Use with New Construction Seaward of the Coastal Construction Control Line - Mandel/Perkins Residence - 324 S. Ocean Drive**

Mr. Weaver recused himself and Mr. Bernetti was made a voting member for the item.

Mr. Creagan gave an overview of the application and answered questions from the Board.

William Stoddard, Applicant Representative from Schulke, Bittle and Stoddard, provided additional information and answered questions from the Board.

Carol Mashier, President of Fort Pierce South Beach Association, spoke on behalf of the association.

James Gilgenbach, Architect, answered questions from the Board.

Jimmy Johnson and Rick Ross spoke in favor of the application.

Robert Zaist, Raedele Wittenmyer and Jean Peppers spoke in opposition of the application.

Board discussion ensued.

Motion was made by Charles Hayek, and seconded by Robert Poitier to forward a recommendation of approval to the City Commission.

AYE: **Mike Dahan, Frank Creyaufmiller, John George, Charles Hayek, Tim O'Connell, Robert Poitier, Chairman Bob Burdge**
NAY: **Marcia Baker, Eloise Cumings, Al Bernetti**
Other: **Steve Weaver (RECUSE)**
Passed

b. **Conditional Use - Dwelling Rental - 608 S. Ocean Drive**

Mr. Poitier asked to be excused.

Mr. Benton gave an overview of the application and answered questions from the Board.

Kelly Golden, Applicant, provided additional information and answered questions from the

Board.

Rick Ross spoke in favor of the application.

Jim Flynn spoke in opposition of the application.

Motion was made by Steve Weaver, and seconded by Charles Hayek to forward a recommendation to the City Commission to approve the request with the following conditions:

1) The applicant provides specificity to the guided maximum occupancy of each unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses and set up a St. Lucie County tourism tax account within fourteen (14) days of Conditional Use approval; and

5) Adherence to the use limitations presented with the application proposal.

AYE: **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

c. **Subdivision: Preliminary Plat - Cargill Property - 3798 Selvitz Road**

Mr. Benton gave an overview of the application.

Marc Rupp, Precast Representative, answered questions from the Board.

Motion was made by Marcia Baker, and seconded by John George to forward a recommendation of approval to the City Commission with the following condition:

The access easement is executed by all affected land owners and recorded, or dedication of the access easement is added to the Plat.

AYE: **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **Mike Dahan**, **Chairman Bob Burdge**

Passed

d. **Zoning Text Amendment - Peacock Arts District Parking Exemptions - Segment of the Orange Avenue Corridor between US Highway 1 & 10th Street**

Mr. Benton gave an overview of the amendment and answered questions from the Board.

Linda Cox, City Clerk and Leader of the City Economic Development Team, and Ruth Jefferson spoke in favor of the amendment.

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

Meeting Date: 01/17/2017

Re: Application for Conditional Use - Dwelling Rental / Golden Rentals - 608 S. Ocean Drive

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Review of a Conditional Use, submitted by Property Owner, Kelly Patricia Golden to establish a Dwelling Rental, offering lodging for less than six months located at 608 S. Ocean Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A) (Parcel ID 2401-503-0008-0007).

SUMMARY:

- The applicant is seeking Conditional Use approval to operate a Dwelling Rental at 608 S. Ocean Drive, offering transient lodging with minimum stays of one (1) week within an existing two-story structure which contains five (5) units. The 3,109 square feet structure was built in 1977, and is located within the Hutchinson Island Medium Density Residential Zone (R-4A).
- The applicant typically resides on-site to provide on-site management along with the collection of operational guidelines presented with the request such as screening of potential renters, on-site management, use restrictions by guests, maximum occupancies, and minimum stays of one (1) week. The application further details specific limits on the maximum vehicles permitted on-site, and limitations on boats, smoking, and pets.
- A total of 42 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. A tally of the garnered responses will be provided to the City Commission at the public hearing.
- The Planning Board, at their December 13th, 2016 meeting, voted unanimously to recommend approval of the request with the conditions presented by staff.

RECOMMENDATION:

Approval with the following conditions: 1) The applicant provides specificity to the guided maximum occupancy of each unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager, to be accessible at all times to resolve complaints or violations of City Code;
3) Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;
4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval; and
5) Adherence to the use limitations presented with the application proposal.

ALTERNATIVES:

Approval with alternative conditions
Denial

RESPONSIBLE STAFF:
Kori Benton, Senior Planner

COORDINATED WITH:
Isacc Saucedo, Code Compliance Officer

Fiscal Impact

OTHER INFORMATION:
Potential Increase in Ad-Valorem and Tourism Tax Revenue

Attachments

Staff Report
Aerial & Zoning
Application
Site Improvement Plan
TRC Minutes Excerpt - 11-17-2016
PB Minutes - December 2016 - (Not Yet Approved)

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/11/2017 01:30 PM

Form Started By: Kori Benton
Started On: 01/06/2017 02:30 PM
Final Approval Date: 01/11/2017

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Application for Conditional Use - Dwelling Rental
Golden Rentals
608 S. Ocean Drive

DATE: January 6, 2017

STAFF REPORT

Owner/Applicant: Kelly Patricia Golden
608 S. Ocean Drive
Fort Pierce, FL 34949

Applicant's Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as one (1) week.

Location: 608 S. Ocean Drive

Parcel ID: 240150300080007

Current Zoning: Hutchinson Island Medium Density Residential Zone (R-4A)

Future Land Use: Hutchinson Island Residential (HIR)

Surrounding Zoning:

North	East	South	West
R-4A	Beach/A-2	R-4A	R-4A

Site Size: .32 acres

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 608 S. Ocean Drive, offering transient lodging with minimum stays of one (1) week. The subject two-story structure contains five (5) units, with an overall finished floor area of 3,109 square feet. Of the units, one (1) unit is typically owner-occupied. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A). The structure present was constructed in 1977.

The property is located on the east side of South Ocean Drive, a couple hundred feet north of the Gulfstream public beach access. The property to the west and north is currently vacant; the beach is to the east, and a single-family unit is to the south (owner of said structure has provided a letter of support). This site features a concrete driveway and the improvement plan denotes the intended striping of seven (7) parking spaces.

A broad sidewalk runs along S. Ocean Drive in front of the complex; however a connection to the building entrance is proposed by the applicant, as required by City code. Additionally, a bicycle rack would be integrated to provide access for guests.

The application presents operational guidelines such as screening of potential renters, on-site management, use restrictions by guests, maximum occupancies, and minimum stays of one (1) week. The application details specific limits on the maximum vehicles permitted on-site, and limitations on boats, smoking, and pets.

Dwelling Rentals

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling rental (dwelling unit)", and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

The State of Florida provides further classification if a dwelling is rented for periods of less than thirty (30) days, declaring the use a "Vacation rental", and defined such use as any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays is less than thirty (30) days. The rental of a dwelling for periods greater than thirty (30) days, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rentals

	Dwelling Rental	Vacation Rental
Length of Stay	Less than 6 months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days) & Transient Lodging (Vacation Rental)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental License
Public lodging establishment (ADA & Misc. Regulations)	If rented 30 days or less (Vacation Rental)	Public lodging establishment

The rental of residential properties for short-term occupancy by tourists is a rapidly expanding sector of the hospitality industry. Short-term vacation rentals offer an alternative to traditional hotel or bed and breakfast accommodations, generally offering unique amenities, and a higher capacity to accommodate families or more guests than a single hotel room. The benefits of increased tourism and economic activity related to short term rentals are discernable; however the necessity to regulate and guide the location for this use is well documented.

Vacation rentals have the capacity to result in incompatible adverse impacts on neighborhoods including, but not limited to, increased noise, litter, traffic, and the uncertainty or instability of the identity of occupants of neighboring properties. The short-term vacation rental use and longer term residential use may be incompatible, due to the rapid turnover associated with short-term vacation rental use, therefore provisions such as maximum guests, parking restrictions, property manager registration, and guide booklets for renters regarding local rules and resources should be considered to minimize conflicts.

Zoning & Land Use

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R-4A) which is designed to facilitate residential and compatible development on Hutchinson which account for the unique characteristics of Hutchinson Island and concerns of environmental fragility, beach erosion, and hurricane evacuation. Furthermore, the site has a land use designation of Hutchinson Island Residential (HlR).
The Hutchinson Island Residential (HlR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to 8

dwelling units per acre. Limited public uses and commercial uses that are *compatible* with the surrounding development shall also be allowed.

The presented use of the property represents a limited commercial use, with some undefined parameters of intensity or impact. The placement of guest limitations and use guidelines will limit vehicles, traffic, and noise. The use is limited in comparison to a typical commercial use, or hotel/motel, however such parameters are necessary to ensure continued compatibility with the neighborhood.

Traffic & Parking

The traffic generation from the proposed use is undetermined based upon numerous variables present, and the absence of complete data by the Institute of Transportation Engineers (ITE) Trip Generation Manuel. Review of similar uses of this scale, in comparison to impacts of traditional residential units suggest an insignificant effect overall evaluation; however the absence of maximum occupancy present a variable that increase trips due to a specific guest.

Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The specific use is not delineated by our parking requirements for specific levels; however implementation of seven (7) vehicular parking spaces, including a handicap parking space is presented based upon comparable use and scale.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code, and conditionally approved the request. Findings from the review by corresponding departments are provided for viewing by the Commission.

Property Owner Response Summary:

A total of 42 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. A tally of the garnered responses will be provided to the City Commission at the public hearing.

Planning Board Recommendation:

The Planning Board, at their December 13th, 2016 meeting, voted unanimously to recommend approval of the request with the conditions presented by staff.

Staff Recommendation:

The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends approval of the request with the following conditions:

1) The applicant provides specificity to the guided maximum occupancy of each unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager, to be accessible at all times to resolve complaints or violations of City Code;

3) Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval; and

5) Adherence to the use limitations presented with the application proposal.

THE SUNRISE CITY
FORT PIERCE
Florida

Golden Rentals – Site Aerial

608 S. Ocean Drive

N
W
E
S

THE SUNRISE CITY
FORT PIERCE
Florida

Golden Rentals –Zoning

608 S. Ocean Drive

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 608 South Ocean Drive, Fort Pierce FL 34949

Parcel ID #(s) 2401-503-0008-000-7

Project description Request for Short Term Vacation Rentals in Residential Zone R4A

Property Owner(s)	Applicant/Representative, Title, Company
Kelly Patricia Golden	Kelly Patricia Golden
608 South Ocean Drive	608 South Ocean Drive
Street Address	Street Address
Fort Pierce FL 34949	Fort Pierce FL 34949
City State Zip	City State Zip
(772) 777-9616	(772) 777-9616
Phone Number	Phone Number
oceanamore@me.com	oceanamore@me.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Kelly Golden
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 26 day of Oct, 2016, by Kelly Golden who is personally known to me or has produced FL DL as identification.

Jeff Simon
Signature of Notary

NOTARY PUBLIC (Seal) STATE OF FLORIDA

Jeff Simon
State of Florida
My Commission Expires 03/11/2018
Commission No. FF 100532

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

☐ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☒ *If no site improvements are required:*
  - ☒ As-built survey
  - ☒ Floor plan of existing building(s)
- ☐ *If parking and drainage improvements are required:*
  - ☐ As-built survey;
  - ☐ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ☐ Lighting plan
- ☒ Complete, notarized application

Application Type:

- ☒ Conditional Use: No new construction with no site improvements
- ☐ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 4259 sq.ft. Parking Spaces: 10

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
Vacant Lot	Res. Multi-Fam	Ocean	Vacant Lot

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook

- Legal Ad
- Sign
- 500ft. Letter

250'

October 20, 2015
To: City of Fort Pierce Planning Department
Re: Conditional Use for Short Term/Vacation Rentals in Residential Zone R4A
Address: 608 South Ocean Dr.
Fort Pierce, FL 34949

Our community is becoming a true tourist destination spurred on by the revitalization of Fort Pierce Main Street, Jetty Park and the Seaway Drive A1A corridor on South Hutchinson Island. In conjunction, a need for short term rentals has developed and presents a great opportunity for our city. Fort Pierce is now poised to accompany our neighboring cities to the north and south into a thriving economy fueled by tourism.
Transitioning these long term "cheap digs" into high-quality vacation rentals will attract mature couples and small families. Undoubtedly, this flow of high caliber renters will add to the prosperity and idyllic nature of our city, and aligns with the Fort Pierce development plan for the future.

Permitting this multi-family dwelling to accommodate vacationers by offering one to two week dream "get-a-ways by the sea" will continue to make Fort Pierce a booming tourist destination, generating taxes to fund local infrastructure and bringing in revenue for restaurants, businesses, and Community events, such as the Farmer's and Craft Markets.
Projected Tax Revenue is $7,000 per Annum.

This multi-family property consists of an existing 5 unit apartment building and a large concrete paved area surrounding the building providing 2 off-street parking spaces per unit. Each unit was built with its own separate entrance, electric and water meters.
It is located on the ocean side of the primary roadway A1A. It is not located in a residential subdivision. It is largely isolated with the Atlantic Ocean to the east, vacant lots adjacent to the north and west and residential multi-family dwellings to the south.

To address concerns over public safety, and in the interest of preserving the integrity of our Community, the following measures will be taken:

1) Marketing for the rentals will target mature adult couples and small families by highlighting the wholesome features of the natural outdoors, the small-time feel, ecology, and history of our area.
2) Potential Tenants will be professionally screened by a rigorous Trust and Verification process including email, telephone, address, credit card, government issued i.d, public and private references, verified photo, and well as, further background checks.
3) Tenants will be bound by a No Smoking, No Pet, and no consumption of alcoholic beverages outside the apartments policy, to be strictly enforced.
4) A substantial security deposit will be collected from Tenants prior to arrival, deterring any potential partiers.
5) On-site management will be present to ensure that all City Ordinances & Laws are upheld and that safety and security is enforced, further deterring any potential wrongdoers or noise makers.

It is my utmost intent to preserve the integrity of this Community to which I call home, contribute to its safety and promote positive growth in the right direction.

Kelly Golden
608 South Ocean Dr.
Fort Pierce, FL 34949
Tel (772) 777-9616

To the City of Fort Pierce Planning Department,

Please accept this as a formal letter stating my support in the decision to permit short-term vacation rentals at the property located at 608 South Ocean Dr., Fort Pierce, FL 34949.

Sincerely,

Suzanne Felts

Suzanne Felts
610 South Ocean Dr.
Fort Pierce, FL 34949

608 South Ocean Dr

Conditional Use Short Term Vacation Rental

Multi-family property consisting of

- Existing 5 unit apartment building
- Large paved area - 2 off-street parking spaces per unit
- Each unit was built with separate entrance, electric and water meters.

Location

- Ocean side of the primary roadway A1A
- 1/2 mile south of the inlet and Jetty Park
- Not located in a residential subdivision

Adjacent properties

- East - Atlantic Ocean
- North and West - vacant lots
- South - residential multi-family dwellings

First Place 2016
Stuart

COASTAL LIVING
AMERICA'S HAPPIEST SEASIDE TOWNS
2016

Our community is becoming a true tourist destination spurred on by the revitalization of Fort Pierce Main Street, Jetty Park and the Seaway Drive A1A corridor on South Hutchinson Island.

In conjunction, a need for short term rentals has developed and presents a great opportunity for our city. Fort Pierce is now poised to accompany our neighboring cities to the north and south into a thriving economy fueled by tourism.

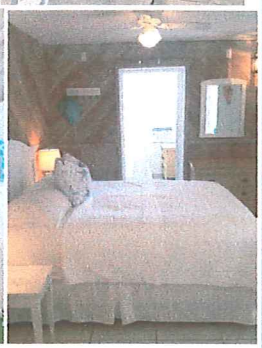
Transitioning these long-term "cheap digs" into high-quality vacation rentals will attract mature couples and small families. Undoubtedly, this flow of high caliber renters will add to the prosperity and idyllic nature of our city, and aligns with the Fort Pierce development plan for the future.

Permit Approved👍

Let's make Fort Pierce Winner 2017

Dream Getaway

Fort Pierce By the Sea



Permitting this multi-family dwelling to accommodate vacationers by offering one to two week dream "get-a-ways by the sea" will continue to make Fort Pierce a booming tourist destination, generating taxes to fund local infrastructure and bringing in revenue for restaurants, businesses, and Community events, such as the Farmer's and Craft Markets.

Projected Tax Revenue $7,000 Per Annum

Public Safety

Preserving the Integrity of our Community

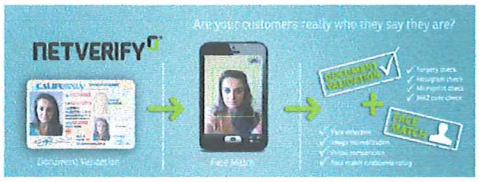
It It is my utmost intent to preserve the integrity of this Community to which I call home, contribute to its safety and promote positive growth in the right direction.

Thank you for your consideration,

Kelly Golden
608 South Ocean Dr.
Fort Pierce, FL 34949
Tel (772) 777-9616
Email:oceanamore@me.com

The following measures will be taken:

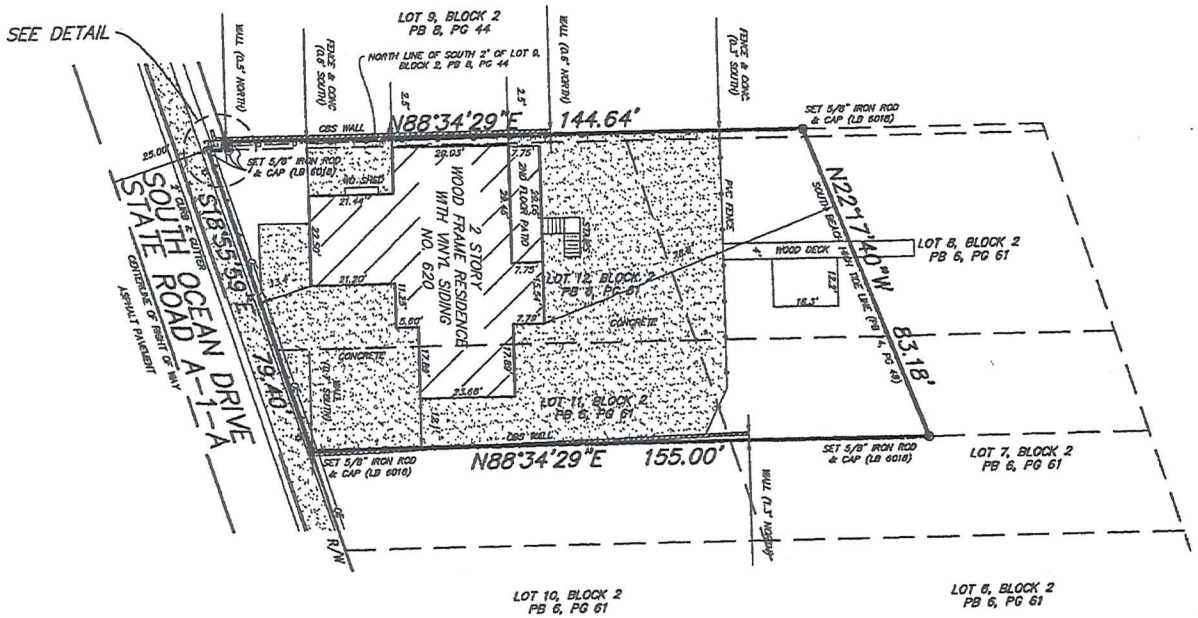
- Marketing for the rentals will target mature adult couples and small families by highlighting the wholesome features of the natural outdoors, the small-time feel, ecology and history of our area.
- Potential Tenants will be professionally screened by a rigorous Trust and Verification process including email, telephone, address, credit card, government issued i.d, public and private references, verified photo, as well as, further background checks.
- Tenants will be bound by a No Smoking, No Pet, and no consumption of alcoholic beverages outside the apartments policy, to be strictly enforced.
- A substantial security deposit will be collected from Tenants prior to arrival, deterring any potential partiers.
- On-site management will be present to ensure that all City Ordinances & Laws are upheld and that safety and security is enforced, further deterring any potential wrongdoers or noise makers.

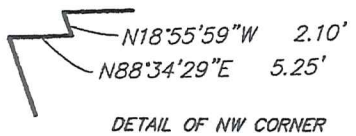


BOUNDARY SURVEY

LEGEND

CBS = CONCRETE BLOCK STRUCTURE
ID = IDENTIFICATION
R/W = RIGHT OF WAY
WPP = WOOD POWER POLE
OE = OVERHEAD ELECTRIC
A/C = AIR CONDITIONER
P = PLAT
M = MEASURED





DETAIL OF NW CORNER

LEGAL DESCRIPTION:

THE SOUTH 2 FEET OF LOT 9, BLOCK 2, REVISED PLAT OF PALM HAVEN (PB 6, PG 44) AND LOT 12 AND NORTH 1/2 OF LOT 11, BLOCK 2, OCEAN VIEW SUBDIVISION AND THAT PART OF THE NORTH 1/2 OF LOT 7 AND LOT 8, BLOCK 2 (PB 6, PG 61). LESS LANDS LYING EAST OF THE LINE DESCRIBED IN PLAT BOOK 14, PAGE 48.

SURVEYORS NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN OF S.18°55'59"E. ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH OCEAN DRIVE.
4. THIS SITE LIES IN FLOOD ZONE 'AE' (BASE 8') AS SCALED AND INTERPOLATED ON FEMA MAP NO. 120286-0183-J, DATED: FEBRUARY 16, 2012.
5. SITE AREA: 11837.90 SQUARE FEET.
6. LEGAL DESCRIPTION FURNISHED BY CLIENT.
7. 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 OF PARTIES.

CERTIFICATION:

1. KELLY PATRICIA GOLDEN
2. COMMONWEALTH LAND TITLE COMPANY
3. ROETZEL & ANDRESS, LPA
4. CHRISTOPHER J. TWOHEY, P.A.

SURVEYORS' CERTIFICATION:

SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

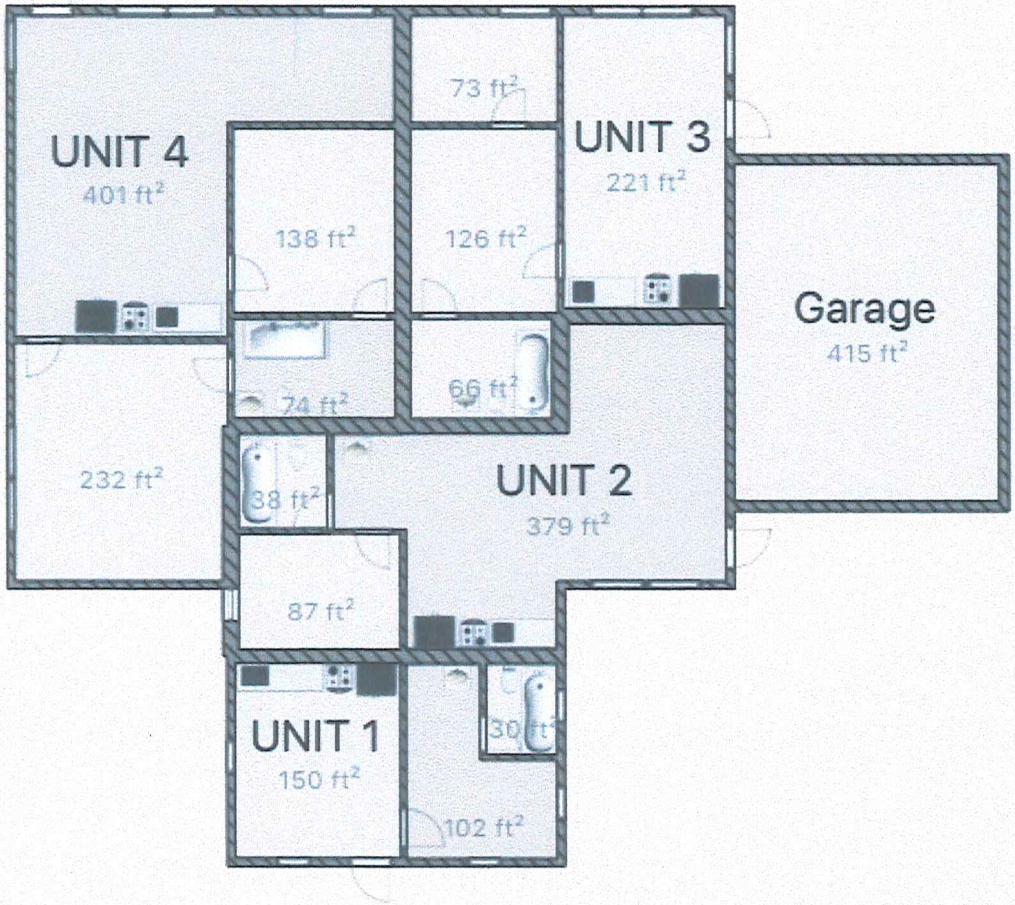
BLOOMSTER
PROFESSIONAL LAND SURVEYORS, INC.
LB #6018

641 NORTHEAST SPENCER STREET
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

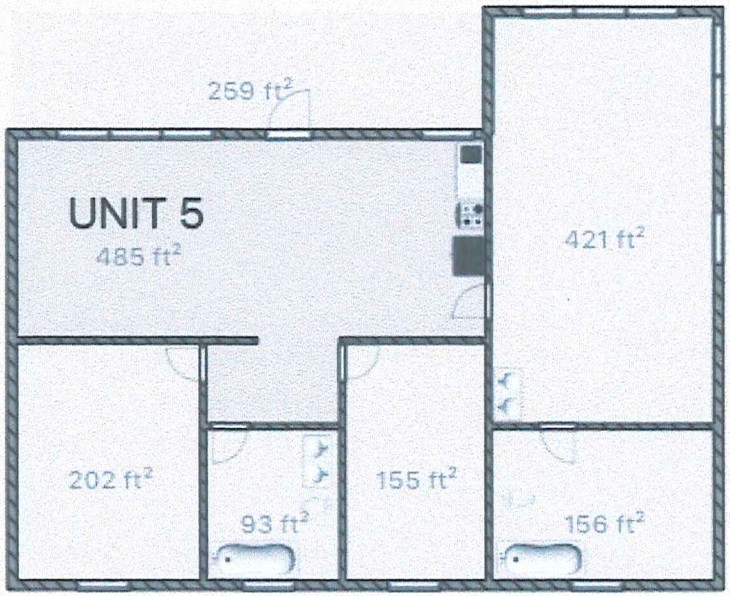
SHEET	1 OF 1
DRAWN BY:	DPK
SCALE:	1" = 30'
DATE:	9/10/12
F.B.	SKETCH
JOB NO.	11892
REVISIONS	

PREPARED FOR: KELLY PATRICIA GOLDEN
680 SOUTH OCEAN DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

Property Address
608 SOUTH OCEAN DRIVE, FORT PIERCE FL 34949



FIRST FLOOR PLAN



SECOND FLOOR PLAN

BOUNDARY SURVEY

LEGEND

CBS = CONCRETE BLOCK STRUCTURE
ID = IDENTIFICATION
R/W = RIGHT OF WAY
WPP = WOOD POWER POLE
OE = OVERHEAD ELECTRIC
A/C = AIR CONDITIONER
P = PLAT
M = MEASURED

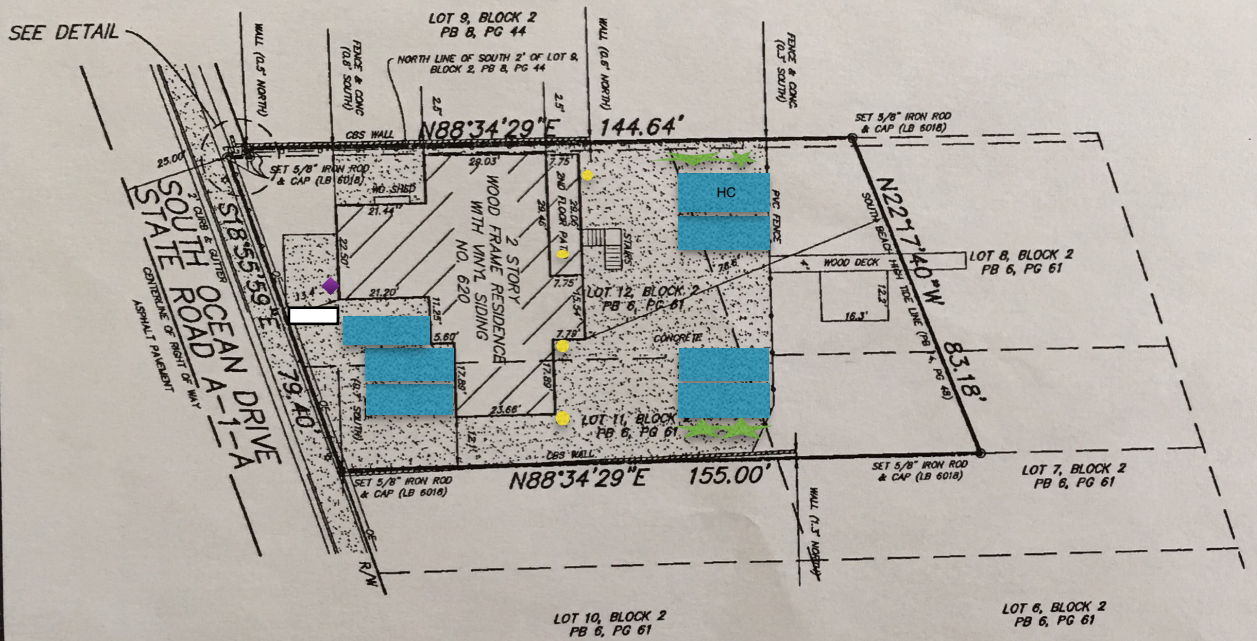
Parking

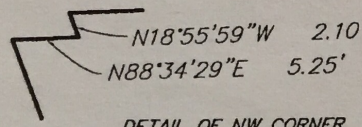
Potted Plants

Bicycle Rack

Shielded light fixture with true amber LED bulb

Sidewalk





DETAIL OF NW CORNER

LEGAL DESCRIPTION:

THE SOUTH 2 FEET OF LOT 9, BLOCK 2, REVISED PLAT OF PALM HAVEN (PB 8, PG 44) AND LOT 12 AND NORTH 1/2 OF LOT 11, BLOCK 2, OCEAN VIEW SUBDIVISION AND THAT PART OF THE NORTH 1/2 OF LOT 7 AND LOT 8, BLOCK 2 (PB 6, PG 61). LESS LANDS LYING EAST OF THE LINE DESCRIBED IN PLAT BOOK 14, PAGE 48.

SURVEYORS NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN OF S.18°55'59"E. ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH OCEAN DRIVE.
4. THIS SITE LIES IN FLOOD ZONE 'AE' (BASE 8') AS SCALED AND INTERPOLATED ON FEMA MAP NO. 120286-0183-J, DATED: FEBRUARY 16, 2012.
5. SITE AREA: 11837.90 SQUARE FEET.
6. LEGAL DESCRIPTION FURNISHED BY CLIENT.
7. 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 OF PARTIES.

CERTIFICATION:

1. KELLY PATRICIA GOLDEN
2. COMMONWEALTH LAND TITLE COMPANY
3. ROETZEL & ANDRESS, LPA
4. CHRISTOPHER J. TWOHEY, P.A.

SURVEYORS' CERTIFICATION:

SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND SURVEYORS, INC.
LB #6018
641 NORTHEAST SPENCER STREET
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

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680 SOUTH OCEAN DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

CITY OF FORT PIERCE
TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, NOVEMBER 17, 2016, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

V. New Business:

A. **Conditional Use with New Construction -** Golden Rental – 608 S. Ocean Drive

Mr. Benton: The property owner is looking to reutilize the 1977 structure on the ocean. It currently contains 5 dwelling units within the structure. Staff has requested some documentation of the transition into a 5 unit building but it appears to be a long standing apartment complex that has been utilized for several decades. The applicant is seeking to rent each unit on a short term basis periodically presenting 30 day stays with the capacity to have week stays.

Planning:

1. Please provide a site lighting assessment to ensure the site lighting meets the minimum average of one (1) footcandle, as required by City Code Section 22-60 (j). Lighting must further be compliant with local, state, and federal regulations as the site is adjacent to turtle nesting areas. If the site lighting is deficient, please provide a site lighting plan to detail the proposed lighting improvements.

2. The presented striping of the parking area must be completed prior to release of zoning compliance. The western, northern, and southern most spaces do not provide the code required 10 ft. landscape buffer between vehicular use areas and the Right-of-way, or other property. Please update the site improvement plan to adjust the parking improvement plan to meet the requirement of City Code section 22-187.
(4) Landscape strips. Between street rights-of-way and vehicular use, building and retention/detention areas, there shall be a landscaped strip of land, except where driveways are located, meeting these requirements:

   a. The strip shall be at least six (6) feet wide for lots under ten thousand (10,000) square feet in size and at least ten (10) feet wide for lots ten thousand (10,000) square feet or larger;
   b. The landscape strip shall include an average of at least one tree for each three hundred (300) square feet of required landscaped area. The remainder of the required landscaped area shall be completely covered with grass, ground cover or other landscaped treatment and shall additionally contain a screen of landscaping which shall be installed and maintained so as to form a thirty-six-inch or higher

continuous, unbroken, solid, visual screen within a maximum of one year after the landscaping takes place, except in clear vision areas required in section 22-53.

(6)Vehicular use, building, retention/detention areas adjacent to other property. Landscape standards for these areas are as follows:

a. Where a vehicular use area does not abut a street right-of-way but abuts other property, there will be a landscaped strip of land which is at least ten (10) feet wide. When a property line abuts a building, another structure, a joint driveway or joint parking area, such landscaped strip shall not be required.

b. The landscaping strip required by the immediately foregoing subsection shall include an average of at least one tree for each two hundred (200) square feet of the required landscape area. The remainder of the required landscape area shall be landscaped with grass, ground cover or other landscape treatment. When the area to be screened abuts residentially zoned property, a site-obscuring fence or planted material which is not less than six (6) feet in height shall be included. If planted material is used, it shall be planted and maintained so as to form a three-foot or higher continuous, unbroken, solid visual screen within a maximum of one year after planting. The planted material shall be a species which in St. Lucie County normally grows to a height of six (6) feet

3. Please identify a section of the concrete to be designated as a sidewalk connection, further incorporating a bicycle rack on site per City Code Sections 22-62 & 22-60.

4. The applicant is encouraged to review and ensure capacity to comply with Chapters 212 (Florida Tax and Revenue Act) and 509 (Public Lodging Establishments), Florida Statutes, and Rules 69A-43 (Uniform Fire Safety Standards for Transient Public Lodging Establishments) and 69A-60 (the Florida Fire Prevention Code), Florida Administrative Code, where applicable;

FP Code:

1. Please provide onsite management contact name and number.
2. Tenants restricted to the two parking spots per unit.
3. State of Florida license is required as well as a county tourism tax and a city business tax.

Mr. Benton stated the applicant resides on site and when she is out of town, she will have a local designee.

FP Engineering:

Regarding the sidewalk connection to S. Ocean, a DOT permit will be required for any work within their right-of-way.

The following departments had no comments at the meeting: FP Police, SLC Surveyor, SLC Engineering, FPUA Electric and FP Building

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 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

Before roll call, Chairman Burdge asked for a moment of silence to remember Gloria Grimyser, former Planning Board member and former City Commissioner.

Present: **Mike Dahan**; **Marcia Baker**; **Frank Creyaufmiller**; **John George**; **Eloise Cumings**; **Charles Hayek**; **Tim O'Connell**; **Robert Poitier**; **Steve Weaver**; **Al Bernetti**; **Bob Burdge**, **Chairman**

Absent: **Brian Paul**

Staff Present: **Iola Mosley**, **Senior Assistant City Attorney**
Rebecca Grohall, AICP, **Planning Director**
Kori Benton, **Senior Planner**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Mr. Paul was unexcused.

Motion was made by Charles Hayek, and seconded by Marcia Baker to approve the absence of Mr. George from the November 8, 2016 meeting.

AYE: **Charles Hayek**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Chairman Bob Burdge**

Passed

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Weaver was made a voting member for the meeting.

6. APPROVAL OF MINUTES

a. Minutes from the November 8, 2016 meeting

Motion was made by Robert Poitier, and seconded by Charles Hayek to approve the minutes from the November 8, 2016 meeting.

AYE: **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Chairman Bob Burdge**
Passed

7. NEW BUSINESS

a. **Conditional Use with New Construction Seaward of the Coastal Construction Control Line - Mandel/Perkins Residence - 324 S. Ocean Drive**

Mr. Weaver recused himself and Mr. Bernetti was made a voting member for the item.

Mr. Creagan gave an overview of the application and answered questions from the Board.

William Stoddard, Applicant Representative from Schulke, Bittle and Stoddard, provided additional information and answered questions from the Board.

Carol Mashier, President of Fort Pierce South Beach Association, spoke on behalf of the association.

James Gilgenbach, Architect, answered questions from the Board.

Jimmy Johnson and Rick Ross spoke in favor of the application.

Robert Zaist, Raedele Wittenmyer and Jean Peppers spoke in opposition of the application.

Board discussion ensued.

Motion was made by Charles Hayek, and seconded by Robert Poitier to forward a recommendation of approval to the City Commission.

AYE: **Mike Dahan, Frank Creyaufmiller, John George, Charles Hayek, Tim O'Connell, Robert Poitier, Chairman Bob Burdge**
NAY: **Marcia Baker, Eloise Cumings, Al Bernetti**
Other: **Steve Weaver (RECUSE)**
Passed

b. **Conditional Use - Dwelling Rental - 608 S. Ocean Drive**

Mr. Poitier asked to be excused.

Mr. Benton gave an overview of the application and answered questions from the Board.

Kelly Golden, Applicant, provided additional information and answered questions from the

Board.

Rick Ross spoke in favor of the application.

Jim Flynn spoke in opposition of the application.

Motion was made by Steve Weaver, and seconded by Charles Hayek to forward a recommendation to the City Commission to approve the request with the following conditions:

1) The applicant provides specificity to the guided maximum occupancy of each unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses and set up a St. Lucie County tourism tax account within fourteen (14) days of Conditional Use approval; and

5) Adherence to the use limitations presented with the application proposal.

AYE: **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

c. **Subdivision: Preliminary Plat - Cargill Property - 3798 Selvitz Road**

Mr. Benton gave an overview of the application.

Marc Rupp, Precast Representative, answered questions from the Board.

Motion was made by Marcia Baker, and seconded by John George to forward a recommendation of approval to the City Commission with the following condition:

The access easement is executed by all affected land owners and recorded, or dedication of the access easement is added to the Plat.

AYE: **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **Mike Dahan**, **Chairman Bob Burdge**

Passed

d. **Zoning Text Amendment - Peacock Arts District Parking Exemptions - Segment of the Orange Avenue Corridor between US Highway 1 & 10th Street**

Mr. Benton gave an overview of the amendment and answered questions from the Board.

Linda Cox, City Clerk and Leader of the City Economic Development Team, and Ruth Jefferson spoke in favor of the amendment.

Elkie Steriopoulos, Michael Mcleod, Jose Alvarez, Gus Guiterrez, and Cathy Wassylenko spoke in opposition to the amendment.

Motion was made by Frank Creyaufmiller, and seconded by John George to forward a recommendation for approval of the proposed amendment, to the City Commission.

AYE: **John George**, **Frank Creyaufmiller**, **Steve Weaver**

NAY: **Tim O'Connell**, **Charles Hayek**, **Eloise Cumings**, **Marcia Baker**, **Mike Dahan**, **Chairman Bob Burdge**

Failed

Motion was made by Steve Weaver, and seconded by Charles Hayek to ask staff to come back with a more consistent overlay with the comprehensive plan for this area.

AYE: **John George**, **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **Chairman Bob Burdge**

Passed

e. **Recommendation on the sale of City Property located at 500 Orange Avenue**

Mr. Grohall provided an overview of the city property for sale and answered questions from the Board. No one spoke for or against the sale.

Motion was made by Marcia Baker, and seconded by Charles Hayek to forward a recommendation for approval of the proposed sale of 500 Orange Avenue to the City Commission.

AYE: **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **Chairman Bob Burdge**

Passed

8. BOARD COMMENTS

Chairman Burdge introduced Ms. Mosley to the Planning Board members.

9. ADJOURNMENT

A Vision for Ft. Pierce

Good evening, and thank you for the opportunity to speak on a subject that is very important to all of us; you, the public servants who give of your time and energy, we, the people assembled, and yes, the Reverend Jefferson, too.

My name is Alki Steriopoulos. I am a lifelong musician and composer, with an international career spanning over fifty years as a concert pianist, Broadway conductor, and film composer. My wife, a lifelong dancer, choreographer, artist, and I have called Ft. Pierce home for two years. We came to Ft. Pierce for many of the reasons people do; weather and affordability, certainly, but more importantly, the raw potential of what we believe Ft. Pierce can be – a destination, rather than a town to drive quickly through with doors locked en route from Vero Beach to West Palm.

Last year, a sizable group of interested citizens and Planning Department officials were invited to an open house, graciously hosted by Gus Gutierrez in one of his Orange Avenue holdings. There, easels and work-stations were set up asking us to list our priorities of what we wanted, needed, and *didn't* want, in a proposed Peacock Arts District. In short, what were our dreams and visions for the Renaissance of an area that remains underused, empty, and blighted. When these lists were tabulated and the numbers were crunched, it came as no surprise that the answers were uniform. We wanted theatre, music, dance. Restaurants, cafes, art galleries. Classes for young and old alike. Nowhere did another church appear on anyone's wish list.

Now, why is that? Is it because we are all godless heathens? No. My wife and I are church members. We attend services, and attempt to lead godly Christian lives. Could it be that the reason no one saw a need for another church was because that need was already well met? I say, yes.

Ft. Pierce has dozens of churches serving every denomination and ethnicity. We have Greek Orthodox, Roman Catholic, Methodist, Gospel. We have several churches serving the Haitian community. We even have a Muslim mosque nearby, one that God forgive us, has suffered for its religious identity. In the immediate Orange Avenue area and its adjacent boundaries there are probably dozens of places to worship, running the gamut from modest store-front neighborhood gatherings to grand churches with choirs and schools and social gatherings.

But in that same area how many dance schools are there? How many fine-dining establishments, coffee houses, acoustic jazz clubs? How many art schools, symphony orchestras, music schools? How many theatres, for film *and* live locally produced offerings? How many bike shops and book stores? The answer to all of these is none, zero, zilch, nada.

Now, ask yourselves in addition to the plentiful churches, how many bail bondsmen does Ft. Pierce boast? How many dollar stores and thrift shops? How many businesses dedicated to selling you booze, then fixing your drunk-driving ticket, and filling your closet with guns and ammo sufficient to shoot bad guys, good guys, drug gangs and children many times over. I think we all know the answer.

The real thing we are here to discuss tonight, the elephant in the room, isn't really about parking spaces, or limiting the number of people that can legally attend the Reverend's church. Is there anyone here foolish enough to believe that the parishioners will be counted and people turned away when the limit has been reached? And would anyone including the Reverend want a church that turned away a seeker because their quota had been met? I think not. No man's god would want such a church, the very idea of

such a place is counter to the teachings of Jesus, Buddha, or Mohammed.

Within the environs of the proposed Peacock Arts District and its neighbors to the north and south, we could have the next August Wilson, the next Alvin Ailey, the next Toni Morrison, fermenting in the minds and hearts of our youth. We could have the next Misty Copeland yearning to put on tights and a tutu but can't for lack of a solid dance school and the fear of leaving her house for gang cross-fire. For those who may not know, Misty Copeland is the first African American woman to become the principal dancer for ABT, the American Ballet Theatre.

It has been suggested that this new church will serve the community's needs in a way that might improve the quality of life of the neighborhood. Yet I look around and see all of these churches, good, solid, churches that have been established for decades that have failed to make a fundamental discernible improvement in the quality of life of the community, or the town.

Many of you were as outraged as I to have Ft. Pierce voted the worst town in Florida last year, by a poll citing crime, unemployment, and horrific teacher / student ratios in our city. A city where every other house is held by a far-away bank, foreclosed, forlorn, and empty; left to fall into the weeds becoming havens for crack-heads, rats, and other vermin.

I stand here tonight to ask you the Board, and the assembled on both sides of the immediate issue, to ask what kind of town do we envision for the future of Ft. Pierce? What is the foreseeable destiny of this place we all call home? To remain a town of too much of one and none of the other? Or a place that will welcome the arts and the humanities, invite vibrant newcomers, foster a new generation of creators, and flourish as a place where there is room to make beauty *and* worship God by whatever name you call Him?

There is room for all, but only if this Board and current and future policy-makers commit now to beginning to lay that fertile ground. There are visionary developers wishing to provide these spaces, and people like myself that will teach and create the kind of beautiful experiences we so desperately need. But we will need an area dedicated to this re-birth and re-purposing. Another church, using a prime space primarily for Sunday services, that produces neither jobs nor tax revenues, while limiting the color and scope of the neighborhood, is neither wise nor necessary.

This is what we should be considering. This is what I ask you to think of when casting any vote that will impact the vision we have for our town, our town's future, and the Peacock Arts District. I ask you tonight to proclaim the Peacock Arts District and help us make it a reality.

I thank you.

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
WEAVER STEVEN	PLANNING BOARD.
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
607 Malabar Avenue	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION:
Fort Pierce / ST LUCIE	FORT PIERCE
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
Dec 13, 2016	☐ ELECTIVE ☒ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, STEVE WEDUEN, hereby disclose that on Dec 13, 20 16:

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

___ inured to my special private gain or loss;

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

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

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

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

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

I am owner of a construction company that has helped with the Design of the Project.

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

Dec 13, 2016
Date Filed

Signature

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

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

Meeting Date: 01/17/2017

Re: Proposed Ordinance 17-002 - Peacock Arts District Parking Reductions

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-002 Amending Chapter 22-60 - Off-street Parking, creating an exemption and special area standard for the Peacock Arts District. FIRST READING

SUMMARY:

- The City of Fort Pierce Economic Development Team is proposing a Zoning Text Amendment to City Code Section 22-60 (4), of the City of Fort Pierce Code of Ordinances to provide the ground work for a pathway to revitalization and renewed economic development in a prominent extension of downtown Fort Pierce, through incentive of partial reduction in the required off street parking for existing structures and new development.
- The presented Peacock Arts district (The “PAD”) is a community initiative centered on this historically significant stretch of the Orange Avenue corridor. The motivation is the inspiration of redevelopment through revitalization of commercial, cultural, and historical assets.
- The proposal seeks to provide a fifty (50) percent (%) reduction for existing structures and a twenty-five (25) percent (%) exception to incentivize new infill development.
- The Planning Board, at their December 13, 2016 meeting, failed to offer a recommendation of approval for the proposed amendment, suggesting the amendment be coupled with a more comprehensive overlay plan for this area.

RECOMMENDATION:

Approval

ALTERNATIVES:

Proposed Amendment to the Proposed Ordinance
Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Economic Development Team
Rebecca Grohall, AICP, Planning Director

Fiscal Impact

OTHER INFORMATION:

No immediate fiscal impact is identified with this proposed amendment. Future fiscal impacts may include considerations for branding efforts, future acquisition or development of public parking facilities, etc. Such impacts may be off-set through economic development, increased ad-valorem tax revenue, and an increase in TIF funds collected as the PAD is located within the CRA.

Attachments

Proposed Ordinance 17-002

Staff Report

PAD Boundary Map

Current Parking Regulations - Section 22.60.___Off_street_parking_and_loading.

4174_Orange Avenue Workshop - Report

PB Minutes - PAD Discussion Marked - Not Yet Approved

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/11/2017 01:30 PM

Form Started By: Kori Benton Started On: 01/06/2017 03:52 PM

Final Approval Date: 01/11/2017

ORDINANCE NO. 17-002

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 22, ARTICLE IV, SUPPLEMENTARY REGULATIONS, SECTION 22-60 – OFF-STREET PARKING AND LOADING; CREATING AN EXEMPTION AND SPECIAL AREA STANDARD FOR THE PEACOCK ARTS DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce land development code provides for regulation of off-street parking and loading spaces in all districts; and

WHEREAS, the off-street parking and loading space guidelines include the provision of exemptions and special area standards to account for unique characteristics of urban areas and districts within or adjacent to the downtown; and

WHEREAS, the City of Fort Pierce has established a notable supply of publicly held and on-street parking within and adjacent to downtown in order to encourage redevelopment of the urban core and provide greater accessibility of parking; and

WHEREAS, the City of Fort Pierce on January 3rd, 2017, adopted the Peacock Arts District via Resolution 17-R01, describing that area bound by US Highway 1 on the east, and anchored on 10th Avenue along the Commercial properties abutting Orange Ave with the northern boundary extending along the upper bounds of the commercial district, to 7th Street, ending at Moore's Creek, and the southern boundary extending along Citrus Avenue from US Highway 1 west to 7th, north to Atlantic Avenue, connecting west to 10th Street along the bounds of the commercial district (attached in Exhibit A), recognizing the bounds as the "Peacock Arts District"; and

WHEREAS, the City of Fort Pierce seeks to promote historic preservation, use of on-street and public parking assets, compatibility in urban design for new development, as well as increased viability for reuse of structures within the Peacock Arts District by providing a reduction in the required quantity of off-street parking spaces, and encouraging multi-modal transit options adjacent to downtown.

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

SECTION 1. Section 22-60(a)(4) Exemptions and special area standards, General Provisions, Chapter 22, off-street parking and loading, is hereby amended to include a reduction in the required quantity of off-street parking spaces within the Peacock Arts District, as follows:

Sec. 22-60. - Off-street parking and loading.

(4) Exemptions and special area standards

c. In addition to the small business exemption provided in subpart a., off-street motor vehicle parking required in the Peacock Arts District is reduced as follows:

1. A fifty (50) percent (%) additional reduction in the required off-street parking requirements of City Code Section 22-60 (d) is granted for the adaptive reuse, or expansion, of a structure existing on the effective date of this Ordinance.

2. A twenty-five (25) percent (%) additional reduction in the required off-street parking requirements of City Code Section 22-60 (d) is provided for

new development or construction of new buildings after the effective date of this Ordinance.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM
& CORRECTNESS:

_____
James M. Messer
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. 17-002 was duly advertised by title only in the St. Lucie News Tribune on December 30, 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 January 17, 2017; and was duly introduced, read by title only, and passed on second and final reading on February 6, 2017, by the City Commission of the City of Fort Pierce, Florida.

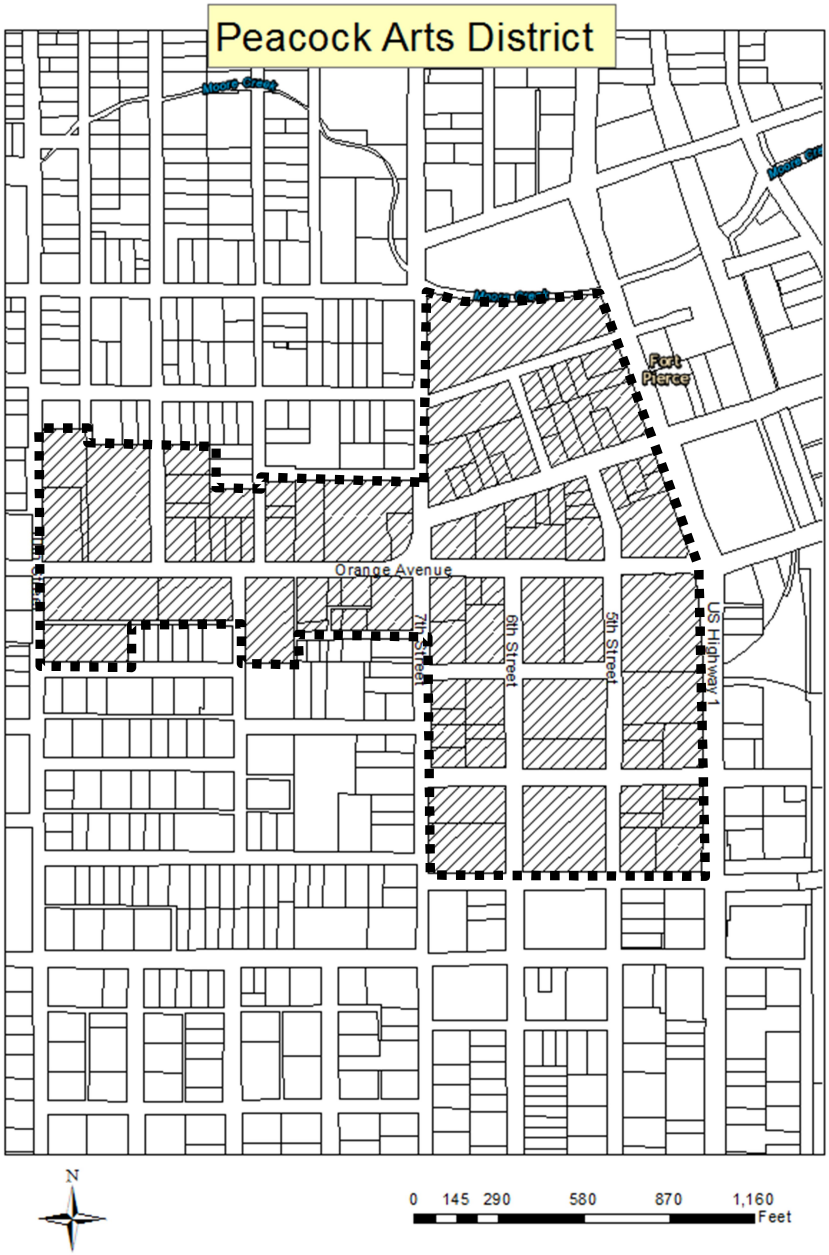
IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 6th day of February, 2017.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

Exhibit A



The area bound by US Highway 1 on the east, and anchored on 10th Avenue along the Commercial properties abutting Orange Ave, with the northern boundary extending along the upper bounds of the commercial district, to 7th Street, ending at Moore's Creek, and the southern boundary extending along Citrus Avenue from US Highway 1 west to 7th, north to Atlantic Avenue, connecting west to 10th Street along the bounds of the commercial district (attached in Exhibit A), recognizing the bounds as the "Peacock Arts District".

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Ordinance 17-002: Peacock Arts District Parking Exemptions
Zoning Text Amendment: 22-60 –Off Street Parking

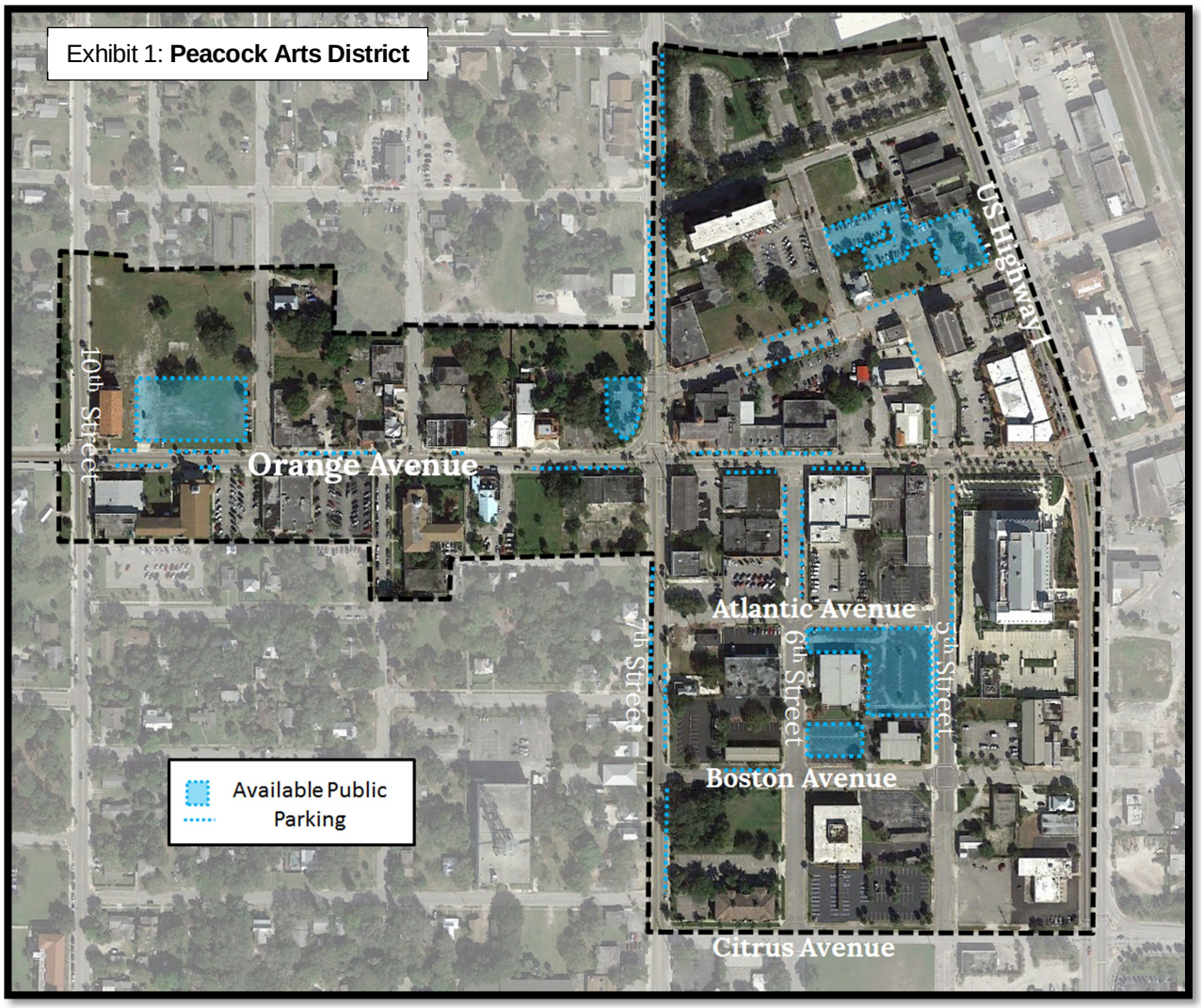
DATE: January 6, 2017

STAFF REPORT

Analysis and Background:

The City of Fort Pierce Economic Development Team is proposing a Zoning Text Amendment to City Code Section 22-60 (4), of the City of Fort Pierce Code of Ordinances to provide the ground work for a pathway to revitalization and renewed economic development in the prominent extension of downtown Fort Pierce. By addressing the parking standards required, Staff hope to encourage redevelopment and infill construction through incentive of varying exemptions from required off street parking for existing structures and new development.

Peacock Arts District (The "PAD")
The presented Peacock Arts district is a community initiative centered on this historically significant stretch of the Orange Avenue corridor. The motivation is the inspiration of redevelopment through revitalization of commercial, cultural, and historical assets. The district is bounded by US Highway 1 on the east, and anchored on 10th Avenue along the Commercial properties abutting Orange Ave. The northern boundary runs extends along the upper bounds of the commercial district, to 7th Street, ending at Moore's Creek. The southern boundary extends along Citrus Avenue from US Highway 1 west to 7th, north to Atlantic Avenue, connecting west to 10th Street along the bounds of the commercial district. The district boundaries and public parking assets within the district are presented in Exhibit 1.



The progression of the district, and the planning associated with establishing policy designed to promote redevelopment, and will continue to evolve as stakeholders and public input is received.

The structured exemptions seek to provide partial reductions to required parking for both existing structures, and new development. The fifty (50) percent (%) reduction for existing structures acknowledges the dates of construction of existing structures, which predominantly predate 1950 and many of the existing land development regulations, while providing a more conservative, twenty-five (25) percent (%) exception to incentivize new infill development.

The proposed addition is shown in underlined format.

Proposed Amendment: Additions to exemptions and special area standards

Sec. 22-60. - Off-street parking and loading.

(4) Exemptions and special area standards.

a. Small businesses. No off-street parking is required for nonresidential uses in commercial districts unless such uses exceed one thousand two hundred (1,200) square feet of gross floor area, in which case off-street parking must be provided for the nonresidential floor area in excess of one thousand two hundred (1,200) square feet. On lots or parcels

occupied by two (2) or more uses, this one-thousand-two-hundred-square-foot exemption may only be applied once.

b. No off-street motor vehicle parking is required in the Downtown Business and Entertainment District.

Proposed Additions →

c. In addition to the small business exemption provided in subpart a., off-street motor vehicle parking required in the Peacock Arts District is reduced as follows:

1. A fifty (50) percent (%) additional reduction in the required off-street parking requirements of City Code Section 22-60 (d) is granted for the adaptive reuse, or expansion, of a structure existing on the effective date of this Ordinance.

2. A twenty-five (25) percent (%) additional reduction in the required off-street parking requirements of City Code Section 22-60 (d) is provided for new development or construction of new buildings after the effective date of this Ordinance.

This proposal seeks to balance the promotion of historic preservation, use of on-street and public parking assets, compatibility in urban design for new development, as well as increasing viability for reuse of structures within the district. The partial exemptions embrace the current supply of public parking on-street and in publicly held or accessible lots, while ensuring that functionality and access to parking is maintained. The current parking assets identified within, or immediately adjacent to the district are presented as an attached for review by the Board.

Currently, several parking exemptions exist for special districts, these include:

- *Downtown Business & Entertainment District Parking Exemption*: (c) 1. Off-street parking. All parcels within the district are exempt from off-street parking requirements, as referenced in section 22-60
- *Edgartown Settlement District Parking Exemption:* "*Parking:* No off-street parking is required for any use. Any proposed off-street parking shall be located to the rear of the property behind the primary structure, and served by an alley."

City Code Sec. 22-131. - Basic amendment standards.
Before an amendment is approved, findings will be made that the following standards are satisfied:
(1)The amendment is consistent with the comprehensive plan;
(2)The amendment will not have an adverse affect 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.

Specific Comprehensive Citations include:

Chapter 1: Future Land Use Element – Community & Downtown Redevelopment

1.8 Objective:
The City will coordinate with the Community Redevelopment Agency (CRA) to address blighted areas in the City, provide basic needs of the area, discourage urban sprawl, and take advantage of opportunities for economic, social, or aesthetic improvements.

1.8.2 Policy:
The City will coordinate with the CRA to encourage redevelopment and reinvestment within the Community Redevelopment Area:

4. Encourage the construction of shared parking facilities, both public and private, to meet the current and future demand.

Chapter 2: Infrastructure Element

2.12 Objective:
The City shall coordinate with regional agencies and transit providers to support and enhance the transit service to increase transit use, increase the transit mode split, reduce vehicle miles traveled, reduce greenhouse gas emissions, and promote a multimodal transportation system.

2.12.5 Policy:
The City shall provide incentives, such as increased allowable densities and reduced parking requirements, to promote mixed-use developments within the City, and especially within the downtown and around the future AMTRAK passenger rail station, by requiring a mix of land uses in all non-residential future land use categories and allowing density bonuses for developments located within ¼-mile of a rail station, a multimodal transit center, or a transit stop as identified in Future Land Use Element Policy 1.1.5.

2.3 Objective:
The City shall integrate the Future Land Use Map with the City's existing, programmed, and planned transportation system to maintain the adopted roadway LOS standards and support multimodal transportation to service the existing and projected population.

2.3.3 Policy:
The City shall integrate transportation and land use to support multimodal transportation through site design and development standards that address building placement and orientation, pedestrian access, bicycle parking, and transit-oriented development principles.

Technical Review Committee

All affected departments have reviewed the proposed amendment with regards requirements of the City Code, providing general support to the exemption and thresholds presented.

Parking Committee

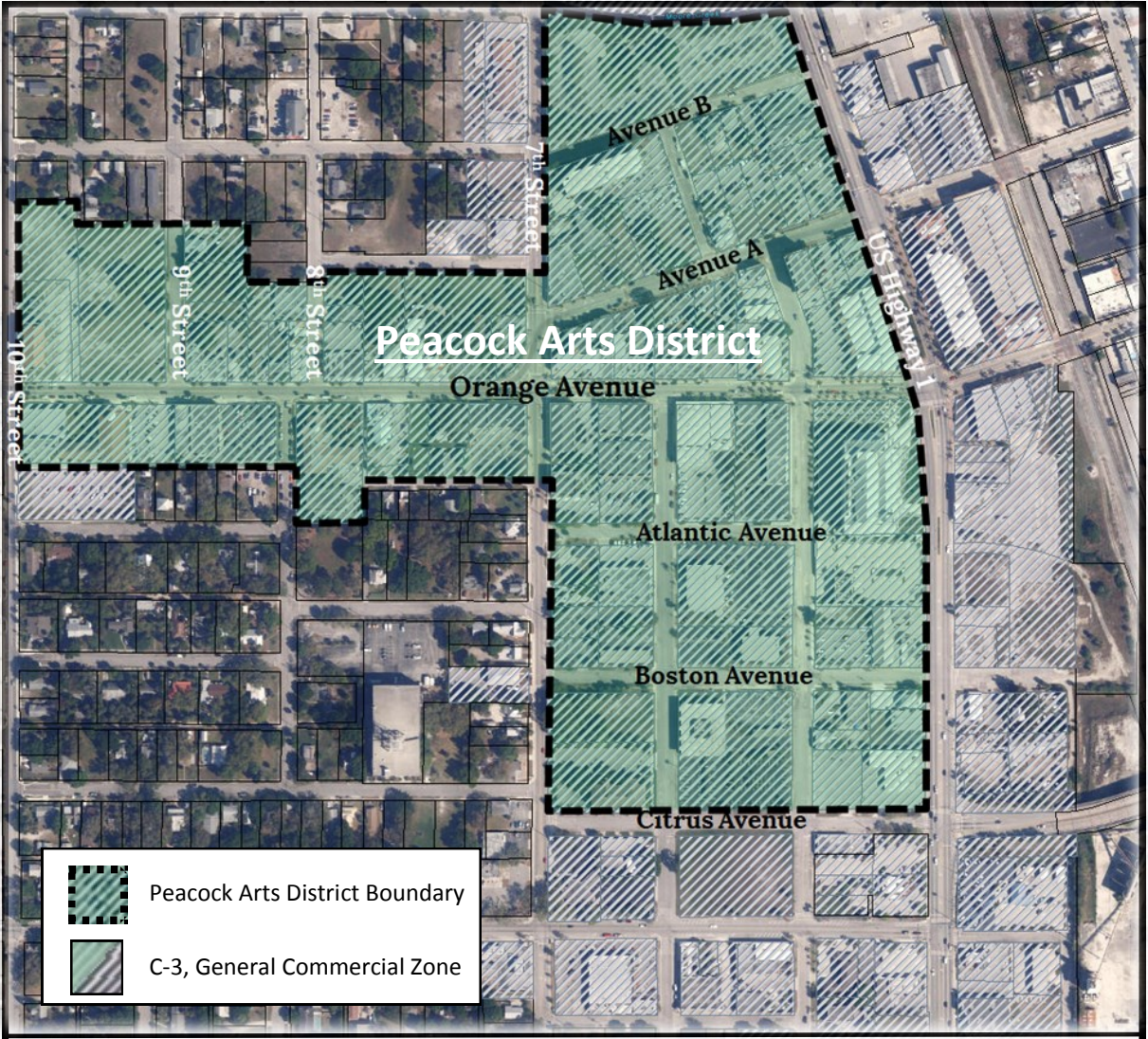
The City's Parking Committee reviewed the proposed changes at their November meeting and supported the suggested reduction.

Planning Board Recommendation:

The Planning Board, at their December 13, 2016 meeting, failed to offer a recommendation of approval for the proposed amendment, suggesting the amendment be coupled with a more comprehensive overlay plan for this area.

Staff Recommendation:

Staff finds the presented amendment in accordance with the policies of the comprehensive plan and consistent with the basic amendment standards adopted by the City land development code, therefore, Staff recommends the City Commission approve Ordinance 17-002, enacting the proposed Amendment.



THE SUNRISE CITY FORT PIERCE Florida

Peacock Arts District

Boundary Map

N W E S

Sec. 22-60. - Off-street parking and loading.

(a) *General provisions.* Off-street parking and loading spaces shall be provided in all districts in accordance with the following provisions and other requirements of this section at the time when a use, characteristic of a use, or building is changed in a way which creates a need for additional parking or loading spaces according to this section:

(1) *{Property owner's responsibility.]* The provisions and maintenance of off-street parking and loading spaces are continuing obligations of the property owner. No certificate of zoning compliance shall be issued until plans are presented that show property that is and will remain available for exclusive use as off-street parking and loading space required by this chapter.

(2) *[Elimination of spaces.]* If parking or loading space has been provided in connection with an existing use, or is added to an existing use, the parking or loading space shall not be eliminated if it would result in less parking space than is required by this chapter.

(3) *Unlisted uses.*

a. Upon receiving a development application for a use not specifically listed in an off-street parking schedule, the planning director is authorized to apply the off-street parking ratio specified for the listed use that is deemed most similar to the proposed use or establish a minimum off-street parking requirement for the proposed use in accordance with this subsection.

b. Upon receipt of an application of a use for which no parking ratio is established, the planning director is authorized to apply the parking ration that applies to the most similar use or establish a different minimum parking requirement on the basis of parking data provided by the applicant and the planning department.

c. Parking data and studies must include estimates of parking demand based on reliable data collected from comparable uses or on external data from credible research organizations. Comparability will be determined by density, scale, bulk, area, type of activity and location. Parking studies must document the source of all data used to develop recommended requirements.

(4) *Exemptions and special area standards.*

a. *Small businesses.* No off-street parking is required for nonresidential uses in commercial districts unless such uses exceed one thousand two hundred (1,200) square feet of gross floor area, in which case off-street parking must be provided for the nonresidential floor area in excess of one thousand two hundred (1,200) square feet. On lots or parcels occupied by two (2) or more uses, this one-thousand-two-hundred-square-foot exemption may only be applied once.

b. No off-street motor vehicle parking is required in the Downtown Business and Entertainment District.

(5) *Payments in-lieu.*

a. Rather than providing required off-street parking spaces in accordance with motor vehicle parking requirements of subsection (d) property owners may meet all or a portion of the requirements by means of a payment to the city's multimodal fund. This option may not be used to satisfy off-street parking requirements for single-family homes or duplexes.

b. Payments must be based on an on-time fee per required parking space, as established from time to time by resolution of the city commission.

c. Any off-street parking requirements satisfied in this matter run with the land, and any subsequent change in use that requires more off-street parking requires subsequent action to satisfy any additional parking requirements. No refund may be made when there is a change of use to require less parking.

d. Payments must be made to the city in one lump sum within ten (10) days of development order approval.

e. Payments to the parking fund do not guarantee the availability of parking for the fee-paying development. Funds derived from payments will be deposited by the city in a special fund and may be used only for enhancing the transportation network.

(6) If several uses occupy a single structure or parcel of land, the total requirements for off-street parking and loading shall be the sum of the requirements of the separate uses computed separately except that, as to the churches and related structures on the same parcel of property, the parking shall be based upon the size of the largest assembly area plus fifteen (15) per cent of such area.

(7) Owners of two (2) or more uses, structures or parcels of land may agree to utilize jointly the same parking and loading spaces when the hours of operation do not overlap, provided that satisfactory legal evidence is presented to the city commission in the form of deeds, leases or contracts to establish the joint use.

(8) When square feet are specified in subsection (d), the area measured shall be the gross floor area of the building but shall exclude any space within a building devoted to off-street parking or loading.

(9) Fractional space requirements shall be counted as the next highest whole space.

(10) Required parking spaces shall be available for the parking of passenger automobiles or residents, customers, patrons and employees only, and shall not be used for storage of vehicles or materials or for the parking of trucks used in conducting the business or use.

(11) At no time shall the vehicles involved in loading or unloading process be permitted to interfere with the normal operation of adjacent property, nor shall any loading or unloading operation unduly interfere with pedestrian or vehicular traffic movements.

(b) *Off-lot parking.* Off-street parking required in connection with a use may be provided off the lot if the following requirements are met and if the use is not a single-family dwelling or duplex:

(1) The off-lot spaces shall be provided on other property located within three hundred (300) feet of the main entrance of the principal structure.

(2) Such parking space shall be associated with the principal use and shall not be thereafter reduced or encroached upon by any other use.

(3) These distances shall be measured along routes generally available to the pedestrians involved.

(4) The parking lot shall not be located in an OS-1, OS-2, A-1 or A-2 zone and can only be located in an R-1, R-2, R-3 or R-4 zone for residential use or during religious services.

(5) The off-lot parking area shall be:

a. Held in the same ownership as the use requiring the off-street parking space; or

b. Under lease, rental or other form of agreement which the building inspector believes will assure continuing availability for required off-street parking for the use.

(6) The area provided for parking for churches and other related structures on the same lot may be covered with grass, rather than pavement, in an amount not exceeding fifty (50) per cent of such area. But parking, when approved for church use in an off-the-lot location in E-1, R-1, R-2, R-3, R-4 or R-5 zones, shall consist entirely of stabilized turf (grass) and shall otherwise be landscaped in accordance with Section 22-59.

(c) *Design standards.*

(1) *Off-street parking space size.* Each off-street parking space shall be at least nine and one-half (9½) feet wide (except required spaces for the handicapped shall be at least twelve (12) feet

wide and nineteen (19) feet deep and have a minimum vertical clearance of at least nine (9) feet). All parallel parking spaces shall also have a four-foot or larger maneuvering space for each two (2) parking spaces. These areas are exclusive of the area required for aisles or driveways. Where a parking space abuts a landscaped area, a maximum of one foot of the landscaped area may be part of the required depth of the parking space if the bumper rail is properly placed and if the landscaping will not be damaged.

(2) *Off-street loading space size.* Each off-street loading space shall be at least twelve (12) feet wide and thirty-five (35) feet deep and have a minimum vertical clearance of at least fourteen (14) feet.

(3) *Amount and location of required spaces for the handicapped.* Required off-street parking spaces for the handicapped shall be located near the front entrance of the main building for the use or if the use has no buildings, as close as practical to the center of the area where the principal activity associated with the use takes place. They shall also be located so that the handicapped shall have accessibility to a curb ramp or curb cut to allow direct access to the main building, if there are buildings, and so that the users will not be compelled to wheel behind parked vehicles. Each use, other than a single-family dwelling or duplex, shall have the following amount of off-street parking spaces set aside for the handicapped people:

Number of Required Off-Street Parking Spaces for All People	Portion of All Required Spaces to be Set Aside for the Handicapped
Up to 25	1
25 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
Number of Required Off-Street Parking Spaces for All People	Portion of All Required Spaces to be Set Aside for the Handicapped
201 to 300	7
301 to 400	8
401 to 500	9

	501 to 1,000	2% of total
	Over 1,000	20 plus 1 for each 100 over 1,000

(4) *Access.* Each parking or loading space shall be directly accessible from a street or alley or other public right-of-way or from an adequate access aisle or drive leading to or from a street or alley. Except for single-family dwellings and duplexes, all off-street parking and loading facilities shall be so arranged that no automobile shall have to back into any street.

(5) *Combined aisle and stall width.* All off-street parking areas shall be constructed with the following minimum dimensions based upon the angle of the parking stall:

			Parallel	30°	45°	60°	90°
a.		One-way traffic					
	1.	Stalls one side	22	32	34	40	45
	2.	Stalls both sides	32	46	52	58	64
b.		Two-way traffic					
	1.	Stalls one side	28	40	42	44	45
	2.	Stalls both sides	38	54	60	62	64

When an aisle serves parking stalls at angles not indicated in the table, the width required for the next largest angle will be used.

(6) *Surface material.*

a. Required parking spaces, access drives, and loading areas must be paved and maintained with concrete, asphalt or similar material of sufficient thickness and consistency to support anticipated traffic volumes and weights.

b. Alternative paving materials or parking surfaces (including pervious surfaces) may be approved by the city engineer if such materials or surfaces are demonstrated to exhibit equivalent wear resistance and load bearing characteristics as concrete or asphalt.

c. The following are not required to be paved:

1. Parking facilities used on an irregular basis for churches, fraternal organizations or other similar nonprofit organizations;

2. Parking areas for agricultural uses; and

3. Parking areas for tracked heavy construction equipment, skid-mounted equipment, and similar equipment, provided they are constructed with gravel or other comparable all-weather surface.

d. Access drives must be paved and maintained from the curb line to a point at least ten (10) feet beyond the public right-of-way line for all parking and loading facilities, whether paved or unpaved.

(7) *Bumper rails.* All off-street parking and loading spaces, except those for single-family dwellings and duplexes, must be equipped with bumper rails located in such a manner as to prevent vehicles from striking landscaping, fences, buildings or walls or from overhanging their spaces in a manner which might obstruct driveways, aisles or bike paths. However, the bumper rails may be located such that the front of a vehicle may encroach a maximum of one foot upon the landscaped area if the landscaping will not be damaged. Where the parking area abuts a sidewalk the sidewalk may be used in lieu of the bumper rails provided that the sidewalk is at least six (6) inches high.

(8) *Markings and signing.* All aisles and off-street parking and loading spaces, except those for single-family dwellings and duplexes, shall be clearly and permanently marked and defined through the use of bumper rails, fences, buildings, walls, painting or other appropriate markers. All painted lines used to mark aisles and off-street parking and loading spaces shall be at least four (4) inches wide. Signs or painting on the pavement will be provided which clearly identifies any parking spaces set aside for the handicapped.

(d) *Number of required off-street parking spaces.* Off-street parking spaces shall be required in the following proportions, except that where alternative standards apply to a use, the greater requirement will be used:

	Type of Use		Off-Street Parking Requirement
(1)	*Residential.*		
	a.	Single-family dwellings, including mobile homes, and duplexes	Two spaces for each dwelling unit
	b.	Triplexes, quadraplexes and multifamily housing developments	1.5 spaces for each dwelling unit
	c.	Public housing for the elderly, notwithstanding other residential parking standards	.5 spaces for each dwelling unit
	d.	Boarding houses	One space for each bedroom
	e.	Mobile home parks	Two spaces for each dwelling

(2)	Commercial			
	a.	Retail sales establishments		
		1.	Furniture stores	One space for each 1,700 square feet of gross floor area
		2.	Restaurants and bars, except fast food restaurants	One space for each 100 square feet of gross floor area
		3.	Fast food restaurants	One space for each 75 square feet of gross floor space
		4.	Other retail establishments which do not exceed 50,000 square feet of gross floor area	One space for each 200 square feet of gross floor area
		5.	Other retail establishments which exceed 50,000 square feet of gross floor area	One space for each 250 square feet of gross floor area
	b.	Motels, hotels and resort hotels		1.1 parking spaces for each unit less than 500 square feet and 1.6 spaces for each unit 500 square feet or larger. If there are accessory uses provided therein, additional off-street parking shall be provided for those accessory uses at the rate of 50 per cent of the requirements for such uses as provided in subsections thereof.
	c.	Personal service establishment		One space for each 200 square feet of gross floor area
	d.	Repair service establishments		One space for each 200 square feet of gross floor area
	e.	Finance, insurance and real estate service establishments		One space for each 300 square feet of gross floor area
	f.	Business service establishments		One space for each 300 square feet of gross floor area

	g.		Communication service establishments	One space for each 400 square feet of gross floor area
	h.		Professional service establishments, except hospitals	
		1.	Medical and dental offices	One space for each 200 square feet of gross floor area
		2.	Other	One space for each 300 square feet of gross floor area
	i.		Contract construction service establishments	One space for each 300 square feet of gross floor area
	j.		Bus depots	One space for each 200 square feet of gross floor area
	k.		Shopping centers which do not exceed 50,000 square feet of gross floor area	One space for each 200 square feet of gross floor area
	l.		Shopping centers which exceed 50,000 square feet of gross floor area	One space for each 250 square feet of gross floor area
(3)			Other	
	a.		Manufacturing, wholesale trade and warehouse establishments	One space for each 600 square feet of gross floor area
	b.		Public and semipublic offices	One space for each 300 square feet of gross floor area
	c.		Indoor amusement, entertainment or recreation establishments	One space for each 200 square feet of gross floor area
	d.		Places of public assembly, including theaters	One space for each 20 square feet of gross floor area
	e.		Elementary schools, junior	Two spaces per classroom

		high schools and day-care centers	
	f.	Other schools except colleges and universities	Eight spaces per classroom
	g.	Museums and libraries	One space for each 300 square feet of gross floor area
	h.	Hospitals	1.5 spaces per bed
	i.	Sanitariums, rest homes, convalescent homes and adult congregate living facilities	One space per each three beds
	j.	Recreational vehicle parks	One space per recreational vehicle space plus one space for each 300 square feet of gross floor area devoted to offices
	k.	College dormitory	One space per 3.5 beds
	l.	Churches	One space for every 3 seats in fixed seating facility and one space per 40 square feet of actual assembly area for non-fixed seating facility

(e) *Number of off-street loading spaces.* Off-street loading spaces shall be required in the following proportions, except that where alternative standards apply to a use, the greater requirement will be used:

				Square Feet of Gross Floor Area	
	Type of Use			For Which No Spaces Are Required	For Which Each Space Is Required
(1)	Residential.				
	a.	Single-family dwellings, (including mobile homes), duplexes, triplexes, quadraplexes		Any	N/A

			and mobile home parks	amount	
	b.		Multifamily housing developments and boarding houses	Under 25,000	Each additional 75,000
(2)			Commercial		
	a.		Retail sales establishments		
		1.	Restaurants	Under 10,000	Each additional 15,000
		2.	Other which does not exceed 50,000 square feet of gross floor area	Under 10,000	Each additional 10,000
		3.	Other which exceeds 50,000 square feet of gross floor area	N/A	4 spaces plus one for each additional 75,000
	b.		Motels/hotels	Under 10,000	Each additional 30,000
	c.		Personal service establishment	Under 10,000	Each additional 30,000
		1.	Funeral homes	Under 10,000	Each additional 90,000
		2.	Other	Under 10,000	Each additional 30,000
	d.		Repair service establishments	Under 10,000	Each additional 30,000
	e.		Finance, insurance and real estate service establishments	Under 10,000	Each additional 90,000
	f.		Business service establishments	Under 10,000	Each additional 90,000
	g.		Communication service establishments	Under	Each additional 90,000

			10,000	
	h.	Professional service establishments, except hospitals	Under 10,000	Each additional 90,000
	i.	Contract construction service establishments	Under 10,000	Each additional 90,000
	j.	Bus depots	>Under 5,000	Each additional 30,000
	k.	Shopping centers which do not exceed 50,000 square feet of gross floor area	Under 10,000	Each additional 10,000
	l.	Shopping centers which exceed 50,000 square feet of gross floor area	N/A	4 spaces plus one for each additional 75,00 with any tenant unit less than 50,000 having access to at least one loading space
(3)	Other			
	a.	Manufacturing and warehouse establishments	Under 5,000	Each additional 30,000
	b.	Wholesale trade establishments	Under 10,000	Each additional 30,000
	c.	Bulk storage yards	Under 10,000	Each additional 15,000
	d.	Public and semipublic offices	Under 10,000	Each additional 90,000
	e.	Indoor amusement, entertainment or recreation establishments	Under 10,000	Each additional 90,000
	f.	Places of public assembly, including theaters	Under 10,000	Each additional 90,000
	g.	Schools	Under	Each additional 90,000

			10,000	
	h.	Hospitals	Under 10,000	Each additional 90,000
	i.	Sanitariums, rest homes, convalescent homes and adult congregate living facilities	Under 10,000	Each additional 90,000
	j.	Recreational vehicle parks	Any amount	N/A

(f) *Bicycle parking.* This section establishes requirements for short-term bicycle parking and incentives for longterm bicycle parking and storage facilities.

(1) *Short-term bicycle parking.* Short-term bicycle parking is generally intended to serve the needs of cyclists who park their bicycles for short time periods, including customers, clients, students and other short-term visitors.

a. *Spaces required.* Short-term bicycle parking is required in accordance with the following minimum ratios. These requirements apply regardless of any motor vehicle parking exemptions or reductions:

Use	Short-term Bicycle Parking Spaces Required
Student Housing	1 space per 2 sleeping rooms
Multidwelling Building	1 space per 10 dwelling units; 2 spaces minimum
Commercial, Public and Civic	1 per 10 motor vehicle spaces; 2 spaces minimum
Industrial	1 per 20 motor vehicle spaces; 2 spaces minimum

b. *Design.* Required short-term bicycle parking spaces must:

1. Consist of bike racks or lockers that are anchored so that they cannot be easily removed:
2. Be of solid construction, resistant to rust, corrosion, hammers, and saws;
3. Allow both the bicycle frame and the wheels to be locked with the bicycle in an upright position using a standard U-lock;

4. Be designed so as not to cause damage to the bicycle;

5. Facilitate easy locking without interference from or to adjacent bicycles; and

6. Be in highly visible, active, well-illuminated areas that do not interfere with pedestrian movements.

c. *Location.* At least fifty (50) per cent of required bicycle parking spaces must be located within fifty (50) feet of a customer entrance, and the remainder must be located within one hundred (100) feet of any entrance. If required short-term bicycle parking spaces are not visible from the abutting street or the main customer entrance, signs must be posted indicating their location.

d. *Size.* All required short-term bicycle parking spaces must have minimum dimensions of two (2) feet in width by six (6) feet in length, with a minimum overhead vertical clearance of seven (7) feet.

(2) *Longterm bicycle parking.* Longterm bicycle parking is generally intended to serve the needs of cyclists who park their bicycles for long time periods, including employees and residents.

a. *Incentive.* Off-street motor vehicle parking space requirements may be reduced by one space for every ten (10) longterm bicycle parking spaces provided up to a total maximum reduction of five (5) motor vehicle parking spaces.

b. *Design.* In order to receive credit, longterm bicycle parking spaces must:

1. Have minimum dimensions of two (2) feet in width by six (6) feet in length, with a minimum overhead vertical clearance of seven (7) feet (bicycle lockers are exempt from overhead clearance requirements);

2. Be protected from weather and access by unauthorized persons;

3. Consist of bike racks or lockers anchored so that they cannot be easily removed;

4. Be of solid construction, resistant to rust, corrosion, hammers, and saws;

5. Allow both the bicycle frame and the wheels to be locked with the bicycle in an upright position using a standard U-lock;

6. Be designed so as to not cause damage to the bicycle; and

7. Facilitate easy locking without interference from or to adjacent bicycles.

c. *Location.* In order to receive credit, longterm bicycle parking must be provided in at least one of the following locations:

1. In covered stationary racks or lockers that comply with the short-term bicycle parking location requirements of Subsection (f)(1)c.;

2. In a locked room;

3. In a covered, locked area that is enclosed by a fence or wall with a minimum height of seven (7) feet;

4. In a private garage or private storage space serving an individual dwelling unit within a multidwelling (residential) building;

5. In a covered area within clear view of an attendant or security personnel;

6. In a covered area continuously monitored by security cameras; or

7. In a covered area that is visible from employee work areas.

(g) *Bicycle facility improvement program (BFIP).* New development or redevelopment projects that participate in the city's BFIP program and incorporate fix-it repair stations, covered bike parking

stations, and or mobility commuter tracking stations can further reduce the number of off-street parking requirements by the following amounts:

(1) Fix-it repair station—Two (2) parking spaces;

(2) Covered bike station with racks—Four (4) parking spaces;

(3) Mobility commuter tracking station—Four (4) parking spaces.

(h) *Motorcycle parking.* For each four (4) motorcycle parking spaces provided, the required number of automobile parking spaces may be reduced by one.

(1) *Design.* Each motorcycle space must have minimum dimensions of four (4) feet by eight (8) feet. This provision applies to existing and proposed parking lots.

(i) *Parking in residential neighborhoods.*

(1) *Definitions.*

a. The term "commercial vehicle" shall mean every vehicle designed, used or maintained primarily for the transportation of property, with a gross vehicle weight of ten thousand (10,000) pounds or more. It shall also mean any bus, van, or truck with either a gross vehicle weight in excess of ten thousand (10,000) pounds, or which is designed, used or maintained primarily for the transportation of unrelated persons for hire, or in connection with any commercial enterprise including transportation for employment and business related activities.

b. The term "industrial equipment" shall mean farm tractors, implements, bulldozers, draglines, cranes, derricks, heavy earthmoving equipment normally used in farming excavation and/or heavy construction activities.

c. The term "semitrailer" shall mean a semitrailer which is used or designed primarily for carrying commercial loads.

(2) *Commercial vehicles and semitrailers prohibited or restricted in residential districts.*

a. It shall be unlawful for any owner, agent, operator or person in charge of any commercial vehicle, or semitrailer, to park, stop, store or keep same on any public street, avenue, alley or other thoroughfare, or any right-of-way therewith, within any residential district in the city for a period exceeding one hour in any twenty-four-hour period, each such period commencing at the time of the first stopping in the city.

b. It shall be unlawful for any owner or lessee of real property in any residential district in the city to park on, cause to be parked on, or allow to be parked on his, its or their residential property, any commercial vehicle or semitrailer for the period exceeding one hour in any twenty-four-hour period, unless same is in an enclosed garage. Each such period shall commence at the time of first stopping or parking unless a permit is first obtained from the police department of the city, and as may be otherwise provided in this section. This restriction shall also apply to the owner, agent, operator or person in charge of any such vehicle in the event said person is not the owner or lessee of said real property.

(3) *Delivery and construction vehicles; emergency repairs.*

a. The restrictions of Section (f)(2) shall not apply to the temporary parking of such vehicles on private property in residential districts whereon construction is underway, for which a current and valid building permit has been issued by the city, and said permit is properly displayed on the premises.

b. The restrictions of Section (f)(2) of one hour in residential districts shall not apply to routine deliveries by tradesmen, or the use of trucks in making service calls, provided that such time in excess of one hour is actually in the course of business deliveries or servicing as the case may be.

c. The restrictions of Section (f)(2) shall not apply to a situation where such vehicle becomes disabled, and as a result of such emergency is required to be parked within a residential district for longer than one hour. However, any such vehicle shall be removed from the residential district within twenty-four (24) hours, by wrecker towing if necessary, regardless of the nature of the emergency.

(4) *Industrial equipment prohibited or restricted in residential districts.*

a. It shall be unlawful for any owner, agent, operator or person in charge of any industrial equipment to park, stop, store or keep such equipment on any public street, avenue, alley or other thoroughfare, or any right-of-way therewith, within any residential district in the city, any time, unless moving directly to or from, or actually located at, any excavation or construction site whereon construction, clearing, removal of debris or other building and/or excavation activities are either currently under way or will commence within the next twenty-four (24) hours and for which a current and valid permit has been issued by the city, and said permit is properly displayed on the premises. Industrial equipment used in lot clearing, tree trimming or removal, lawn care and related services, is also included, although a specific building permit may not be required; and, nothing in this section is intended to require a building permit where not otherwise required.

b. It shall be unlawful for any owner of property in any residential district of the city to park on, cause to be parked on, or allow to be parked on his, its or their residential property any industrial equipment, as previously defined in this section, at any time unless such equipment is used on property wherein construction, clearing, removal of debris and/or industrial equipment is used on property wherein construction, clearing, removal of debris and/or other similar activities are currently under way or will commence within the next twenty-four (24) hours and for which a current and valid permit has been issued by the city, and said permit is properly displayed on the premises. Heavy equipment used in lot clearing, tree trimming or removal, lawn care and related services is also included herein, although a specific building permit may not be required; and, nothing in this section is intended to require a building permit where not otherwise required. However, mowers, clippers, edgers, drills, saws, sanders and other normal tools and implements of home, lawn and garden maintenance and repair, whether motorized or not, are not considered to be industrial equipment.

c. Exempt from the foregoing provisions are items of industrial equipment in actual use or moving directly to or from the location of actual use:

1. Owned or leased by the city or St. Lucie County for the accomplishment of a governmental purpose such as tree trimming, road repair or construction, water or sewerage system repair or construction, maintenance of street and traffic lights and/or similar activities;

2. Owned or leased by a contractor or subcontractor under agreement with the city or county to accomplish a municipal purpose as provided above;

3. Owned or leased by a recognized public utility operating within the city, or by a contractor or subcontractor under agreement with such public utility for the accomplishment of some installation, maintenance, adjustment and/or repair to such public utility.

(5) *Permits.* The chief of police of the City of Fort Pierce or his duly authorized designee may issue upon proper application therefore by the owner or his authorized representative to the police department, a permit extending the parking time limits set forth in Section (f)(2) up to, but not exceeding, twenty-four (24) hours, upon establishing that such permit is requested in good faith for a reasonable cause shown or demonstrated to the chief of police or his designee and not for the purpose of avoiding the intent or objectives of this section.

(6) *Application of superseding city ordinances and state laws.* This subsection is primarily for the purpose of protecting residential zoning. Therefore, any ordinances of this city or laws of this state providing for the regulation of motor vehicles are in addition to this subsection, and

wherever any provision of some other ordinance or applicable statute, whether primarily for the regulation of motor vehicles or for the purposes of zoning, imposes more stringent requirements, regulations, restrictions or limitations than are imposed or required by the provisions of this subsection, then more stringent requirements, regulations, restrictions or limitations shall apply.

(7) *Exceptions.* The provisions of this section shall not apply to recreational vehicles used exclusively for recreational purposes.

(8) *Nonconforming use.* The nonconforming use provisions of this chapter shall not apply to those sections.

(9) *Conformity with existing ordinances.* This section shall not be construed as authorizing trucks to utilize any street or other public thoroughfare of the city over which such vehicular traffic is now or hereafter prohibited by ordinance, or lawful order of the police department.

(j) *Lighting.*

(1) Off-street parking shall be proved with lighting as follows:

a. For commercial, industrial and governmental uses, a minimum average of two (2) footcandles;

b. For multistructure residential complexes, educational facilities, churches or other uses other than as set forth in the other immediately preceding subsection, a minimum average of one footcandle;

c. In a multilevel parking structure a minimum average of five (5) footcandles except that the top level, if open to the sky, shall be the same as for an open parking lot;

d. For a use involving on premises consumption of alcoholic beverages, as provided in Section 3-7, a minimum of three (3) footcandles.

(2) The uniformity ration for all lighting classifications is to have an average/minimum ratio of four (4) to one (1).

(3) The lighting provided for by this section shall have a footcandle intensity as set forth above from dusk until thirty (30) minutes after the termination of use of, or business at, the premises, but thereafter such lighting intensity may be reduced to fifty (60) per cent of the required minimum.

(4) Outdoor lighting required by this section shall be designed so that any over spill of lighting onto adjacent properties shall not exceed five-tenths (.5) footcandle illumination, vertically and horizontally.

(5) Outdoor lighting installations required by this section for any use involving site plan approval in accordance with Section 22-58 shall not be placed in permanent use until there is furnished a letter of compliance from a registered engineer or architect, or duly authorized representative of such engineer or architect, stating that the installation has been field checked and meets the requirements as set forth above. This letter shall be subject to approval by the city engineer. Upon installation of the lighting, a certificate shall then be filed with the city engineer by a registered engineer or architect of design showing that such installation meets with requirements imposed by this section. Such letter and certification are not required for lighting involved with uses where site plan approval under Section 22-58 is unnecessary through such lighting is otherwise subject to the requirements of this section.

(Ord. No. H-186, § 30-60, 6-15-81; Ord. No. H-227, § 1, 10-4-82; Ord. No. I-63, §§ 1—4, 5-7-84; Ord. No. I-71, § 1, 7-2-84; Ord. No. I-205, §§ 2—5, 2-17-87; Ord. No. I-339, § 1, 8-7-89; Ord No. I-347, § 1, 10-2-89; Ord. No. I-457, § 1, 3-4-91; Ord. No. J-24, § 1, 10-5-92; Ord. No. J-127, § 1, 12-19-94; Ord. No. K-441, § 3, 1-16-07; Ord. No. L-02, §§ 1A, 1B, 2-19-08; Ord. No. L-71, § 1B, 1-5-09; Ord. No. L-215, § 2, 7-5-11; Ord. No. L-230, §§ 1—6, 1-3-12)

Editor's note— Ord. No. H-227, § 1, adopted Oct. 4, 1982, amended the 1960 Code by the creation of new section 30-60(6), codified herein as subsection 22-60(f).

THE SUNRISE CITY

FORT PIERCE

Florida

Great Corridors,

Great Communities

ORANGE AVENUE REPORT

PLANNING DEPARTMENT

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THE SUNRISE CITY
FORT PIERCE
Florida

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.

What Is Most Important To You?

Derived from a total of 159 votes

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.

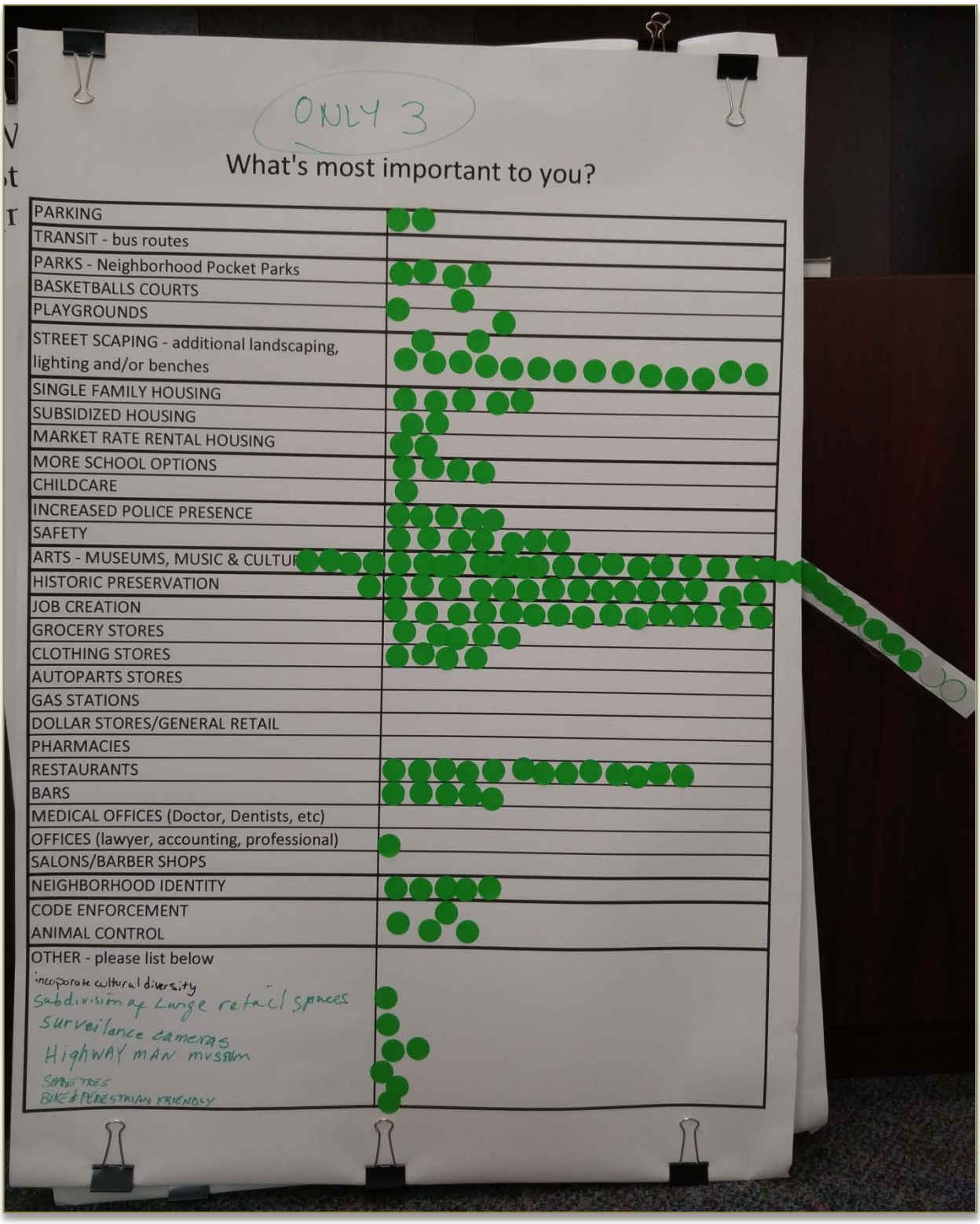
So, what's next? The Planning department intends to embark on the five most important issues that were noted in the meeting: Arts (Museum, Music & Culture), Street Scaping, Historic Preservation, Job Creation and Restaurants. For each item, short term as well as long term goals will be developed to execute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

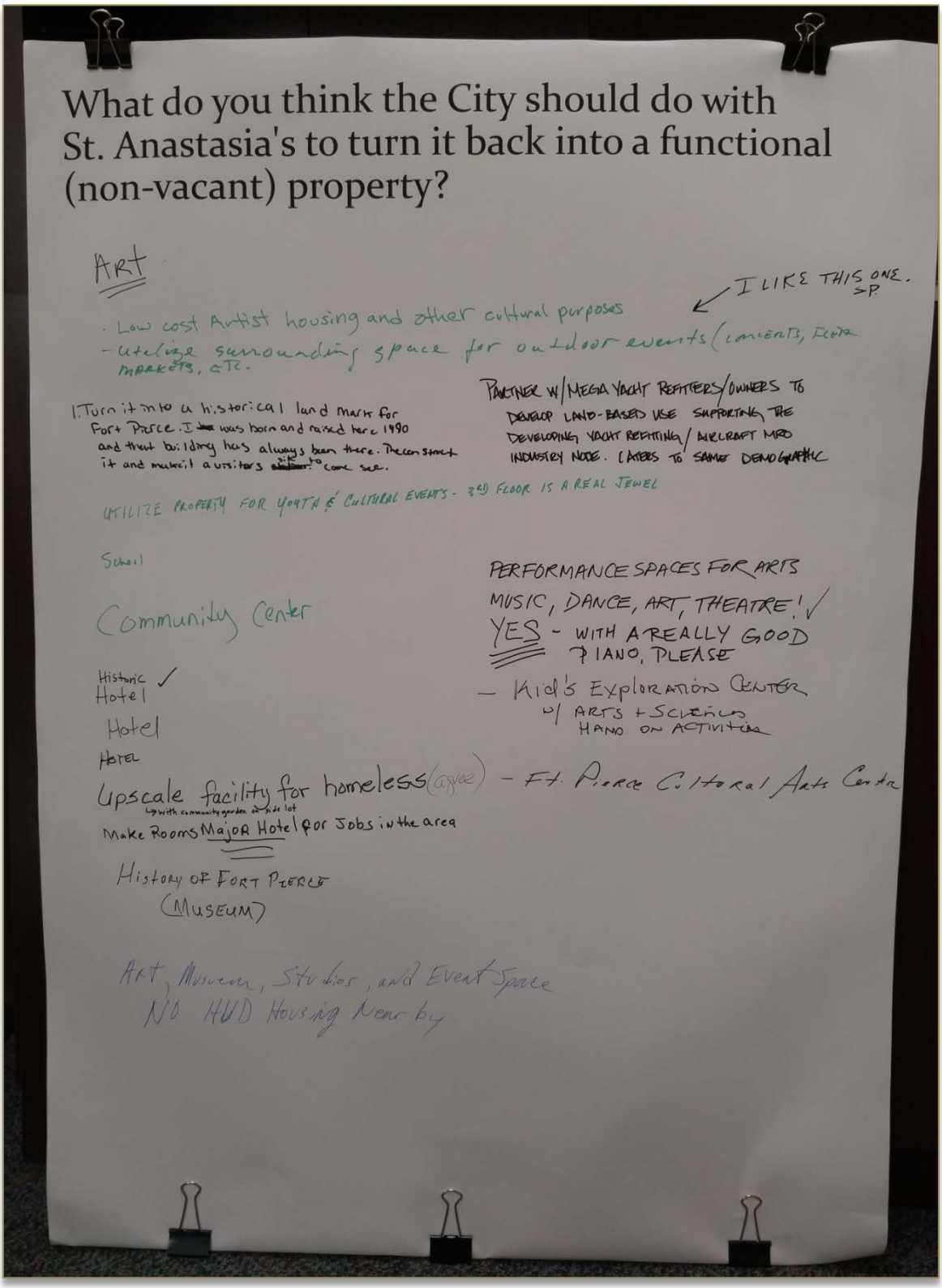
Appendix

1. "What is most important to you?" conversation board
2. "What do you think the City should fo 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

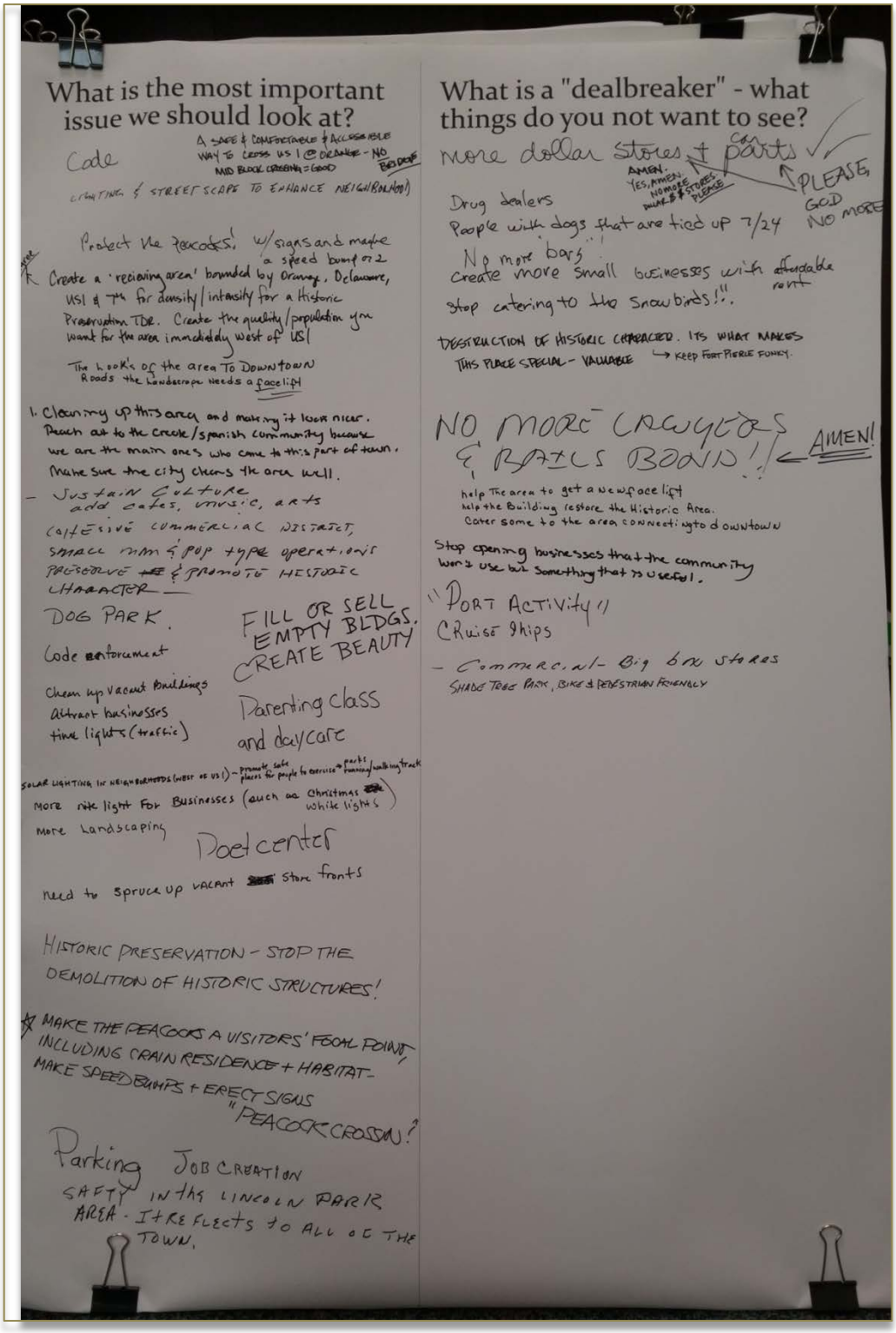
1.


ONLY 3
What's most important to you?
PARKING
TRANSIT - bus routes
PARKS - Neighborhood Pocket Parks
BASKETBALLS COURTS
PLAYGROUNDS
STREET SCAPING - additional landscaping, lighting and/or benches
SINGLE FAMILY HOUSING
SUBSIDIZED HOUSING
MARKET RATE RENTAL HOUSING
MORE SCHOOL OPTIONS
CHILDCARE
INCREASED POLICE PRESENCE
SAFETY
ARTS - MUSEUMS, MUSIC & CULTUR
HISTORIC PRESERVATION
JOB CREATION
GROCERY STORES
CLOTHING STORES
AUTOPARTS STORES
GAS STATIONS
DOLLAR STORES/GENERAL RETAIL
PHARMACIES
RESTAURANTS
BARS
MEDICAL OFFICES (Doctor, Dentists, etc)
OFFICES (lawyer, accounting, professional)
SALONS/BARBER SHOPS
NEIGHBORHOOD IDENTITY
CODE ENFORCEMENT
ANIMAL CONTROL
OTHER - please list below
incorporate cultural diversity
Subdivision of Large retail spaces
Surveilance cameras
HighWAY MAN mussum
SHADE TREES
BIKE & PEDESTRIAN FRIENDLY

2.


What do you think the City should do with St. Anastasia's to turn it back into a functional (non-vacant) property?
ART
- Low cost Artist housing and other cultural purposes
- utelize surrounding space for outdoor events (concerts, Food markets, etc.
I LIKE THIS ONE. SP
1. Turn it into a historical land mark for Fort Pierce. I was born and raised here 1990 and that building has always been there. Reconstruct it and make it a visitors to come see.
PARTNER W/ MEGA YACHT REFITTERS/OWNERS TO DEVELOP LAND-BASED USE SUPPORTING THE DEVELOPING YACHT REFITTING/ AIRCRAFT MRO INDUSTRY NODE. CATERS TO SAME DEMOGRAPHIC
UTILIZE PROPERTY FOR YOUTH & CULTURAL EVENTS - 3RD FLOOR IS A REAL JEWEL
School
Community Center
PERFORMANCE SPACES FOR ARTS MUSIC, DANCE, ART, THEATRE! ✓
YES - WITH A REALLY GOOD PIANO, PLEASE
Historic Hotel ✓
Hotel
Hotel
– Kid's Exploration Center w/ ARTS + SCIENCE HAND ON ACTIVITIES
Upscale facility for homeless (agree) – Ft. Pierce Cultural Arts Center
with community garden on side lot
Make Rooms Major Hotel for Jobs in the area
History of Fort Pierce (Museum)
Art, Museum, Studios, and Event Space
No HUD Housing Near by

3.


What is the most important issue we should look at?
Code
A SAFE & COMFORTABLE & ACCESSIBLE WAY TO CROSS US 1 @ ORANGE - NO MID BLOCK CROSSING = GOOD
LIGHTING & STREETSCAPE TO ENHANCE NEIGHBORHOOD
Protect the Peacocks! w/signs and maybe a speed bump or 2
Create a 'recieving area' bounded by Orange, Delaware, US1 & 7th for density/intensity for a Historic Preservation TDR. Create the quality/population you want for the area immediately west of US1
The bookends 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 come to this part of town. Make sure the city cleans the area well.
- Sustain Culture add cafes, music, arts
Cohesive 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 IN NEIGHBORHOODS (WEST OF US1) – promote safe places for people to exercise → parks, running/walking track
More nite light For Businesses (such as Christmas white lights)
More Landscaping
Doctcenter
need to spruce up VACANT store fronts
HISTORIC PRESERVATION – STOP THE DEMOLITION OF HISTORIC STRUCTURES!
MAKE THE PEACOCKS A VISITORS' FOCAL POINT, INCLUDING CRAIN 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 + car parts
AMEN. YES, AMEN. NO MORE $ STORES PLEASE
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 FUNKY.
NO MORE CROOKERS & RATS BOARD!!
AMEN!
Help the area to get a new facelift
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 PATH, BIKE & PEDESTRIAN FRIENDLY

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 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

Before roll call, Chairman Burdge asked for a moment of silence to remember Gloria Grimyser, former Planning Board member and former City Commissioner.

Present: **Mike Dahan**; **Marcia Baker**; **Frank Creyaufmiller**; **John George**; **Eloise Cumings**; **Charles Hayek**; **Tim O'Connell**; **Robert Poitier**; **Steve Weaver**; **Al Bernetti**; **Bob Burdge**, **Chairman**

Absent: **Brian Paul**

Staff Present: **Iola Mosley**, **Senior Assistant City Attorney**
Rebecca Grohall, AICP, **Planning Director**
Kori Benton, **Senior Planner**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Mr. Paul was unexcused.

Motion was made by Charles Hayek, and seconded by Marcia Baker to approve the absence of Mr. George from the November 8, 2016 meeting.

AYE: **Charles Hayek**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Chairman Bob Burdge**

Passed

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Weaver was made a voting member for the meeting.

6. APPROVAL OF MINUTES

a. Minutes from the November 8, 2016 meeting

Motion was made by Robert Poitier, and seconded by Charles Hayek to approve the minutes from the November 8, 2016 meeting.

AYE: **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Chairman Bob Burdge**
Passed

7. NEW BUSINESS

a. **Conditional Use with New Construction Seaward of the Coastal Construction Control Line - Mandel/Perkins Residence - 324 S. Ocean Drive**

Mr. Weaver recused himself and Mr. Bernetti was made a voting member for the item.

Mr. Creagan gave an overview of the application and answered questions from the Board.

William Stoddard, Applicant Representative from Schulke, Bittle and Stoddard, provided additional information and answered questions from the Board.

Carol Mashier, President of Fort Pierce South Beach Association, spoke on behalf of the association.

James Gilgenbach, Architect, answered questions from the Board.

Jimmy Johnson and Rick Ross spoke in favor of the application.

Robert Zaist, Raedele Wittenmyer and Jean Peppers spoke in opposition of the application.

Board discussion ensued.

Motion was made by Charles Hayek, and seconded by Robert Poitier to forward a recommendation of approval to the City Commission.

AYE: **Mike Dahan, Frank Creyaufmiller, John George, Charles Hayek, Tim O'Connell, Robert Poitier, Chairman Bob Burdge**
NAY: **Marcia Baker, Eloise Cumings, Al Bernetti**
Other: **Steve Weaver (RECUSE)**
Passed

b. **Conditional Use - Dwelling Rental - 608 S. Ocean Drive**

Mr. Poitier asked to be excused.

Mr. Benton gave an overview of the application and answered questions from the Board.

Kelly Golden, Applicant, provided additional information and answered questions from the

Board.

Rick Ross spoke in favor of the application.

Jim Flynn spoke in opposition of the application.

Motion was made by Steve Weaver, and seconded by Charles Hayek to forward a recommendation to the City Commission to approve the request with the following conditions:

1) The applicant provides specificity to the guided maximum occupancy of each unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses and set up a St. Lucie County tourism tax account within fourteen (14) days of Conditional Use approval; and

5) Adherence to the use limitations presented with the application proposal.

AYE: **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

c. **Subdivision: Preliminary Plat - Cargill Property - 3798 Selvitz Road**

Mr. Benton gave an overview of the application.

Marc Rupp, Precast Representative, answered questions from the Board.

Motion was made by Marcia Baker, and seconded by John George to forward a recommendation of approval to the City Commission with the following condition:

The access easement is executed by all affected land owners and recorded, or dedication of the access easement is added to the Plat.

AYE: **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **Mike Dahan**, **Chairman Bob Burdge**

Passed

d. **Zoning Text Amendment - Peacock Arts District Parking Exemptions - Segment of the Orange Avenue Corridor between US Highway 1 & 10th Street**

Mr. Benton gave an overview of the amendment and answered questions from the Board.

Linda Cox, City Clerk and Leader of the City Economic Development Team, and Ruth Jefferson spoke in favor of the amendment.

Elkie Steriopoulos, Michael Mcleod, Jose Alvarez, Gus Guiterrez, and Cathy Wassylenko spoke in opposition to the amendment.

Motion was made by Frank Creyaufmiller, and seconded by John George to forward a recommendation for approval of the proposed amendment, to the City Commission.

AYE: **John George**, **Frank Creyaufmiller**, **Steve Weaver**
NAY: **Tim O'Connell**, **Charles Hayek**, **Eloise Cumings**, **Marcia Baker**, **Mike Dahan**, **Chairman Bob Burdge**
Failed

Motion was made by Steve Weaver, and seconded by Charles Hayek to ask staff to come back with a more consistent overlay with the comprehensive plan for this area.

AYE: **John George**, **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **Chairman Bob Burdge**
Passed

e. **Recommendation on the sale of City Property located at 500 Orange Avenue**

Mr. Grohall provided an overview of the city property for sale and answered questions from the Board. No one spoke for or against the sale.

Motion was made by Marcia Baker, and seconded by Charles Hayek to forward a recommendation for approval of the proposed sale of 500 Orange Avenue to the City Commission.

AYE: **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Eloise Cumings**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **Chairman Bob Burdge**
Passed

8. BOARD COMMENTS

Chairman Burdge introduced Ms. Mosley to the Planning Board members.

9. ADJOURNMENT

A Vision for Ft. Pierce

Good evening, and thank you for the opportunity to speak on a subject that is very important to all of us; you, the public servants who give of your time and energy, we, the people assembled, and yes, the Reverend Jefferson, too.

My name is Alki Steriopoulos. I am a lifelong musician and composer, with an international career spanning over fifty years as a concert pianist, Broadway conductor, and film composer. My wife, a lifelong dancer, choreographer, artist, and I have called Ft. Pierce home for two years. We came to Ft. Pierce for many of the reasons people do; weather and affordability, certainly, but more importantly, the raw potential of what we believe Ft. Pierce can be – a destination, rather than a town to drive quickly through with doors locked en route from Vero Beach to West Palm.

Last year, a sizable group of interested citizens and Planning Department officials were invited to an open house, graciously hosted by Gus Gutierrez in one of his Orange Avenue holdings. There, easels and work-stations were set up asking us to list our priorities of what we wanted, needed, and *didn't* want, in a proposed Peacock Arts District. In short, what were our dreams and visions for the Renaissance of an area that remains underused, empty, and blighted. When these lists were tabulated and the numbers were crunched, it came as no surprise that the answers were uniform. We wanted theatre, music, dance. Restaurants, cafes, art galleries. Classes for young and old alike. Nowhere did another church appear on anyone's wish list.

Now, why is that? Is it because we are all godless heathens? No. My wife and I are church members. We attend services, and attempt to lead godly Christian lives. Could it be that the reason no one saw a need for another church was because that need was already well met? I say, yes.

Ft. Pierce has dozens of churches serving every denomination and ethnicity. We have Greek Orthodox, Roman Catholic, Methodist, Gospel. We have several churches serving the Haitian community. We even have a Muslim mosque nearby, one that God forgive us, has suffered for its religious identity. In the immediate Orange Avenue area and its adjacent boundaries there are probably dozens of places to worship, running the gamut from modest store-front neighborhood gatherings to grand churches with choirs and schools and social gatherings.

But in that same area how many dance schools are there? How many fine-dining establishments, coffee houses, acoustic jazz clubs? How many art schools, symphony orchestras, music schools? How many theatres, for film *and* live locally produced offerings? How many bike shops and book stores? The answer to all of these is none, zero, zilch, nada.

Now, ask yourselves in addition to the plentiful churches, how many bail bondsmen does Ft. Pierce boast? How many dollar stores and thrift shops? How many businesses dedicated to selling you booze, then fixing your drunk-driving ticket, and filling your closet with guns and ammo sufficient to shoot bad guys, good guys, drug gangs and children many times over. I think we all know the answer.

The real thing we are here to discuss tonight, the elephant in the room, isn't really about parking spaces, or limiting the number of people that can legally attend the Reverend's church. Is there anyone here foolish enough to believe that the parishioners will be counted and people turned away when the limit has been reached? And would anyone including the Reverend want a church that turned away a seeker because their quota had been met? I think not. No man's god would want such a church, the very idea of

such a place is counter to the teachings of Jesus, Buddha, or Mohammed.

Within the environs of the proposed Peacock Arts District and its neighbors to the north and south, we could have the next August Wilson, the next Alvin Ailey, the next Toni Morrison, fermenting in the minds and hearts of our youth. We could have the next Misty Copeland yearning to put on tights and a tutu but can't for lack of a solid dance school and the fear of leaving her house for gang cross-fire. For those who may not know, Misty Copeland is the first African American woman to become the principal dancer for ABT, the American Ballet Theatre.

It has been suggested that this new church will serve the community's needs in a way that might improve the quality of life of the neighborhood. Yet I look around and see all of these churches, good, solid, churches that have been established for decades that have failed to make a fundamental discernible improvement in the quality of life of the community, or the town.

Many of you were as outraged as I to have Ft. Pierce voted the worst town in Florida last year, by a poll citing crime, unemployment, and horrific teacher / student ratios in our city. A city where every other house is held by a far-away bank, foreclosed, forlorn, and empty; left to fall into the weeds becoming havens for crack-heads, rats, and other vermin.

I stand here tonight to ask you the Board, and the assembled on both sides of the immediate issue, to ask what kind of town do we envision for the future of Ft. Pierce? What is the foreseeable destiny of this place we all call home? To remain a town of too much of one and none of the other? Or a place that will welcome the arts and the humanities, invite vibrant newcomers, foster a new generation of creators, and flourish as a place where there is room to make beauty *and* worship God by whatever name you call Him?

There is room for all, but only if this Board and current and future policy-makers commit now to beginning to lay that fertile ground. There are visionary developers wishing to provide these spaces, and people like myself that will teach and create the kind of beautiful experiences we so desperately need. But we will need an area dedicated to this re-birth and re-purposing. Another church, using a prime space primarily for Sunday services, that produces neither jobs nor tax revenues, while limiting the color and scope of the neighborhood, is neither wise nor necessary.

This is what we should be considering. This is what I ask you to think of when casting any vote that will impact the vision we have for our town, our town's future, and the Peacock Arts District. I ask you tonight to proclaim the Peacock Arts District and help us make it a reality.

I thank you.

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
WEAVER STEVEN	PLANNING BOARD.
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
607 Malabar Avenue	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION:
Fort Pierce / ST LUCIE	FORT PIERCE
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
Dec 13, 2016	☐ ELECTIVE ☒ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, STEVE WEDUEN, hereby disclose that on Dec 13, 20 16:

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

___ inured to my special private gain or loss;

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

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

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

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

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

I am owner of a construction company that has helped with the Design of the Project.

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

Dec 13, 2016
Date Filed

Signature

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

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

Meeting Date: 01/17/2017

Re: Sec 4-76 Amendment

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

SUBJECT:

Ordinance No. 17-003 amending City Ordinance Chapter 4 - Animals; Article IV - Impoundment; Section 4-76 - Release of Impounded Animals. FIRST READING

SUMMARY:

Amending the ordinance to require the owner of an impounded animal be responsible for reimbursing the City the impoundment fees billed by the Humane Society and to allow management to consider mitigating factors and reduce or waive such impoundment fee if warranted.

RECOMMENDATION:

Approve the proposed amendment.

ALTERNATIVES:

Provide for additional amendments.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Review by City Attorney James Messer

Fiscal Impact

OTHER INFORMATION:

Unknown due to multiple variables.

Attachments

Proposed amendment to impound fees

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	01/06/2017 10:46 AM
Finance Department	Johnna Morris	01/06/2017 04:03 PM
City Manager	Nick Mimms	01/11/2017 11:32 AM
Form Started By: Peggy Arraiz		Started On: 12/30/2016 11:45 AM
Final Approval Date: 01/11/2017		

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 4 – ANIMALS**; ARTICLE IV – IMPOUNDMENT; SEC. 4-76 – RELEASE OF IMPOUNDED ANIMALS; REQUIREMENT AND FEES; PROVIDING FOR A SEVERABILITY CLAUSE; AND REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 4 of the Code of Ordinances of the City of Fort Pierce, Florida provides for the regulation and control of animals within the city limits; and

WHEREAS, animals that are impounded in accordance with Chapter 4 of the Code of Ordinances of the City of Fort Pierce, FL are housed and cared for at the local animal shelter until they are released to the care of their owners; and

WHEREAS, the cost associated with housing and caring for such animals is billed to the City of Fort Pierce, Florida in an annual service contract with the animal shelter; and

WHEREAS, the animal owner is responsible for reimbursement to the City of Fort Pierce, Florida the impound fees charged by the animal control shelter for housing and caring for the impounded animal unless certain conditions or circumstance exist that warrant a reduction or waiver of such fees; and

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

SECTION 1. Chapter 4, Article IV, Section 4-76 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended so that the same shall read thereinafter as follows:

Sec. 4-76. - Release of impounded animals; requirements and fees.

(a) An animal shelter shall not release an animal impounded under this chapter to an owner until the following conditions have been met:

(1) ~~The owner has paid all fees and costs that would otherwise be charged to the city by the animal shelter~~. The shelter has received approval to release the impounded animal by a City of Fort Pierce Animal Control Officer.

(2) The owner has paid an impoundment fee ~~of fifty dollars ($50.00)~~ equal to the per animal fee charged by the shelter to the city as specified in the contract in effect at that time~~, in addition to any other cost charged by the animal shelter~~.

(3) Based upon the circumstances that resulted in the animal's impound, the City Manager or his/her designee may waive all or a portion of the impound fee. Such circumstances include, but are not limited to, the number of interactions with the animal in the past, compliance with city registration and rabies requirements, the quality of care the animal received prior to impound, compliance with city tethering requirements and quarantine holds due to bite cases.

(~~3~~4) The owner of any dog or cat provides, or acquires through the animal shelter, proof of current and valid rabies vaccination and proof of registration as required within this chapter, except that owners residing outside the city shall not be required to comply with registration provisions within this chapter.

(b) The animal shelter shall collect all fees required prior to the release of any animal, provide a receipt for same to the owner upon payment, and transmit the collected fees to the city ~~in a manner provided by administrative rule~~ as provided for by law.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
& CORRECTNESS:

_____

James M. Messer
City Attorney

(STATE OF FLORIDA)
(ST. LUCIE COUNTY)

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. _____ was duly advertised by title only in the St. Lucie News Tribune on _____; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____; and was duly introduced, read by title only, and passed on second and final reading on _____, by the City Commission of the City of Fort Pierce, Florida.

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

_____
Linda Hudson, Mayor Commissioner

(CITY SEAL)

_____

Linda W. Cox, City Clerk

City Commission Regular Meeting **Agenda Item # 12. a.**

Meeting Date: 01/17/2017

Re: Funding Request for Golf Course and Sunrise Theatre

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approve transfers of $170,000 to address the Golf Course funding shortage and $156,000 to Sunrise Theatre's shortage.

SUMMARY:

During the presentations of the monthly financial reports Commission has been made aware of the funding shortage in the Golf Course and Sunrise Theatre and the need to transfer funds. The Golf Course will need $170,000 to address the negative cash balance in the fund and Sunrise Theatre $156,000.

RECOMMENDATION:

Transfer $326,000 from the General Fund to address the shortages in Golf Course Fund and Sunrise Theatre Fund.

ALTERNATIVES:

The Commission can allocate an amount they deem appropriate.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2017

Amount: $326,000

OTHER INFORMATION:

Funds to be transferred from General Fund's fund balance. This transfer will reduce General's surplus funds that are not currently budgeted to be used as operating expenditures.

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/06/2017 04:42 PM
City Manager	Nick Mimms	01/11/2017 11:31 AM
Form Started By: Queen Thompkins		Started On: 01/06/2017 04:22 PM
Final Approval Date: 01/11/2017		

City Commission Regular Meeting **Agenda Item # 13. a.**

Meeting Date: 01/17/2017

Re: Declaration of Surplus Property

SUBJECT:

Resolution 17-R04 Declaring Lot 13 Lincoln Court as surplus.

SUMMARY:

The City Building Department discovered that a camper trailer had at some point been placed on Lot 13 of Lincoln Court. That property is owned by the City of Fort Pierce. After speaking with the resident of the camper trailer and/or the adjacent property, Mr. C. A. Bernard, we learned that the trailer had been on that site for approximately 40 years. It appears that the property was given to the city via Quit Claim Deed from G.B. Walters Property, Inc. in March of 1986. The property is identified as Parcel ID 2409-501-0233-000-1 and contains approximately .06 acres.

RECOMMENDATION:

Staff recommends the declaration of the property as surplus and authorize staff to proceed with the necessary notices for proposed sale in accordance with City Charter Section 13(a).

ALTERNATIVES:

Do not declare the property as surplus and initiate efforts to have the trailer removed.

RESPONSIBLE STAFF:

Building Department and Department of Public Works

COORDINATED WITH:

Code Enforcement and City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact at this time.

Attachments

17-R04

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/11/2017 11:31 AM

Form Started By: Linda Cox Started On: 01/06/2017 02:42 PM

Final Approval Date: 01/11/2017

RESOLUTION NO. 17-R04

A RESOLUTION **DECLARING LOT 13 LINCOLN CT, OWNED BY CITY OF FORT PIERCE, TO BE SURPLUS** TO CITY OF FORT PIERCE NEEDS AND AUTHORIZING CITY STAFF TO DISPOSE OF SAID PROPERTY IN ACCORDANCE WITH THE PROVSIONS OF ARTICLE I, SECTION 13 OF CITY OF FORT PIERCE CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce (the "CITY") is the owner of real property described as Lot 13 Lincoln Ct., Parcel ID 2409-501-0233-000-1, with a legal description as follows: Lot 13, Block 8, Lincoln Park No. 2, according to the Plat thereof, recorded in Plat Book 4, at Page 77, of the Public Records of St. Lucie County, Florida (the "Property"); and

WHEREAS, the City Commission of Fort Pierce, Florida (the "City") is expressly authorized by Article I, Section 13 of City of Fort Pierce Charter to dispose of real property belonging to the City whenever the Commission determines that the property is not required for public purposes; and

WHEREAS, City staff has reviewed the status of the property known as Lot 13 Lincoln Ct. and determined that it is not needed for City purposes and recommends to the Commission that the Property be declared surplus to City needs.

NOW, THEREFORE, BE IT RESOLVED by the City Commission, of Fort Pierce, Florida:

1. The Commission declares Lot 13 Lincoln Ct. to be surplus to City needs.

2. The Commission authorizes City staff to provide notice of proposed sale or lease of surplus property as required by City Charter Section 13(a).

3. This Resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 17th day of January, 2017.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
JAMES MESSER, CITY ATTORNEY

City Commission Regular Meeting **Agenda Item # 13. b.**

Meeting Date: 01/17/2017

Re: Florida Shared-Use Nonmotorized Trail Network Agreement - Indian Hills Recreation Area

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Resolution 17-R05 authorizing approval of a joint project agreement between the Florida Department of Transportation and the City of Fort Pierce providing for FDOT's participation towards the engineering design for the retrofit of the shell rock trail at the Indian Hills Recreation Area to concrete.

SUMMARY:

This agreement will enable the City to contract a professional engineer to provide design plans for retrofitting the recreation trail at Indian Hills Park. This grant was applied for by St. Lucie County as part of the Florida Shared-Use Non-motorized Trail Network and it has been determined that the City, as grant recipient would be more suited to manage the project. The project will extend from the northern most entrance located at Indian Hills Drive and run south through the Indian Hills Recreation Area to the southern terminus at the FEC spur track south of Savannah Road.

RECOMMENDATION:

Engineering recommends approval of this agreement.

ALTERNATIVES:

Reject grant award.

RESPONSIBLE STAFF:

Jack Andrews, City Engineer

COORDINATED WITH:

Lisa W. Maack, AICP
Multimodal Coordinator, FDOT District 4

Mike Middlebrook
Natural Resources Manager
St. Lucie County Environmental Resources

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	16/17
Account:	403-4300-538.34-90

Amount: $80,000.00

OTHER INFORMATION:

SMU to front funds with 100% reimbursement from FDOT up to $80,000.00

Attachments

Proposed Trail Location
Trail Agreement
Trail Resolution

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	01/06/2017 10:43 AM
Finance Department	Johnna Morris	01/06/2017 04:01 PM
City Manager	Nick Mimms	01/11/2017 11:31 AM
Form Started By: John Andrews		Started On: 01/04/2017 04:55 PM
Final Approval Date: 01/11/2017		

INDIAN HILLS GOLF COURSE
10' Wide Concrete Trail
Savannah Road
FLORIDA EAST COAST RAILWAY
SOUTH INDIAN RIVER DRIVE
SAVANNAH ROAD
Indian Hills Recreation Area

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Financial Project No:439997-1-34-01	**Contract No. _____**	**Vendor No.: _____**	**CSFA No. and Title:** 55.038 Florida Shared-Use Nonmotorized (SUN) Trail Network Program

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, 100 North U.S. 1, Fort Pierce, FL 34950, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.

B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.

C. The purpose of this Agreement is to provide for the Department's participation in the retrofit of the shell rock trail at Indian Hills Recreation Area to concrete, as further described in **Exhibit "A", Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.

D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit "E"**, **Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through October 1, 2021. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the

_____ day of _____, 2017____ or within _____ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. **Project Cost:**

   a. The estimated total cost of the Project is $80,000. This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $80,000 and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. **Compensation and Payment:**

   a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in **Exhibit "A"**, and as set forth in the Method of Compensation in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 439997-1-34-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.

c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.

g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the

Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by April 15, 2017, the Department may, at its discretion, terminate this Agreement.

c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.

d. In the event the cost of the Project is greater than $250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.

e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act

9. **Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, _____, at (___) ___-____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.

f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

    a. The Recipient has agreed by resolution to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed as part of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The terms of this provision shall survive the termination of this Agreement.

    b. The Recipient agrees to execute a Maintenance Memorandum of Agreement with the Department prior to letting for construction of the Project. The Maintenance Memorandum of Agreement shall require the Recipient to maintain the entire Project, as depicted in the construction plans and specifications of the Project in perpetuity, according to the Department's standards, which include but are not limited to, the Americans with Disabilities Act, the Department's Design Standards, and the Department's Standard Specifications for Road and Bridge Construction, as those standards are amended from time to time.

11. **State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

    a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

    b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

__LISA MAACK, OFFICE OF MODAL DEVELOPMENT
__3400 WEST COMMERCIAL BLVD, FORT LAUDERDALE, FL 33309

PHONE:_____954-717-2253
FAX: _____954-677-7892
EMAIL: _____LISA.MAACK@DOT.STATE.FL.US

RECIPIENT:

___JACK ANDREWS, PE, CITY ENGINEER
____100 NORTH U.S. 1
____FORT PIERCE, FL 34950

PHONE: __772-467-3773

FAX: 772-460-6847
EMAIL: JANDREWS@CITY-FTPIERCE.COM

b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to

include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

> "To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.
>
> This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the

insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

j. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

l. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.

b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

Exhibit A: Scope of Services
Exhibit B: Method of Compensation
Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audi Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

By:_____
Name:
Title:

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
City Attorney

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name: Stacy L. Miller, P.E.
Title: Director of Transportation Development, District 4

Title:

Legal Review:

_____

EXHIBIT A
SCOPE OF SERVICES

The Recipient (_____City of Fort Pierce_____) agrees to make certain improvements on the __**Indian Hills Recreation Area, City of Fort Pierce**_____**, Florida,** and will subsequently furnish, construct, and inspect the _retrofit of the north/south portion of the shell rock trail at Indian Hills Recreation Area to concrete to improve the trail surface to a 10 foot wide paved trail_____as shown in the plans and specifications prepared by _____**TBD**_____**.** The following conditions shall apply:

Monthly or quarterly progress reports

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT B

Method of Compensation

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
439997-1-34-01	STTF	16/17	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	$80,000	5

Total Award	$80,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID#_____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____ _____, 20____.

By: _____
Name: _____
Title: _____

_____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM
CSFA Number:	55.038
***Award Amount:**	$80,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE RETROFIT OF THE SHELL ROCK TRAIL, AT INDIAN HILLS RECREATION AREA, TO CONCRETE AUTHORIZING THE MAYOR, CITY CLERK AND CITY ATTORNEY TO ENTER AND EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Agreement is in the interest of both the City of Fort Pierce and the Florida Department of Transportation enabling the Department's participation in the improvement to the trails at the Indian Hills Recreation Area.

WHEREAS, The Florida Department of Transportation will provide funding for the retrofit determining the City of Fort Pierce would be more practical, expeditious, and economical to perform the project.

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

1. That the City of Fort Pierce will enter into a Florida Shared-Use Nonmotorized Trail Network Agreement with the Florida Department of Transportation for the mutual benefits to be derived from joint participation on the project.

2. That the Mayor, City Clerk and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this __ day of _____, 2016.

_____
MAYOR COMMISSIONER

Attest:

_____
CITY CLERK

(CITY SEAL)

Approved as to Form and Correctness:

by: _____

CITY ATTORNEY

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE RETROFIT OF THE SHELL ROCK TRAIL, AT INDIAN HILLS RECREATION AREA, TO CONCRETE AUTHORIZING THE MAYOR, CITY CLERK AND CITY ATTORNEY TO ENTER AND EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

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2. That the Mayor, City Clerk and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this __ day of _____, 2016.

Attest: _____ MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

Approved as to Form and Correctness:

by: _____

CITY ATTORNEY