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

CITY COMMISSION AGENDA

Regular Meeting - Monday, March 6, 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**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from the February 21, 2017 regular meeting.

6. **PROCLAMATIONS**

   a. American Red Cross Month proclamation being received by American Red Cross volunteers.

7. **LETTERS TO COMMISSION**

   a. Email from Scott Smith, Director of Career Development, Virginia College, expressing his appreciation of the hard work and great job of transforming the City into a 'happening' place.

   b. Email from Highwaymen A J Brown thanking Libby Woodruff, Urban Redevelopment Manager, and the City of Fort Pierce for the "smashing success" of the 2nd Annual Highwaymen Art Show, which was a prime example of progress.

   c. Letter from Kathy McDonald, President, Sebastian Area Historical Society Inc., thanking Libby Woodruff for her wonderful presentation of "The Florida Highwayman Artists".

      The Society appreciates Libby’s generosity and willingness to share her knowledge and stated she did a fantastic job and everyone had a delightful time.

d. Letter from Boys and Girls Club, Youth of the Year Candidates and Committee thanking Michael Gillian for driving the trolley during their 2017 Youth of the Year Leadership Day.

They stated they cant wait to see Mr. Gillian again when they announce the Youth of the Year winner.

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 Geraldine Clark, for her business, HyShe Boutique and Furniture Consignment in the amount of $3,000, as an eligible recipient under the 2016-2017 CDBG Action Plan - Grant Award for Small Business.

b. Approve grant award for Andy Truong, owner of Pho 16 Vietnamese Cuisine in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan.

c. Approve grant award for William & Johnson, Inc., owner of Jackson Hewitt Tax Service in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business

d. Approve grant award for Harriet Staley, owner of E&H Handyman Services in the amount of $3,000 as an elible recipient under the 2016-17 CDBG Grant Award for Small Business.

e. Approval of a twenty-four (24) month Lease Extension Agreement between the City of Fort Pierce and FP-DW, LLC and FP-DX, LLC for certain parcels along Indian River Drive, that are being utilized to provide additional parking spaces for the public.

f. Approve the Police Department's request to purchase one (1) 2016 Ford Interceptor Utility (demo unit) from Bartow Ford in the amount not to exceed $29,572.00 pursuant to Bid # 2015000418.

g. Approval of travel expenses in the amount of $809.68 for Commissioner Alexander to attend the FBC-LEO Spring Conference on March 16 - 18, 2017 in Miramar, Florida.

h. Approval of travel expenses in the amount of $809.68 for Commissioner Sessions to attend the FBC-LEO Spring Conference on March 16 - 18, 2017 in Miramar, Florida.

11. **PUBLIC HEARINGS**

a. Approve a request for waiver of distance from Sec. 9-111(b)(1) submitted by Adolfina Avellaneda to operate a food truck ("Taqueria Dos Hermanos") at 1702 Delaware Ave, Fort Pierce.

b. Approve with conditions an application for Conditional Use with no new construction submitted by property owners, First United Methodist Church of Fort Pierce Inc., and applicant, Sherria Baptiste, to operate a Kindergarten through 8th grade private Christian Academy that will accommodate 135 students at 616 Orange Avenue, Fort Pierce, FL. The property is zoned General Commercial, C-3. Parcel ID: 2410-606-0007-000-4.

c. Review and approval of a Conceptual Development Plan submitted by property owners, 604 Midway LLC. and representative Mike McCarty of McCarty & Associates, which conceptualizes establishment of a Drug and Alcohol Treatment Center at 604 Midway Road, Fort Pierce, FL. The property is zoned Neighborhood Commercial, C-2, and concurrently being considered for rezoning to Office Commercial, C-1. Parcel ID: 3403-243-0001-000-0.

d. Ordinance 17-005 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located at 2496 Edwards Road from from RM, Medium Density Residential to GC, General Commercial. SECOND READING

e. Ordinance 17-006 Amending the Zoning Atlas to rezone property located at 2496 Edwards Road from Neighborhood Commercial (C-2) to General Commercial (C-3). SECOND READING

f. Ordinance 17-007 - An Ordinance by the City Commission of the City of Fort Pierce, FL rezoning property located at 604 Midway Road from C-2, Neighborhood Commercial to C-1, Office Commercial. FIRST READING

g. Ordinance 17-008 - Extending the territorial limits of the City of Fort Pierce, Florida to include property located at 2498 Edwards Road. FIRST READING

12. **MISCELLANEOUS REPORTS & REQUESTS**

13. **CITY COMMISSION**

a. Resolution 17-R10 Authorizing the purchase of South Depot Drive in the amount of $30,000.00.

b. Consideration of issuing a Letter of Support for United for Animals to seek a grant for the Trap, Neuter and Return (TNR) program.

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. City Manager's Report

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 **5.a.**

Meeting Date: 03/06/2017

Re:

SUBJECT:

Approval of minutes from the February 21, 2017 regular meeting.

Attachments

City Commission Minutes 2.21.2017

Form Review

Form Started By: Caleta Scott Started On: 02/24/2017 06:20 PM

Final Approval Date: 02/24/2017

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, FEBRUARY 21, 2017.

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

2. OPENING PRAYER - Pastor Craig Bridgers, The Crossings Community Church, gave the opening prayer.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

a. Approval of minutes from the February 6, 2017 meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve the minutes from the February 6, 2017 regular meeting.

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

Passed

6. **PROCLAMATIONS** - There were no proclamations.

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

a. Letter from Pamela E. Carithers, Executive Director, on behalf of the Lincoln Park Main Street Board of Directors expressing their gratitude for the City's continued support of their program activities.

b. Email from Hans Kraaz commending Paul Thomas, Building Official, for his professionalism and diligence.

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

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

Mayor Hudson requested to move items **12a** and **12b** prior to the Public Hearings.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve the agenda as amended.

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

Passed

10. CONSENT AGENDA

a. Request to reduce code enforcement fines in the amount of $3,200.00 against 1509 Faber Court, Ft. Pierce, FL, Parcel ID # 2401-605-0058-000-5 which was previously owned by Helen Hall, 1509 Faber Court, Ft. Pierce, FL and currently owned by Florida Beach & Golf Retreats LLC, 7128 Maidstone Drive, Port St. Lucie, FL 34986 to $1,600.00 payable in 30 days.

b. Approve request to submit and accept an award for the 2017-2018 VOCA Victim's Advocacy grant by the Fort Pierce Police Department.

c. Permission to submit grant application and receive grant award from Children Services Council of St. Lucie County to help fund 3rd Annual Summer Jam Basketball Camp.

d. Approve grant award for Ms. Sonja Johnson, owner of Massage Harmony by Sonja in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business. (Postponed from 2/6/2017 meeting)

As to item **10d**, Commissioner Johnson received the information requested from the previous meeting.

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

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

Passed

11. PUBLIC HEARINGS - These items took place after items **12a** and **12b.**

a. Public Hearing and approval of the sale of the following Fort Pierce Redevelopment Agency properties for less than fair value as required by Florida Statutes 163.380(2): 1401 N Second Street and 301 Florida Avenue.

Nicholas Mimms, City Manager, stated that the City Commission must confirm and authorize as a requirement of the state.

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 Rufus Alexander to approve item **11a.**

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

Passed

b. Review and approve with conditions an application for Site Plan & Design Review submitted by Property Owner(s) S And S Land Company LLC, First Citizens Premises Co Inc, and Representative, Jason Gunther of Thomas Engineering to construct an Aldi Grocery Store at 1412 S US Highway 1, Fort Pierce, FL. The properties are zoned General Commercial (C-3). Parcel IDs: 2415-601-0454-010-5, 2415-601-0450-000-4, 2415-601-0449-000-4, & 2415-601-0448-000-7).

Kori Benton, Senior Planner, gave a brief presentation and was available for questions. Commissioner Johnson inquired about recycling and traffic concerns.

Mayor Hudson opened the public hearing.
Jason Gunther, applicant representative, addressed concerns.
Jordan Forum, applicant, addressed concerns.
Seeing no one else, Mayor Hudson closed the public hearing.

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

1.) The applicant enhances the design of the southern facade elevation to include integration of additional enhancements such as shutters, metal awnings, landscape plantings, or other articulation to punctuate this primary elevation pursuant to City Code Section 22-59 – Design Review, (g) – Design Guidelines;
2.) The applicant shall record and provide a recorded copy of a Unity of Title combining the subject parcels prior to issuance of a building permit;
3.) The applicant shall provide an Owner and Encumbrances title search for the easement dedication and right-of-way presented prior to the issuance of building permit; and
4.) The applicant shall record and provide a recorded copy of said dedications prior to the issuance of a Certificate of Occupancy. 5.) The developer completes a deceleration turn lane entering the site, pending review and permitting by the Florida Department of Transportation (FDOT).
6.) The developer provides a written letter waiving any impact fee credits which may be associated with the subject site(s).
7.) The developer continues coordination with the City of Fort Pierce and FDOT in the joint effort to reconfigure the intersection of Ohio Avenue and US Highway 1.

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

Passed

c. Review and approve with conditions an application for Conditional Use submitted by Property Owners, David and Tiffany Wood, to operate a Dwelling Rental, offering lodging for less than six months, at 1123 Hernando Street, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A). Parcel ID: 2401-810-0017-000-6.

Kori Benton, Senior Planner, gave a brief presentation and was available for questions. Commission discussion included vehicle parking and professional onsite management.

Mayor Hudson opened the public hearing.
Tiffany Wood, applicant, addressed concerns.
Sharon Scalone spoke in support.
William Fearn spoke in opposition.
Jim Altac spoke in opposition.
Charlene Adair spoke in opposition.
Rick Ross spoke in opposition.

Lou Meroscal spoke in support.
Seeing no one else, Mayor Hudson closed the public hearing.

Further Commission discussion included violations and revocation, rental frequency, state parameters, enforcement efforts and being consistent in reviewing applications going forward.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 11c with the following staff conditions:
1. Strict adherence to minimum rental periods of one (1) month.
2. Limitation of occupancy to 5 guests based upon City Code Section 8.5-43, unless verification of interior renovation permits for expansion of the southern unit is provided by the Building Department;
3. Registration of a lead property manager, and secondary property manager, accessible at all times to resolve complaints or violations of City Code;
4. Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;
5. Installation of a sidewalk connection, or payment in-lieu of construction, along the Hernando Property line;
6. Installation of a bicycle rack for guests; and
7. The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.
8. Retention of a state licensed property manager whose business is located within the city limits of Fort Pierce.

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

Passed

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

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

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.

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

Mayor Hudson opened the public hearing.
Kathy Wassylenko spoke in opposition.
Steve Tarr spoke about boundary concerns.
Seeing no one else, Mayor Hudson closed the public hearing.

Commission discussion included the start to a continually evolving Peacock Arts District plan, considering citizen-guided input, revisiting the plan as needed and doing what we can to revitalize the area. Mr. Mimms states that there will be quarterly reports provided. Commissioner Johnson is seeking a better formula for the reduction.

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

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

NAY: Commissioner Jeremiah Johnson

Passed

e. Ordinance 17-004 Modifying Chapter 9, Peddlers, Solicitors and Canvassers SECOND READING

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 9, ARTICLE IV, “PEDDLERS, SOLICITORS AND CANVASSERS”; AMENDING DIVISION 1, SEC. 9-76 MODIFYING DEFINITIONS, AND; AMENDING DIVISION 2, SEC. 9-91 MODIFYING PERMIT APPLICATION REQUIREMENTS AND REGULATIONS AND SEC. 9-97 MODIFYING REQUESTS FOR VARIANCES AND; AMENDING DIVISION 3, SEC. 9- 111 MODIFYING GENERAL REGULATIONS, AND SEC. 9-114 MODIFYING TENTS FOR SEASONAL SALE VENDORS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; 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 Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item **11e.**

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

Passed

f. Ordinance 17-005 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located at 2496 Edwards Road from from RM, Medium Density Residential to GC, General Commercial. FIRST 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 THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTY LOCATED AT 2496 EDWARDS ROAD; FROM RM, MEDIUM DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF 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 Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item **11f.**

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

Passed

g. Ordinance 17-006 Amending the Zoning Atlas to rezone property located at 2496 Edwards Road from Neighborhood Commercial (C-2) to General Commercial (C-3). FIRST 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; REZONING PROPERTY LOCATED AT 2496 EDWARDS ROAD, FROM NEIGHBORHOOD COMMERCIAL, C-2, TO GENERAL COMMERCIAL, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Kori Benton, Senior Planner, gave a brief presentation 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 Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve item **11g.**

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

Passed

12. MISCELLANEOUS REPORTS & REQUESTS - Items **12a** and **12b** were prior to the Public Hearings.

a. St. Lucie County Public Schools Graduation Rate Update, Wayne Gent, Superintendent

Wayne Gent, Superintendent, gave a brief presentation highlighting increased graduation rate gains; the County's average is higher than the state average. Commission discussion included spreading the good word about this achievement.

b. Boys and Girls Clubs of St. Lucie County Annual Report and Strategic Plan presentation by Will Armstead, CEO, Boys and Girls Clubs of St. Lucie County

Will Armstead, Boys and Girls Clubs of St. Lucie County, gave a brief presentation highlighting their programs, vision and an organizational update.

c. Monthly Financial Report for the Month ending January 31, 2017

Johnna Morris, Finance Director, gave the monthly financial report for month ending January. All funds, with the exception of the Golf Course, are in stable position.

13. CITY COMMISSION

a. Resolution 17-R03 authorizing the sale of 500 Orange Avenue in the amount of $139,000 to 4616 Investment LLC.

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

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE SALE OF REAL PROPERTY NOT NEEDED FOR A PUBLIC PURPOSE, KNOWN AS 500 ORANGE AVENUE, OWNED BY THE CITY OF FORT PIERCE, FL TO 4616 INVESTMENT, LLC FOR

THE PRICE OF $139,000 AS OUTLINED IN A COMMERCIAL CONTRACT (EXHIBIT A) AND SUBJECT TO PROTECTIVE COVENANTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Nicholas Mimms, City Manager, stated that this property was deeded to the City of Fort Pierce. The restricted covenants have been identified and the buyer has accepted.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item **13a** with staff recommendations.

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

Passed

b. Resolution 17-R06 Certifying Appointments/Reappointments to the Planning Board following a vote.

Ballots were distributed by Linda Cox, City Clerk.

Commissioner Alexander voted for John George, Robert Poitier, Steve Weaver, Charlie Hayek and Al Bernetti.
Commissioner Johnson voted for Charlie Hayek, Tim O'Connell, Robert Poitier, John George and Steve Weaver.
Commissioner Perona voted for Al Bernetti, Charlie Hayek, Tim O'Connell, John George and Robert Poitier.
Commissioner Sessions voted for Steve Weaver, Robert Poitier, Al Bernetti, John George and Tim O'Connell.
Mayor Hudson voted for Timothy O'Connell, Charlie Hayek, John George, Robert Poitier and Michael Broderick.

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 APPOINTMENT/ REAPPOINTMENT OF MEMBERS TO THE CITY PLANNING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Charlie Hayek will be reappointed, John George will be reappointed, Robert Poiter will be reappointed and Timothy O'Connell will be reappointed. Al Bernetti will be reappointed as an alternate.

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

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

Passed

c. Resolution 17-R07 Certifying Appointments/Reappointments to the Board of Adjustment following a vote.

Ballots were distributed by Linda Cox, City Clerk.

Commissioner Alexander voted for Joyce Calvert, Bill Nunn and Rebecca Isaac.
Commissioner Johnson voted for Joyce Calvert, Bill Nunn and Rebecca Isaac.
Commissioner Perona voted for Bill Nunn, Joyce Calvert and Rebecca Isaac.

Commissioner Sessions voted for Joyce Calvert, Bill Nunn and Rebecca Isaac.
Mayor Hudson voted for Joyce Calvert, Bill Nunn and Rebecca Isaac.

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 APPOINTMENT /REAPPOINTMENT OF MEMBERS TO THE BOARD.

Joyce Calvert will be reappointment, Bill Nunn will be reappointed and Rebecca Isaac will be appointed as alternate.

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

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

Passed

d. Resolution 17-R08 Appointing Joseph Hayek to the Communitywide Council.

Linda Cox, 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 APPOINTMENT OF MEMBERS TO THE COMMUNITYWIDE COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

This item requires no vote because there was only one application. Joseph Hayek will be appointed.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve item **13d.**

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

Passed

e. Appointment/Reappointment to the Construction Board of Adjustments and Appeals - This will come back at the next meeting in the form of a resolution and vote.

f. Consider issuing a Letter of Support for the UDT - SEAL Museum in their efforts to secure $500,000.00 in state funding for a 20,000 square foot expansion of the museum.

Mayor Hudson stated that this is a part of the County's legislative priorities and asked by the museum for support.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to issue a Letter of Support for the UDT - Seal Museum.

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

Passed

14. COMMENTS FROM THE PUBLIC

Doretha Hair Trusdell
Betty Bradwell
Mario Wilcox

15. COMMENTS FROM THE CITY MANAGER

Nicholas Mimms, City Manager, stated that the Highwaymen festival was wonderful and every year shall get better and better. Lincoln Park Academy and Fort Pierce Central are the top two schools in the Treasure Coast. Indian Hills Recreation Area Grand Opening/Ribbon Cutting on February 23 at 1:30 PM; another successful project. Strategic Planning session continuance will be on February 28. In order to preserve the revenue from the Gas Tax, he will make sure that Fort Pierce is a part of the discussion.

Jim Messer, City Attorney, spoke about Quasi-Judicial cases in reference to short term rental complexities and possibly creating an ordinance to outline conditions.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander announced that he is feeling better and wishes he didn't miss the Highwaymen Festival over the weekend.

Commissioner Johnson mentioned the Town Hall meeting on Feb 24 at 1 PM with Congressman Brian Mast at the Fenn Center. There will be discussion on local and state issues.

Commissioner Sessions complimented the Highwaymen event and loves the history of Fort Pierce. He is proud to hear the high school graduation rates.

Commissioner Perona thanked Nicholas Mimms for participating in the South Beach Association meeting. There needs to be enforcement/signage regarding golf carts on the island as well as public education.

Mayor Hudson said that the Highwaymen Festival was fantastic and thanked the City staff for volunteering their time. Career Source and Veterans' Affairs put on an event for homeless veterans at the Riverwalk Center which was well attended.

17. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 10:13 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **6.a.**

Meeting Date: 03/06/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

American Red Cross Month proclamation being received by American Red Cross volunteers.

Attachments

American Red Cross Month 2017

Form Review

Form Started By: Caleta Scott Started On: 02/23/2017 10:27 AM

Final Approval Date: 02/23/2017

WHEREAS, In Fort Pierce, we have a long history of helping our neighbors in need. American Red Cross Month is a special time to recognize and thank our heroes – those Red Cross volunteers and donors who give of their time and resources to help community members; and

WHEREAS, these heroes help families find shelter after a home fire. They give blood to help trauma victims and cancer patients. They deliver comfort items to military members in the hospital. They use their lifesaving skills to save someone from heart attack, drowning or choking. They enable children around the globe to be vaccinated against measles and rubella; and

WHEREAS, the American Red Cross depends on local heroes to deliver help and hope during a disaster. We applaud our heroes here in Fort Pierce who give of themselves to assist their neighbors when they need a helping hand; and

WHEREAS, across the country and around the world, the American Red Cross responds to disasters big and small. In fact, every eight minutes the organization responds to a community disaster, providing shelter, food, emotional support and other necessities to those affected. It collects nearly 40 percent of the nation's blood supply, provides 24-hour support to military members, veterans and their families, teaches millions lifesaving skills and connects family members separated by crisis, conflict or migration; and

WHEREAS, We dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time and money to fulfill its humanitarian mission.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim March 2017, as:

"American Red Cross Month"

and urge all citizens to support this organization and its noble humanitarian mission.

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 6th day of March, 2017.

MAYOR/COMMISSIONER

City Commission Regular Meeting **7.a.**

Meeting Date: 03/06/2017

Re: Email from Scott Smith

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Scott Smith, Director of Career Development, Virginia College, expressing his appreciation of the hard work and great job of transforming the City into a 'happening' place.

Attachments

Email from Scott Smith

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 01:12 PM

Form Started By: Jennifer Robinson Started On: 02/17/2017 02:51 PM

Final Approval Date: 03/01/2017

To: Jennifer D Robinson/cfp@cfp,
Cc: Linda Cox/cfp@cfp, Linda Hudson/cfp@cfp,
Bcc:
Subject: Fw: Great
From: Nicholas Mimms/cfp - Monday 02/13/2017 04:28 PM

History: This message has been replied to.

To: "nmimms@city-ftpierce.com" <nmimms@city-ftpierce.com>, "Linda Hudson - City of Fort Pierce (lhudson@city-ftpierce.com)" <lhudson@city-ftpierce.com>, "shelms@city-ftpierce.com" <shelms@city-ftpierce.com>, "lcox@city-ftpierce.com" <lcox@city-ftpierce.com>
From: Scott Smith <scott.smith@vc.edu>
Date: 02/13/2017 02:23PM
Cc: Terissa Aronson <director@stluciechamber.org>, Loretta Millan <salespsl@stluciechamber.org>, Candy Marlow <cmarlow@youredc.com>
Subject: Great

Hi All,

I wanted to share with you the fantastic time some friends and I had this Saturday evening in downtown Fort Pierce and wanted to congratulate you all on the great job of transforming the city into such a 'happening' place!

All the positive changes and new developments seemed to come to fruition Saturday and all of us were so impressed with how vibrant and lively the inlet and downtown areas have become. We started at the inlet area around sunset for drinks, had food at Archie's and then made our way to the Bryan Jackson Music Festival. It was fantastic to see everything so busy and people enjoying themselves and spending money at our local businesses (it seemed much busier than normal).

The music festival was outstanding and well organized and we all felt the city did a great job cordoning off the downtown area. People of all ages were having a blast and we overhead lots of folks commenting how much livelier and 'hip' Fort Pierce has become. The new Sailfish Brewery patio was a big hit as well as 2nd Street Bistro and we noticed another new live music venue that was packed as well.

I lived in Delray when it converted from a dead, crime ridden area to the happening 'place to be' and there was a time when you felt it turned the corner and exploded with success. I feel like Fort Pierce has truly turned that corner now and all your efforts are paying off in a synergistic way. I think it is only going to get better form here and my bet is a lot of folks will start moving to the downtown area and beaches. One of my siblings lives in Austin, Texas a city famous for great culture, nightlife and music and I can honestly say Fort Pierce felt as fun as Austin this Saturday night.

In my experience, the recipe for success in Delray was hosting lots of regular festivals/events of all variety so people keep coming (monthly, some day--some night) and Fort Peirce is doing a great job with this. I hope it continues!

A couple suggestions I might make would be to increase the police visibility just a bit more so people know the police are there and where they are if there was an emergency (I only noticed one patrol car). I am sure there were many officers working the area, but I think it is helpful to have them leave strobe lights on so they are more easily noticed. It may give some residents more comfort to venture out at night if they feel very safe.

It would be fantastic to consider a free nighttime trolley circuit to run to hit the bar/restaurant circuit downtown and to the inlet area and make it very prominent (ring a bell so you hear it coming to jump on). I was not aware Fort Pierce even had a trolley until someone mentioned it to me today.

Lastly, it might generate more visitors to promote festivals on portable construction billboards on our major roadways to remind tourists and locals of an upcoming event and create more buzz.

For the future, I hope the City might consider hosting more large music festivals (i.e. even an electronic festival to attract the younger crowd). These festivals get national attention and draw big crowds and it may open up the door to new generations of tourists to experience our area.

One last idea I wish our local officials would consider is to develop our area into an ATV friendly destination by developing public trails. There are very few places to ride ATV's in Florida (mainly Ocala area) and this area could generate significant economy to this area. It would add to the area's amenities and I believe could get millions of Floridians to come to our area if developed properly.

I have an ATV and travel for vacation to states like Tennessee and Virginia who cater more to this. Tennessee (Gatlinburg area) even allows ATV's under certain rules/conditions to use public roads to access downtown restaurants. It would be nice to see this in our area.

In any event, I just wanted you to know your hard work is noticed and appreciated!

Scott

Scott Smith
Director of Career Development

Virginia College in Ft. Pierce
2810 South Federal Highway
Fort Pierce, FL 34982

cell 772.882.8262 | direct 772.448.2053 | fax 772.448.2099
scott.smith@vc.edu | www.vc.edu | Facebook | Twitter | YouTube

Confidentiality Notice: This message is confidential and intended for the individual(s) named. If you are not that individual, do not disseminate, distribute or copy this email. If you believe you have received this message in error, please contact the sender immediately and delete this message.

City Commission Regular Meeting **7.b.**

Meeting Date: 03/06/2017

Re: Email from Highwaymen A J Brown

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Highwaymen A J Brown thanking Libby Woodruff, Urban Redevelopment Manager, and the City of Fort Pierce for the "smashing success" of the 2nd Annual Highwaymen Art Show, which was a prime example of progress.

Attachments

From Highwaymen A J Brown

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 09:14 AM

Form Started By: Jennifer Robinson Started On: 02/28/2017 09:32 AM

Final Approval Date: 03/01/2017

To: Jennifer D Robinson/cfp@cfp,
Cc: Elizabeth Woodruff/cfp@cfp, Kaitlyn Ballard/cfp@cfp,
Bcc:
Subject: Fw: Highwaymen A J Brown
From: Nicholas Mimms/cfp - Tuesday 02/21/2017 10:36 AM

Angela Brown ---02/20/2017 08:37:36 PM--- Good Evening Libby Wooddruff,
A PRIME EXAMPLE OF PROGESS!

From: Angela Brown <ajbartist@yahoo.com>
To: Elizabeth Woodruff <ewoodruff@city-ftpierce.com>
Date: 02/20/2017 08:37 PM
Subject: Highwaymen A J Brown

Good Evening Libby Wooddruff,

A PRIME EXAMPLE OF PROGESS!

The City of Fort Pierce presented the 2nd Annual Highwaymen Art Show.
"All" the Highwaymen were invited, included and attended, Originals and 2nd Generation our small group, were one group, once again.

Everyone were advertised, a nice big write up in the newspapers, a must read!

The people won! They came from surrounding areas, given the opportunity to meet and speak with the history makers themselves, purchased from both generations.

Heard first hand accounts of our lives, our stories, matched faces to names. History and education right in the
backyard of Fort Pierce. A rare chance, a missed opportunity, most Cities Hall's in Florida don't offer the people,
unaware of existing Highwaymen left out of history. Fort Pierce has a historic presence, most Cities can only wish for.

A E Backus Museum was included in the event, once held annual events for both generations. This is the way it was! The way it use to be! The way it should Be!

It is a lost to the State of Florida, to not acknowledge "both generations" to our future generations and the world.

The event was a smashing success!!!!!

Thank you,
Libby and the City of Fort Pierce

Respectfully yours,

Highwaymen A J Brown

City Commission Regular Meeting **7.c.**

Meeting Date: 03/06/2017

Re: Letter from Kathy McDonal

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Kathy McDonald, President, Sebastian Area Historical Society Inc., thanking Libby Woodruff for her wonderful presentation of "The Florida Highwayman Artists".

The Society appreciates Libby's generosity and willingness to share her knowledge and stated she did a fantastic job and everyone had a delightful time.

Attachments

Letter from Kathy McDonald

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 09:16 AM
City Manager	Jennifer Robinson	03/01/2017 09:54 AM

Form Started By: Kaitlyn Ballard Started On: 02/23/2017 08:25 AM

Final Approval Date: 03/01/2017

Sebastian Area Historical Society, Inc.

P. O. Box 781348, Sebastian, Florida 32978-1348

February 16, 2017

Libby Woodruff, Manager
Urban Redevelopment
City of Fort Pierce
100 North U.S. One
Fort Pierce, FL 34950

Dear Libby,

Thank you so much for your wonderful presentation of "The Florida Highwaymen Artists" last evening. Your knowledge and personal reflections on the Highwaymen and the Trail was exactly what the audience came to hear. Everyone had such a delightful time! You did a fantastic job and the Society is so very grateful.

The Society appreciates your generosity and willingness to give this presentation and share your knowledge with the people of the Sebastian Area. It's vital that we continue working to preserve the history of this area so that all can remember the times gone by.

Thanks again.

Sincerely,

Kathy McDonald

Kathy McDonald, President

RECEIVED
TIME_____

FEB 22 2017

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

City Commission Regular Meeting **7.d.**

Meeting Date: 03/06/2017

Re: Letter from Boys and Girls Club,

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Boys and Girls Club, Youth of the Year Candidates and Committee thanking Michael Gillian for driving the trolley during their 2017 Youth of the Year Leadership Day.

They stated they cant wait to see Mr. Gillian again when they announce the Youth of the Year winner.

Attachments

Letter from Boys and Girls Club, Youth of the Year Candidates and Committee

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 09:16 AM
City Manager	Jennifer Robinson	03/01/2017 09:55 AM

Form Started By: Kaitlyn Ballard Started On: 02/24/2017 04:30 PM

Final Approval Date: 03/01/2017

BOYS & GIRLS CLUBS
OF ST. LUCIE COUNTY

YOUTH OF THE YEAR

CELEBRATION AND ANNUAL BOARD MEETING

presented by Ken & Aileen Pruitt

Lead ☆ Succeed ☆ Inspire

Thank You

What's the YoY program about?

The Youth of the Year journey starts with experiences to help our teens discover leadership potential and develop leadership abilities. Through fun, engaging activities, our Teens will develop skills essential for leadership in the 21st century.

Youth who embody excellence in the areas of academics, character and citizenship and healthy lifestyles are recognized at the local, state, regional and national level. One exceptional teen is then selected to be National Youth of the Year, serving as an ambassador for Boys & Girls Clubs youth as well as a voice for the nation's young people.

A candidate for Youth of the Year means they'll go through an application process, participate in an informal interview, write a series of essays and present a speech to a judging panel. Throughout the process, they'll have mentors to help complete the application and prepare for the final judging and selection – where they'll learn even more about their own leadership ability and potential.

Our Mission:

To enable all young people, especially those who need us most, to reach their full potential as caring, responsible and productive citizens.

Our Vision:

To providing a world class Club experience, assuring that success is within reach for every young person who walks through our doors, with Club members on track to graduate high school with a plan for the future, demonstrating good character and citizenship and living healthy lifestyles.



Aleshia Johnson, Jennifer Louis, Markia Jones & Resharrd Coleman

Dear Mr. Michael,

Thank you for driving the trolley during our 2017 Youth of the Year Leadership Day. We are so proud of Aleshia, Markia, Jennifer & Resharrd for their leadership and for representing Boys & Girls Clubs of St. Lucie County in such an inspiring way.

We can't wait to see you again at the Celebration on Feb 22 as we announce the Youth of the Year winner.

Sincerely,

The Youth of the Year Candidates & Committee

City Commission Regular Meeting **10.a.**

Meeting Date: 03/06/2017

Re: Grant Award for Small Business

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

SUBJECT:

Approve grant award for Geraldine Clark, for her business, HyShe Boutique and Furniture Consignment in the amount of $3,000, as an eligible recipient under the 2016-2017 CDBG Action Plan - Grant Award for Small Business.

SUMMARY:

Program Yr 2016-17 CDBG allocates funding for grants for small businesses that attend two (2) educational workshops. Ms. Clark attended workshops 8/16 & 11/16. Ms. Clark also attended workshops and received a small business grant for program year 2015-16.

RECOMMENDATION:

Approve grant award for Ms. Clark to purchase advertising for her business, HyShe Boutique Consignment.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Director, Planning Department

Fiscal Impact

Budgeted Y/N: y

Fiscal Year: 2016-2017

Account: 10390025548340

Amount: 3000.00

OTHER INFORMATION:

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

Attachments

HyShe Grant Application

HyShe Grant Contract

Form Review

Inbox	Reviewed By	Date

City Manager	Nick Mimms	03/01/2017 09:17 AM
Form Started By: Libby Woodruff		Started On: 02/16/2017 11:55 AM
Final Approval Date: 03/01/2017		

2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Hyshe Boutique consignment

Physical Address: 110 South US1 Fort Pierce Fla

Mailing Address: Same

Website Address: none

Contact Person: Geraldine Clark Title: Owner

Best Contact Telephone Number # 772-979-2332

Grant Amount Requested: $ 3,000

==========

Business Owner Signature: Geraldine Clark

Printed Name of Business Owner: Geraldine Clark

Owner Telephone Number: 772-979-2332 Email: hysheconsignment@gmail.com

==========

1. Please describe what would you like to purchase with the grant funds. ~~Advertisement~~ to help bring in more ~~customer~~ customers to buy ~~merchandise~~, Signage, Banner Radio, web side)

2. Please explain why you feel this purchase will help your business.

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.

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
HY'SHE BOUTIQUE CONSIGNMENT 110 SOUTH US HWY 1 FT PIERCE FL 34950	CLARK, GERALDINE

Business Location*: 110 S US HWY 1

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

Date Issued	Expiration Date	Control Number
January 31, 2017	September 30, 2017	0043656

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

BTR #	Classification	Restrictions
17-00025723	MERCHANT-NOT EXCEEDING $10,000	

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

Tax Amount	$23.88
New/Renewal Fee	$5.00
Penalty	$0.00
Total	$28.88

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

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

www.Sunbiz.org

Detail by Entity Name

Florida Profit Corporation

HYSHE BOUTIQUE & FURNITURE CONSIGNMENT INC.

Filing Information

Document Number	P16000034737
FEI/EIN Number	NONE
Date Filed	04/18/2016
Effective Date	04/16/2016
State	FL
Status	ACTIVE

Principal Address

110 S. US1
FORT PIERCE, FLORIDA 34950

Mailing Address

110 S. US1
FORT PIERCE, FLORIDA 34950

Registered Agent Name & Address

CLARK, GERALDINE
5800 MYRTLE DR.
FORT PIERCE, FL 34983

Officer/Director Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

04/18/2016 -- Domestic Profit View image in PDF format

2/13/17

Please accept this as my written verification that HyShe Consignment Boutique has less than 5 full time or part time employees.

Sincerely, Geraldine Clark

Geraldine Clark
Owner HyShe Boutique Consignment

Certificate of Completion

This Certificate is Presented to:

Geraldine Clark
(Attendee Name)

HyShe Boutique
(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

Certificate of Completion

This Certificate is Presented to:

Geraldine Clark — (Attendee Name)

HyShe Boutique — (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



Invoice

Federal EIN: 81-4597054

Bill To:

HY-SHE BOUTIQUE & FURNITURE
CONSIGNMENT INC
110 SOUTH US HIGHWAY 1
FORT PIERCE, FL 34950

Date:	**December 6, 2016**
Invoice #:	INV-2016-1206
Customer ID:	
Work Order #:	2016-1206
Quote Valid Through:	January 26, 2017

Description	Unit Price	QTY	Line Total
CREATIVE DESIGN & MARKETING SERVICES			
1. Platinum Website Package (e-Commerce/online store)	720.00	1	720.00
- Additional storage and Bandwidth	150.00	1	150.00
- Annual hosting fee & domain name	111.00	1	111.00
2. Vinyl Banner with Retractable Stand (31.5" x 78")	78.00	1	78.00
- includes carry bag and custom design			-
3. Vinyl Hanging Banner (includes custome design)	55.00	1	55.00
4. Full Color 4x6 Postcards (2-sided) QTY: 5,000	99.00	1	99.00
			-
			-
			-
			-
			-
			-
			-
			-
Payment Terms & Conditions:			-
Payment is due in full prior to commencement of services.			-
			-
			-

Subtotal	$	1,213.00
Sales Tax Rate	%	0.00
Sales Tax	$	-
Total Due	**$**	**1,213.00**

"Kingdom Excellence is the Standard We Live By"

Thank you for your business!

Should you have any questions concerning this invoice, please contact Customer Service at 1-888-657-3293

BELLA BOUTIQUE

3555 BAYSIDE LAKES BLVD

TO WHOM IT MAY CONCERN,

GERALD HAD PURCHASED BRIGHTON FIXTURES FROM OUR ESTABLISHMENT.

2 SILVER 5 SHELF DISPLAY

3PC GOLD TRIM JEWELRY DISPLAY

8' BRIGHTON PURSE DISPLAY

2 BRIGHTON JEWELRY SPINDLES

BRIGHTON ACCESSORIES

TOTAL PURCHASE PRICE OF $5,000. I HAVE RECEIVED A DOWN PAYMENT OF $1000.00 BALANCE OF $4000.00 IS DUE BY MONTHLY PAYMENTS OF $500.00 TILL BALANCE IS PAID IN FULL.

THANK YOU

ROBERT MARKS

772-453-0791

STANDARD RADIO COMMERCIAL CONTRACT

Commercial date: Feb 27, 2017

Company Hyshe Consignment Boutique

Advertiser's name Geraldine Clark

Phone number 772-464-7722

Address 110 South US 1 Ft Pierce FL 34950

I here by agree, Producer: Faith to Glory Ministries, will advertise my business for set fee below on Saturdays between the hours of 1:30pm and 2:00pm

One Month advertising cost $250.

Contracted for 3 months $ 600.00 you save $150.00

Commercial time span requirement: length of business card info.

All payments must be paid 2 weeks before air time.
Make all checks payable to; Faith To Glory ministries Inc.

Contract duration (one month)_____ (3mths.) ✓

Date: Feb 27 - may 27 2017

Advertiser Signature Geraldine Clark

Producer Signature Gn Clark

Administrative Director Signature Gn Clark

POLICY ON DONOR/UNDERWRITER ANNOUNCEMENTS

WJFP (FM) is licensed to BLACK MEDIA WORKS, INC. by the Federal Communications Commission as a noncommercial educational (NCE) radio station. As a NCE radio station **WJFP(FM)** is restricted in the type of announcements that acknowledge the support of its programming.
See Public Notice – In the Matter of Commission policy Concerning the Noncommercial Nature of Educational Broadcasting Stations FCC 86-161 (April 11, 1986) reprinted 7 FCC Rod 827 (1992).

WJFP (FM) is permitted to acknowledge its donors, underwriters and supporters on the air. However, such acknowledgments for for-profit entities or proprietors can only state the following:

Name of business
Address of business
Telephone number
Hours of operation
Value neutral, non comparative description of the products or services

WJFP (FM) **cannot** include in its acknowledgments any price information, call to action or encouragement of patronage nor comparative description of any product or service. Non-profit organizations may enjoy a more detailed acknowledgement.

By signing below Hershy Clark indicates that it has read and understands this policy and agrees to have its underwriter/donor announcement be consistent with the rules and regulations of the Federal Communications Commission. Donor can expect approximately _____ underwriter announcements to be aired based on the following schedule:

START DATE Jan 15, 2017

END DATE March 15, 2017

DAYS PER WEEK 7days/20

SPOT # _____

PROGRAMMING HOUR Peak Time

For WJFP:

Benita Jenkins

$ 480.00

For Donor:

Hy'She Boutique
Print Name

110 S. U.S 1.
Address

Ft. Pierce, Florida 34950
City State Zip

772-979-2332
Telephone Number

_____
Signature

WFLM 104.5 FM THE FLAME
HOT R&B HITS & OLDIES

Hy'She *Consignment Boutique*

FOR MARCH, APRIL AND MAY

YOU WILL RECEIVE:

☒ 30:15 SECONDS COMMERCIALS (BROAD ROTATOR (MONDAY-FRIDAY)6AM-7PM
Facebook Promotions

OR

☒ 18:30 SECONDS COMMERCIALS (BROAD ROTATOR (MONDAY-FRIDAY)6AM-7PM
Facebook Promotions



TOTAL MONTHLY INVESTMENT: $300

TOTAL 3 MONTH INVESTMENT:$900

CLIENT SIGNATURE _____ DATE _____

This station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2017**, 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 **HYSHE BOUTIQUE & FURNITURE CONSIGNMENT, INC.,** 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: **HYSHE BOUTIQUE & FURNITURE CONSIGNMENT, INC.**

By: _____
Geraldine Clark

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting **10.b.**

Meeting Date: 03/06/2017

Re: Grant Award for Small Business

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

---

SUBJECT:

Approve grant award for Andy Truong, owner of Pho 16 Vietnamese Cuisine in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan.

SUMMARY:

2016-17 CDBG allocates funding for small businesses that attend two educational workshops to improve capacity & sustainability. Mr. Truong attended workshops 11/16/16 & 2/15/17 & has applied for a grant to purchase a grease interceptor for Pho 16 Vietnamese Cuisine.

RECOMMENDATION:

Approve grant award for Mr. Truong to cover the costs of a grease interceptor for Pho 16 Vietnamese Cuisine.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Director, Planning Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2016-2017
Account:	10390025548340
Amount:	3000.00

OTHER INFORMATION:

This expenditure is an approved activity in the 2016-2017 CDBG Action Plan and will be reimbursed to the City via CDBG.

Attachments

Pho 16 Grant Application

Pho 16 Grant Contract

Form Review

Inbox	Reviewed By	Date

City Manager	Nick Mimms	03/01/2017 02:25 PM

Form Started By: Libby Woodruff
Started On: 02/24/2017 01:01 PM
Final Approval Date: 03/01/2017

Exhibit A

Phase I - 2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: PHO 16 VIETNAMESE CUISINE

Physical Address: 1009 SEAWAY DRIVE FT. PIERCE, FL. 34949

Mailing Address: SAME

Website Address: PHO16.COM

Contact Person: ANDY TRUONG Title: OWNER/PRESIDENT

Best Contact Telephone Number # ~~772 242 8065~~ CELL # ~~561 603 9566~~ 772-979-1300

Amount of Grant Requested: $ 3,000 00/100

GREGORY MULHERN

==========

Business Owner Signature: X [signature] FEB. 20, 2017

Printed Name of Business Owner: ANDY TRUONG

Owner Telephone Number: 561 603 9566 Email: TUANTRUONG.VN37@YAHOO.COM

==========

1. Please describe what would you like to purchase with the grant funds.

WORK ON GREASE TRAP INTERCEPTOR $2,565 00/100

EXTRA RESTAURANT COOKING EQUIPMENT AND SMALL WARES $435 00/100 (RESTAURANT DEPOT)

2. Please explain why you feel this purchase will help your business. SAVE $

AT A CRUCIAL TIME BECAUSE OF HEAVY INITIAL EXPENDITURES DUE TO THE OPENING OF A NEW RESTAURANT "RESTAURANT DEPOT"

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 registered with the Florida Division of Corporations.

c. Copies of "Certificates of Completion" from at least two (2) different Small Business Educational Workshops;

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.; and

e. Written Permission from the Property Owner - if you are applying for funding to update signage, paint, 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 (last page of this document).

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] Copies of "Certificates of Completion" from at least two (2) different Small Business Educational Workshops; and
  - [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.
  - [x] If you are looking at adding signage, new paint, 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.
- [x] The Grant Application must be 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:
PHO 16 1009 SEAWAY DR FT PIERCE FL 34949	PHO 16

Business Location*: 1009 SEAWAY DR

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

Date Issued	Expiration Date	Control Number
February 16, 2017	September 30, 2017	0046216

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

BTR #	Classification	Restrictions
17-00028751	CAFE/RESTAURANT-OVER 25 SEATS	

Tax Amount	$40.00
New/Renewal Fee	$47.80
Penalty	$0.00
Total	$87.80

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

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

Certificate of Completion

This Certificate is Presented to:

Greg Mulherin
(Attendee Name)

Pho 16 Vietnamese Restaurant
(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:

Greg Mulherin (Attendee Name)

Phoib Restaurant (Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Financial Recordkeeping for Small Business"

February 15, 2017

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY ·

Department of Urban Redevelopment

SCORE Workshop Instructor

In collaboration with:

SCORE

FOR THE LIFE OF YOUR BUSINESS

Detail by FEI/EIN Number

Florida Profit Corporation
MINH PHUONG II INC.

Filing Information

Document Number	P16000093029
FEI/EIN Number	81-4516975
Date Filed	11/21/2016
Effective Date	11/18/2016
State	FL
Status	ACTIVE

Principal Address

1009 SEAWAY DRIVE
FORT PIERCE, FL 34949

Changed: 02/22/2017

Mailing Address

2921 BELLAROSA CIR
ROYAL PALM BEACH, FL 33411

Registered Agent Name & Address

TRUONG, ANDY T
2921 BELLAROSA CIR
ROYAL PALM BEACH, FL 33411

Officer/Director Detail

Name & Address

Title P

TRUONG, ANDY T
2921 BELLAROSA CIR
ROYAL PALM BEACH, FL 33411

Annual Reports

No Annual Reports Filed

Document Images

11/21/2016 – Domestic Profit View image in PDF format

Reliable Septic & Services

Estimat

P.O. BOX 1116 PHONE (772) 562-4242
VERO BEACH, FL 32961 FAX (772) 567-7183
Email: reliableseptioffice@gmail.com
Website: reliableseptic.net

DATE:	ESTIMATE:
2/18/2017	74887

BILLING ADDRESS
ANDY T TRUONG 2921 BELLAROAS CIRCLE ROYAL PALM BEACH, FL 33411

JOB ADDRESS
MINH PHUONG INC. 1007 & 1009 SEAWAY DRIVE FT. PIERCE, FL 34949

JOB ADDRESS	CITY, STATE, ZIP	HOME #	Alt Phone #	DRIVER	REP
1007 & 1009 SEAWAY D...	FT. PIERCE, FL 34949	772-979-1300		GEORGE	HOLLY

Item	DESCRIPTION	QTY	RATE	Total
INSTALL	INSTALL INLET & OUTLET TEE & SWEEPS		2,565.00	2,565.0
INSTALL	INSTALL STAINLESS STEEL STRAPS AND HARDWARE			
INSTALL	INSTALL INFLUENT AND EFFLUENT CLEAN OUTS			
INSTALL	INSTALL LOAD BEARING RINGS ON CLEAN OUTS			
INSTALL	INSTALL COVERS MARKED, GREASE ON THE RISER			
REMOVE	REMOVE ROOT FROM TANK, PATCH TANK WITH CONCRETE			
	IF APPROVED, PLEASE & RETURN			

Proposal is contingent upon the approval of your Application by the County Health Department. Repair systems may require sod; if sod is not included in your job you must have sod installed within 14 calendar days. We are not responsible for damage to underground utilities, sprinkler, sod, driveways, trees and fence. Non-refundable deposit is required before applying for your permit.

50% DEPOSIT REQUIRED

Total $2,565.00

WE WILL NOTIFY YOU FOR YOUR DISCOUNTED 2 YEAR MAINTENANCE SEPTIC PUMP OUT!

SIGNATURE _____

TO BETTER UNDERSTAND YOUR SYSTEM GO TO:
www.reliableseptic.net

Saucier Realty LLC
8351 Chinaberry Road
Vero Beach, Florida 32963
(772) 643-3095

February 17, 2017

To Whom it May Concern,

This letter is to confirm that Andy T. Ttuong of Minh Phuong Inc.,DBA Pho 16 has permission to take the proper steps to make the repairs and the connections to the grease interceptor servicing 1007 and 1009 Seaway Drive.

Feel free to contact me with any questions that pertain to this matter.

Sincerely,

Brian F. Saucier
Managing Director

FORT PIERCE UTILITIES AUTHORITY
GREASE INTERCEPTOR SPECIFICATION APPROVAL SHEET

Both pages of this form must be returned to Fort Pierce Utilities Authority (FPUA) with shop drawing and specification sheets before any permit will be issued by the City of Fort Pierce.

(TO BE COMPLETED BY CUSTOMER)

DATE: 2/20/2017

CUSTOMERS NAME: ANDY T. TRUONG

BUSINESS NAME: PHO 16 CORP. MIAMI PHO 16 II INC

BUSINESS ADDRESS: 1009 Seaway Dr. Ft. Pierce, FL 34949

CUSTOMERS PHONE NO. 561-603-9566

CUSTOMERS SIGNATURE: X

(TO BE COMPLETED BY LICENSED PLUMBER)

DATE: 2-20-17

PLUMBERS NAME: Craig Mobley LIBENCE NO. RF0047100

BUSINESS NAME: Southern Plumbing INC

BUSINESS ADDRESS: 4069 43rd Ave, Vero Beach 32960

PHONE NO. 772-564-0980

PLUMBERS SIGNATURE:

IS INTERCEPTOR IN TRAFFIC AREA? NO ASPHAULT_____ CONCRETE_____

INTERCEPTOR SIZE 1200

THE REQUIREMENTS BELOW MUST BE FOLLOWED FOR ALL GREASE INTERCEPTOR INTALLATIONS.

1. SHOP DRAWINGS SHOWING THE INSTALLATION OF THE GREASE INTERCEPTOR AND PLUMBING ALONG WITH SPECIFICATION SHEETS SHOWING ALL MATERIALS USED IN THE INSTALLTION OF THE GREASE INTERCEPTOR MUST BE INCLUDED WITH THIS FORM AND DELIVERED TO THE INDUSTRIAL PRETREATMENT PROGRAM SUPERVISOR, AT HRIVERA@FPUA.COM OR 603 Seaway Drive, Fort Pierce, FL. 34949
2. PLUMBING PERMIT IS REQUIRED FOR ALL PLUMBING WORK ON GREASE Interceptors, REGARDLESS HOW SMALL OF A PROJECT. NO CONSTRUCTION ALLOWED WITHOUT PERMIT.
3. PERMITS WILL NOT BE ISSUED BY THE CITY UNTIL SHOP DRAWINGS AND SPECIFICATION SHEET HAVE BEEN APPROVED BY FPUA.
4. PERMIT CARD MUST BE ON SITE DURING INSPECTION OF GREASE TRAP INSTALLATION
5. THE CITY OF FORT PIERCE WILL NOT INSPECT AND APPROVE ANY INSTALLTION UNTIL FPUA SIGNS THE PERMIT CARD AS SATISFACTORY.
6. NO GREASE INTERCEPTOR SHALL BE PUT INTO SERVICE UNTIL APPROVED BY BOTH FPUA AND THE CITY OF FORT PIERCE.

Please contact (772) 466-1600 extension 5511 for questions related to this notice

DIVISION OF CORPORATIONS

Sunbiz.org Division of CORPORATIONS an official State of Florida website

Detail by Entity Name

PHO 16 RESTAURANT

Florida Profit Corporation
MINH PHUONG II INC.

Filing Information

Document Number	P16000093029
FEI/EIN Number	NONE → 81-4516975
Date Filed	11/21/2016
Effective Date	11/18/2016
State	FL
Status	ACTIVE

Principal Address

2921 BELLAROSA CIR
ROYAL PALM BEACH, FL 33411

Mailing Address

2921 BELLAROSA CIR
ROYAL PALM BEACH, FL 33411

Registered Agent Name & Address

TRUONG, ANDY T
2921 BELLAROSA CIR
ROYAL PALM BEACH, FL 33411

Officer/Director Detail

Name & Address

Title P

TRUONG, ANDY T
2921 BELLAROSA CIR
ROYAL PALM BEACH, FL 33411

Annual Reports

No Annual Reports Filed

Document Images

11/21/2016 – Domestic Profit View image in PDF format

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2017**, 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 **PHO 16 VIETNAMESE CUISINE,** 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 2016-2017 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 $5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of $5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than $5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is $5,000 or more, disposition instructions should be requested from HUD. 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: **PHO 16 VIETNAMESE CUISINE**

By: _____
Andy Truong

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting **10.c.**

Meeting Date: 03/06/2017

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for William & Johnson, Inc., owner of Jackson Hewitt Tax Service in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business

SUMMARY:

2016-17 CDBG allocates funds for small businesses that attend 2 educational workshops for items to improve capacity & sustainability. Reps from William & Johnson, Inc. attended workshops 11/18/15 & 8/18/16 & have applied for a grant to purchase equipment for their business.

RECOMMENDATION:

Approve Small Business grant award for Jackson Hewitt Tax Service.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Director, Planning Department

Fiscal Impact

Budgeted Y/N: y

Fiscal Year: 2016-2017

Account: 10390025548410

Amount: 3000.00

OTHER INFORMATION:

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

Attachments

Jackson Hewitt Grant App

Jackson Hewitt Grant Contract

Form Review

Inbox	Reviewed By	Date

City Manager	Libby Woodruff	02/27/2017 01:25 PM
City Manager	Nick Mimms	03/01/2017 02:26 PM

Form Started By: Libby Woodruff Started On: 02/17/2017 11:02 AM

Final Approval Date: 03/01/2017

2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Jackson Hewitt Tax Service

Physical Address: 1527 Avenue D

Mailing Address: Same

Website Address: _____

Contact Person: Malinda Porter Hall Title: General Manager

Best Contact Telephone Number # _____

Grant Amount Requested: $ 3000 ~~00~~

==========

Business Owner Signature: AL Johnson

Printed Name of Business Owner: AL Johnson

Owner Telephone Number: 772-672-8121 Email: mporterhall@aol.com

==========

1. Please describe what would you like to purchase with the grant funds.

New furniture, office equipment, paint, office improvements

2. Please explain why you feel this purchase will help your business.

Office appearance is important

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 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; and

f. 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.

Certificate of Completion

This Certificate is Presented to:

Malinda Porter Hall

(Attendee Name)

(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, FLA. THE SUNRISE CITY

SCORE Workshop Instructor

In collaboration with:

SCORE™

FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Malinda Porterhall
(Attendee Name)

Jackson Hewitt Tax Office
(Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Small Business Tax Issues"

November 18, 2015

An economic development initiative funded by:

FORT PIERCE THE SUNRISE CITY

John Haslor
SCORE Workshop Instructor

In collaboration with:

SCORE™
FOR THE LIFE OF YOUR BUSINESS

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
JACKSON HEWITT TAX SERVICE 2057 S US HWY 1 FT PIERCE FL 34950	WILLIAM & JOHNSON INC

Business Location*: 1527 AVENUE D

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

Date Issued	Expiration Date	Control Number
February 17, 2017	September 30, 2017	0042867

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

BTR #	Classification	Restrictions
17-00025933	INCOME TAX SERVICES	
17-00025934	BOOKKEEPING SERVICE	

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

Tax Amount	$191.01
New/Renewal Fee	$10.00
Penalty	$0.00
Total	$201.01

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

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
WILLIAM & JOHNSON INC.

Filing Information

Document Number	P99000093868
FEI/EIN Number	65-0967241
Date Filed	10/25/1999
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/23/2015

Principal Address

2057 S U S 1
AL JOHNSON
FORT PIERCE, FL 34950

Changed: 04/25/2011

Mailing Address

2057 S U S 1
AL JOHNSON
FORT PIERCE, FL 34950

Changed: 04/25/2011

Registered Agent Name & Address

JOHNSON, AL
2057 S US1
AL JOHNSON
FT. PIERCE, FL 34950

Name Changed: 12/23/2015

Address Changed: 04/25/2011

Officer/Director Detail

Name & Address

Title PRE

JOHNSON, ALFONSO
1127 FOREST HILL COVE

1127 FOREST HILL COVE
PORT ST. LUCIE, FL 34986

Title TRE

JOHNSON, TIFFANY
1127 FOREST HILL COVE
PORT ST. LUCIE, FL 34986

Title SEC

JOHNSON, YVONNE
1127 SW FORESTHILL COVE
PT. ST. LUCIE, FL 34986

Annual Reports

Report Year	Filed Date
2014	04/30/2014
2015	12/23/2015
2016	03/02/2016

Document Images

03/02/2016 -- ANNUAL REPORT	View image in PDF format
12/23/2015 -- REINSTATEMENT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
04/25/2011 -- ANNUAL REPORT	View image in PDF format
04/16/2010 -- ANNUAL REPORT	View image in PDF format
01/17/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
03/04/2008 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- ANNUAL REPORT	View image in PDF format
04/26/2007 -- ANNUAL REPORT	View image in PDF format
04/18/2006 -- ANNUAL REPORT	View image in PDF format
04/24/2005 -- ANNUAL REPORT	View image in PDF format
12/29/2004 -- Amendment	View image in PDF format
02/16/2004 -- ANNUAL REPORT	View image in PDF format
02/05/2003 -- ANNUAL REPORT	View image in PDF format
03/13/2002 -- ANNUAL REPORT	View image in PDF format
02/07/2001 -- ANNUAL REPORT	View image in PDF format
10/12/2000 -- REINSTATEMENT	View image in PDF format
08/28/2000 -- Amendment	View image in PDF format
01/18/2000 -- Amendment and Name Change	View image in PDF format
10/25/1999 -- Domestic Profit	View image in PDF format

December 27, 2016

Adams and Adams
1529 Avenue D
Fort Pierce, FL 34950

Malinda Porter Hall (Jackson Hewitt Tax Service) located in my building. Address 1527 Avenue D, total employees three (3). She is allowed to make the changes needed for improvements.

Sincerely,

Adams

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2017**, 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 **WILLIAM & JOHNSON, INC. D/B/A JACKSON HEWITT TAX SERVICE,** 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 $5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of $5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than $5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is $5,000 or more, disposition instructions should be requested from HUD.

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: **WILLIAM & JOHNSON, INC. D/B/A JACKSON HEWITT TAX SERVICE**

By: _____
Alfonso Johnson

Print: _____

Title: **President**

Today's Date: _____

City Commission Regular Meeting **10.d.**

Meeting Date: 03/06/2017

Re: Grant Award for Small Business

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

SUBJECT:

Approve grant award for Harriet Staley, owner of E&H Handyman Services in the amount of $3,000 as an elible recipient under the 2016-17 CDBG Grant Award for Small Business.

SUMMARY:

2016-17 CDBG Action Plan allocates funding for small businesses that attend two (2) educational workshops to purchase items to improve capacity and sustainability. Ms. Staley attended workshops 11/16/16 and 2/15/17 and has applied for a grant to purchase equipment for her business.

RECOMMENDATION:

Approve grant award for Ms. Staley to purchase equipment for D&H Handyman Services.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Director, Planning Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2016-2017

Account: 10390025548410

Amount: 3000.00

OTHER INFORMATION:

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

Attachments

E&H Grant Application

E&H Grant Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Libby Woodruff	02/27/2017 01:16 PM

City Manager	Nick Mimms	03/01/2017 02:26 PM

Form Started By: Libby Woodruff
Started On: 02/21/2017 05:07 PM
Final Approval Date: 03/01/2017

EXHIBIT A

2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: E + H Handyman Services

Physical Address: 2826 Stoneway Lane #B

Mailing Address: Same as above

Website Address: N/A

Contact Person: Harriet Staley Title: Co-Owner

Best Contact Telephone Number # 772-267-1900

Grant Amount Requested: $ 3000—

==========

Business Owner Signature: Harriet Staley

Printed Name of Business Owner: Harriet Staley

Owner Telephone Number: 772-267-1900 Email: mizhgordon@yahoo.com

==========

1. Please describe what would you like to purchase with the grant funds. Equipment to make the job more easier and efficient and feasible for other jobs. (lawnmower - blower - pressure washer, trailer

2. Please explain why you feel this purchase will help your business. cost of Overhead will be compensate if we can get new equipment, that's desperately needed by this grant.

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.

CITY OF FORT PIERCE
BUSINESS TAX RECEIPT

No. 14-00025661
14-00025660

2013 - 2014

100 N. U.S. # 1 - Fort Pierce, FL - 34950
772-467-3000

BUSINESS NAME: E & H HANDYMAN SERVICES : STALEY, EARNEST R. (PRINCIPAL)

MAILING ADDRESS: 2826 STONEWAY LN B LOCATION: 2826 STONEWAY LN B

FT PIERCE FL 34982 PHONE: 834-9212

may hereby engage in the following business, profession or occupation.

CLASSIFICATION: 183 LAWN SERVICE AND CARE.
110 HANDYMAN-REPAIRS NOT REQUIRING A PERMIT
HOME OCCUPATION. MUST COMPLY SEC 22-63
A/C FILTER, CHANGING LITE BULBS, CLEAN
GUTTERS, CONSTRUCTION CLEANING, HAUL
DEBRIS TO LANDFILL, INSTALL LOCKS, MINOR
DOOR REPAIR & LAWN CARE

IN THE CITY OF FORT PIERCE, FLA. FOR THE PERIOD BEGINNING ON THE 1ST DAY OF OCTOBER AND ENDING SEPTEMBER 30.

ISSUED JANUARY 10 2014

Linda W Cox (SEAL) CITY CLERK

This Receipt becomes null and void if business name, classification, ownership or address is changed.

I understand and agree that issuance of a Business Tax Receipt **does not** allow occupancy, nor exempt the possessor from compliance with any City Code or Ordinance. Receipt may be revoked in accordance with Section 9-29.

TAX AMOUNT	$ 146.53
NEW / RENEWAL FEE	$ 10.00
PENALTY	$ 36.38
TOTAL	$ 191.91

THIS RECEIPT MUST BE PROMPTLY POSTED FOR PUBLIC VIEW

CITY OF FORT PIERCE
BUSINESS TAX RECEIPT

No. 16-00025660

2015 - 2016

100 N. U.S. # 1 - Fort Pierce, FL - 34950
772-467-3000

BUSINESS NAME: E & H HANDYMAN SERVICES : STALEY, EARNEST R. (PRINCIPAL)

MAILING ADDRESS: 2826 STONEWAY LN B LOCATION: 2826 STONEWAY LN B

FT PIERCE FL 34982 PHONE: 834-9212

may hereby engage in the following business, profession or occupation.

CLASSIFICATION: 110 HANDYMAN-REPAIRS NOT REQUIRING A PERMIT

IN THE CITY OF FORT PIERCE, FLA. FOR THE PERIOD BEGINNING ON THE 1ST DAY OF OCTOBER AND ENDING SEPTEMBER 30.

ISSUED SEPTEMBER 24 2015

Linda W Cox (SEAL) CITY CLERK

This Receipt becomes null and void if business name, classification, ownership or address is changed.

I understand and agree that issuance of a Business Tax Receipt **does not** allow occupancy, nor exempt the possessor from compliance with any City Code or Ordinance. Receipt may be revoked in accordance with Section 9-29.

TAX AMOUNT	$ 63.67
NEW / RENEWAL FEE	$ 5.00
PENALTY	$ .00
TOTAL	$ 68.67

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
E & H HANDYMAN SERVICES 2826 STONEWAY LN B FT PIERCE FL 34982	STALEY, EARNEST R.

Business Location*: 2826 STONEWAY LN B

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

Date Issued	Expiration Date	Control Number
February 21, 2017	September 30, 2017	0043601

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

BTR #	Classification	Restrictions
17-00025660	HANDYMAN-REPAIRS NOT REQUIRING A PERMIT	HOME OCCUPATION - MUST COMPLY SEC 22-63

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

Tax Amount	$63.67
New/Renewal Fee	$5.00
Penalty	$0.00
Total	$68.67

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

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2016 - 2017

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #1 Receipt #1015478

Type of business 7310 REPAIR SERVICE (Handyman) Expires SEPTEMBER 30, 2017

DBA name

Business E & H Handyman Services

Mailing address: E & H Handyman Services
2826 Stoneway Lane Apt B
Fort Pierce, FL 34982

Business location: 2826 Stoneway Lane Apt B
Fort Pierce, FL 34982

RENEWAL

City of Fort Pierce

Original tax:	$15.10		
Penalty:			
Collection cost:			
Total:	$15.10	Paid 08/30/2016 15.10	0025-20160830-020150

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

E & H Handyman Services
2826 Stoneway Lane Apt B
Fort Pierce, FL 34982

Fictitious Name Search

No Filing History

Submit

Fictitious Name Detail

Fictitious Name

E & H HANDYMAN SERVICES

Filing Information

Registration Number	G13000028397
Status	ACTIVE
Filed Date	03/22/2013
Expiration Date	12/31/2018
Current Owners	2
County	ST. LUCIE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

2826 STONEWAY LANE
APT B
FORT PIERCE, FL 34982

Owner Information

STALEY, HARRIET GORDON
2826 STONEWAY LANE APT B
FORT PIERCE, FL 34982
FEI/EIN Number: NONE
Document Number: NONE

STALEY, EARNEST RAY
2826 STONEWAY LANE APT B
FORT PIERCE, FL 34982
FEI/EIN Number: NONE
Document Number: NONE

Document Images

View image in PDF format

Fictitious Name Search

No Filing History

Submit

FROM: E & H HANDYMAN SERVICES

2826 STONEWAY LANE APT B

FORT PIERCE, FL 34982

TO: CITY OF FORT PIERCE

100 NORTH U.S. HIGHWAY 1

FORT PIERCE, FL 34950

Date: February 21, 2017

TO WHOM IT MAY CONCERN:

This letter is per your to state that our small business E & H Handyman Services, has only 2 employees and that is my wife Harriet Gordon Staley and myself Earnest Ray Staley.

If and when other help is needed we subcontract for those jobs providing they have their own insurance and other documents needed.

If you have any questions please feel free to contact me at 772-834-9212 or my wife at 772-267-1900.

Thank you sincerely,

Earnest R. Staley

Earnest R Staley

Owner

FROM: E & H HANDYMAN SERVICES

2826 STONEWAY LANE APT B

FORT PIERCE, FL 34982

TO: CITY OF FORT PIERCE

100 NORTH U.S. HIGHWAY 1

FORT PIERCE, FL 34950

Date: February 21, 2017

TO WHOM IT MAY CONCERN:

This letter is per your request to state that E & H Handyman Services, is NOT under a nuisance abatement investigation and/or Code Enforcement action.

If you have any questions please feel free to contact me at 772-834-9212 or my wife at 772-267-1900.

Thank you sincerely,

Earnest R Staley

Earnest R Staley

Owner

Certificate of Completion

This Certificate is Presented to:

Harriet Staley
(Attendee Name)

E+H Handyman Services
(Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Financial Recordkeeping for Small Business"

February 15, 2017

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY ·

Department of Urban Redevelopment

SCORE Workshop Instructor

In collaboration with:

SCORE

FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Harriet Staley — (Attendee Name)

E+H Handyman — (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

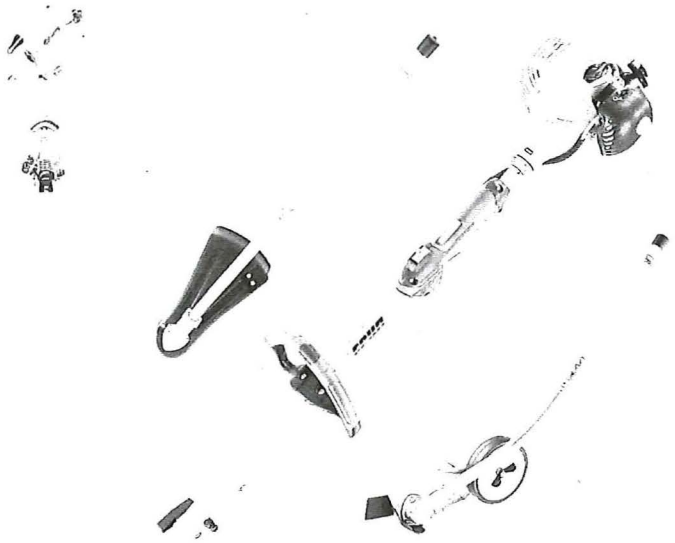
In collaboration with:

SCORE™

FOR THE LIFE OF YOUR BUSINESS

/ / / /

Model # PAS-225VP Internet #202064228



ECHO

17 in. 21.2 cc Gas PAS Trimmer and Edger Kit

(202)

- Trimmer and edger feature an anti-vibration design
- Accommodates up to 12 attachments
- Has an easy start and superior operation

$299.00 /each

LET'S THIS.
Add a 2-year Home Depot Protection Plan for **$50.00**

Quantity - 1 +

Not in Your Store - We'll Ship It There

Free Pickup

Available for pickup
February 27 - March 2

We'll Ship It to You

Free Shipping

Order within **4 hrs**
to get it **February 23**

We're unable to ship this item to: AK,GU,HI,PR,VI

Product Overview

ECHO's trimmer and edger kit can take ECHO's Pro Attachment Series and accommodates up to 12 attachments. It starts easily and works effectively.

- Complete with power source, trimmer attachment featuring a speed-feed 400 head
- Cushioned throttle and left handle grips for increased comfort and control
- Commercial-grade felt air filter for improved filtration and long engine life
- Engine vibration reduction system for increased operator comfort
- Anti-vibration design reduces fatigue for extended use

Info & Guides

You will need Adobe® Acrobat® Reader to view PDF documents.
a free copy from the Adobe Web site.

/ / / /

Model # BG20974 Internet #300186922 Store SKU #847378








John Deere

D105 42 in. 17.5 HP Automatic Front-Engine Riding Mower

(237)

- 17.5 HP engine for powerful performance
- 42 in. Edge Cutting System provides superior cut
- Fade-resistant hood won't dent or rust

$1,499.00 /each

LET'S THIS.
Add a 3-year Home Depot Protection Plan for **$280.00**

Quantity - 1 +

Pick Up In Store Today

Free store pickup at Ft Pierce

2 in stock

Service/Returns Desk, Bay 024

We'll Ship It to You

Free Shipping

Expect it
March 7 - March 16

We're unable to ship this item to: AK,CA,GU,HI,PR,VI

Product Overview

The 17.5 HP 42 in. Deck John Deere D105 Riding Mower is the most affordable John Deere lawn tractor to date. The deck provides superior cut quality, is ready to side-discharge and is easily equipped to bag or mulch. The automatic transmission with a 3-position lever (F, N, R) and single pedal foot control allows you to set your own pace while mowing with speeds up to 5.5 mph.
California residents: see

Info & Guides

Live Chat

You will need Adobe® Acrobat® Reader to view PDF documents.
a free copy from the Adobe Web site.

/ / / /

Model # TCHD5X82K Internet #203344359 Store SKU #845060

Triple Crown 1520 lb. Capacity 5 ft. x 8 ft. Utility Trailer

(3)



$797.00 /each

Quantity - 1 +

Pick Up In Store Today

Free store pickup at Ft Pierce

2 in stock

We'll Ship It to You

Expect it
as soon as tomorrow

You choose the time and place, we'll deliver!
See your options in checkout.

Your local store: Ft Pierce

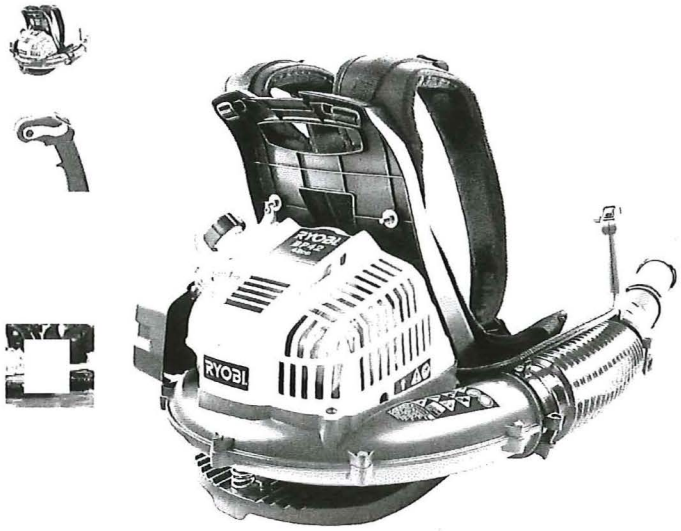
Product Overview

Rugged Triple Crown 5 ft. x 8 ft. open bed utility trailer with 1520 lb. payload capacity and wood plank flooring. Capable of hauling lawn tractors and golf carts with ease. Perfect for week home improvement and outdoor lawn and garden projects.

- Durable powder coat finish out lasts paint
- Rigid all welded steel construction is built to last
- 1 year limited warranty
- Made in the U.S.A

/ / /

Model # RY08420A Internet #203312654 Store SKU #476219



Ryobi

185 MPH 510 CFM Gas Backpack Leaf Blower

(917)

- In-line tube design maximizes power and points naturally downward
- Variable speed trigger with cruise control for superior control
- Contoured harness and anti-vibration mount for ultimate comfort

$199.00 /each

LET'S THIS.
Add a 2-year Home Depot Protection Plan for **$25.00**

Quantity - 1 +

Pick Up In Store Today

Free store pickup at Ft Pierce

3 **in stock**

Aisle 36, Bay 005

We'll Ship It to You

Free Shipping

Order within **4 hrs 3 mins** to get it **February 23**

Easy returns in store and online

We're unable to ship this item to: AK,GU,HI,MD,VI

Schedule delivery as soon as tomorrow

Product Overview

Ryobi Outdoor products introduces our most powerful blower- ever. With an extra large 42cc engine, this backpack blower is designed to handle your toughest clearing jobs. The unique engine mounting is engineered to deliver maximum air flow at all times and the contoured shoulder/back harness provides ultimate comfort and a perfect fit. The tube construction includes a variable speed trigger and cruise control for easy command and the angled nozzle points naturally downward reducing effort and maximizing clearing power. This backpack blower is sturdy, but light- at just 18 lbs. Best of all, Ryobi backs this blower with a 3-year warranty so rest easy this blower is guaranteed to perform.

Info & Guides

You will need Adobe® Acrobat® Reader to view PDF documents. Live Chat
a free copy from the Adobe Web site.

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2017**, 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 **E & H HANDYMAN SERVICES,** 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 $5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of $5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than $5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is $5,000 or more, disposition instructions should be requested from HUD.

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.

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: **E & H HANDYMAN SERVICES**

By: _____
Harriet G. Staley

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting **10.e.**

Meeting Date: 03/06/2017

Re: Lease Extension Agreement for Parking Lot

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

SUBJECT:

Approval of a twenty-four (24) month Lease Extension Agreement between the City of Fort Pierce and FP-DW, LLC and FP-DX, LLC for certain parcels along Indian River Drive, that are being utilized to provide additional parking spaces for the public.

SUMMARY:

The original Lease Agreement with Location Development Corp was for a 2-year period effective March 1, 2012, The Lease Agreement included a 1-year extension, which expired February 28, 2015. On April 18, 2016, another 2-year extension was approved making the agreement current with an expiration date of February 28, 2017.

The city pays rent on a quarterly basis, which is equal to the total tax bills on the two parcels listed in the Lease as Parcel "W" and Parcel "X"

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 40141005756360

Amount: TBD Annualy

FISCAL IMPACT:

This expense is budgeted and renewed with the same terms as previous contract, which is payment of the annual tax bill on a quarterly basis. The 2016 tax bill for both parcels was $7,038.32

Attachments

Lease Extension

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	02/27/2017 01:55 PM
Finance Department	Johnna Morris	03/01/2017 12:11 PM
City Manager	Nick Mimms	03/01/2017 02:26 PM
Form Started By: Kay Czarnecki		Started On: 02/21/2017 09:11 AM
Final Approval Date: 03/01/2017		

LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT, is made and entered into this ____ day of _____, 2017, by and between FP-DW, LLC and FP-DX, LLC, Florida limited liability companies organized under the laws of Florida with their principal address at 3777 West Fork Rd., Cincinnati, OH 45247 (**"LANDLORD"**), and, **CITY OF FORT PIERCE, FLORIDA,** a municipal corporation (**"TENANT"**).

WHEREAS, the previous owner and Tenant entered into a twenty four (24) month lease agreement for certain parcels along Indian River Drive, Fort Pierce, Florida, attached hereto as Exhibit "A", on March 1, 2012; and

WHEREAS, FP-DW, LLC, became the owner of Parcel W, more fully described in Exhibit "A", and FP-DX, LLC, became the owner of Parcel X, more fully described in Exhibit "A", and both wish to continue with the lease with TENANT provided the following changes.

WHEREAS, LANDLORD and TENANT, executed a Lease Extension, extending the Lease for another twenty four (24) month period ending February 28, 2017.

WHEREAS, LANDLORD and TENANT have mutually agreed to another twenty-four (24) month lease extension as provided under said Lease.

NOW, THEREFORE, in consideration of the covenants herein contained, and the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **LANDLORD** and **TENANT** do hereby agree as follows:

1) The Lease term shall be extended for an additional twenty-four (24) month period, commencing on March 1, 2017.

2) Section 1 is modified to allow both LANDLORD and TENANT the ability to terminate the Lease for any reason, provided the party that wishes to terminate provides the other party with thirty (30) day written notice to the other in the manner provided in Section 9.

3) Section 9 is modified as follows:

LANDLORD:
FP-DW, LLC and FP-DX, LLC
3777 West Fork Rd.,
Cincinnati, OH 45247

Copy To:
Lindsay Demmery, Esq.
Prestige Land & Law, PLLC
120 Butler St., Suite B
West Palm Beach, FL 33407

TENANT:
CITY OF FORT PIERCE
c/o City Manager
100 North US1
P.O. Box 1480
Fort Pierce, FL 34954

Copy to:
City Attorney
100 North US1
P.O. Box 1480
Fort Pierce, FL 34954

4) Section 7 is modified as follows:

> 7. LIABILITY: TENANT agrees to fully indemnify LANDLORD, and LANDLORD shall not be liable for any damage or injury to any person or property whether it be the person or property of the TENANT, the TENANT'S employees, agents, guests, invites, or otherwise, by reason of TENANT'S occupancy of the leased premises or because of fire, flood, windstorm, acts of God, or for any other reason. The TENANT acknowledges that it has fully inspected the property and agrees to accept it in an as-is condition and shall be responsible for all maintenance of the property during the term of the Lease and absolves the LANDLORD from any obligations in connection therewith. As between TENANT and LANDLORD, TENANT shall be responsible for all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen during the term of this Lease as a result of any act or omission of TENANT, as a result of the occupancy or use of the leased Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or within the Demised Premises, including any allegations of negligent maintenance of the property during the term of this Lease. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of TENANT under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Lease.

5) All other terms and conditions of the Lease shall remain the same.

6) This Agreement may be executed by the parties listed below in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute a single original Agreement. Facsimile and electronic signatures shall be acceptable and deemed originals.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Extension to be executed by their appropriate officials, as of the date first above written.

CITY OF FORT PIERCE, a municipal corporation, **TENANT**

Attest:

By: _____
Linda Hudson, Mayor

_____
Linda Cox, City Clerk

Approved as to Form and Correctness:

_____
James M. Messer, Esq.
City Attorney

Witnesses:

_____
Print:

_____
Print:

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, _____, **as** _____ **of** _____. to me known to be the person described in and who executed foregoing document and who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2017.

_____
Notary Public, State of Florida at Large
My Commission expires:_____

Witnesses:

_____

_____

LANDLORD:
FP-DW, LLC

By: _____
Print:
Its: designated authorized representative of Johnson Trust Company as Trustee of the Lynne Meyers Gordon Revocable Trust dated September 29, 1998, as amended, Member of LMGRT

FP-DX, LLC
By: _____
Print:
Its: designated authorized representative of Johnson Trust Company as Trustee of the Lynne Meyers Gordon Revocable Trust dated September 29, 1998, as amended, Member of LMGRT

STATE OF _____
COUNTY OF_____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, _____, as authorized agent of FP-DW, LLC, and FP-DX, LLC. to me known to be the person described in and who executed foregoing document and who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2017.

_____
Notary Public, State of _____
My Commission expires:_____

City Commission Regular Meeting **10.f.**

Meeting Date: 03/06/2017

Re: VEHICLE PURCHASE

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

SUBJECT:

Approve the Police Department's request to purchase one (1) 2016 Ford Interceptor Utility (demo unit) from Bartow Ford in the amount not to exceed $29,572.00 pursuant to Bid # 2015000418.

SUMMARY:

The Police Department requests approval to purchase a 2016 Ford Interceptor Utility vehicle. This vehicle is a Sales Demo Unit, which currently has approximately 14,000 miles on the odometer. As this vehicle is a demo unit, it is already outfitted with all the emergency equipment that are utilized by the Police Department such as lights and sirens. Purchasing the demo unit with this emergency equipment will ultimately be a considerable cost savings to the Police Department, approximately $10,000.

This purchase is necessary to replace a current vehicle within the Police Department's fleet that has extremely high mileage and high maintenance/repair costs. This purchase will help to improve the Police Department's fleet's efficiency. Funding for this purchase will come from the Fort Pierce Police Off-Duty Detail Association.

RECOMMENDATION:

Staff recommends approval of this purchase request.

ALTERNATIVES:

The alternative is to deny approval of this purchase request.

RESPONSIBLE STAFF:

Deputy Chief Frank J. Amandro

COORDINATED WITH:

Stephanie Smith, Fiscal Manager and John Schramm, Sergeant

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	FY2017
Account:	001.3001.521.6440
Amount:	29572.00

FISCAL IMPACT:

The Director of Finance has approved this purchase request stating the funding will come from the Contingency Account.

Attachments

Bartow Ford Quote
Purchase Request
Purchase Request Continue
Charlotte County Piggy Back Letter

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	03/01/2017 10:45 AM
Finance Department	Johnna Morris	03/01/2017 12:04 PM
City Manager	Nick Mimms	03/01/2017 02:24 PM
Form Started By: Stephanie Smith		Started On: 02/28/2017 02:48 PM
Final Approval Date: 03/01/2017		

BARTOW FORD
INTEGRITY•TRUST•HONESTY
Since 1948

February 13, 2017

Fort Pierce Police Department
Sergeant John Schramm

	DESCRIPTION	
K8A	2016 Ford Interceptor Utility	
99R	3.7L V-6 Engine	
44C	6 Speed Automatic Transmission	
86P	Front Headlamp Prep: Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).	
86T	Rear Taillight Prep Package: Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).	
43D	Dark Car Feature: Courtesy lamps disabled when any door is opened	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51Y	Factory Pillar Mounted Spotlight	
595	Keyless Entry Fob	
76R	Reverse Sensing	
21L	Front Warning Lights	
53M	SYNC Bluetooth System	
	Whelen Legacy Dual Color Lightbar, (2) Whelen 100 Watt Speakers, Whelen Siren Controller, Whelen Howler, (4) Whelen Vertex, (2) Whelen Tri-Color ION's Mounted in Headlights, Whelen V Series Mounted Under Driver & Passenger Side Mirrors, (2) ION V's Mounted Right & Left on Push Bumper, (4) Whelen ION's Mounted Forward on Push Bumper, Whelen Inner Edge Mounted in Windshield Area, (6) Whelen ION's Mounted in Rear Spoiler Area, (6) Whelen MICRON's Mounted in Rear Pillar Area, (2) Whelen Dual Avengers Mounted in Rear 1/4 Glass, Go Rhino Partition, Aedac Rear Prisoner Seat with Rear Cargo Barrier, Single Weapons mount, Havis Console with Dual Cup Holder, Go Rhino Push Bumper with Full Wraps, Road Alert Blue Message Board, Dual Row Runners Mounted in Driver & Passenger Side Running Board Area, Deep Window Tint	
		$29,572.00

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Bartow Ford
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

Date: 2/27/2017

VENDOR:
Bartow Ford

2800 US Highway North
Bartow, FL 33830
(813) 477-0052
(813) 533-8485 fax
Contact: Richard Weissenger

Department/Division
Police SSB

Account Number
001.3001.521.6440
Com. Code:

Needed For
FLEET

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
02/27/17		20772			

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
1ea	K8A	2016 Ford Interceptor Utility (Demo Unit)			
1ea	99R	3.7L V-6 Engine			
1ea	44C	6 Speed Automatic Transmission			
1ea	86P	Front Headlamp Prep: Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).			
1ea	86T	Rear Taillight Prep Package: Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).			
1ea	43D	Dark Car Feature: Courtesy lamps disabled when any door is opened			
1ea	60A	Factory Grill, Lamp, Siren & Speaker Wiring			
1ea	51Y	Factory Pillar Mounted Spotlight			
1ea	595	Keyless Entry Fob			
1ea	76R	Reverse Sensing			
1ea	21L	Front Warning Lights			
1ea	53M	SYNC Bluetooth System			
		Whelen Legacy Dual Color Lightbar, (2) Whelen 100 Watt Speakers, Whelen Siren Controller, Whelen Howler, (4) Whelen Vertex, (2) Whelen Tri-Color ION's Mounted in Headlights, Whelen V Series Mounted Under Driver & Passenger Side Mirrors, (2) ION V's Mounted Right & Left on Push Bumper, (4) Whelen ION's Mounted Forward on Push Bumper, Whelen Inner Edge Mounted in Windshield Area, (6) Whelen ION's Mounted in Rear Spoiler Area, (6) Whelen MICRON's Mounted in Rear Pillar Area, (2) Whelen Dual Avengers Mounted in Rear 1/4 Glass, Go Rhino Partition, Aedac Rear Prisoner Seat with Rear Cargo Barrier, Single Weapons mount, Havis Console with Dual Cup Holder, Go Rhino Push Bumper with Full Wraps, Road Alert Blue Message Board, Dual Row Runners Mounted in Driver & Passenger Side Running Board Area, Deep Window Tint			
					$29,572.00
				Total	$29,572.00

REMARKS:
Pricing: Piggy Back Charlotte County, Bid # 2015000418 - Vehicles Annual Contract

Requested By: Sgt. John Schramm 2/28/17

ss/2017 Demo Unit
revised 01/21/00

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

Approved By: _____

Approved Date: 2-28-17

ss/2017 Demo Unit
revised 01/21/00

December 17, 2015

Sergeant John Schramm
Patrol Support Services
Fort Pierce Police Department

Dear Mr. Schramm:

Per your request, please accept this letter as authorization from Charlotte County for the Fort Pierce Police Department to "piggyback" Bid #15-418, Vehicles – Annual Contract. It is understood that Fort Pierce Police Department will establish its own contract with the successful bidder(s), place its own orders, be invoiced therefrom and make its own payments to the successful bidder in accordance with the terms of the contract established between the Fort Pierce Police Department and the successful bidder. It is also hereby mutually understood and agreed that Charlotte County is not a legally bound party to any contractual agreement made between a successful bidder and any local entity other than Charlotte County Board of County Commissioners.

If you have any questions, please feel free to contact the Charlotte County Purchasing Division at 941-743-1374.

Sincerely,

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager – Purchasing

PURCHASING DIVISION
BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068
Phone: 941.743.1378 | Fax: 941.743.1384

City Commission Regular Meeting **10.g.**

Meeting Date: 03/06/2017

Re: Approval of travel expenses in the amount of $809.68

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of $809.68 for Commissioner Alexander to attend the FBC-LEO Spring Conference on March 16 - 18, 2017 in Miramar, Florida.

SUMMARY:

Approval of travel expenses in the amount of $809.68 for Commissioner Alexander to attend the FBC-LEO Spring Conference on March 16 - 18, 2017 in Miramar, Florida.

RECOMMENDATION:

Approve request.

ALTERNATIVES:

Deny request.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Attachments

FBC-LEO 2017 Spring Conference RAlexander

Form Review

Form Started By: Caleta Scott Started On: 03/01/2017 04:12 PM

Final Approval Date: 03/01/2017

REGISTRATION INFORMATION
FBC-LEO
c/o City of Miramar Attn: E.LaRoche
2300 Civic Center Place
Miramar, FL 33025
954-602-3198

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Courtyard by Marriott
14500 Hotel Road
Miramar, FL 22027
954-450-1801

DATE: **3.1.2017**

1. TRAVELER'S NAME:	Reginald Sessions	DEPARTMENT:	CITY COMMISSION
2. DEPARTURE DATE:	3/16/2017	DEPARTURE TIME:	12:00 PM
3. RETURN DATE:	3/20/2017	RETURN TIME:	8:00 PM
4. DESTINATION:	Miramar, FL	PURPOSE:	Florida Black Caucus of Local Elected
5. CODE CHARGE:	**001-1000-511-40.30**		Officials - Spring Conference
6. AMT BUDGETED:	7,500.00		

7. BALANCE AVAILABLE: _____ 5500

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

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	305.89			
* HOTEL BILL: Confirmation # **83772632**		343.95		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.535 **244**			130.54	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
BREAKFAST @ $8.00			0.00	
LUNCH @ $8.00			0.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET				
6.5% STATE TAX			1.30	
15% GRATUITIES			3.00	

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

TOTALS	305.89	343.95	159.84	

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

TRAVEL APPROVED BY:

DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/17 DLN

CONDITIONAL APPROVAL
NEED CITY COMMISSION APPROVAL

DESCRIPTION

FLORIDA BLACK CAUCUS OF LOCAL ELECTED OFFICIALS

Join us for the Florida Black Caucus of Local Elected Officials Spring Conference March 16th and 17th in the City of Miramar, FL. Our annual conference allows us to exclusively work on FBC-LEO business. Take advantage of this opportunity to network, obtain professional development, best share practices, ethics training and more.In addition, we have arranged for special discounted tickets to attend **Jazz in the Gardens** if you decide to stay through the weekend.

Please note, Hotel Reservations must be made directly at Courtyard Marriott, 954 450-1801 - FBC-LEO Blockof Rooms.

Payment Options:

Online via Eventbrite

By Check, Mail as follows:

FBC-LEO - c/o City of Miramar, Attention Edna LaRoche

2300 Civic Center Place

Miramar, FL 33025

For additional information, please email elaroche@miramarfl.gov or call 954-602-3198.

TAGS

Things To Do In Miramar, FL | Conference | Government

SHARE WITH FRIENDS

DATE AND TIME

Thu, Mar 16, 2017, 5:30 PM –
Fri, Mar 17, 2017, 5:00 PM EDT
Add to Calendar

LOCATION

Courtyard by Marriott
14500 Hotel Road
Miramar, FL 22027
View Map

FRIENDS WHO ARE GOING

Connect to Facebook

FBC-LEO President, Wayne Messam - Mayor of Miramar, FL

Organizer of FLORIDA BLACK CAUCUS OF LOCAL ELECTED OFFICIALS SPRING CONFERENCE

PROFILE CONTACT

Eventbrite Search for events BROWSE EVENTS HELP SIGN UP LOG IN CREATE EVENT

FLORIDA BLACK CAUCUS OF LOCAL ELECTED OFFICI...
Thu, Mar 16, 2017, 5:30 PM – Fri, Mar 17, 2017, 5:00 PM EDT

$86 – $308

DATE AND TIME

Thu, Mar 16, 2017, 5:30 PM –
Fri, Mar 17, 2017, 5:00 PM EDT
Add to Calendar

LOCATION

Courtyard by Marriott
14500 Hotel Road
Miramar, FL 22027
View Map

FRIENDS WHO ARE GOING

Connect to Facebook

Reservation Confirmation #83772632 for Courtyard Fort Lauderdale SW/Miramar

Courtyard By Marriott Reservations to: CSCOTT 03/01/2017 02:36 PM

Please respond to "Courtyard By Marriott Reservations"

Please review your reservation details and keep for your records.

[redacted] COURTYARD Marriott [redacted]

[[[|:CY|CNF|en_US]]]



Reservation Confirmation: 83772632

For REGINALD SESSIONS

CHECK-IN DATE
Thursday, March 16, 2017

CHECK-IN TIME
03:00 PM

CHECK-OUT DATE
Saturday, March 18, 2017

CHECK-OUT TIME
12:00 PM

Modify your reservation

Cancel your reservation

Dear REGINALD SESSIONS,

We are pleased to confirm your reservation at the Courtyard Fort Lauderdale SW/Miramar. Below is a summary of your booking and room information. We look forward to welcoming you and providing an environment that makes it easy for you to work and relax.

Warm regards,

Courtyard Fort Lauderdale SW/Miramar

[redacted]

Room Details Room Details

ROOM TYPE

Guest room, 1 King

NUMBER OF ROOMS **1**

GUESTS PER ROOM **1**

Adult

GUARANTEED METHOD

Credit Card Guarantee, Visa

Summary of Charges Summary of Charges

RATES, TAXES & FEES ARE PER ROOM, PER NIGHT (USD)

Thursday, March 16, 2017-Friday, March 17, 2017

1 night **169.95 USD**

Regular Rate

Friday, March 17, 2017-Saturday, March 18, 2017

1 night **174.00 USD**

FLORIDA BLACK CAUCUS

ESTIMATED GOVERNMENT TAXES & FEES **18.92 USD**

Total for stay (for all rooms) **381.79 USD**

Other Charges

- Complimentary on-site parking

Rate and Cancellation Details Rate and Cancellation Details

- **Please note that a change in the length or dates of your reservation may result in a rate change.**
- **You may cancel your reservation for no charge until Wednesday, March 15, 2017 (1 day[s] before arrival).**
- **Please note that we will assess a fee of 188.65 USD if you must cancel after this deadline.**

If you have made a prepayment, we will retain all or part of your prepayment. If not, we will charge your credit card.

RATE GUARANTEE LIMITATION(S)

- Changes in taxes or fees implemented after booking will affect the total room price.
- Please note that a change in the length or dates of your reservation may result in a rate change.

ADDITIONAL INFORMATION

- The Responsible Tourist and Traveler
  A practical guide to help you make your trip an enriching experience

Contact Us Contact Us

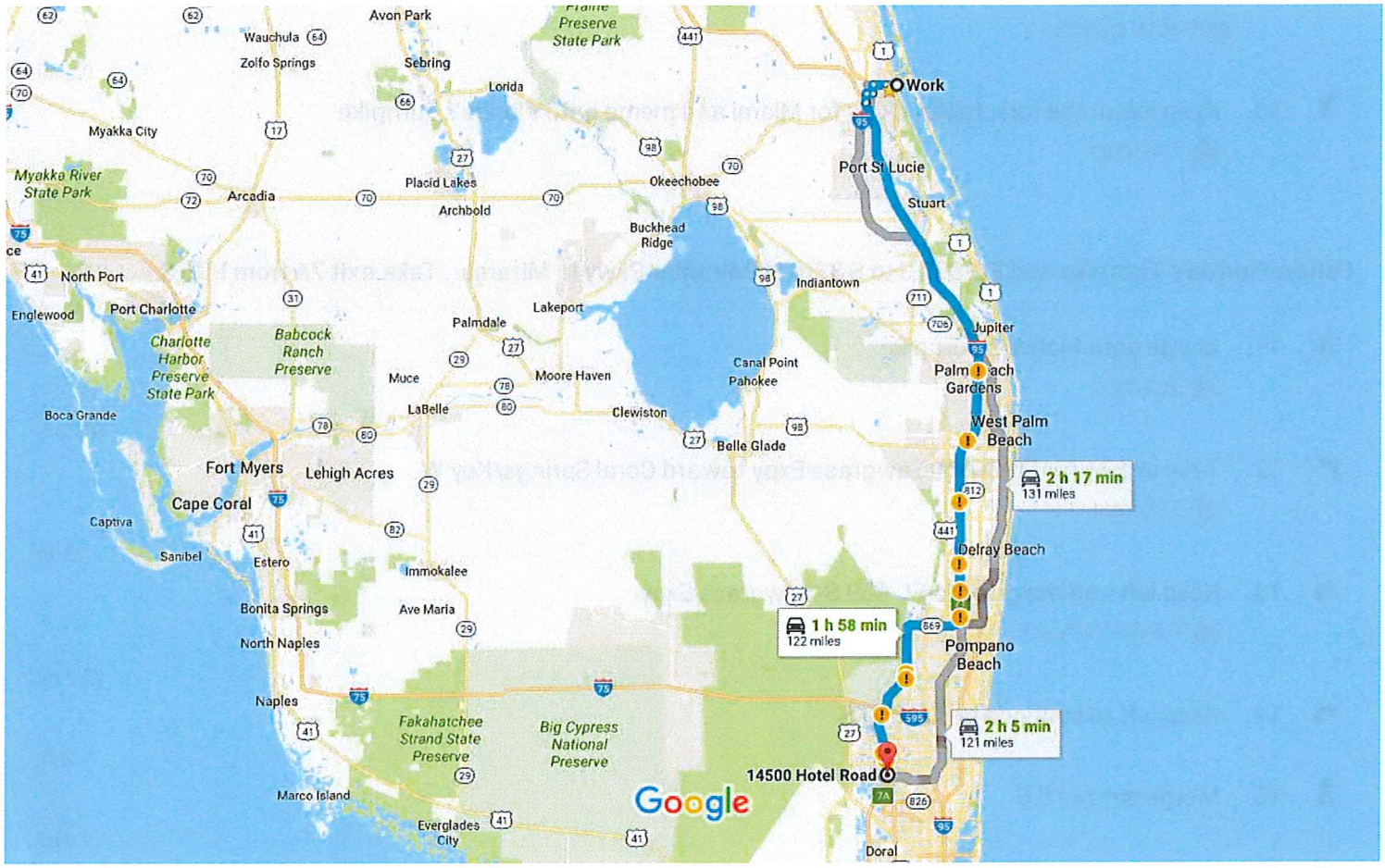
Call 1-800-321-2211 in the US and Canada

Elsewhere, call our worldwide telephone numbers.

Additional Reservation Information available

DOWNLOAD MARRIOTT MOBILE APP

Google Maps 100 US-1 to 14500 Hotel Rd, Miramar, FL 33027 Drive 122 miles, 1 h 58 min



Map data ©2017 Google, INEGI 10 mi

100 US-1

Fort Pierce, FL 34950

Get on Florida's Turnpike from Orange Ave, S Jenkins Rd, Graham Rd and FL-713 S

17 min (7.6 mi)

1. Head northwest on N 4th St toward Avenue A

272 ft

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

0.2 mi

3. Turn left onto N 7th St

72 ft

4. Turn right onto Orange Ave

1.4 mi

5. Continue straight onto FL-68 W/Orange Ave

1.9 mi

6. Turn left onto S Jenkins Rd

1.3 mi

7. Turn right onto Graham Rd

1.0 mi

8. Turn left onto FL-713 S

1.1 mi

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

⚠ Partial toll road

0.2 mi

10. Keep left at the fork, follow signs for Miami and merge onto Florida's Turnpike

⚠ Toll road

0.5 mi

Follow Florida's Turnpike and FL-869 S to S 33rd St/Miramar Pkwy in Miramar. Take exit 7A from I-75 S

1 h 35 min (114 mi)

11. Merge onto Florida's Turnpike

⚠ Toll road

81.0 mi

12. Take exit 71 for FL-869 S/Sawgrass Expy toward Coral Springs/Key W

⚠ Toll road

0.8 mi

13. Keep left and merge onto FL-869 S/Sawgrass Expy

⚠ Partial toll road

20.7 mi

14. Keep left to continue on FL-869 S

1.2 mi

15. Merge onto I-75 S

9.9 mi

16. Take exit 7A for E Miramar Pkwy

0.3 mi

Continue on S 33rd St/Miramar Pkwy. Take SW 148th Ave to Hotel Rd

3 min (0.9 mi)

17. Merge onto S 33rd St/Miramar Pkwy

0.6 mi

18. Turn left onto SW 148th Ave

0.3 mi

19. Turn right onto SW 29th St

413 ft

20. Turn right toward Hotel Rd

79 ft

21. Turn right onto Hotel Rd

26 ft

14500 Hotel Rd

Miramar, FL 33027

City Commission Regular Meeting **10.h.**

Meeting Date: 03/06/2017

Re: Approval of travel expenses in the amount of $809.68

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of $809.68 for Commissioner Sessions to attend the FBC-LEO Spring Conference on March 16 - 18, 2017 in Miramar, Florida.

SUMMARY:

Approval of travel expenses in the amount of $809.68 for Commissioner Sessions to attend the FBC-LEO Spring Conference on March 16 - 18, 2017 in Miramar, Florida.

RECOMMENDATION:

Approve request.

ALTERNATIVES:

Deny request.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 001-1000-511-40.30

Amount: 809.68

OTHER INFORMATION:

Approval of travel expenses in the amount of $809.68 for Commissioner Sessions to attend the FBC-LEO Spring Conference on March 16 - 18, 2017 in Miramar, Florida.

Attachments

FBC-LEO 2017 Spring Conference RSessions

Form Review

Form Started By: Caleta Scott Started On: 03/01/2017 04:23 PM

Final Approval Date: 03/01/2017

REGISTRATION INFORMATION
FBC-LEO
c/o City of Miramar Attn: E.LaRoche
2300 Civic Center Place
Miramar, FL 33025
954-602-3198

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Courtyard by Marriott
14500 Hotel Road
Miramar, FL 22027
954-450-1801

DATE: **3.1.2017**

1. TRAVELER'S NAME:	Reginald Sessions	DEPARTMENT:	CITY COMMISSION
2. DEPARTURE DATE:	3/16/2017	DEPARTURE TIME:	12:00 PM
3. RETURN DATE:	3/20/2017	RETURN TIME:	8:00 PM
4. DESTINATION:	Miramar, FL	PURPOSE:	Florida Black Caucus of Local Elected
5. CODE CHARGE:	**001-1000-511-40.30**		Officials - Spring Conference
6. AMT BUDGETED:	7,500.00		

7. BALANCE AVAILABLE: _____

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

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	305.89			
* HOTEL BILL: Confirmation # **83772632**		343.95		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.535 **244**			130.54	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
BREAKFAST @ $8.00			0.00	
LUNCH @ $8.00			0.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET				
6.5% STATE TAX			1.30	
15% GRATUITIES			3.00	

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

TOTALS	305.89	343.95	159.84	

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

TRAVEL APPROVED BY: _____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/17 DLN

City Commission Regular Meeting **11.a.**

Meeting Date: 03/06/2017

Re: Request for Waiver of Distance for a food truck ("Taqueria Dos Hermanos") at 1702 Delaware Ave.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approve a request for waiver of distance from Sec. 9-111(b)(1) submitted by Adolfina Avellaneda to operate a food truck ("Taqueria Dos Hermanos") at 1702 Delaware Ave, Fort Pierce.

SUMMARY:

On September 15, 2014, the City Commission approved Ordinance 14-019 establishing regulations for lunch trucks, hot dog carts, ice cream and other forms of mobile food establishments identified in Chapter 9 of the Code of Ordinances.

An application has been made by Adolfina Avellaneda for a food truck ("Taqueria Dos Hermanos") to operate at 1702 Delaware Ave. During review, the application was denied by the Planning staff as not meeting the criteria within the regulations for Chapter 9 Article IV - Vendors, Solicitors and Canvassers (attached). The item is relief from the distance criteria presented in the ordinance. Section 9-97 allows for sites to petition for a public hearing by the City Commission to grant a waiver from the distance requirement, similar to the waiver of distance for alcoholic beverage license.

RECOMMENDATION:

Approve the waiver of distance request for the Taqueria Dos Hermanos food truck to be located at 1702 Delaware Ave.

ALTERNATIVES:

Deny or approve with conditions.

RESPONSIBLE STAFF:

Miriam Garcia, Deputy City Clerk

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Application Packet

Staff Report

Form Review

Inbox	Reviewed By	Date
City Manager		
Form Started By: Miriam Garcia		Started On: 02/23/2017 09:00 AM

CITY OF FORT PIERCE

OFFICE OF THE CITY CLERK
100 N. US HWY 1
FORT PIERCE, FL 34950
772-467-3000

JAN 30 2017

Taqueria Dos Hermanos

VARIANCE REQUEST FOR WAIVER OF DISTANCE

Property Address	1702 Delaware Ave Ft Pierce, FL
Parcel ID #(s)	2409-314-0027-000-0
Type of Vending Proposed	Mexican Food Truck

Property Owner(s)	Applicant
Miguel Rico	Adolfina Avellaneda
Mailing Address	Mailing Address
2708 PALM LAKES AVE FT PIERCE	2913 Middle Rd Ft Pierce, FL 34950
Phone # 7729714221	Phone # (772) 318-5360
E-mail Address	E-mail Address

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

Miguel Rico
Property Owner's Signature

1/26/17
Date

STATE OF FLORIDA - COUNTY

The foregoing instrument was acknowledged before me this 26 day of January 2017 by Miguel Rico who is personally known to me or has produced FL ID 200-541-60-086-0 as identification.

Yuli Avellaneda
Signature of Notary

YULI AVELLANEDA
MY COMMISSION # FF 114265
EXPIRES: April 17, 2018
Bonded Thru Notary Public Underwriters

In accordance with Ordinance No. 9-97, any person who wishes to obtain a mobile vending permit that does not comply with Sec. 9-111(b) of this article must petition the city commission for a variance. The applicant is requesting a variance from the following:

- [x] 9-111(b)(1) – 500 feet from a similar type business
- [ ] 9-111(b)(2) – 300 feet from a school, church, or park
- [ ] 9-111(b)(1) – 1000 feet from an approved special event

Submit the following attachments:

- [x] Site plan, to scale, showing all existing structures or significant features and proposed vending location.
- [x] Map showing surrounding properties, which identifies the location of existing business or entity impacted by the variance.
- [x] Photos or detailed description of proposed vending unit and type of service provided.
- [x] $250 variance request fee.

Supporting Narrative: My name is Adolfina Avellaneda. I am 48 years old and I currently own a food truck. I am asking for your blessings to proceed with my mission in food sell. I was involved in a car accident in 2014 and have since been unable to perform previous job duties, which consisted of maid services. Unfortunately, the injuries I sustained left me with the inability of performing various hours of work that would financially support me and my family.

Adolfina Avellaneda
Applicant Signature

1-26-2017
Date

I am looking forward to serving Mexican tacos in our community and I ask that whoever receives my request please give me your blessings as they are much needed for the start of my →

new journey. I look forward to hearing from you.

God Bless.



January 20, 2017

I Miguel Rico give permission to Adolfina Avellaneda (Taqueria Dos Hermanos) to park her food trailer at my business location:

Guadalajara Nightclub

1702 Delaware Ave

Fort Pierce, FL 34950

If you may have any questions or concerns feel free to contact me at 772-971-4221.

Miguel Rico

1/20/17

Sincerely,

Miguel Rico
Owner
FL ID 200-541-60-086-0

YULI AVELLANEDA
MY COMMISSION # FF 114265
EXPIRES: April 17, 2018
Bonded Thru Notary Public Underwriters

Yuli Avellaneda
exp. 4/17/2018

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 1702 DELAWARE AVE
Sec/Town/Range: 09/35S/40E
Map ID: 24/09N
Zoning: C3

Parcel ID: 2409-314-0027-000-0
Account #: 20973
Use Type: 2100
Jurisdiction: Fort Pierce

Ownership

Miguel Rico
Bertha P Rico

2708 Palm Lakes Ave
Fort Pierce, FL 34981



Legal Description

9 35 40 FROM SE COR OF NE 1/4 OFSW 1/4 RUN N 30 FT, TH W 50 FT FOR POB, TH CONT W 185 FT, TH N 140 FT, TH E 52 FT, TH N 79.75 FT, TH E 163 FT, TH S 189.75 FT, THSW 42 FT M/L TO POB (OR 1295-2715: 2889-2654)

Current Values

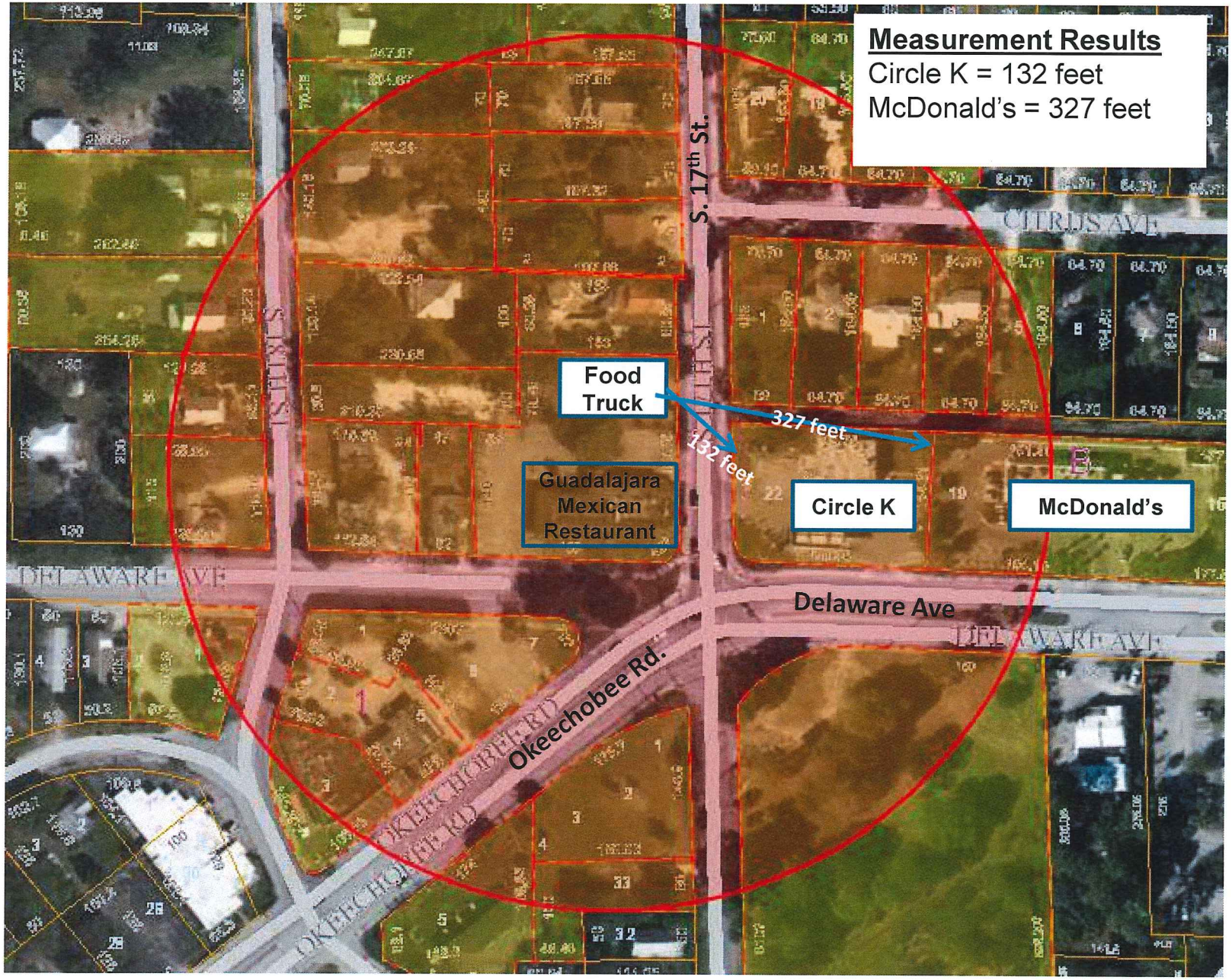
Just/Market Value:	$366,400
Assessed Value:	$366,400
Exemptions:	$0
Taxable Value:	$366,400

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	7,698
Gross Area (SF):	7,900
Land Size (acres):	0.98
Land Size (SF):	42,608

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2017 Saint Lucie County Property Appraiser. All rights reserved.


Measurement Results
Circle K = 132 feet
McDonald's = 327 feet
S. 17th St.
Food Truck
327 feet
132 feet
Guadalajara Mexican Restaurant
Circle K
McDonald's
Delaware Ave
Okeechobee Rd.

CITY OF FORT PIERCE

OFFICE OF THE CITY CLERK
100 N. US HWY 1
FORT PIERCE, FL 34950
772-467-3065

RECEIVED
JAN 18 2017
CITY OF FORT PIERCE
PLANNING & ZONING

SITE PLAN REVIEW

It is recommended that you have your site plan reviewed and approved by the Planning Department prior to submitting your application to the City Clerk's Office.

Business Name	Taqueria Dos Hermanos
Owner Name	Adolfina Avellaneda
Vending location address	1702 Delaware Ave Ft Pierce, FL 34950
Mailing address (if different)	2913 Middle Rd, Ft Pierce, FL 34981
Phone #:	Spanish (772) 318-5360 / English (772) 475-1323
Email Address:	Juliav_89@yahoo.com
Parcel ID #	2409-314-0027-000-0
Zoning Designation	C3
Nature of Business and type of food/goods to be sold	Mexican food

CHECKLIST:

- ✓ Attach a site plan, survey or sketch (clearly drawn to scale) of the location you wish to place the vending unit.
- ✓ Note all significant features and auxiliary structures such as fences, sheds, etc.
- ✓ Identify all available parking, noting how many spots are required parking and how many spots are surplus parking. The vending unit may not occupy, infringe upon or utilize any required parking spots.
- ✓ Clearly mark where the vending unit is proposed to be placed.

APPROVED AS SUBMITTED:

_____ _____

Planning Department Representative Date

Comments/Conditions: Wairer of distance required

DENIED AS SUBMITTED: (state reason for denial)

_____ _____

Planning Department Representative Date

Google Maps 1702 Delaware Ave



over 50 parking spots

Imagery ©2017 Google, Map data ©2017 Google 20 ft

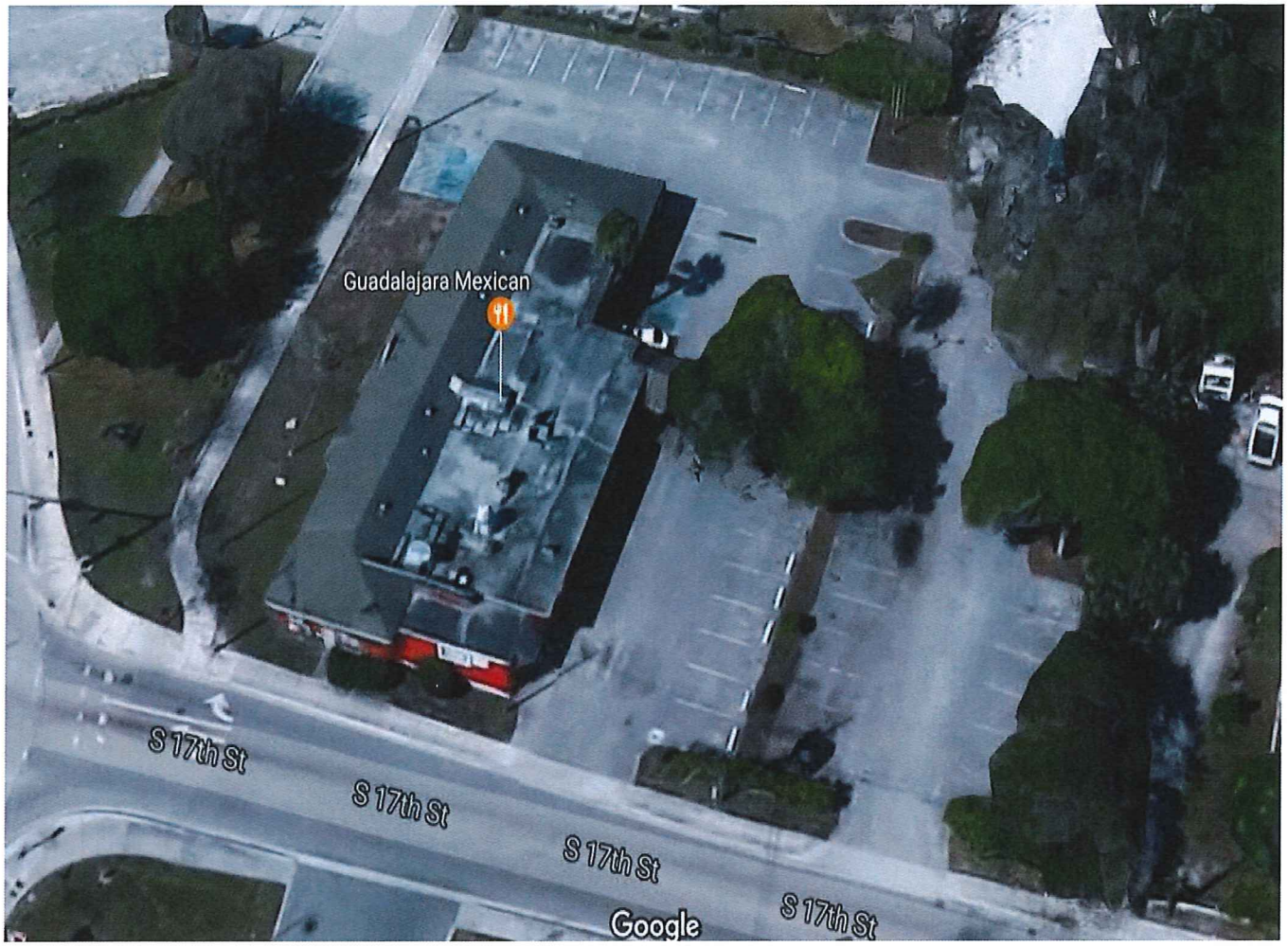


1702 Delaware Ave
Fort Pierce, FL 34950

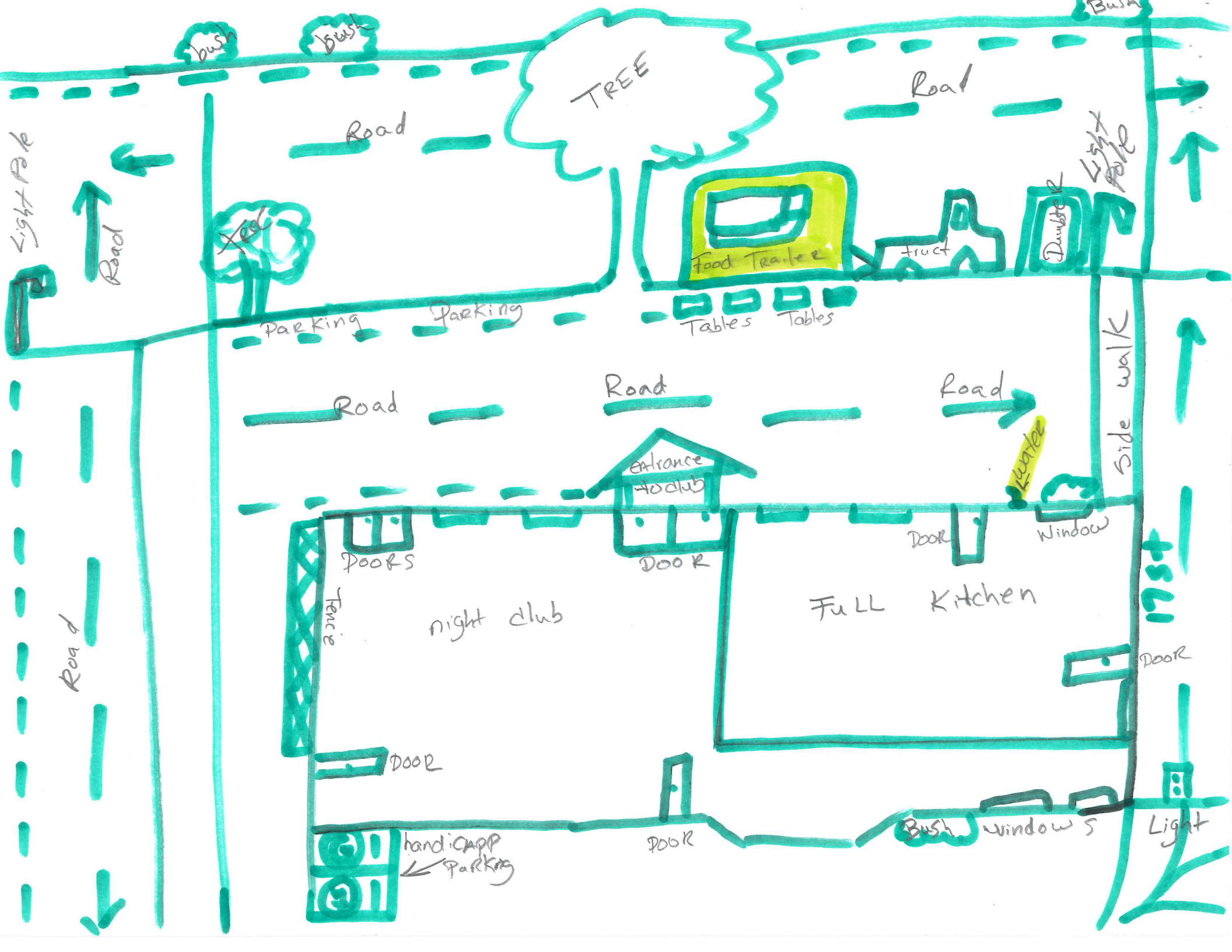


At this location

Guadalajara Mexican Restaurant
Mexican · 1702 Delaware Ave


Guadalajara Mexican
S 17th St
S 17th St
S 17th St
Google
S 17th St

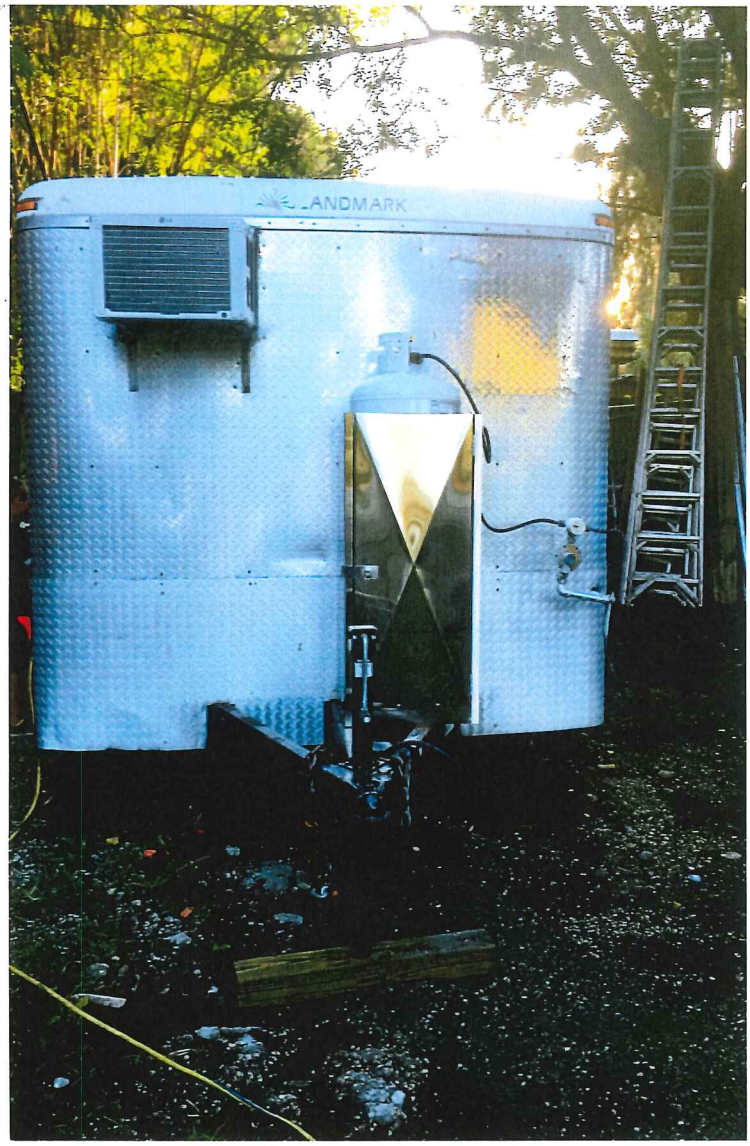

Truck


Bush
Bush
TREE
Road
Road
Light Pole
Road
Tree
Food Trailer
truct
Dumpster
Light Pole
Parking
Parking
Tables
Tables
Road
Road
Road
entrance to club
Lwater
Side walk
DOORS
DOOR
DOOR
Window
fence
night club
FULL Kitchen
DOOR
Road
DOOR
handicapp Parking
DOOR
Bush
windows
Light




ANDMARK




LANDMARK

CITY OF FORT PIERCE

OFFICE OF THE CITY CLERK

100 N. US HWY 1
FORT PIERCE, FL 34950
772-467-3066; 772-467-3841 (fax)

Please call (772) 475-1323

ZONING REVIEW FOR BTR APPLICATION

✓ New Business
__ Transfer from Control #
__ Existing Building Inspection Y N

Name of Business	Taqueria Dos Hermanos		
Location Address (include suite or unit)	1702 Delaware Ave Pierce, FL 34950		
Telephone #	772 318 5360	# of Employees	
Email Address	Yuliav_89@yahoo.com		
Owner of Business/Applicant	Adolfina Avellaneda		
Nature of business/Type of Service (Be very specific)	Mexican food to be sold.		
Describe your day to day operations	~~Cook~~ 8am-8pm Open 7 Days		
Classification (Completed by City Clerk)	(171) Peddler, Solicitor, Vendor		

Please check all that apply to your business

- ☐ Home Based Business
- ☐ Business/Professional Office
- ☐ Medical Office
- ☐ Daycare
- ☐ Manufacturing
- ☐ Alcohol Sales and/or Tobacco
- ☐ Restaurant (_____# of seating)
- ☐ Hotel (_____ # of rooms)
- ☐ Educational Center
- ☐ Retail
- ☐ Storage
- ☐ Auto Sales/Showroom Only
- ☐ Auto Repair/Auto Body (_____# bays)
- ☐ Company Vehicles (_____#)

Parcel ID: 2409-314-0057-000-0

Is your business located in a strip center or free standing building?

Name of Plaza, if applicable.

Suite/Unit/Bay, if applicable

I hereby certify that the above information is true and correct. I further acknowledge that any misstatement, omission or false representation made by me in this application may result in a privilege revocation of such. I understand that the issuance of a business tax receipt means I have paid the local business tax.; it is not a vested right or other right to operate a use at the business location that is inconsistent with City zoning regulations or other ordinances or laws. It is my responsibility to verify that I am in compliance with all local and state requirements.

STATE OF FLORIDA, COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on this 18 day of Jan, 2017 by Adolfina Avellaneda.

Signature of Notary Public - State of Florida

MIRIAM NAJERA GARCIA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915836
Expires 10/23/2019

Adolfina Avellaneda
Signature of Applicant

1/18/17
Date

FOR OFFICE USE ONLY

Zoning District _____ Land Use _____

Planner _____ Date _____ Uses submitted _____

Comments/Conditions: _____

Denied as Submitted (State reason) _____

Print on Yellow Paper

10:23:01 AM 1/18/2017

Data Contained In Search Results Is Current As Of 01/18/2017 10:21 AM.

Search Results

Please see our glossary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Mobile Food Dispensing Vehicle	**TAQUERIA DOS HERMANOS**	DBA	MFD6650354 Mobile MFDV	Current, Active 04/01/2017

License Location Address*: 1702 DELAWARE AVE FT PIERCE, FL 34930
Main Address*: 2913 MIDDLE RD FORT PIERCE, FL 34981
Mailing Address*: 2913 MIDDLE RD FORT PIERCE, FL 34981

Back New Search

*** denotes**
Main Address - This address is the Primary Address on file.
Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, PE, City Manager Honorable Mayor and City Commission
THROUGH:	Linda Cox, City Clerk
FROM:	Miriam Garcia, Deputy City Clerk
RE:	Application for Waiver of Distance– Mobile Food Vendor Taqueria Dos Hermanos 1702 Delaware Avenue
DATE:	February 22, 2017

STAFF REPORT

Staff Analysis:

On September 15, 2014, the City Commission approved Ordinance 14-019 establishing regulations for lunch trucks, hot dog carts, ice cream and other forms of mobile food establishments identified in Chapter 9 of the Code of Ordinances. Section 9-111 (b) of the Code of Ordinances requires that mobile food establishments must be at least 500 feet from a similar type of business; at least 300 feet from a school, church, or any city or county park; and 1000 feet from any approved special event.

The proposed operating location is within 500 feet of the following similar type of businesses: “Guadalajara Mexican Restaurant”, “Circle K Gas Station" and “McDonald’s.”

Therefore, City Staff cannot issue a vendor permit unless City Commission grants a waiver to the distance requirements of Section 9-111.

The applicant is requesting the waiver based upon the presence of three (3) similar types of businesses that are located within 500 feet of the proposed site.

Similar to a waiver of distance for alcoholic beverage licenses, the Mobile Vendor ordinance provides for the City Commission to consider granting a waiver to the ordinance and issue of the vendor permit through the public hearing process.

The proposed site meets all other distance requirements of the ordinances (300 feet from a school or city/county park and 1000 feet from an approved special event).

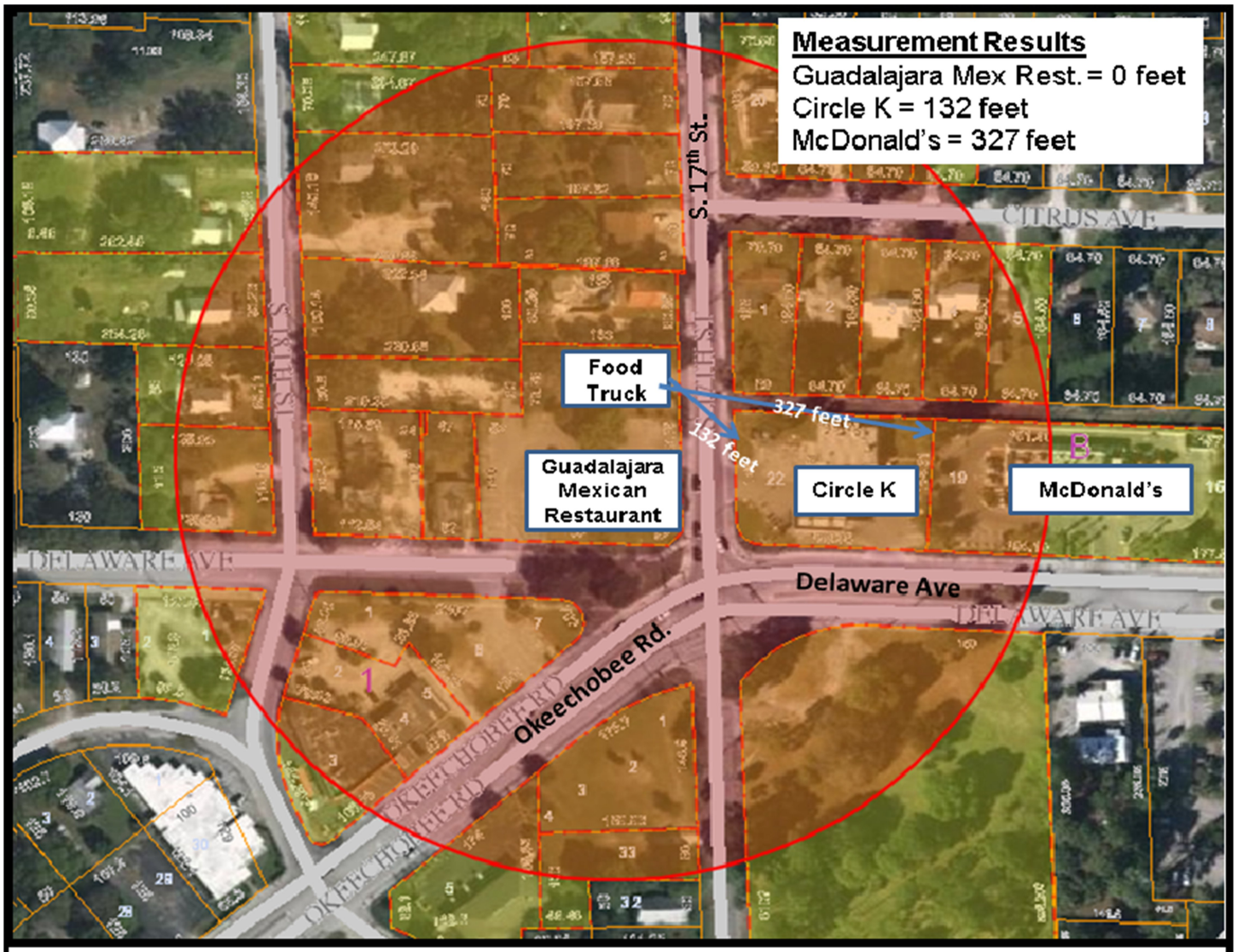
The proposed site is located in the C-3, General Commercial Zoning District and has a Future Land Use Designation of GC, General Commercial. Therefore the site meets the commercial zoning location requirement of Section 9-76.

We mailed 39 notices to property owners and businesses within 500 feet of the proposed location.

Staff Recommendation:

Staff recommends the City Commission approve the requested waiver of distance request for the food truck as proposed.

Exhibit A –



Food Truck

1702 Delaware Avenue

THE SUNRISE CITY FORT PIERCE Florida

City Commission Regular Meeting **11.b.**

Meeting Date: 03/06/2017

Re: Application for Conditional Use with No New Construction for Advanced Scholars Christian Academy that will be located at 616 Orange Avenue

---

SUBJECT:

Approve with conditions an application for Conditional Use with no new construction submitted by property owners, First United Methodist Church of Fort Pierce Inc., and applicant, Sherria Baptiste, to operate a Kindergarten through 8th grade private Christian Academy that will accommodate 135 students at 616 Orange Avenue, Fort Pierce, FL. The property is zoned General Commercial, C-3. Parcel ID: 2410-606-0007-000-4.

SUMMARY:

- In accordance with Section 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with No New Construction to operate a private school (Advanced Scholars Christian Academy) at the First United Methodist Church of Fort Pierce
- The proposed private school will be located at 616 Orange Avenue. The proposed property that the private school will operate on is owned by the First United Methodist Church of Fort Pierce Inc. The applicant for the project is Sherria Baptiste. The subject property is zoned C-3, General Commercial with a Land Use Designation of GC, General Commercial. The properties to the north, south, east, and west are all zoned C-3, General Commercial.
- At their February 14, 2017 meeting, the Planning Board voted (8-0) to approve the application for a Conditional Use with No New Construction to operate a private K-8 school with 135 students at First United Methodist Church of Fort Pierce.
- A total of 42 notifications for the proposed Conditional Use with No New Construction were mailed to the owners of properties located within 500 feet of the subject property.

RECOMMENDATION:

Approval with the following conditions:

1. Landscape improvements must be made to the property to bring the site into compliance with City Code 22-187 (4). This improvement must be completed prior to receiving a Certificate of Occupancy.
2. A pavement marking plan that implements the traffic flow plan must be submitted with the building permit.
3. A lighting plan or photometric survey must be submitted that verifies lighting in the parking lot in accordance with City Code 22-60 (j). This plan must be submitted with the building permit.
4. Signed and sealed drawings that are to scale must be submitted with the building permit that shows the change to an “E” occupancy.
5. The applicant coordinates and permits appropriate crosswalk and school zone signs along the Avenue A corridor to notify drivers of an active school zone. This must be completed before a Certificate of Occupancy can be issued.

ALTERNATIVES:

Approval with alternate conditions
Denial

RESPONSIBLE STAFF:

Brandon Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Kori Benton, Senior Planner
Sherria Baptiste, Applicant

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Planning Staff Report
1st Floor Layout
Project Narrative
Daily Schedule Example
Zoning Map
Floor and Site Plan
Location Aerial

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 02:26 PM

Form Started By: Brandon Creagan
Started On: 02/22/2017 01:28 PM
Final Approval Date: 03/01/2017

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 No New Construction**
Advanced Scholars Christian Academy
616 Orange Avenue

DATE: February 24, 2017

STAFF REPORT

Property Owner/Applicant: First United Methodist Church of Fort Pierce Inc.
616 Orange Avenue
Fort Pierce, FL 34950

Representative: Sherria Baptiste
1038 SW Barbarosa Avenue
Port Saint Lucie, FL 34953

Requested Action: Approval of a Conditional Use with No New Construction to operate a private K-8 school with 135 students at First United Methodist Church of Fort Pierce

Site Location: 616 Orange Avenue

Parcel ID: 2410-606-0007-000-4

Parcel Size: .51 acres

Current Zoning: C-3, General Commercial

Future Land Use: GC, General Commercial

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3

Staff Analysis:

In accordance with Section 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with No New Construction to operate a private school (Advanced Scholars Christian Academy) at the First United Methodist Church of Fort Pierce

The proposed private school will be located at 616 Orange Avenue. The proposed property that the private school will operate on is owned by the First United Methodist Church of Fort Pierce Inc. The applicant for the project is Sherria Baptiste. The subject property is zoned C-3, General Commercial with a Land Use Designation of GC, General Commercial. The properties to the north, south, east, and west are all zoned C-3, General Commercial.

The school will operate on the first floor of the First United Methodist Church, with future plans to utilize the second floor when more grades are added in later years. The school will open the 2017-2018 school year with grades Kindergarten to Fifth, and an anticipated enrollment of 60 (sixty) students. During the first year there will be 6 (six) classrooms that will have at least 12 (twelve) students. The future plan is to have no more than 20 (twenty) students per classroom and 9 (nine) classrooms. After the first year in operation the school plans to grow by one grade level each year until they have a fully functioning K-8 school. The plan is to advance the first year's 5th grade class to the next grade level each subsequent year until they reach 8th grade. The final anticipated enrollment will be 135 (one hundred thirty five) students when the school has grades Kindergarten to Eighth.

The staff will consist of 6 certified Teachers, 1 Principal, 1 Receptionist, and 1 Floater. All meals will be catered as no meals will be prepared on site. The school will be in operation from 7:30 a.m. to 4:00 p.m. They are also partnering up with MRC Family (Multi-Cultural Resource Center) for before and after care services. The before and after care services will be in operation starting at 7:00 a.m. in the morning and continue after school until 6 p.m. in the evening. The before and after care services will be held on site. Besides parent drop off and pick up, there will be bus drop off and pick up in the morning and evening. The school is working with A&S Transportation to acquire one bus for the first year. A covered entrance for student drop off and pick up is provided on site.

The building is designated as a historic structure. Any signs that will be placed on the building, onsite, or any facade alterations will require an application to be filed with the Historic Preservation Division. Planning staff notes that the landscaping on the site is deficient and will need to be brought to compliance with City Code 22-187 (4), which requires the addition of trees and a landscape strip. The trees and landscape strip will need to be placed on the eastern end of the parking lot. There will also need to be verification that site lighting meets the requirements of City Code 22-60 (j).

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed private K-8 school based on compliance with the requirements of the City Code. The Fort Pierce Building, Police, and Planning departments submitted comments .There were also comments from FPUA Water/Wastewater and the St. Lucie County Fire District. In response to the Fort Pierce Police Department the applicant will install directional signage on the property that details student drop off and pick up locations and will install signs to notify drivers that Avenue A is a one way street. In response to the St. Lucie County Fire District, Fort Pierce Building Department, and FPUA Water/Wastewater, signed and sealed drawings will be obtained that will show a chance of use to an "E" occupancy. This will also help the Fort Pierce Building Department to determine if a fire alarm and sprinkler system will be required. The

applicant will address the Fort Pierce Planning Departments comments with landscape improvements, a lighting plan, and a striping plan.

Planning Board:

At their February 14, 2017 meeting, the Planning Board voted (8-0) to approve the application for a Conditional Use with No New Construction to operate a private K-8 school with 135 students at First United Methodist Church of Fort Pierce.

Property Owner Response Summary:

A total of 42 notifications for the proposed Conditional Use with No New Construction were mailed to the owners of properties located within 500 feet of the subject property. As of February 24, 2017, 7 letters have been received in support, 0 letters have been received in opposition, and 2 letters have been received that are neutral to the project. An update will be given at the City Commission meeting.

Staff Recommendation:

Staff recommends that the City Commission **approve** the Application for Conditional Use with No New Construction to operate a private K-8 school that will accommodate 135 (one hundred thirty five) students. In finding of consistency with the Land Development Code and compatibility with the City's Comprehensive Plan, staff recommends the following conditions:

1. Landscape improvements must be made to the property to bring the site into compliance with City Code 22-187 (4). This improvement must be completed prior to receiving a Certificate of Occupancy.

2. A pavement marking plan that implements the traffic flow plan must be submitted with the building permit.

3. A lighting plan or photometric survey must be submitted that verifies lighting in the parking lot in accordance with City Code 22-60 (j). This plan must be submitted with the building permit.

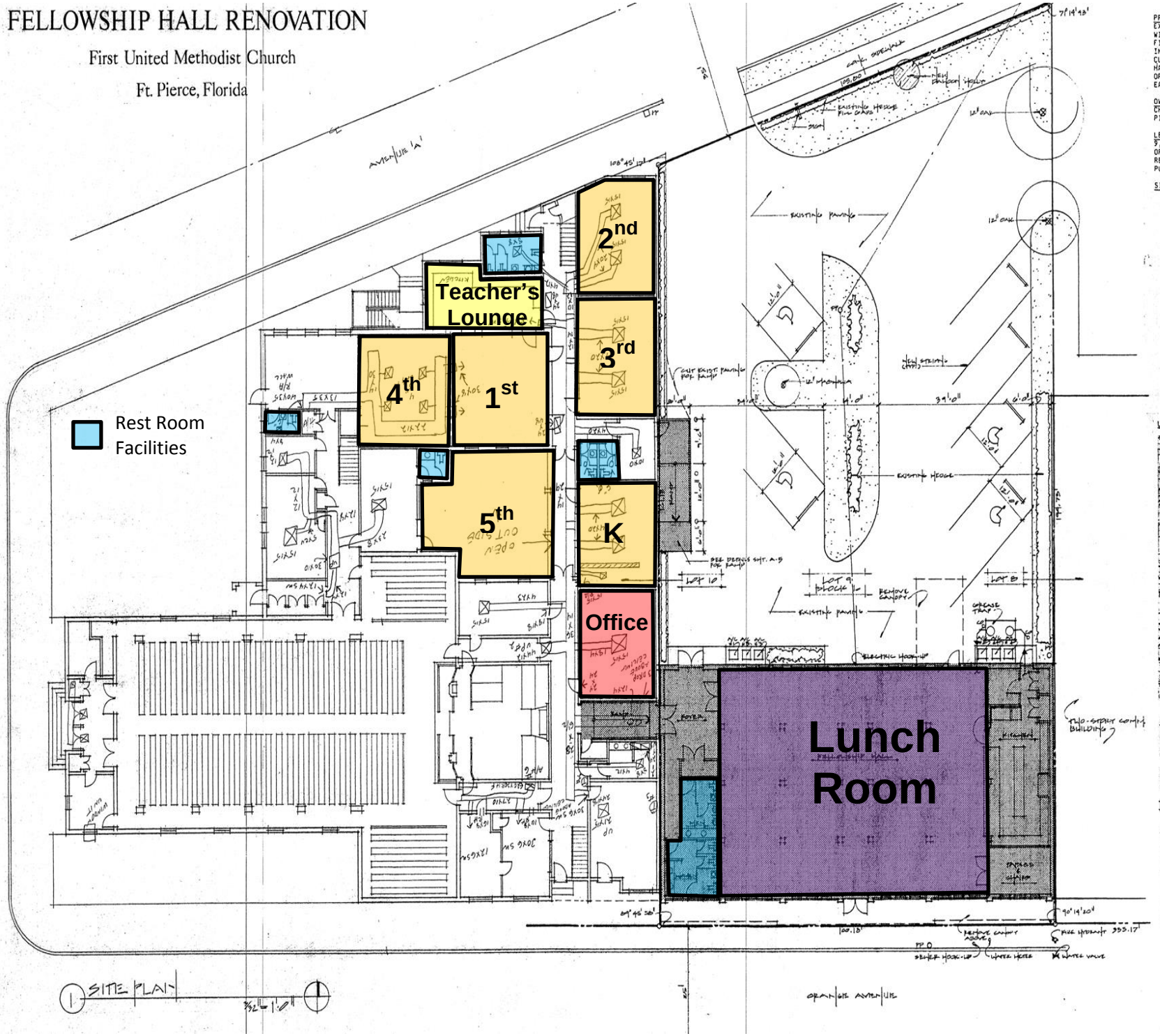
4. Signed and sealed drawings that are to scale must be submitted with the building permit that shows the change to an "E" occupancy.

5. The applicant coordinates and permits appropriate crosswalk and school zone signs along the Avenue A corridor to notify drivers of an active school zone. This must be completed before a Certificate of Occupancy can be issued.

FELLOWSHIP HALL RENOVATION

First United Methodist Church

Ft. Pierce, Florida



PROJECT DESCRIPTION - RENOVATION OF EXISTING 5000 S.F. BUILDING WHICH WILL SERVE AS A FELLOWSHIP HALL FOR FIRST UNITED METHODIST CHURCH. INTERIOR RAMP BETWEEN EXISTING CLASSROOM BUILDING AND FELLOWSHIP HALL WILL BE PROVIDED WITH RATED OPENING. DOOR WILL ALSO BE ADDED TO EAST WALL OF SCHOOL WITH RAMP.

OWNER - FIRST UNITED METHODIST CHURCH, 616 ORANGE AVENUE, FT. PIERCE, FL, 34950.

LEGAL DESCRIPTION - BEING ALL OF LOT 9, BLOCK L, ACCORDING TO THE PLAT OF "RECEIVERS SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 113, PUBLIC RECORDS OF ST. LUCIE COUNTY.

SITE DATA

BUILDING AREA	5000 SF
PARKING, WALKS	9544 SF
GREEN AREA	3282 SF
TOTAL LOT AREA	17,826SF
BUILDING LOT COVERAGE	28%
ZONING	C-3
PARKING - n/c new parking required HANDICAP	4

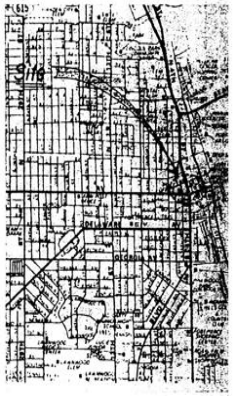
WATER. EXISTING PUBLIC WATER/ SEE SITE PLAN FOR HOOK-UP.

SEWER. EXISTING PUBLIC SEWER/ SEE SITE PLAN FOR HOOK-UP.

DRAINAGE. NO NEW PAVING REQUIRED

LANDSCAPING. 10' LANDSCAPED STRIP ALONG AVENUE A R.O.W.- REPLACE DEAD HEDGING MATERIAL AND PLANT 1 DAHOON HOLLY. NO INTERIOR LANDSCAPE REQUIRED.

LOCATOR MAP



LOCATION. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ACTUAL FIELD CONDITIONS AND DIMENSIONS AND NOTIFY ARCHITECT OF ANY CHANGES OR DISCREPENCIES.

DEMOLITION. REMOVE EXISTING MANSARD ROOF ON SOUTH WALL AND EXISTING CANOPY ON NORTH WALL.

= INDICATES AREA OF RENOVATI

INDEX

A-1	SITE PLAN
A-2	FLOOR PLAN
A-3	ELEVATIONS
A-4	SECTIONS/DETAILS
A-5	RAMP/DETAILS
A-6	INTERIOR ELEVATIONS
M-1	PLUMBING PLAN
M-2	HVAC PLAN
E-1	ELECTRICAL PLAN
E-2	LIGHTING PLAN



Advanced Scholars Christian Academy

616 Orange Ave

Fort Pierce, FL 34950

(United Methodist Church Building)

772-634-6906/772-985-1311

Advance Scholars Christian Academy was initiated to provide Fort Pierce and its environs an opportunity to expose our students to a quality of education that is above the rest. Particular emphasis will be centered on Intensive Phonics, Reading and, Math skills.

The school plans on opening with **six classes** (Kindergarten through Fifth). To achieve our ultimate vision of excellent student performance and academic excellence city wide, we plan to grow significantly in the next three years into a full functioning K-8th School. We will do so by moving up with our highest grade level (fifth)

Our growth will occur in two phases. In the first phase, we will strengthen and build the organization in anticipation of further growth. In the second phase, the organization will refine the strategy and implement it to reach the school's full potential.

We are anticipating an **enrollment** of 60 students this school year; at least 12students per classroom. Next school year, we are hoping to have no more than 20 students per class.

Our **staff** for 2017-2018 will consist of 6 certified Teachers, 1 Principal, 1 receptionist and 1 Floater for lunchroom duties as needed services.

Hours of Operation: 7:30 a.m. – 4:00 p.m.

We will be partnering with MRC Family for **Before-Care and After-Care** services. MRC Family's Before-Care starts at 7 a.m. and After-Care ends at 6 p.m. School Academic Hours are 8 -3 p.m. Monday to Friday.

ASCA is working diligently with A&S **Transportation** to acquire one bus for the first year. Currently, we are unable to provide a bus route as yet.

The eastern driveway on Avenue A will be dedicated for entrance unto the property and the western for exit on Avenue A. The bus will **drop off** between 7:30 and 7:40 and proceed to the empty Lot until Parent Drop Off is done. At 7:45 Parent drop off commences and follows the same path as the bus. Parent drop off ends promptly at 8:00. After school, bus will pick up students at 2:45 and parents at 3:00 p.m.

At Advanced Scholars Christian Academy, our academics are aimed at maximizing the potential of each and every child. From the time our students join our community, they will experience a nurturing atmosphere of learning and discovery in all areas of academics. We seek to partner with parents to prepare students for a level of education that exceeds all of St. Lucie County and a life of service to our Lord through excellence in Bible-centered instruction and through Godly example. To fulfill this partnership, we are committed to providing:

Extra activities including but not limited to Art, Music, Physical Education and Computer

Highly qualified Christian teachers

Low student to teacher ratio

Most affordable tuition in all of St. Lucie County

Mentorship Program

Adopt a Kid Program

Tutoring Service

Before and Aftercare Service (MRC Family)

Summer Camp and Summer School

Plenty of individual attention

Unbeatable instruction via the ABEKA curriculum

Weekly chapel

Faith-Based educational institution

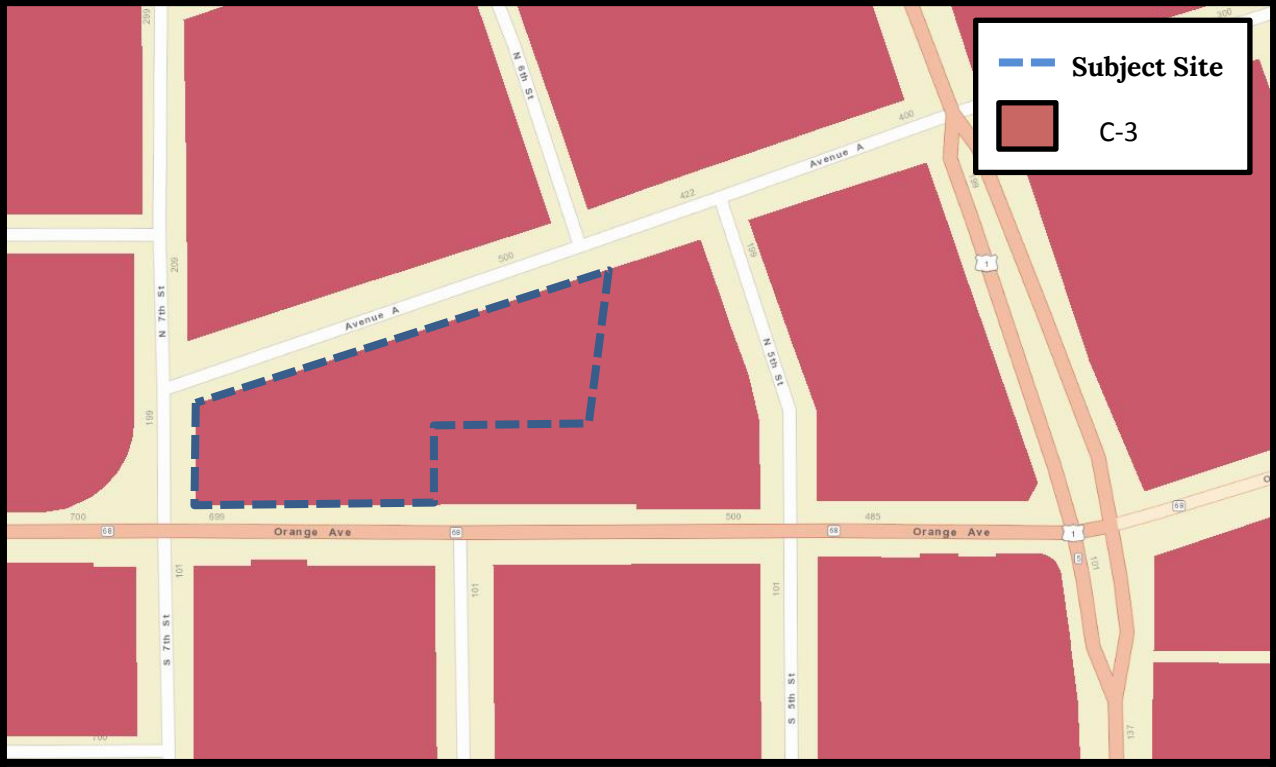
Monthly Heritage Assembly

Etiquette classes

Monthly Science Projects and Book Reports (all grade levels)

Daily Schedule

8:00	Welcome & Attendance
8:30	Bible (Chapel on Mondays)
9:00	Reading
9:30	Math
10:00	Snack + Bathroom Break (10:15)
10:30	Phonics
11:00	Math Lab (M&W) Reading Lab (T&Th) Technology Lab (F)
11:30	Recess
12:00	Lunch
12:30	Spelling (M&W) Writing (T&Th) Testing (F)
1:00	Science (M&W) Social Studies (T&Th) Testing (F)
1:30	Snack + Bathroom Break (1:15)
2:00	Art (M) Music (T) Spanish (W) P.E. (Th) General Assembly (F)
2:30	*D.E.A.R / Storytime (K) *drop everything and read
2:45	Bus Dismissal
3:00	Dismissal for all



THE SUNRISE CITY
FORT PIERCE
Florida

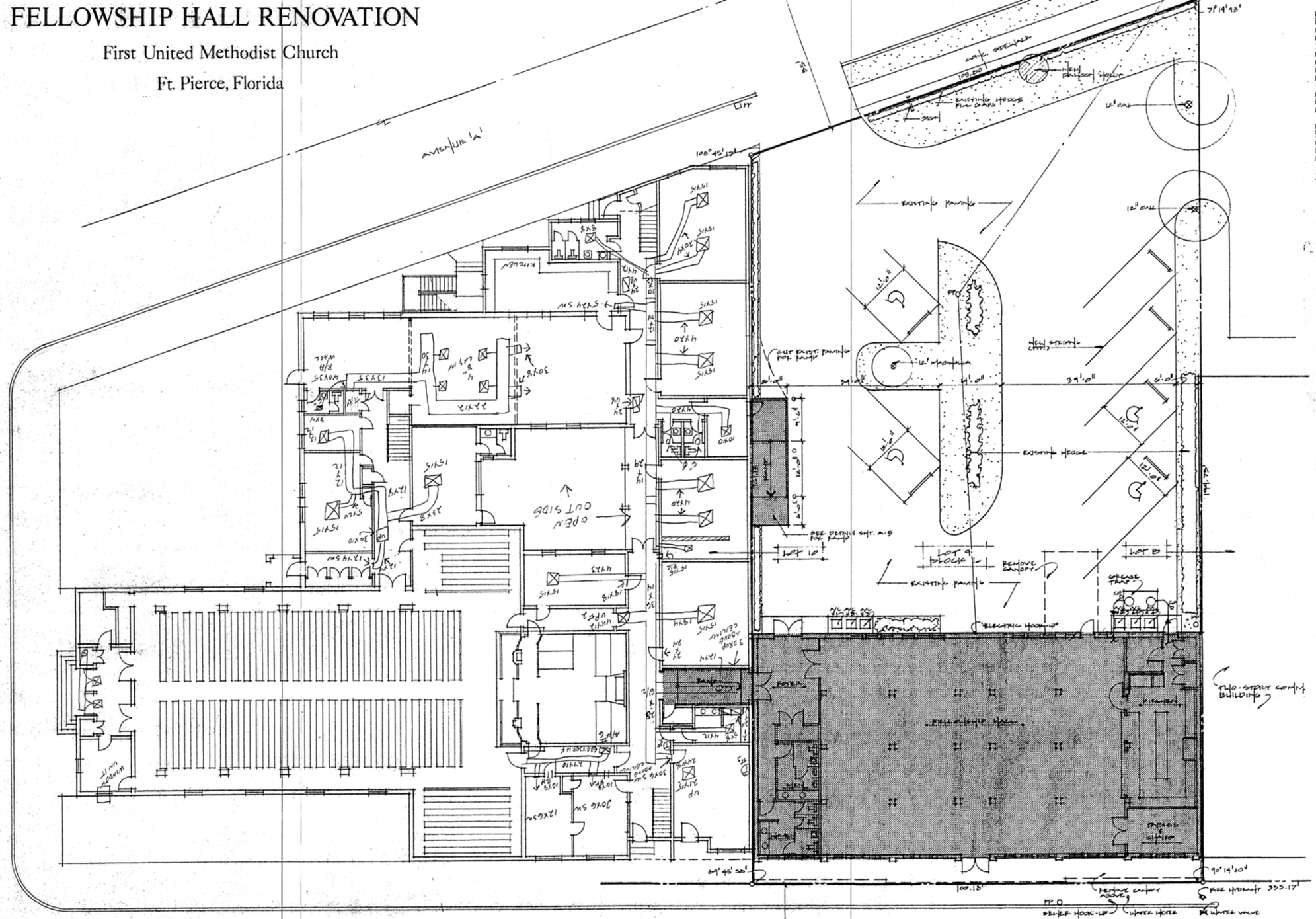
Advanced Scholars Christian Academy
616 Orange Avenue
Zoning Map

N
W E
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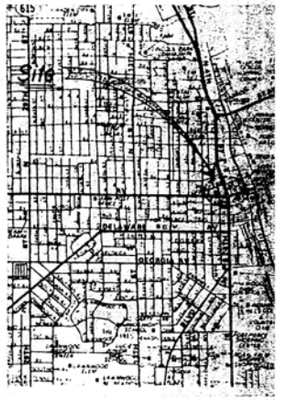
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▨ - INDICATES AREA OF RENOVATION

INDEX

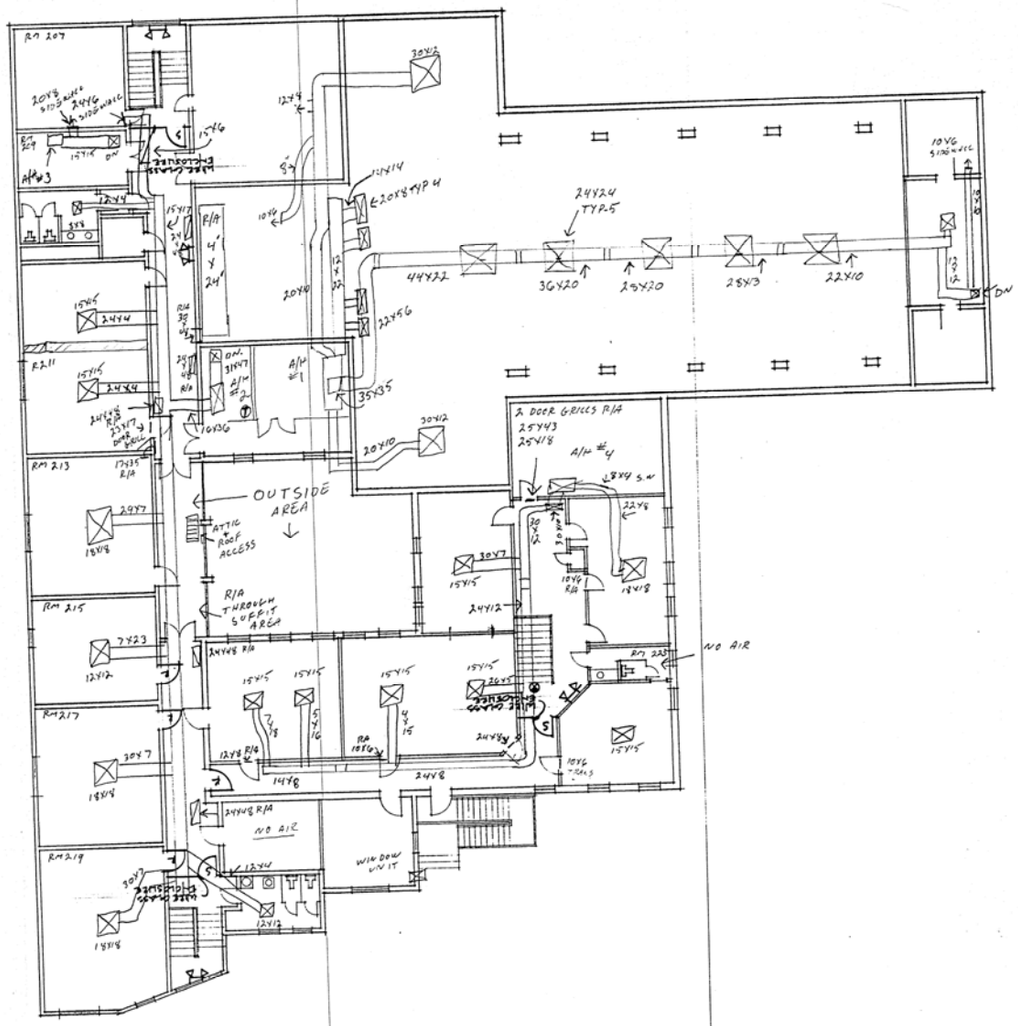
A-1	SITE PLAN
A-2	FLOOR PLAN
A-3	ELEVATIONS
A-4	SECTIONS/DETAILS
A-5	RAMP/DETAILS
A-6	INTERIOR ELEVATIONS
M-1	PLUMBING PLAN
M-2	HVAC PLAN
E-1	ELECTRICAL PLAN
E-2	LIGHTING PLAN

1 SITE PLAN 3/32" = 1'-0"

1st Floor Plan

ROBERT E.A. TERRY, JR. - ARCHITECT
AIA
3640 NORTH MILTON ROAD - FORT PIERCE, FLORIDA 34946
PHONE (407) 24

SHEET
PROJECT
LOCATION
SCALE
DRAWN BY
DATE
REVISED



2nd Floor Plan

"NOT TO SCALE"

DESCRIPTION:

Beginning at a stake on the South line of Palmetto Avenue (now Avenue A), 331.7 feet Westerly from the intersection of the South line of Palmetto Avenue, and the West line of Magnolia Street (now Fourth Street), thence Westerly on the line of Palmetto Avenue, 53.3 feet to a stake; thence Southerly on an angle of 109 deg. 35 min. 123.5 feet to a stake; thence Easterly 50 feet to a stake; thence Northerly 140.3 feet to the place of beginning. Being the East part of the North part of Lot 7, of RECEIVER'S Subdivision of Block "L", City of Fort Pierce, Florida, as per plat thereof recoaded in Plat Book 4, Page 5, Public Records of St. Lucie County, Florida.

AND

Begin at a stake on the South line of Avenue "A" 385 feet Westerly from the intersection of the South line of Avenue "A" and the West line of North 4th Street run Westerly on Avenue "A" 53.3 feet to a stake; thence run Southerly on an angle of 109° 35' 106.7 feet to a stake; thence run Easterly 50 feet; thence Northerly 123.5 feet to the Point of Beginning, being part of Lot 7, Block L, Receiver's Resubdivision of Block L.

AND

Beginning at the Northeast corner of Lot 8, Block "L" of Receiver's Subdivision of Fort Pierce, Florida, according to the Plat thereof recorded in Plat Book 1, Page 192, records of St. Lucie County, Florida, from said Northeast corner of Lot 8, run thence South along the East line of Lot 8, 117 feet; thence turn at right angles and run West 100 feet to the West line of said Lot 8, thence North along said West line of Lot 8, to the South line of Avenue A (Formerly Palmetto Street); thence Easterly along the South line of Avenue A to the Point of Beginning.

AND

Lots 9,10 and 11, Block L of aforesaid Received Re-subdivison of Block L.

AND

Begin 100 feet West of the Northwest corner of 5th Street and Avenue A and run thence North 100 feet, West 50 feet, South 100 feet, and East 50 feet to the Point of Beginning; being a part of Block A-S of AARON LEE'S MAP OF FORT PIERCE, according to the plat thereof, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida;

AND

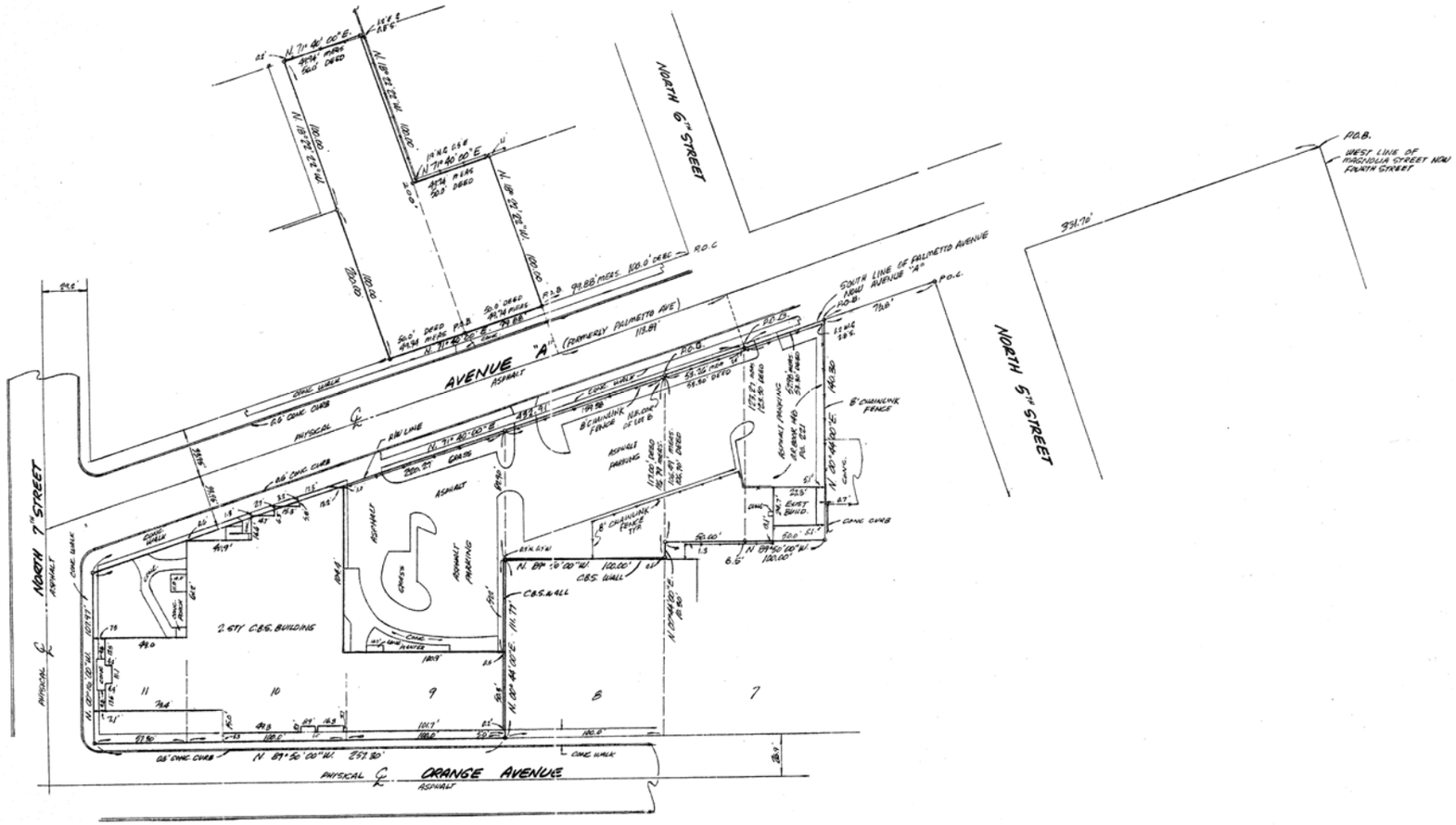
Begin 150 feet West of the Northwest corner of Marion Street and Palmetto Avenue and run thence North 200 feet , West 50 feet, South 200 feet, and East 50 feet to the Point of Beginning; being a part of Block A-S. of AARON LEE'S Map of Fort Pierce, according to the plat thereof, as recoaded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida.

SURVEYOR'S NOTES:

1. Lands shown hereon were no abstracted for easements and/or rights of way by this office.
2. Legal description were supplied by client.
3. Lands shown hereon are in Flood Zone X
4. This Survey was not ordered as an ALTO and/or ACSM Survey and may not meet their requirements

Legend of Survey Abbreviations





Site Plan

CERTIFIED TO:

Melborne Dis Board of Missions
and Church Extentions
First Methodist Church of Ft. Pierce, Inc.

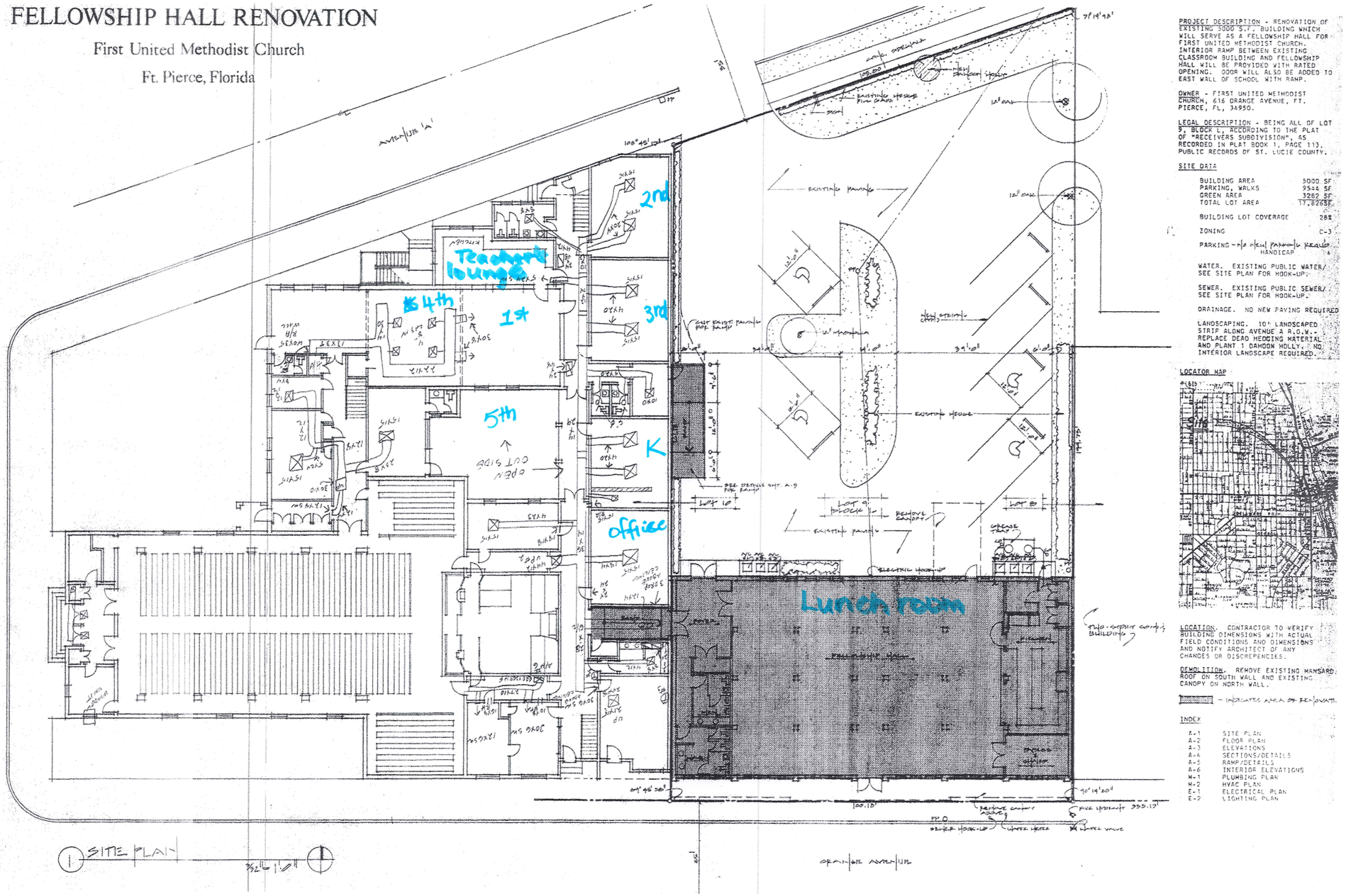
This certification is made only to above named parties for purchase and/or mortgage of herein delineated property by above named purchaser. No responsibility or liability is assumed by surveyor for use of survey for any other purpose including but not limited to, use of survey for survey affidavit, resale of property, or to any other person not listed in certification, either directly or indirectly.

I hereby certify that the attached sketch of survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed under my direction. I further certify that this survey meets the minimum technical standards for land surveying in the State of Florida (chapter 61G17) pursuant to section 472.027, Florida statutes. Subject to the qualifications noted hereon.

MICHAEL P. MCLAUGHLIN
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 2960

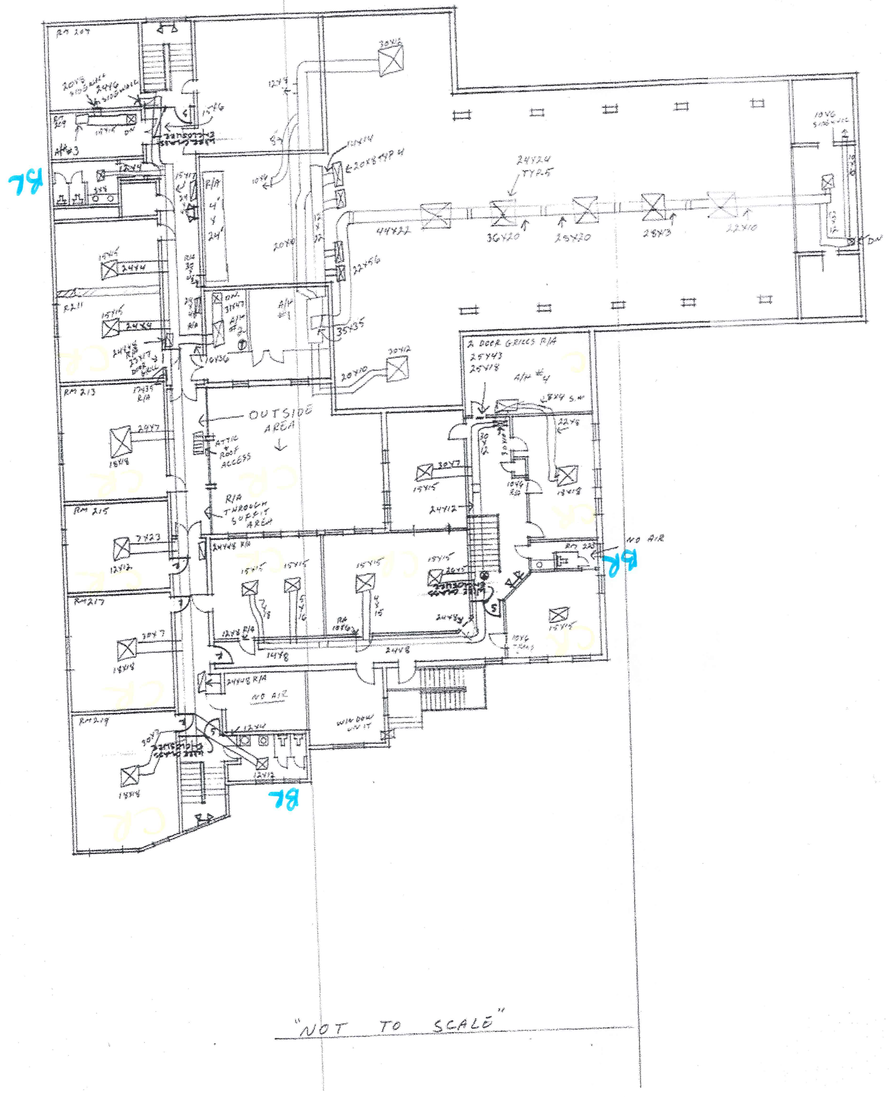
McLaughlin Land Surveying, Inc.
498 Maple Avenue
Ft. Pierce, FL 34982
(407) 465-0250
FAX: (407) 489-0730

DATE	SCALE:	DWN. BY:	JOB NO.:
1-29-07	1"=40'	J.L.A.	23697



1st Floor Plan (K-5th)

future expansion
K-8th



ROBERT E.A. TERRY, JR. - ARCHITECT
3640 NORTH MILTON ROAD - FORT PIERCE, FLORIDA 34946
AIA

2nd Floor Plan for Future Expansion (K-8th)

DESCRIPTION:

Beginning at a stake on the South line of Palmetto Avenue (now Avenue A), 237.7 feet Westerly from the intersection of the South line of Palmetto Avenue, and the West line of Magnolia Street (now Fourth Street), thence Westerly on the line of Palmetto Avenue, 53.3 feet to a stake; thence Southerly on an angle of 109 deg. 35 min. 123.5 feet to a stake; thence Easterly 50 feet to a stake; thence Northerly 140.3 feet to the place of beginning. Being the East part of the North part of Lot 7, of RECEIVER'S Subdivision of Block "L", City of Fort Pierce, Florida, as per plat thereof recorded in Plat Book 4, Page 5, Public Records of St. Lucie County, Florida.

AND

Begin at a stake on the South Line of Avenue "A" 385 feet Westerly from the intersection of the South Line of Avenue "A" and the West line of North 4th Street run Westerly on Avenue "A" 53.3 feet to a stake; thence run Southerly on an angle of 109° 35' 106.7 feet to a stake; thence run Easterly 50 feet; thence Northerly 123.5 feet to the Point of Beginning, being part of Lot 7, Block L, Receiver's Resubdivision of Block L.

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AND

Lots 9,10 and 11, Block L of aforesaid Received Re-subdivison of Block L.

AND

Begin 100 feet West of the Northwest corner of 5th Street and Avenue A and run thence North 100 feet, West 50 feet, South 100 feet, and East 50 feet to the Point of Beginning; being a part of Block N-5 of AARON LEE'S MAP OF FORT PIERCE, according to the plat thereof, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida;

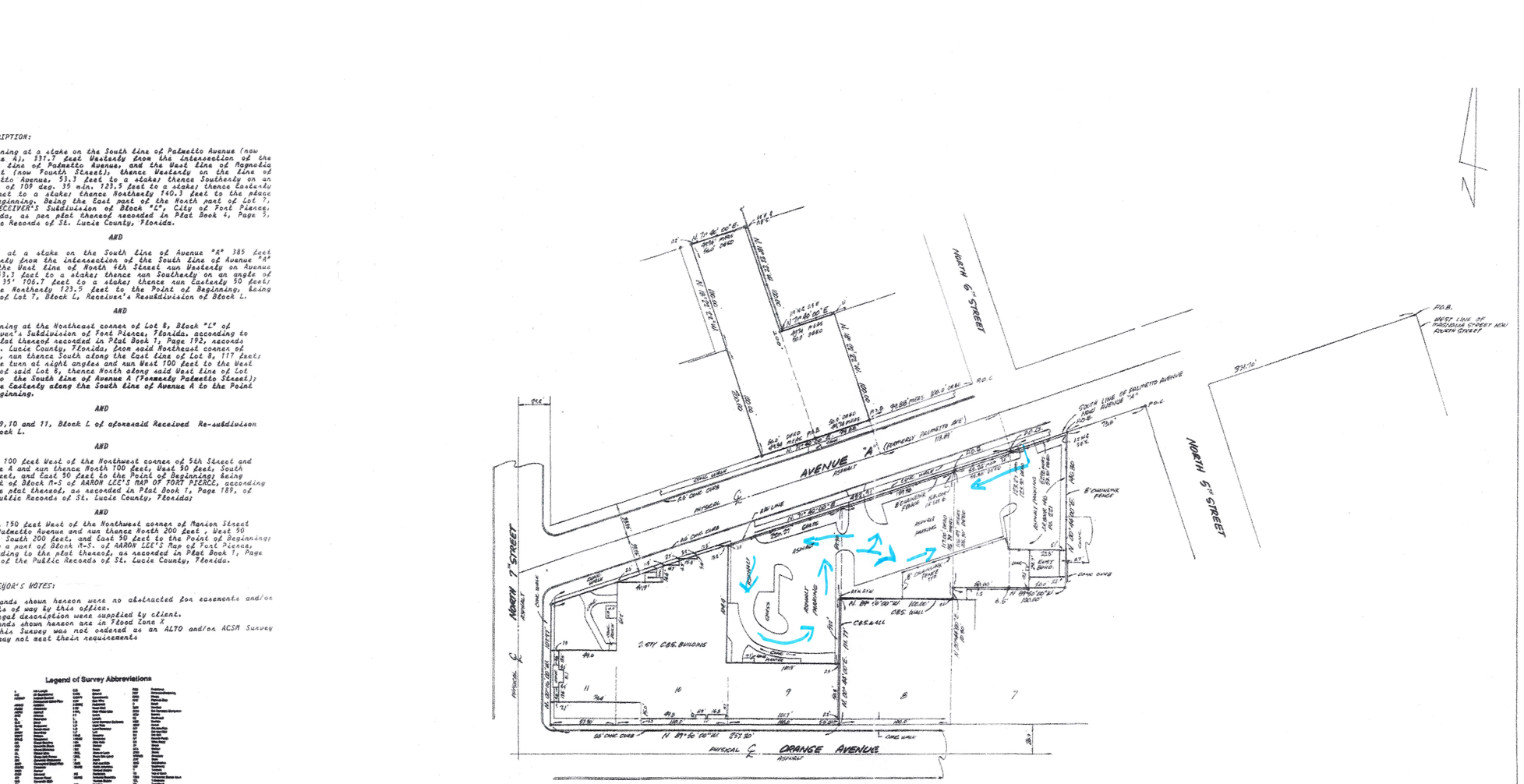
AND

Begin 150 feet West of the Northwest corner of Marion Street and Palmetto Avenue and run thence North 200 feet, West 50 feet, South 200 feet, and East 50 feet to the Point of Beginning; being a part of Block N-5, of AARON LEE'S Map of Fort Pierce, according to the plat thereof, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida.

SURVEYOR'S NOTES:

1. Lands shown hereon were no abstracted for easements and/or rights of way by this office.
2. Legal description were supplied by client.
3. Lands shown hereon are in Flood Zone X
4. This Survey was not ordered as an ALTO and/or ACSM Survey and may not meet their requirements

Legend of Survey Abbreviations



CERTIFIED TO:

Methodist Dis Board of Missions
and Church Extensions
First Methodist Church of Ft. Pierce, Inc.

This certification is made only to above named parties for purchase and/or mortgage of herein delineated property by above named parties. No responsibility or liability is assumed by surveyor for use of survey for any other purpose including but not limited to, use of survey for survey affidavit, resale of property, or to any other persons not listed in certification, either directly or indirectly.

I hereby certify that the attached sketch of survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed under my direction. I further certify that this survey meets the minimum technical standards for land surveying in the State of Florida (chapter 61G17) pursuant to section 472.027, Florida statutes. Subject to the qualifications noted hereon.

MICHAEL P. MCLAUGHLIN
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 2960

McLaughlin Land Surveying, Inc.
498 Maple Avenue
Ft. Pierce, FL. 34982
(407) 465-0250
FAX: (407) 489-0730

DATE: 4-2-97 | SCALE: 1"=20' | DWN. BY: J.L.A. | JOB NO.: 96097

Traffic Flow for Bus and Car Traffic



THE SUNRISE CITY FORT PIERCE Florida

Advanced Scholars Christian Academy
616 Orange Avenue
Aerial Map

N
W E
S

City Commission Regular Meeting **11.c.**

Meeting Date: 03/06/2017

Re: Conceptual Development Plan - Treasure Coast Recovery Center – Drug & Alcohol Treatment Center - 604 Midway Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Review and approval of a Conceptual Development Plan submitted by property owners, 604 Midway LLC. and representative Mike McCarty of McCarty & Associates, which conceptualizes establishment of a Drug and Alcohol Treatment Center at 604 Midway Road, Fort Pierce, FL. The property is zoned Neighborhood Commercial, C-2, and concurrently being considered for rezoning to Office Commercial, C-1. Parcel ID: 3403-243-0001-000-0.

SUMMARY:

- The applicant is requesting the review and approval of a Conceptual Development Plan pursuant to Section 22-58(e) of the City Code. Section 22-58(e) of the City Code provides that prior to, but not in lieu of, submission of a complete application and site plan the applicant may, solely at the applicant's own election advance this preliminary proposal.
- The proposal conceptual development plan proposes a Drug & Alcohol Treatment Center at 604 Midway Road, a 3.53 acre which was developed with St. Lucie County in 1998, establishing a 6,000 sq. ft. commercial medical office.
- The proposal seeks to adaptively reuse the former cancer treat facility and construct a new 55,000 square feet facility to create a drug and alcohol recovery campus. The concept for the project is to provide a single campus to provide rehabilitation services via substance abuse services, comprised of detoxification, residential, and outpatient treatment programs.
- The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

No fiscal impact is presented with this proposal.

Attachments

Staff Report
Aerial & Zoning Map
Application & Support Documents
Conceptual Development Plan
Use Proposal & Program Overview
PB Minutes
TRC Minutes 1-19-2017

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 02:25 PM

Form Started By: Kori Benton
Started On: 02/23/2017 03:13 PM
Final Approval Date: 03/01/2017

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: Treasure Coast Recovery Center – Drug & Alcohol Treatment Center
Conceptual Development Plan
604 Midway Road

DATE: February 23, 2017

STAFF REPORT

Owner: 604 Midway LLC
7745 Dawson CT
Lake Worth, FL 33467

Applicant: McCarty & Associates
Mike McCarty
73 S.W. Flagler Avenue
Stuart, FL 34994

Requested Action: Approval of a Conceptual Development Plan

Location: 604 Midway Road

Parcel IDs: 3403-243-0001-000-0

Surrounding Zoning:

North	East	South	West
OS-1	C-3	C-1 / COM (SLC)	CN (SLC)

Future Land Use: RH, High Density Residential

Parcel Size: 3.53 acres

Utilities: Located within the FPUA Water/Waste Water Service Area

Request:

The applicant is requesting the review and approval of a Conceptual Development Plan pursuant to Section 22-58(e) of the City Code. Section 22-58(e) of the City Code provides that prior to, *but not in lieu of*, submission of a complete application and site plan the applicant may, solely at his own election, utilize the following procedure:

> (1) A conceptual development plan may be submitted to the department of planning and development, which shall schedule a meeting for its consideration by the city planning board. The conceptual development plan shall include a map showing the general layout of the proposed development, statements describing in detail the character and intended use of the development and information bearing on the ownership and control of the proposed use;
>
> (2) The city planning board shall review the conceptual development plan and make recommendations as appropriate for its approval or disapproval;
>
> (3) The city commission shall hold a hearing and approve or disapprove the conceptual development plan or approve it with conditions.

Staff Analysis:

The applicant is requesting review of a Conceptual Development Plan for a Drug & Alcohol Treatment Center at 604 Midway Road. The 3.53 acre site was developed with St. Lucie County in 1998, establishing a 6,000 sq. ft. commercial medical office providing outpatient cancer treatment. The property was annexed into the City of Fort Pierce in 2008, with the previous use discontinuing in 2014.

The subject site has a zoning designation of Neighborhood Commercial, C-2. The presented development plan is being advanced concurrent with a request to rezone the subject site to Office Commercial, C-1. Presently, the C-2 district does not permit medical facilities, as presented within the conceptual development plan.

The site is located on the north side of Midway Road, under a quarter mile west of South US Highway 1. The property is situated next to a small real estate office, at the rear of the adjacent Winn Dixie Plaza. The property to the west remains undeveloped, in St. Lucie County, with a neighborhood commercial zoning designation. A drainage canal borders the property along the north, abutting the Ancient Oaks preserve. A dental office is established to the south, across Midway Road.

Conceptualized Operation

The proposal seeks to adaptively reuse the former cancer treat facility and construct a new 55,000 square feet facility to create a drug and alcohol recovery campus. The concept for the project is to provide a single campus to provide rehabilitation services via substance abuse services, comprised of detoxification, residential, and outpatient treatment programs.

Treasure Coast Recovery Center has described their program to be a 12-step, abstinence-based program specializing in the treatment of chemical dependency, alcoholism and associated disorders. The service description includes medical and clinical programs with various treatment intensity and duration, with each level designed to provide a safe, secure, supportive environment and an array of professional services to assist individuals to achieve and maintain recovery.

The existing structure (Building #1) is designated for reuse as a 30 bed facility, which would require consideration through a formal Conditional Use approval.

The expansion phase (Building #2) is designed to provide advancement of a new 3-story, 55,000 sq. ft., to provide capacity for 200 beds for medical and residential care, also requiring consideration of Conditional Use approval. This portion may provide support services such as a cafeteria, support offices, as well as a secured courtyard area.

Development Review Requirement

The type and scale of the development will necessitate formal Site Plan, Conditional Use, and Concurrency review for both of the proposed components of the facility. Furthermore, the request for new construction will be reviewed pursuant to the established design review guidelines in City Code Section 22-59, as it is proposed along an arterial roadway and requires site plan consideration.

The conceptual development plan presents reuse of the existing access to the site on Midway Road, extending new driveways and parking to support the expansion conceptualized. Off-street parking is presented at a level of one space per three beds pursuant City Code Sec. 22-60 (d) (3) i., as the demand is presented as comparable to, or within the classification of, sanitariums, rest homes, convalescent homes and adult congregate living facilities. Storm water retention is presented via a dry retention area to be relocated and expanded near the north end of the site.

Lighting and landscaping plans were not provided with the conceptual development plan; however areas are reserved on the plan to accommodate the required buffer areas. In the absence of a landscape plan or tree survey, staff is unable to verify compliance with established tree preservation or interior vehicular use landscaping requirements. Incorporation of security protocols, consisting of planted or designed fence barriers may enhance the facility design.

The plan includes an internal sidewalk to provide connectivity throughout the campus; however there are no provisions for the installation of the Code required sidewalk connection out to the proposed Midway Road improvements.

The potential traffic impacts of the proposed facility have not been assessed and submitted with this application for review. It is noted that the Midway Road reconstruction and expansion project is underway, and shall be accounted for with formal development review plans.

Surrounding Uses

The City of Fort Pierce has not defined distance or buffer requirements specific to the proposed use type, however staff reviewed the proposed use with regards to the established uses within a 1,000 ft. radius. The evaluation considered the proximity of the site to similar facility types, single-family home subdivisions, churches or religious centers, public or private schools or daycare facilities, public parks, or establishments selling or serving alcoholic beverages. Of the use types reviewed, one (1) church and (1) establishment offering the sale of alcoholic beverages were identified. White City United Methodist Church is located roughly 900 ft. to the west, whereas the Gin Mill Bar & Grill is situated approximately 1,000 ft. to the east. St. Lucie County's Ancient Oaks Preserve & Park is located to the north as previously noted. Further review of the intensity of the site and potential impacts to the surrounding neighborhood and established uses will be completed upon formal application for Site Plan, Conditional Use, and Concurrency.

Technical Review Committee:

All affected departments have reviewed the submittals and have provided comments regarding the proposed conceptual development based on compliance and consistency with the requirements of the City Code, and other applicable regulations.

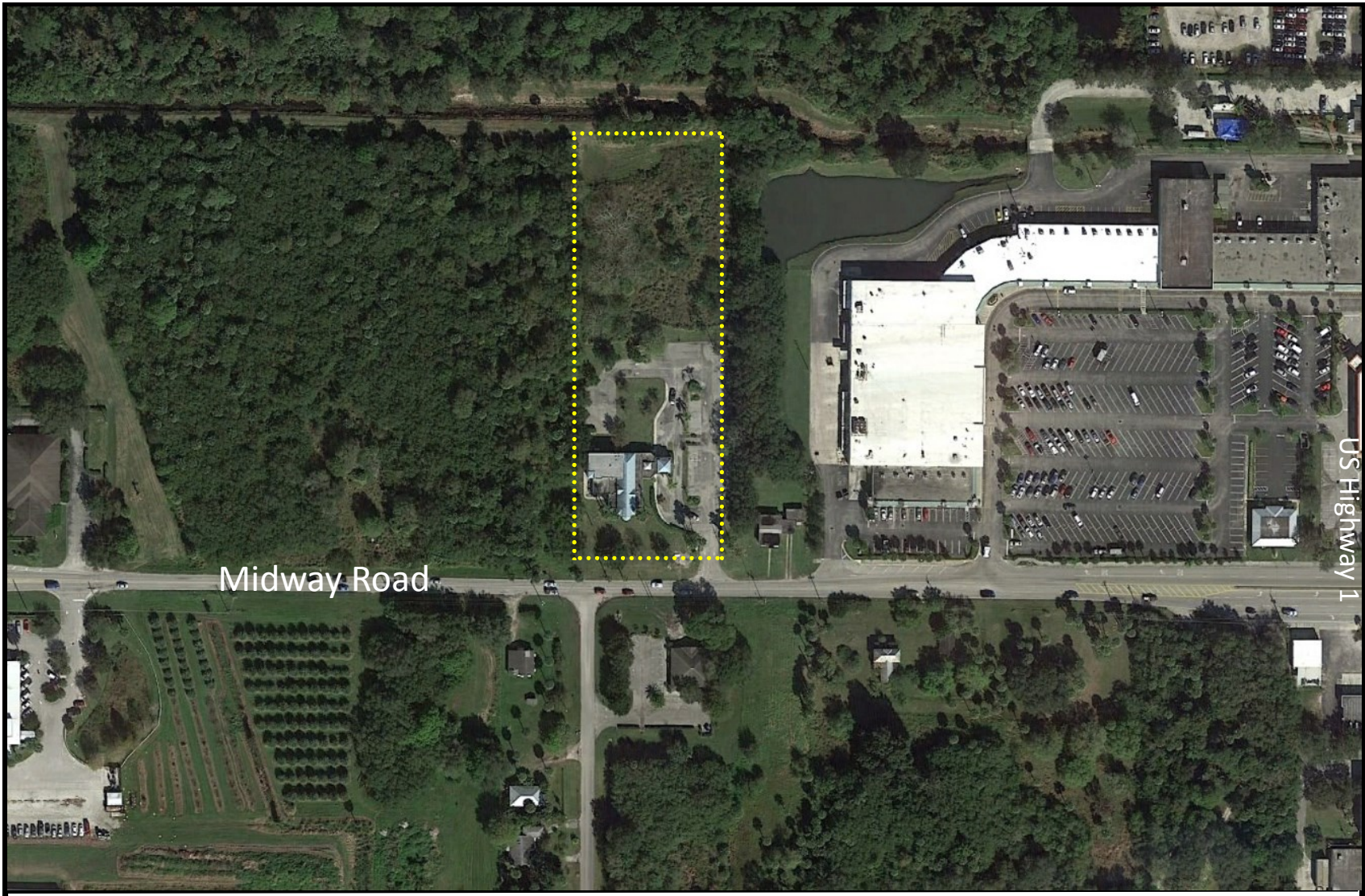
Planning Staff identified minor dimensional deficiencies, such as combined aisle and parking stall width, and components necessary for integration into a site plan, such as a refuse collection enclosure sidewalk infill, and adjustment to the handicap parking locations, if a site plan is subsequently filed. These notes are contained within the Technical Comments provided to the applicant by the Planning Department. Other corresponding departments provided feedback based upon the content provided by the applicant. These technical review comments are provided for review by the Commission.

Planning Board Recommendation:

The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request.

Staff Recommendation:

Staff recommends approval for the conceptual development plan with the acknowledgements provided to the applicant.

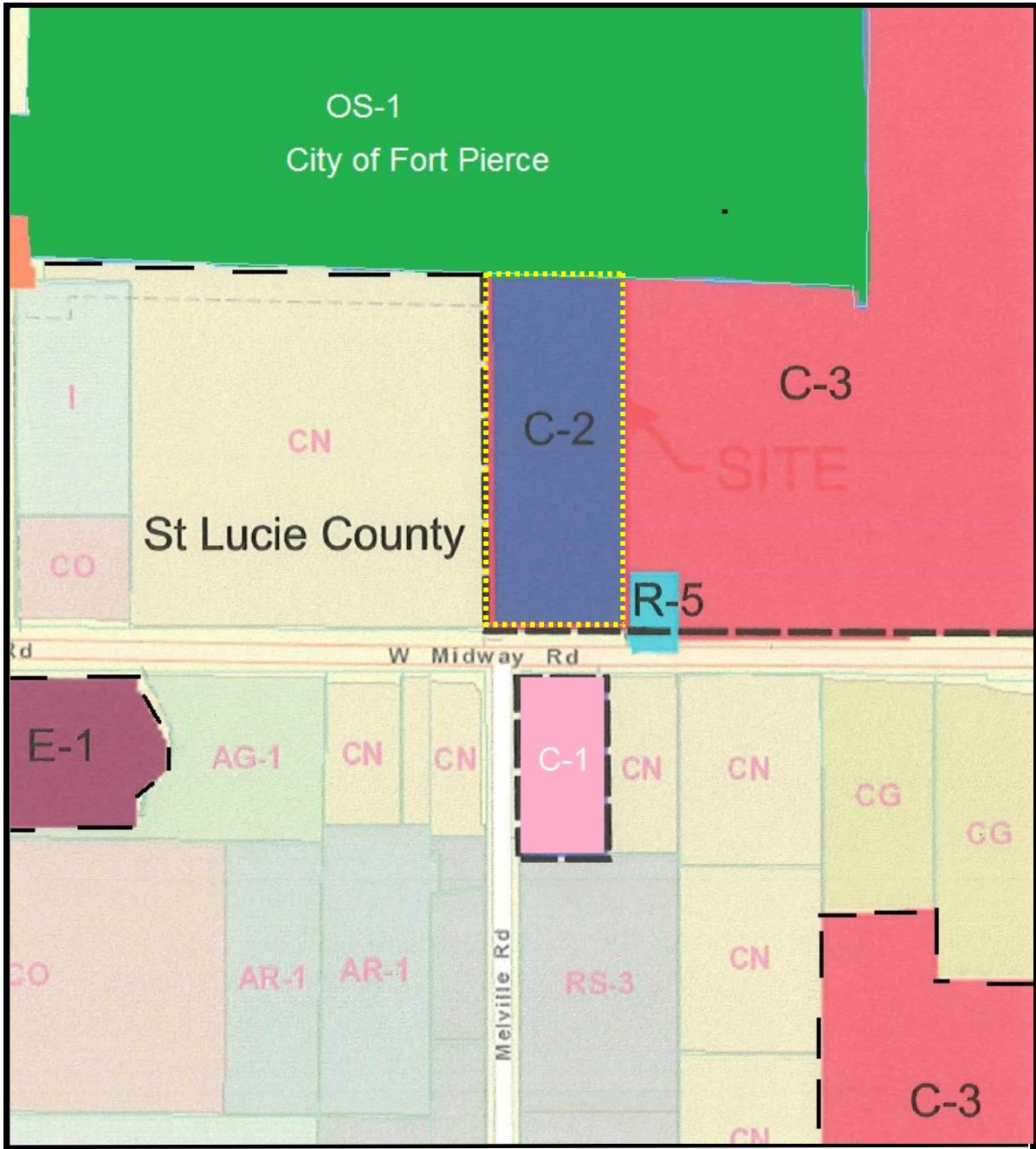


THE SUNRISE CITY
FORT PIERCE
Florida

604 Midway Road

Site Aerial

N
W
E
S



Treasure Coast Recovery Center – Zoning Map

604 Midway Road

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 604 Midway Rd

Parcel ID #(s) 3403-243-0001-000-0

Project description Request for for a residential detoxification and residential treatment facility

604 Midway LLC
Property Owner(s)
7745 Dawson Ct
Street Address
Lake Worth FL 33467
City State Zip
904-237-2343
Phone Number
ptm@mgapalmbeach.com
Email Address

McCarty & Associates Land Planning and Design LLC
Applicant/Representative, Title, Company
73 SW Flagler Ave
Street Address
Stuart FL 34994
City State Zip
772-341-9322
Phone Number
mike@mccartylandplanning.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. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

MGR.

Property Owner(s) Signature(s)

STATE OF FLORIDA – Palm Beach COUNTY
The foregoing instrument was acknowledged before me this 30th day of December, 20 16, by
Alan Bias who is personally known to me or has produced
as identification.

Signature of Notary

KATHARINA M. EICHHOF
MY COMMISSION #FF015534
(seal) EXPIRES May 7, 2017
(407) 398-0153 FloridaNotaryService.com

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 June 1, 2016
Intake Planner
Planner Assigned
Approved By Date
Comments

Fees Control # B. Permit #

Intake Date Stamp

❑ DEVELOPMENT REVIEW

General Information

- ❑ Incomplete application packets cannot be accepted.
- ❑ Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type		
❑ Site Plan	☒ Conditional Use with New Const.	❑ Major Amendment
☒ Conceptual Development Plan		❑ Minor Amendment

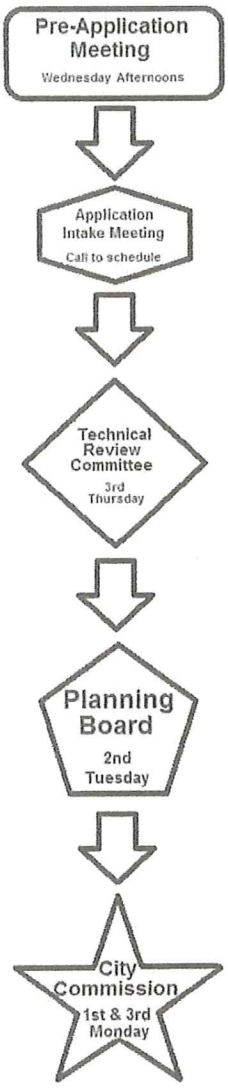
Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: _____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
Recreational	Commercial office	Residential and commercial big box	Vacant

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- ❑ Complete notarized application
- ❑ Warranty Deed
- ❑ SLC Property Record Card
- ❑ Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- ❑ General location map (see Section 22-58.d.2)
- ❑ Survey (see Section 22-58.d.3)
- ❑ Site Plan (see Section 22-58.d.4)
- ❑ Landscaping Plan (see Section 22-187)
- ❑ Storm Drainage Plan (see Section 22-58.d.6)
- ❑ Environmental Impact Report
- ❑ Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- ❑ Lighting Plan (see Section 22-58.d.8)
- ❑ Design Review submittals (see Design Review application)
- ❑ Traffic Impact Report
- ❑ Concurrency Review submittals (see Concurrency Review application)

TREASURE COAST

RECOVERY CENTERS

Program Overview

Treasure Coast Recovery Center, LLC will be 12-step, abstinence-based program specializing in the treatment of chemical dependency, alcoholism and associated disorders. The medical and clinical programs differ in intensity and duration, with each level designed to provide a safe, secure, supportive environment and an array of professional services to assist individuals to achieve and maintain a life of abstinence from mood altering chemicals. Treasure Coast Recovery provides a comprehensive array of substance abuse services, comprised of detoxification, residential and outpatient treatment programs.

OUR MISSION

OUR MISSION IS ABSTINENCE-BASED RECOVERY. We provide the highest quality, individualized, treatment to those suffering from the disease of addiction and the people in their lives who love them. We promote an intimate, caring environment to begin the journey towards sobriety.

OUR VISION

Treasure Coast Recovery Center's vision is to lead the way in the provision of evidence based, integrated substance abuse, mental health and physical health services, utilizing current and innovative therapies and emerging medical protocols to help individuals enter a life free from addiction.

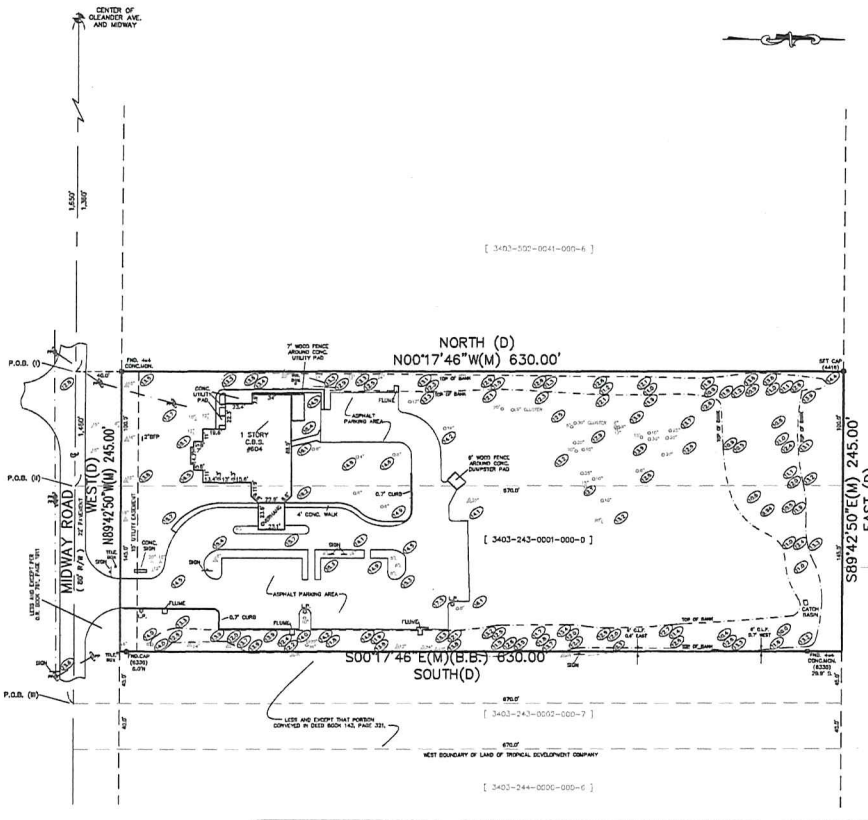
OUR PHILOSOPHY

Treasure Coast Recovery Center recognizes alcoholism and drug addiction as a primary disease. The disease affects brain-functioning and physiology, mental health, social and behavioral functioning and the totality of personal characteristics. The illness if left untreated is a chronic, progressive and fatal illness. The illness is pervasive and affects not only the individual, but has an impact on all who interact with them. *We believe each individual has the right to be treated with the upmost respect and dignity as they are valued by society.* Treasure Coast Recovery Center believes the Disease of Addiction is diagnosable and treatable and that the addiction progress is on a continuum-ranging from problem use to chronic dependence. ..*We believe each individual has the right to treatment, the most appropriate level of treatment, regardless of creed, gender, race, sexual orientation, age or origin and they have the inherent potential for change and growth*.

OUR SERVICES PROPOSED FOR THIS LOCATION

Residential Detoxification Services: Detoxification protocols are designed and implemented involving sub-acute care that is provided on a residential basis to assist clients to withdraw from the physiological and psychological effects of substance abuse. Individuals who enter the Detoxification services are assessed by qualified medical staff and provided medication for the physical stabilization of the chemical withdrawal. Support counselors assess the individual to develop a comprehensive treatment plan focusing on psychological and social stabilization and encouragement for the individual to remain in treatment following the detoxification process. Daily activities include medical monitoring, individual and group therapy and 12 Step meetings.

Residential Treatment: Our Residential Treatment services provide both therapy and supported services on-site where the individuals reside. Clinical services provided have a considerable emphasis placed on services that address the client's educational and vocational needs, socially dysfunctional behavior, and



TREE LEGEND:
○ = OAK TREE
✳ = PALM TREE
⊙ = OTHER TREE

LEGEND OF SURVEY ABBREVIATIONS

Δ	ARC DELTA	L	LENGTH
⌀	AIR CONDITIONER	LP	LIGHT POLE
ASP	ASPHALT	MES	MITERED END SECTION
BM	BENCH MARK	MHWL	MEAN HIGH WATER LINE
BOC	BACK OF CURB	MLWL	MEAN LOW WATER LINE
BLDG	BUILDING	N	NORTH
BLVD	BOULEVARD	NAD	NORTH AMERICAN DATUM
C	CENTERLINE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
CALC	CALCULATED	NTS	NOT TABULATED
CM	CHANNEL MARKER	OE	OVERHEAD ELECTRICAL
CMP	CORRUGATED METAL PIPE	OHW	OVERHEAD WIRES
CONC	CONCRETE	P	PLAT
CONST	CONSTRUCTION	PAL	PALMER RAILROAD MAG.
COR	CORNER	PC	POINT OF CURVATURE
CPP	CONCRETE POWER POLE	PCC	POINT OF COMPOUND CURVATURE
CL	CHAIN LINK FENCE	PI	POINT OF INTERSECTION
CM	CONCRETE MONUMENT	POB	POINT OF BEGINNING
CMP	CORRUGATED METAL PIPE	POC	POINT OF COMMENCEMENT
CVRD	COVERED	PRC	PROPERTY LINE
D	DEED	PT	POINT OF TANGENCY
DE	DRAINAGE EASEMENT	PVC	POINT OF REVERSE CURVE
DI	DRAIN INLET	R	RADIUS OR RISER
DOT	DEPARTMENT OF TRANSPORTATION	RCP	REINFORCED CONCRETE PIPE
E	EAST	RP	RADIAL POINT
EL	ELEVATION	RPP	REINFORCED CONCRETE PIPE
ENVIRON. PROTECTION	ENVIRONMENTAL PROTECTION	S	SOUTH
EOP	EDGE OF PAVEMENT	SBD	SET BOUNDARY DISK
ESMT	EASEMENT	SIB	SET IRON BAR
FDOT	DEPARTMENT OF TRANSPORTATION	SIP	SET IRON PIPE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	SMH	SANITARY MANHOLE
FH	FIRE HYDRANT	SR	STATE ROAD
FIN	FINISHED FLOOR	SSCO	SANITARY SEWER CLEAN OUT
FM	FORCE MAIN	SSMH	SANITARY SEWER MANHOLE
FPL	FLORIDA POWER & LIGHT	STA	STATION
FPP	FLORIDA POWER & LIGHT POWER POLE	STY	STORM SEWER MANHOLE
GA	GUY ANCHOR	SWD	SWALE DRAINAGE
GM	GAS METER	TBM	TEMPORARY BENCH MARK
GV	GATE VALVE	TEL	TELEPHONE
HDPE	HIGH DENSITY POLYETHYLENE	TH	TANGENT
HW	HEADWALL	TOB	TOP OF BANK
ID	IDENTIFICATION	TOW	TOP OF WALL
INV	INVERT	TYP	TYPICAL
IP	IRON PIPE	UP	UTILITY POLE
IR	IRON ROD	W	WEST
LA	LIGHT ANCHOR	WM	WATER METER
LB	LICENSED BUSINESS	WV	WATER VALVE
LS	LANDSCAPE	WW	WOOD WALK
LT	LIGHT	Δ	DELTA ANGLE
LW	LAKE WATER	#	NUMBERED LOTS

LEGAL DESCRIPTION:

BEGINNING(I) AT A STAKE 1,360 FEET EAST OF THE CENTER OF OLEANDER AVENUE AND MIDWAY, ACCORDING TO THE MAP OF WHITE CITY; THENCE NORTH 670 FEET; THENCE EAST 100 FEET; THENCE SOUTH 670 FEET; THENCE WEST 100 FEET TO THE POINT OF BEGINNING, SAID LAND LYING IN AND COMPRISING A PART OF THE W ½ OF SW ¼ OF SE ¼ OF NW ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

AND

BEGINNING(II) 1,460 FEET EAST OF THE CENTER OF OLEANDER AVENUE AND MIDWAY IN THE TOWN OF WHITE CITY; RUN THENCE NORTH 670 FEET; THENCE EAST 190 FEET; THENCE SOUTH 670 FEET; THENCE WEST 190 FEET; TO THE POINT OF BEGINNING, SAID LAND LYING IN AND COMPRISING A PART OF THE W ½ OF SW ¼ OF SE ¼ OF NW ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

AND

BEGINNING(III) AT A POINT 1,650 FEET EAST OF THE CENTER OF OLEANDER AVENUE AND MIDWAY, ACCORDING TO THE MAP OF WHITE CITY; THENCE NORTH 670 FEET; THENCE EAST 40 FEET, MORE OR LESS TO THE WEST BOUNDARY OF LAND OF TROPICAL DEVELOPMENT COMPANY; THENCE SOUTH 670 FEET; THENCE WEST 40 FEET, MORE OR LESS TO PLACE OF BEGINNING; ALL IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCEL THAT PORTION THEREOF CONVEYED IN DEED BOOK 142, PAGE 321, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND LESS AND EXCEPT THAT PORTION TAKEN FROM MIDWAY ROAD IN OFFICIAL RECORDS BOOK 781, PAGE 1911, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALL OF THE ABOVE DESCRIBED LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
2. NORTH ARROW SHOWN HEREON IS ORIENTATED AS SHOWN.
3. THIS SURVEY IS CERTIFIED ONLY TO THE BELOW NAMED INDIVIDUALS
4. ELEVATIONS (IF SHOWN) HEREON ARE BASED ON N.A.V.D. (1988) UNLESS OTHERWISE NOTED.
5. LEGAL DESCRIPTION SUPPLIED BY CLIENT.
6. SQ. FT. OF HOUSE (IF SHOWN) SUPPLIED BY CLIENT.
7. NO STRUCTURES OR UTILITIES THAT ARE BENEATH THE SURFACE HAVE BEEN LOCATED.
8. ALL SET CAPS LABELED PSM WEH 4416 ARE SUPPORTED WITH AN 18" LONG #5 REBAR
ALL FOUND CAPS ARE A 5/8" ROD WITH A CAP AS LABELED ON SURVEY.
9. BEARING BASE ON EAST LINE OF PARCEL.
10. ORIGINAL SLC BM: "SONNY" EL=11.43' NAVD

CERTIFIED TO:

MILLS, SHORT & ASSOCIATES, INC.

THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILLIAM E. HAYHURST — DATE
PROFESSIONAL LAND SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4416

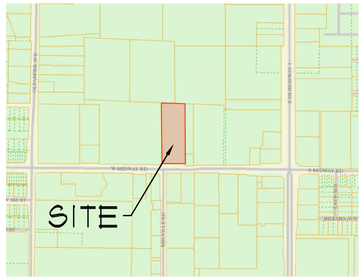
HAYHURST LAND SURVEYING INC.
CERTIFICATE OF AUTHORIZATION NUMBER (L.B. 7364)
A SURVEYING & MAPPING COMPANY
445 9TH ST. S.W. Unit-7
VERO BEACH, FL. 32962
PHONE No. (772) 569-6880
FAX No. (772) 770-3446
hayhurstls@live.com

SURVEY TYPE:	BOUNDARY/SITE
CHECKED BY:	W.E.H.
DRAWN BY:	J.D.J.
FIELD BOOK:	345
PAGE NO:	36
DATE PREP:	12/19/15
SCALE:	1"=50'
JOB NO:	15-356

DATE:	REVISIONS:	BY:

FLOOD ZONE: X
EFFECTIVE DATE: 2/16/2012
PNL NO.: 12111C0316G & 12111C0277J

Location Map



Legal Description

3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)

Site Data

PCN	3403-243-0001-000-0
SEC/TOWN/RANGE	03/36S/40E
PARCEL AREA	154,342 SF / 3.54 AC.
ZONING	C-2
FUTURE LAND USE	RH
EXISTING USE	VACANT
PROPOSED USE	RESIDENTIAL DETOX AND TREATMENT
BUILDING SETBACKS	FRONT 61', SIDE 15', REAR 177'
FLOOD ZONE	X
BUILDING COVERAGE	18%
UTILITIES PROVIDED	FPUA

Development Standards (C-2)

MINIMUM LOT SIZE	10,000 SF
MINIMUM LOT WIDTH / DEPTH	70 FEET / 90 FEET
MINIMUM YARD DEPTH	FRONT 25'
MAXIMUM BUILDING HEIGHT	45'
MAXIMUM NUMBER OF STORIES	1
MAXIMUM LOT COVERAGE BY BUILDINGS	60%

Lot Coverage Data

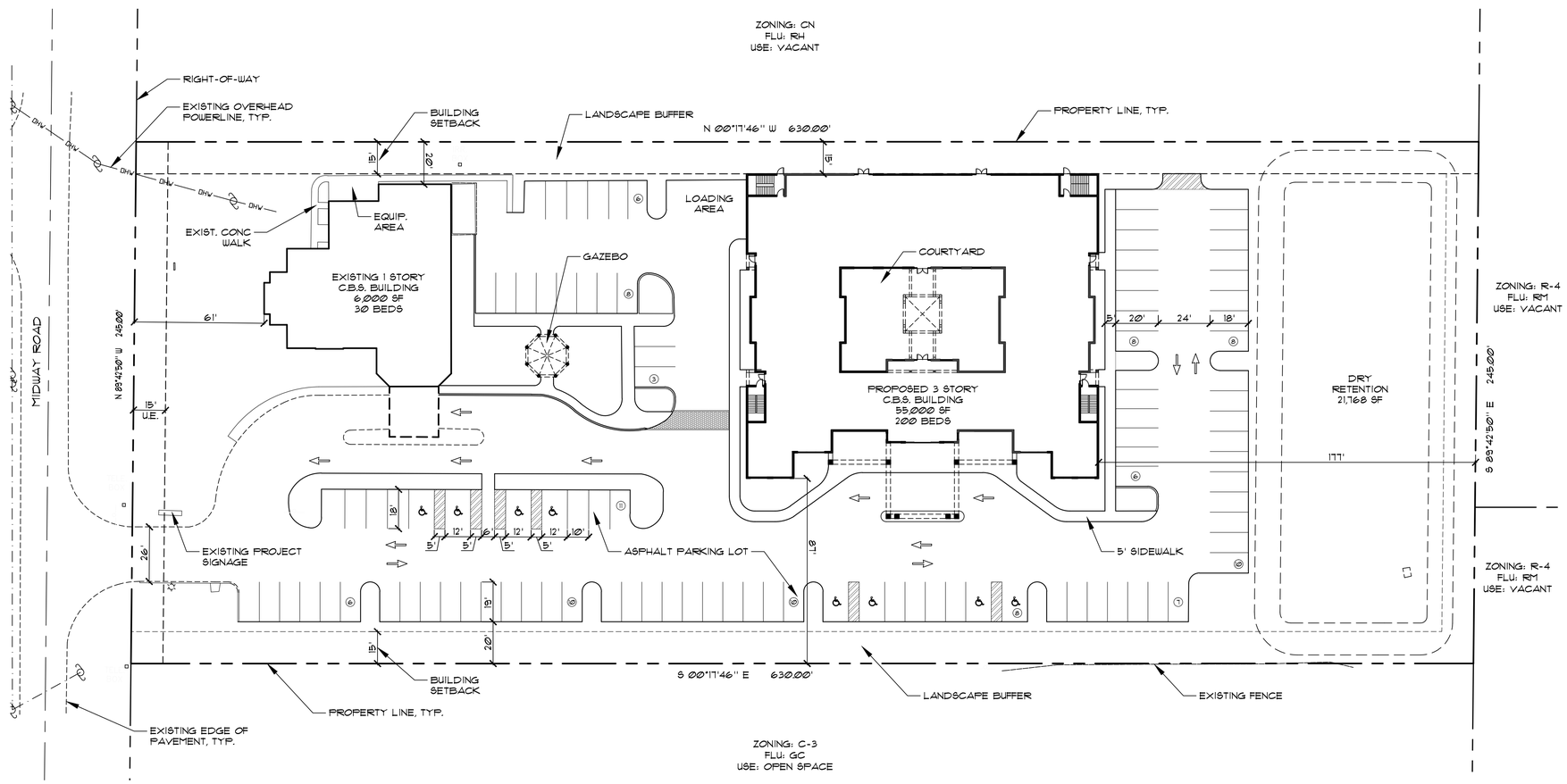
TOTAL SITE AREA	154,342 SF / 3.54 AC.	100%
IMPERVIOUS AREA	84,521 SF / 1.94 AC.	54.8%
EXISTING BUILDING	6,530 SF / 0.15 AC.	4.2%
PROPOSED BUILDING	20,510 SF / 0.47 AC.	13.3%
PARKING/VUA	52,237 SF / 1.20 AC.	33.9%
SIDEWALKS, ETC.	5,244 SF / 0.12 AC.	3.4%
PERVIOUS AREA	69,821 SF / 1.60 AC.	45.2%
LANDSCAPE BUFFERS / OPEN SPACES	48,053 SF / 1.10 AC.	31.1%
DRY RETENTION	21,768 SF / 0.50 AC.	14.1%

Parking Requirements

PARKING SPACES REQUIRED (1 SPACE / 3 BEDS)	77
PARKING SPACES PROVIDED	105
STANDARD SPACES	97
ADA ACCESSIBLE SPACES	8

Notes

1. ALL EXOTIC VEGETATION SHALL BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
2. PROPOSED TIMETABLE FOR CONSTRUCTION: "ALL BUILDING PERMITS SHALL BE OBTAINED AND ALL CONSTRUCTION COMPLETED WITHIN TIME FRAME CONSISTENT
WITH CITY OF FORT PIERCE ORDINANCES."
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LAYOUT DIMENSIONS IN THE FIELD. REPORT ALL DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION BEFORE CONSTRUCTION.
4. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL BUILDING DIMENSIONS.
5. CONTRACTOR SHALL VERIFY ALL EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION.
6. NEW EARTHWORK SHALL BLEND SMOOTHLY INTO EXISTING GRADE.
7. ALL PAVED AREAS MUST PITCH TO DRAIN AT MIN. OF 1/8" PER FOOT. ANY DISCREPANCIES NOT ALLOWING THIS TO OCCUR SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT PRIOR TO CONTINUING WORK.
8. CONTRACTOR SHALL PROVIDE IRRIGATION TO, AND DRAINAGE FROM ALL PLANTERS.
9. REMOVE ALL ROAD BASE, SHELLROCK, MARL, CORAL ROCK, AND RUBBLE 30" MIN. BELOW FINISH GRADE FROM ALL NEW PLANTING AREAS AND TREE PITS. BACKFILL WITH SUITABLE SOIL AS APPROVED BY LANDSCAPE ARCHITECT. MAINTAIN EXISTING GRADE AT EXISTING TREES.



NORTH

Scale: 1" = 30'-0"

0' 15' 30' 60'

Development Team

Owner	Site Planner
Treasure Coast Client Services, LLC	Michael T. McCarty McCarty & Associates Land Planning and Design Phone: 772-341-9322

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McCarty & Associates

LAND PLANNING AND DESIGN

STUART • FT. PIERCE

772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Treasure Coast Client Services, LLC

604 Midway Road
Fort Pierce, Florida

Conceptual Development Plan

Drawn By SL
Checked By MM
Scale 1" = 30'-0"
Drawing Date 01/04/17

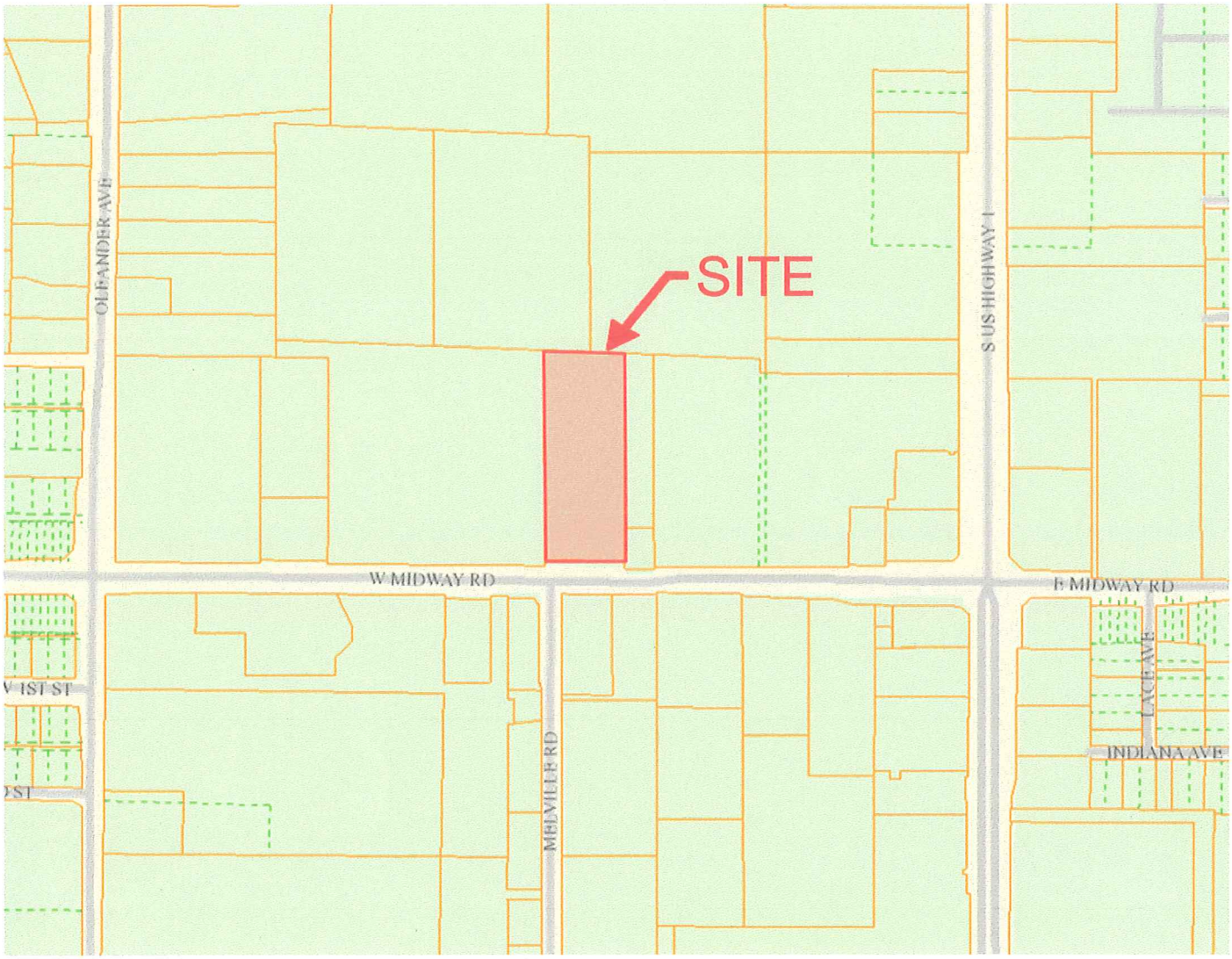
Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Location Map

McCarty & Associates
LAND PLANNING
AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



12/22/2016

Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Aerial Photograph

McCarty & Associates

LAND PLANNING
AND DESIGN

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12/22/2016

Treasure Coast Recovery

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604 West Midway Road
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12/22/2016

Treasure Coast Recovery

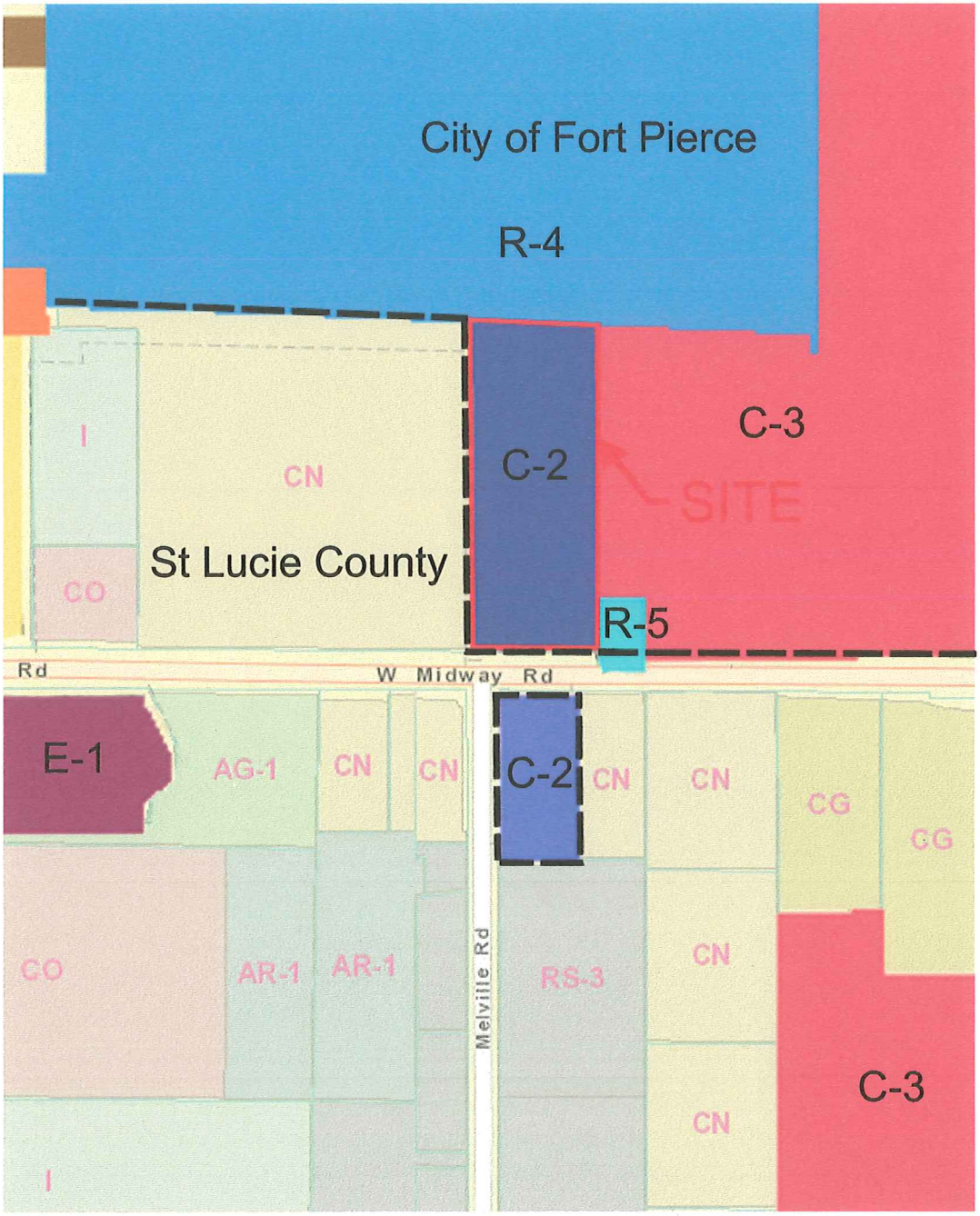
3403-243-0001-000-0

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Mike@McCartyLandPlanning.com

Zoning Map

C-2 Neighborhood Commercial



12/22/2016

Treasure Coast Recovery

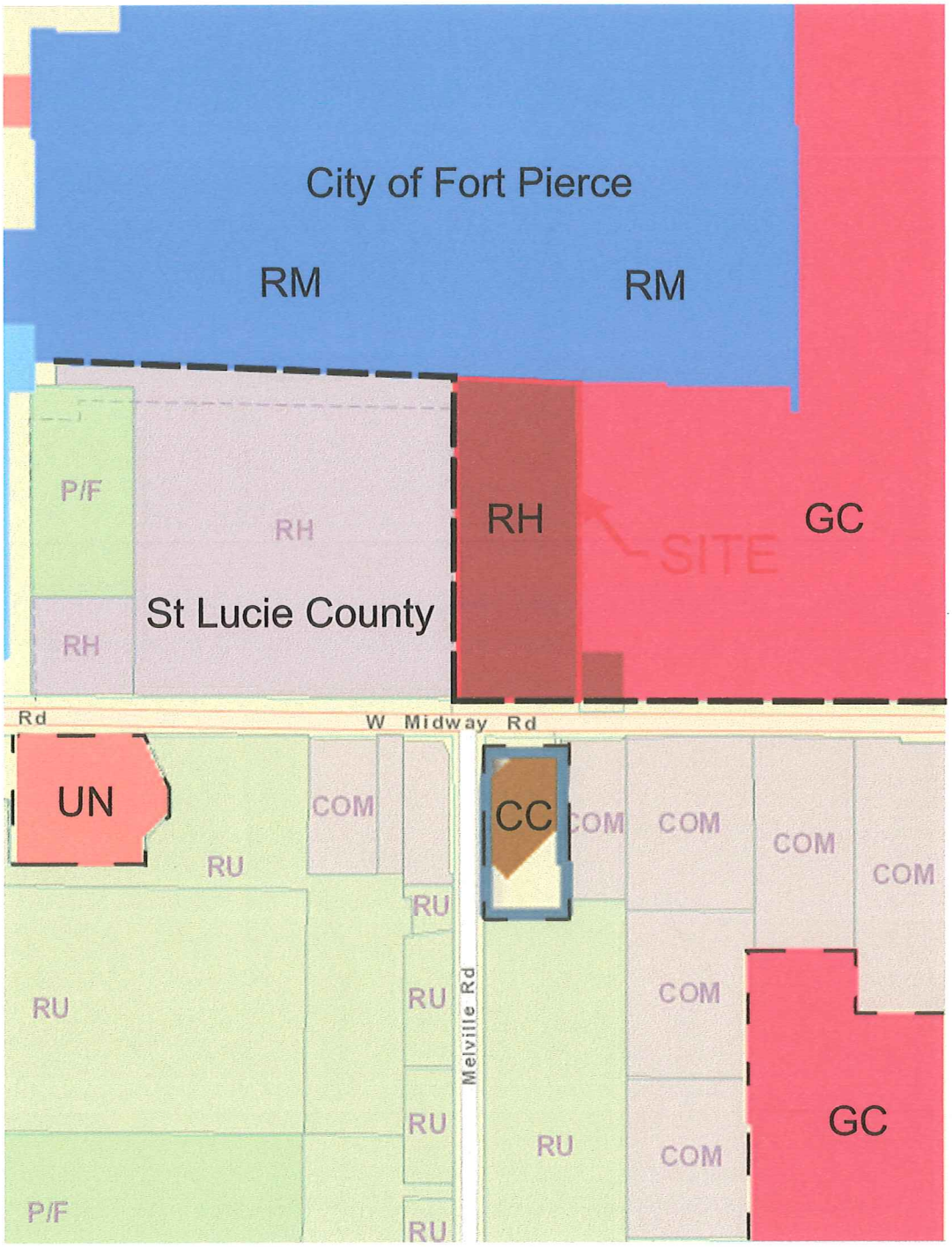
3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

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772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Future Land Use Map

RH



12/22/2016

Property Identification

Site Address: 604 W MIDWAY RD
Sec/Town/Range: 03/36S/40E
Map ID: 34/03N
Zoning: CN

Parcel ID: 3403-243-0001-000-0
Account #: 38747
Use Type: 1900
Jurisdiction: Fort Pierce

Ownership

604 Midway LLC
7745 Dawson CT
Lake Worth, FL 33467

Legal Description

3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)



Current Values

Just/Market Value:	$949,700
Assessed Value:	$949,700
Exemptions:	$0
Taxable Value:	$949,700

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	6,002
Gross Area (SF):	6,577
Land Size (acres):	3.53
Land Size (SF):	153,767

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 9, 2015	3799 / 1231	0111	WD	Port St Lucie Ventures Inc	$0
Jun 23, 1997	1084 / 1740	XX04	DE	PORT ST LUCIE VENTURES INC	$62,500
Jun 23, 1997	1084 / 1738	XX04	WD		$62,500

Building Information (1 of 1)

Finished Area: 6,002 SF

Property Card

http://www.paslc.org/RECard/#/propCard/parcel/340324300010000

Gross Total Area: 6,577 SF

View:
Building Type: LROF
Grade: Y_B
Story Height: 1 Story

Exterior Data

Roof Cover: Enam Metal
Year Built: 1998
Effective Year: 1998
No. Units: 2

Roof Structure: Hip
Frame:
Primary Wall: CB Stucco
Secondary Wall:

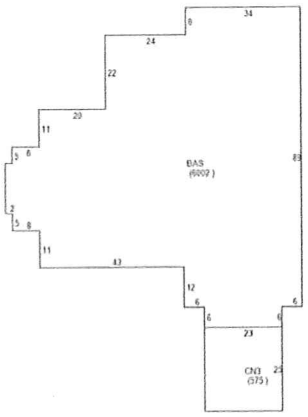
Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Tile-Quarry
Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	6002	6002	366
CN3	CANOPY	575	0	96

Special Features and Yard Items

Type	Qty	Units	Year Blt
CEMENT CURB	1	2270	1998

SINGLE LIGHT	1	4	1998
ASP2 LOW	1	17120	1998
WOOD FEN 6'	1	43	1998

Current Year Values

Current Values Breakdown

Building:	$603,700
Land:	$346,000
Just/Market:	$949,700
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$949,700
Exemption(s):	$0
Taxable:	$949,700

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2009	0041	19.3	Fort Pierce Stormwater Charge	$1,042.20
2013	0054	3.62	North St. Lucie Water Management District	$45.25

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$949,700	$949,700	$0	$949,700
2015	$868,700	$868,700	$0	$868,700
2014	$868,200	$868,200	$0	$868,200

Permits

Number	Date	Description	Amount	Fee
C97-070418	Jul 24, 1997	Demolition	$2,200	$2,200
C97-080269	Sep 24, 1997	Commercial New Construction	$561,935	$561,935
C98-030197	Mar 10, 1998	Alterations/Remodeling	$2,450	$2,450
0800001805	Apr 1, 2009	Roof	$18,000	$175

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4122789 OR BOOK 3799 PAGE 1231, Recorded 10/19/2015 at 12:03 PM

Prepared By and Return To:

RICHARD K. BARRA, ESQUIRE
Scott, Harris, Bryan, Barra
& Jorgensen, P.A.
4400 PGA Boulevard, Suite 603
Palm Beach Gardens, Florida 33410
File #**47132**

Property Control No. **3403-243-0001-000/0**

THE CONVEYANCE OF THE SUBJECT PROPERTY IS PURSUANT TO A CHAPTER 11 PLAN THAT WAS CONFIRMED UNDER SECTION 1129 OF THE BANKRUPTCY CODE (TITLE 11 U.S.C.) PRIOR TO THE DATE OF THE TRANSFER OF THE SUBJECT PROPERTY AND, AS SUCH, IS NOT TAXABLE.

WARRANTY DEED

THIS WARRANTY DEED, made this 9th day of October, 2015,

between **PORT ST. LUCIE VENTURES, INC., a dissolved Florida corporation**

hereinafter called the Grantor,

whose mailing address is **7210 Reserve Creek Drive, Port St. Lucie, Florida 34986**

to **604 MIDWAY LLC, a Florida limited liability company**

hereinafter called the Grantee,

whose mailing address is **7745 Dawson Court, Lake Worth, Florida 33467**

(Wherever used herein the terms "Grantor" and "Grantee" are used for singular or plural, as context requires and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other business entities.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirm unto the Grantee, all that certain land situate in the County of **St. Lucie,** State of Florida, to-wit:

ALL THAT PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

SUBJECT TO restrictions, reservations, covenants, conditions and easements of record; taxes for the year **2015** and the years subsequent thereto; and all applicable laws, ordinances, and governmental regulations, including without limitation, zoning and building codes and ordinances.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the said Grantor does hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

(print name of witness)

Witness

(print name of witness)

PORT ST. LUCIE VENTURES, INC.,
a dissolved Florida corporation

By: _____
RONALD H. WOODY, III
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of October, 2015, by **RONALD H. WOODY, III,** as President, of **PORT ST. LUCIE VENTURES, INC., a dissolved Florida corporation**, on behalf of the corporation.

(SEAL) KATHLEEN M. BRANDON MY COMMISSION EXPIRES January 5, 2019 #FF 184743 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

(Print Name)
My Commission Expires: 01-05-19
Commission No.: FF184743

Personally Known _____ OR Produced Identification √
Type of Identification Produced FL DRIVER'S LICENSE

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

Beginning at a stake 1360 feet East of the center of Oleander Avenue and Midway, according to the map of White City; thence North 670 feet; thence East 100 feet; thence South 670 feet; thence West 100 feet to the point of beginning: said land lying in and comprising a part of the W 1/2 of SW 1/4 of SE 1/4 of NW 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

AND

Beginning 1460 feet East of the center of Oleander Avenue and Midway in the Town of White City; run thence North 670 feet; thence East 190 feet; thence South 670 feet; thence West 190 feet; to the point of beginning; said land lying in and comprising a part of the W 1/2 of the SW 1/4 of SE 1/4 of NW 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

AND

Beginning at a point 1650 feet East of the center of Oleander Avenue and Midway, according to the map of White City, thence North 670 feet, thence East 40 feet, more or less, to the West boundary of land of Tropical Development Company; thence South 670 feet; thence West 40 feet, more or less, to place of beginning; all in Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

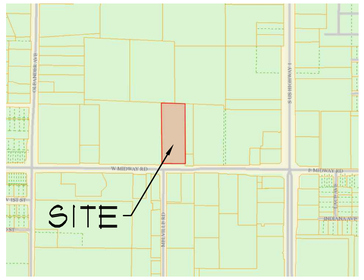
LESS AND EXCEPT from the above described parcel that portion thereof conveyed in Deed Book 143, Page 321, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 761, Page 1911, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 3749, Page 475, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 3787, Page 218, of the Public Records of St. Lucie County, Florida.

Location Map



Legal Description

3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)

Site Data

PCN	3403-243-0001-000-0
SEC/TOWN/RANGE	03/36S/40E
PARCEL AREA	154,342 SF / 3.54 AC.
ZONING	C-2
FUTURE LAND USE	RH
EXISTING USE	VACANT
PROPOSED USE	RESIDENTIAL DETOX AND TREATMENT
BUILDING SETBACKS	FRONT 61', SIDE 15', REAR 177'
FLOOD ZONE	X
BUILDING COVERAGE	18%
UTILITIES PROVIDED	FPUA

Development Standards (C-2)

MINIMUM LOT SIZE	10,000 SF
MINIMUM LOT WIDTH / DEPTH	70 FEET / 90 FEET
MINIMUM YARD DEPTH	FRONT 25'
MAXIMUM BUILDING HEIGHT	45'
MAXIMUM NUMBER OF STORIES	1
MAXIMUM LOT COVERAGE BY BUILDINGS	60%

Lot Coverage Data

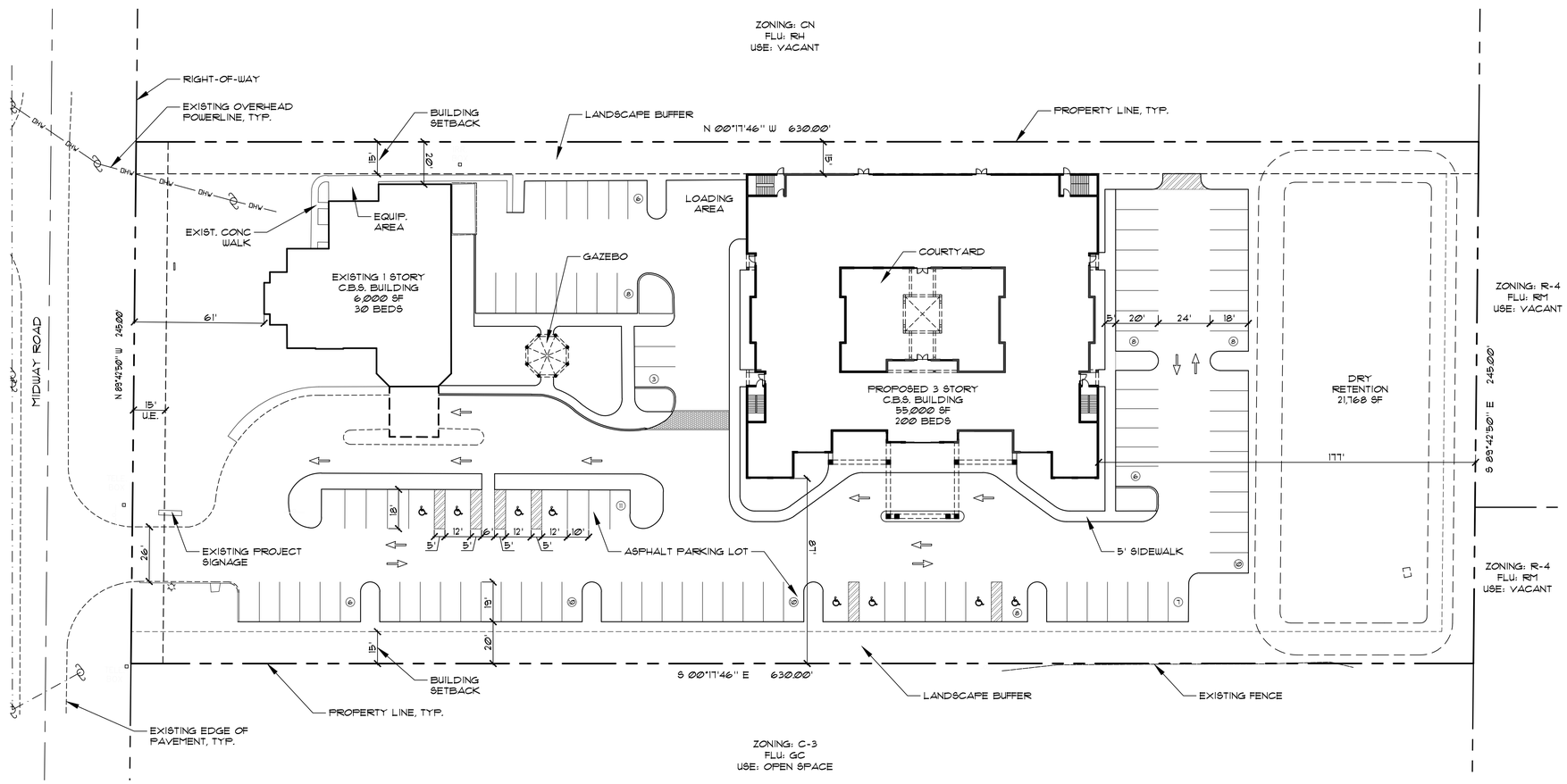
TOTAL SITE AREA	154,342 SF / 3.54 AC.	100%
IMPERVIOUS AREA	84,521 SF / 1.94 AC.	54.8%
EXISTING BUILDING	6,530 SF / 0.15 AC.	4.2%
PROPOSED BUILDING	20,510 SF / 0.47 AC.	13.3%
PARKING/VUA	52,237 SF / 1.20 AC.	33.9%
SIDEWALKS, ETC.	5,244 SF / 0.12 AC.	3.4%
PERVIOUS AREA	69,821 SF / 1.60 AC.	45.2%
LANDSCAPE BUFFERS / OPEN SPACES	48,053 SF / 1.10 AC.	31.1%
DRY RETENTION	21,768 SF / 0.50 AC.	14.1%

Parking Requirements

PARKING SPACES REQUIRED (1 SPACE / 3 BEDS)	77
PARKING SPACES PROVIDED	105
STANDARD SPACES	97
ADA ACCESSIBLE SPACES	8

Notes

1. ALL EXOTIC VEGETATION SHALL BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
2. PROPOSED TIMETABLE FOR CONSTRUCTION: "ALL BUILDING PERMITS SHALL BE OBTAINED AND ALL CONSTRUCTION COMPLETED WITHIN TIME FRAME CONSISTENT
WITH CITY OF FORT PIERCE ORDINANCES."
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LAYOUT DIMENSIONS IN THE FIELD. REPORT ALL DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION BEFORE CONSTRUCTION.
4. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL BUILDING DIMENSIONS.
5. CONTRACTOR SHALL VERIFY ALL EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION.
6. NEW EARTHWORK SHALL BLEND SMOOTHLY INTO EXISTING GRADE.
7. ALL PAVED AREAS MUST PITCH TO DRAIN AT MIN. OF 1/8" PER FOOT. ANY DISCREPANCIES NOT ALLOWING THIS TO OCCUR SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT PRIOR TO CONTINUING WORK.
8. CONTRACTOR SHALL PROVIDE IRRIGATION TO, AND DRAINAGE FROM ALL PLANTERS.
9. REMOVE ALL ROAD BASE, SHELLROCK, MARL, CORAL ROCK, AND RUBBLE 30" MIN. BELOW FINISH GRADE FROM ALL NEW PLANTING AREAS AND TREE PITS. BACKFILL WITH SUITABLE SOIL AS APPROVED BY LANDSCAPE ARCHITECT. MAINTAIN EXISTING GRADE AT EXISTING TREES.



NORTH

Scale: 1" = 30'-0"

0' 15' 30' 60'

Development Team

Owner	Site Planner
Treasure Coast Client Services, LLC	Michael T. McCarty McCarty & Associates Land Planning and Design Phone: 772-341-9322

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McCarty & Associates

LAND PLANNING AND DESIGN

STUART • FT. PIERCE

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Treasure Coast Client Services, LLC

604 Midway Road
Fort Pierce, Florida

Conceptual Development Plan

Drawn By SL
Checked By MM
Scale 1" = 30'-0"
Drawing Date 01/04/17

TREASURE COAST

RECOVERY CENTERS

Program Overview

Treasure Coast Recovery Center, LLC will be 12-step, abstinence-based program specializing in the treatment of chemical dependency, alcoholism and associated disorders. The medical and clinical programs differ in intensity and duration, with each level designed to provide a safe, secure, supportive environment and an array of professional services to assist individuals to achieve and maintain a life of abstinence from mood altering chemicals. Treasure Coast Recovery provides a comprehensive array of substance abuse services, comprised of detoxification, residential and outpatient treatment programs.

OUR MISSION

OUR MISSION IS ABSTINENCE-BASED RECOVERY. We provide the highest quality, individualized, treatment to those suffering from the disease of addiction and the people in their lives who love them. We promote an intimate, caring environment to begin the journey towards sobriety.

OUR VISION

Treasure Coast Recovery Center's vision is to lead the way in the provision of evidence based, integrated substance abuse, mental health and physical health services, utilizing current and innovative therapies and emerging medical protocols to help individuals enter a life free from addiction.

OUR PHILOSOPHY

Treasure Coast Recovery Center recognizes alcoholism and drug addiction as a primary disease. The disease affects brain-functioning and physiology, mental health, social and behavioral functioning and the totality of personal characteristics. The illness if left untreated is a chronic, progressive and fatal illness. The illness is pervasive and affects not only the individual, but has an impact on all who interact with them. *We believe each individual has the right to be treated with the upmost respect and dignity as they are valued by society.* Treasure Coast Recovery Center believes the Disease of Addiction is diagnosable and treatable and that the addiction progress is on a continuum-ranging from problem use to chronic dependence. ..*We believe each individual has the right to treatment, the most appropriate level of treatment, regardless of creed, gender, race, sexual orientation, age or origin and they have the inherent potential for change and growth.*

OUR SERVICES PROPOSED FOR THIS LOCATION

Residential Detoxification Services: Detoxification protocols are designed and implemented involving sub-acute care that is provided on a residential basis to assist clients to withdraw from the physiological and psychological effects of substance abuse. Individuals who enter the Detoxification services are assessed by qualified medical staff and provided medication for the physical stabilization of the chemical withdrawal. Support counselors assess the individual to develop a comprehensive treatment plan focusing on psychological and social stabilization and encouragement for the individual to remain in treatment following the detoxification process. Daily activities include medical monitoring, individual and group therapy and 12 Step meetings.

Residential Treatment: Our Residential Treatment services provide both therapy and supported services on-site where the individuals reside. Clinical services provided have a considerable emphasis placed on services that address the client's educational and vocational needs, socially dysfunctional behavior, and

need for stable housing upon discharge. It also includes services that assist the client in remaining abstinent upon returning to the community.

Daily Schedule: The daily schedule will be comprised of the following modalities: Community Meetings, Lectures, Films/Videos, Step Groups, Process Groups, Case Management/Treatment Planning Groups, Individual Counseling, Family Workshop, Recreation/Fitness/Activities Therapy, Meditation and Introduction to Self-Help Groups. The client schedule begins at 8:00am ending at 10:00pm with evening meditation.

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, FEBRUARY 14, 2017 IN ST. LUCIE, COMMISSION CHAMBERS, 2300 VIRGINIA AVENUE, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Mr. Weaver and Mr. Dahan arrived at 6:05 PM.

Present: **Marcia Baker**; **Al Bernetti**; **Mike Dahan**; **John George**; **Tim O'Connell**; **Robert Poitier**; **Steve Weaver**; **Bob Burdge**, **Chairman**

Absent: **Eloise Cumings**; **Frank Creyaufmiller**; **Brian Paul**; **Charles Hayek**

Staff Present: **Jim Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Motion was made by Marcia Baker, and seconded by Al Bernetti to approve the absences of Mr. Hayek, Mr. Paul, Mr. Creyaufmiller and Ms. Cumings.

AYE: **John George**, **Tim O'Connell**, **Robert Poitier**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Bernett and Mr. Weaver were made voting members for the meeting.

d. **Zoning Atlas Amendment - Treasure Coast Recovery Centers - 604 Midway Road**

Mr. Benton gave an overview of the application and Mike McCarty, Applicant, provided additional information.

Motion was made by John George, and seconded by Al Bernetti to forward a recommendation of approval for the proposed amendment.

AYE: **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Chairman Bob Burdge**

Passed

e. **Conceptual Development Plan - Treasure Coast Recovery Centers – 604 Midway Road**

Mr. Benton gave an overview of the application and answered questions from the Board regarding parking, recent drug rehabilitation approvals and certificate of need.

Mike McCarty, Applicant, provided details on the Conceptual Development Plan.

Motion was made by John George, and seconded by Robert Poitier to forward a recommendation of approval for the conceptual parameters of the proposal.

AYE: **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Chairman Bob Burdge**

Passed

f. **Preliminary Plat - Portofino Landings - 4712 Okeechobee Road**

Ms. Grohall stated a revised staff report was given out at the meeting and the approval changed slightly to an approval with a condition.

Mr. Gilmore gave an overview of the application..

George Cipero, Representative, explained the additional tracts on the plat and answered questions from the Board regarding the history of Portofino Landings.

Ms Grohall stated the site plan was amended in 2008 from condominiums to apartments.

Motion was made by John George, and seconded by Robert Poitier to approve the item with the condition that the Engineering Department's comments are satisfied prior to being scheduled for City Commission.

AYE: **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Chairman Bob Burdge**

Passed

g. **Recommendation for the Sale of City Property - 505 N. 7th Street**

Ms. Grohall gave an overview of the property and the contracts received. Ms. Grohall answered questions from the Board regarding deposits, compatibility with existing zoning, use of the building, pre-approvals and realtor marketing efforts to the Longshoreman Association.

Ms. Baker provided in depth research on the buyers for the property. Board discussion ensued.

CITY OF FORT PIERCE
TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, JANUARY 19, 2016, IN FORT PIERCE 2ND FLOOR CONFERENCE ROOM, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

I. Call to Order

Chairwoman Grohall called the meeting to order.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Roll Call

The agencies attending: SLC Engineering, SLC Surveyor, FPUA Electric, FP Engineering, FP Planning, FP Police, FP Code, SLC Fire District, SLC TPO, SLC Planning and FPUA Water/Wastewater, FP Public Works, FP Building

IV. Approval of Minutes

Motion was made by SLC Surveyor and seconded by FP Engineering to approve the minutes from the December 15, 2017 meeting.

V. New Business:

A. **Future Land Use Map Amendment & Zoning Atlas Amendment -** Blue Water Properties – Avenue O

Mr. Benton: This is a concurrent request to amend the land use and zoning designations from a conservation open space recreational designation to general commercial. The subject area is 5.99 acres and a portion is currently R-3, Moderate Density Residential District and another portion is open space conservation. The applicant is seeking to amend the zoning to general commercial to couple with their existing general commercial property that fronts US Highway 1. That portion of the property was rezoned to general commercial in 1988 and at that time they had presented the rezoning from R-3 to general commercial and a portion of open space. Because residential development has not taken place on the property to the west and further to the west is a park, the applicant is seeking an amendment for all of the property to general commercial.

FP Planning:

1. **The subject request seeks amendment to the existing Conservation & Open Space designations of the property. In reviewing compliance with the City's Comprehensive Plan & Land Development Code, close consideration of the following will be presented based upon the existing native vegetation and habitat on the subject site(s), with further consideration at the time of future development request:**

Comprehensive Plan Excerpts:
1.16.4 Policy: When a parcel proposed for development contains more than one habitat type, the City shall require development to avoid the most sensitive natural areas to the maximum extent feasible through clustering provisions.

4.4 Objective: Conserve, appropriately use and protect natural resource systems, including floodplains, in recognition of their inherent values.

4.4.2 Policy: Compliance with approved permits of other local governments, state, federal and private plans and programs for conservation of natural resources shall be required prior to receiving development approval.

4.4.3 Policy: The City shall require approval from all applicable external agencies regarding the protection of environmentally sensitive habitat and shall require consistency with the policies in the Plan that govern the following:

3. Preservation of native vegetation; and
4. Preservation of environmentally sensitive habitats.

4.4.9 Policy: The City shall provide for open space as a part of the requirements for all development and redevelopment. Open space areas shall be designated and treated in such a manner as to maintain the integrity, whether the primary purpose is to serve as natural vegetative or wildlife habitat, or as cultivated landscaped space. No land shall be developed, used or occupied such that the amount of open space on the parcel proposed for development is less than the required open space established by City ordinance.

4.4.10 Policy: When a parcel proposed for development contains more than one habitat type or native vegetative community, the City shall require development to avoid the most sensitive natural areas to the maximum extent feasible through clustering provisions 4.4.11 Policy: Through site plan review, the City shall provide special protection for: 1. Champion trees as recognized by Florida Department of Agriculture; 2. Specimen trees as recognized by Florida Department of Agriculture; 3. Plant species listed by the FWS as threatened or endangered; and 4. Plant species listed by the FDACS as threatened or endangered.

Conservation and Open Space (COS): The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas

and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities.

Advisory notes:

Native habitat: The subject property, which remains relatively undisturbed, contains many elements reflective of Scrub Jay habitat. Future applications for development review must include an updated, and more comprehensive environmental report to review whether any scrub jays are present, or habitat removal is proposed. Presented, the subject area contains mature dry scrubby pine flatwoods, known as a prime habitat for the threatened scrub jay.
The Florida scrub-jay is protected by the U.S. Migratory Bird Treaty Act. It is also protected as a Threatened species by the Federal Endangered Species Act and as a Federally-designated Threatened species by Florida's Endangered and Threatened Species Rule

Traffic Analysis: The presented application acknowledged that 11,785 Additional Daily Trips are possible with the proposed amendments, further suggesting that 3,558 Additional daily trips are the probable, or anticipated, increase based upon the amendments, and relative build-out.

Adjacent roadways currently operate at a level of service C. Further review is necessary at the time of development to determine concurrency analysis and impacts to adopted LOS.

The application provides mitigation options to assist in relieving traffic at the intersection of US 1 and Avenue O with the possible consideration of the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and prospects of a dedicated right turn lane and medians on the southbound lanes to allow traffic to move efficiently and safely through the intersection and onto Avenue O.

Further exploration of concurrency analysis will be required at the time of Site Plan application.

FP Code: These properties on Avenue O are repeatedly cited for lot clearing so we suggest to the applicant they stay mowed.

SLC Surveyor: Survey accepted as submitted. No comments.

SLC Transit e-mailed the following comments: The SLC Transportation Development Plan includes U.S. Route One bus service along the frontage of this property in the next five years. In addition, the rezoning will enable an increase in commercial development on the subject property which would benefit from immediate fixed route bus service. It is requested that the property owner agrees to provide a bus stop easement, as a condition of site plan, if the rezoning is allowed subject to there not being adequate frontage in the existing or proposed FDOT R-O-W. Commercial land development applicants in the unincorporated area of the county have been generously donating $15,750.00 to fund a bus shelter in addition to the necessary easements. If the applicant would agree to a donation as part of its site plan application, it would be much appreciated.

The following departments had no comments at the meeting: FP Police, SLC TPO, SLC Planning, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Engineering, SLC Surveyor, FP Building, FP Public Works and SLC Fire District.

B. **Abandonment** – Blue Water Properties – N. 10th Street Segment

Mr. Benton: The applicant is seeking an abandonment of an unopened section of N. 10th Street which is the northern half of the area extending between Avenue M and Avenue O. There properties abut this right-of-way on both sides. A portion of the area proposed for abandonment does abut the cities Avenue M Park that was a joint project with St. Lucie County and the City of Fort Pierce but the City of Fort Pierce currently owns it and it has a joint maintenance agreement.

FP Planning:

1. The subject request seeks abandonment of an unopened segment of N. 10th Street, which abuts the applicant's properties, and an established City Park. The City may seek to retain the southwestern portion of the unopened right-of-way to couple with the existing holdings and park lands abutting. A public purpose for this section of right-of-way appears likely in the future as the park continues to expand.

2. The future development, and consideration of a driveway connection to Avenue M, may be encouraged to provide access to the establish park lands, as the parking area for the ball fields are located to the west of the proposed abandonment.

Advisory notes: The Parks & Recreation teams may seek retention of the subject right-of-way to provide future development of an alternative means of ingress/egress for the Football field.

FPUA Water/Wastewater: They have no facilities in the right-of-way.

Chairwoman Grohall asked FPUA Water/Wastewater if they ever want to seek an easement for anything.

FPUA Water/Wastewater: If they do seek an easement it would be dependent upon the site layout and how they plan on connecting to the wastewater system. There is a possibility they may have to split services between Avenue M and Avenue O depending upon the capacity required for development.

SLC Surveyor: Sketch and legal accepted as submitted. No comments.

Chairwoman Grohall asked if the applicant brought in an appraisal for the right-of-way.

Mr. Benton: It was valued just over $4,300.

The following departments had no comments at the meeting: FP Police, SLC TPO, SLC Planning, SLC Engineering, FPUA Electric, FP Engineering, FP Building, FP Public Works and SLC Fire District.

C. **Zoning Atlas Amendment & Conceptual Development Plan** – Treasure Coast Recovery Centers – 604 Midway Road

Mr. Benton: The subject property is currently zoned C-2 Neighborhood Commercial and it has a land use designation of RH, which is a high density residential district. The site was developed as a cancer treatment facility in St. Lucie County and later annexed into the City of Fort Pierce. The current improvements are situated on the south side towards Midway Road. The applicants are presenting the Zoning Atlas Amendment to rezone the property to C-1, Office Commercial to allow for the future advancement of the site plan and conditional use, which components are seen in the Conceptual Development plan. The applicant seeks to adaptively reuse the existing 6,000 square foot structure to allow for medical support and residential care for recovery for alcohol, drug addiction and detoxification on site. The reuse of the building presents 30 bed capacity and the future proposal of approximately 55,000 square foot three story structure that may contain up to 200 beds on the north end on the property. General parking layouts and other storm water retention areas are shown for reservation on the Conceptual Development plan.

FP Planning:

Conditional use for the proposed medical facility and group living. Please detail the proposed distribution of beds, to ensure residential density requirements are met. (140 bed maximum - 15 units per acre / 2 to 4 beds per unit if ACLF)

1) Sidewalk connections pursuant to City Code Section 22-62 - adjacent ROW
2) Update driveway widths to reflect minimums established by 22-60 & 22-61
3) Landscape/lighting plans with Site Plan & Conditional Use
4) Design Review submittal
5) Traffic Impact / Concurrency Review
6) Dumpster locations/screening
7) Security components for the site (structure/parameter)

Applicant is encouraged to revisit the location of HC spaces to minimize conflicts with travel lanes.

SLC Surveyor:

A) Please provide a signed and sealed copy of the survey. I will review the survey as submitted but reserve the right for additional comments when the signed and sealed survey is provided.

B) The survey as submitted is dated 12/19/15. Please update the survey.

C) The accuracy of the survey measurements shall be premised upon the type of survey and the expected use of the survey and map. Please indicate the expected use in the survey notes and revise type of survey from boundary/site to boundary and topographic.

D) Please add the following to the survey notes. “All measurements are in accordance with the United States standard, in feet.”

E) All survey maps must reflect a survey date, which is the date of data acquisition. Please indicate the survey date in the survey notes.

F) Please add the following statement in the survey notes. “Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.”

G) Please revise survey note nine to address the following comment. A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to “True North”; “Grid North as established by the NOS; “Assumed North based on a bearing for a well-defined line, such as the center line of a road or right of way, etc.”; “a Deed Call for a particular line”; or “the bearing of a particular line shown upon a plat.” References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line. Please indicate if bearings are assumed, true etc. and call out the monumentation used as the basis. In addition please add to the drawing the verbiage (bearing base) under the bearing being used.

H) For clarity, please incorporate survey note 9 into survey note 4.

I) Set monuments as defined herein, unless monuments already exist or cannot be set due to physical obstructions at such corners or unless a water boundary has been located in approximate position. Can a monument be set at the SE and Ne corners of the site?

J) The description on the survey is not the same as the deed of record provided in the submittal package. Please update the survey to match the deed of record as recorded in ORB 3799 Pages 1231 – 1233.

K) Please investigate the location of the north right of way line of Midway Road as depicted on the survey. In my opinion, the right of way line as shown should be located approximately 20’ to the north.

L) Please provide dimension ties from the north right of way line of Midway Road and the west property line to the existing 1 story CBS structure. Also please provide dimensions from the east property line to the existing asphalt parking area.

1)**NETWORK RIGHT OF WAY PROTECTION PLAN:** Midway Road is identified on the Network Right of Way Protection Plan as a 4 lane arterial/collector roadway. The total right of way width for a 4 lane arterial/collector roadway is 160’. Additional right of may need to be dedicated to St. Lucie County. When the current survey is updated a determination will be made of how much additional right of way will be needed (if any).A sketch of legal description will need to be prepared by a surveyor licensed in the State of Florida of the right of way to be dedicated.

2)**ROAD IMPROVEMENT AGREEMENT:** Prior to the issuance of a St. Lucie County right of way permit, the applicant shall execute a Road Improvement Agreement with St. Lucie County for the public improvements to be constructed within County road right of way. The applicant is required to submit a surety for the proposed public improvements. The amount of surety shall be 115% of the engineer's estimate of probable cost. The amount of surety shall be approved by the County Engineer and the form of surety shall be approved by the County Attorney. Please contact Rod Reed, County Surveyor at 462-1721 for additional information.

3)**RIGHT OF WAY PERMIT:** Please be advised that a right of way permit shall be required for the construction activities within the County road right of way. Please contact Selena Griffett, P.E. at 462-2153 for additional information.

4)**URBAN SERVICE BOUNDARY:** The site is located within the Urban Service Boundary. All residential developments required to obtain site plan approval located within the Urban Service Boundary and all non-residential development above 6,000 square feet located within the unincorporated area of St. Lucie County and within the Urban Service Boundary are required to design and construct sidewalks 6' wide within the right-of-way of all streets and roadways that abut or lie within the perimeter of the property.

FP Building: -

1. Need signed and sealed drawings to include a change of use
2. Details for sprinkler and alarms
3. ADA parking
4. Flood elevations if needed

SLC Planning: Improve the pedestrian connectivity between the two buildings with sidewalks.

SLC Engineering: Please show in the plans the proposed Midway Road improvement that is currently undertaken by FDOT.

FPUA Water/Wastewater: The site presently receives water and wastewater service. The existing building has a 1" meter. Our millage proposal is for fire suppression as well as the best needs for the 2nd building. The gravity sewer was not on the survey so I went out to the property and could not find it. The manhole is in the overgrown portion of the property. Before we can activate service we have to inspect it for structural integrity and make sure it can be utilized for the 2nd phase of the project, the larger building. Contact FPUA when you can clear access so it can be inspected.

FPUA Electric: This area is an FPL Service area and gas service is available along the north side.

SLC Fire District: Building will need to be sprinkled and alarmed. Need to see utility sheet that shows all hydrants within 1,000 feet, mains, fire lines and FDC's.

FP Engineering:

1. The submitted survey was not signed and sealed and was submitted at a reduced scale, please forward a full sized, signed and sealed, boundary and topographic survey in accordance with the City of Fort Pierce Code of Ordinances Section 17-27(a)(7).

2. The two-way access aisle width is proposed to have a width of 24', the applicant shall be cognizant that the minimum width for a two-way access aisle with perpendicular parking Is 26'.

SLC Transit e-mailed the following comments: The SLC Transportation Development Plan includes future bus service along W. Midway Road. However, the subject property is approximately 0.25 miles from existing shelters along U.S. Route One so Transit will not need an additional stop on the property frontage.

Applicant: Mike McCarty from McCarty and Associates: Mr. McCarty asked Mr. Benton about density regarding bed counts and explained the levels of care. The first level is Detox and depending on the substance, the time period can be from 3 – 7 days. After detoxification is residential treatment. After 30 days they would be in a group living setting. The plan is modified based on the patient's needs.

Mr. Benton: The formal site plan and conditional use will provide greater detail with the floor plan. The medical treatment, which could entail a window from 5 – 15 days, is a medical center like a hospital, and density is not tied to it. Residential care is approximately a window of thirty days with exceptions extending beyond that. If the application was presenting 200 beds at the residential treatment of 30 days, I don't think we would have conflicts. The potential conflicts with density could arise if the 200 beds were a time period of 31 to 45 or 60 or 90 days. This group living scenario on site would be reviewed as more of a ACLF use, which per our code is reflective of our overall density, which would allow for up to possibly 140 beds allocated for group living. We will look for a table bed distribution on what the time window of care is.

Chairwoman Grohall: We recognize this is similar situation to a hospital facility where a person may enter and there course of stay is predicted to be "x" number of days but things happen, complications arise and it is extended. We are looking for those thresholds, keeping in mind that less than 30 days is a density definition.

Mike McCarty asked for the limitations.

Mr. Benton: The thirty day threshold is important. After 30 days it is non-transient. In the event you have 100 beds allocated to stays greater than 30 days that is not a conflict of the density but if you had 200 beds proposed with the capacity for care 6-12 months on site that would conflict with our density allocations. So if you are going to have the provision of a portion of beds or care unit that allows for long term stays, please quantify a scope.

Mr. McCarty: So the maximum density is 140 beds?

Mr. Benton: Mr. Benton said approximately based upon 15 units per acre and the allowance of 2-4 beds per unit.

Mr. Benton: I would not focus on the cumulative stays if you are talking 15 days medical and 30 days residential transitional, it would only be if one individual is staying for 3-5 months assigned specifically to the residential portion.

The following departments had no comments at the meeting: FP Police, SLC TPO, FP Code and FP Public Works

D. **Conditional Use** – Advanced Scholars Christian Academy– 616 Orange Avenue

Brandon Creagan: This application is one for a conditional use with no new construction. The land size of the lot is 22,115 sq. ft. or .51 acres. The site is zoned C-3 General Commercial with a Future Land Use of General Commercial. The lot currently houses the First United Methodist Church of Fort Pierce. The school will start with grades K-5 and there will be one classroom per grade for a total of 6 classrooms during the first year.

FP Planning:

1. **Updated Narrative:** The narrative that was provided is missing an explanation regarding the busses that will come to and from the site. Please provide an update to the narrative that includes an explanation of how many busses will be in operation, where they will be stored when not in use, what the bus route may be, and where the busses will be stacked with picking up and dropping off students at the First United Methodist Church located at 616 Orange Avenue.
2. **Traffic Flow:** For ease of traffic flow there should be one dedicated entrance and one delineated exit from the property during morning drop-off and evening pick-up of students. The eastern driveway should be the dedicated entrance and the western driveway (very narrow) should be the dedicated exit since Avenue A is a one way street by the Church.
3. **Lighting:** Please provide a lighting plan or lighting survey verifying that there are lights in the parking lot. This will be needed to show that the parking lot has adequate lighting in the event the school wants to have activities after school hours when it is dark.
4. **Signs:** Please remove all signage on the First United Methodist Church property that pertains to the former preschool and consider replacing with new directional signage that references Advanced Scholars Christian Academy. Also put signs along the Avenue A roadway to let drivers know that there is an active school zone and they need to watch out and slow down. Consider installing crosswalk signs along the Avenue A corridor (by the church) and the Orange Avenue corridor. Additionally place a sign at the designated exit only area of the parking
5. **Landscaping:** A landscape strip will need to be placed along the Avenue A corridor between the entry and exit locations of the parking lot on the First United Methodist Church property. 4 trees and one hedge will need to be planted. Pursuant to City Code 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.

Advisory Notes

1. **Schedule:** Please provide a detailed schedule of what the students will be doing during the school day. What time is recess, what time is lunch, etc. Will there be future plans for after school activities? What will the structure of each class room be like?
2. **Walking Path:** It is encouraged that a walking path is striped from the parking lot entrance to the pedestrian gateway entry that is along Avenue A.
3. **Bike Rack:** If a bike rack is not on the property then one should be installed to allow for bike storage of anyone who wants to rid their bike to the First United Methodist Church.

Chairwoman Grohall: Did you go over the how many students are proposed and the number of classrooms.

Mr. Creagan: The number of students that are proposed is 60 students for the first year and an expectation that they are going to grow 20 students for the next year. Currently there is going to be kindergarten through 5th grade with the hope of going to 8th grade in the subsequent years. The hours of operation will be 7 AM – 4 PM, Monday – Friday and they will have 6 certified teachers, 1 principal, 1 receptionist and 1 staff floater.

Chairwoman Grohall: What does that translate to in the number of classrooms?

Mr. Creagan: 6 classrooms, one for each grade.

FP Police: There needs to be adequate signage on the property on the exit stating Avenue A is one way to the west in that area.

SLC Fire District:

1. Will need to see plans for the change in use.
2. Currently you do have an alarm and suppression system.
3. Unable to read square footage. Depending on square footage, it may need a sprinkler system.

FP Building: We will require signed and sealed drawings. We need to accommodate the following issues:

1. Change on use to an “E” occupancy.
2. Signage will need to be permitted.
3. Whether or not fire alarms and sprinklers will be required will need to be addressed.
4. Adequate restroom facilities for the age groups
5. Vertical accessibility
6. Handicap parking, accessibility and ADA issues
7. There are requirements since this is a historic building.

FPUA Water/Wastewater: Approved. Please contact FPUA water and wastewater engineering if this change in use requires the building to add fire suppression. This location is a present domestic water/wastewater user and also has a grease trap. The kitchen is in good standing. If any additional services are required, contact us.

FP Engineering: Will be monitoring traffic flow on Avenue A to make sure no issues arise.

Applicant, Sherria Baptiste: Will take all comments and make necessary changes

FP Building: Is there going to be a drop off area that is covered for the children? Is that in place already?

Applicant: Yes it is. This is our second time going at this. The location before presented a number of challenges. With the new location a lot of the issues we had previously have been addressed. We are happy we get to be housed at the Methodist church. We are excited to be in Fort Pierce and to bring our students a good free Christian education.

The following departments had no comments at the meeting: FP Code, SLC Engineering, SLC Surveyor, FPUA Electric, SLC Planning, SLC TPO and FP Public Works

VI. Public Comments

VII. Staff Comments

VIII. Adjournment

The meeting was adjourned.

City Commission Regular Meeting **11.d.**

Meeting Date: 03/06/2017

Re: Ordinance 17-005 -Future Land Use Map Amendment - Collins Corner - 2496 Edwards Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-005 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located at 2496 Edwards Road from from RM, Medium Density Residential to GC, General Commercial. SECOND READING

SUMMARY:

- The applicant is seeking to amend the Future Land Use Map of the Comprehensive Plan for property located at 2496 Edwards Road from RM, Medium Density Residential to GC, General Commercial, along with a concurrent request for rezoning.
- The applicant owns a 1.39 acre property immediately to the west of the subject parcel, which is located in the County but concurrently undergoing review for voluntary annexation into the City as a commercial parcel with a General Commercial (C-3) zoning designation and a General Commercial (CG) Future Land Use.
- The subject property held a Land Use designation of CG, Commercial General with St. Lucie County, which was established by St. Lucie County Ordinance 86-82, adopted December 17th, 1986, however the 1990 St. Lucie County Comprehensive Plan Adoption reverted the land use of the property back to RM, which was retained upon annexation into the City of Fort Pierce in 2007.
- The proposed amendment is found to meet the criteria specified in Section 22-131 of the City Code, and is consistent with the City's Comprehensive Plan;
- The Planning Board acting as the Local Planning Agency, at their January 10th, 2017 meeting, voted unanimously to recommend approval of the request.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Potential increase in Ad-Valorem Tax Revenue

Attachments

Proposed Ordinance 17-005
Staff Report
Application & Supporting Documents
PB Minutes 1.10.17 - Excerpts (Minutes Not Yet Approved by PB)
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/15/2017 02:43 PM

Form Started By: Kori Benton
Started On: 02/10/2017 02:38 PM
Final Approval Date: 02/27/2017

ORDINANCE NO. 17-005

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN** TO CHANGE THE DESIGNATION OF PROPERTY LOCATED AT **2496 EDWARDS ROAD**; FROM RM, MEDIUM DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; 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 has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. L-136, as subsequently amended; and; and

WHEREAS, Ordinance K-478 annexed real property located at 2496 Edwards Road, totaling .92 acres of property, assigning a Future Land Use designation of RM, Medium Density Residential.

WHEREAS, the property owner has filed an application and support documentation petitioning approval of a small-scale comprehensive plan amendment, amending the future land use designation of property located at 2496 Edwards Road, totaling .92 acres, from RM, Medium Density Residential to GC, General Commercial.

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to Section 163.3184 and 163.187, Florida Statutes; and

WHEREAS, Staff reviewed the proposed amendment for consistency with the City of Fort Pierce Land Development Code and Comprehensive Plan, presenting the findings to the Fort Pierce City Planning Board;

WHEREAS, the Fort Pierce City Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, considered this proposed amendment to the Comprehensive Plan on January 10th, 2017, and submitted its recommendation of approval thereon to the City Commission; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

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

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. From and after the effective date hereof, the Comprehensive Plan of the City of Fort Pierce is hereby amended to reflect a change in the Future Land Use Designation from RM, Medium Density Residential, to GC, General Commercial for property located at 2496 Edwards Road in Fort Pierce, Florida, and legally described as:

Parcel ID: 2421-333-0003-000-3: The South 395.97 Feet, of the East 111.35 Feet, of the West One-Half, of the West One-half, of the Southwest One-quarter, of the Southwest One-quarter of Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida. Less Right-of=way for Public Roads and Drainage Canals.

and further depicted on Exhibit “A”, attached hereto and incorporated herein.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. The effective date of this Comprehensive Plan Amendment shall be thirty-one (31) days after the adoption by the City of Fort Pierce Commission unless a final order of noncompliance is issued by the Administration Commission.

APPROVED AS TO FORM & CORRECTNESS:

_____

James M. Messer, Esq.,

City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 17-005 was duly advertised by title only in the St. Lucie News Tribune on February 6th, 2017; 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 February 21st, 2017 ; and was duly introduced, read by title only, and passed on second and final reading March 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 7th day of March, 2017.

_____

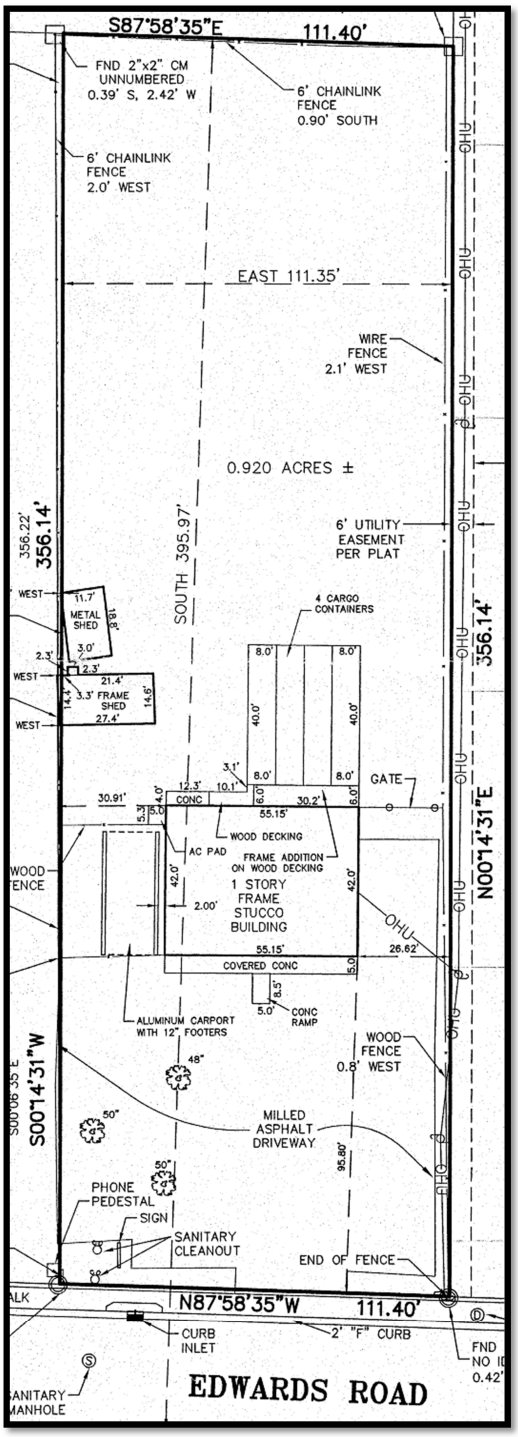
MAYOR COMMISSIONER

_____

CITY CLERK

(CITY SEAL)

EXHIBIT A
Sketch & Legal Description of Subject Property



Parcel ID: 2421-333-0003-000-3): The South 395.97 Feet, of the East 111.35 Feet, of the West One-Half, of the West One-half, of the Southwest One-quarter, of the Southwest One-quarter of Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida. Less Right-of=way for Public Roads and Drainage Canals.

Said property containing .92 acres, more or less.

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 17-006 - Comprehensive Plan Future Land Use Map Amendment
Collins Corner - RM, Residential Medium Density to GC, General Commercial
2496 Edwards Road

DATE: February 9, 2017

STAFF REPORT

Owner/Applicant: Carroll and Janet Collins
PO Box 4114
Fort Pierce, FL 34948

Requested Action: Approval of a proposed amendment to the Future Land Use Map, designating the property as GC, General Commercial from RM, Residential Medium Density

Location: 2496 Edwards Road

Parcel Id: 2421-333-0003-000-3

Current Zoning: C-2, Neighborhood Commercial

Current Future Land Use: RM, Residential Medium Density

Proposed Future Land Use: GC, General Commercial (separate application)

Current Existing Use: Band Bonds Office & Store (Retail)

Proposed Zoning: C-3, General Commercial

Surrounding Zoning:
Surrounding FLU:
Surrounding Exiting Use:

North	East	South	West
CO (FP)	R-2 (FP)	CN (SCL)	CG (SCL)
RM (FP)	RM (FP)	RU (SLC)	COM (SLC)
Offices	SF Residential	Gas Station & Residential	Vacant Commercial

Parcel(s) Size: .92 acres

Staff Analysis:

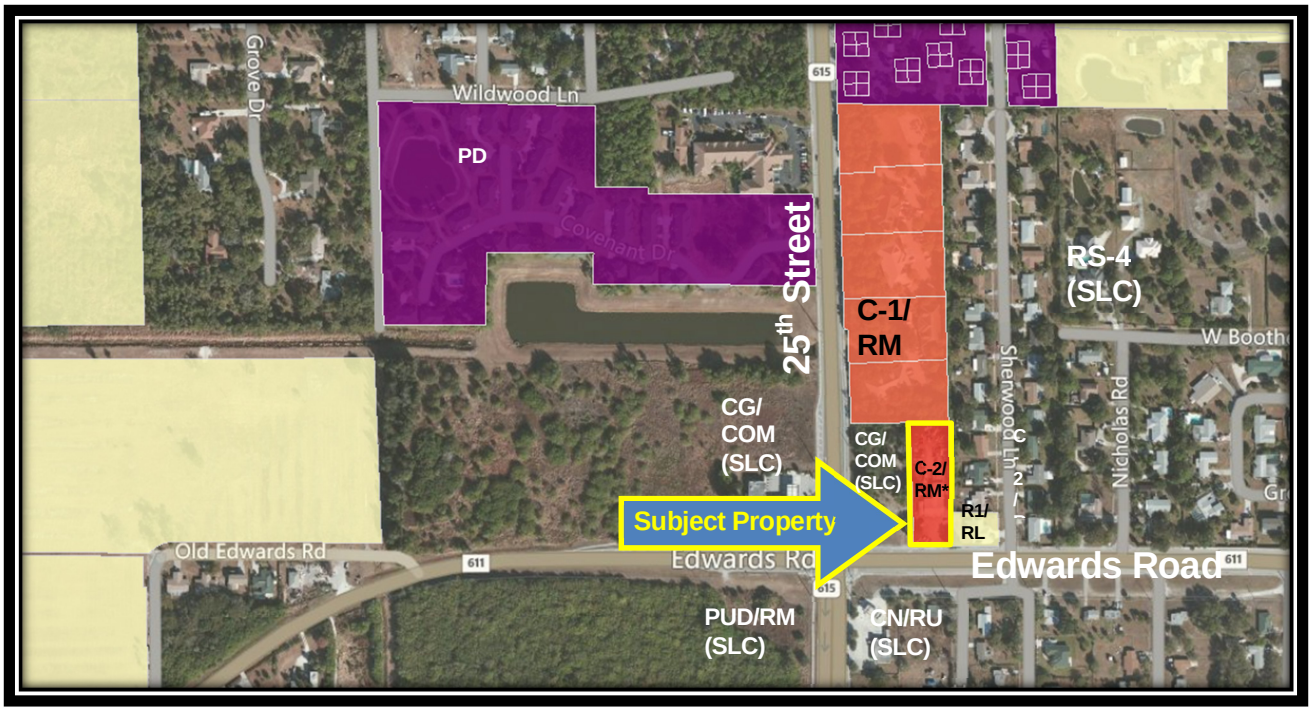
The applicant is requesting an amendment of the City's Comprehensive Plan Future Land Use Map for property owned (Parcel ID 2421-333-0003-000-3) l at 2496 Edwards Road, which is near the northeast corner of Edwards Road and 25th Street. The existing use is a bail bonds office and retail shop, operating since 1993. Recent addition of retail sale of boats and automobiles appears present at the site.

The subject property held a Land Use designation of CG, Commercial General with St. Lucie County, which was established by St. Lucie County Ordinance 86-82, adopted December 17th, 1986, however the 1990 St. Lucie County Comprehensive Plan Adoption reverted the land use of the property back to RM, which was retained upon annexation into the City of Fort Pierce in 2007.

The applicant is seeking to amend the Future Land Use Map for his property to GC, General Commercial, along with a concurrent rezoning, and couple with the vacant commercial site to the west, to create a substantial commercial corner parcel. The applicant owns the 1.39 acre property immediately to the west of the subject parcel, which is located in the County but concurrently undergoing review for voluntary annexation into the City as a commercial parcel with a General Commercial (C-3) zoning designation and a General Commercial (CG) Future Land Use.

It is the applicant's desire to have both of these parcels located within the City limits with a uniform Zoning and Future Land Use designation of General Commercial. The designation of a complete 2.31 acre commercial parcel at the heavily traveled intersection of Edwards Road and 25th Street is appropriate planning, as provided in the City's Comprehensive Plan, *"The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments....fronting major roadway corridors with higher intensity near major intersections."*

Additionally, the corner property across 25th Street to the west is Commercial General as is the corner property to the south, across Edwards Road. Both are developed with gas stations as their existing use.



Zoning/Future Land Use Map

The proposed amendment is guided for review and compliance with Sec. 22-131- Basic amendment standards, whereas:

Before an amendment is approved, findings will be made that the following standards are satisfied:

(1) The amendment is consistent with the comprehensive plan;

The C-3 Zoning District is compatible and consistent with the General Commercial (GC) Land Use designation. The property is concurrently being reviewed for a Future Land Use amendment to General Commercial in a separate application. Per the City's Comprehensive Plan:

"The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation." (Emphasis added)

The requested amendment is consistent with the comprehensive plan in that it fronts Edwards Road, and is at the major intersection of Edwards Road and 25th Street.

(2) The amendment will not have an adverse effect on the ability of the city to:
a. Satisfy land and water use needs; and
b. Meet transportation demands and provide community facilities and services;

a. The FPUA currently provides water and sewer to this property and has the capacity and ability to continue to do so. Depending on the eventual commercial use, water and sewer needs may be reduced for the long term.

b. Policy 1.4.2 of the Comprehensive Plan states, "The City will require traffic impact studies for all future land use changes, rezonings, and development applications. Applicants will be required to demonstrate the traffic impacts according to professionally accepted traffic engineering practices."

The applicant has provided a traffic study; with an excerpt presented as follows:

Table 1: Summarizing the current and proposed future land use traffic impact.

Future Land Use	Trip Generation
Existing Condition (Maximum Development Scenario)	
Residential Medium (12 dwelling units)	71 ADT
Proposed Condition (Maximum Development Scenario)	
General Commercial (13,900 sf)	597 ADT
Likely Development Scenario (Future Use)	
General Commercial (2,500 sf, retail sales)	107 ADT

The existing future land use designation of RM (Residential Medium) is 9 dwelling units per acre, or a maximum of 12 dwelling units for this parcel. Table 230 of the ITE Trip Generation Manual, describes an average daily trip (ADT) rate of 5.86 per unit for residential condominium/townhouses, is 71 ADT for this parcel.

Assuming that the best generalized use for this property is as a "shopping center" and referring to Table 820 of the ITE Trip Generation Manual, at 1.39 acres of gross land area, and using the above discussed ratio of 10,000 sf/acre, it may be assumed that the maximum commercial potential of this site would be in the area of 13,900 square feet. Table 820 describes an ADT rate of 42.94 trips per 1,000 sf of gross leasable area, which in this particular instance would result in an estimated trip impact of 597 ADT.

The existing retail store for this parcel is a 2,500 square foot retail space, specifically a pawn broker shop. This square footage of 2,500 puts the estimated trip impact at 107 ADT.

The provided Traffic Study indicates that the most likely traffic impact will not be significantly higher than its existing condition; although at a maximum build-out could increase traffic nearly six-fold. Additional traffic review will be essential at the time of further application for development of the subject site, or occupancy for business operations.

(3) The amendment will promote and protect the public health, safety and general welfare.

To offset the impacts of any commercial use abutting a residential use, as in this case, to the east of the subject parcel, Section 22-187(10) requires that:

> "When an area other than a vehicular use and retention/detention area of a developed lot in a C-1, C-2, C-3, C-4, C-5, I-1, or I-2 zone abuts a lot in an E-1, R-1, R-2, R-3, R-4, R-5, OS-1, or OS-2, such area in a commercial or industrial zone shall have a site obscuring fence or planted material so as to provide a visual and noise buffer between such areas and the lot in the residential or open space zone. Such fence will be constructed from wood, stone, brick or other suitable material and be a minimum of six (6) feet high. If planted material is used, it shall be planted and maintained so as to form a thirty-six-inch or higher continuous, unbroken solid screen. There shall be at least one shrub, bush or vine planted along the fence for each ten (10) feet of fence for the purpose of beautifying the fence. Slats shall not be put into chain-link fence to obscure the view. The planted material shall be a species which in the county normally grows to a height of six (6) feet or more."

Therefore, prior to any future, or increase in, commercial development, or activities, the applicant will need to provide for compliance with the requirements of Sec. 22-187(10) within the approved C-3 zoning district to mitigate the visual and noise impacts of any commercial development.

TRC Comments:

No comments or objection from the corresponding TRC members.

Planning Board Recommendation:

The Planning Board acting as the Local Planning Agency, at their January 10th, 2017 meeting, voted unanimously to recommend approval of the request.

Staff Recommendation:

The proposed amendment meets the criteria specified in Section 22-131 of the City Code, and is consistent with the City's Comprehensive Plan; therefore Staff recommends approval of the proposed amendment via Ordinance 17-005

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Future Land Use Map Amendment

☐ Future Land Use Map Amendment – Large Scale (>10 acres)

☒ Future Land Use Map Amendment – Small Scale (<10 acres)

In accordance with Chapter 163.3187, Florida Statutes, The City of Fort Pierce will consider applications for land use changes on parcels in excess of 10 aces ("Large Scale Amendments") only twice each calendar year. The City Commission will consider applications for land use changes on parcels less than or equal to 10 acres with a maximum density of 10 units per acres or less at any time during the calendar year. You are encouraged to schedule a pre-application meeting with the planning staff and to submit your application up to three months in advance of the application deadline.

Application submission shall include the following:

•**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**Planning Board**: One (1) original and (13) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☐ Warranty Deed & Legal Description
- ☐ St. Lucie County Property Record Card
- ☐ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☐ Current Survey
- ☐ Environmental Study
- ☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- ☐ Drainage Analysis
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: 2496 Edwards Road, Fort Pierce, FL 34982
2. Property Tax ID(s): 2421-333-0003-0003
3. Total Acreage: ,92
4. Existing Future Land Use Designation: RM
5. Existing Zoning Classification: C-2
6. Proposed Zoning Classification: C-3
7. Other applications being submitted concurrent with this application, if any: Zoning Map Amendment
8. Describe the existing uses, improvements and structures on the amendment lands: A 2500 sq ft CBS Building Currently used as a Retail Store
9. Are there any identified or possible historical structures on the amendment lands? NO
10. The reason for making this request: match future land use to the property we own to the West, which is Com

11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Professional offices	RM	C1 (City)
South	Gas Station / Residential	RU	CN (County)
East	Residential SF	City - RL County - RU	City - R1 County - RS4
West	Vacant	Com	CG (County)

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RM	C2		,92	X
Proposed	GC	C3		,92	N/A

II. Public Facilities Information:

A. Potable Water:	Property uses city water + sewer
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day 313
Proposed Zoning	Total gallons per day 313
Change in Demand	**Total gallons per day** Ø

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day 250
Proposed Zoning	Total gallons per day 250
Change in Demand	**Total gallons per day** Ø

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning	
Proposed Zoning	
Change in Demand	Ø

F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)	
Impact	No increase in volume, no changes to be made to current site.

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	71	
Proposed Zoning	107	
Change in Demand	Trips 36	Trips
Impact to Capacity	Minimal	

12. Name of Owner(s): Carroll and Janet Collins
Mailing Address: P.O. Box 4114
City Fort Pierce State FL Zip 34948
Phone # 772-461-2245
E-mail: Collinsbonding@Aol.com

13. Name of Applicant: Same
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: Same
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

✓ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

_____ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

_____

Carroll Collins Janet Collins 11/30/2016
Applicant's Signature Date

P.O. Box 4114, Fort Pierce FL 34948
Address State Zip

772-461-2245 772-461-3887 Collinsbonding@aol.com
Phone Fax E-mail Address

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Carroll Collins and Janet Collins 772-461-2245
Property Owner's Name (Please Print) Phone

P.O. Box 4114, Fort Pierce, FL 34948
Address State Zip

Carroll Collins Janet Collins 11/30/2016
Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 30th day of November, 2016, by Carroll + Janet Collins who is personally known to me ~~or has produced~~ _____ ~~as identification~~.

Lisa M. Johns Grose
Signature of Notary

(seal)

Lisa M. Johns Grose
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF208991
Expires 3/11/2019

OFFICE USE:		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3790654 OR BOOK 3474 PAGE 1801, Recorded 01/15/2013 at 03:51 PM
Doc Tax: $0.70

Prepared by and return to:
Denise Jenkins
Merit Title, Inc.
628 Colorado Avenue
Stuart, Florida 34994
as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
2421-333-0003-000/3

File No: **2013005**

CORRECTIVE
QUITCLAIM DEED

This Quitclaim Deed Made the **11th day of January, 2013**, by **Carroll Collins, a married man,** hereinafter called the grantor, whose post office address is: PO Box 4114, Fort Pierce, FL 34948

to **Carroll Collins and Janet L. Piek-Collins, husband and wife,** whose post office address is: **PO Box 4114, Ft. Pierce, Florida 34958**, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of -0- Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **St. Lucie** County, Florida, viz:

The South 395.97 feet of the East 111.35 feet of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida. LESS right of way for public roads and drainage canals.

Deed has been prepared to correct quitclaim deed filed in ORB 3432, PG 958 to include complete legal description

The property **is not** the homestead of the Grantor(s).
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with 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, reservations, restrictions and easements of record, if any.
(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:
(2 separate, disinterested parties)

Witness Signature: _____
Printed Name: Denise Jenkins

Witness Signature: _____
Printed Name: Brandy Jenkins

_____
Carroll Collins

STATE OF **FLORIDA**

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 11 **day of January 2013,** by Carroll Collins, a married man, who are personally known to me or who has produced driver license(s) as identification.

My Commission Expires:
(SEAL)

_____
Notary Public – State of Florida

DENISE M. JENKINS
MY COMMISSION # EE 010752
EXPIRES: October 13, 2014
Bonded Thru Notary Public Underwriters

Property Identification

Site Address: 2496 EDWARDS RD Map ID: 24/21S	Parcel ID: 2421-333-0003-000-3 Zoning: CN	Account #: 28048 Use Type: 1100	Sec/Town/Range: 21/35S/40E Jurisdiction: Fort Pierce

Ownership

Carroll Collins
Janet L Piek-Collins

PO Box 4114
Fort Pierce, FL 34948

Legal Description

21 35 40 S 395.97 FT OF W 1/2 OFW 1/2 OF SW 1/4 OF SW 1/4-LESS W219.98 FT AND LESS EDWARDS RD R/W-(0.92 AC) (OR 869-2895; 3432-958: 3474-1801)

Current Values

Just/Market:	$250,900	Assessed:	$250,900
Exemptions:	$0	Taxable:	$250,900

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$250,900	$250,900	$0	$250,900
2015	$243,200	$243,200	$0	$243,200
2014	$241,200	$241,200	$0	$241,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-11-2013	3474 / 1801	0111	QC	Collins,Carroll	$100
09-06-2012	3432 / 0958	0111	QC	Collins,Carroll	$100
11-17-1993	0869 / 2895	XX01	QC	Janet L Piek	$100

Primary Building Information

Finished Area of this building: 2,460 SF
Gross Area of this building: 3,937 SF

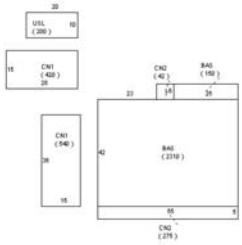
Exterior Data

View:	Roof Cover: Sheet Metal	Roof Structure: Gable	Building Type: STRL
Year Built: 1972	Frame:	Grade: Y_D	Effective Year: 1965
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

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





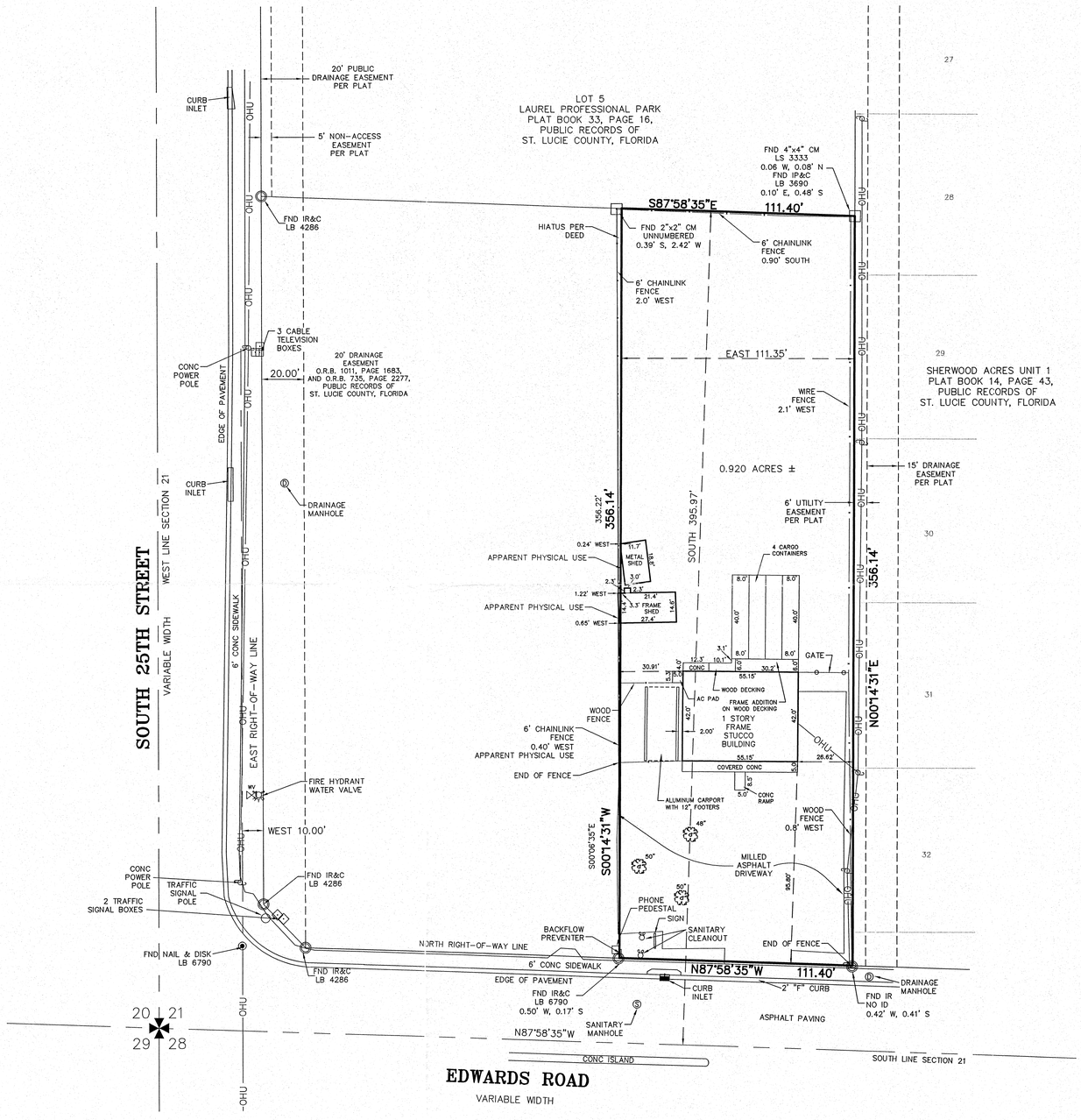
Total Areas

Finished/Under Air (SF):	2,460
Gross Area (SF):	3,937
Land Size (acres):	0.92
Land Size (SF):	40,075.2
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
SINGLE LIGHT	1	1	1972

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2016 Saint Lucie County Property Appraiser. All rights reserved.



GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft.

NORTH

LEGAL DESCRIPTION

THE SOUTH 395.97 FEET, OF THE EAST 111.35 FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS RIGHT-OF-WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LEGEND

(C)	DENOTES CALCULATED
(D)	DENOTES DEED
FND.	DENOTES FOUND
L.B.	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
U.E.	DENOTES UTILITY EASEMENT
P.L.S.	DENOTES PROFESSIONAL LAND SURVEYOR
I.P.	DENOTES IRON PIPE
I.R.	DENOTES IRON ROD
C.M.	DENOTES CONCRETE MONUMENT
CONC.	DENOTES CONCRETE
IR & C	DENOTES 5/8" IRON ROD & CAP
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
O.R.B.	DENOTES OFFICIAL RECORDS BOOK
±	DENOTES PLUS OR MINUS
No.	DENOTES NUMBER
PK & D	DENOTES P.K. NAIL AND DISK
No ID	DENOTES NO IDENTIFICATION NUMBER
P.R.M.	DENOTES PERMANENT REFERENCE MONUMENT
POB	DENOTES POINT OF BEGINNING
48"	DENOTES OAK TREE/SIZE

CERTIFICATIONS

MALCOLM CARROLL COLLINS;
JANET L. PIEK-COLLINS;
ST. LUCIE TITLE SERVICES, INC.;
COMMONWEALTH LAND TITLE INSURANCE CO.; AND
RIVERSIDE NATIONAL BANK, ITS SUCCESSORS AND/OR ASSIGNS

NOTES:

1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
2) Description shown hereon provided by the client and/or their agent.
3) The last date of field work was September 22, 2008.
4) Overall parcel contains 0.920 Acres, more or less.
5) Lands shown hereon were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
6) Bearings shown hereon are relative to the South line of Section 21 having a bearing of N87°58'35"W (N89°57'23"E per Deed).
7) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
8) Said described property is located within an area having a Flood Zone Designation "X", on Flood Rate Map No.12111C0183 F with a date of identification of August 19, 1991, for Community Panel Number 120286 0186 F City of Ft. Pierce, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
9) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

JAMES A. FOWLER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3435

9/26/08
SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
08-334map.dwg	0821/74-75

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE

	BY	DATE
FIELD		
CALCS.		
DRAWN	GLM	9-23-08
DETAILED		
CHECKED		
APPROVED		

BOUNDARY SURVEY

PREPARED FOR

CARROLL COLLINS

DATE: 9-23-2008
HORIZ. SCALE: 1"=30'
VERT. SCALE: N\A
JOB No. 08-334
SHEET 1 OF 1

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, JANUARY 10, 2017, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Tim O'Connell**; **Robert Poitier**; **Al Bernetti**; **Charles Hayek**; **Eloise Cumings**; **Mike Dahan**; **Marcia Baker**; **Frank Creyaufmiller**; **John George**; **Steve Weaver**; **Bob Burdge**, **Chairman**

Absent: **Brian Paul**

Staff Present: **Jim Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Vennis Gilmore, **Planning Analyst**
Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Mr. Paul was unexcused.

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Bernetti was made a voting member for the meeting.

6. APPROVAL OF MINUTES

a. Minutes from the December 13, 2016 meeting

Motion was made by Robert Poitier, and seconded by John George to approve the minutes from the December 13, 2016 meeting.

AYE: **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Al Bernetti**, **Charles Hayek**, **Eloise Cumings**, **Chairman Bob Burdge**

Passed

7. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Comprehensive Plan Future Land Use Map Amendment - Collins Corner - 2496 Edwards Road**

Mr. Benton gave an overview of the application and answered questions from the Board. No one spoke for or against the application.

Motion was made by Al Bernetti, and seconded by John George to forward a recommendation of approval to the City Commission.

AYE: **John George**, **Frank Creyaufmiller**, **Marcia Baker**, **Mike Dahan**, **Eloise Cumings**, **Charles Hayek**, **Al Bernetti**, **Robert Poitier**, **Tim O'Connell**, **Chairman Bob Burdge**

Passed

8. NEW BUSINESS

a. **Conditional Use - Dufault Dwelling Rental - 1138 Hernando Street**

Mr. Benton gave an overview of the application and answered questions from the Board.

Mike McCarty, Attorney for the Applicant, and Shawn Dufault, Owner, provided additional information and answered questions from the Board.

Diane Jennings, Property Manager in absence of Ms. Dufault, and Rick Ross spoke in favor of the application.

Charlene Adair provided a list of policies to adapt for all dwelling rentals.

Mr. Broderick spoke against the application.

Mr. Messer stated if policies are going to be promulgated, they should originate in the Planning department and staffed through the legal department and then turned into an ordinance and presented to the City Commission for a public hearing. Mr. Messer expounded by saying general policies cannot be developed at the meeting and the Planning Board is not a policy making Board. Mr. Messer went on to say that each case has to be decided on its own merits and the Planning Board should not put restrictions on one applicant that are not going to be put on another applicant. Mr. Messer explained that the general law is that the city cannot regulate the duration and frequency of dwelling rental situations.

Ms. Baker stated in 1991, the City of Fort Pierce passed dwelling rental regulations that are operating now. Ms. Baker proceeded to say, since then the state has passed new regulations and if any changes are made to the city code that effects dwelling rental units, the city will lose the grandfathering from 1991. In additon, Ms. Baker added, if guidelines are put as recommendations on a case by case basis, the grandfathering will not be lost.

After hearing Ms. Baker's concerns, Mr. Weaver asked Mr. Messer his opinion on making a restriction on the number of occupants, since it would place further limitations on dwelling rentals.

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Sherri Cipriani, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FT PIERCE/LEGALS	1472412	Meeting: 2/21/17: 2 Ordinances	Meeting: 2/21/17

Pub Dates
February 6, 2017

17-005 17-006

Sworn to and subscribed before me this day of, February 03, 2017, by

Sherri Cipriani, who is

(X) personally known to me or

( ) who has produced _____ as identification.

FEB 13 2017

Sandra Coldren
Sandra Coldren **Notary Public**

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
Monday, February 06, 2017

Ad Number: 1472412
Insertion Number: N/A
Size: 1 Col x 98 ag
Color Type: N/A
Advertiser: City of Fort Pierce
Agency: N/A
Section-Page-Zone(s): C-4-All
Description: Meeting: 2/21/17: 2 Ordinances

Public Notices

hold Public Hearings on the enactment of two proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1) ORDINANCE NO. 17-005 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTY LOCATED AT 2496 EDWARDS ROAD; FROM RM, MEDIUM DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

2) ORDINANCE NO. 17-006 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY GENERALLY LOCATED AT 2496 EDWARDS ROAD, FROM NEIGHBORHOOD COMMERCIAL, C-2, TO GENERAL COMMERCIAL, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Applications for Conditional Use. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

Linda W. Cox, City Clerk
Pub: Febuary 6, 2017
TCN 1472412

BEFORE THE BOARD OF ZONING ADJUSTMENT
MARTIN COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING

Subject: Request for a variance by John E. Horton and Rose Dianne Horton to reduce the setback requirements of Article 3, Zoning Districts, Land Development Regulations, Martin County Code for the PUD, Planned Unit Development District established for the Piper's Landing PUD community to permit existing encroachments into the rear yard setback and south side yard setback by the screen enclosed pool deck on the subject lot at 4401 SW Dundee Court, Palm City, Florida to remain within the current location.

Legal Description: Lot 14, Block 7, Piper's Landing Plat No. 4, according to the map or Plat thereof as recorded in Plat Book 10, Page 18, of the Public Records of Martin County, Florida.

Time and Date: 7:00 P.M., or as soon after as the matter may be heard, on Thursday, February 23, 2017

Place: Martin County Administrative Center
2401 S.E. Monterey Road
Stuart, Florida

All interested persons are invited to attend and be heard. Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the County Administrator at (772) 221-2360, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. This notification can be reproduced in an alternative format upon request by contacting the Office of the ADA Coordinator at (772) 221-1396. Persons using a TDD device, please call 711 Florida Relay Services.

When attending a public hearing, a member of the public may speak during the public comment portion of the public hearing. A person may also participate in the public meeting as an Intervenor. An Intervenor may ask questions of the staff, applicant and give testimony on the subject of the public hearing. In order to be an Intervenor, a person must qualify to receive mailed notice of the subject application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator not less than 7 days prior to the BOZA meeting. No fee will be assessed on Intervenor. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Nicki van Vonno, Growth Management Director, (e-mail: nikkiv@martin.fl.us) or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department.

THIS NOTICE DATED THIS 1ST DAY OF FEBRUARY 2017.
Pub: February 6, 2017
TCN 1472081

BEFORE THE BOARD OF ZONING ADJUSTMENT
MARTIN COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING

Subject: Request for a variance by Medalist Building Group LLC to reduce the setback requirements of Article 3, Zoning Districts, Land Development Regulations, Martin County Code, specifically the centerline setback requirements of Section 3.16.C.1.b., to permit the construction of single family residential dwelling and appropriate accessory structures on the vacant subject lot located at 2374 NW Brennan Court, Stuart, Florida.

Legal Description: Lot 1, Brennan Court, according to the Plat thereof, as recorded in Plat Book 3, Page 83, of the Public Records of Martin County, Florida.

Time and Date: 7:00 P.M., or as soon after as the matter may be heard, on Thursday, February 23, 2017

Place: Martin County Administrative Center
2401 S.E. Monterey Road
Stuart, Florida

All interested persons are invited to attend and be heard. Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the County Administrator at (772) 221-2360, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. This notification can be reproduced in an alternative format upon request by contacting the Office of the ADA Coordinator at (772) 221-1396. Persons using a TDD device, please call 711 Florida Relay Services.

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If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Nicki van Vonno, Growth Management Director, (e-mail: nikkiv@martin.fl.us) or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department.

THIS NOTICE DATED THIS 1ST DAY OF FEBRUARY 2017.
Pub: February 6, 2017
TCN 1472094

Request for Bids

REQUEST FOR BID
(RFB) # 2017-2923

Martin County Board of County Commissioners
Purchasing Division
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
Email: pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

BATHTUB BEACH/SAILFISH POINT BEACH RENOURISHMENT

Sealed bids will be received by the Information Desk on the 1st Floor at the address above until 2:30 PM local time, on Wednesday, March 8, 2017.

The basic bid document is available at www.martin.fl.us. Type "bids" in the Search field then click on Bid Search.

The complete bid document may be downloaded from www.demandstar.com.

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.
Pub: February 6, 2017
TCN 1472108

LEGAL NOTICE
FOR ITB # 2017-315
"TURF AND GROUNDS MAINTENANCE SHED PROJECT

The Stuart City Commission, Stuart, Florida is soliciting licensed general contractors to submit bids to construct a new maintenance shed at the Turf and Grounds Division on 920 SE 10th Street in the City of Stuart, Florida.

Description: The project consists of work to construct a new maintenance shed that includes a concrete reinforced foundation with pressure treated posts. In addition, the structure will consist of pre-engineered roof trusses with fiberglass shingles. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

A complete bid package can be obtained by contacting the City's Procurement & Contracting Services Office at 772-288-5320, purchasing@ci.stuart.fl.us or from Onvia DemandStar at http://www.demandstar.com or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Crossword Puzzle

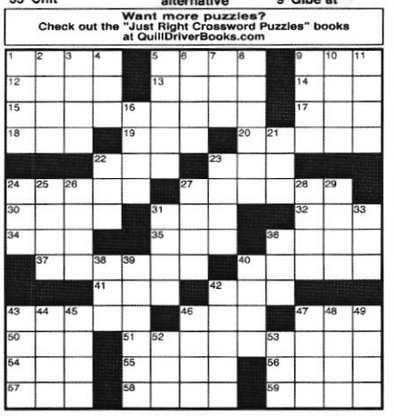
ACROSS
1 Laird's attire
5 Acme
9 Recipe meas.
12 River in England
13 — meridiem
14 Court
15 Uncertain
17 Maybes
18 Vane dir.
19 Nap site
20 Caulking material
22 Windy City trains
23 Lease
24 Quench, as thirst
27 Angry speech
30 Bronte governess
31 — kwon do
32 Zoologists' mouths
34 Prefix for cycle
35 Chit
36 Film vamp — Harlow
37 Philly team
40 Ventricle neighbor
41 Disposed of
42 Baby bear
43 Pier
46 Paddle cousin
47 Affirmative vote
50 Wheel part
51 Whirlwinds
54 Bullring shout
55 Therefore
56 Ticks off
57 Mi. above sea level
58 Capsule, perhaps
59 Twig shelter

DOWN
1 Ms. Winslet
2 Folk singer Burl —
3 Type of wolf
4 TBS alternative
5 Liver spreads
6 Novelist — Bagnold
7 Off-road vehicle
8 Rhino feeder
9 Gibe at
10 Padded
11 Nosegay
16 Up to the task
21 Actress — Hagen
22 Be very frugal
23 "Instead of" word
24 Fix the table
25 Harp kin
26 Libretto feature
27 Art colony town
28 Go-getter
29 Latin I verb
31 Neck and neck
33 "Wheel" buy (2 wds.)
36 Task
38 Canine warning
39 Swiped
40 Emanation
42 Lake boat
43 Horse stopper
44 Nut shell
45 Aid a crook
46 Assns.
47 Time long gone
48 Cartoon shrieks
49 Type of prof
52 Gonzalez's gold
53 Noise

Answer to Previous Puzzle

G	L	U	M	■	L	A	P	■	L	A	T	H
I	O	T	A	■	A	C	E	■	A	C	R	E
S	L	A	Y	■	S	C	O	R	C	H	E	R
T	A	H	O	E	■	E	R	A	■	E	E	O
■	■	■	R	I	P	P	I	N	G	■	■	■
A	T	V	■	D	A	T	A	■	O	D	D	S
P	R	I	V	E	T	■	■	S	L	E	E	T
S	O	B	E	R	■	■	R	I	F	F	L	E
O	D	E	S	■	R	O	A	M	■	T	I	M
■	■	■	T	H	E	R	M	O	S	■	■	■
U	M	A	■	A	N	N	■	N	E	W	T	S
N	O	H	I	T	T	E	R	■	A	H	E	M
T	O	A	D	■	A	R	T	■	T	O	R	O
O	R	B	S	■	L	Y	E	■	S	A	N	G

Want more puzzles?
Check out the "Just Right Crossword Puzzles" books at QuillDriverBooks.com



2-6 © 2017 UFS, Dist. by Andrews McMeel Syndication for UFS

Request for Bids

A Bid Bond in an amount of ten percent (10%) of the total amount proposed is required, if bid total exceeds $50,000, and must be submitted with their bid. The Bid Surety may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, Cashier's Check or Certified Check (checks made payable to The City of Stuart).

Firms desiring to provide the services described shall submit one (1) original and two (2) copies of their bid, containing all of the required information no later than 2:30 pm, March 1, 2017. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: ITB #2017-315 "Turf and Grounds Maintenance Shed Project"

Stuart City Commission,
City of Stuart, Florida
Pub: February 6, 2017
TCN 1469608

Real Estate
It's all here in the
TCPALM localfieds

Tax Deed Application

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 13-339

NOTICE IS HEREBY GIVEN, that ELEVENTH TALENT B, LLC the holder of the following certificate has filed said certificates for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No.: 2011/5369
Year of Issuance: 2011
Address:
102 SE BONITA CT, SLC
Property Description:
RIVER PARK-UNIT 5 BLK 52 LOT 1 (MAP 34/288) (OR 2509-2492: 2664-2728)
Parcel ID:3419-540-0292-000/7
Name(s) in Which Assessed:
MOUNIR FARAH

Said property being in the County of St. Lucie, State of Florida.

Unless said certificate shall be redeemed according to law the property described in such certificate shall be sold to the highest bidder by electronic sale 6th of March, 2017 at https://stlucie.clerkauction.com at 11:00 A.M.

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON 03/06/2017 UNLESS THE BACK TAXES ARE PAID. TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE CLERK OF COURT IMMEDIATELY AT 2300 VIRGINIA AVE, 2ND FLOOR, FORT PIERCE, FL 34892, 772-462-6926.

Property may be redeemed through the St. Lucie County Tax Collector. For redemption amounts and instructions, contact the Tax Collector, 772-462-1650.

Date this 17th day of January, 2017.

MARGARET RAHAL,

There's no place like here! TCPALM Localfieds

Tax Deed Application

Deputy Clerk
Clerk of the Circuit Court,
St. Lucie County
Pub: February 6, 13, 20, 27, 2017
TCN 1459573

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 16-051

NOTICE IS HEREBY GIVEN, that U.S. BANK AS CUST FOR MAGNOLIA TC 14, LLC the holder of the following certificate has filed said certificates for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No.: 2014/5711
Year of Issuance: 2014
Address:
1842 SE JOY HAVEN ST, PSL
Property Description:
PORT ST LUCIE-SECTION 13-BLK 584 LOT 36 (MAP 44/04S) (OR 1166-1629)
Parcel ID: 3420-560-1531-000/8
Name(s) in Which Assessed:
JAIPARGAS SINGH

Said property being in the County of St. Lucie, State of Florida.

Unless said certificate shall be redeemed according to law the property described in such certificate shall be sold to the highest bidder by electronic sale 6th of March, 2017 at https://stlucie.clerkauction.com at 11:00 A.M.

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON 03/06/2017 UNLESS THE BACK TAXES ARE PAID. TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE CLERK OF COURT IMMEDIATELY AT 2300 VIRGINIA AVE, 2ND FLOOR, FORT PIERCE, FL 34892, 772-462-6926.

Property may be redeemed through the St. Lucie County

Transportation

TCPALM localfieds Where local meets classifieds

Place your ad with us. Call 1-877-2472407

Transportation

Auto Dealer Directory

WALLACE CADILLAC
3555 SE Federal Hwy., Stuart
877-606-0562

WALLACE CHEVROLET
2650 SE Federal
Hwy Stuart
772-287-3232

Auto Dealer Directory

WALLACE CHRYSLER
2755 SE Federal
Highway, Stuart
772-220-3600

GATOR CHRYSLER DODGE JEEP
Drive A Little • Save A Lot
US-1, Melbourne
gatorchrysler.net
(321)724-6611

VERO BEACH CHRYSLER
855 S US 1
800-375-2966
verobeachcjd.com

Auto Dealer Directory

WALLACE DODGE
2755 SE Federal
Highway, Stuart
772-220-3600

VELDE FORD
velde-ford.com
488 US Hwy 1
VERO BEACH
772-569-3400

WALLACE HYUNDAI
3801 SE Federal
Hwy., Stuart
772-283-6000

Auto Dealer Directory

JOHNSON HONDA
Of Stuart
4200 SE Federal Hwy
772-320-1100
WWW.johnsonhonda.com

VERO BEACH JEEP
855 S. US ONE
800-375-2966
veroboeachcjd.com

WALLACE JEEP
2755 SE Federal Highway,
Stuart 772-220-3600

Auto Dealer Directory

WALLACE
LINCOLN MERCURY
5555 South US 1 Ft. Pierce
1-800-329-6060

WALLACE MAZDA
3725 SE Federal
Hwy., Stuart
800-375-1999

WALLACE NISSAN
4313 SE Federal Hwy.,
Stuart
772-286-8000

Auto Dealer Directory

GRIECO NISSAN
Sales/Service
4815 S US 1
1-888-728-4235
GriecoNissan.com
(772)464-4645.

WALLACE VOLKSWAGEN
2805 SE Federal Highway,
Stuart
772-219-0007

WALLACE VOLVO
3801 SE Federal Hwy., Stuart
866-263-4201

City Commission Regular Meeting **11.e.**

Meeting Date: 03/06/2017

Re: Ordinance 17-006 -Zoning Atlas Amendment (Rezoning) - Collins Corner - 2496 Edwards Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-006 Amending the Zoning Atlas to rezone property located at 2496 Edwards Road from Neighborhood Commercial (C-2) to General Commercial (C-3). SECOND READING

SUMMARY:

- The applicant is requesting rezoning of property located at 2496 Edwards Road,from Neighborhood Commercial (C-2) to General Commercial (C-3).
- The site is near the northeast corner of Edwards Road and 25th Street and has operated as as bail bonds office and retail shop since 1993. Recent addition of retail sale of boats and automobiles appear to be present at the site.
- The applicant owns the 1.39 acre property immediately to the west of the subject parcel, which is located in the County but concurrently undergoing review for voluntary annexation into the City as a commercial parcel with a General Commercial (C-3) zoning designation and a General Commercial (CG) Future Land Use.
- The proposed amendment, coupled with the presented Future Land Use Map amendment, meets the criteria specified in Section 22-131 of the City Code, and is consistent with the City's Comprehensive Plan.
- The Planning Board, at their October 11th, 2016 meeting, voted 9-1 to recommend approval of the request.
- A total of 66 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.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Potential increase in Ad-Valorem Tax Revenue

Attachments

Proposed Ordinance 17-006
Staff Report
Aerial & Zoning Map
Application
PB Minutes 10.11.16 - Excerpts
Collins - Letters of Acknowledgement - Support (Filed by Applicant)
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/15/2017 02:43 PM

Form Started By: Kori Benton
Started On: 02/10/2017 11:21 AM
Final Approval Date: 02/27/2017

ORDINANCE NO. 17-006

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** PROPERTY LOCATED AT **2496 EDWARDS ROAD**, FROM NEIGHBORHOOD COMMERCIAL, C-2, TO GENERAL COMMERCIAL, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 2nd, 2007, the City of Fort Pierce Commission adopted Ordinance K-478 for the purpose of annexing real property located at 2496 Edwards Road, directing the St. Lucie County Property Appraiser to assess said property and place it on the City tax rolls as of the enactment date, directing the St. Lucie County Tax Collector to collect taxes on said property, certifying the Zoning designation of said land, and establishing the Future Land Use designation of said land; and

WHEREAS, Ordinance K-478 annexed real property located at 2496 Edwards Road, totaling .92 acres of property, assigning a Zoning designation of C-2, Neighborhood Commercial Zone; and

WHEREAS, the applicant seeks rezoning of the subject site, Parcel 2421-333-0003-000-3, from Neighborhood Commercial (C-2), to General Commercial (C-3); and

WHEREAS, the proposed zoning atlas amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 22-131; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 11th, 2016 meeting, voted unanimously to recommend approval of the request;

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

SECTION 1. From and after the effective date hereof, the following properties legally described as:

Parcel ID: 2421-333-0003-000-3: The South 395.97 Feet, of the East 111.35 Feet, of the West One-Half, of the West One-half, of the Southwest One-quarter, of the Southwest One-quarter of Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida. Less Right-of=way for Public Roads and Drainage Canals.

and further depicted on Exhibit "A", attached hereto and incorporated herein, shall be and the same is hereby rezoned from Neighborhood Commercial (C-2), to General Commercial (C-3); said properties being generally located at 2496 Edwards Road in Fort Pierce, Florida.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinance or parts of ordinances in conflict herewith are hereby

repealed.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage thereof.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 17-006 was duly advertised by title only in the St. Lucie News Tribune on February 6th, 2017; 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 February 21st, 2017; and was duly introduced, read by title only, and passed on second and final reading March 6th, 2017 by the City Commission of the City of Fort Pierce, Florida.

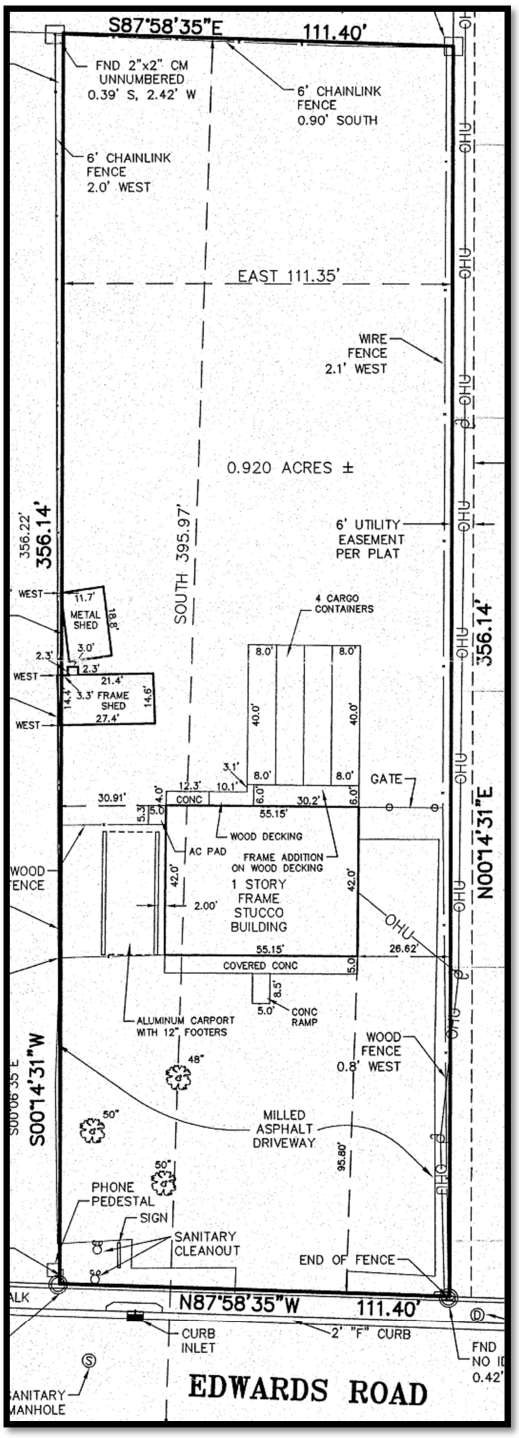
IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 7th day of March, 2017.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

EXHIBIT A
Sketch & Legal Description of Subject Property



Parcel ID: 2421-333-0003-000-3): The South 395.97 Feet, of the East 111.35 Feet, of the West One-Half, of the West One-half, of the Southwest One-quarter, of the Southwest One-quarter of Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida. Less Right-of=way for Public Roads and Drainage Canals.
Said property containing .92 acres, more or less.

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 17-006 -Zoning Atlas Amendment (Rezoning)
Collins Corner
2496 Edwards Road

DATE: February 9, 2017

STAFF REPORT

Owner/Applicant: Carroll and Janet Collins
PO Box 4114
Fort Pierce, FL 34948

Requested Action: Approval of a proposed Zoning Atlas Amendment, rezoning the subject site as C-3, General Commercial, from the present C-2, Neighborhood Commercial

Location: 2496 Edwards Road

Parcel Id: 2421-333-0003-000-3

Current Zoning: C-2, Neighborhood Commercial

Current Future Land Use: RM, Medium Density Residential

Current Existing Use: Band Bonds Office & Store (Retail)

Proposed Zoning: C-3, General Commercial

Proposed Future Land Use: GC, General Commercial

Surrounding Zoning:
Surrounding FLU:
Surrounding Exiting Use:

North	East	South	West
CO (FP)	R-2 (FP)	CN (SCL)	CG (SCL)
RM (FP)	RM (FP)	RU (SLC)	COM (SLC)
Offices	SF Residential	Gas Station & Residential	Vacant Commercial

Parcel(s) Size: .92 acres

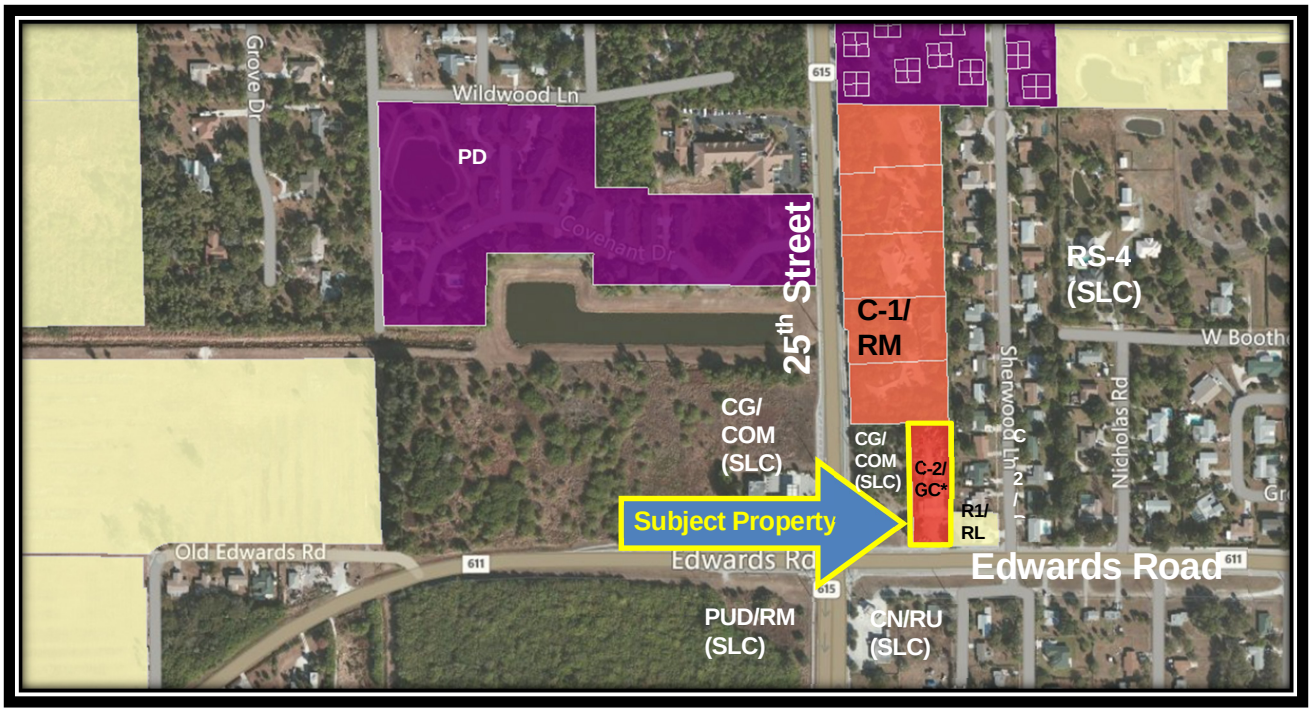
Staff Analysis:

The applicant is requesting a zoning atlas amendment for the property (Parcel ID 2421-333-0003-000-3) located at 2496 Edwards Road, which is near the northeast corner of Edwards Road and 25th Street. The existing use is a bail bonds office and retail shop, operating since 1993. Recent addition of retail sale of boats and automobiles appears to be present at the site.

The applicant is seeking to rezone his property to C-3, General Commercial, and couple with the vacant commercial site to the west, to create a substantial commercial corner parcel. The applicant owns the 1.39 acre property immediately to the west of the subject parcel, which is located in the County but concurrently undergoing review for voluntary annexation into the City as a commercial parcel with a General Commercial (C-3) zoning designation and a General Commercial (CG) Future Land Use.

It is the applicant's desire to have both of these parcels located within the City limits with a uniform Zoning and Future Land Use designation of General Commercial. The designation of a complete 2.31 acre commercial parcel at the heavily traveled intersection of Edwards Road and 25th Street is appropriate planning, as provided in the City's Comprehensive Plan, *"The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments....fronting major roadway corridors with higher intensity near major intersections."*

Additionally, the corner property across 25th Street to the west is Commercial General (SLC) as is the corner property to the south, across Edwards Road. Both are developed with gas stations as their existing use.



Zoning/Future Land Use Map

The proposed amendment is guided for review and compliance with Sec. 22-131- Basic amendment standards, whereas:

Before an amendment is approved, findings will be made that the following standards are satisfied:

(1) The amendment is consistent with the comprehensive plan;

The C-3 Zoning District is compatible and consistent with the General Commercial (GC) Land Use designation. The property is concurrently being reviewed for a Future Land Use amendment to General Commercial in a separate application. Per the City's Comprehensive Plan:

"The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation." (Emphasis added)

The requested amendment is consistent with the comprehensive plan in that it fronts Edwards Road, and is at the major intersection of Edwards Road and 25th Street.

(2) The amendment will not have an adverse effect on the ability of the city to:
a. Satisfy land and water use needs; and
b. Meet transportation demands and provide community facilities and services;

a. The FPUA currently provides water and sewer to this property and has the capacity and ability to continue to do so. Depending on the eventual commercial use, water and sewer needs may be reduced for the long term.

b. Policy 1.4.2 of the Comprehensive Plan states, "The City will require traffic impact studies for all future land use changes, rezonings, and development applications. Applicants will be required to demonstrate the traffic impacts according to professionally accepted traffic engineering practices."

The applicant has provided a traffic study; with an excerpt presented as follows:

Table 1: Summarizing the current and proposed traffic impact.

Land Use	Trip Generation
Proposed Condition (Maximum Development Scenario)	
General Commercial (13,900 sf)	597 ADT
Likely Development Scenario (Future Use)	
General Commercial (2,500 sf, retail sales)	107 ADT

> Assuming that the best generalized use for this property is as a "shopping center" and referring to Table 820 of the ITE Trip Generation Manual, at 1.39 acres of gross land area, and using the above discussed ratio of 10,000 sf/acre, it may be assumed that the maximum commercial potential of this site would be in the area of 13,900 square feet. Table 820 describes an ADT rate of 42.94 trips per 1,000 sf of gross leasable area, which in this particular instance would result in an estimated trip impact of 597 ADT.
>
> The existing retail store for this parcel is a 2,500 square foot retail space, specifically a pawn broker shop. This square footage of 2,500 puts the estimated trip impact at 107 ADT.

The provided Traffic Study indicates that the most likely traffic impact will not be significantly higher than its existing condition; although at a maximum build-out could increase traffic nearly six-fold. Additional traffic review will be essential at the time of further application for development of the subject site, or occupancy for business operations.

(3) The amendment will promote and protect the public health, safety and general welfare.

To offset the impacts of any commercial use abutting a residential use, as in this case, to the east of the subject parcel, Section 22-187(10) requires that:

> "When an area other than a vehicular use and retention/detention area of a developed lot in a C-1, C-2, C-3, C-4, C-5, I-1, or I-2 zone abuts a lot in an E-1, R-1, R-2, R-3, R-4, R-5, OS-1, or OS-2, such area in a commercial or industrial zone shall have a site obscuring fence or planted material so as to provide a visual and noise buffer between such areas and the lot in the residential or open space zone. Such fence will be constructed from wood, stone, brick or other suitable material and be a minimum of six (6) feet high. If planted material is used, it shall be planted and maintained so as to form a thirty-six-inch or higher continuous, unbroken solid screen. There shall be at least one shrub, bush or vine planted along the fence for each ten (10) feet of fence for the purpose of beautifying the fence. Slats shall not be put into chain-link fence to obscure the view. The planted material shall be a species which in the county normally grows to a height of six (6) feet or more."

Therefore, prior to any future, or increase in, commercial development, or activities, the applicant will need to provide for compliance with the requirements of Sec. 22-187(10) within the approved C-3 zoning district to mitigate the visual and noise impacts of any commercial development.

TRC Comments:

The Technical Review Committee did not advance objection to .

Property Owner Response Summary:

A total of 66 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.

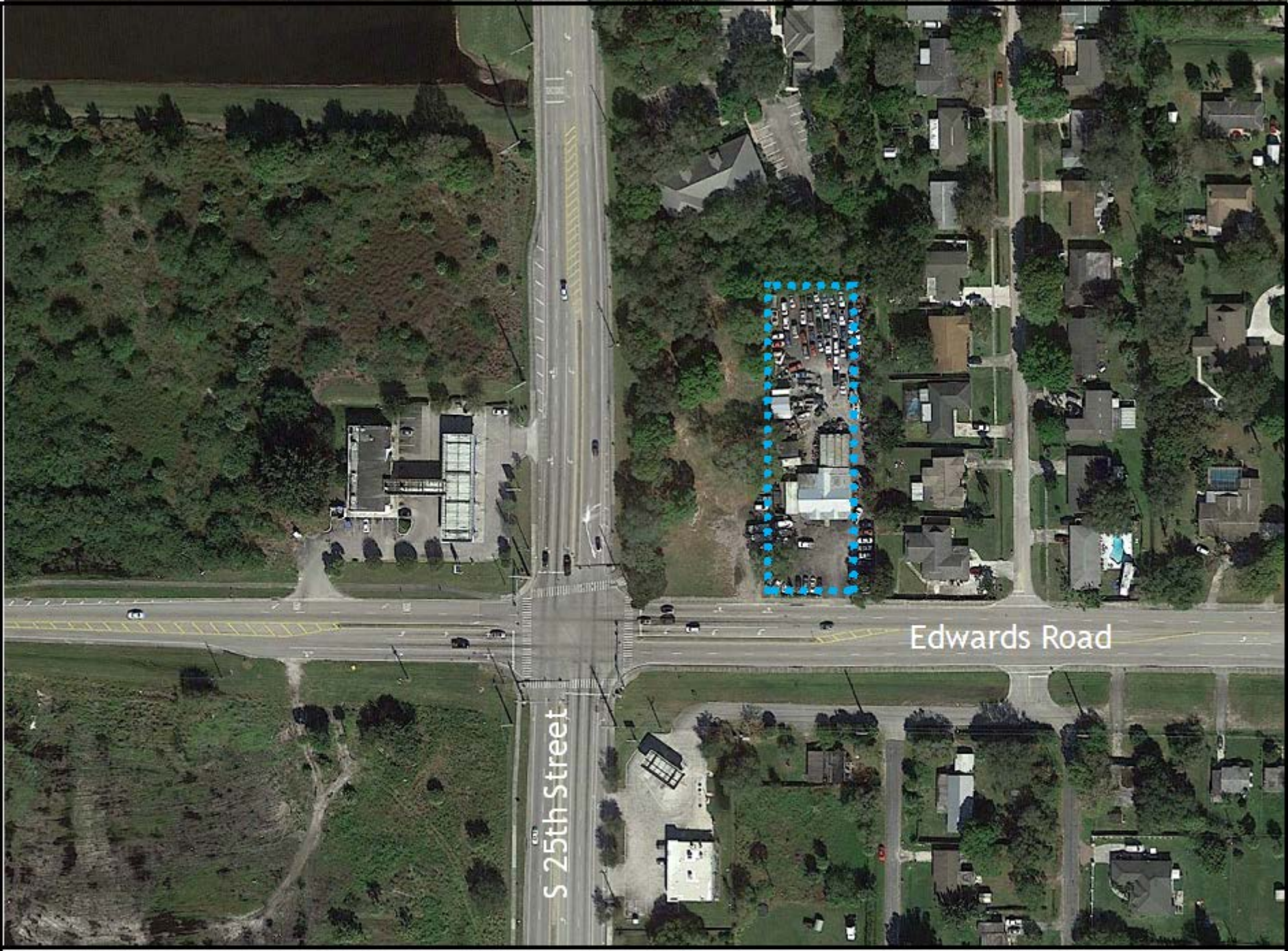
Planning Board Recommendation:

The Planning Board, at their October 11th, 2016 meeting, voted 9-1 to recommend approval of the request.

Staff Recommendation:

The proposed amendment meets the criteria specified in Section 22-131 of the City Code, and is consistent with the City's Comprehensive Plan; therefore Staff recommends approval of the proposed amendment via Ordinance 17-006

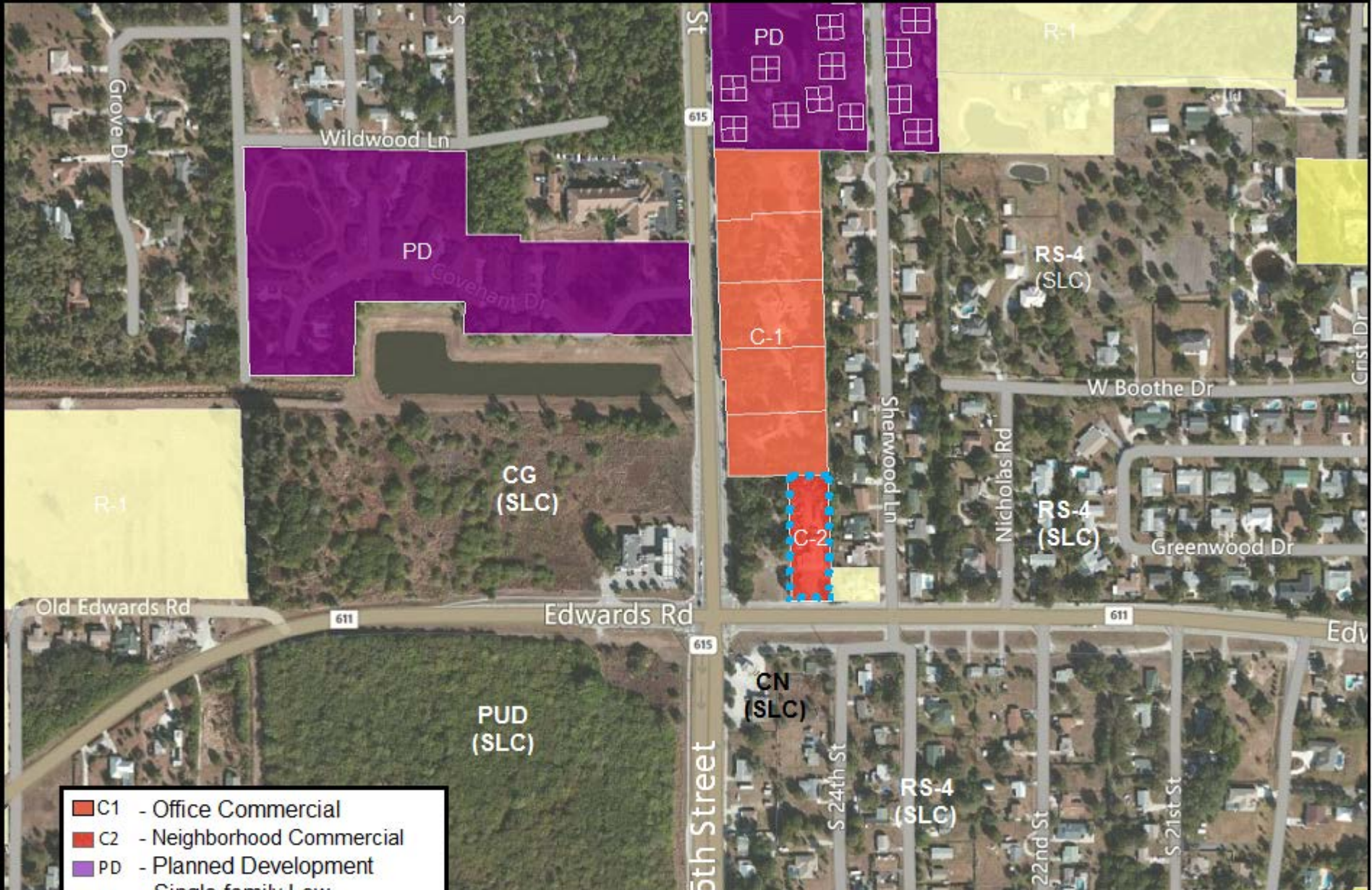
Staff has acknowledged to the applicant that prior to any future commercial development the applicant will need to meet the requirements of Sec. 22-187 (10) to provide a greater buffer along the eastern property line.



THE SUNRISE CITY
FORT PIERCE
Florida

Carroll Collins – Aerial

2496 Edwards Road



Carroll Collins – Zoning Map

2496 Edwards Road

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

•**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☐ Warranty Deed & Legal Description
- ☐ St. Lucie County Property Record Card
- ☐ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☐ Current Survey
- ☐ Environmental Study
- ☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- ☐ Drainage Analysis
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: 2496 EDWARDS RD
2. Property Tax ID(s): 2421-333-0003-000-3
3. Total Acreage: 0.92
4. Existing Future Land Use Designation: (GC, General Commercial - Requires Updates)
5. Existing Zoning Classification: C-2, Neighborhood Commercial
6. Proposed Zoning Classification: c-3, General Commercial
7. Other applications being submitted concurrent with this application, if any: Scrivener's Error - FLUMA

8. Describe the existing uses, improvements and structures on the amendment lands: Bail Bonds/Retail

9. Are there any identified or possible historical structures on the amendment lands? _____

10. The reason for making this request: Future Development/Redevelopment

11. **CAPACITY ANALYSIS**

I. **Site Data:**

	Existing Use	Future Land Use	Zoning
North	Office Commercial	Professional Office	C-1
South	Comm (gas)/ SLC Res.	GC - Res	CN / RS-4
East	SF Res	RL	R-1
West	Comm	GC	CG

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RM	C-2	No Change	0.92	
Proposed	GC (Scrivener Correction)	C-3		0.92	N/A

II. **Public Facilities Information:**

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6 = persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

B. Wastewater:

Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning	
Proposed Zoning	
Change in Demand	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm

event)	
Impact	

III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity		

12. Name of Owner(s): Carroll Collins & Janet L Piek-Collins
Mailing Address: PO Box 4114
City Fort Pierce, FL 34948 State _____ Zip _____
Phone # _____
E-mail: _____

13. Name of Applicant: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

✓ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

_____ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

_____

Applicant's Signature Carroll Collins Date

Address PO Box 4114 Fort Pierce, FL 34948 State Zip

Phone 772-461-2245 Fax 772-461-3887 E-mail Address carrollcollinsfl@aol.com

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Carroll Collins 772-461-2245

Property Owner's Name (Please Print) Phone

PO Box 4114 Fort Pierce FL 34948

Address State Zip

Carroll Collins

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 1 day of Sept, 2016, by Carroll Collins who is personally known to me or has produced _____as ident

Kim Keahey

Signature of Notary

(seal) KIM KEAHEY
Notary Public - State of Florida
Commission # FF 246921
My Comm. Expires Dec 16, 2016

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

PROPERTY RECORD CARD

Carroll Collins **Record: 1 of 1** **<<Prev** **Next >>** **Spec.Assmnt** **Taxes** **Exemptions** **Permits** **Home** **Print**

Property Identification

Site Address:	2496 Edwards Rd	ParcelID:	2421-333-0003-000-3
Sec/Town/Range:	21 :35S :40E	Account #:	28048
Map ID:	24/21S	Use Type:	STOR-1STR
Zoning:	CN	City/Cnty:	Fort Pierce

Ownership and Mailing

Owner: Carroll Collins Janet L Piek-Collins

Address: PO Box 4114
Fort Pierce FL 34948-4114

Legal Description

21 35 40 S 395.97 FT OF W 1/2 OFW 1/2 OF SW 1/4 OF SW 1/4-LESS W219.98 FT AND LESS EDWARDS RD R/W-(0

More...

Sales Information

Date	Price	Code	Deed	Book/Page
1/11/2013	100	0111	QC	3474 / 1801
9/6/2012	100	0111	QC	3432 / 0958
11/17/1993	100	01	QC	0869 / 2895
7/17/1992	100	01	QC	0799 / 2817
4/1/1982	67000	00	CV	0374 / 0223
8/1/1980	60000	00	CV	0336 / 0120
1/1/1978	46000	00	CV	0281 / 0048

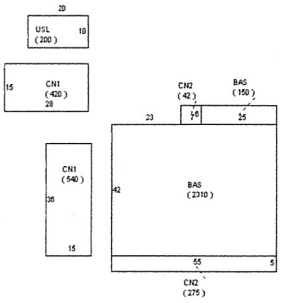
Assessment 2014

2014 TRIM:	241200
Assessed:	241200
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	6210.92

Total Land and Building

Land Value:	200100 Acres: 0.92
Building Value:	41100
Finished Area:	2460 SqFt

BUILDING INFORMATION





Exterior Features

View:	-	RoofCover:	SM - Sheet Metal	RoofStruct:	GA - Gable
ExtType:	STRL - STORE LOW	YearBlt:	1972	Frame:	-
Grade:	Y_D - Commer D	EffYrBlt:	1972	PrimeWall:	BS - CB Stucco
StoryHght:	0010 - 1 Story	No.Units:	1	SecWall:	-

Interior Features

BedRooms:	3	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/Fl:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	VT - Vinyl Tiles
%A/C:	100	%Heated:	100	%Sprinkled:	0

Special Features and Yard Items

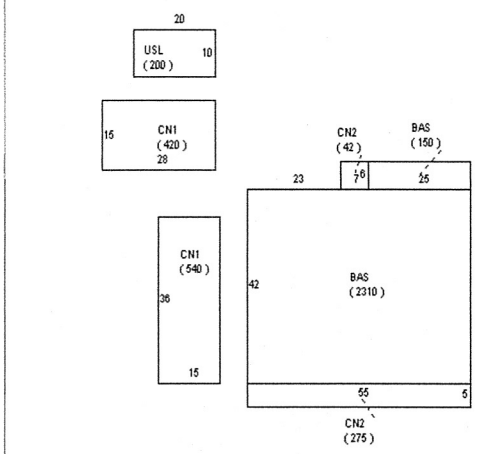
Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
LGT1 - SINGLE LIGHT	Y	1	1	AV	AV	1972

Land Information

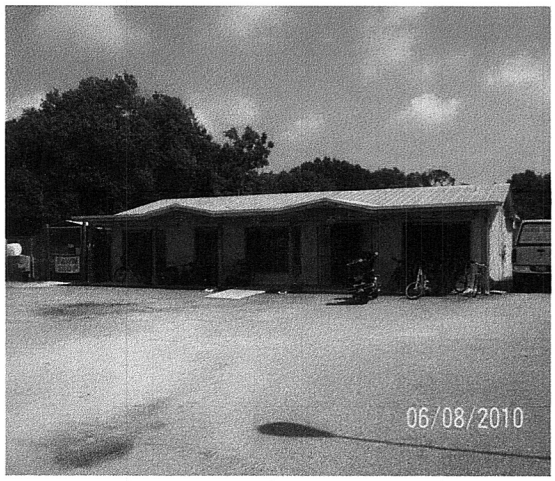
No.	Use Type	Type	Measure	Depth
1	1100-STOR-1STR	305 -Sq Feet	40011	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

Building Details Parcel ID: 2421-333-0003-000-3 Card Number: 1 Account Number: 28048

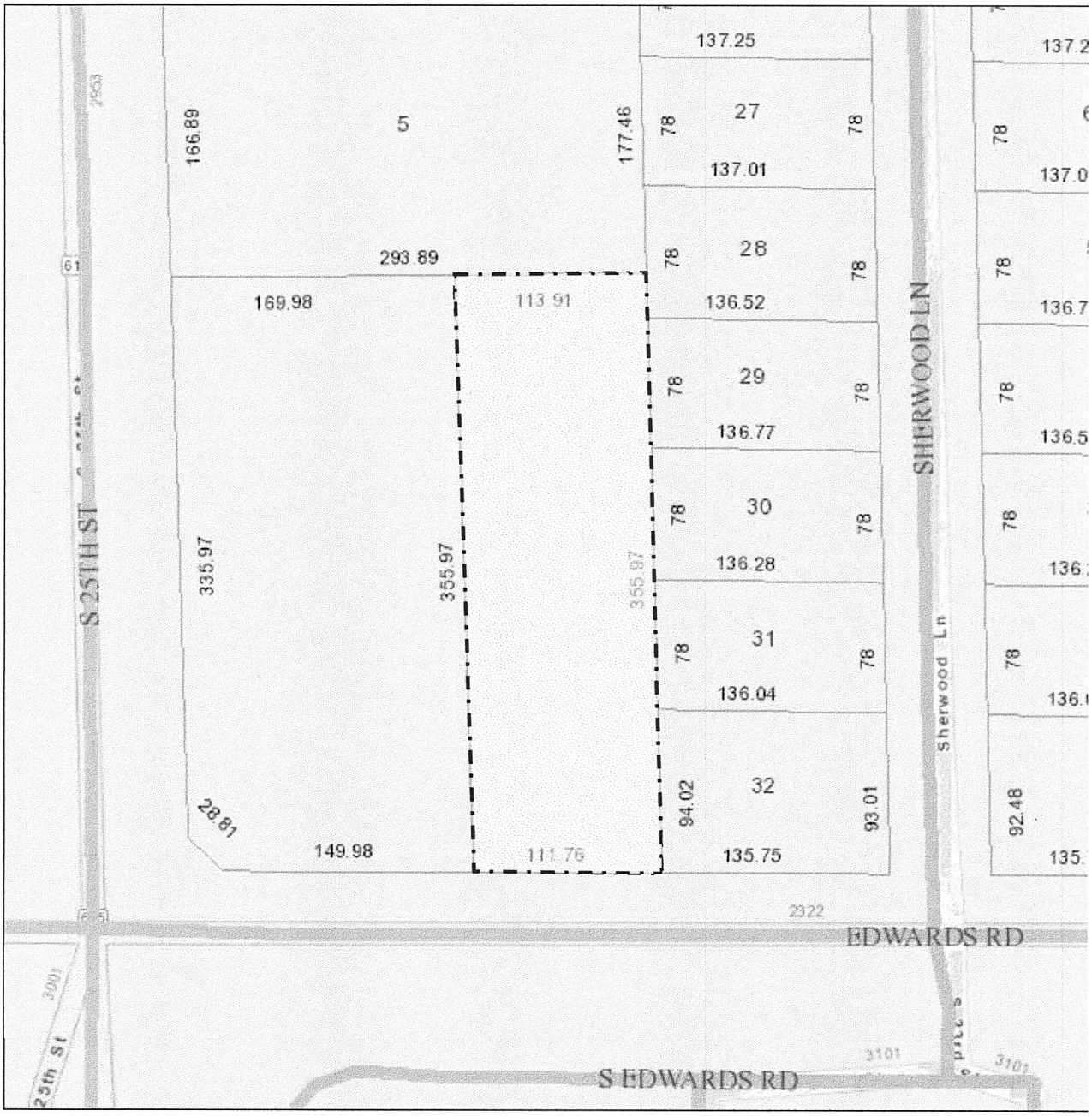


Code Description	Area	Perimeter
BAS - BASE AREA	2310	194
BAS - BASE AREA	150	62
CN1 - CANOPY	540	102
CN1 - CANOPY	420	86
CN2 - CANOPY	275	120
CN2 - CANOPY	42	26
USL - Utility Shed Low	200	60

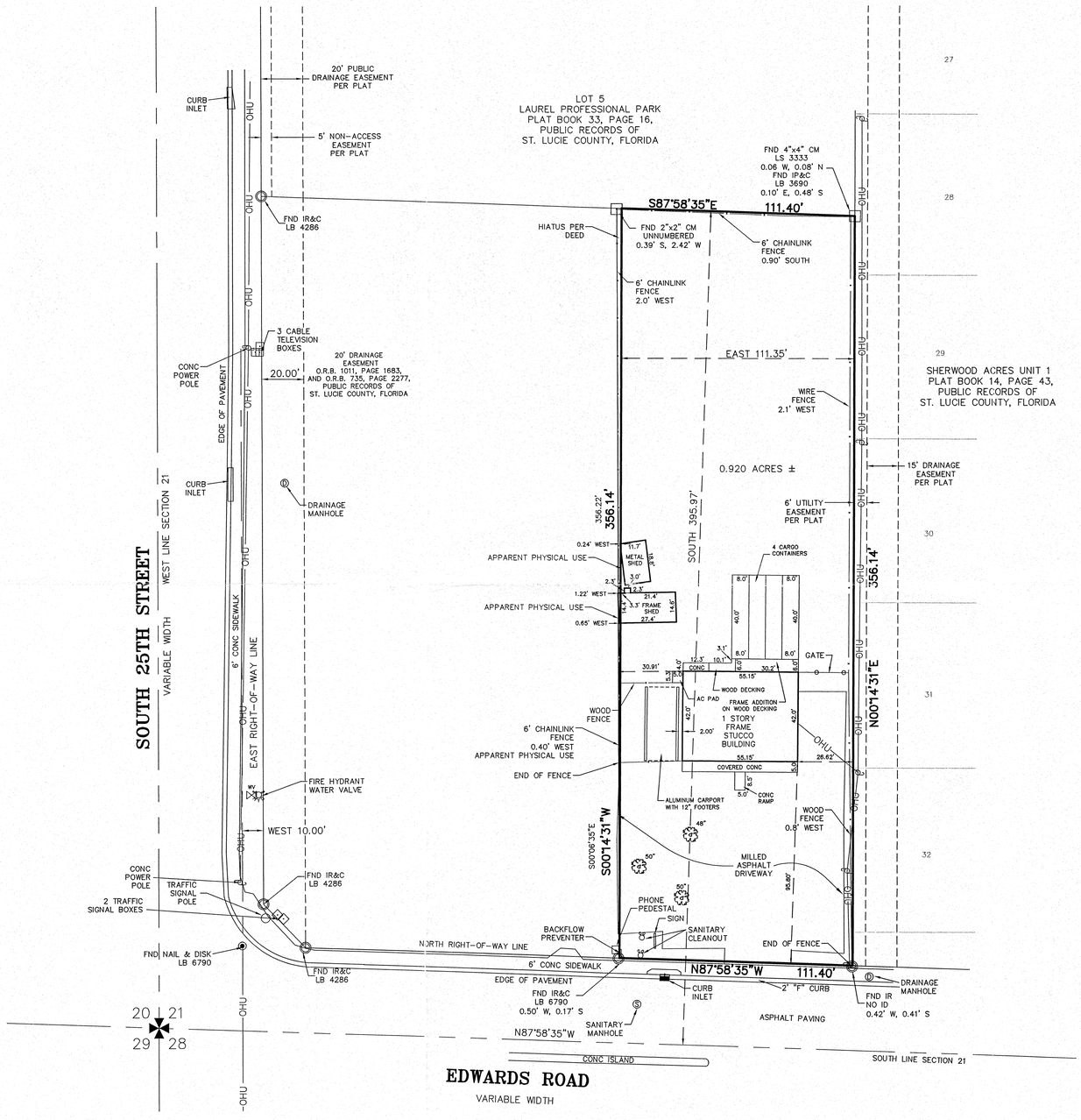


>

Saint Lucie County, Florida Office of the Property Appraiser



9/26/2014 10:07 AM



GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft.

NORTH

LEGAL DESCRIPTION

THE SOUTH 395.97 FEET, OF THE EAST 111.35 FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS RIGHT-OF-WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LEGEND

(C)	DENOTES CALCULATED
(D)	DENOTES DEED
FND.	DENOTES FOUND
L.B.	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
U.E.	DENOTES UTILITY EASEMENT
P.L.S.	DENOTES PROFESSIONAL LAND SURVEYOR
I.P.	DENOTES IRON PIPE
I.R.	DENOTES IRON ROD
C.M.	DENOTES CONCRETE MONUMENT
CONC.	DENOTES CONCRETE
IR & C	DENOTES 5/8" IRON ROD & CAP
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
O.R.B.	DENOTES OFFICIAL RECORDS BOOK
±	DENOTES PLUS OR MINUS
No.	DENOTES NUMBER
PK & D	DENOTES P.K. NAIL AND DISK
No ID	DENOTES NO IDENTIFICATION NUMBER
P.R.M.	DENOTES PERMANENT REFERENCE MONUMENT
POB	DENOTES POINT OF BEGINNING
48"	DENOTES OAK TREE/SIZE

CERTIFICATIONS

MALCOLM CARROLL COLLINS;
JANET L. PIEK-COLLINS;
ST. LUCIE TITLE SERVICES, INC.;
COMMONWEALTH LAND TITLE INSURANCE CO.; AND
RIVERSIDE NATIONAL BANK, ITS SUCCESSORS AND/OR ASSIGNS

NOTES:

1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
2) Description shown hereon provided by the client and/or their agent.
3) The last date of field work was September 22, 2008.
4) Overall parcel contains 0.920 Acres, more or less.
5) Lands shown hereon were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
6) Bearings shown hereon are relative to the South line of Section 21 having a bearing of N87°58'35"W (N89°57'23"E per Deed).
7) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
8) Said described property is located within an area having a Flood Zone Designation "X", on Flood Rate Map No.12111C0183 F with a date of identification of August 19, 1991, for Community Panel Number 120286 0186 F City of Ft. Pierce, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
9) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

JAMES A. FOWLER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3435

9/26/08
SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
08-334map.dwg	0821/74-75

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE

	BY	DATE
FIELD		
CALCS.		
DRAWN	GLM	9-23-08
DETAILED		
CHECKED		
APPROVED		

BOUNDARY SURVEY

PREPARED FOR

CARROLL COLLINS

DATE: 9-23-2008
HORIZ. SCALE: 1"=30'
VERT. SCALE: N\A
JOB No. 08-334
SHEET 1 OF 1

CITY OF FORT PIERCE
FUTURE LAND USE AMENDMENT
TRAFFIC SUMMARY

LOCATION: 2496 Edwards Road, Fort Pierce, FL 34982
PARCEL ID: 2421-333-0003-0003

The subject parcel of land is near the NE corner of State Highway 615 (aka South 25th Street) and County Road 611 (aka Edwards Road) in Fort Pierce. The parcel is .92 acres, with 112' frontage on Edwards Road and with a depth of 356'.

Edwards Road in this area is a four (4) lane state two-way arterial-interrupted flow class 1, with medians, and is under the maintenance jurisdiction of St. Lucie County. West bound Edwards Road has designated south bound turn lane. East bound has designated north and south bound turn lanes.

South 25th Street in this area is a four (4) lane state two-way arterial-interrupted flow class 1, with medians, and is under the maintenance jurisdiction of the State of Florida. North bound South 25th Street has designated east and west bound turn lanes. South bound South 25th Street has a designated east bound turn lane.

According to the St. Lucie County Comprehensive Plan, Transportation Element, updated in October 2010, the minimum Level of Service (LOS) standard for South 25th Street is "LOS D" and Edwards Road is "LOS E". According to the most current/available data from the St. Lucie Metropolitan Planning Organization (SLMPO), South 25th Street and Edwards Road is operating at "LOS B", based on both existing, plus those reported committed trips. The following Table summarizes the current LOS conditions in this area.

Roadway	Segment	LOS Capacity	ADT	Remaining Capacity/LOS
25th Street South	North of Edwards Road	34,700	25,550 (2009)	9,150/B
Edwards Road	West of Sunrise Boulevard	34,700	17,800 (2008)	16,900/B

The Institute of Transportation Engineers, Trip Generation Handbook (7th Edition), was used to estimate the maximum gross trip impacts that might be expected from this property under both

the current and proposed future land use designation. For the purpose of this transportation summary, we have assumed a development ratio of 10,000 square feet development ratio per gross acre of the site.

The following table summarizes the current and proposed future land use traffic impact.

Future Land Use	**Trip Generation**
Existing Condition (Maximum Development Scenario)	
Residential Medium (12 dwelling units)	71 ADT
Proposed Condition (Maximum Development Scenario)	
General Commercial (13,900 sf)	597 ADT
Likely Development Scenario (Future Use)	
General Commercial (2,500 sf, retail sales)	107 ADT

The existing future land use designation of RM (Residential Medium) is 9 dwelling units per acre, or a maximum of 12 dwelling units for this parcel. Table 230 of the ITE Trip Generation Manual, describes an average daily trip (ADT) rate of 5.86 per unit for residential condominium/townhouses, is 71 ADT for this parcel.

Assuming that the best generalized use for this property is as a "shopping center" and referring to Table 820 of the ITE Trip Generation Manual, at 1.39 acres of gross land area, and using the above discussed ratio of 10,000 sf/acre, it may be assumed that the maximum commercial potential of this site would be in the area of 13,900 square feet. Table 820 describes an ADT rate of 42.94 trips per 1,000 sf of gross leasable area, which in this particular instance would result in an estimated trip impact of 597 ADT.

The existing retail store for this parcel is a 2,500 square foot retail space, specifically a pawn broker shop. This square footage of 2,500 puts the estimated trip impact at 107 ADT.

History and Reasons we want to Rezone 2496Edwards Road at the Corner of S. 25th St. (State Hwy 615) and Edwards Rd. (County Road 611).

We have owned the property since 1982.

In the mid 1980's the property was zoned Neighborhood Commercial with the County.

Carroll Collins Pawn Shop has had a continuous occupational license at this address since 1993.

This property was annexed into the City in 2007 and retained the C-2, Neighborhood Commercial zone.

In Spring of 2012, we bought the vacant adjacent corner property, 2498 Edwards Road. This lot is in the County and is zoned Commercial General with a CG future land use.

Main reasons we request rezoning are as follows:

1. Match the zoning to the property we own to the West, which recently went through Future Land Use change to Commercial, and zoning change to General Commercial.
2. Once this lot is changed to General Commercial we will ask for annexation of this expanded corner lot into the city of Fort Pierce, joining the two lots so that the property can be marketed together, for a total of 2.40 acres. Our goal is to be shovel ready for either us personally to build and develop a bank building with drive through, or to sell the property for development of a bank building, with a drive through.

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, OCTOBER 11,2016, 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

Mr. Poitier joined the meeting at 6:08 PM.

Present: **Al Bernetti**; **Robert Poitier**; **Mike Dahan**; **Marcia Baker**; **Frank Creyaufmiller**; **Charles Hayek**; **Tim O'Connell**; **Steve Weaver**; **John George**; **Bob Burdge**, **Chairman**

Absent: **Brian Paul**; **Eloise Cumings**

Staff Present: **Jim Messer**, **City Attorney**
Rebecca Grohall, AICP, **Planning Manager**
Kori Benton, **Senior Planner**
Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Ms. Cumings and Mr. Paul both called in with reasonable excuses for not attending.

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Bernetti and Mr. Weaver were made voting members for the meeting.

6. APPROVAL OF MINUTES

a. Minutes from the September 13, 2016 meeting

Motion was made by John George, and seconded by Charles Hayek to approve the minutes from the September 13, 2016 meeting, by modifying the placement of the discussion after the vote on Item 7b to before the vote.

AYE: **Tim O'Connell**, **Steve Weaver**, **John George**, **Al Bernetti**, **Robert Poitier**, **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **Charles Hayek**, **Chairman Bob Burdge**

Passed

7. NEW BUSINESS

a. **Zoning Atlas Amendment (Rezoning) - Collins Corner - 2496 Edwards Road**

Mr. Benton gave an overview of the application and answered questions from the Board on Section 22-187 and county zoning codes.

Mr. Dahan had concerns with car storage in the rear of the building.

No one spoke for or against the application.

Motion was made by Steve Weaver, and seconded by John George to forward a recommendation of approval to the City Commission.

AYE: **Robert Poitier**, **Marcia Baker**, **Frank Creyaufmiller**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **John George**, **Al Bernetti**, **Chairman Bob Burdge**

NAY: **Mike Dahan**

Passed

b. **Voluntary Annexation - Collins Corner - Edwards Road & 25th Street (NE Corner)**

Mr. Benton gave an overview of the application and answered questions from the Board on Unity of Title and the intent of the annexation.

No one spoke for or against the application.

Motion was made by Robert Poitier, and seconded by Marcia Baker to forward a recommendation of approval to City Commission.

AYE: **Mike Dahan**, **Marcia Baker**, **Frank Creyaufmiller**, **Charles Hayek**, **Tim O'Connell**, **Steve Weaver**, **John George**, **Al Bernetti**, **Robert Poitier**, **Chairman Bob Burdge**

Passed

c. **Conditional Use with No New Construction - Addiction Recovery Community Villas – Drug & Alcohol Treatment Center - 3625 S. US. Highway 1**

Mr. Benton gave an overview of the application and answered questions from the Board on egress, perimeter fencing, and location of schools and daycares in the area.

Mike McCarty, McCarty & Associates, Land Planning & Design, gave an overview of the operation and answered questions from the Board.

Motion was made by John Goerge and seconded by Robert Poitier to forward a recommendation of approval to the City Commission with the following conditions:

Date: October 20, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property on Sherwood Lane in Fort Pierce, Florida. My property is near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

Alicia Lei * Timothy Lei

Timothy & Alicia Lei
2907 Sherwood Lane
Fort Pierce, FL 34982

Date: October 20, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

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Sincerely,

X Rito Medina

Rito Medina
Regina Serafin
2909 Sherwood Lane
Fort Pierce, FL 34982

Date: October 22, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property on Sherwood Lane in Fort Pierce, Florida. My property is near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

Domingo Mendoza
2911 Sherwood Lane
Fort Pierce, FL 34982

Date: October 21, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

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I own property on Sherwood Lane in Fort Pierce, Florida. My property is near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

Thomas Jay
Doris Jay
Patricia Lodge
2917 Sherwood Lane
Fort Pierce, FL 34982

Date: October 20, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

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Sincerely,

Thomas Jay
Doris Jay
Patricia Lodge
2917 Sherwood Lane
Fort Pierce, FL 34982

Date: October 22, 2016

2 of 4

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property on Sherwood Lane in Fort Pierce, Florida. My property is near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

Reynaldo Guerrero

Reynaldo Guerrero
2919 Sherwood Lane
Fort Pierce, FL 34982

Date: 11/22/14

City of Fort Pierce

Planning Department

P.O. Box 1480

Fort Pierce, FL 34954

RE: 2496 Edwards Road - Land Use and Zoning Change

Our names are Ramon and Yolanda Aguilar, and we are the owners of 2925 Sherwood Lane, Fort Pierce, FL.

Our property is adjacent to 2496 Edwards Road. We understand that the Collins' have put in for a land use change and zoning change to Commercial General. We are in agreement with the change, and have no concerns at this time.

Sincerely,

Yolanda C Aguilar Ramon Aguilar

Ramon and Yolanda Aguilar

2925 Sherwood Lane

Fort Pierce, FL 34982

Date: 10/20/2016

City of Fort Pierce

Planning Department

P.O. Box 1480

Fort Pierce, FL 34954

RE: 2496 Edwards Road - Land Use and Zoning Change

My name is Hazel Laster, and I am the owner of 2929 Sherwood Lane, Fort Pierce, FL.

My property is adjacent to 2496 Edwards Road. I understand that the Collins' have put in for a land use change and zoning change to Commercial General. I am in agreement with the change, and have no concerns at this time.

Sincerely,

Hazel Laster

2929 Sherwood Lane

Fort Pierce, FL 34982

Date: 11/21/14

City of Fort Pierce

Planning Department

P.O. Box 1480

Fort Pierce, FL 34954

RE: 2496 Edwards Road - Land Use and Zoning Change

My name is Mr. Terrence D. Platt, and I am the owner of 2931 Sherwood Lane, Fort Pierce, FL.

My property is adjacent to 2496 Edwards Road. I understand that the Collins' have put in for a land use change and zoning change to Commercial General. I am in agreement with the change, and have no concerns at this time.

Sincerely,

Mr. Terrence D. Platt

Owner

2931 Sherwood Lane

Fort Pierce, FL 34982

Date: October 20, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property on Sherwood Lane in Fort Pierce, Florida. My property is near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

X Augustus Johnson X Edna Johnson

Agustus & Edna Johnson
2910 Sherwood Lane
Fort Pierce, FL 34982

Date: October 21, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property on Sherwood Lane in Fort Pierce, Florida. My property is near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

Phillippe & Guirlene Louissaint
2916 Sherwood Lane
Fort Pierce, FL 34982

MAIL PO BOX

Date: October 22, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

Name: Maria Luviano

Address: 2920 Sherwood Ln

Date: October 20, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property on Sherwood Lane in Fort Pierce, Florida. My property is near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

SIVOIR ORelien

Sivoir & Filia Orelien
2922 Sherwood Lane
Fort Pierce, FL 34982

Date: October 24, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property on Sherwood Lane in Fort Pierce, Florida. My property is near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

Elizabeth Hope

Elizabeth Hope
2924 Sherwood Lane
Fort Pierce, FL 34982

Date: October 20, 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property on Sherwood Lane in Fort Pierce, Florida. My property is near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

Yuridia Guerrero
2926 Sherwood Lane
Fort Pierce, FL 34982

Date: Nov. 19, 2014

City of Fort Pierce

Planning Department

P.O. Box 1480

Fort Pierce, FL 34954

RE: 2496 Edwards Road - Land Use and Zoning Change

Our names are William and Mae Hatcher and we are the owners of 2928 Sherwood Lane, Fort Pierce, FL.

Our property is close to 2496 Edwards Road. We understand that the Collins' have put in for a land use change and zoning change to Commercial General. We are in agreement with the change, and have no concerns at this time.

Sincerely, William H. Hatcher
Mae Hatcher

William and Mae Hatcher

2928 Sherwood Lane

Fort Pierce, FL 34982

Date: October 31, 2016

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

RECEIVED
NOV 18 2016
BY:

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

AHMAD SHEHADEH

Name: FORT PIERCE REALTY, LLC

Address: 3030 S. 25TH ST.
FORT PIERCE, FL 34982

(954) 914-3666

Date: October 27, 2016

NOV 18 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

Connie Childs

Name: THE CHILDS FAMILY

Address: 3076 S. 25TH ST.
FORT PIERCE, FL

B.

Date: October 31, 2016

NOV 18 2016

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

Re: Collins' Corner, 2496 Edwards Road - Zoning Change

To Whom It May Concern,

I own property near 2496 Edwards Road in Fort Pierce, Florida, owned by Carroll and Janet Collins. I understand that the Collins' have requested a zoning change to Commercial General. I am in agreement with the change and have no concerns at this time.

Sincerely,

Thomas Medaj

Name: THOMAS MEDAJ

Address: 3101 S. 24TH
FORT PIERCE, FL 34982

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Sherri Cipriani, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FT PIERCE/LEGALS	1472412	Meeting: 2/21/17: 2 Ordinances	Meeting: 2/21/17

Pub Dates
February 6, 2017

17-005 17-006

Sworn to and subscribed before me this day of, February 03, 2017, by

Sherri Cipriani, who is

(X) personally known to me or

( ) who has produced _____ as identification.

FEB 13 2017

Sandra Coldren
Sandra Coldren **Notary Public**

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
Monday, February 06, 2017

Ad Number: 1472412
Insertion Number: N/A
Size: 1 Col x 98 ag
Color Type: N/A
Advertiser: City of Fort Pierce
Agency: N/A
Section-Page-Zone(s): C-4-All
Description: Meeting: 2/21/17: 2 Ordinances

Public Notices

hold Public Hearings on the enactment of two proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1) ORDINANCE NO. 17-005 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTY LOCATED AT 2496 EDWARDS ROAD; FROM RM, MEDIUM DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

2) ORDINANCE NO. 17-006 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY GENERALLY LOCATED AT 2496 EDWARDS ROAD, FROM NEIGHBORHOOD COMMERCIAL, C-2, TO GENERAL COMMERCIAL, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Applications for Conditional Use. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

Linda W. Cox, City Clerk
Pub: Febuary 6, 2017
TCN 1472412

BEFORE THE BOARD OF ZONING ADJUSTMENT
MARTIN COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING

Subject: Request for a variance by John E. Horton and Rose Dianne Horton to reduce the setback requirements of Article 3, Zoning Districts, Land Development Regulations, Martin County Code for the PUD, Planned Unit Development District established for the Piper's Landing PUD community to permit existing encroachments into the rear yard setback and south side yard setback by the screen enclosed pool deck on the subject lot at 4401 SW Dundee Court, Palm City, Florida to remain within the current location.

Legal Description: Lot 14, Block 7, Piper's Landing Plat No. 4, according to the map or Plat thereof as recorded in Plat Book 10, Page 18, of the Public Records of Martin County, Florida.

Time and Date: 7:00 P.M., or as soon after as the matter may be heard, on Thursday, February 23, 2017

Place: Martin County Administrative Center
2401 S.E. Monterey Road
Stuart, Florida

All interested persons are invited to attend and be heard. Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the County Administrator at (772) 221-2360, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. This notification can be reproduced in an alternative format upon request by contacting the Office of the ADA Coordinator at (772) 221-1396. Persons using a TDD device, please call 711 Florida Relay Services.

When attending a public hearing, a member of the public may speak during the public comment portion of the public hearing. A person may also participate in the public meeting as an Intervenor. An Intervenor may ask questions of the staff, applicant and give testimony on the subject of the public hearing. In order to be an Intervenor, a person must qualify to receive mailed notice of the subject application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator not less than 7 days prior to the BOZA meeting. No fee will be assessed on Intervenor. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Nicki van Vonno, Growth Management Director, (e-mail: nikkiv@martin.fl.us) or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department.

THIS NOTICE DATED THIS 1ST DAY OF FEBRUARY 2017.
Pub: February 6, 2017
TCN 1472081

BEFORE THE BOARD OF ZONING ADJUSTMENT
MARTIN COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING

Subject: Request for a variance by Medalist Building Group LLC to reduce the setback requirements of Article 3, Zoning Districts, Land Development Regulations, Martin County Code, specifically the centerline setback requirements of Section 3.16.C.1.b., to permit the construction of single family residential dwelling and appropriate accessory structures on the vacant subject lot located at 2374 NW Brennan Court, Stuart, Florida.

Legal Description: Lot 1, Brennan Court, according to the Plat thereof, as recorded in Plat Book 3, Page 83, of the Public Records of Martin County, Florida.

Time and Date: 7:00 P.M., or as soon after as the matter may be heard, on Thursday, February 23, 2017

Place: Martin County Administrative Center
2401 S.E. Monterey Road
Stuart, Florida

All interested persons are invited to attend and be heard. Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the County Administrator at (772) 221-2360, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. This notification can be reproduced in an alternative format upon request by contacting the Office of the ADA Coordinator at (772) 221-1396. Persons using a TDD device, please call 711 Florida Relay Services.

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THIS NOTICE DATED THIS 1ST DAY OF FEBRUARY 2017.
Pub: February 6, 2017
TCN 1472094

Request for Bids

REQUEST FOR BID
(RFB) # 2017-2923

Martin County Board of County Commissioners
Purchasing Division
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
Email: pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

BATHTUB BEACH/SAILFISH POINT BEACH RENOURISHMENT

Sealed bids will be received by the Information Desk on the 1st Floor at the address above until 2:30 PM local time, on Wednesday, March 8, 2017.

The basic bid document is available at www.martin.fl.us. Type "bids" in the Search field then click on Bid Search.

The complete bid document may be downloaded from www.demandstar.com.

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.
Pub: February 6, 2017
TCN 1472108

LEGAL NOTICE
FOR ITB # 2017-315
"TURF AND GROUNDS MAINTENANCE SHED PROJECT

The Stuart City Commission, Stuart, Florida is soliciting licensed general contractors to submit bids to construct a new maintenance shed at the Turf and Grounds Division on 920 SE 10th Street in the City of Stuart, Florida.

Description: The project consists of work to construct a new maintenance shed that includes a concrete reinforced foundation with pressure treated posts. In addition, the structure will consist of pre-engineered roof trusses with fiberglass shingles. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

A complete bid package can be obtained by contacting the City's Procurement & Contracting Services Office at 772-288-5320, purchasing@ci.stuart.fl.us or from Onvia DemandStar at http://www.demandstar.com or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Crossword Puzzle

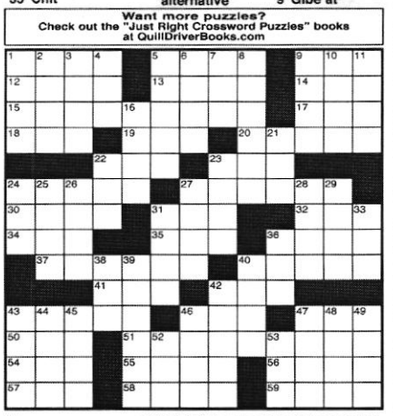
ACROSS
1 Laird's attire
5 Acme
9 Recipe meas.
12 River in England
13 — meridiem
14 Court
15 Uncertain
17 Maybes
18 Vane dir.
19 Nap site
20 Caulking material
22 Windy City trains
23 Lease
24 Quench, as thirst
27 Angry speech
30 Bronte governess
31 — kwon do
32 Zoologists' mouths
34 Prefix for cycle
35 Chit
36 Film vamp — Harlow
37 Philly team
40 Ventricle neighbor
41 Disposed of
42 Baby bear
43 Pier
46 Paddle cousin
47 Affirmative vote
50 Wheel part
51 Whirlwinds
54 Bullring shout
55 Therefore
56 Ticks off
57 Mi. above sea level
58 Capsule, perhaps
59 Twig shelter

DOWN
1 Ms. Winslet
2 Folk singer Burl —
3 Type of wolf
4 TBS alternative
5 Liver spreads
6 Novelist — Bagnold
7 Off-road vehicle
8 Rhino feeder
9 Gibe at
10 Padded
11 Nosegay
16 Up to the task
21 Actress — Hagen
22 Be very frugal
23 "Instead of" word
24 Fix the table
25 Harp kin
26 Libretto feature
27 Art colony town
28 Go-getter
29 Latin I verb
31 Neck and neck
33 "Wheel" buy (2 wds.)
36 Task
38 Canine warning
39 Swiped
40 Emanation
42 Lake boat
43 Horse stopper
44 Nut shell
45 Aid a crook
46 Assns.
47 Time long gone
48 Cartoon shrieks
49 Type of prof
52 Gonzalez's gold
53 Noise

Answer to Previous Puzzle

G	L	U	M	■	L	A	P	■	L	A	T	H
I	O	T	A	■	A	C	E	■	A	C	R	E
S	L	A	Y	■	S	C	O	R	C	H	E	R
T	A	H	O	E	■	E	R	A	■	E	E	O
■	■	■	R	I	P	P	I	N	G	■	■	■
A	T	V	■	D	A	T	A	■	O	D	D	S
P	R	I	V	E	T	■	■	S	L	E	E	T
S	O	B	E	R	■	■	R	I	F	F	L	E
O	D	E	S	■	R	O	A	M	■	T	I	M
■	■	■	T	H	E	R	M	O	S	■	■	■
U	M	A	■	A	N	N	■	N	E	W	T	S
N	O	H	I	T	T	E	R	■	A	H	E	M
T	O	A	D	■	A	R	T	■	T	O	R	O
O	R	B	S	■	L	Y	E	■	S	A	N	G

Want more puzzles?
Check out the "Just Right Crossword Puzzles" books at QuillDriverBooks.com



2-6 © 2017 UFS, Dist. by Andrews McMeel Syndication for UFS

Request for Bids

A Bid Bond in an amount of ten percent (10%) of the total amount proposed is required, if bid total exceeds $50,000, and must be submitted with their bid. The Bid Surety may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, Cashier's Check or Certified Check (checks made payable to The City of Stuart).

Firms desiring to provide the services described shall submit one (1) original and two (2) copies of their bid, containing all of the required information no later than 2:30 pm, March 1, 2017. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: ITB #2017-315 "Turf and Grounds Maintenance Shed Project"

Stuart City Commission,
City of Stuart, Florida
Pub: February 6, 2017
TCN 1469608

Real Estate
It's all here in the
TCPALM localfieds

Tax Deed Application

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 13-339

NOTICE IS HEREBY GIVEN, that ELEVENTH TALENT B, LLC the holder of the following certificate has filed said certificates for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No.: 2011/5369
Year of Issuance: 2011
Address:
102 SE BONITA CT, SLC
Property Description:
RIVER PARK-UNIT 5 BLK 52 LOT 1 (MAP 34/288) (OR 2509-2492: 2664-2728)
Parcel ID:3419-540-0292-000/7
Name(s) in Which Assessed:
MOUNIR FARAH

Said property being in the County of St. Lucie, State of Florida.

Unless said certificate shall be redeemed according to law the property described in such certificate shall be sold to the highest bidder by electronic sale 6th of March, 2017 at https://stlucie.clerkauction.com at 11:00 A.M.

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON 03/06/2017 UNLESS THE BACK TAXES ARE PAID. TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE CLERK OF COURT IMMEDIATELY AT 2300 VIRGINIA AVE, 2ND FLOOR, FORT PIERCE, FL 34892, 772-462-6926.

Property may be redeemed through the St. Lucie County Tax Collector. For redemption amounts and instructions, contact the Tax Collector, 772-462-1650.

Date this 17th day of January, 2017.

MARGARET RAHAL,

There's no place like here! TCPALM Localfieds

Tax Deed Application

Deputy Clerk
Clerk of the Circuit Court,
St. Lucie County
Pub: February 6, 13, 20, 27, 2017
TCN 1459573

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 16-051

NOTICE IS HEREBY GIVEN, that U.S. BANK AS CUST FOR MAGNOLIA TC 14, LLC the holder of the following certificate has filed said certificates for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No.: 2014/5711
Year of Issuance: 2014
Address:
1842 SE JOY HAVEN ST, PSL
Property Description:
PORT ST LUCIE-SECTION 13-BLK 584 LOT 36 (MAP 44/04S) (OR 1166-1629)
Parcel ID: 3420-560-1531-000/8
Name(s) in Which Assessed:
JAIPARGAS SINGH

Said property being in the County of St. Lucie, State of Florida.

Unless said certificate shall be redeemed according to law the property described in such certificate shall be sold to the highest bidder by electronic sale 6th of March, 2017 at https://stlucie.clerkauction.com at 11:00 A.M.

WARNING

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Property may be redeemed through the St. Lucie County

Transportation

TCPALM localfieds Where local meets classifieds

Place your ad with us. Call 1-877-2472407

Transportation

Auto Dealer Directory

WALLACE CADILLAC
3555 SE Federal Hwy., Stuart
877-606-0562

WALLACE CHEVROLET
2650 SE Federal
Hwy Stuart
772-287-3232

Auto Dealer Directory

WALLACE CHRYSLER
2755 SE Federal
Highway, Stuart
772-220-3600

GATOR CHRYSLER DODGE JEEP
Drive A Little • Save A Lot
US-1, Melbourne
gatorchrysler.net
(321)724-6611

VERO BEACH CHRYSLER
855 S US 1
800-375-2966
verobeachcjd.com

Auto Dealer Directory

WALLACE DODGE
2755 SE Federal
Highway, Stuart
772-220-3600

VELDE FORD
velde-ford.com
488 US Hwy 1
VERO BEACH
772-569-3400

WALLACE HYUNDAI
3801 SE Federal
Hwy., Stuart
772-283-6000

Auto Dealer Directory

JOHNSON HONDA
Of Stuart
4200 SE Federal Hwy
772-320-1100
WWW.johnsonhonda.com

VERO BEACH JEEP
855 S. US ONE
800-375-2966
veroboeachcjd.com

WALLACE JEEP
2755 SE Federal Highway,
Stuart 772-220-3600

Auto Dealer Directory

WALLACE
LINCOLN MERCURY
5555 South US 1 Ft. Pierce
1-800-329-6060

WALLACE MAZDA
3725 SE Federal
Hwy., Stuart
800-375-1999

WALLACE NISSAN
4313 SE Federal Hwy.,
Stuart
772-286-8000

Auto Dealer Directory

GRIECO NISSAN
Sales/Service
4815 S US 1
1-888-728-4235
GriecoNissan.com
(772)464-4645.

WALLACE VOLKSWAGEN
2805 SE Federal Highway,
Stuart
772-219-0007

WALLACE VOLVO
3801 SE Federal Hwy., Stuart
866-263-4201

City Commission Regular Meeting **11.f.**

Meeting Date: 03/06/2017

Re: Ordinance 17-007 – Amendment of the Zoning Atlas Rezoning) - Neighborhood Commercial (C-2) to Office Commercial (C-1) - 604 Midway Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-007 - An Ordinance by the City Commission of the City of Fort Pierce, FL rezoning property located at 604 Midway Road from C-2, Neighborhood Commercial to C-1, Office Commercial. FIRST READING

SUMMARY:

- The applicant is requesting approval of a Zoning Atlas Amendment (Rezoning), of the subject 3.53 acre site from Neighborhood Commercial (C-2) to Office Commercial (C-1). The property has a High Density Residential Future Land Use designation.
- The site was developed with St. Lucie County in 1998, establishing a 6,000 sq. ft. medical office providing outpatient cancer treatment. The property was annexed into the City of Fort Pierce in 2008, with the previous use discontinuing in 2014.
- The site is located on the north side of Midway Road, under a quarter mile west of South US Highway 1. The property is situated next to a small real estate office, at the rear of the adjacent Winn Dixie Plaza. The property to the west remains undeveloped, in St. Lucie County, with a neighborhood commercial zoning designation.
- The zoning designation amendment proposed would shift the development objective from neighborhood commercial, a more retail oriented district, to an office commercial designation, which qualifies more office, medical, and residential care facilities.
- The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request.
- A total of 13 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.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

No fiscal impact is projected with this proposal.

Attachments

Proposed Ordinance 17-007 - Rezoning 604 Midway Road
Staff Report
Application & Support Documents - ZAA
Aerial & Zoning Map
PB Minutes 2.14.17 - (Not Yet Approved)

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 02:25 PM

Form Started By: Kori Benton
Started On: 02/23/2017 10:51 AM
Final Approval Date: 03/01/2017

ORDINANCE NO. 17-007

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** PROPERTY LOCATED AT **604 MIDWAY ROAD**, FROM NEIGHBORHOOD COMMERCIAL, C-2, TO OFFICE COMMERCIAL, C-1; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 21st, 2008, the City of Fort Pierce Commission adopted Ordinance L-50 for the purpose of annexing real property located at 604 Midway Road, directing the St. Lucie County Property Appraiser to assess said property and place it on the City tax rolls as of the enactment date, directing the St. Lucie County Tax Collector to collect taxes on said property, certifying the Zoning designation of said land, and establishing the Future Land Use designation of said land; and

WHEREAS, Ordinance L-50 annexed real property located at 604 Midway Road, which totals 3.53 acres of property, assigning a Zoning designation of C-2, Neighborhood Commercial Zone; and

WHEREAS, the applicant seeks rezoning of the subject site, Parcel 3403-243-0001-000-0, from Neighborhood Commercial (C-2), to Office Commercial (C-1); and

WHEREAS, the proposed zoning atlas amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 22-131; and

WHEREAS, the City of Fort Pierce Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request;

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

SECTION 1. From and after the effective date hereof, the following properties legally described as:

Parcel ID: 3403-243-0001-000-0: 3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231).

and further depicted on Exhibit “A”, attached hereto and incorporated herein, shall be and the same is hereby rezoned from Neighborhood Commercial (C-2), to Office Commercial (C-1); said property being generally located at 604 Midway Road in Fort Pierce, Florida.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain

in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage thereof.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 17-007 was duly advertised by title only in the St. Lucie News Tribune on February 19th, 2017; 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 March 6th, 2017; and was duly introduced, read by title only, and passed on second and final reading March 20th, 2017 by the City Commission of the City of Fort Pierce, Florida.

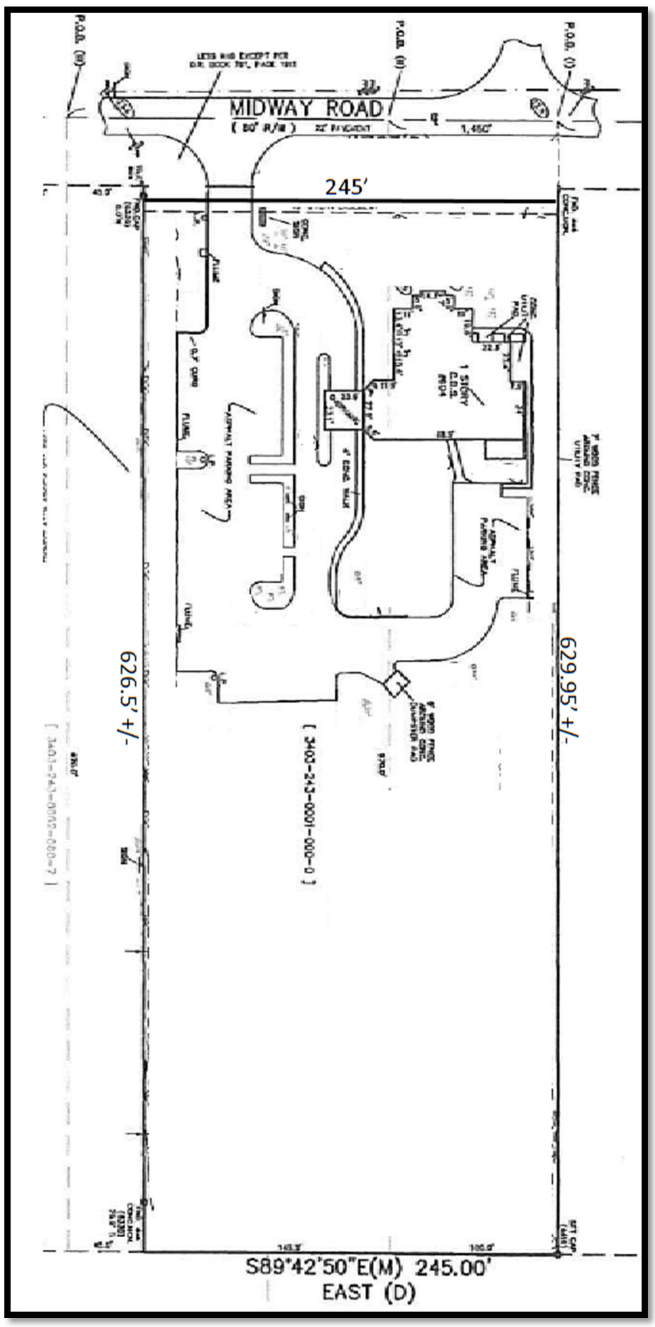
IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 21st day of March, 2017.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

EXHIBIT A
Sketch & Legal Description of Subject Property



Parcel ID: 3403-243-0001-000-0: 3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231).

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 17-007 – Amendment of the Zoning Atlas Rezoning)
Neighborhood Commercial (C-2) to Office Commercial (C-1)
604 Midway Road

DATE: February 23, 2017

STAFF REPORT

Owner:
604 Midway LLC
7745 Dawson CT
Lake Worth, FL 33467

Applicant:
McCarty & Associates
Mike McCarty
73 S.W. Flagler Avenue
Stuart, FL 34994

Requested Action:
Approval of a Zoning Atlas Amendment (Rezoning) from Neighborhood Commercial (C-2) to Office Commercial (C-1).

Location:
604 Midway Road

Parcel IDs:
3403-243-0001-000-0

Surrounding Zoning:

North	East	South	West
OS-1	C-3	C-1 / COM (SLC)	CN (SLC)

Future Land Use:
RH, High Density Residential

Parcel Size:
3.53 acres

Utilities:
Located within the FPUA Water/Waste Water Service Area

Staff Analysis:

The applicant is requesting approval of a Zoning Atlas Amendment (Rezoning), of the subject 3.53 acre site from Neighborhood Commercial (C-2) to Office Commercial (C-1). The property has a High Density Residential Future Land Use designation.

The site was developed with St. Lucie County in 1998, establishing a 6,000 sq. ft. medical office providing outpatient cancer treatment. The property was annexed into the City of Fort Pierce in 2008, with the previous use discontinuing in 2014.

The site is located on the north side of Midway Road, under a quarter mile west of South US Highway 1. The property is situated next to a small real estate office, at the rear of the adjacent Winn Dixie Plaza. The property to the west remains undeveloped, in St. Lucie County, with a neighborhood commercial zoning designation. A drainage canal borders the property along the north, abutting the Ancient Oaks preserve. A dental office is established to the south, across Midway Road.

The applicant is concurrently requesting review of a Conceptual Development Plan for a Drug & Alcohol Treatment Center at the subject site. Presently, the C-2 district does not permit medical facilities, as presented within the conceptual development plan.

Table 2 demonstrates use type data for the existing and proposed zoning designations for the subject site.

Table 2: Existing and Proposed Site Data

	Existing	Proposed
Zoning	C-2	C-1
Purpose	This district is intended to be a restricted commercial zone, which is designed to meet some of the commercial needs of the immediate residential neighborhood. Uses allowed are primarily those, which provide convenience goods or frequently used services. Large business operations and extensions of strip commercial areas are not desired. Areas zoned C-2 should be located near the intersections of major streets and generally close to an R-4 zone.	This commercial classification is intended primarily for uses involving business and institutional uses which do not involve the direct sale or display of goods, the production of goods or the storage or shipment of bulk or large volume materials. Convenience commercial facilities, restaurants and certain other uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. Uses in this district should have good access to arterial or collector streets. This district is sometimes suitable for use as a buffer separating other commercial zones from residential districts.
Permitted Uses Exclusive to District *(Highlights)*	• Coffee Shop • Bed & Breakfast • Administrative, Professional, General, Medical Offices • Grocery or Liquor Stores • Laundry & Dry Cleaners • Laundromat	• Medical and Dental Clinic • Day Labor Employment Agency • Brew Pub

	• Neighborhood Commercial Sales & Services	
Conditional Uses Exclusive to District *(Highlights)*	• Community Center • Fraternal Organization/Lodge • Library or Cultural Exhibit	• Medical Facilities • Hospital • Nursing Home • Halfway Houses
Maximum Lot Coverage Permitted	60%	60%
Maximum Building Height	45 ft.	65 ft.

The zoning designation amendment proposed shifts the development objective from neighborhood commercial, a more retail oriented district, to an office commercial designation, which qualifies more office, medical, and residential care facilities. The maximum building coverage permitted remains the same, however the maximum permitted height would increase under the proposed amendments, allowing for structures up to sixty-five (65) feet, whereas the current designation limits construction to 45ft.

The subject request encompasses a medium size tract of land, which was developed within St. Lucie as a medical clinic. The applicant is advancing the prospects of reusing the subject site with a use, or uses, centered on medical services.

Potential Traffic Impacts

The presented zoning atlas amendment presents the capacity for an increase in traffic volume and impacts upon build-out, as the maximum height and hours of operation parameters of potential uses may expand. The extent of the traffic impacts and mitigation options for roadway improvements will be determined and explored when reuse of the existing facility, or further development of the site is considered. The adjoining section of Midway Road is presently a two lane, undivided roadway, however FDOT and St. Lucie County are actively advancing the final design, and construction, phases of this improvement project.

Standards for Review

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the comprehensive plan;
(2) The amendment will not have an adverse effect on the ability of the city to:
    a. Satisfy land and water use needs; and
    b. Meet transportation demands and provide community facilities and services; and
(3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment does not conflict with the Goals, Objectives, and Policies of the City's Comprehensive Plan as the Office Commercial (C-1) district advances limited commercial uses and provides eligibility for compatible public, quasi-public, and special uses that may be appropriate along an arterial roadway, such as Midway Road, in close proximity to a primary arterial roadway in US Highway 1.

Furthermore, the amendment should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through provision of a transitional commercial district, and increased access to office commercial and medical services, while

emphasizing compatibility with the variety of use districts present along Midway Road, as this corridor experiences expansion and growth.

Technical Review Committee:

All affected departments have reviewed and approved the applications. No significant impacts to public facilities are immediately expected by the proposed amendment. Traffic impacts will be assessed further at the time of development application to determine any demand for transportation improvements to abutting roadways and intersections.

Planning Board Recommendation:

The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request.

Property Owner Response Summary:

A total of 13notifications 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.

Staff Recommendation:

The proposed amendment meets the criteria specified in Section 22-131 of the City Code and does not adversely impact public health, safety and general welfare; therefore Staff recommends approval for the proposed amendment.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☒ Warranty Deed & Legal Description
- ☒ St. Lucie County Property Record Card
- ☒ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☒ Current Survey
- N/A☐ Environmental Study
- N/A☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- N/A☐ Drainage Analysis
- N/A☐ Historical Report
- ☒ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: 604 Midway Rd
2. Property Tax ID(s): 3403-243-0001-000-0
3. Total Acreage: 3.53 (as per property card)
4. Existing Future Land Use Designation: _____
5. Existing Zoning Classification: C-2
6. Proposed Zoning Classification: C-1
7. Other applications being submitted concurrent with this application, if any: Conditional Use Application

8. Describe the existing uses, improvements and structures on the amendment lands: The property has an existing 6,577 sqft medical office facility previously providing treatment for cancer patients which is vacant. The site also provides the required infrastructure such as parking and stormwater facilities etc.
9. Are there any identified or possible historical structures on the amendment lands? No
10. The reason for making this request: The proposed use is allowed as a conditional use under the C-1 zoning zoning district.

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Recreational	RM-Medium Density Residential	R-4 Medium Density Residential
South	Commercial Office	GC-General Commercial	C-1- Office Commercial
East	Residential and Commercial	RH-High Density Residential GC- General Commercial	R-5 High Density Residential C-3 General Commercial
West	Vacant	RH -High Density Residential	CN-Commercial Neighborhood

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RH	C-2	12-18 DU/AC 60% of lot area	3.53	X
Proposed	RH	C-1	12-18 DU/AC 60% of lot area	3.53	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6 = persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day** Not net increase in demand

B. Wastewater:

Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day** No net increase in demand

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning	
Proposed Zoning	
Change in Demand	No net increase in demand

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm

event)	
Impact	The proposed project will provide the stormwater treatment required as per code. No net increase in demand based on chance in zoning.

III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity		

12. Name of Owner(s): 604 Midway LLC
Mailing Address: 7745 Dawson CT
City Lake Worth State FL Zip 33467
Phone # 904-237-2343
E-mail: ptm@mgapalmbeach.com

13. Name of Applicant: Same as above
Mailing Address:
City State Zip
Phone # Fax #
E-mail:

14. Name of Representative: McCarty & Associates Land Planning and Design LLC
Mailing Address: 73 SW Flagler Ave
City Stuart State FL Zip 34994
Phone # 772-341-9322 Fax #
E-mail: mike@mccartylandplanning.com

15. **Applicant Acknowledgements** (Owner's signature must be notarized)

I certify that: (Check One)

__X__ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

_____ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature MGR Date 12-30-16

Address 7745 DAWSON CT State L.W. FL Zip 33467

Phone 561-301-953X Fax 561-648-0330 E-mail Address ABIAS TIX @ AOL.COM

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

604 Midway LLC 904

Property Owner's Name (Please Print) Phone

7745 Dawson CT, Lake Worth FL 34994

Address State Zip

MGR 12-30-16

Property Owner's Signature Date

STATE OF FLORIDA)
~~ST LUCIE~~ Palm Beach COUNTY)

The foregoing instrument was acknowledged before me this 30th day of December 20 16, by Alan Bias who is personally known to me or has produced _____ as ident

Signature of Notary

NOTARY PUBLIC (seal) STATE OF FLORIDA
KATHARINA M. EICHHOF
MY COMMISSION #FF015534
EXPIRES May 7, 2017
(407) 398-0153 FloridaNotaryService.com

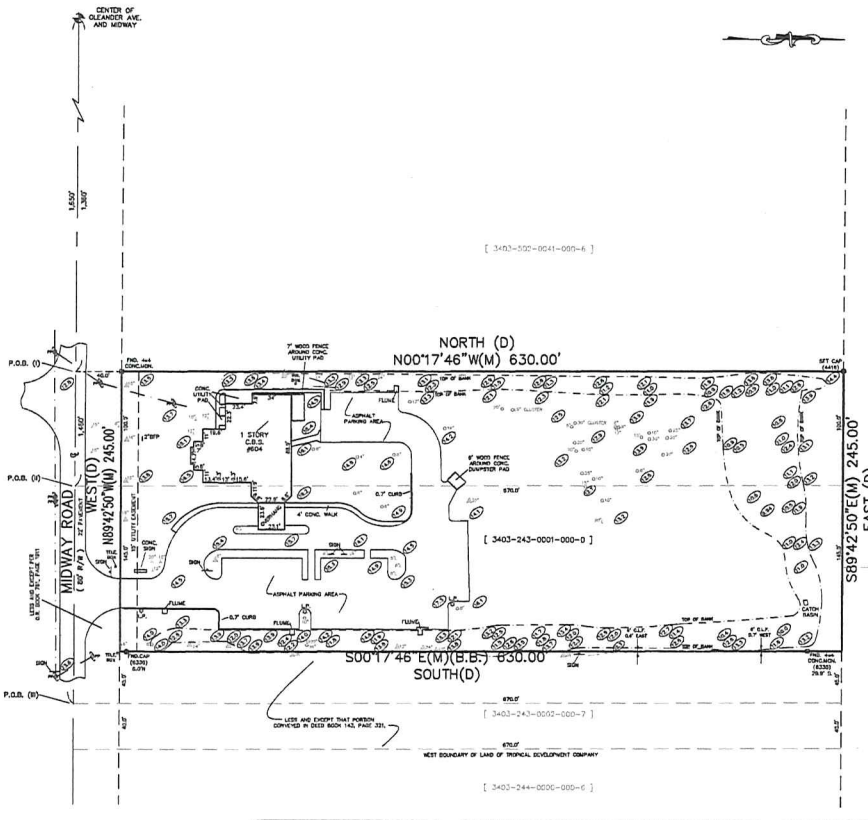
OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____



TREE LEGEND:
○ = OAK TREE
✳ = PALM TREE
⊙ = OTHER TREE

LEGEND OF SURVEY ABBREVIATIONS

Δ	ARC DELTA	L	LENGTH
⌀	AIR CONDITIONER	LP	LIGHT POLE
ASP	ASPHALT	MES	MITERED END SECTION
BM	BENCH MARK	MHWL	MEAN HIGH WATER LINE
BOC	BACK OF CURB	MLWL	MEAN LOW WATER LINE
BLDG	BUILDING	N	NORTH
BLVD	BOULEVARD	NAD	NORTH AMERICAN DATUM
C	CENTERLINE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
CALC	CALCULATED	NTS	NOT TABULATED
CM	CHANNEL MARKER	OE	OVERHEAD ELECTRICAL
CMP	CORRUGATED METAL PIPE	OHW	OVERHEAD WIRES
CONC	CONCRETE	P	PLAT
CONST	CONSTRUCTION	PAL	PALMER RAILROAD MAG.
COR	CORNER	PC	POINT OF CURVATURE
CPP	CONCRETE POWER POLE	PCC	POINT OF COMPOUND CURVATURE
CL	CHAIN LINK FENCE	PI	POINT OF INTERSECTION
CM	CONCRETE MONUMENT	POB	POINT OF BEGINNING
CMP	CORRUGATED METAL PIPE	POC	POINT OF COMMENCEMENT
CVRD	COVERED	PRC	PROPERTY LINE
D	DEED	PT	POINT OF TANGENCY
DE	DRAINAGE EASEMENT	PVC	POINT OF REVERSE CURVE
DI	DRAIN INLET	R	RADIUS OR RISER
DOT	DEPARTMENT OF TRANSPORTATION	RCP	REINFORCED CONCRETE PIPE
E	EAST	RP	RADIAL POINT
EL	ELEVATION	RPP	REINFORCED CONCRETE PIPE
ENVIRON. PROTECTION	ENVIRONMENTAL PROTECTION	S	SOUTH
EOP	EDGE OF PAVEMENT	SBD	SET BOUNDARY DISK
ESMT	EASEMENT	SIB	SET IRON BAR
FDOT	DEPARTMENT OF TRANSPORTATION	SIP	SET IRON PIPE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	SMH	SANITARY MANHOLE
FH	FIRE HYDRANT	SR	STATE ROAD
FIN	FINISHED FLOOR	SSCO	SANITARY SEWER CLEAN OUT
FM	FORCE MAIN	SSMH	SANITARY SEWER MANHOLE
FPL	FLORIDA POWER & LIGHT	STA	STATION
FPP	FLORIDA POWER & LIGHT POWER POLE	STY	STORM SEWER MANHOLE
GA	GUY ANCHOR	SWD	SWALE DRAINAGE
GM	GAS METER	TBM	TEMPORARY BENCH MARK
GV	GATE VALVE	TEL	TELEPHONE
HDPE	HIGH DENSITY POLYETHYLENE	TH	TANGENT
HW	HEADWALL	TOB	TOP OF BANK
ID	IDENTIFICATION	TOW	TOP OF WALL
INV	INVERT	TYP	TYPICAL
IP	IRON PIPE	UP	UTILITY POLE
IR	IRON ROD	W	WEST
LA	LIGHT ANCHOR	WM	WATER METER
LB	LICENSED BUSINESS	WV	WATER VALVE
LS	LANDSCAPE	WW	WOOD WALK
LT	LIGHT	Δ	DELTA ANGLE
LW	LAKE WATER	#	NUMBERED LOTS

LEGAL DESCRIPTION:

BEGINNING(I) AT A STAKE 1,360 FEET EAST OF THE CENTER OF OLEANDER AVENUE AND MIDWAY, ACCORDING TO THE MAP OF WHITE CITY; THENCE NORTH 670 FEET; THENCE EAST 100 FEET; THENCE SOUTH 670 FEET; THENCE WEST 100 FEET TO THE POINT OF BEGINNING, SAID LAND LYING IN AND COMPRISING A PART OF THE W ½ OF SW ¼ OF SE ¼ OF NW ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

AND

BEGINNING(II) 1,460 FEET EAST OF THE CENTER OF OLEANDER AVENUE AND MIDWAY IN THE TOWN OF WHITE CITY; RUN THENCE NORTH 670 FEET; THENCE EAST 190 FEET; THENCE SOUTH 670 FEET; THENCE WEST 190 FEET; TO THE POINT OF BEGINNING, SAID LAND LYING IN AND COMPRISING A PART OF THE W ½ OF SW ¼ OF SE ¼ OF NW ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

AND

BEGINNING(III) AT A POINT 1,650 FEET EAST OF THE CENTER OF OLEANDER AVENUE AND MIDWAY, ACCORDING TO THE MAP OF WHITE CITY; THENCE NORTH 670 FEET; THENCE EAST 40 FEET, MORE OR LESS TO THE WEST BOUNDARY OF LAND OF TROPICAL DEVELOPMENT COMPANY; THENCE SOUTH 670 FEET; THENCE WEST 40 FEET, MORE OR LESS TO PLACE OF BEGINNING; ALL IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCEL THAT PORTION THEREOF CONVEYED IN DEED BOOK 142, PAGE 321, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND LESS AND EXCEPT THAT PORTION TAKEN FROM MIDWAY ROAD IN OFFICIAL RECORDS BOOK 781, PAGE 1911, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALL OF THE ABOVE DESCRIBED LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
2. NORTH ARROW SHOWN HEREON IS ORIENTATED AS SHOWN.
3. THIS SURVEY IS CERTIFIED ONLY TO THE BELOW NAMED INDIVIDUALS
4. ELEVATIONS (IF SHOWN) HEREON ARE BASED ON N.A.V.D. (1988) UNLESS OTHERWISE NOTED.
5. LEGAL DESCRIPTION SUPPLIED BY CLIENT.
6. SQ. FT. OF HOUSE (IF SHOWN) SUPPLIED BY CLIENT.
7. NO STRUCTURES OR UTILITIES THAT ARE BENEATH THE SURFACE HAVE BEEN LOCATED.
8. ALL SET CAPS LABELED PSM WEH 4416 ARE SUPPORTED WITH AN 18" LONG #5 REBAR
ALL FOUND CAPS ARE A 5/8" ROD WITH A CAP AS LABELED ON SURVEY.
9. BEARING BASE ON EAST LINE OF PARCEL.
10. ORIGINAL SLC BM: "SONNY" EL=11.43' NAVD

CERTIFIED TO:

MILLS, SHORT & ASSOCIATES, INC.

THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILLIAM E. HAYHURST — DATE
PROFESSIONAL LAND SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4416

HAYHURST LAND SURVEYING INC.
CERTIFICATE OF AUTHORIZATION NUMBER (L.B. 7364)
A SURVEYING & MAPPING COMPANY
445 9TH ST. S.W. Unit-7
VERO BEACH, FL. 32962
PHONE No. (772) 569-6880
FAX No. (772) 770-3446
hayhurstls@live.com

SURVEY TYPE:	BOUNDARY/SITE
CHECKED BY:	W.E.H.
DRAWN BY:	J.D.J.
FIELD BOOK:	345
PAGE NO:	36
DATE PREP:	12/19/15
SCALE:	1"=50'
JOB NO:	15-356

DATE:	REVISIONS:	BY:

FLOOD ZONE: X
EFFECTIVE DATE: 2/16/2012
PNL NO.: 12111C0316G & 12111C0277J

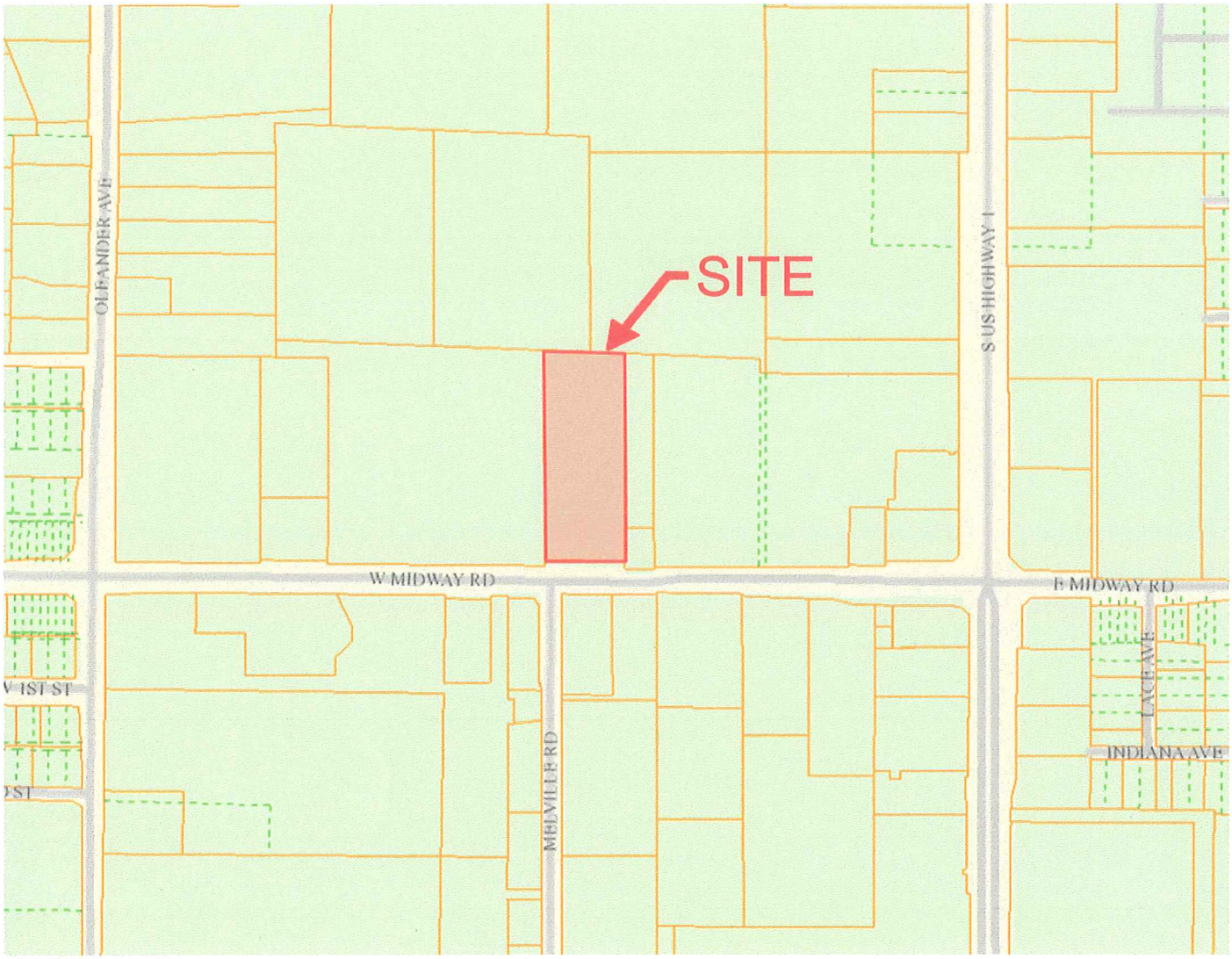
Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Location Map

McCarty & Associates
LAND PLANNING
AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



12/22/2016

Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Aerial Photograph

McCarty & Associates

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12/22/2016

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12/22/2016

Treasure Coast Recovery

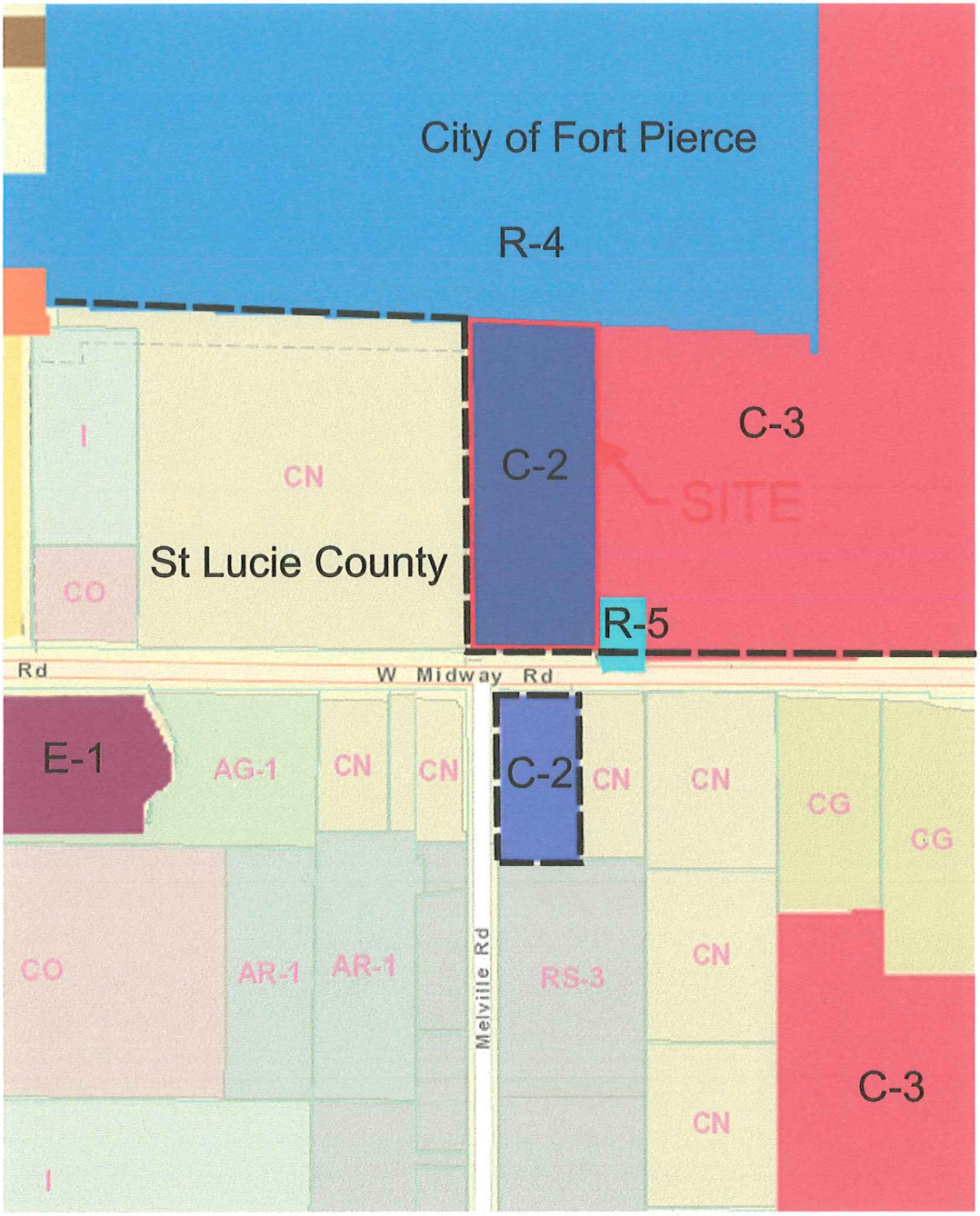
3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

McCarty & Associates
LAND PLANNING
AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Zoning Map

C-2 Neighborhood Commercial



12/22/2016

Treasure Coast Recovery

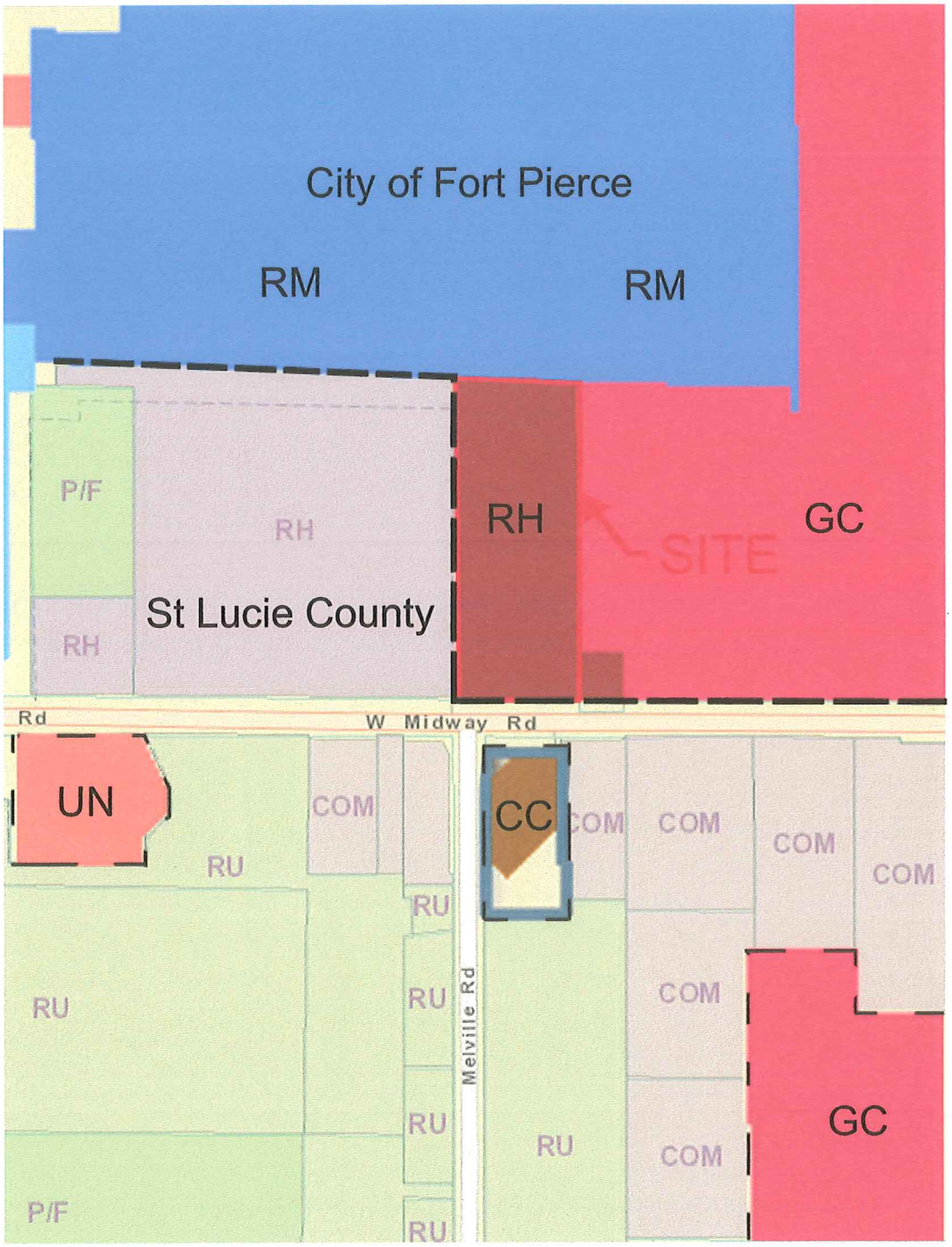
3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

McCarty & Associates
LAND PLANNING AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Future Land Use Map

RH



12/22/2016

Property Identification

Site Address: 604 W MIDWAY RD
Sec/Town/Range: 03/36S/40E
Map ID: 34/03N
Zoning: CN

Parcel ID: 3403-243-0001-000-0
Account #: 38747
Use Type: 1900
Jurisdiction: Fort Pierce

Ownership

604 Midway LLC
7745 Dawson CT
Lake Worth, FL 33467

Legal Description

3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)



Current Values

Just/Market Value:	$949,700
Assessed Value:	$949,700
Exemptions:	$0
Taxable Value:	$949,700

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	6,002
Gross Area (SF):	6,577
Land Size (acres):	3.53
Land Size (SF):	153,767

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 9, 2015	3799 / 1231	0111	WD	Port St Lucie Ventures Inc	$0
Jun 23, 1997	1084 / 1740	XX04	DE	PORT ST LUCIE VENTURES INC	$62,500
Jun 23, 1997	1084 / 1738	XX04	WD		$62,500

Building Information (1 of 1)

Finished Area: 6,002 SF

Property Card

http://www.paslc.org/RECard/#/propCard/parcel/340324300010000

Gross Total Area: 6,577 SF

View:
Building Type: LROF
Grade: Y_B
Story Height: 1 Story

Exterior Data

Roof Cover: Enam Metal
Year Built: 1998
Effective Year: 1998
No. Units: 2

Roof Structure: Hip
Frame:
Primary Wall: CB Stucco
Secondary Wall:

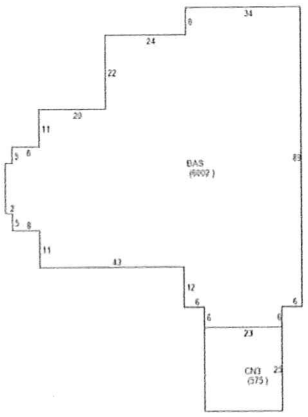
Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Tile-Quarry
Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	6002	6002	366
CN3	CANOPY	575	0	96

Special Features and Yard Items

Type	Qty	Units	Year Blt
CEMENT CURB	1	2270	1998

SINGLE LIGHT	1	4	1998
ASP2 LOW	1	17120	1998
WOOD FEN 6'	1	43	1998

Current Year Values

Current Values Breakdown

Building:	$603,700
Land:	$346,000
Just/Market:	$949,700
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$949,700
Exemption(s):	$0
Taxable:	$949,700

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2009	0041	19.3	Fort Pierce Stormwater Charge	$1,042.20
2013	0054	3.62	North St. Lucie Water Management District	$45.25

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$949,700	$949,700	$0	$949,700
2015	$868,700	$868,700	$0	$868,700
2014	$868,200	$868,200	$0	$868,200

Permits

Number	Date	Description	Amount	Fee
C97-070418	Jul 24, 1997	Demolition	$2,200	$2,200
C97-080269	Sep 24, 1997	Commercial New Construction	$561,935	$561,935
C98-030197	Mar 10, 1998	Alterations/Remodeling	$2,450	$2,450
0800001805	Apr 1, 2009	Roof	$18,000	$175

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4122789 OR BOOK 3799 PAGE 1231, Recorded 10/19/2015 at 12:03 PM

Prepared By and Return To:

RICHARD K. BARRA, ESQUIRE
Scott, Harris, Bryan, Barra
& Jorgensen, P.A.
4400 PGA Boulevard, Suite 603
Palm Beach Gardens, Florida 33410
File #**47132**

Property Control No. **3403-243-0001-000/0**

THE CONVEYANCE OF THE SUBJECT PROPERTY IS PURSUANT TO A CHAPTER 11 PLAN THAT WAS CONFIRMED UNDER SECTION 1129 OF THE BANKRUPTCY CODE (TITLE 11 U.S.C.) PRIOR TO THE DATE OF THE TRANSFER OF THE SUBJECT PROPERTY AND, AS SUCH, IS NOT TAXABLE.

WARRANTY DEED

THIS WARRANTY DEED, made this 9th day of October, 2015,

between **PORT ST. LUCIE VENTURES, INC., a dissolved Florida corporation**

hereinafter called the Grantor,

whose mailing address is **7210 Reserve Creek Drive, Port St. Lucie, Florida 34986**

to **604 MIDWAY LLC, a Florida limited liability company**

hereinafter called the Grantee,

whose mailing address is **7745 Dawson Court, Lake Worth, Florida 33467**

(Wherever used herein the terms "Grantor" and "Grantee" are used for singular or plural, as context requires and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other business entities.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirm unto the Grantee, all that certain land situate in the County of **St. Lucie,** State of Florida, to-wit:

ALL THAT PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

SUBJECT TO restrictions, reservations, covenants, conditions and easements of record; taxes for the year **2015** and the years subsequent thereto; and all applicable laws, ordinances, and governmental regulations, including without limitation, zoning and building codes and ordinances.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the said Grantor does hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

(print name of witness)

Witness

(print name of witness)

PORT ST. LUCIE VENTURES, INC.,
a dissolved Florida corporation

By: _____
RONALD H. WOODY, III
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of October, 2015, by **RONALD H. WOODY, III,** as President, of **PORT ST. LUCIE VENTURES, INC., a dissolved Florida corporation**, on behalf of the corporation.

(SEAL) KATHLEEN M. BRANDON MY COMMISSION EXPIRES January 5, 2019 #FF 184743 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

(Print Name)
My Commission Expires: 01-05-19
Commission No.: FF184743

Personally Known _____ OR Produced Identification √
Type of Identification Produced FL DRIVER'S LICENSE

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

Beginning at a stake 1360 feet East of the center of Oleander Avenue and Midway, according to the map of White City; thence North 670 feet; thence East 100 feet; thence South 670 feet; thence West 100 feet to the point of beginning: said land lying in and comprising a part of the W 1/2 of SW 1/4 of SE 1/4 of NW 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

AND

Beginning 1460 feet East of the center of Oleander Avenue and Midway in the Town of White City; run thence North 670 feet; thence East 190 feet; thence South 670 feet; thence West 190 feet; to the point of beginning; said land lying in and comprising a part of the W 1/2 of the SW 1/4 of SE 1/4 of NW 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

AND

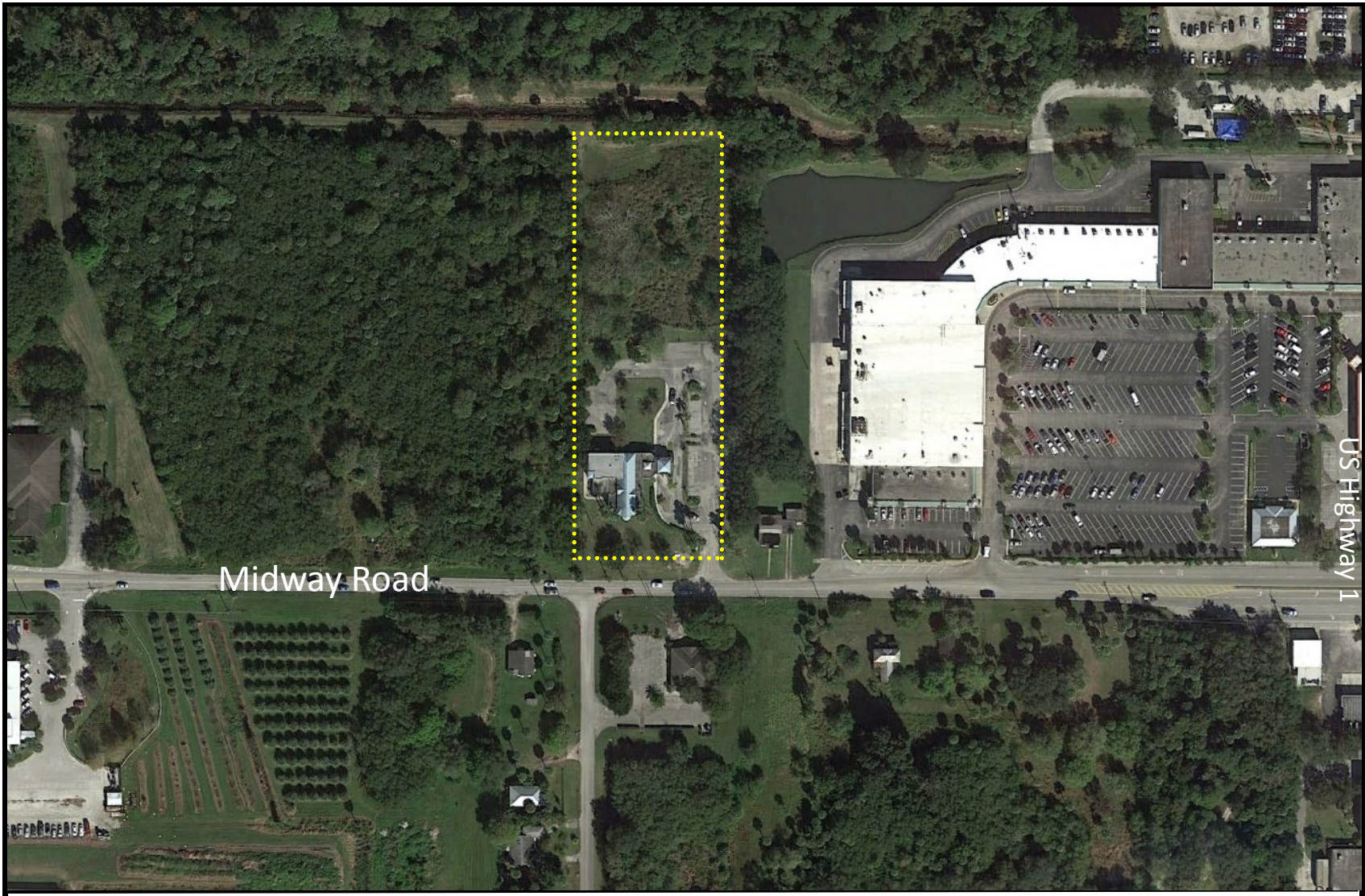
Beginning at a point 1650 feet East of the center of Oleander Avenue and Midway, according to the map of White City, thence North 670 feet, thence East 40 feet, more or less, to the West boundary of land of Tropical Development Company; thence South 670 feet; thence West 40 feet, more or less, to place of beginning; all in Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

LESS AND EXCEPT from the above described parcel that portion thereof conveyed in Deed Book 143, Page 321, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 761, Page 1911, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 3749, Page 475, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 3787, Page 218, of the Public Records of St. Lucie County, Florida.

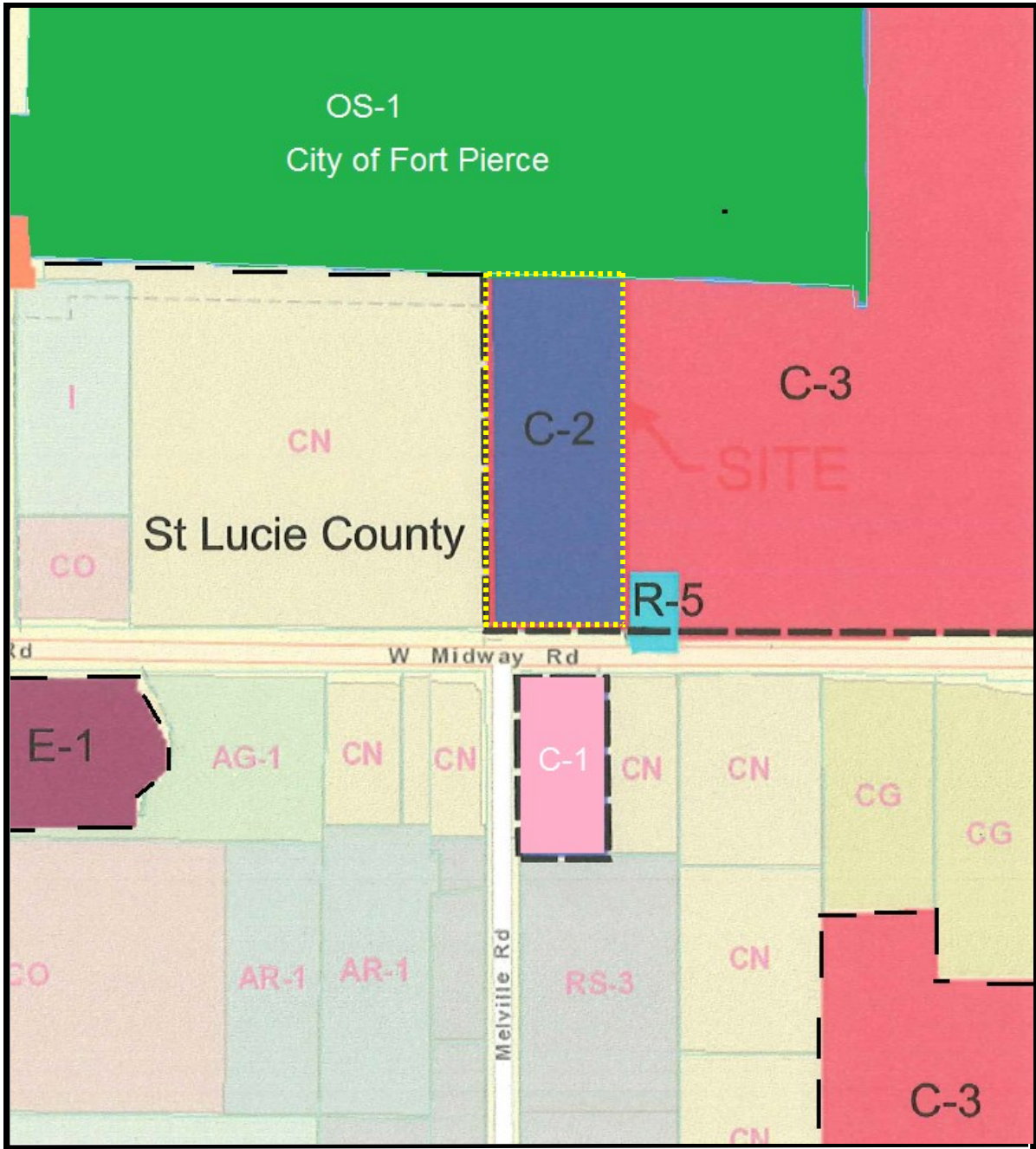


THE SUNRISE CITY
FORT PIERCE
Florida

604 Midway Road

Site Aerial

N
W
E
S



Treasure Coast Recovery Center – Zoning Map

604 Midway Road

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, FEBRUARY 14, 2017 IN ST. LUCIE, COMMISSION CHAMBERS, 2300 VIRGINIA AVENUE, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Mr. Weaver and Mr. Dahan arrived at 6:05 PM.

Present: **Marcia Baker**; **Al Bernetti**; **Mike Dahan**; **John George**; **Tim O'Connell**; **Robert Poitier**; **Steve Weaver**; **Bob Burdge**, **Chairman**

Absent: **Eloise Cumings**; **Frank Creyaufmiller**; **Brian Paul**; **Charles Hayek**

Staff Present: **Jim Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Motion was made by Marcia Baker, and seconded by Al Bernetti to approve the absences of Mr. Hayek, Mr. Paul, Mr. Creyaufmiller and Ms. Cumings.

AYE: **John George**, **Tim O'Connell**, **Robert Poitier**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Bernett and Mr. Weaver were made voting members for the meeting.

d. **Zoning Atlas Amendment - Treasure Coast Recovery Centers - 604 Midway Road**

Mr. Benton gave an overview of the application and Mike McCarty, Applicant, provided additional information.

Motion was made by John George, and seconded by Al Bernetti to forward a recommendation of approval for the proposed amendment.

AYE: **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Chairman Bob Burdge**

Passed

e. **Conceptual Development Plan - Treasure Coast Recovery Centers – 604 Midway Road**

Mr. Benton gave an overview of the application and answered questions from the Board regarding parking, recent drug rehabilitation approvals and certificate of need.

Mike McCarty, Applicant, provided details on the Conceptual Development Plan.

Motion was made by John George, and seconded by Robert Poitier to forward a recommendation of approval for the conceptual parameters of the proposal.

AYE: **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Chairman Bob Burdge**

Passed

f. **Preliminary Plat - Portofino Landings - 4712 Okeechobee Road**

Ms. Grohall stated a revised staff report was given out at the meeting and the approval changed slightly to an approval with a condition.

Mr. Gilmore gave an overview of the application..

George Cipero, Representative, explained the additional tracts on the plat and answered questions from the Board regarding the history of Portofino Landings.

Ms Grohall stated the site plan was amended in 2008 from condominiums to apartments.

Motion was made by John George, and seconded by Robert Poitier to approve the item with the condition that the Engineering Department's comments are satisfied prior to being scheduled for City Commission.

AYE: **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Chairman Bob Burdge**

Passed

g. **Recommendation for the Sale of City Property - 505 N. 7th Street**

Ms. Grohall gave an overview of the property and the contracts received. Ms. Grohall answered questions from the Board regarding deposits, compatibility with existing zoning, use of the building, pre-approvals and realtor marketing efforts to the Longshoreman Association.

Ms. Baker provided in depth research on the buyers for the property. Board discussion ensued.

City Commission Regular Meeting **11.g.**

Meeting Date: 03/06/2017

Re: Ordinance 17-008 -Request for Annexation -Collins Corner -2498 Edwards Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-008 - Extending the territorial limits of the City of Fort Pierce, Florida to include property located at 2498 Edwards Road. FIRST READING

SUMMARY:

- The applicant is requesting a voluntary annexation of the property (Parcel ID 2421-333-0001-000-9) located at 2498 Edwards Road, which is at the northeast corner of Edwards Road and 25th Street.
- The property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also within the FPUA service area.
- The proposed voluntary annexation is consistent with F.S 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.
- St. Lucie County has been notified of the annexation request and the advancement of this action to Ordinance.
- The Planning Board, at their October 11th, 2016 meeting, voted unanimously to recommend approval of the request.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

If the City approves annexation of this parcel with a taxable value of $196,100, the approximate ad-valorem tax revenue annually to the City of Fort Pierce, is $1,290 depending on the millage rate per year, which currently is 6.5786.

Attachments

Proposed Ordinance 17-008
Staff Report
Application & Supporting Documents
Aerial & Zoning Map

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 02:25 PM

Form Started By: Kori Benton
Started On: 02/23/2017 09:45 AM
Final Approval Date: 03/01/2017

ORDINANCE NO. 17-008

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE PROPERTY LOCATED AT **2498 EDWARDS ROAD**, SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2017; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, set forth a procedure for Municipal Annexation;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality, and;

WHEREAS, the owner or owners have submitted an application petitioning the Fort Pierce to be annexed to the municipality; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 11th, 2016 meeting, voted unanimously to recommend approval of the request;

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, be and they are hereby extended, as depicted on Exhibit “A”, attached hereto and incorporated herein; to annex to the said City:

Parcel ID: 2421-333-0001-000-9: SOUTH 395.97 FEET, OF THE WEST 219.98FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET, FOR ROAD RIGHT-OF-WAY AND LESS THE WEST 40 FEET, LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
LESS AND EXCEPTING
THE WEST 10 FEET, OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTH 395.97 FEET, OF THE WEST 219.98 FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET AND THE WEST 40 FEET, FOR ROAD RIGHT OF WAY. ALL LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
AND LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:
A PARCEL OF LAND SITUATED IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89'57'23" EAST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 50.03 FEET; THENCE NORTH 02'1 0'51" WEST, DEPARTING

SAID SOUTH LINE, A DISTANCE OF 40.03 FEET TO A POINT OF THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 25TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD, BEING THE POINT OF BEGINNING. THENCE NORTH 02'1 0'51" WEST, ALONG SAID EASTERLY RIGHT -OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 46'06' 44" EAST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 28.81 FEET TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD; THENCE SOUTH 89'57'23" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

Said property containing 1.39 acres, more or less.

and further depicted on Exhibit "B", attached hereto and incorporated herein; said properties being generally located at 2498 Edwards Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit A hereof as of January 1, 2017 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That the City Clerk shall cause notice of this annexation to be published once each week for two consecutive weeks prior to final passage in the St. Lucie Tribune in Fort Pierce, Florida.

SECTION 4. That upon this ordinance becoming effective, the land herein described on Exhibit A and annexed to the territorial limits of the City of Fort Pierce shall be and the same is zoned C-3, General Commercial, and assigned a future land use designation GC, General Commercial, as depicted on Exhibit "C" attached hereto and incorporated herein.

SECTION 5. 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 6. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 16-029 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes

in the St. Lucie News Tribune on Thursday, February 23rd, 2017 and Thursday, March 2nd, 2017; 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 March 6th, 2017; and was duly introduced, read by title only, and passed on second and final reading March, 20th 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 21st day of March, 2017.

_____

MAYOR COMMISSIONER

_____

CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

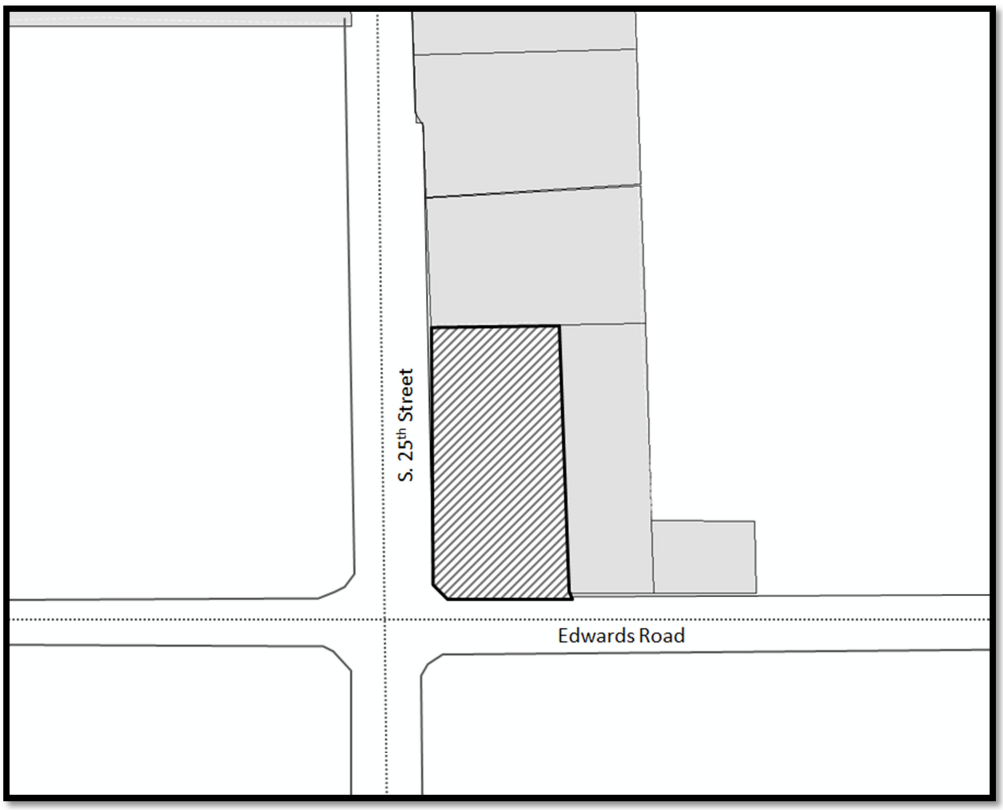
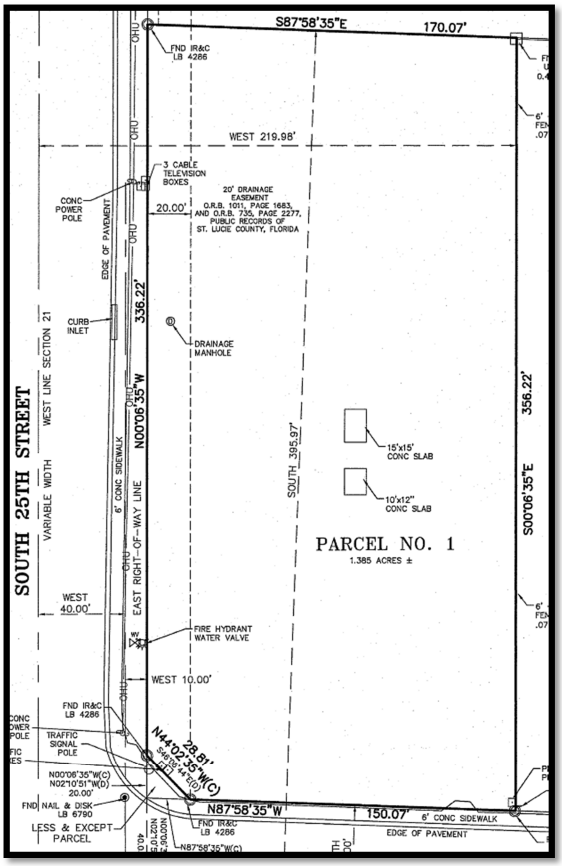


EXHIBIT B
Sketch & Legal Description of Subject Property

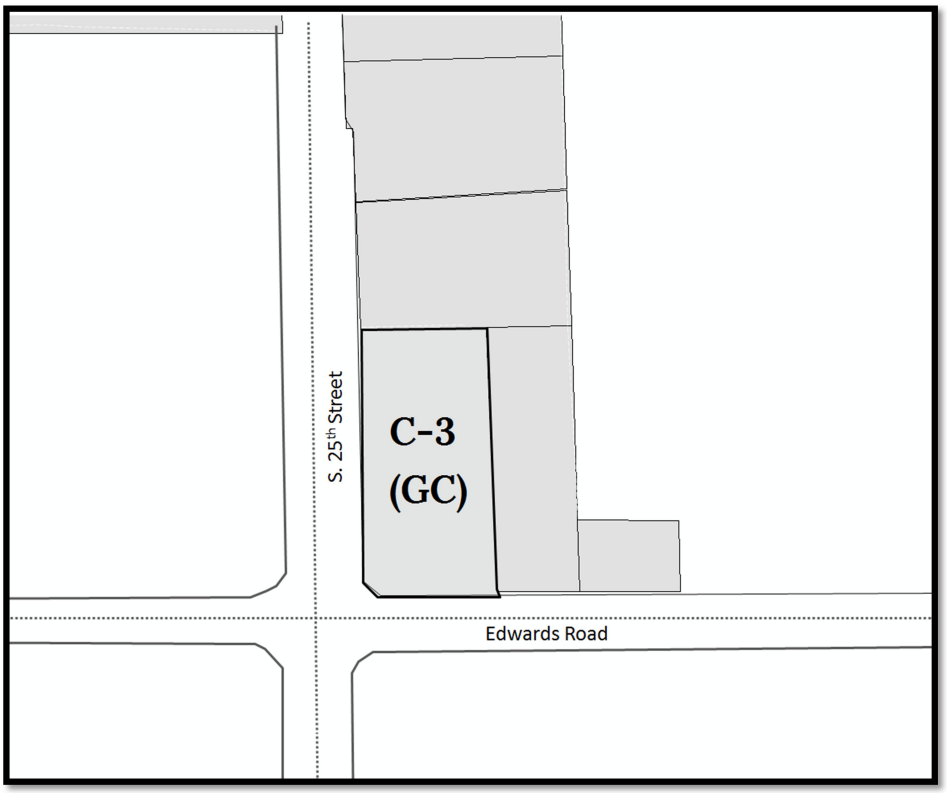


Parcel ID: 2421-333-0001-000-9: SOUTH 395.97 FEET, OF THE WEST 219.98FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET, FOR ROAD RIGHT-OF-WAY AND LESS THE WEST 40 FEET, LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
LESS AND EXCEPTING
THE WEST 10 FEET, OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTH 395.97 FEET, OF THE WEST 219.98 FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET AND THE WEST 40 FEET, FOR ROAD RIGHT OF WAY. ALL LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
AND LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:
A PARCEL OF LAND SITUATED IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89'57'23" EAST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 50.03 FEET; THENCE NORTH 02'1 0'51" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 40.03 FEET TO A POINT OF THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 25TH STREET AND THE NORTHERLY RIGHT -OF-WAY LINE OF EDWARDS ROAD, BEING THE POINT OF BEGINNING. THENCE NORTH 02'1 0'51" WEST, ALONG SAID EASTERLY RIGHT -OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 46'06' 44" EAST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 28.81 FEET TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD; THENCE SOUTH 89'57'23" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

said properties being generally located at 2498 Edwards Road in Fort Pierce, Florida. Said property containing 1.39 acres, more or less.

EXHIBIT C

Zoning & Future Land Use Designation Assignment



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 17-008 -Request for Annexation
Collins Corner
2498 Edwards Road

DATE: February 23, 2017

STAFF REPORT

Owner/Applicant: Carroll and Janet Collins
PO Box 4114
Fort Pierce, FL 34948

Requested Action: Approval of the proposed annexation; designating the property as C-3, General Commercial Zoning; and GC, General Commercial Future Land Use

Location: 2498 Edwards Road

Parcel Ids: 2421-333-0001-000-9

Current Zoning: CG, General Commercial (County)

Current Future Land Use: COM, General Commercial (County)

Proposed Zoning: C-3, General Commercial

Proposed Future Land Use: GC, General Commercial

Surrounding Zoning:

North	East	South	West
CO (FP)	C-2 (FP)	CN (SCL)	CG (SCL)

Surrounding FLU:

RM (FP)	RM (FP)	RU (SLC)	COM (SLC)

Parcel(s) Size: 1.39 acres

Staff Analysis:

The applicant is requesting a voluntary annexation of the property (Parcel ID 2421-333-0001-000-9) located at 2498 Edwards Road, which is at the northeast corner of Edwards Road and 25th Street.

The applicant is further requesting that the City grant the C-3, General Commercial zoning designation as a continuation of its current County zoning of CG, General Commercial. The requested Future Land Use designation of GC, General Commercial will also be comparable to the St. Lucie County Future Land Use designation of COM, General Commercial.

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also within the FPUA service area.

This proposed voluntary annexation is also consistent with F.S 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

As a note, the applicant also owns the .92 acre property immediately to the east of the subject parcel, which is located in the City. That property is concurrently undergoing review for proposed rezoning C-3, General General. It is the applicant's desire to have both of these parcels located within the City limits with a Zoning and Future Land Use designation of Commercial General.

To have a combined 2.31 acre commercial parcel at the heavily traveled intersection of Edwards Road and 25th Street is appropriate and consistent with the City's Comprehensive Plan, as the site is subject to significant traffic exposure and impact.

Furthermore, the corner property across 25th Street to the west is Commercial General as is the corner property to the south, across Edwards Road. Both are developed with gas stations as their existing use.

If the City approves annexation of this parcel with a taxable value of $196,100, garnering approximate ad-valorem tax revenue of $1,290 annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.5786. Future commercial development of this parcel would bring higher value and associated revenue.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the proposed annexation consistent with the following Objectives and Policies:

Objective 1.12 of the Comprehensive Plan:

"Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary.

Policy, 1.12.1 of the City Comprehensive Plan:

"The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. *The ability of the City to provide public services at a level equal to or better than that available from the current service providers;*
2. *The ability of the City to provide public services at the City's adopted levels of service;*
3. *Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and*
4. *Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"*

By eliminating irregularities along the City's boundary, the adoption of this property into the City helps to provide efficient public service provisions.

Policy 1.12.5 of the City's Comprehensive Plan:

> *"Properties annexed shall receive a land use designation compatible with the SLC future land use designation assigned, unless otherwise approved by the City Commission."*

The applicant is requesting that the Zoning and Future Land Use designations remain consistent with the current County designations, and is therefore consistent with this Policy.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities and the elimination of the municipal boundary irregularities to improve service delivery.

TRC Comments:

No comments or objections from the corresponding TRC members.

Planning Board Recommendation:

The Planning Board, at their October 11th, 2016 meeting, voted unanimously to recommend approval of the request.

Staff Recommendation:

As proposed, the annexation meets the applicable standards and is consistent with the Comprehensive Plan; Staff recommends approval of Ordinance 17-008 annexing the subject property.

CITY OF FORT PIERCE

PLANNING DEPARTMENT

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

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (12) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)
- Unity of Title Control for Multiple Properties (if applicable)

1. Address: 2498 Edwards Road, Fort Pierce, FL 34982
2. Legal description of real property for which annexation is being requested:
   See Attached

   Property Tax ID: 2421-333-0001-0009
3. Size of described property: 1.39 acres
4. Project description: 25th + Edwards Corner
5. Current St. Lucie County Future Land Use Designation: COM
6. Current St. Lucie County Zoning: CG
7. Is this a Historic property? No
8. Appraised value: #196,100
9. Name of Owner(s): Carroll Collins and Janet Collins

   Signature of Owner(s): Janet Collins
   Mailing Address: P.O. Box 4114
   City Fort Pierce State FL Zip 34948
   Phone 772-461-2245 Fax 772-461-3887

10. Name of Representative: _____

Signature of representative: _____
Mailing Address: _____
City) _____ State _____ Zip _____
Phone _____ Fax _____
E-mail: _____

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 Application (if pother than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Janet L. Rieck-Collins

Property Owner(s) Signature(s)

STATE OF FLORIDA – St. Lucie COUNTY
The foregoing instrument was acknowledged before me this 5 day of November, 20 14, by Janet L. Rieck-Collins who is personally known to me ~~or has produced~~ _____ ~~as identification.~~

Lisa M.J. Grose
Signature of Notary

NOTARY PUBLIC-STATE OF FLORIDA
Lisa M.J. Grose
Commission # EE070088
Expires: MAR. 03, 2015
BONDED THRU ... BONDING CO., INC.

(seal)

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3701294 OR BOOK 3386 PAGE 2811, Recorded 05/07/2012 at 01:34
Doc Tax: $1435.00

This Instrument Prepared by and Return to:
Denise Jenkins
Merit Title, Inc.
628 Colorado Avenue
Stuart, Florida 34994
as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
2421-333-0001-000/9

WARRANTY DEED

COPY

This Warranty Deed Made the **1st day of May, 2012**, by **Terpening Holdings, LLC, a Florida limited liability company**, and having its place of business at **2980 S 25 St, Fort Pierce, Florida 34981,** hereinafter called the grantor,

to **Carroll Collins and Janet Collins, husband and wife,** whose post office address is: Post Office Box 4114 Ft. Pierce, FL 34948, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of **$205,000.00** Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **St. Lucie** County, Florida, viz:

The South 395.97 feet of the West 219.98 feet of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 LESS the South 40 feet for road right-of-way and LESS the West 40 feet, lying and being in Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida.

LESS AND EXCEPT

The West 10 feet of the following described parcel: The South 395.97 feet of the West 219.98 feet of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 LESS the South 40 feet for road right-of-way and LESS the West 40 feet, lying and being in Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida.

AND LESS

A parcel of land situated in Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida. Being more particularly described as follows:

Commencing at the Southwest corner of said Section 21; thence North 89°57'23" East, along the South line of said Section 21, a distance of 50.03 feet; thence North 02°10'51" West, departing said South line, a distance of 40.03 feet to a point of the intersection of the Easterly right of way line of South 25th Street and the Northerly right of way line of Edwards Road, being the Point of Beginning.

Thence North 02°10'51" West, along said Easterly right of way line, a distance of 20.00 feet; thence South 46°06'44" East, departing said Easterly line, a distance of 28.81 feet to the said Northerly right of way line of Edwards Road; thence South 89°57'23" West, along said Northerly line, a distance of 20.00 feet to the Point of Beginning.

COPY

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with 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 2011, reservations, restrictions and easements of record, if any.

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

In Witness Whereof, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

Terpening Holdings, LLC, a Florida limited liability company

Witness Signature: Cynthia M. Sowerby
Printed Name: Cynthia M. Sowerby

BY: Sherry Terpening
Sherry T. Terpening as Manager

Witness Signature:
Printed Name: Roberto Cabrera

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 1st day of May 2012, by **Sherry T. Terpening as Manager of Terpening Holdings, LLC, a Florida limited liability company**, on behalf of the partnership. She is personally known to me or who has produced driver license(s) as identification.

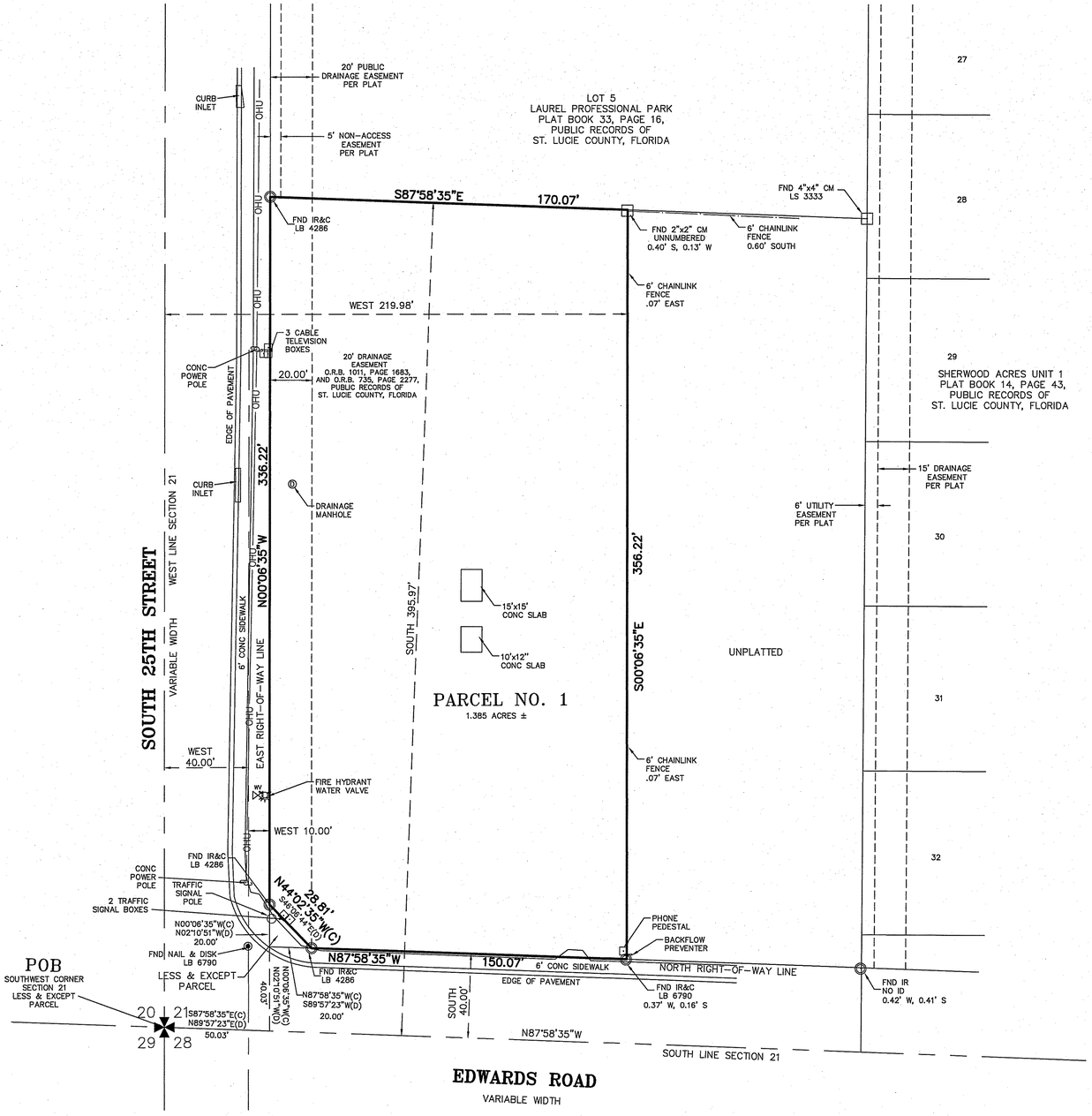
My Commission Expires:

CYNTHIA M SOWERBY
MY COMMISSION # DD899656
EXPIRES August 09, 2013
(407) 398-0153 FloridaNotaryService.com

Cynthia M. Sowerby
Notary Public – State of Florida

COPY

COPY



GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft.

NORTH

LEGAL DESCRIPTION

THE SOUTH 395.97 FEET, OF THE WEST 219.98 FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET, FOR ROAD RIGHT-OF-WAY AND LESS THE WEST 40 FEET, LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPTING

THE WEST 10 FEET, OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH 395.97 FEET, OF THE WEST 219.98 FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET AND THE WEST 40 FEET, FOR ROAD RIGHT OF WAY. ALL LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND SITUATED IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89°57'23" EAST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 50.03 FEET; THENCE NORTH 02°10'51" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 40.03 FEET TO A POINT OF THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 25TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD, BEING THE POINT OF BEGINNING. THENCE NORTH 02°10'51" WEST, ALONG SAID EASTERLY RIGHT-OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 46°06'44" EAST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 28.81 FEET TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD; THENCE SOUTH 89°57'23" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LEGEND

(C)	DENOTES CALCULATED
(D)	DENOTES DEED
FND.	DENOTES FOUND
L.B.	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
U.E.	DENOTES UTILITY EASEMENT
P.L.S.	DENOTES PROFESSIONAL LAND SURVEYOR
I.P.	DENOTES IRON PIPE
I.R.	DENOTES IRON ROD
C.M.	DENOTES CONCRETE MONUMENT
CONC.	DENOTES CONCRETE
IR & C	DENOTES 5/8" IRON ROD & CAP
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
O.R.B.	DENOTES OFFICIAL RECORDS BOOK
±	DENOTES PLUS OR MINUS
No.	DENOTES NUMBER
PK & D	DENOTES P.K. NAIL AND DISK
No. ID	DENOTES NO IDENTIFICATION NUMBER
P.R.M.	DENOTES PERMANENT REFERENCE MONUMENT
POB	DENOTES POINT OF BEGINNING

NOTES:

1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
2) Description shown hereon provided by the client and/or their agent.
3) The last date of field work was July 14, 2012.
4) Overall parcel contains 1.385 Acres, more or less.
5) Lands shown hereon were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
6) Bearings shown hereon are relative to the South line of Section 21 having a bearing of N87°58'35"W (N89°57'23"E per Deed).
7) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
8) Said described property is located within an area having a Flood Zone Designation "X", on Flood Rate Map No.12111C0186 J with a date of identification of February 16, 2012, for Community Panel Number 120286 0186 J City of Ft. Pierce, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
9) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

CERTIFICATIONS

Gulfstream Business Bank;
Ticor Title Insurance Company of Florida;
Meville, Sowerby & McCARTY, P.L.; and
Terpening Holdings, LLC

MICHAEL T. KOLODZIEJCZYK,
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 3864

SIGNATURE — DATE 7/14/2012

COMPUTER FILE REF.	FIELD BK./PG.
93-07map2.dwg	0812/64
12-146map.dwg	0813/15

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE
UPDATED SURVEY	GLM	7-14-12

	BY	DATE
FIELD		
CALCS.		
DRAWN	GLM	6-05-08
DETAILED		
CHECKED		
APPROVED		

BOUNDARY SURVEY

PREPARED FOR

CARROLL COLLINS

DATE: 6-05-2008
HORIZ. SCALE: 1"=30'
VERT. SCALE: N\A
JOB No. 12-146
SHEET 1 OF 1

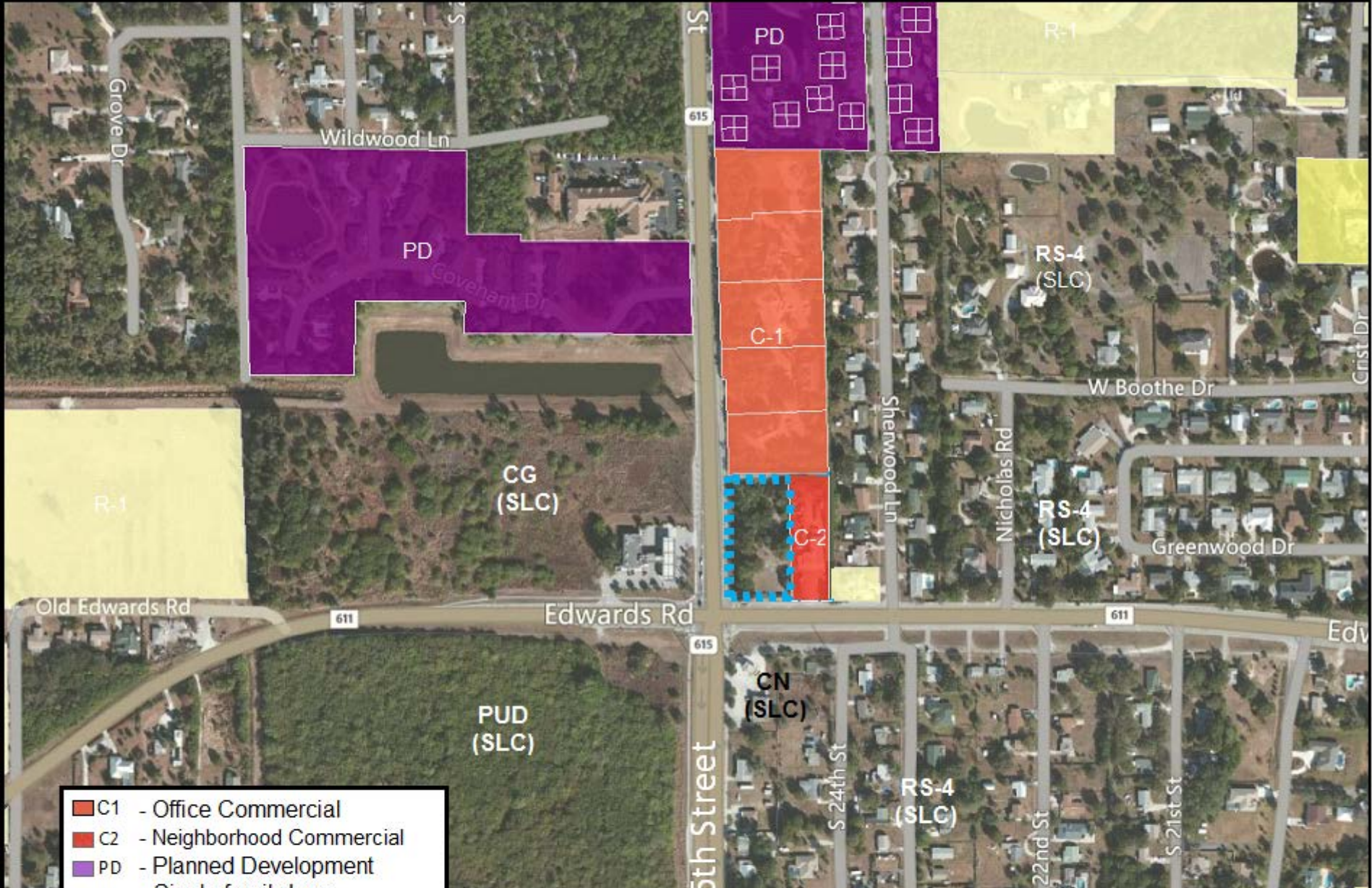
"I:\Proj-2012\12-146\Survey\12-146map.dwg, 7/16/2012 12:43:50 PM



THE SUNRISE CITY
FORT PIERCE
Florida

Carroll Collins – Aerial

Edwards Road



Carroll Collins – Zoning Map

Edwards Road

City Commission Regular Meeting **13.a.**

Meeting Date: 03/06/2017

Re: South Depot Drive purchase

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Resolution 17-R10 Authorizing the purchase of South Depot Drive in the amount of $30,000.00.

SUMMARY:

Staff seeks approval to execute a purchase agreement for real property located to the east of the FEC tracks, south of Orange Avenue an area commonly known as "South Depot Drive". This area is utilized primarily for parking for both the Sunrise Theater and downtown businesses. Years ago, the City was able to purchase North Depot Drive but it was an expensive acquisition. About two years ago, a representative of Flagler Development Corporation (FDC) reached out to us regarding several available properties. The FPRA was able to reach agreement on a segment north of Avenue A that will enhance the Moore's Creek linear park connectivity, however, we were not able to reach an agreement on price for South Depot Drive. However, FDC has continued negotiations in good faith and has made us a very attractive offer.

This would resolve a long standing issue in which the City has utilized the FEC property for decades, providing much needed parking for Sunrise theater as well as downtown merchants.

RECOMMENDATION:

Approve the agreement

ALTERNATIVES:

Provide Staff consensus on alternative terms

RESPONSIBLE STAFF:

Rebecca Grohall, AICP

COORDINATED WITH:

James Messer, City Attorney
Nicholas Mimms, City Manager
Jack Andrews, City Engineer

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2017

OTHER INFORMATION:

While not budgeted for, this purchase amount was planned for as negotiations evolved.

Attachments

17-R10
Sales Agreement
Aerial

Form Review

Inbox	Reviewed By	Date
Stop has been removed	Linda Cox	02/10/2017 10:43 AM
City Manager	Linda Cox	02/14/2017 09:20 AM
Finance Department		
City Manager		
Form Started By: Rebecca Grohall		Started On: 02/02/2017 01:27 PM

RESOLUTION NO. 17-R10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVE THE PURCHASE **OF A 0.86 ACRE PARCEL KNOWN AS SOUTH DEPOT DRIVE FROM FDG RAIL HOLDINGS 17 LLC**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff seeks approval to execute a purchase agreement for real property located to the east of the FEC tracks, south of Orange Avenue an area commonly known as "South Depot Drive" and identified as Tax Parcel ID No: 2410-805-0005-010-4, “Subject Property”. This area is utilized primarily for parking for both the Sunrise Theater and downtown businesses; and

WHEREAS, the City was able to purchase North Depot Drive in the past. The purchase of South Depot Drive would resolve a long standing issue in which the City has utilized the FEC property for decades without ownership, providing much needed parking for Sunrise theater as well as downtown merchants.

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

1. The City Commission of the City of Fort Pierce, Florida, authorizes the purchase of a certain parcel of land, known as South Depot Drive, and identified as Tax Parcel ID No: 2410-805-0005-010-4 and further described in the Purchase and Sale Agreement attached as Exhibit A and incorporated herein by reference, for the amount of $30,000.00.

2. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this 6th day of March, 2017.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
JAMES MESSER, CITY ATTORNEY

Exhibit A

(Attached Sales and Purchase Contract and Addendums)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered as of the date on which the latter of the parties hereto executes the same as set forth on the execution page hereof (the "Effective Date"), between FDG Rail Holdings 17 LLC, a Delaware limited liability company ("Seller"), and The City of Fort Pierce, a Florida municipal corporation ("Buyer").

WITNESSETH

NOW, therefore, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Property to be Conveyed. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer, and Buyer agrees to purchase from Seller, its interests in that certain tract of land, situated in St. Lucie County, Florida, described on **Exhibit A** attached hereto and made a part hereof, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto (collectively, the "Property").

2. Purchase Price In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller an amount equal to Thirty Thousand and No/100 Dollars ($30,000.00, the "Purchase Price"), which shall be paid to Seller in immediately available funds at the closing of the purchase and sale contemplated hereunder (the "Closing").

3. Remedies.

(a) In the event that Buyer defaults in the performance of its obligations under this Agreement, which default is not cured within ten (10) days of Buyer's receipt of notice from Seller of such default, then, except as otherwise expressly provided in this Paragraph, the sole and exclusive right and remedy of Seller shall be to terminate this Agreement. Except for the provisions of this subsection (a) and other provisions of this Agreement that are expressly intended to survive termination (including, without limitation, Buyer's restoration and indemnification obligations pursuant to Paragraph 4 of this Agreement or Buyer's indemnification obligation pursuant to Paragraph 10(b) of this Agreement), Seller waives all other remedies that may be available to it at law or equity for breaches occurring prior to Closing.

(b) In the event that Seller defaults in the performance of its obligations under this Agreement, which default is not cured within ten (10) days of Seller's receipt of notice from Buyer of such default, then, except as otherwise expressly provided in this Paragraph, Buyer, as its sole and exclusive remedy, shall be entitled to either (i) terminate this Agreement, or (ii) commence an action for specific performance hereunder. Buyer may not maintain an action for specific performance unless (A) Buyer posts a bond, at the time the action is filed, in an amount set by the court, to be held by the court for the purpose of providing for Seller's damages caused by the filing of the action in the event that Buyer's action is found to be without merit; and (B) Buyer files a verified complaint which alleges that Buyer had the financial ability to perform under this Agreement at the time of Seller's alleged default and attaches to the complaint

evidence of Buyer's financial ability to perform. Except for the provisions of this subsection (b) and other provisions of this Agreement that are expressly intended to survive termination (including, without limitation, Seller's indemnification obligation pursuant to Paragraph 10(b) of this Agreement), Buyer waives all other remedies that may be available to it at law or equity for breaches occurring prior to Closing.

(c) In the event Buyer or Seller breaches or fails to perform any covenant, agreement or obligation hereof subsequent to Closing or in the event there is a breach or failure of any warranty or representation of Buyer or Seller subsequent to Closing, then Buyer and Seller will have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to specific enforcement.

4. Due Diligence and Time for Satisfaction of Conditions. Buyer's due diligence period (the "Due Diligence Period") shall commence on the Effective Date and expire on the forty-fifth (45th) day after the Effective Date at 5:00 p.m. EST (the "Diligence Expiration Date"), during which Buyer, at its sole risk and expense, may enter upon the Property and make such investigations and analyses as Buyer deems necessary or appropriate; provided, however, notwithstanding any provision herein to the contrary, Buyer is not permitted to perform any sampling, boring, drilling or other physically intrusive testing into the Property, including any so-called "Phase II" environmental assessment, without the prior written consent of Seller, to be provided in Seller's sole and absolute discretion. Following Buyer's inspection of the Property and prior to the conclusion of the Due Diligence Period, Buyer shall restore the Property to its original condition. Buyer shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property to the extent incurred by, through, or out of Buyer's and/or its employees, agents or contractors entry on or inspection of the Property. Notwithstanding any provision to the contrary contained in this Agreement, Buyer's obligation to indemnify Seller set forth herein shall survive the Closing of this Agreement or the termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, Buyer shall have the right to terminate this Agreement at any time prior to the Diligence Expiration Date, in which event this Agreement will be null and void and neither party will have any further rights or obligations hereunder except as otherwise expressly set forth herein.

Notwithstanding anything contained herein to the contrary, Buyer's inspections shall be subject to the following terms and conditions:

(a) At Seller's request, Buyer shall promptly provide a copy of any report or other information, other than a privileged communication between Buyer and its attorneys, produced as a result of any inspection. Buyer and its agents, employees and contractors shall keep in strict confidence all information obtained in the course of any such inspections (provided, however, that Buyer may disclose all information obtained with respect to the inspections to its directors, bankers and advisors as long as such parties agree to keep the information confidential until such time as the Closing is completed, and Buyer may also disclose information obtained with respect to the inspections as required by law, but Buyer must immediately notify Seller of any such requests for disclosure as required by law and, if such disclosure must be made to a governmental authority, then Buyer shall allow Seller to make the

initial disclosure to such governmental authority) and this obligation shall survive the termination of this Agreement.

(b) Seller may have a representative present at any inspection, including, without limitation, an environmental audit.

(c) Buyer shall make any request to Seller to conduct an inspection of the Property at least 24 hours prior to the proposed time for the conduct thereof, which notice shall specify the type of inspection to be conducted by Buyer.

(d) Prior to performing any inspections on the Property, Buyer shall obtain and provide to Seller evidence of commercial general liability insurance insuring Buyer's activities with coverage in an amount not less than $1,000,000.00 per occurrence, and Buyer shall provide evidence to Seller that all consultants or contractors conducting inspections on the Property carry equivalent insurance, and all such policies shall be written on an occurrence basis and name Seller as an additional insured, and such coverage shall be kept in place until the Closing or earlier termination of this Agreement.

5. Conditions Precedent to Closing.

(a) Buyer's obligation to close this transaction shall be contingent upon Seller's full performance of all of its obligations under this Agreement.

(b) Seller's obligation to close this transaction shall be contingent upon Buyer's full performance of all of its obligations under this Agreement.

6. Closing and Escrow.

(a) The parties shall conduct an escrow Closing on or before the thirtieth (30th) day after the Diligence Expiration Date or on such earlier date prior thereto as Buyer may select upon five (5) days' prior written notice to Seller (the "Closing Date"). In the event the Closing does not occur on or before the Closing Date, the escrow holder shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which were deposited hereunder. Any such return shall not, however, relieve either party of any liability it may have for its wrongful failure to close. The escrow holder shall be a law firm or title company acceptable to the parties.

(b) At or before the Closing, Seller shall deliver (or make available, as applicable) to Buyer or the escrow holder, as appropriate, the following:

(i) a duly executed and acknowledged quitclaim deed substantially in the form of **Exhibit B** attached hereto and made a part hereof (the "Deed");

(ii) a duly executed FIRPTA affidavit substantially in the form of **Exhibit C** attached hereto and made a part hereof; and

(iii) a closing statement in form and content satisfactory to Buyer and Seller.

Buyer may waive compliance on Seller's part of any of the foregoing items by an instrument in writing.

(c) At or before the Closing, Buyer shall deliver to Seller or the escrow holder, as appropriate, the following:

(i) a closing statement in form and content satisfactory to Buyer and Seller; and

(ii) the Purchase Price.

(d) Seller and Buyer shall each deposit such other instruments as are reasonably required by the escrow holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

(e) The following adjustments shall be made as of the Closing Date:

(i) If Buyer obtains a title policy or any endorsements thereto, then Buyer shall pay any premiums in connection therewith. Buyer shall also pay any title examination charges in connection with Buyer's due diligence review of title or preparation of a pro forma owner's policy.

(ii) Buyer shall pay any cost of any survey ordered by Buyer.

(iii) Buyer shall pay the fees and costs due to the escrow holder and/or closing agent.

(iv) General real estate taxes payable for the tax year prior to the tax year in which the Closing occurs and all prior years shall be paid by Seller. General real estate taxes payable for the tax year in which the Closing occurs shall be prorated by Seller and Buyer as of the Closing Date, with maximum discount allowed by law.

(v) Seller shall pay the cost of any transfer taxes, surtaxes and documentary stamp taxes applicable to the sale and transfer of the Property to Buyer, if any.

(vi) Buyer shall pay the cost of recording the Deed.

(vii) Each party shall pay its respective attorney's fees.

Any other costs or charges customarily adjusted between buyers and sellers in transactions involving the sale and transfer of real estate that are not otherwise provided for in this Subparagraph 6(e) or elsewhere in this Agreement shall be allocated in accordance with closing customs for the county in which the Property is located in transactions involving the transfer of real estate.

Seller and Buyer shall jointly prepare a preliminary Closing adjustment on the basis of the adjustments described in this Subparagraph (e) and shall deliver such computation to the escrow holder prior to Closing.

If any of the adjustments required to be made under this Agreement cannot be calculated accurately on the Closing Date, then they shall be calculated as soon after the Closing Date as feasible, and any party owing the other party a sum of money based on such subsequent calculation shall promptly pay said sum to the other party. Without limiting the foregoing, Buyer acknowledges that Seller may be in the process of contesting the amount of general real estate taxes applicable to the Property and it is expressly agreed by the parties that in the event Buyer shall receive any refund of general real estate taxes applicable to the Property with respect to any period of time occurring prior to the Closing Date (the "Pre-Closing Date Tax Refund"), such Pre-Closing Date Tax Refund shall be promptly paid to Seller following Buyer's receipt thereof.

The provisions of this Subparagraph 6(e) shall survive the Closing.

7. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows.

(a) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

(b) Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property.

(c) Seller has not filed, or to Seller's knowledge, been the subject of any filing of, a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

(d) Seller is a limited liability company, duly organized and validly existing under the laws of the State of Delaware; this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Seller, and are or at the Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their terms (assuming the due authorization, execution and delivery thereof by Buyer, as applicable), and, do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is subject.

8. Buyer's Due Diligence. Buyer acknowledges that, during the Due Diligence Period, Buyer will or has had the opportunity to perform such studies, inspections, examinations, investigations and evaluations of the Property as Buyer, in Buyer's discretion, deems necessary or appropriate. Buyer represents to Seller that Buyer is a sophisticated purchaser, owner, developer and manager of real property, and that except for the limited representations of Seller specifically set forth in this Paragraph, Buyer will rely solely upon such studies, inspections, examinations, investigations and evaluations in purchasing the Property. Buyer understands and agrees that it is acquiring the Property in an "as is" condition. Buyer acknowledges that Seller makes and will make no representation or warranty concerning environmental conditions heretofore, now or hereafter existing on properties adjoining or proximate to the Property or the current zoning of the Property. Notwithstanding anything in this Agreement, it is expressly understood and agreed that Seller has not made and does not and will not make any

representations or warranties, express or implied, including, without limitation, any with respect to the quality, physical condition, expenses, legal status, zoning, value, utility or development or operating potential of the Property, the absence of any hazardous substances on, in, under or near the Property, or any other matter or thing affecting or relating to the Property or this Agreement (including, without limitation, warranties of merchantability and/or of fitness for a particular purpose) which might be pertinent in considering whether to purchase the Property or to make and enter into this Agreement, and Buyer hereby acknowledges that Seller has not made, and Buyer has not relied upon, any such representations, and releases and discharges Seller, its successors and assigns, of and from any liability to Buyer, its successors and assigns, existing or arising under the statutes, laws and regulations of the State of Florida. Seller is not liable or bound in any manner by any warranties, either expressed or implied, guaranties, or any promises, statements, representations or information pertaining to the Property or the value thereof made or furnished by any broker or any real estate agent, broker, employee, servant or other person representing or purporting to represent Seller.

9. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows: Buyer is a dependent special district of the City of Fort Pierce, Florida, duly organized and validly existing under the laws of the State of Florida; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their terms (assuming the due authorization, execution and delivery thereof by Seller or any applicable affiliate, as applicable), and, do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is subject.

(a)

10. Miscellaneous.

(a) Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by Federal Express or another reputable commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by facsimile (with receipt of transmission), and such notices shall be addressed as follows:

If to Seller: FDG Rail Holdings 17 LLC
2855 Le Jeune Road, 4th Floor
Coral Gables, Florida 33134
Attention: Adam Furstein
Telephone: (305) 520-2300
Telecopy: (305) 520-2400

With a copy to:	FDG Rail Holdings 17 LLC 2855 Le Jeune Road, 4th Floor Coral Gables, Florida 33134 Attention: Legal Department Telephone: (305) 520-2300 Telecopy: (305) 520-2400
If to Buyer:	City of Fort Pierce 100 North U.S. 1 Fort Pierce, Florida 34950 Attention: Rebecca Grohall

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be deemed delivered when actually delivered, if such delivery is in person, upon deposit with the U.S. Postal Service, if such delivery is by certified mail, upon deposit with the overnight courier service, if such delivery is by an overnight courier service, and upon transmission, if such delivery is by facsimile.

(b) Brokers and Finders. Each party represents and warrants to the other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. In the event that any broker or finder perfects a claim for commission or finder's fee based upon such contact, dealings or communication, the party through whom such broker or finder makes a claim shall indemnify, save harmless and defend the other party from said claim and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. The provisions of this paragraph shall survive the Closing.

(c) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Buyer shall have the right, with notice to Seller (but without the necessity of Seller's consent), to assign its right, title and interest in and to this Agreement to one or more assignees at any time before the Closing Date, and in such event, the party originally designated as Buyer shall be relieved of any and all obligations under this Agreement and any other instruments executed pursuant hereto, and such assignee(s) shall be substituted in its place and will assume all obligations of Buyer hereunder.

(d) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(e) Deadlines on Non-Business Days. In the event any deadline specified herein falls on a day which is not a regular business day, then the deadline shall be extended to the end of the next following regular business day.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(g) Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the purchase and sale of the Property.

(h) Enforcement. If either party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees and disbursements through all appellate levels and post-judgment proceedings. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment. This provision shall survive the Closing or termination of this Agreement.

(i) Time of the Essence. Time is of the essence of this Agreement.

(j) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(k) State Required Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

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

(l) Discharge of Obligations. The acceptance of the deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein with respect to the purchase and sale transaction contemplated herein, and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, with respect to the purchase and sale transaction contemplated herein, except those, if any, which are herein expressly stated to survive the Closing.

(m) No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

(n) No Recording. Neither Seller nor Buyer shall record this Agreement or any memorandum thereof.

(o) Counterparts. This Agreement may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on all parties hereto, even though all parties are not signatory to the same counterpart. Electronic or facsimile copies of this Agreement and the signatures thereon shall have the same force and effect as if the same were original.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Signed, sealed and delivered
in the presence of:

_____

_____
Witnesses as to Seller

SELLER:

FDG Rail Holdings 17 LLC

By:_____
Name:_____
Title:_____

Date:_____

BUYER:

City of Fort Pierce

_____

_____
Witnesses as to Buyer

By:_____
Name:_____
Title:_____

Date:_____

[LIST OF EXHIBITS AND SCHEDULES]

Exhibit A — Legal Description of Property

Exhibit B — Form of Deed

Exhibit C — Form of FIRPTA Affidavit

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TAX PARCEL ID NO.: **2410-805-0005-010-4**

241E ST LUCIE COUNTY

A portion of Florida East Coast Railroad right of way lying in Section 11, Township 35 South, Range 40 East, being more particularly described as follows;

Beginning at the Northwest corner of Lot 6, M. A. TYLER'S RESUBDIVISION OF LOTS 1, 2 & 3 AND THE EAST HALF OF 4 BLOCK J OF FORT PIERCE - BREVARD CO. FLA., according to the plat thereof, as recorded in Plat Book 1, page 169 of the Public Records of St. Lucie County, Florida, said point also being on the South right of way line of Orange Avenue; thence South 71°39'31" West, along the aforementioned South right of way line, a distance of 24.18 feet to a point, said point being 33.45 feet East of the centerline of the most Easterly Florida East Coast Railroad tracks; thence South 18°14'07" East, along a line 33.45 feet Easterly of and parallel with the centerline on the most Easterly Florida East Coast Railroad tracks, a distance of 941.95 feet; thence North 71°55'52" East, a distance of 42.94 feet; thence North 18°04'08" West along the existing right of way line of the Florida East Coast Railroad, a distance of 150.00 feet; thence North 71°55'52" East, along the existing right of way line of the Florida East Coast Railroad, a distance of 15.00 feet; thence North 18°04'08" West, along the existing right of way line of the Florida East Coast Railroad and the West boundary of the property described in Official Records Book 0655, page 1619, St. Lucie County Records, a distance of 331.70 feet; thence North 84°16'30" West, along the existing right of way line of the Florida East Coast Railroad, a distance of 38.16 feet; thence North 18°16'21" West, along the existing right of way line of the Florida East Coast Railroad and the West boundary of the properties described in Official Records Book 1419, page 2380, Official Records Book 2684, page 0279, Official Records Book 0721, page 2482 and Official Records Book 2057, page 2628 of the Public Records of St. Lucie County, Florida, a distance of 444.99 feet to the Point of Beginning. Said described parcel of land containing 0.86 acres, more or less.

EXHIBIT B

FORM OF DEED

THIS DOCUMENT PREPARED BY:
Nathalie Legagneur, Esq.
2855 S. LeJeune Road, 4th Floor
Coral Gables, Florida 33134

_____Space above this Line for Recording Data_____

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into as of this ___ day of ___, 20___, by _____, a Delaware limited liability company (the "Grantor"), the post office address of which is 2855 LeJeune Road, 4th Floor, Coral Gables, FL 33134, to _____ (the "Grantee"), a _____, the post office address of which is _____.

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto Grantee, its successors and assigns, all right, title, interest, claim and demand, if any, of Grantor in and to the real property situated in _____ County, Florida, described in Exhibit "A" attached hereto and made a part hereof, without recourse, representation or warranty.

TOGETHER with the tenements, hereditaments and appurtenances thereto and all estate, right, title, interest, lien, equity and claim whatsoever of Grantor, if any, at law or in equity.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its undersigned duly authorized officer, the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____

_____
Print Name:_____

By:_____
Name:_____
Title:_____

_____
Print Name: _____

STATE OF FLORIDA }
} SS
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, as _____ and on behalf of _____, a _____; and she/he is personally known to me or has produced a Florida driver's license as identification.

_____
Notary Public, State of Florida at Large
(Notary Seal) Print Name: _____
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT C

FORM OF FIRPTA AFFIDAVIT

CERTIFICATE OF TRANSFEROR OTHER THAN AN INDIVIDUAL
(FIRPTA AFFIDAVIT)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. FLORIDA EAST COAST INDUSTRIES, LLC, a Delaware limited liability company ("**Transferor**") is the owner of a disregarded entity, _____, a _____ (the "**Grantor**"), which disregarded entity holds certain interests in certain real property located in the _____, Florida (the "**Property**"). To inform _____ ("**Transferee**"), the transferee of certain interests in the Property, that withholding of tax is not required upon the disposition of such U.S. real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is 20-4427296;

3. Transferor is not a disregarded entity as defined in §1.1445 2(b)(2)(iii); and

4. Transferor's office address is 2855 S. LeJeune Road, 4th Floor, Coral Gables, Florida 33134.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 20___

FLORIDA EAST COAST INDUSTRIES, LLC, a Delaware limited liability company

By:_____
Name:_____
Title:_____


Orange Ave
Atlantic Ave
St Andrews Ln
707
Depot Dr
S 2nd St
Boston Ave
S Indian River Dr
N
400 ft
Google earth
© 2014 Google

City Commission Regular Meeting **13.b.**

Meeting Date: 03/06/2017

Re: Letter of Support for United for Animals

SUBJECT:

Consideration of issuing a Letter of Support for United for Animals to seek a grant for the Trap, Neuter and Return (TNR) program.

SUMMARY:

United for Animals is seeking a letter of support in their efforts to obtain a grant to initiate and implement a TNR (Trap, Neuter, Return/Release)? program within the City of Fort Pierce.

RECOMMENDATION:

Approve the letter of support

ALTERNATIVES:

Do not approve the letter of support

RESPONSIBLE STAFF:

Margaret M Arraiz, Code Compliance Manager

COORDINATED WITH:

Linda Cox, City Clerk

Attachments

Letter of support

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 02:25 PM

Form Started By: Linda Cox Started On: 03/01/2017 08:37 AM

Final Approval Date: 03/01/2017

THE SUNRISE CITY
FORT PIERCE
ANIMAL CONTROL
Florida

March 6, 2017

To Whom It May Concern,

On behalf of the City of Fort Pierce, it is my please to issue this letter in support of United for Animals in its request for funding to address the stray and feral cat populations within the City of Fort Pierce.

United for Animals and their volunteers work diligently to identify areas of the community that have excessive animal overpopulation and provide sterilization surgeries to help reduce the number of unwanted animals that must otherwise be addressed by our Animal Control Officers.

Funding from the state will enhance United for Animals ability to initiate and implement the first Trap/Neuter/Return program within the City of Fort Pierce. The City Commission of the City of Fort Pierce is fully supportive of their efforts and anticipates a successful partnership focused on reducing the number of stray and feral cats through an effective TNR program. Thank you for this opportunity to express support for and the desire to promote this endeavor.

City Commission Regular Meeting **15.a.**

Meeting Date: 03/06/2017

Re: City Manager's Report

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

City Manager's Report

Form Review

Inbox	Reviewed By	Date
City Manager		
City Manager		
Form Started By: Jennifer Robinson		Started On: 02/17/2017 03:01 PM