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

CITY COMMISSION AGENDA

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

1. **CALL TO ORDER**

2. **OPENING PRAYER**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

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

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   a. Email from Rod Robertson expressing his appreciation of the coordination and cooperation of City departments for the success of the Farmer's Market, free Seafood Festival and free Sunday music event all hosted downtown on the same weekend.

   b. ActiveCaptain 5 star review of the City Marina's excellent customer service and convenient location within walking distance of the Sunrise Theatre, great food and Farmer's Market.

   c. Email from Scott Franzen in appreciation of the caring, compassion and professionalism of the staff at the City Marina during the reservation process of his towed boat.

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 Michael Lewis, owner of Just You Custom Designs in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.

b. Approve the purchase of one (1) Power Edge R730 Server from Dell Computers, Rock Round, TX, piggyback State Contract #WN08AGW, Agreement #43211500-WSCA-15-ACS, in the amount not to exceed $29,629.31.

c. Approve the purchase of one (1) Exchange Server (Power Edge R730) and one hundred and forty-seven (147) licenses from Dell Computers, Round Rock, TX, piggyback State Contract #WN08AGW, Agreement #43211500-WSCA-15-ACS, in the amount not to exceed $18,462.79.

d. Approve the purchase of two (2) Managed Switches ($6,755.00) and three (3) Storage Area Network Servers ($8,055.00), piggyback U.S. Communities IT Products & Service Contract #4400006644 from Insight Public Sector, Tempe, AZ, in the amount not to exceed $14,810.00.

e. Request approval to piggyback Charlotte County Bid No. 2015000418 to lease twenty (20) patrol vehicles; thirteen (13) Ford Interceptor Sport Utility Vehicles for Patrol Officers, four (4) Ford Interceptor Sport Utility Vehicles for Patrol Supervisors, three (3) Ford Interceptor Sport Utility Vehicles for Crime Prevention from Bartow Ford, Bartow, FL, in the amount not to exceed $723,765.50.

f. Approve the following contributions: $1,000 to the 31st National Conference on Preventing Crime in the Black Community through the Derrick Brooks Foundation, $1,000 to the In the Image of Christ, Incorporated, $1,000 to the National Organization of Parents of Murdered Children Incorporated, $500 to the Roundtable of St. Lucie County, $1,000 to Creating Tomorrow's Leaders, $2,500 to the Boys & Girls Clubs of St. Lucie County, and $10,000 to the Fort Pierce Athletic League ($5,000 for the Ball and $5,000 for Dancing with Pal) from the Law Enforcement Trust Fund.

g. Request permission to submit and accept grant application for N 17th Street Improvements Orange Ave to Avenue D (Drainage Improvements) from Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Hermine (FEMA-4280-DR-FL).

h. Approval of Specific Authorization No. 1 Permitting Services to Tetra Tech of Stuart FL. in the amount of $16,411.00.

i. Approval of an Interlocal Agreement between the City of Fort Pierce and St. Lucie County for the lease of office space in the Fort Pierce Parking Garage for the utilization of the Guardian ad Litem Program.

j. Approve Subordination of City Utility Interest Agreements between the City of Fort Pierce and Florida Department of Transportation needed for the Kings Highway Road Widening Project.

11. **PUBLIC HEARINGS**

A. **Quasi-Judicial Hearings**

1. Ordinance 17-011 Amending the Zoning Atlas of the City of Fort Pierce to rezone property located at 900 Avenue O from General Recreational Open Space (OS-1) to General Commercial Zone (C-3) SECOND READING

2. Ordinance 17-013 Amending the Zoning Atlas of the City of Fort Pierce to rezone property located at 1000 - 1190 Avenue O from Single-family Moderate Density (R-3) to General Commercial (C-3) & Neighborhood Commercial (C-2) SECOND READING

B. **Legislative Hearings**

1. Ordinance 17-010 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located at 900 Avenue O from COS, Conservation Open Space to GC, General Commercial. SECOND READING

2. Ordinance 17-012 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located between 1000 - 1190 Avenue O from Low Density Residential (RL) to General Commercial (GC) & Neighborhood Commercial (NC) . SECOND READING

3. Ordinance 17-014: Abandoning an unopened segment of North Tenth Street right-of-way, between Avenue M & O upon payment of appraised value in the amount of $3,144. SECOND READING

4. Ordinance 17-015 Eliminating Participation by Uncertified Alternate Board Members. SECOND READING

5. Ordinance 17-016 Eliminating Compensation for Members of City Appointed Boards. SECOND READING

6. Ordinance 17-017 Abolishing the Code Enforcement Board. FIRST READING

7. Ordinance 17-018 Amending Chapter 4 - Animals, creating a definition of Community Cats and providing to exemption. SECOND READING.

12. **MISCELLANEOUS REPORTS & REQUESTS**

a. Update on Fisherman's Wharf Plan - Joint County - City Planning Grant through DEO - Leslie Olson

13. **CITY COMMISSION**

a. Presentation and acceptance of City Audit on all funds for fiscal year ended September 30, 2016, as prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A.

b. Resolution 17-R15 authorizing the sale of 505 N 7th Street.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the

introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting **5.a.**

Meeting Date: 04/17/2017

Re: Approval of minutes from the April 3, 2017 regular meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

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

Attachments

04.03.2017 Minutes

Form Review

Form Started By: Caleta Scott Started On: 04/10/2017 02:35 PM

Final Approval Date: 04/10/2017

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 MONDAY, APRIL 3, 2017.

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

2. OPENING PRAYER - Pastor Craig Cramer, Westside 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

Absent: Commissioner Reginald Sessions

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

Commissioner Sessions arrived at 6:33 p.m.

5. APPROVAL OF MINUTES

a. Approval of minutes from the March 20, 2017 regular meeting.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve minutes from the March 20, 2017 regular meeting.

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

Passed

6. **PROCLAMATIONS**

a. Mayor Hudson issued a proclamation declaring April 2017 as Guardian ad Litem Month.

b. Mayor Hudson issued a proclamation declaring April 10, 2017 as Gopher Tortoise Day.

c. Mayor Hudson issued a proclamation declaring April 2017 as Earth Month.

d. Mayor Hudson issued a proclamation declaring April 2017 as Water Conservation Month.

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

a. Email from Douglas Baber, Human Resources Manager, St. Lucie County, expressing his appreciation of the assistance provided by Mike Reals, Public Works Manager at Rotary Park for St. Lucie County's annual employee picnic.

b. Letter from Jeremiah K. Johnson thanking Mike Reals, Director of Public Works, and his department for their assistance and efforts that contributed to the success of the Pistia cleanup at Moore's Creek on February 11, 2017.

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**

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

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

Passed

10. CONSENT AGENDA

a. Request from the Roundtable of St. Lucie County for $12,000 for the funding of the Kids at Hope Mentorship Program & Preventing Crime in the Black Community National Conference Proposal.

b. Approval of Alarm Ordinance Management and Mutual Cooperation Agreement with the Public Safety Corporation.

c. Approve grant award for Willie Lewis, III, owner of Vandal Athletic Gear, in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.

d. Waive interest, penalties, and administrative fees in the amount of $196.60 associated with lot clearing redevelopment lien against 438 N 11th Street, Fort Pierce, FL, Parcel ID Number 2409-501-0180-000-4 previously owned by Clifford Livingston, Palmetto, FL 34221, currently owned by Tax Lien Strategies LP, 940 Centre Circle, Suite 2005, Altamonte Springs, FL 32714 contingent upon payment of $53.00.

e. Waive interest, penalties, and administrative fees in the amount of $5,787.58 associated with lot clearing lien against 438 N 11th Street, Fort Pierce, FL, Parcel ID Number 2409-501-0180-000-4 previously owned by Clifford Livingston, Palmetto, FL 34221, currently owned by Tax Lien Strategies LP, 940 Centre Circle, Suite 2005, Altamonte Springs, FL 32714 contingent upon payment of $1,109.92.

f. Approval of travel expenses in the amount of $683.39 for Mayor Linda Hudson to attend the National Conference on Preventing Crime in the Black Community on May 31 - June 2, 2017 in Orlando, Florida.

g. Approval of travel expenses in the amount of $683.39 for Commissioner Sessions to attend the National Conference on Preventing Crime in the Black Community on May 31 - June 2, 2017 in Orlando, Florida.

h. Approval of travel expenses in the amount of $683.39 for Commissioner Alexander to attend the National Conference on Preventing Crime in the Black Community on May 31 - June 2, 2017 in Orlando, Florida.

i. Approval to spend $16,081.18 to replace engine wiring harness and chassis wiring harness due to fire damage on Solid Waste Front Loader Vehicle #24-018.

j. Approval of Interlocal Agreement Between the City of Fort Pierce and St. Lucie County Building Departments to Share Certified Building Inspectors.

k. Approval of a two (2) year extension of a Site Plan and Conditional Use Approval, with conditions, for Indian River Villas located at 401 & 411 South Indian River Drive until April 2, 2019.

Commissioner Perona requested to pull item **10k**.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve items **10a, 10b, 10c, 10d, 10e, 10f, 10g, 10h, 10i** and **10j.**

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

Passed

As to item **10k**, Commissioner Perona stated that the Code of Ordinances states that there must be a good cause for the extension. He feels the request did not provide good cause. Rebecca Grohall, Planning Manager, said that the applicant is working with the FDEP permits are in process, which is the first arm of their project; many of the processes are intertwined.

Rick Reed, applicant representative, advised that they are working with the Army Corps of Engineers and FDEP to get proper permitting. He would like to get the project going as soon as possible. The two year request comes from Staff recommendation because of the scope of work.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item **10k**.

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

Passed

11. PUBLIC HEARINGS

a. Quasi-Judicial Hearings

1. Review and Approval of an application for Site Plan & Design Review, submitted by property owners, NNN/1031 #16 Jenkins LLC, and applicant, Kristen Ferretti of Corporate Property Services, to construct a new 4,989 sq. ft. Chick-fil-a restaurant with drive-thru service at 5560 Okeechobee Road, Fort Pierce, FL. The properties are zoned General Commercial, C-3 zone. (Parcel IDs: 2419-603-0002-000-7 & 2419-603-0005-000-8.)

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

Mayor Hudson opened the public hearing.

Bill Fetworth, applicant representative, was available for questions. Commissioner Johnson inquired about dumpster access. Mr. Fetworth stated that Chik-fil-a corporate prefers the dumpsters away from the drive thru and outdoor eating area.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve item **11a1.**

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

Passed

2. Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners and Applicants; Robert & Deborah Sacks to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 655 Hernando Street, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-503-0026-020-5).

   Vennis Gilmore, Planning Analyst, gave a brief presentation and was available for questions. The applicant has changed the length of stay for her vacation rental from less than 30 days to less than six (6) months. Commission discussion included the change in application status and reasons for Planning Board denial.

   Mayor Hudson opened the public hearing.
   Robin Debarry, applicant representative, spoke in support.
   Jim Flynn mentioned his concerns.
   Seeing no one else, Mayor Hudson closed the public hearing.

   Jim Messer, City Attorney, stated that State law preempts a municipalities' authority to regulate the duration and/or frequency of stay, however, a municipality can impose certain requirements that relate to occupancy, parking, licensing and advertisement.

   Further Commission discussion included the Commission's ability to take away the approval if conditions of approval are violated, the definition of a property manager and sending the application back to the Planning Board with the updated information.

   Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to send the application back to the Planning Board requesting reasons for approval or denial and tasking Staff to define property manager in a manner consistent with previous Commission discussion.

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

   NAY: Commissioner Rufus Alexander

   Passed

3. Review and approval of an application for a Conditional Use with No New Construction, submitted by the Applicant; Joanne Albarelli to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 408 S. Ocean Drive, Unit B, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-502-0004-020-2).

   Vennis Gilmore, Planning Analyst, gave a brief presentation and was available for questions.

   Commission discussion included ADA accessibility and having the City Attorney's office advise the Planning Board to review applications using the same considerations as the City Commission.

Mayor Hudson opened the public hearing.
Joanne Abarelli, applicant representative, read a letter from the property owner.
Commissioner Perona inquired about HOA prohibitions to vacation rentals and requests staff research the ADA compliance in question.
Seeing no one else, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item **11a3** with the following staff conditions:

1) The applicant identifies the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
3) Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;
4) Installation of one (1) handicap space per City Code Section 22-60 Off-Street Parking and Loading;
5) The applicant files for and obtains State of Florida, St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.

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

Passed

4. Application submitted by Sweetie's Diner, LLC is requesting to secure a 2COP – Beer and Wine License to offer sale of alcohol, at 2625 S. US Highway 1, Fort Pierce, Florida; for consumption on premises. The sale or distribution of alcoholic beverages for consumption on premises requires a variance from Sec. 3-7 and Sec. 3-14 to operate within 1,600 feet of a church, school or other licensed establishments. The property is zoned C-3, General Commercial Zone (Parcel ID 2422-602-0249-000-7).

   Vennis Gilmore, Planning Analyst, gave a brief presentation and was available for questions.

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

   Commissioner Perona inquired if the 1600 feet was the norm and inquired the setbacks will cause more problems in the future.

   Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve item **11a4.**

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

   Passed

5. Ordinance 17-011 Amending the Zoning Atlas of the City of Fort Pierce to rezone property located at 900 Avenue O from General Recreational Open Space (OS-1) to General Commercial Zone (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 GENERALLY AT 900 AVENUE O FROM GENERAL AND RECREATIONAL OPEN SPACE ZONE, OS- 1, TO GENERAL COMMERCIAL ZONE, 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.

Commissioner Alexander mentioned traffic concerns and safety of the residents in the area and does not want any apartments on that land.

Mayor Hudson opened the public hearing.
Amanda Martinez, applicant representative, spoke in support and addressed concerns.
Linda Rowe opposes without a traffic light.
Brenda Robinson spoke in opposition.
Delores Johnson spoke in support.
Amanda Martinez, applicant representative, addressed traffic light concerns.
Brenda Robinson spoke about traffic light concerns.
Seeing no one else, Mayor Hudson closed the public hearing.

Commission discussion included improving the blight in the area, this type of growth being apart of the Strategic Plan, and how FDOT's current redesign projects may impact the traffic concern.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve item **11a5.**

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

Passed

6. Ordinance 17-013 Amending the Zoning Atlas of the City of Fort Pierce to rezone property located at 1000 - 1190 Avenue O from Single-family Moderate Density (R-3) to General Commercial (C-3) & Neighborhood Commercial (C-2) 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 GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM SINGLE FAMILY MODERATE DENSITY RESIDENTIAL ZONE, R-3, TO GENERAL COMMERCIAL ZONE, C-3 AND NEIGHBORHOOD COMMERCIAL ZONE, C- 2; 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 statement and was available for questions.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve item **11a6.**

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

Passed

b. Legislative Hearings

1. Ordinance No. 17-009 - Final Budget Amendment of the General Fund 2015-2016 Budget. SECOND READING

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

   AN ORDINANCE AMENDING THE 2015-16 BUDGET OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNED AS THE 2015-16 FINAL BUDGET AMENDMENT. THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND, 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 Rufus Alexander to approve item **11b1.**

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

   Passed

2. Ordinance 17-010 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located at 900 Avenue O from COS, Conservation Open Space 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 GENERALLY AT 900 AVENUE O FROM COS, CONSERVATION OPEN SPACE TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL 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 Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item **11b2.**

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

   Passed

3. Ordinance 17-012 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located between 1000 - 1190 Avenue O from Low Density Residential (RL) to General Commercial (GC) & Neighborhood Commercial (NC) . 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 GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM RL, LOW DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; AND NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL 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 Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item **11b3.**

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

   Passed

4. Ordinance 17-014: Abandoning an unopened segment of North Tenth Street right-of-way, between Avenue M & O upon payment of appraised value in the amount of $3,144. 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, ABANDONING A PORTION OF NORTH TENTH STREET RIGHT-OF-WAY, LYING SOUTH OF AVENUE O WITHIN THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

   Commission discussion included connectivity, expansion of sidewalks and shortcuts.

   Mayor Hudson opened the public hearing.
   Amanda Martinez, applicant representative, spoke in support and addressed right-of-way concerns.
   Linda Rowe inquired about abandonment and spoke in opposition.
   Mike O'Leary, applicant, spoke about responsible growth for the community.
   Seeing no one else, Mayor Hudson closed the public hearing.

   Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve item **11b4.**

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

   Passed

5. Ordinance 17-015 Eliminating Participation by Uncertified Alternate Board Members. FIRST READING

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

AN ORDINANCE AMENDING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XI, SECTION 2-201(a); ELIMINATING PARTICIPATION OF UNCERTIFIED ALTERNATE MEMBERS IN DISCUSSIONS OR DELIBERATIONS OF BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item **11b5.**

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

Passed

6. Ordinance 17-016 Eliminating Compensation for Members of City Appointed Boards. FIRST READING

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

AN ORDINANCE REPEALING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XII, SECTION 2-225; CHAPTER 5, ARTICLE II, SECTION 5-19(e); AMENDING CHAPTER 2, ARTICLE XIII, SECTION 2-243(c); CHAPTER 22, ARTICLE X, SECTION 22-147(d); ELIMINATING COMPENSATION TO BOARD MEMBERS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.
Bob Burdge spoke in opposition.
Al Bernetti spoke in support.
Seeing no one else, Mayor Hudson closed the public hearing.

Commission discussion included defining compensation versus a stipend, amending the Ordinance to include reimbursements and which boards currently receive compensation.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item **11b6** as submitted.

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

NAY: Commissioner Reginald Sessions

Passed

7. Ordinance 17-018 Amending Chapter 4 - Animals, creating a definition of Community Cats and providing to exemption. FIRST READING.

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

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 4 – ANIMALS TO ALLOW FOR COMMUNITY CATS BY AMENDING SEC. 4-1 – DEFINITIONS; SEC. 4-22 – RESTRAINT OF ANIMALS, GENERALLY; SEC. 4-50 – REGISTRATION REQUIRED; SEC. 4-72 – IMPOUNDMENT AND DISPOSITION NOT UNDER RESTRAINT, AT LARGE, AND NUISANCE ANIMALS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Peggy Arraiz, Code Compliance Manager, gave a brief update and was available for questions.

Mayor Hudson opened the public hearing.
John Parry spoke in support.
Seeing no one else, Mayor Hudson closed the public hearing.

Commissioner Johnson inquired about returning the animals to the location removed.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item **11b7.**

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

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

a. Update on the Energy Performance Savings Contract with ConEdison.

Jeff Wykoff and Steven Schwerman of ConEdison gave an update on the Energy Performance Contract highlighting energy calculations, issue resolution and methods to verify savings.

13. CITY COMMISSION

a. Consideration of the FPUA's FY 2016 Final Budget Amendment.

Clay Lindstrom, FPUA Director, and Nina Penick, Director of Financial Services, presented an overview of the FY2016 Final Budget Amendment.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to waive the 30 day period and accept the budget amendment.

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

Passed

b. Consider acceptance of the FPUA Comprehensive Annual Financial Report (CAFR) for FY2016.

Nina Penick, Director of Financial Services, gave a brief presentation and requested the Commission accept the report.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to accept the CAFR as submitted.

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

Passed

c. Resolution 17-R14 Supporting the Lake Okeechobee Regional Compact.

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, APPROVING THE CITY'S PARTICIPATION AS A PARTY TO THE LAKE OKEECHOBEE REGIONAL COMPACT AND THE COLLABORATION OF PARTIES IN DEVELOPING A LONG TERM REGIONAL ACTION PLAN DEDICATED TO SOLVING COMPLEX WATER MANAGEMENT ISSUES AND AS OTHERWISE AGREED UPON BY ALL PARTIES TO THE COMPACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson stated that this Resolution requires no financial contribution to the City. It shows that we stand with our neighbors and that we want a solution to our water problem.

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

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

Passed

14. COMMENTS FROM THE PUBLIC

Mario Wilcox

15. COMMENTS FROM THE CITY MANAGER and CITY ATTORNEY

a. City Manager's Report

Nicholas Mimms, City Manager, stated that staff visited Fort Lauderdale to meet with FDOT to discuss lighting, Ohio Avenue realignment and pedestrian access, which could provide significant cost savings. The Florida Animal Grant has been submitted nd Keep Fort Pierce Beautiful was a great event with 197 volunteers that helped to beautify many areas throughout the City. Mr. Mimms provided the agenda items for the April 10 Conference Agenda and announced the April 18 Public Workshop on the Harbour Pointe RFP.

James Messer, City Attorney, spoke about the quasi-judicial hearings and provided an example from tonight's meeting and suggests granting conditional use for one year, requiring renewals, for the vacation rental hearings.

16. COMMENTS FROM THE COMMISSION

Commissioner Perona stated that cleanup was fun and the Oyster Festival was fun, he is happy to see everyone taking advantage of our assets.

Commissioner Sessions enjoyed the Oyster Festival and volunteered shucking oysters. It is one of the biggest festivals we have that was well attended by surrounding cities.

Commissioner Johnson thanked the volunteers that came out to the Keep Fort Pierce Beautiful cleanup efforts. He requested an update on downtown parking enforcement efforts.

Commissioner Alexander regrets he is not off on weekends to attend events.

Mayor Hudson mentioned the new movie house at Sabal Palm, requested information on the Marina proceeds and thanked the Garden Club for their refreshments at Keep Fort Pierce Beautiful.

17. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 10:50 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 04/17/2017

Re: Email from Rod Robertson

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Rod Robertson expressing his appreciation of the coordination and cooperation of City departments for the success of the Farmer's Market, free Seafood Festival and free Sunday music event all hosted downtown on the same weekend.

Attachments

Email from Rod Robertson

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/10/2017 08:09 AM
City Manager	Nick Mimms	04/10/2017 08:11 AM

Form Started By: Jennifer Robinson Started On: 03/27/2017 09:37 AM

Final Approval Date: 04/10/2017

To: Jennifer D Robinson/cfp@cfp,
Cc: Shyanne Helms/cfp@cfp,
Bcc:
Subject: Fw: Music Venue
From: Nicholas Mimms/cfp - Friday 03/24/2017 07:29 AM

History: This message has been replied to.

From: Rodney Robertson <intownthistledown@yahoo.com>
To: Shyanne Helms <shelms@city-ftpierce.com>
Date: 03/20/2017 10:14 AM
Subject: Music Venue

Good morning. I trust you had a pleasant and warmer weekend.

Fort Pierce continues to come up with innovative ways to bring good press and people to the Sun Rise City. This weekend, in addition to the extremely popular farmers market, there was a free seafood festival on Saturday and a free music afternoon on Sunday. I know that the city did not put these on, but they could not have happened or been as successful without coordination and cooperation with city management and departments. We'll done.

Rod Robertson
207 615 2993

Sent from Yahoo Mail on Android

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

Meeting Date: 04/17/2017

Re: ActiveCaptain Review Email

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

ActiveCaptain 5 star review of the City Marina's excellent customer service and convenient location within walking distance of the Sunrise Theatre, great food and Farmer's Market.

Attachments

ActiveCaptain Review Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/10/2017 08:10 AM
City Manager	Nick Mimms	04/10/2017 08:11 AM

Form Started By: Jennifer Robinson Started On: 03/27/2017 10:21 AM

Final Approval Date: 04/10/2017

To: Jennifer D Robinson/cfp@cfp,
Cc:
Bcc:
Subject: Fw: Fort Pierce City Marina has received a new review on ActiveCaptain...
From: Nicholas Mimms/cfp - Monday 03/27/2017 08:59 AM

From: reviews@activecaptain.com
To: fpcmdean@city-ftpierce.com
Date: 03/24/2017 02:36 PM
Subject: Fort Pierce City Marina has received a new review on ActiveCaptain...

*** ActiveCaptain Partner Review Email ***

Fort Pierce City Marina (marina) received a new 5 star review and now has a total of 171 reviews.

Direct link to marker:
https://activecaptain.com/X.php?lat=27.4506405875887&lon=-80.3222623571472

Captain: Crappy (433)

Title of review

Great place to spend a few days or more

Body of review

We recently spent 3 months here. Had planned to go further south, but decided against the higher prices, heat and humidity of that option. The whole marina staff was excellent our entire stay. Very accomodating and friendly people. Ft Pierce is a wonderful city with something going on all the time. Big name entertainment at the Sunrise Theater, great food and pretty much everything else you need is within walking distance. The marina itself is very nice, well maintained, with a park-like setting and the Farmer's Market there twice a week. Just can't say enough good stuff about this facility and its people. We'll be back in the fall for sure.

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

Meeting Date: 04/17/2017

Re: Email from Scott Franzen

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Scott Franzen in appreciation of the caring, compassion and professionalism of the staff at the City Marina during the reservation process of his towed boat.

Attachments

Email from Scott Franzen

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/10/2017 08:09 AM
City Manager	Nick Mimms	04/10/2017 08:12 AM

Form Started By: Jennifer Robinson Started On: 04/05/2017 11:40 AM

Final Approval Date: 04/10/2017

To: Jennifer D Robinson/cfp@cfp,
Cc: fpcmdean@city-ftpierce.com,
Bcc:
Subject: Fw: Re: Fw: Customer Service
From: Nicholas Mimms/cfp - Monday 04/03/2017 04:24 PM

History: This message has been replied to.

From: Scott Franzen <kasakaya@yahoo.com>

To: <FPCM@city-ftpierce.com>

Date: 04/01/2017 04:05 PM

Subject: Customer Service

Hats off to the men and women that work at the Fort Pierce City Marina. Nothing but caring, compassion, professionalism.

All through the process of the application/reservation to our arrival today (which was under tow by Sea Tow). Everyone went out of their way to ensure we were OK and settled in our berth.

I look forward to our long term stay with such fine individuals.

Thank you very much,
Scott Franzen

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

Meeting Date: 04/17/2017

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Michael Lewis, owner of Just You Custom Designs in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.

SUMMARY:

2016-2017 CDBG allocates funding for small businesses that attend 2 educational workshops to purchase items to improve capacity & sustainability. Mr. Lewis attended workshops 11/16/16 and 2/15/17 & has applied for a grant to purchase equipment for his business Just You Custom Designs.

RECOMMENDATION:

Approve grant award for Mr. Lewis to purchase equipment for his business Just You Custom Designs.

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

Just You - Grant App

Just You - Grant Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/10/2017 08:10 AM

Form Started By: Libby Woodruff
Started On: 03/29/2017 09:07 AM
Final Approval Date: 04/10/2017

EXHIBIT A

Phase I - 2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Just you custom designs

Physical Address: 163 Westglen Drive, Ft. Pierce FL 34981

Mailing Address: 7508 Hibiscus Road

Website Address: Justyou custom designs.com

Contact Person: Michael Lewis Title: Owner

Best Contact Telephone Number #(772) 359-2599

Amount of Grant Requested: $ 3000

==========

Business Owner Signature:

Printed Name of Business Owner: Michael Lewis

Owner Telephone Number: (772)359-2599 Email: justyou custom designs@gmail

==========

1. Please describe what would you like to purchase with the grant funds. I would like to purchase equipment to assist me in providing more professional work. The equipment includes an updated laptop, a cricut (more professional images) etc...

2. Please explain why you feel this purchase will help your business. I believe the more professional your image is and your work, clients are more likely to purchase from you.

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.

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
JUSTYOUCUSTOMDESIGNS, LLC 7508 HIBISCUS RD FT PIERCE FL 34951	JUSTYOUCUSTOMDESIGNS, LLC

Business Location*: 163 WESTGLEN DR

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

Date Issued	Expiration Date	Control Number
March 16, 2017	September 30, 2017	0046342

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

BTR #	Classification	Restrictions
17-00028902	COMPUTER SERVICE	HOME OCC - COMPLY W/ SEC 22-63 (INTERNET SALES)

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

Tax Amount	$89.13
New/Renewal Fee	$15.00
Penalty	$0.00
Total	$0.00

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

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

THE SUNRISE CITY FORT PIERCE Florida

Detail by Entity Name

Florida Limited Liability Company
JUSTYOUCUSTOMDESIGNS, LLC

Filing Information

Document Number	L16000223581
FEI/EIN Number	NONE
Date Filed	12/09/2016
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/21/2017
Event Effective Date	NONE

Principal Address

163 WESTGLEN DRIVE
FORT PIERCE, FL 34981

Changed: 03/15/2017

Mailing Address

7508 HIBISCUS ROAD
FORT PIERCE, FL 34951

Registered Agent Name & Address

LEWIS, MARY W
7508 HIBISCUS RD
FT PIERCE, FL 34951

Name Changed: 02/21/2017

Address Changed: 02/21/2017

Authorized Person(s) Detail

Name & Address

Title AMBR

LEWIS, MICHAEL A
7508 HIBISCUS ROAD
FORT PIERCE, FL 34951

Title AMBR

This grant will allow me to create work that is more on a professional level. I will use this grant to purchase some of the necessary equipment which includes, but is not limited to, a sony vaio laptop, a sublimation printer, a Wacom cintiq (which allows me to create imagery for my clients), etc... The equipment needed is more than $3000, however, this grant will start me in the right direction of becoming more of a professional in my industry.

Thank you,

Michael Lewis

To Whom It May Concern,

Just for you is a home based business and does not employ more than 5 employees. If you need additional information, please do not hesitate to contact me.

Sincerely,

Michael Lewis

amazonsmile

Checkout (1 item)

1 Shipping address Change

MICHAEL LEWIS
163 WESTGLEN DR
FORT PIERCE, FL 34981-4446

2 Payment method Change

Amazon.com Store Card ending in 3789
12 Month Special Financing
Billing address: Michael Lewis, 163 WESTGLEN DR,

Add a gift card or promotion code

Enter code | Apply

3 Review items and shipping

Want to save time on your next order and go directly to this step when checking out?
☐ Check this box to save your delivery and billing preferences.

Guaranteed delivery date: Mar. 20, 2017 If you order in the next 20 minutes and 24 seconds (Details)
Items shipped from DataVision Computer Video

VAIO Z Canvas 12.3-Inch Laptop (Core i7 Quad Core, 8 GB RAM, 256 GB SSD, Windows 10 Pro)
$1,599.00
Qty: 1
Sold by: DataVision Computer Video
Only 2 left in stock.
Gift options not available.

Choose a delivery option:
◉ **Monday, Mar. 20**
FREE Two-Day Shipping
○ **Mar. 22-24**
FREE Standard Shipping
○ **Mar. 23-29**
FREE Economy Shipping

Place your order

Order total: $1,599.00
By placing your order, you agree to Amazon.com's privacy notice and conditions of use.

*Why has sales tax been applied? See tax and seller information.

Need help? Check our Help pages or contact us

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Important information about sales tax you may owe in your state

You may return new, unopened merchandise in original condition within 30 days of delivery. Exceptions and restrictions apply. See Amazon.com's Returns Policy.

Need to add more items to your order? Continue shopping on the Amazon.com homepage.

Place your order

By placing your order, you agree to Amazon's privacy notice and conditions of use.

Order Summary

Items:	$1,599.00
Shipping & handling:	$0.00
Total before tax:	$1,599.00
Estimated tax to be collected:*	$0.00
Order total:	**$1,599.00**

Supporting: American Diabetes Association, Inc.

Your Amazon.com Store Card purchase qualifies for the following promotion: No interest if paid in full within 12 months. If the promotional balance is not paid in full within 12 months, interest will be imposed from the transaction date at a variable APR of 26.49%. APR will vary with the market based on the Prime Rate. If you do not want Special Financing, select 'Change' next to Payment Method. To Print/Save terms click here.

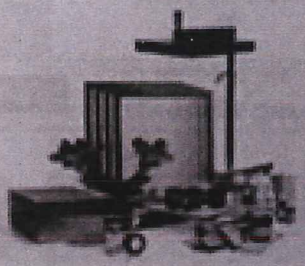
How are shipping costs calculated?

Why didn't I qualify for Prime Shipping?

Search by Product Name or Brand

Shopping Cart
1 Product, 1 Item

Proceed to Checkout



(/semi-pro-4-color-screen-printing-kit_2)

SEMI-PRO 4 COLOR SCREEN PRINTING KIT (/SEMI-PRO-4-COLOR-SCREEN-PRINTING-KIT_2)

$1,399.99

SKU: PKIN-SEMI-PRO

Quantity:

- 1 +

Amount: $1,399.99

Ships in 7-10 Business Days

Edit (/semi-pro-4-color-screen-printing-kit_2?cartitemid=item17887set1175954)

Order Summary

SUBTOTAL 1 ITEM	**$1,399.99**
Tax	$0.00
ESTIMATED TOTAL	**$1,399.99**

Proceed to Checkout

Certificate of Completion

This Certificate is Presented to:

Michael Lewis (Attendee Name)

Just You Custom Designs (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:

Michael Lewis (Attendee Name)

Just You Custom Designs (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

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 **JUST YOU CUSTOM DESIGNS, LLC,** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any equipment purchases over $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: **JUST YOU CUSTOM DESIGNS, LLC**

By: _____
Michael Lewis

Print: _____

Title: **Owner**

Today's Date: _____

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

Meeting Date: 04/17/2017

Re: Allegany Franciscan Ministries Grant: Dell Server Purchase, Bid No. 2017-001

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

SUBJECT:

Approve the purchase of one (1) Power Edge R730 Server from Dell Computers, Rock Round, TX, piggyback State Contract #WN08AGW, Agreement #43211500-WSCA-15-ACS, in the amount not to exceed $29,629.31.

SUMMARY:

The Police Department requests approval to purchase (1) Dell Power Edge R730 Server, which will be used to support the Security Camera equipment. The server will operate and provide the necessary storage capabilities for the security camera systems provided throughout the Lincoln Park Community that have been victimized by illegal activity around the community.

RECOMMENDATION:

Approval of this request.

ALTERNATIVES:

The alternative is to deny this purchase request.

RESPONSIBLE STAFF:

Frank J. Amandro, Deputy Chief

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	001.6000.513.6410
Amount:	29,629.31

FISCAL IMPACT:

The funding for this purchase is coming from the Allegany Franciscan Ministries Grant, Project Code: AMF16. The coding for the purchase should be 001.6000.513.6410.

Attachments

Dell Camera Server

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	04/06/2017 03:38 PM
Finance Department	Johnna Morris	04/07/2017 10:49 AM
City Manager	Nick Mimms	04/10/2017 08:24 AM

Form Started By: Frank Amandro Started On: 03/31/2017 02:51 PM

Final Approval Date: 04/10/2017

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

DATE: 3/27/2017

VENDOR:		**Department/Division**
Dell Computers		SOB/Tech Services
		Account Number
One Dell Way Mail Stop 8129 Round Rock, Tx 78682		**001.6000.513.6410**
	Project Code	**Needed For**
	AFM16	Allegany Grant

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

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
1	EA	Power Edge R730 Server	210-AXCU	$10,727.85	$10,727.85
1	EA	Power Edge R730 Server	210-AXCU	$8,816.65	$8,816.65
1	EA	2X Dell SAS 12 GBPS Customer Kit/Support	405-AAGT	$312.00	$312.00
1	EA	Powervault MD 3400	210-ACCG	$9,095.04	$9,095.04
1	EA	4TB 7.2K RPM NLSAS 12GBPS Hard Drive	400-ALRT	$398.99	$398.99
2	EA	500G 7.2 RPM SATA 3GBPS 3.5IN Hard Drive	400-AIEE	$139.39	$278.78
		* Dell Quote Numbers - 3000006273255.3			
		3000006388835.30			
		3000006224284.30			
		3000006272247.40			
				Total	$29,629.31

REMARKS:

Attention- Trace Lockmiller

*** State Contract Purchase - Contract Code WN08AGW**
*** Agreement # - 43211500-WSCA-15-ACS**
*** GRANT PURCHASE - Grant Title: Allegany - Restoring the...**
*** Grant Project Code - AFM16**

Contact Information:
Anthony Maynard, Grant Coordinator
772.467.6812
772.467.2005
amayanrd@fppd.org

Requested By: Laurie Aguila

Approved By:

Approved Date: 4/03/17

Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$10,727.85

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000006273255.3	Mar. 16, 2017	Mar. 31, 2017	13575789

Company name:	Customer number:	Phone:
FT PIERCE POLICE DEPT	24588867	(772) 461-3820

Sales rep information:
Trace Lockmiller
Trace_Lockmiller@Dell.com
(800) 456-3355
Ext: 5131101

Bill to:
FT PIERCE POLICE DEPT
920 SOUTH US1
FORT PIERCE
FL 34950
US
(772) 461-3820

Pricing Summary

Item	Qty	Unit price	Subtotal
PowerEdge R730	1	$10,727.85	$10,727.85

DBC as low as $322.00/ month^

Subtotal:	$10,727.85
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$10,727.85
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$10,727.85**

Lease Products*

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Months	Finance Lease	Fair Market Value (FMV)
60	$225.77	NA
48	$271.35	$264.20
36	$351.58	$313.56
24	$518.62	$428.41
12	$989.84	$860.10

Consult your DFS rep. Special lease pricing may be available.

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Dear Customer,

Please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.
Regards,
Trace Lockmiller
Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
SGT BAUBLITZ	(772) 461-3820	Standard Ground	920 SOUTH US1 FORT PIERCE FL 34950 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R730	1	$10,727.85	$10,727.85
	Estimated Delivery Date: Mar. 29 - Apr. 6, 2017			
	Contract Code: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
210-ACXU	PowerEdge R730 Server	1	-	-
329-BCZK	PE R730/xd Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
350-BBEO	Chassis with up to 8, 3.5" Hard Drives	1	-	-
340-AKKB	PowerEdge R730 Shipping	1	-	-
338-BFFQ	Intel Xeon E5-2643 v3 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2133MHz	1	-	-
374-BBGX	Intel Xeon E5-2643 v3 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2133MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBJY	RAID 1+RAID 1 for H330/H730/H730P (2 + 2 HDDs or SSDs)	1	-	-
405-AAEG	PERC H730 Integrated RAID Controller, 1GB Cache	1	-	-
540-BBBZ	QLogic 57800 2x10Gb BT + 2x1Gb BT Network Daughter Card	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
429-AAPS	DVD+/-RW, SATA, Internal	1	-	-
350-BBEJ	Bezel	1	-	-

770-BBBQ	ReadyRails Sliding Rails Without Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-	-
631-AAJG	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd	1	-	-
634-BILL	Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL	1	-	-
634-BILD	Windows Server 2016 Standard,16CORE,Media Kit	1	-	-
634-BJCP	Microsoft SQL Server 2016 Standard,OEM, Includes 5 USER CALs, NFI, ENGLISH	1	-	-
800-BBDM	UEFI BIOS	1	-	-
332-1286	US Order	1	-	-
330-BBCO	R730/xd PCIe Riser 2, Center	1	-	-
330-BBCQ	R730 PCIe Riser 3, Left	1	-	-
330-BBCR	R730/xd PCIe Riser 1, Right	1	-	-
976-8706	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-8707	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	1	-	-
976-8708	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	4	-	-
400-AIEC	500GB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive,13G	4	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-
634-BILK	MS2016 Standard Edition, Additional License, 2 CORE,NO MEDIA/KEY	4	-	-

Subtotal:	$10,727.85
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$10,727.85**

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Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

***Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size $500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$677.77

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000006388835.3	Mar. 16, 2017	Mar. 31, 2017	13575789

Company name:	Customer number:	Phone:
FT PIERCE POLICE DEPT	24588867	(772) 461-3820

Sales rep information:
Trace Lockmiller
Trace_Lockmiller@Dell.com
(800) 456-3355
Ext: 5131101

Bill to:
FT PIERCE POLICE DEPT
920 SOUTH US1
FORT PIERCE
FL 34950
US
(772) 461-3820

Pricing Summary

Item	Qty	Unit price	Subtotal
500GB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive,13G,CusKit	2	$139.39	$278.78
4TB 7.2K RPM NLSAS 12Gbps 512n 3.5in Hot-plug Hard Drive,CusKit	1	$398.99	$398.99

DBC as low as $21.00/ month^

Subtotal:	$677.77
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$677.77
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$677.77**

Lease Products*

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Months	Finance Lease	Fair Market Value (FMV)
60	$15.73	NA
48	$18.91	$18.45
36	$24.50	$22.11
24	$36.14	$30.43
12	$68.97	$61.10

Consult your DFS rep. Special lease pricing may be available.

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Dear Customer,

Please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.
Regards,
Trace Lockmiller
Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:
SGT BAUBLITZ

Shipping phone:
(772) 461-3820

Shipping via:
Standard Ground

Shipping Address:
920 SOUTH US1
FORT PIERCE
FL 34950
US

SKU	Description	Qty	Unit Price	Subtotal
	500GB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive,13G,CusKit	2	$139.39	$278.78
	Estimated Delivery Date: Mar. 24 - Mar. 30, 2017			
	Contract Code: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
400-AIEE	500GB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive,13G,CusKit	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
	4TB 7.2K RPM NLSAS 12Gbps 512n 3.5in Hot-plug Hard Drive,CusKit	1	$398.99	$398.99
	Estimated Delivery Date: Mar. 24 - Mar. 30, 2017			
	Contract Code: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
400-ALRT	4TB 7.2K RPM NLSAS 12Gbps 512n 3.5in Hot-plug Hard Drive,CusKit	1	-	-

Subtotal:	$677.77
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$677.77**

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If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

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If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

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OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

***Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size $500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$9,407.04

Quote number:	Quote date:	Quote expiration:	Solution ID:	Deal ID:
3000006224284.3	Mar. 16, 2017	Mar. 31, 2017	7641231	13575789

Company name:	Customer number:	Phone:
FT PIERCE POLICE DEPT	24588867	(772) 461-3820

Sales rep information:
Trace Lockmiller
Trace_Lockmiller@Dell.com
(800) 456-3355
Ext: 5131101

Bill to:
FT PIERCE POLICE DEPT
920 SOUTH US1
FORT PIERCE
FL 34950
US
(772) 461-3820

Pricing Summary

Item	Qty	Unit price	Subtotal
PowerVault MD3400	1	$9,095.04	$9,095.04
2x Dell SAS 12Gbps HBA, Dual Port, Customer Kit - Supports 13G Servers	1	$312.00	$312.00

DBC as low as $283.00/ month^

Subtotal:	$9,407.04
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$9,407.04
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$9,407.04**

Lease Products*

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Months	Finance Lease	Fair Market Value (FMV)
60	$198.17	NA
48	$238.17	$231.90
36	$308.59	$275.25
24	$455.22	$376.11
12	$868.82	$755.09

Consult your DFS rep. Special lease pricing may be available.

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Regards,
Trace Lockmiller
Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
SGT BAUBLITZ	(772) 461-3820	Standard Ground	920 SOUTH US1 FORT PIERCE FL 34950 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerVault MD3400	1	$9,095.04	$9,095.04
	Estimated Delivery Date: Apr. 25 - May 3, 2017			
	Contract Code: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
210-ACCG	PowerVault MD3400, 12G SAS, 2U-12 drive	1	-	-
340-AIJN	SHIP,MD3400	1	-	-
403-BBFE	Controller, 12G SAS, 2U MD34xx, 8G Cache	1	-	-
403-BBFE	Controller, 12G SAS, 2U MD34xx, 8G Cache	1	-	-
470-AATT	12Gb HD-Mini to HD-Mini SAS Cable, 2M	1	-	-
470-AATT	12Gb HD-Mini to HD-Mini SAS Cable, 2M	1	-	-
470-AATT	12Gb HD-Mini to HD-Mini SAS Cable, 2M	1	-	-
470-AATT	12Gb HD-Mini to HD-Mini SAS Cable, 2M	1	-	-
325-BBFV	Bezel Assembly, MD3400	1	-	-
410-1074	No Additional Software	1	-	-
770-BBCL	ReadyRails II Static Rails for 4-post Racks	1	-	-
450-AASQ	Power Supply, AC 600W, Redundant	1	-	-
450-ADEJ	Power Supply Regulatory Label, 600W, AC	1	-	-
450-ABLK	5-15P to C13, 10 amp, 6 feet wall plug Power Cord	1	-	-
450-ABLK	5-15P to C13, 10 amp, 6 feet wall plug Power Cord	1	-	-
332-1286	US Order	1	-	-
926-8472	ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year	1	-	-
954-3485	Dell Hardware Limited Warranty Initial Year	1	-	-
954-3486	Dell Hardware Limited Warranty Extended Year(s)	1	-	-
954-3498	Pro Support : Next Business Day Onsite Service After Problem Diagnosis, Initial Year	1	-	-

954-3501	Pro Support : Next Business Day Onsite Service After Problem Diagnosis, 2Year Extended	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
900-9997	On-Site Installation Declined	1	-	-
400-ABSK	Hard Drive Blank Filler 3.5	6	-	-
400-ALRY	4TB 7.2K RPM NLSAS 512n 3.5in Hot-plug Hard Drive	6	-	-

SKU	Description	Qty	Unit Price	Subtotal
	2x Dell SAS 12Gbps HBA, Dual Port, Customer Kit - Supports 13G Servers	1	$312.00	$312.00
	Estimated Delivery Date: Apr. 28 - May 8, 2017			
	Contract Code: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
405-AAGT	2x SAS 12Gbps HBA External Controller, Full Height,CusKit	1	-	-

Subtotal:	$9,407.04
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$9,407.04**

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1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size $500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$8,816.65

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000006272247.4	Mar. 16, 2017	Mar. 31, 2017	13575789

Company name:	Customer number:	Phone:
FT PIERCE POLICE DEPT	24588867	(772) 461-3820

Sales rep information:
Trace Lockmiller
Trace_Lockmiller@Dell.com
(800) 456-3355
Ext: 5131101

Bill to:
FT PIERCE POLICE DEPT
920 SOUTH US1
FORT PIERCE
FL 34950
US
(772) 461-3820

Pricing Summary

Item	Qty	Unit price	Subtotal
PowerEdge R730	1	$8,816.65	$8,816.65

DBC as low as $265.00/ month^

Subtotal:	$8,816.65
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$8,816.65
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$8,816.65**

Lease Products*

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Months	Finance Lease	Fair Market Value (FMV)
60	$185.83	NA
48	$223.34	$217.47
36	$289.38	$258.13
24	$426.87	$352.73
12	$814.72	$708.16

Consult your DFS rep. Special lease pricing may be available.

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Regards,
Trace Lockmiller
Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
SGT BAUBLITZ	(772) 461-3820	Standard Ground	920 SOUTH US1 FORT PIERCE FL 34950 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R730	**1**	**$8,816.65**	**$8,816.65**
	Estimated Delivery Date: Mar. 29 - Apr. 6, 2017			
	Contract Code: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
210-ACXU	PowerEdge R730 Server	1	-	-
329-BCZK	PE R730/xd Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
350-BBEO	Chassis with up to 8, 3.5" Hard Drives	1	-	-
340-AKKB	PowerEdge R730 Shipping	1	-	-
338-BFFQ	Intel Xeon E5-2643 v3 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2133MHz	1	-	-
374-BBGX	Intel Xeon E5-2643 v3 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2133MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBJY	RAID 1+RAID 1 for H330/H730/H730P (2 + 2 HDDs or SSDs)	1	-	-
405-AAEG	PERC H730 Integrated RAID Controller, 1GB Cache	1	-	-
540-BBBZ	QLogic 57800 2x10Gb BT + 2x1Gb BT Network Daughter Card	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
429-AAPS	DVD+/-RW, SATA, Internal	1	-	-
350-BBEJ	Bezel	1	-	-

770-BBBQ	ReadyRails Sliding Rails Without Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-	-
631-AAJG	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd	1	-	-
634-BILL	Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL	1	-	-
634-BILD	Windows Server 2016 Standard,16CORE,Media Kit	1	-	-
800-BBDM	UEFI BIOS	1	-	-
332-1286	US Order	1	-	-
330-BBCO	R730/xd PCIe Riser 2, Center	1	-	-
330-BBCQ	R730 PCIe Riser 3, Left	1	-	-
330-BBCR	R730/xd PCIe Riser 1, Right	1	-	-
976-8706	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-8707	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	1	-	-
976-8708	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	4	-	-
400-AIEC	500GB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive,13G	4	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-
634-BILK	MS2016 Standard Edition, Additional License, 2 CORE,NO MEDIA/KEY	4	-	-

Subtotal:	$8,816.65
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$8,816.65**

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5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

PURCHASE REQUISITION NBR: 1700000360

REQUISITION BY: ANTHONY MAYNARD

STATUS: NEEDS ADDITIONAL INFO
REASON: TO PURCHASE IT COMPONENTS FOR VIDEO CAMERAS

DATE: 3/23/17

SHIP TO LOCATION: POLICE DEPT.

SUGGESTED VENDOR: 40754 DELL COMPUTER CORP.

DELIVER BY DATE: 4/15/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	2 500G 7.2 RPM SATA 3GBPS 3.5IN HARD DRIVES COMMODITY: COMPUTERS, DP & WORD PROC SUBCOMMOD: NETWORK SUPPLIES	2.00	EA	140.0000	280.00	400-AIEE
2	1 4TB 7.2K RPM NLSAS 12GBPS 512N 3.5IN HARD DRIVE COMMODITY: COMPUTERS, DP & WORD PROC SUBCOMMOD: NETWORK SUPPLIES	1.00	EA	399.0000	399.00	400-ALRT
3	1 POWERVAULT MD3400 COMMODITY: COMPUTERS, DP & WORD PROC SUBCOMMOD: NETWORK SUPPLIES	1.00	EA	9095.0000	9095.00	210-ACCG
4	1 2X DELL SAS 12GBPS HBA CUSTOMER KIT-SUPPORTS 13G COMMODITY: COMPUTERS, DP & WORD PROC SUBCOMMOD: NETWORK SUPPLIES	1.00	EA	312.0000	312.00	405-AAGT
5	1 POWEREDGE R730 SERVER COMMODITY: COMPUTERS, DP & WORD PROC SUBCOMMOD: NETWORK SUPPLIES	1.00	EA	8817.0000	8817.00	210-ACXU
6	1 POWEREDGE R730 SERVER COMMODITY: COMPUTERS, DP & WORD PROC SUBCOMMOD: NETWORK SUPPLIES	1.00	EA	10728.0000	10728.00	210-ACXU

REQUISITION TOTAL: 29631.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

THE FPPD IS PURCHASING SERVERS AND IT COMPONENTS
NEEDED FOR THE OPERATION OF THE SURVEILLANCE
CAMERAS PURCHASED ON THE ALLEGANY GRANT TO PROVIDE
DETAILED SURVEILLANCE IN HIGH CRIME AREAS.
***THIS IS A GRANT PURCHASE UNDER THE ALLEGANY
FRANCISCAN MINISTRIES 2016 AWARD***
GRANT TITLE: RESTORING THE COMMON GOOD
PROJECT CODE: AFM16
AWARD PERIOD: 2016 - 2017
POINT OF CONTACT: TRACE LOCKMILLER
DELL COMPUTERS - 800-456-3355 EXT 5131101
TRACE_LOCKMILLER@DELL.COM

PURCHASE REQUISITION NBR: 1700000360

REQUISITION BY: ANTHONY MAYNARD

STATUS: NEEDS ADDITIONAL INFO
REASON: TO PURCHASE IT COMPONENTS FOR VIDEO CAMERAS

DATE: 3/23/17

SHIP TO LOCATION: POLICE DEPT.

SUGGESTED VENDOR: 40754 DELL COMPUTER CORP.

DELIVER BY DATE: 4/15/17

REQUISITION COMMENTS:

*** THIS IS A STATE CONTRACT PURCHASE UNDER
CONTRACT CODE: WN08AGW
CUSTOMER AGREEMENT: 43211500-WSCA-15-ACS***

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

Meeting Date: 04/17/2017

Re: Edward Byrne Memorial (JAG) Grant: Exchange Server & Licenses, Bid No. 2017-001 Piggyback State Contract

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

SUBJECT:

Approve the purchase of one (1) Exchange Server (Power Edge R730) and one hundred and forty-seven (147) licenses from Dell Computers, Round Rock, TX, piggyback State Contract #WN08AGW, Agreement #43211500-WSCA-15-ACS, in the amount not to exceed $18,462.79.

SUMMARY:

The Police Department requests approval to purchase one Exchange Server (Power Edge R730) and the one hundred and forty-seven (147) licenses. The Exchange Server is a mail server that operates the police department's Active Directory system that centrally manages, routes, maintains, and backs up all of the police department's email accounts. This purchase will replace the existing five year old Exchange Server that has come to the end of its life expectancy.

RECOMMENDATION:

Approval of this request.

ALTERNATIVES:

The alternative is to transition to a Cloud Base system; however, the Police Department researched this system, which would be less cost effective.

RESPONSIBLE STAFF:

Frank J. Amandro, Deputy Chief

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	101-3005-521-6410
Amount:	$18,462.79

FISCAL IMPACT:

The funding for this purchase is coming from the 2015 Edward Byrne Memorial Justice Assistant (JAG) Grant; BJA # DJ-BX-0743.

Attachments

Exchange Server

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	04/06/2017 04:01 PM
Finance Department	Johnna Morris	04/07/2017 10:49 AM
City Manager	Nick Mimms	04/10/2017 08:24 AM
Form Started By: Frank Amandro		Started On: 03/31/2017 03:28 PM
Final Approval Date: 04/10/2017		

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

3/28/2017

VENDOR:
Dell One Dell Way Mail Stop 8129 Round Rock, Tx 78682

Department/Division
SOB / Tech Services
Account Number
101-3005-521-6410
Com. Code:
Needed For
Replace: Exchange Server and Licenses

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

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
1		PowerEdge R730 2 Core 3.4GHz, Raid 5		$8,523.14	$8,523.14
		Server 2016 Std, 64 RDIMM, 5Drives w/Hot-Plug			
		Quote #: 3000012145014.3			
		Contract Code: WN08AGW			
		Agreement No: 43211500-WSCA-15-ACS			
1		Exchange Server Licenses Std 2016		$516.95	$516.95
147		Exchange STD Per User Cal 2016		$64.10	$9,422.70
		Quote #: 1021795116826.1			
		Contract Code: WN08AGW			
		Agreement No: 43211500-WSCA-15-ACS			
				Total	$18,462.79

REMARKS:

Requested By: Laurie Aguila

Funding: 2015 Edward Byrne Memorial Justice Assistance (JAG)
BJA # DJ-BX-0743

Approved By: [signature]

Approved Date: 3/31/2017

ss/JAGGrant_2015_PO_ExchangeServer_03312017
revised 01/21/00

If over $500.00 you need three (3) quotes.
Attach quotes when submitting.

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$8,523.14

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000012145014.3	Mar. 24, 2017	Mar. 31, 2017	13575789

Company name:	Customer number:	Phone:
FT PIERCE POLICE DEPT	24588867	(772) 461-3820

Sales rep information:
Trace Lockmiller
Trace_Lockmiller@Dell.com
(800) 456-3355
Ext: 5131101

Bill to:
FT PIERCE POLICE DEPT
920 SOUTH US1
FORT PIERCE
FL 34950
US
(772) 461-3820

Pricing Summary

Item	Qty	Unit price	Subtotal
PowerEdge R730	1	$8,523.14	$8,523.14

DBC as low as $256.00/ month^

Subtotal:	$8,523.14
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$8,523.14
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$8,523.14**

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Dear Customer,

Please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.
Regards,
Trace Lockmiller
Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
LAURIE AGUILA	(772) 467-6800	Standard Ground	920 S US HIGHWAY 1 FORT PIERCE FL 34950-5175 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R730	1	$8,523.14	$8,523.14
	Estimated Delivery Date: Apr. 5 - Apr. 13, 2017			
	Contract Code: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
210-ACXU	PowerEdge R730 Server	1	-	-
329-BCZK	PE R730/xd Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
350-BBEO	Chassis with up to 8, 3.5" Hard Drives	1	-	-
340-AKKB	PowerEdge R730 Shipping	1	-	-
338-BFFQ	Intel Xeon E5-2643 v3 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2133MHz	1	-	-
374-BBGX	Intel Xeon E5-2643 v3 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2133MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBJV	RAID 5 for H330/H730/H730P (3-16 HDDs or SSDs)	1	-	-
405-AAEG	PERC H730 Integrated RAID Controller, 1GB Cache	1	-	-
540-BBBZ	QLogic 57800 2x10Gb BT + 2x1Gb BT Network Daughter	1	-	-

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	Card			
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
429-AAPS	DVD+/-RW, SATA, Internal	1	-	-
350-BBEJ	Bezel	1	-	-
770-BBBQ	ReadyRails Sliding Rails Without Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-	-
631-AAJG	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd	1	-	-
634-BILL	Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL	1	-	-
634-BILD	Windows Server 2016 Standard,16CORE,Media Kit	1	-	-
800-BBDM	UEFI BIOS	1	-	-
332-1286	US Order	1	-	-
330-BBCO	R730/xd PCIe Riser 2, Center	1	-	-
330-BBCQ	R730 PCIe Riser 3, Left	1	-	-
330-BBCR	R730/xd PCIe Riser 1, Right	1	-	-
976-8706	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-8707	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	1	-	-
976-8708	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	4	-	-
400-AIEC	500GB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive,13G	5	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-

Subtotal:	$8,523.14
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$8,523.14**

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$9,939.65

Quote number:	Quote date:	Quote expiration:
1021795116826.1	Mar. 28, 2017	Apr. 27, 2017

Company name:	Customer number:	Phone:
FT PIERCE POLICE DEPT	24588867	(772) 461-3820

Sales rep information:
Yunfei Jiang
Yunfei_Jiang@DellTeam.com
(800) 456-3355
Ext: 5138703

Bill to:
FT PIERCE POLICE DEPT
920 SOUTH US1
FORT PIERCE
FL 34950
US
(772) 461-3820

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Pricing Summary

Item	Qty	Unit price	Subtotal
VLA EXCHANGE SERVER STD 2016	1	$516.95	$516.95
VLA EXCHANGE STD PER USER CAL 2016	147	$64.10	$9,422.70

Subtotal:	$9,939.65
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$0.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$9,939.65**

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Dear Customer,

Please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.
Regards,
Yunfei Jiang
Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
LAURIE AGUILA	(772) 467-6815	DELL Standard Delivery	FT PIERCE POLICE DEPT 920 S US HIGHWAY 1 FORT PIERCE FL 34950-5106 US

SKU	Description	Qty	Unit Price	Subtotal
	VLA EXCHANGE SERVER STD 2016	1	$516.95	$516.95
	Estimated Delivery Date: Dec. 31, 2099			
	Contract Code: WN08AGW			
A8585763	VLA EXCHANGE SERVER STD 2016	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	VLA EXCHANGE STD PER USER CAL 2016	147	$64.10	$9,422.70
	Estimated Delivery Date: Dec. 31, 2099			
	Contract Code: WN08AGW			
A8585637	VLA EXCHANGE STD PER USER CAL 2016	147	-	-

Subtotal:	$9,939.65
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$9,939.65**

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

Meeting Date: 04/17/2017

Re: 2016 Edward Byrne Memorial Justice Assistance (JAG) Grant:Storage Area Network Servers

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

SUBJECT:

Approve the purchase of two (2) Managed Switches ($6,755.00) and three (3) Storage Area Network Servers ($8,055.00), piggyback U.S. Communities IT Products & Service Contract #4400006644 from Insight Public Sector, Tempe, AZ, in the amount not to exceed $14,810.00.

SUMMARY:

The Police Department requests approval to purchase two (2) Managed Switches and three (3) Storage Area Network Servers (SANS), which will replace existing Switches and SANS that have come to the end of their life expectancy. A Managed Switch enables devices in hard-to-reach, outdoor, and remote areas to interface/network with one another. A SANS simplifies information life cycle management and plays a critical role in delivering a consistent and secure data transfer infrastructure. The advantages of a SANS includes storage virtualization, high-speed disk technologies, centralization of back-ups, and dynamic fail over protection by consolidating information into one easily accessible location.

RECOMMENDATION:

Approval of this request.

ALTERNATIVES:

The alternative is to deny this purchase request.

RESPONSIBLE STAFF:

Frank J. Amandro, Deputy Chief

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 10130055216410

Amount: $14,810.00

FISCAL IMPACT:

The funding for this purchase is coming from the 2016 Edward Byrne Memorial Justice Assistance (JAG) Grant; BJA # DJ-BX-0606.

Attachments

SANS and Managed Switches

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	04/06/2017 04:10 PM
Finance Department	Johnna Morris	04/07/2017 10:49 AM
City Manager	Nick Mimms	04/10/2017 08:24 AM
Form Started By: Frank Amandro		Started On: 03/31/2017 03:50 PM
Final Approval Date: 04/10/2017		

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

3/27/2017

VENDOR:
Insight Public Sector

6820 S HARL Ave
Tempe AZ 85283-4318
Tel: 800-467-4448
Fax: 480-760-9161

Department/Division
SOB / Tech Services

Account Number
101.3005.521.6410
Com. Code:

Needed For
Replace Switches: main and sub stations
Replace: 3 Servers

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

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
2	Each	Aruba 2920-48G PoE+ - Switch managed 44 x10/100/1000 (PoE+) + 4 x combo Gigabit SFP (PoE+) - rack-mountable - PoE+ (370 W)	J9729A#ABA	$3,377.50	$6,755.00
		Quote #: 218807426			
		US Communities IT Products & Services Contract:			
		Contract # 4400006644			
3	Each	Netgear ReadyNAS 3138 RN31844E - NAS Server	RN31844E-100NES	$2,685.00	$8,055.00
		4 Bays 16 TB - rack mountable HDD 4 TB x 4 Raid 0, 1, 5, 6, 10, JBOD-Gigabit, Ethernet - iSCSI-1U			
		Quote #: 218771759			
		US Communities IT Products & Services Contract:			
		Contract # 4400006644			
				Total	$14,810.00

REMARKS:

Requested By: Laurie Aguila

Funding: 2016 Edward Byrne Memorial Justice Assistance (JAG)
BJA # DJ-BX-0606

Approved By: [signature]

Approved Date: 3/31/2017

ss/JAGGrant_2016_PO_ArubaSwtiches_03312018
revised 01/21/00

If over $500.00 you need three (3) quotes.
Attach quotes when submitting.

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

SOLD-TO PARTY 10177500

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

SHIP-TO PARTY

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

We deliver according to the following terms:

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

Quotation

Quotation Number	:	218807426
Document Date	:	22-MAR-2017
PO Number	:	
PO Release	:	
Sales Rep	:	Ricardo Pryor
Email	:	RICARDO.PRYOR@INSIGHT.COM
Telephone	:	8004674448
Sales Rep 2	:	Brian Mayer
Email	:	BRIAN.MAYER@INSIGHT.COM
Telephone	:	8004674448

PRICE QUOTE IS VALID FOR 30-DAYS

Material	Material Description	Quantity	Unit Price	Extended Price
J9729A#ABA	Aruba 2920-48G-PoE+ - Switch - managed - 44 x 10/100/1000 (PoE+) + 4 x combo Gigabit SFP (PoE+) - rack-mountable - PoE+ (370 W) U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	2	3,377.50	6,755.00

Product Subtotal	6,755.00
TAX	0.00
Total	6,755.00

PURCHASE ORDER REQUIREMENTS:
Quote Number:218807426

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

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

Sincerely,

Ricardo Pryor
8004674448
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Brian Mayer
8004674448
BRIAN.MAYER@INSIGHT.COM
Fax 4807609162

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

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

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

Thanks for choosing Insight!

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

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

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

SOLD-TO PARTY 10177500

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

SHIP-TO PARTY

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

Quotation

Quotation Number	: 218771759
Document Date	: 09-MAR-2017
PO Number	:
PO Release	:
Sales Rep	: Ricardo Pryor
Email	: RICARDO.PRYOR@INSIGHT.COM
Telephone	: 8004674448
Sales Rep 2	: Brian Mayer
Email	: BRIAN.MAYER@INSIGHT.COM
Telephone	: 8004674448

We deliver according to the following terms:

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

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

Material	Material Description	Quantity	Unit Price	Extended Price
RN31844E-100NES	NETGEAR ReadyNAS 3138 RN31844E - NAS server - 4 bays - 16 TB - rack-mountable - HDD 4 TB x 4 - RAID 0, 1, 5, 6, 10, JBOD - Gigabit Ethernet - iSCSI - 1U U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	3	2,685.00	8,055.00

Product Subtotal	8,055.00
TAX	0.00
Total	8,055.00

PURCHASE ORDER REQUIREMENTS:
Quote Number:218771759

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

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

Sincerely,

Ricardo Pryor
8004674448
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Brian Mayer
8004674448
BRIAN.MAYER@INSIGHT.COM
Fax 4807609162

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

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

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

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This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

CITY OF FORT PIERCE
Florida

Interoffice Memorandum

Police Department

"In Honor We Serve"

Diane Hobley-Burney, Chief of Police

To: John Schramm

From: Laurie Aguila

Date: 3/13/2017

Subject: Purchase Three Netgear Storage Servers

I am requesting 5 servers be replaced with 3 Netgear ReadyNas 3136 Servers.

Five of our servers, which are currently in use, are 5 to 7 years old and need to be replaced. I plan to consolidate these five servers to three of the Netgears. Two of the Netgears will be at the main station and one will be installed at the substation.

The Netgears are less expensive then Microsoft servers as the Netgears don't have an operating system. Netgears are designed more for data storage with strong permission and security features and enhanced backup features which we will be using.

Respectfully

Laurie Aguila
System Administrator

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

Meeting Date: 04/17/2017

Re: Request to Lease Twenty (20) Patrol Vehicles for the Police Department, Bid No. 2017-020

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

---

SUBJECT:

Request approval to piggyback Charlotte County Bid No. 2015000418 to lease twenty (20) patrol vehicles; thirteen (13) Ford Interceptor Sport Utility Vehicles for Patrol Officers, four (4) Ford Interceptor Sport Utility Vehicles for Patrol Supervisors, three (3) Ford Interceptor Sport Utility Vehicles for Crime Prevention from Bartow Ford, Bartow, FL, in the amount not to exceed $723,765.50.

SUMMARY:

The Police Department requests approval to lease twenty (20) new patrol vehicles. This purchase is necessary to replace current vehicles with excessive mileage, wear, and tear. This purchase requests is for thirteen (13) Ford Interceptor Sport Utility Vehicles for Patrol Officers, four (4) Ford Interceptor Sport Utility Vehicles for Patrol Supervisors, and three (3) Ford Interceptor Sport Utility Vehicles for Crime Prevention in the amount not to exceed $723,765.60. These vehicles will be purchased from Bartow Ford (Bartow, FL) through Ford Credit Municipal Finance Leasing Program. This is a five (5) year lease program with a deferred payment option until October 1, 2017. The purchase price for these vehicles was obtained from Charlotte County, FL contract Bid No. 2015000418. Charlotte County has authorized the Fort Pierce Police Department to "piggyback" their contract with Bartow Ford. Pricing includes the vehicle, lighting package, siren, and all the other necessary police equipment and designs.

RECOMMENDATION:

Staff recommends approval of this request.

ALTERNATIVES:

The alternative is to deny this request and purchase these vehicles outright.

RESPONSIBLE STAFF:

Frank J. Amandro, Deputy Chief

COORDINATED WITH:

John Schramm, Sergeant, Gelencia Carter, Purchasing Manager, and Johnna Morris, Director of Finance

---

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 001.6000.513.6440

Amount: $723,765.60

FISCAL IMPACT:

This a five year lease, with an annual payment of $159,182.11, which will be funded from the capital improvement funds.

Attachments

Lease Proposal

Piggyback Contract

Purchase Order 13 Patrol Officer

Purchase Order 4 Patrol Supervisors

Purchase Order Crime Prevention Vehicle

Purchase Order Crime Prevention Vehicle 2

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	04/06/2017 03:27 PM
Finance Department	Johnna Morris	04/07/2017 10:48 AM
City Manager	Nick Mimms	04/10/2017 08:09 AM
Form Started By: Frank Amandro		Started On: 04/04/2017 01:33 PM
Final Approval Date: 04/10/2017		

FORD CREDIT

Municipal Finance Department
1 American Road, MD 7500
Dearborn, Michigan 48126

March 15, 2017

City of Fort Pierce
Sgt. John Schramm
jschramm@fppd.org

RE: **City of Fort Pierce, FL, Quote #87294B**

Ford Credit Municipal Finance is pleased to present the following financing options for your review and consideration.

Quantity	Description	Price	
13	2017 Ford Interceptor Utility w/Light Pkg - Patrol	$37,025.58	= 481,332.54
4	2017 Ford Interceptor Utility w/Light Pkg - Sup	$34,224.58	= 136,898.32
3	2017 Ford Interceptor Utility w/Light Pkg-Crime	$34,996.58	= 104,989.74

Total Amount Financed*	Number of Payments	Payment Timing	APR	Payment Factor	Payment Amount
$723,765.60	5	Annual in Advance	4.99%	0.219936	$159,182.11

*$545.00 underwriting fee included

EXPIRATION DATE: 06/30/2017

This quotation, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

Ford Credit Municipal Finance Program

- There is no security deposit, no prepayment penalty, and no mileage penalty.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, with Ford Motor Credit Company LLC as first lien holder.
- At term end, the municipality buys the equipment for $1.

Thank you for allowing Ford Credit Municipal Finance the opportunity to provide this quotation. If you have any questions regarding the option presented, need additional options, or would like to proceed with the approval process, please contact me at (800) 241-4199, option 1.

Sincerely,

Janet Doty

Janet Doty
Marketing Coordinator
jdoty@ford.com

We look forward to assisting you as we have other customers.

"I purchase Fords through Ford Credit as an easy alternative to conventional financing. Good product, good rate, easy process, great support staff." J.J. Randall – Frankfort Park District, IL 02/15/2016

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

Fort Pierce Police Department
2016 New Vehicle Purchase

Charlotte County Contract
With Bartow Ford
And
Piggy Back Letter

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

11/12/2015

Richard Weissinger, Commerical Fleet Sales
BARTOW FORD
2800 US Hwy 98 North
Bartow, FL 33830

RE: **NOTICE OF ACCEPTANCE**

Dear Mr. Weissinger:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of your Bid No. 2015000418, Annual Contract - Vehicles, with your firm. The acceptance of your bid, properly executed by an authorized representative of the company, constitutes a binding contract.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and bid submitted by your company on October 14, 2015. Please sign and fax back to this office at 941-743-1384. Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Local Government Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect through and including September 30, 2016, with option to renew for two additional one-year terms, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Alisa L. True, CPPB, Contract Specialist, at 941-743-1549.

Yours truly,

K A Corbett

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

KAC/at

ACCEPTED:

Richard Weissinger, Commerical Fleet Sales

Date: 11/14/15

cc: File

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 5.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

11/10/2015

3 REQUESTED MOTION/ACTION

a) Approve award of Bid #15-418, Vehicles - Annual Contract, for a 3.05% discount off of Ford Factory invoice, and a 0% mark-up on dealer installed options, to Bartow Ford. Term of contract is from date of award through and including September 30, 2016; and
b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent.
This is an annual contract that allows for the purchase of Ford vehicles on an "as needed basis".

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. This item is budgeted in the vehicle replacement fund.

Financial Impact Summary Statement
Costs to be paid from the vehicle replacement fund and charged back to the departments receiving the vehicle

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract that allows for the purchase of Ford vehicles on an "as needed basis". Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest bidder (they gave the highest discount). Don Gasgarth's Charlotte County Ford, who claimed status as a local business, was within 5% of the bid submitted by Bartow Ford and was given the opportunity to submit a best and final offer. They declined to do so.

Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2015000418
VEHICLES – ANNUAL CONTRACT

It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer.

PRE-BID CONFERENCE: 10:00 a.m., OCTOBER 2, 2015
PURCHASING DIVISION CONFERENCE ROOM

BID OPENING: 2:00 p.m., OCTOBER 14, 2015
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at www.charlottecountyfl.com/purchasing under "Purchasing Bids Online", document number 154182. Any questions can be answered by contacting Alisa L. True, CPPB, Contract Specialist at 941.743.1549 or email: alisa.true@charlottecountyfl.gov.

Notice of Availability
www.charlottecountyfl.com
Posted: September 24, 2015

TECHNICAL SPECIFICATIONS & CONDITIONS
VEHICLES – ANNUAL CONTRACT
BID NO. 2015000418

TS-01 PURPOSE: It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B., to Charlotte County Fleet Management, 18000 Paulson Drive, Port Charlotte, FL 33954. The prices bid shall include all costs for all transportation, labor, materials and equipment used in supplying and delivering said materials.

Bid prices shall be considered firm from date of award through and including September 30, 2016. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

Current contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at www.charlottecountyfl.com/purchasing under "Purchasing Bids Online", Historical Catalog. Historical searches can only be executed by keying in all or part of the project title. The previous Contract number for this project is 12-420 and is entitled 'ANNUAL CONTRACT - VEHICLES '.

TS-03 DELIVERY: All bids will indicate the lead time required for the established quantities to be delivered. Successful bidder will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchases from other sources, shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Successful bidder shall notify Rick Kolar, Fleet Manager, or Dave Menges, Maintenance Control Supervisor, at a number to be provided to the awarded Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

TS-04 ESTIMATED QUANTITIES: The exact quantities for this bid cannot be determined at this time. No minimum amount is guaranteed or implied. Purchase orders will be issued on an 'as required' basis.

TS-05 SCOPE:
A. GENERAL: The vehicles to be purchased under this bid are automobiles, sport utility vehicles, passenger vans, light duty vans, light duty trucks, and light duty cab/chassis. Light duty vans, trucks, and cab/chassis cover all models up to and including Class 6 (19,501 to 37,000 lbs. GVW).

Contractors shall bid a percentage discount off of the Ford factory invoice, which shall include the vehicle base price, freight charges, and all factory production options. The invoice submitted will be verified by the County by using Kelley Blue Book's New Car Pricing. In the event of a discrepancy, the Kelley Blue Book New Car Pricing shall supersede the submitted invoice.

Charlotte County shall participate in all fleet incentives, price incentives, and/or rebates available to the bidder in addition to the percentage discount bid. Each vehicle purchased under this contract shall include as part of the base vehicle price:

- vehicle preparation costs
- delivery
- three (3) complete sets of keys

The percentage discount submitted by Bidder should take these factors into account.

From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source.

B. DEALER INSTALLED OPTIONS: Dealer installed options may include but are not limited to strobe lights, bedliners, utility bodies, and cranes. See TS-06, Criteria for Award, for the approved list of authorized manufacturers to be used for dealer installed options. Only manufacturers on this list will be accepted. The Fleet Management Division will provide the awarded bidder with updated lists of approved manufacturers for dealer installed options as needed throughout the contract period. All prospective bidders must provide a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.

Charlotte County Fleet Management will provide the awarded bidder a list of dealer installed options required for each vehicle as they are ordered. Upon request of these items, the dealer shall provide Fleet Management pricing, excluding markup, within three (3) working days. Responses must be either faxed to 941-575-3671 or electronically mailed to Richard.kolar@charlottecountyfl.gov and Kimberly.campbell@charlottecountyfl.gov.

C. VEHICLE CONDITION: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication and check all fluid levels to assure proper fill
2. Adjustment of engine to proper operating condition
3. Inflate tires to proper pressure
4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. DO NOT REMOVE WINDOW PRICE STICKER
6. Overall check for safe operating condition
7. All units must contain no less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery. If a vehicle is delivered with less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge, the bidder shall be assessed $40.00 dollars.
8. If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed $0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted.
9. All vehicles shall be delivered with three (3) complete sets of keys. If a vehicle is delivered without three (3) complete sets of keys, the bidder shall be assessed
10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
11. Vehicles shall be delivered with each of the following documents satisfactorily completed:
    - Temporary license plate and/or county plate
    - Owner and/or operator manual(s).
    - Warranty certifications, including rustproofing, if applicable.
    - Copy of pre-delivery service report.
    - Window price sticker (still affixed).
12. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

D. TITLE, REGISTRATION, AND PLATES: All vehicles delivered under this contract shall be titled and registered by the successful bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Charlotte County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a 30 day temporary tag, and return a County license plate within twenty-five days of the delivery of each vehicle.

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

Date: 4/3/2017

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
001.6000.513.6440
Com. Code:
Needed For
FLEET

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
04/03/17		20772			

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
13	ea	2017 Ford Interceptor AWD Utility	K8A	$26,943.58	$350,266.54
13	ea	3.7L V-6 Engine	99R	Included	
13	ea	6 Speed Automatic Transmission	44C	Included	
13	ea	Grill/Lamp/Siren/Speaker Wiring	60A	$49.00	$637.00
13	ea	Front Air Conditioning		Included	
13	ea	Police Pigtail Wiring		$0.00	$0.00
13	ea	Courtesy Lamp Disable/Dark Car Feature	43D	$19.00	$247.00
13	ea	SYNC Voice Activated Bluetooth	53M	$294.00	$3,822.00
13	ea	Driver's Side Spotlight	51Y	$215.00	$2,795.00
13	ea	Power Driver's Seat		Included	
13	ea	Remote Keyless Entry Fob	595	$259.00	$3,367.00
13	ea	Reverse Sensing System	76R	$274.00	$3,562.00
13	ea	Rear Back-Up Camera	87R	Included	
13	ea	Front Headlamp Prep Pkg	86P	$124.00	$1,612.00
13	ea	Taillight Prep Pkg	86T	$59.00	$767.00
13	ea	Premium Lightbar Package: Whelen Liberty II 48.5" Lightbar Includes 2 Take down LEDs, Right & Left LED Alley Lights, Rear Traffic Advisor, Whelen 295SLSA6 Siren Controller,(1) Whelen 100 Watt Speaker w/ Mounting Bracket		$1,895.00	$24,635.00
13	ea	4 Whelen Vertex Mounted In Headlights & Taillights		$235.00	$3,055.00
13	ea	2 Whelen Spilt Red/Blue ION's Mounted on Push Bar Facing Forward		$162.00	$2,106.00
13	ea	2 Whelen Spilt Red/Blue ION's Mntd in Rear Tag Area		$162.00	$2,106.00
13	ea	Whelen Super LED ION's Spilt Red/Blue Grommet Mounted in Rear Hatch - Tilt Switch Activated,		$219.00	$2,847.00
13	ea	2) Whelen Spilt Red/Blue ION's Mounted in Driver & Passenger Side Rear 1/4 Glass		$162.00	$2,106.00
13	ea	2 Whelen Spilt Red/Blue ION's Mntd in Rear Tailgate area		$219.00	$2,847.00
13	ea	LED Spotlight Head		$135.00	$1,755.00
13	ea	C-VS-2400-INUT-1 Console with C-CUP2-I Dual Cup Holder,C-ARM-101 Arm Rest,C-LP-3 2 -12v Outlets		$425.00	$5,525.00
13	ea	C-MC Mic Clip and Bracket		$26.00	$338.00
13	ea	400 Watt Power Inverter		$49.00	$637.00
13	ea	NM0/MAB8 Antenna with Base		$31.00	$403.00
13	ea	5700WA with 5700SCR Screen Front Partition with 50/50 sliding window with Recess Panel and Lower extension panels		$665.00	$8,645.00
13	ea	Molded Rear Seat with Rear Partition with Rear Cargo Barrier - This option replaces Factory rear seat		$879.00	$11,427.00
13	ea	Rear Window Bars		$150.00	$1,950.00
13	ea	Solid Rear Door Panels		$150.00	$1,950.00
13	ea	1080E Setina Blac Rac Weapons Mount		$489.00	$6,357.00
13	ea	PKG-PSM-153 Laptop Mount with UT101 Laptop Tray		$435.00	$5,655.00
13	ea	LED Maglite Flashlight with charger		$115.00	$1,495.00
13	ea	Run Power and Ground for 800mhZ Radio		$0.00	$0.00
13	ea	Go Rhino 5340WDA Push Bumper with 5340WHD Heavy Duty Wraps		$556.00	$7,228.00
13	ea	Deep Tinted Glass		$135.00	$1,755.00
13	ea	Fort Pierce Police Graphics		$325.00	$4,225.00
13	ea	Printer Armrest		$185.00	$2,405.00
13	ea	Bartow Ford Custom Installation		$985.00	$12,805.00
				$37,025.58	
				Total	$481,332.54

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

Requested By: Sgt. John Schramm

Approved By:

Approved Date: 4/4/17 4/3/2017

ss/Bartow Ford 13 Interceptors 04032017/annual PO pricing

April 3, 2017

BARTOW FORD
INTEGRITY • TRUST • HONESTY
Since 1946

Fort Pierce Police Department
Sergeant John Schramm

	2017 Ford *Interceptor AWD Utility*	**$26,943.58**
	3.7L V-6 Engine	INCLUDED
	6 Speed Automatic Transmission	INCLUDED
60A	Grill/Lamp/Siren/Speaker Wiring	$49.00
	Front Air Conditioning	INCLUDED
	Police Pigtail Wiring	INCLUDED
43D	Courtesy Lamp Disable	$19.00
53M	SYNC Voice Activated Bluetooth	$294.00
51Y	Driver Side Spotlight	$215.00
	Power Driver Seat	INCLUDED
595	Remote Keyless Entry (Key Fob)	$259.00
76R	Reverse Sensing System	$274.00
87R	Rear Back Up Camera	INCLUDED
86P	Front Headlamp Prep Package	$124.00
86T	Taillight Prep Package	$59.00
WPLB-LED 1 TIER	Premium Lightbar Package: Whelen Liberty II 48.5" Lightbar Includes 2 Take down LEDs, Right & Left LED Alley Lights, Rear Traffic Advisor, Whelen 100 Watt Speaker with Mounting Bracket, Whelen 295SLSA6 Siren Controller	$1,895.00
VTX609C	(4) Whelen Clear Vertex LED's Mounted in Headlight & Taillights	$235.00
IONJ	(2) Whelen Super LED ION's Spilt Red/Blue Mounted on Push Bumper Facing Forward	$162.00
IONJ	(2) Whelen Super LED ION's Spilt Red/Blue Mounted in Tag Area	$162.00
IONJG	(2) Whelen Super LED ION's Spilt Red/Blue Grommet Mounted in Rear Hatch - Tilt Switch	$219.00
IONJ	(2) Whelen Spilt Red/Blue ION's Mounted in Driver & Passenger Side Rear 1/4 Glass	$162.00
SFIONJ	(2) Whelen Spitfire ION's Red/Blue Mounted in Rear Tailgate Area	$219.00
PAR46	LED Spotlight Head	$135.00
2400	Utility C-VS-2400-INUT-1 Console with C-CUP2-I Dual Cup Holder,C-ARM-101 Arm Rest,C-LP-3 3 -12v Outlets	$425.00
MCB	C-MC Mic Clip & C-MCB Mic Clip Bracket	$26.00
TH400	400 Watt Power Inverter	$49.00
NM0/MAB8	Antenna with Base	$31.00
5700WA	Front Partition with 50/50 sliding window with Recess Panel and Lower extension panels	$665.00
	Molded Rear Prisoner Seat with Rear Partition with Rear Cargo Barrier	$879.00
	Rear Window Bars	$150.00
	Solid Rear Door Panels	$150.00
1080E	Setina Blac Rac Weapons Mount	$489.00
	PKG-PSM-153 Laptop Mount with UT101 Laptop Tray	$435.00
RL7019	LED Maglite Flashlight with charger Ships Loose	$115.00
	Run Power & Ground for 800mhZ Radio	$0.00
	5342 Go Rhino Push Bumper with 5342WHD Heavy Duty Wraps	$556.00
	Deep Tinted Glass	$135.00
	Fort Pierce POLICE Graphics	$325.00
C-ARPB-1	Printer Armrest	$185.00
	Bartow Ford Custom Installation Included	$985.00
	TOTAL	**$37,025.58**

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

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

2800 US Hwy North
Bartow, Florida 33830

ROAD PATROL
13

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

Date: 4/3/2017

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
001.6000.513.6440
Com. Code:

Needed For
FLEET

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
04/03/17		20772			

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
4	ea	2017 Ford Interceptor AWD Utility (White)	K8A	$26,943.58	$107,774.32
4	ea	3.7L V-6 Engine	99R	Included	
4	ea	6 Speed Automatic Transmission	44C	Included	
4	ea	Grill/Lamp/Siren/Speaker Wiring	60A	$49.00	$196.00
4	ea	Front Air Conditioning		Included	
4	ea	Police Pigtail Wiring		$0.00	$0.00
4	ea	Courtesy Lamp Disable/Dark Car Feature	43D	$19.00	$76.00
4	ea	SYNC Voice Activated Bluetooth	53M	$294.00	$1,176.00
4	ea	Driver's Side Spotlight	51Y	$215.00	$860.00
4	ea	Power Driver's Seat		Included	
4	ea	Remote Keyless Entry Fob	595	$259.00	$1,036.00
4	ea	Reverse Sensing System	76R	$274.00	$1,096.00
4	ea	Rear Back-Up Camera	87R	Included	
4	ea	Front Headlamp Prep Pkg	86P	$124.00	$496.00
4	ea	Taillight Prep Pkg	86T	$59.00	$236.00
4	ea	Whelen Inner Edge Lightbar Includes 2 Take Down LEDs, Whelen 100 Watt Speaker with Mounting Bracket, Whelen 295SLSA6 Siren Controller		$1,483.00	$5,932.00
4	ea	4 Whelen Vertex Mounted In Headlights & Taillights		$235.00	$940.00
4	ea	2 Whelen Spilt Red/Blue ION's Mounted on Push Bar Facing Forward		$162.00	$648.00
4	ea	2 Whelen Spilt Red/Blue ION's Mntd in Rear Tag Area		$162.00	$648.00
4	ea	Whelen Super LED ION's Spilt Red/Blue Grommet Mounted in Rear Hatch - Tilt Switch Activated,		$219.00	$876.00
4	ea	2) Whelen Spilt Red/Blue ION's Mounted in Driver & Passenger Side Rear 1/4 Glass		$162.00	$648.00
4	ea	2 Whelen Spilt Red/Blue ION's Mntd in Rear Tailgate area		$219.00	$876.00
4	ea	LED Spotlight Head		$135.00	$540.00
4	ea	C-VS-2400-INUT-1 Console with C-CUP2-I Dual Cup Holder,C-ARM-101 Arm Rest,C-LP-3 2 -12v Outlets		$425.00	$1,700.00
4	ea	C-MC Mic Clip and Bracket		$26.00	$104.00
4	ea	400 Watt Power Inverter		$49.00	$196.00
4	ea	NM0/MAB8 Antenna with Base		$31.00	$124.00
4	ea	1080E Setina Blac Rac Weapons Mount		$489.00	$1,956.00
4	ea	PKG-PSM-153 Laptop Mount with UT101 Laptop Tray		$435.00	$1,740.00
4	ea	LED Maglite Flashlight with charger		$115.00	$460.00
4	ea	Run Power and Ground for 800mhZ Radio		$0.00	$0.00
4	ea	Go Rhino 5340WDA Push Bumper with 5340WHD Heavy Duty Wraps		$556.00	$2,224.00
4	ea	Deep Tinted Glass		$135.00	$540.00
4	ea	Fort Pierce Police Graphics		$325.00	$1,300.00
4	ea	Bartow Ford Custom Installation		$625.00	$2,500.00
				Total	$136,898.32
				$34,224.58	

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

Requested By: Sgt. John Schramm

Approved By:

Approved Date: 4/4/17

ss/Bartow Ford 4 Inerceptors Slick Top 04032017
revised 01/21/00

April 3, 2017

BARTOW FORD
INTEGRITY•TRUST•HONESTY
Since 1948

Fort Pierce Police Department
Sergeant John Schramm

	2017 Ford Interceptor AWD Utility	**$26,943.58**
	3.7L V-6 Engine	INCLUDED
	6 Speed Automatic Transmission	INCLUDED
60A	Grill/Lamp/Siren/Speaker Wiring	$49.00
	Front Air Conditioning	INCLUDED
	Police Pigtail Wiring	INCLUDED
43D	Courtesy Lamp Disable	$19.00
53M	SYNC Voice Activated Bluetooth	$294.00
51Y	Driver Side Spotlight	$215.00
	Power Driver Seat	INCLUDED
595	Remote Keyless Entry (Key Fob)	$259.00
76R	Reverse Sensing System	$274.00
87R	Rear Back Up Camera	INCLUDED
86P	Front Headlamp Prep Package	$124.00
86T	Taillight Prep Package	$59.00
	Whelen Inner Edge Lightbar Includes 2 Take down LEDs, Whelen 100 Watt Speaker with Mounting Bracket, Whelen 295SLSA6 Siren Controller	$1,483.00
VTX609C	(4) Whelen Clear Vertex LED's Mounted in Headlight & Taillights	$235.00
IONJ	(2) Whelen Super LED ION's Spilt Red/Blue Mounted on Push Bumper Facing Forward	$162.00
IONJ	(2) Whelen Super LED ION's Spilt Red/Blue Mounted in Tag Area	$162.00
IONJG	(2) Whelen Super LED ION's Spilt Red/Blue Grommet Mounted in Rear Hatch - Tilt Switch	$219.00
IONJ	(2) Whelen Spilt Red/Blue ION's Mounted in Driver & Passenger Side Rear 1/4 Glass	$162.00
SFIONJ	(2) Whelen Spitfire ION's Red/Blue Mounted in Rear Tailgate Area	$219.00
PAR46	LED Spotlight Head	$135.00
2400	Utility C-VS-2400-INUT-1 Console with C-CUP2-1 Dual Cup Holder,C-ARM-101 Arm Rest,C-LP-3 3 -12v Outlets	$425.00
MCB	C-MC Mic Clip & C-MCB Mic Clip Bracket	$26.00
TH400	400 Watt Power Inverter	$49.00
NM0/MAB8	Antenna with Base	$31.00
1080E	Setina Blac Rac Weapons Mount	$489.00
	PKG-PSM-153 Laptop Mount with UT101 Laptop Tray	$435.00
RL7019	LED Maglite Flashlight with charger Ships Loose	$115.00
	Run Power & Ground for 800mhZ Radio	$0.00
	5342 Go Rhino Push Bumper with 5342WHD Heavy Duty Wraps	$556.00
	Deep Tinted Glass	$135.00
	Fort Pierce POLICE Graphics	$325.00
	Bartow Ford Custom Installation Included	$625.00
	TOTAL	**$34,224.58**

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

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

SUPERVISOR A

2800 US Hwy North
Bartow, Florida 33830

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

Date: 4/3/2017

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
001.6000.513.6440
Com. Code:

Needed For
FLEET

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
04/03/17		20772			

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
1	ea	2017 Ford Interceptor AWD Utility	K8A	$26,943.58	$26,943.58
1	ea	3.7L V-6 Engine	99R	Included	
1	ea	6 Speed Automatic Transmission	44C	Included	
1	ea	Grill/Lamp/Siren/Speaker Wiring	60A	$49.00	$49.00
1	ea	Front Air Conditioning		Included	
1	ea	Police Pigtail Wiring		$0.00	$0.00
1	ea	Courtesy Lamp Disable/Dark Car Feature	43D	$19.00	$19.00
1	ea	SYNC Voice Activated Bluetooth	53M	$294.00	$294.00
1	ea	Driver's Side Spotlight	51Y	$215.00	$215.00
1	ea	Power Driver's Seat		Included	
1	ea	Remote Keyless Entry Fob	595	$259.00	$259.00
1	ea	Reverse Sensing System	76R	$274.00	$274.00
1	ea	Rear Back-Up Camera	87R	Included	
1	ea	Front Headlamp Prep Pkg	86P	$124.00	$124.00
1	ea	Taillight Prep Pkg	86T	$59.00	$59.00
1	ea	Whelen Inner Edge Lightbar Includes 2 Take Down LEDs, Whelen 100 Watt Speaker with Mounting Bracket, Whelen 295SLSA6 Siren Controller		$1,483.00	$1,483.00
1	ea	4 Whelen Vertex Mounted In Headlights & Taillights		$235.00	$235.00
1	ea	2 Whelen Spilt Red/Blue ION's Mounted on Push Bar Facing Forward		$162.00	$162.00
1	ea	2 Whelen Spilt Red/Blue ION's Mntd in Rear Tag Area		$162.00	$162.00
1	ea	Whelen Super LED ION's Spilt Red/Blue Grommet Mounted in Rear Hatch - Tilt Switch Activated,		$219.00	$219.00
1	ea	2) Whelen Spilt Red/Blue ION's Mounted in Driver & Passenger Side Rear 1/4 Glass		$162.00	$162.00
1	ea	2 Whelen Spilt Red/Blue ION's Mntd in Rear Tailgate area		$219.00	$219.00
1	ea	LED Spotlight Head		$135.00	$135.00
1	ea	C-VS-2400-INUT-1 Console with C-CUP2-I Dual Cup Holder,C-ARM-101 Arm Rest,C-LP-3 2 -12v Outlets		$425.00	$425.00
1	ea	C-MC Mic Clip and Bracket		$26.00	$26.00
1	ea	400 Watt Power Inverter		$49.00	$49.00
1	ea	NM0/MAB8 Antenna with Base		$31.00	$31.00
1	ea	1080E Setina Blac Rac Weapons Mount		$489.00	$489.00
1	ea	PKG-PSM-153 Laptop Mount with UT101 Laptop Tray		$435.00	$435.00
1	ea	LED Maglite Flashlight with charger		$115.00	$115.00
1	ea	Run Power and Ground for 800mhZ Radio		$0.00	$0.00
1	ea	Go Rhino 5340WDA Push Bumper with 5340WHD Heavy Duty Wraps		$556.00	$556.00
1	ea	Deep Tinted Glass		$135.00	$135.00
1	ea	Bartow Ford Custom Installation		$625.00	$625.00
1	ea	Amber Road Alert Message Board		$1,097.00	$1,097.00
				Total	$34,996.58

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

Requested By: Sgt. John Schramm

Approved By:

Approved Date: 4/4/17

ss/2017 Crime Prevention Supervisor PO
revised 01/21/00

April 3, 2017

BARTOW FORD
INTEGRITY•TRUST•HONESTY
Since 1948

Fort Pierce Police Department
Sergeant John Schramm

	2017 Ford Interceptor AWD Utility	**$26,943.58**
	3.7L V-6 Engine	INCLUDED
	6 Speed Automatic Transmission	INCLUDED
60A	Grill/Lamp/Siren/Speaker Wiring	$49.00
	Front Air Conditioning	INCLUDED
	Police Pigtail Wiring	INCLUDED
43D	Courtesy Lamp Disable	$19.00
53M	SYNC *Voice Activated Bluetooth*	$294.00
51Y	Driver Side Spotlight	$215.00
	Power Driver Seat	INCLUDED
595	Remote Keyless Entry (Key Fob)	$259.00
76R	Reverse Sensing System	$274.00
87R	Rear Back Up Camera	INCLUDED
86P	Front Headlamp Prep Package	$124.00
86T	*Taillight Prep Package*	$59.00
	Whelen Inner Edge Lightbar Includes 2 Take down LEDs, Whelen 100 Watt Speaker with Mounting Bracket, Whelen 295SLSA6 Siren Controller	$1,483.00
VTX609C	(4) Whelen Clear Vertex LED's Mounted in Headlight & Taillights	$235.00
IONJ	(2) Whelen Super LED ION's Spilt Red/Blue Mounted on Push Bumper Facing Forward	$162.00
IONJ	(2) Whelen Super LED ION's Spilt Red/Blue Mounted in Tag Area	$162.00
IONJG	(2) Whelen Super LED ION's Spilt Red/Blue Grommet Mounted in Rear Hatch - Tilt Switch	$219.00
IONJ	(2) Whelen Spilt Red/Blue ION's Mounted in Driver & Passenger Side Rear 1/4 Glass	$162.00
SFIONJ	(2) Whelen Spitfire ION's Red/Blue Mounted in Rear Tailgate Area	$219.00
PAR46	LED Spotlight Head	$135.00
2400	Utility C-VS-2400-INUT-1 Console with C-CUP2-1 Dual Cup Holder,C-ARM-101 Arm Rest,C-LP-3 3 -12v Outlets	$425.00
MCB	C-MC Mic Clip & C-MCB Mic Clip Bracket	$26.00
TH400	400 Watt Power Inverter	$49.00
NM0/MAB8	Antenna with Base	$31.00
1080E	Setina Blac Rac Weapons Mount	$489.00
	PKG-PSM-153 Laptop Mount with UT101 Laptop Tray	$435.00
RL7019	LED Maglite Flashlight with charger Ships Loose	$115.00
	Run Power & Ground for 800mhZ Radio	$0.00
	5342 Go Rhino Push Bumper with 5342WHD Heavy Duty Wraps	$556.00
	Deep Tinted Glass	$135.00
	Bartow Ford Custom Installation Included	$625.00
	Amber Road Alert Messeage Board	$1,097.00
	TOTAL	**$34,996.58**

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

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

CRIME PREVENTION SUPERVISOR

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

Date: 4/3/2017

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
001.6000.513.6440
Com. Code:

Needed For
FLEET

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
04/03/17		20772			

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
2	ea	2017 Ford Interceptor AWD Utility	K8A	$26,943.58	$53,887.16
2	ea	3.7L V-6 Engine	99R	Included	$0.00
2	ea	6 Speed Automatic Transmission	44C	Included	$0.00
2	ea	Grill/Lamp/Siren/Speaker Wiring	60A	$49.00	$98.00
2	ea	Front Air Conditioning		Included	$0.00
2	ea	Police Pigtail Wiring		$0.00	$0.00
2	ea	Courtesy Lamp Disable/Dark Car Feature	43D	$19.00	$38.00
2	ea	SYNC Voice Activated Bluetooth	53M	$294.00	$588.00
2	ea	Driver's Side Spotlight	51Y	$215.00	$430.00
2	ea	Power Driver's Seat		Included	$0.00
2	ea	Remote Keyless Entry Fob	595	$259.00	$518.00
2	ea	Reverse Sensing System	76R	$274.00	$548.00
2	ea	Rear Back-Up Camera	87R	Included	$0.00
2	ea	Front Headlamp Prep Pkg	86P	$124.00	$248.00
2	ea	Taillight Prep Pkg	86T	$59.00	$118.00
2	ea	Premium Lightbar Package: Whelen Liberty II 48.5" Lightbar Includes 2 Take down LEDs, Right & Left LED Alley Lights, Rear Traffic Advisor, Whelen 295SLSA6 Siren Controller,(1) Whelen 100 Watt Speaker w/ Mounting Bracket		$1,895.00	$3,790.00
2	ea	4 Whelen Vertex Mounted In Headlights & Taillights		$235.00	$470.00
2	ea	2 Whelen Spilt Red/Blue ION's Mounted on Push Bar Facing Forward		$162.00	$324.00
2	ea	2 Whelen Spilt Red/Blue ION's Mntd in Rear Tag Area		$162.00	$324.00
2	ea	Whelen Super LED ION's Spilt Red/Blue Grommet Mounted in Rear Hatch - Tilt Switch Activated,		$219.00	$438.00
2	ea	2) Whelen Spilt Red/Blue ION's Mounted in Driver & Passenger Side Rear 1/4 Glass		$162.00	$324.00
2	ea	2 Whelen Spilt Red/Blue ION's Mntd in Rear Tailgate area		$219.00	$438.00
2		LED Spotlight Head		$135.00	$270.00
2	ea	C-VS-2400-INUT-1 Console with C-CUP2-I Dual Cup Holder,C-ARM-101 Arm Rest,C-LP-3 2 -12v Outlets		$425.00	$850.00
2	ea	C-MC Mic Clip and Bracket		$26.00	$52.00
2	ea	400 Watt Power Inverter		$49.00	$98.00
2	ea	NM0/MAB8 Antenna with Base		$31.00	$62.00
2	ea	1080E Setina Blac Rac Weapons Mount		$489.00	$978.00
2	ea	PKG-PSM-153 Laptop Mount with UT101 Laptop Tray		$435.00	$870.00
2	ea	LED Maglite Flashlight with charger		$115.00	$230.00
2	ea	Run Power and Ground for 800mhZ Radio		$0.00	$0.00
2	ea	Go Rhino 5340WDA Push Bumper with 5340WHD Heavy Duty Wraps		$556.00	$1,112.00
2	ea	Deep Tinted Glass		$135.00	$270.00
2	ea	Fort Pierce Police Graphics		$325.00	$650.00
2	ea	Bartow Ford Custom Installation		$985.00	$1,970.00
					$0.00
				Total	$69,993.16
				$34,996.58	

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

Requested By: Sgt. John Schramm

Approved By:

Approved Date: 4/4/17

ss/Bartow Ford 2 Interceptors without partition 04032017
revised 01/21/00

April 3, 2017

BARTOW FORD
INTEGRITY•TRUST•HONESTY
Since 1948

Fort Pierce Police Department
Sergeant John Schramm

	2017 Ford *Interceptor AWD Utility*	**$26,943.58**
	3.7L V-6 Engine	INCLUDED
	6 Speed Automatic Transmission	INCLUDED
60A	Grill/Lamp/Siren/Speaker Wiring	$49.00
	Front Air Conditioning	INCLUDED
	Police Pigtail Wiring	INCLUDED
43D	Courtesy Lamp Disable	$19.00
53M	SYNC Voice Activated Bluetooth	$294.00
51Y	Driver Side Spotlight	$215.00
	Power Driver Seat	INCLUDED
595	Remote Keyless Entry (Key Fob)	$259.00
76R	Reverse Sensing System	$274.00
87R	Rear Back Up Camera	INCLUDED
86P	Front Headlamp Prep Package	$124.00
86T	Taillight Prep Package	$59.00
WPLB-LED 1 TIER	Premium Lightbar Package: Whelen Liberty II 48.5" Lightbar Includes 2 Take down LEDs, Right & Left LED Alley Lights, Rear Traffic Advisor, Whelen 100 Watt Speaker with Mounting Bracket, Whelen 295SLSA6 Siren Controller	$1,895.00
VTX609C	(4) Whelen Clear Vertex LED's Mounted in Headlight & Taillights	$235.00
IONJ	(2) Whelen Super LED ION's Spilt Red/Blue Mounted on Push Bumper Facing Forward	$162.00
IONJ	(2) Whelen Super LED ION's Spilt Red/Blue Mounted in Tag Area	$162.00
IONJG	(2) Whelen Super LED ION's Spilt Red/Blue Grommet Mounted in Rear Hatch - Tilt Switch	$219.00
IONJ	(2) Whelen Spilt Red/Blue ION's Mounted in Driver & Passenger Side Rear 1/4 Glass	$162.00
SFIONJ	(2) Whelen Spitfire ION's Red/Blue Mounted in Rear Tailgate Area	$219.00
PAR46	LED Spotlight Head	$135.00
2400	Utility C-VS-2400-INUT-1 Console with C-CUP2-I Dual Cup Holder,C-ARM-101 Arm Rest,C-LP-3 3 -12v Outlets	$425.00
MCB	C-MC Mic Clip & C-MCB Mic Clip Bracket	$26.00
TH400	400 Watt Power Inverter	$49.00
NM0/MAB8	Antenna with Base	$31.00
1080E	Setina Blac Rac Weapons Mount	$489.00
	PKG-PSM-153 Laptop Mount with UT101 Laptop Tray	$435.00
RL7019	LED Maglite Flashlight with charger Ships Loose	$115.00
	Run Power & Ground for 800mhZ Radio	$0.00
	5342 Go Rhino Push Bumper with 5342WHD Heavy Duty Wraps	$556.00
	Deep Tinted Glass	$135.00
	Fort Pierce POLICE Graphics	$325.00
	Bartow Ford Custom Installation Included	$985.00
	TOTAL	**$34,996.58**

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

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

RECRUITING
CRIME PREVENTION
2

2800 US Hwy North
Bartow, Florida 33830

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

Meeting Date: 04/17/2017

Re: FY2017 Law Enforcement Trust Fund Contributions

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

SUBJECT:

Approve the following contributions: $1,000 to the 31st National Conference on Preventing Crime in the Black Community through the Derrick Brooks Foundation, $1,000 to the In the Image of Christ, Incorporated, $1,000 to the National Organization of Parents of Murdered Children Incorporated, $500 to the Roundtable of St. Lucie County, $1,000 to Creating Tomorrow's Leaders, $2,500 to the Boys & Girls Clubs of St. Lucie County, and $10,000 to the Fort Pierce Athletic League ($5,000 for the Ball and $5,000 for Dancing with Pal) from the Law Enforcement Trust Fund.

SUMMARY:

According to Florida State Statute 932.7055, the police department is required to spend twenty-five percent (25%) of Law Enforcement Trust Fund revenues from forfeitures and seizures each year in support of crime prevention activities. The requested contributions will be applied to meet the obligation for FY 2017 and provide meaningful support to community based activities. This expenditure meets the requirements of Florida State Statute 932.7055.

RECOMMENDATION:

Approve the contributions requested.

ALTERNATIVES:

Deny the requested contributions.

RESPONSIBLE STAFF:

Stephanie Smith, Fiscal Manager

COORDINATED WITH:

Rose Smith, Executive Assistant to the Chief of Police and Frank J. Amandro, Deputy Chief

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2017
Account:	102.3003.521.4830
Amount:	$17,000.00

OTHER INFORMATION:

The $17,000 is available within the Law Enforcement Trust Fund, line item 102.3003.521.4830 as outlined. There is no impact to the general fund budget.

Attachments

Letters of Request

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/10/2017 08:10 AM

Form Started By: Frank Amandro
Started On: 04/05/2017 10:12 AM
Final Approval Date: 04/10/2017

Sheriff Jerry L. Demings
ORANGE COUNTY SHERIFF'S OFFICE
TELEPHONE: 407.254.7000 ❖ P.O. BOX 1440, ORLANDO, FLORIDA 32802-1440 ❖ WWW.OCSO.COM

November 23, 2016

Chief Diane Hobley-Burney
Fort Pierce Police Department
920 S. U.S. Highway 1
Fort Pierce, Florida 34954

Dear Chief Hobley-Burney:

The 31st National Conference on Preventing Crime in the Black Community is scheduled May 31 through June 2, 2017, at the Rosen Centre Hotel located at 9840 International Drive, Orlando. This conference is a collaborative effort sponsored by Pam Bondi, Florida's Attorney General.

The Orange County Sheriff's Office and the Orlando Police Department are the host agencies and share the responsibility of organizing and staffing this conference. The mission of the National Conference on Preventing Crime in the Black Community is to showcase successful programs and promote a positive exchange of ideas and strategies for preventing crime in the black community. In recent years, the conference has centered heavily on efforts to prevent youth violence and delinquency. The focal points of the conference include presentations by national and state leaders, motivational speakers, workshops on notable efforts to curb drug abuse and youth violence, community crime prevention, and program models that are transferable to other communities. The conference includes plenary sessions, luncheons and break-out sessions for both adults and teens.

To guarantee the success of this conference, each local law enforcement agency is asked to contribute $3,000 from forfeiture or other funds. Your assistance will help ensure a positive learning experience for all participants. The 2017 conference is expected to attract over 2,100 attendees from across the country.

Thank you for your consideration. If you have any questions, please contact Major Michael Doby or me at 407 254-7420.

Sincerely,

Jerry L. Demings
Sheriff of Orange County

Denise L. Demps

Major Denise L. Demps, Chairman
Preventing Crime in the Black Community Conference

RECEIVED
DEC - 5 2016
CHIEF'S OFFICE/FPPD

DLD/ddm

March 30th, 2017

Re: Law Enforcement Trust Fund Request

Dear Chief Diane Hobley-Burney:

In the Image of Christ is a non-profit organization that has been serving the community since 2001 when the AIDS epidemic was at its worst in the city of Fort Pierce, Florida. Now we offer charitable services, health programs, educational training, emergency shelter, food, and prevention outreach to address health disparities in our community.

One of our programs is the Youth 4 Change Summer Broadcasting program that includes radio broadcasting, video production, photography, and music production. It is held in our Village Resource Center at 3090 Avenue G, Fort Pierce.

At this location, we are currently creating a full music studio where the youth will be able to showcase their amazing talents using professional studio equipment. For this effort, we are requesting $1,000.00 from the Law Enforcement Trust Fund to help purchase microphone stands, cabling, Pop filters and boom, boom arms with clamps, shock mounts, microphone clips, and microphone cabling accessories.

Last year, our youth were able to learn and create so much during the summer program with limited equipment; and we know this year will be even better!

Thank you so much for all you do! If you have any questions please feel free to contact me.

Sincerely,

Hazel Hoylman
Executive Director

RECEIVED
APR - 3 2017
CHIEF'S OFFICE/FPPD

In the Image of Christ, Inc.
P.O. Box 12397, Fort Pierce, FL 34979
Phone: (772) 461-7788 Fax: (772) 461-7786
Website: www.intheimageofchrist.org

National Organization of
Parents Of Murdered Children, Inc.®
For the families and friends of those who have died by violence

TRI-COUNTY CHAPTER OF MURDERED CHILDREN, INC.
Fort Pierce, Florida
Linda Jones, Chapter Leader * lcooolj.5@gmail.com
(772)882-0755

March 31, 2017

Dear Chief Burney:

Please allow me to thank you for your $1,000.00 donation to the Tri-county Chapter of Murdered Children. This donation will pave the way for our Chapter to complete many of its goals for 2017. Once such goal is to have several parents to our national convention to be held in July in California.

I speak on behalf of every parent and child served, "Thank You." Again, thank you for all that you do.

If you have any questions, please feel free to call me at the number above or Betty Bradwell at (772)882-2676.

Sincerely,

Linda Jones

Linda Jones
Chapter Leader

RECEIVED
APR -3 2017
CHIEF'S OFFICE/FPPD

Rosetta Smith

From: Shaniek Maynard <smaynard@roundtableslc.org>
Sent: Monday, March 06, 2017 2:30 PM
To: Diane Hobley-Burney
Cc: Rosetta Smith; Frank Amandro; Kenny Norris
Subject: sponsorship request and invitation
Attachments: KAH 2017 Symposium Flyer.pdf

Hi Chief,

I hope this email finds you well.

I'm writing to ask FPPD to consider co-sponsoring our upcoming event, From Youth at Risk to Kids at Hope Mini-Masters –A Positive Youth Development Symposium, scheduled for March 28-30, 2017 (see attached flyer). To celebrate 10 years of Kids at Hope in St. Lucie County, we are bringing national speakers to help us examine best practices for addressing racial and ethnic disparities in our juvenile justice system, and dealing with the effects of trauma on our children. The keynote speaker is Antwone Fisher, whose life is chronicled in the 2002 movie starring Denzel Washington about a foster child who triumphed despite significant adversity. We are providing this event free to the community. Please send the flyer out to your officers, particularly those who work with youth, and encourage them to register and attend if feasible.

We are also seeking sponsors to cover costs. The event is free to the community and we expect 150 people. The requested sponsorship amount from law enforcement agencies is $1,000, but any amount would be greatly appreciated. We would of course list your logo on the flyer as a sponsoring agency, and acknowledge you as a sponsor throughout the conference. I am sending the same request to PSLPD and SLCSO.

With respect to juvenile justice, our speaker is Michael Finley, from the W. Haywood Burns Institute. The Burns Institute provides technical assistance to jurisdictions around the country in their efforts to assess, identify and reduce racial and ethnic disparities in juvenile justice. As you know, this has been a topic of intense engagement in our community. **To that end, please save the date of Tuesday, March 28, 2017, to attend the conference, because that is when Mr. Finley will be speaking. If you cannot reserve the entire day, please reserve 1pm to 3pm which will be a "by invitation only" meeting with Mr. Finley for chiefs/deputy chiefs from FPPD, PSLPD, DJJ, State Attorney's Office, Public Defender's Office, and the Court to discuss how we can**

advance the ball on this issue in our community. We would love to have you and your deputy chiefs in attendance.

Thanks in advance for your generosity. Please also let me know if you and your deputy chiefs will attend the conference, specifically the invitation only meeting on March 28 from 1-3 at the Fenn Center.

Best regards,

Shaniek Maynard, Executive Director
Roundtable of St. Lucie County
546 NW University Blvd, Suite 204
Port St. Lucie, Florida 34986

RECEIVED

APR - 3 2017

CHIEF'S OFFICE/FPPD

CREATING TOMORROW'S LEADERS

March 29, 2017
Travon Simmons

P.O. Box

4179
Fort Pierce, FL 34948
Dear Chief Diane Hobley-Burney
Creating Tomorrow's Leaders can only achieve its goals with the assistance of generous donations from members of our community. Without these donations, serving those in our area would not be possible. Your organization's donation will specifically go towards taking the youth on character building and bonding functions such as fishing,camping,sporting events and much more.
Since our organization relies on the generosity of individuals like you, we write to ask you to consider a donation to our cause. We hope that you will help support our efforts.

Thank you in advance for your generosity.

Sincerely,

Travon
Simmons

Creating Tomorrow's Leaders,

President

(772)
940-7381

BOARD OF DIRECTORS

Nate Spera
Board President

Charles Cangianelli
Vice President

Richard Del Toro
Vice President

Jay McBee
Treasurer

Sean Baldwin

Linda Bartz

Diane Hobley- Burney

Charles Cuomo

Charlie D'Agata

Doug Farrell

Toyan Hall- Scott

Jason Hoffman

Leslie Kristof

Angelique Lyons

Shannon Martin

Nick Mimms

Dr. Kevin Perry

Michael Piazza

Sarah Pride

Jack Reisinger

Charlie Scavuzzo

William Armstead
Chief Executive Officer

PROUDLY SUPPORTED BY:

Children's Services Council ST. LUCIE COUNTY
OF CHILDREN, OUR COMMUNITY, OUR FUTURE

United Way
United Way of St. Lucie County

THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE

GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS OF ST. LUCIE COUNTY

April 3, 2017

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

Dear Chief Hobley-Burney,

For the past 22 years, the Boys & Girls Club of St. Lucie County has been in the forefront of youth development, working with young people from disadvantaged economic, social and family circumstances. The Club serves 6000 youth, ages 5- 18 in Fort Pierce and Port St. Lucie. Our members, who come from a variety of backgrounds, participate in daily programs at our five Clubhouses that are strategically located in neighborhoods where we are most needed, and in 12 school-based sites.

We are requesting a donation of $2,500 from the Police Department Law Enforcement Trust Fund to support our youth development programs focused on crime prevention.

The Boys & Girls Club provides youth a safe place to learn and grow, and life enhancing programs and character developing experiences, enabling Club members especially those who need us most, to realize their full potential as caring, responsible and productive citizens.

The Boys & Girls Club of St. Lucie County is a non-profit 501(c)(3).

Sincerely,

William Armstead
CEO

RECEIVED

APR - 4 2017

CHIEF'S OFFICE/FPPD

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

Meeting Date: 04/17/2017

Re: N 17th St Improvements Orange Ave to Avenue D Project - FEMA - HMGP Hurricaine Hermine Grant Application

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request permission to submit and accept grant application for N 17th Street Improvements Orange Ave to Avenue D (Drainage Improvements) from Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Hermine (FEMA-4280-DR-FL).

SUMMARY:

Florida Division of Emergency Management announced the availability of HMGP funds to help communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

The Engineering Department is seeking permission to submit a grant application for "N 17th Street Improvements Orange Ave to Avenue D" which entails the reconstruction of roadway, drainage, and sidewalks improvements for the 0.38 miles of roadway.
Classified by the Federal Highway Administration as a Urban Major Collector roadway, the improvements are estimated to cost approximately $1,123,997.00.

Under the HMGP, FEMA will contribute 75 percent of the total amount approved under the grant award (not to exceed $842,997.75) , and the City of Fort Pierce must provide the remaining 25 percent match from our Stormwater Management Utility fund.

The application period will close May 5, 2017.

RECOMMENDATION:

Staff recommends the City Commission approve permission to submit grant application for Hurricane Hermine FEMA-4280-DR-FL.

ALTERNATIVES:

Do not submit grant application.

RESPONSIBLE STAFF:

Engineering.

COORDINATED WITH:

LMS Steering Committee (application grant process) and Public Works staff (construction).

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: 403-4300-538-3490

Amount: $280,999.25

FISCAL IMPACT:

FEMA Grant could be a 75% match providing $842,997.75 towards the estimated overall construction cost of $1,123,997.00. The required $280,999.25 match would be encumbered from the Stormwater Utility Fund Account No. 403-4300-538-3490.

Attachments

Notice of Funding Availability FEMA 4280

Construction Plans - Final - 102416

Engineers Cost Estimate - 033117

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/06/2017 03:00 PM
City Manager	Nick Mimms	04/10/2017 08:09 AM
Form Started By: Dina Hermoso		Started On: 04/04/2017 08:10 AM
Final Approval Date: 04/10/2017		

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

MEMORANDUM

To: Local Governments, State and Regional Agencies, Indian Tribal Governments, Local Mitigation Strategy Working Groups, and Private Non-Profit Organizations Submitting Hazard Mitigation Grant Program Applications for Hurricane Hermine (DR-4280).

From: Bryan W. Koon, State Coordinating Officer

Subject: Hazard Mitigation Grant Program Funding Summary

Date: January 24, 2017

Program Summary

The Florida Division of Emergency Management (the Division) is pleased to announce the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Hermine (**FEMA 4280-DR-FL**).

HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act. This funding helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. The Division encourages all potential applicants to submit applications for projects that address eligible mitigation activities. The amount of HMGP funding available to the state is based on the total federal disaster assistance for the Presidential Disaster Declaration.

Application Timeline

Applications are currently being accepted. The application period will close **May 5, 2017. Applications mailed to the Division must be postmarked on or before May 5, 2017. Hand-delivered applications must be stamped in at the Division no later than 5:00 p.m. EDT on May 5, 2017.** The Division encourages potential applicants to submit complete applications before the close of the application period.

Applications will only be accepted from eligible applicants as defined in the *Minimum Program Eligibility* section of this notice.

Please **provide one original and two copies** of the *State of Florida Hazard Mitigation Grant Program Application* and all appropriate attachments. **The application and all other pertinent forms may be obtained at the Division's website located at http://www.floridadisaster.org/Mitigation/Hazard/forms.htm.**

Completed applications must be sent to the following address:

ATTN: Kathleen Marshall, Hazard Mitigation Grant Program
Florida Division of Emergency Management
Mitigation Bureau
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Minimum Program Eligibility

Eligible Applicants: According to the Code of Federal Regulations (CFR) 44 §206.434(a), the following parties are eligible to apply for Hazard Mitigation Grant Program funds:

- State and local governments who have an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR 201.6, prior to receipt of HMGP subgrant funding for projects;
- Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in §206.221(e); and
- Indian tribes or authorized tribal organizations.

Eligible Activities: Activities include mitigation projects that will result in protection of public or private property from natural hazards. Activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects include, but are not limited to, the following:

- Acquisition or relocation of hazard-prone structures;
- Retrofitting of existing buildings and facilities that will result in increased protection from hazards;
- Elevation of flood-prone structures;
- Infrastructure protection measures;
- Stormwater management improvements;
- Minor structure flood control;
- Flood diversion and storage;
- Aquifer storage and recovery;
- Floodplain and stream restoration;
- Residential and community safe room construction;
- Generators for a critical facility, provided they are cost-effective, contribute to a long-term solution to the problem that they are intended to address, and meet

other project eligibility criteria as required by 44 CFR § 206.434(c); or generators that are an integral part of a larger eligible project.

Ineligible Activities: The state will **not** consider funding requests for:

- Construction of new facilities (Nevertheless, the cost associated with above-code upgrades to new facilities may be considered);
- Equipment such as emergency pumps, vehicles, and communication devices;
- Tree removal, debris removal, and other forms of maintenance; or
- ***Projects already in progress*** *(Construction may not begin until the contract between the State and subrecipient is executed and the project has met requirements of the National Environmental Policy Act).*

Eligibility Criteria: All projects submitted must meet *minimum criteria* to be considered for funding. An eligible project must:

- Conform to the Florida State Hazard Mitigation Plan and the respective community's LMS;
- Conform to the funding priorities for the disaster, as established in the appropriate LMS;
- Demonstrate cost-effectiveness;
- Be technically feasible;
- Benefit the designated disaster area;
- Conform to all applicable environmental laws and regulations, as well as Executive Orders;
- Solve a problem independently or constitute a functional part of a solution;
- Benefit a National Flood Insurance Program (NFIP) participating community that is not on probation or suspended from the NFIP; and
- Meet all applicable State and local codes and standards.

Cost-Share Requirements

Under the HMGP, FEMA will contribute up to 75 percent of the total amount approved under the grant award to implement eligible, cost-effective mitigation measures. The applicant must provide the remaining 25-percent non-federal share. Contributions, cash, and in-kind services are acceptable as part of the non-federal share. Requirements for in-kind contributions can be found in 2 CFR §200.306. In-kind contributions must be directly related to the eligible project cost and are those personnel, materials, equipment and supplies owned, controlled, and operated by the applicant or a third party contributor.

Applicants may use the Global Match concept as part of the 25-percent non-federal share. Global Match permits a potential applicant to meet the non-federal share match by receiving credit for state and/or local government funds that were committed to a

similar type of project(s). These similar, **non-federally** funded projects must meet all of the HMGP eligibility requirements. This means that if Global Match is approved, the applicant may receive up to 100 percent federal share.

Pre-Award Costs

Prior to receiving a grant award, pre-award costs may be requested. Pre-award costs include items such as engineering, environmental study, permitting, and other "soft" costs associated with a construction project. *Construction activities are not considered pre-award costs*. Pre-award costs must be requested in writing. Guidelines for pre-award costs are included in *Attachment A*.

County Funding Allocation

To ensure funds are distributed equitably, designated counties have been assigned a portion of the total HMGP grant. The amount is based on a calculation of the proportional share of the total federal assistance under the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) programs as of January 2017. Commitment of project funds by the Division is contingent upon receipt of appropriate Legislative Budget Authority.

These figures are shown in *Attachment B* and represent the estimated amount of HMGP funds currently available. HMGP funding is available only to those counties that have a current FEMA-approved LMS. Project applications will be considered only if:

(1) The application is accompanied by an endorsement by the LMS Chairperson or Vice-Chairperson stating that the project is included in the current LMS; and,
(2) If more than one project is submitted, the endorsement indicates the prioritization. A sample project submission letter is shown in *Attachment C*.

The Division will attempt to fund each submitted project in priority order until the county's allocation has been exhausted. In accordance with Florida Administrative Code (F.A.C.) 27P-22.006, the Division uses the following tiered allocation system up until the State application deadline with FEMA:

Tier 1 The available HMGP funds are allocated to counties included in the relevant Presidential Disaster Declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) Disaster Loan Program as of 90 days after a Disaster Declaration as reported by FEMA. Eligible projects submitted by each county included in the relevant Presidential Disaster Declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted or all eligible projects are funded.

Tier 2 Any allocation remaining after all eligible projects in any declared county are funded shall be re-allocated to those counties included in the relevant Presidential Disaster Declaration whose allocation was not sufficient to fund all submitted eligible projects. The order of priority for re-allocating funds is detailed in *Attachment D.*

Tier 3 In the event funds remain after the Tier 1 and Tier 2 processes, any remaining funds will be offered on a statewide basis as described in *Attachment D.*

Please see *Attachment D* for a detailed explanation of funding tiers.

Funding Availability and Notification

FEMA notifies the State of HMGP funding availability at the following milestones:

1. Initial 90-Day Estimate
This is an early estimate only and not an actual commitment of funding by FEMA. Funding may increase or decrease based on actual disaster claims during the declaration period. These estimates are provided for planning purposes and to jump-start the HMGP application process.

2. Obligation prior to 12 Months
Prior to the 12-month lock-in, FEMA will only obligate funds up to 75% of any current estimate. This is to eliminate the risk over obligating funds for any given disaster in the event the 12-month lock-in is lower than initially estimated.

3. 12 Months from the Date of Declaration
This represents the State's Lock-in Amount. It is the maximum amount available the state can expect to receive from FEMA. In rare occurrences, FEMA may conduct a subsequent review 18 months after the declaration, but only at the request of the State. The estimate from that review may cause the final lock-in to fluctuate up or down depending on the findings.

It is important for potential applicants to recognize that HMGP funds are contingent upon FEMA's reexamination of the disaster figures at the given time intervals. A county's funding allocation can increase or decrease after it has submitted an application.

Technical Assistance

The Division is in the process of scheduling HMGP application development workshops. Please check the Division's website http://www.floridadisaster.org/Mitigation/Hazard for date, time, location and a short overview of the workshops. The Division will provide technical assistance throughout the application process. This includes assistance with the application process, Benefit Cost Analysis, Engineering Feasibility and Environmental/Historical Preservation Compliance. If there are any questions regarding

the allocation of funds or the project review and selection criteria, please call Bureau staff at one of the following numbers:

Program Eligibility: (850) 922-5944 or (850) 922-5010

Environmental: (407) 856-5019

Engineering and Technical Feasibility: (407) 856-5010

For additional information and technical assistance, please refer to FEMA's *Hazard Mitigation Assistance Guidance* document available at https://www.fema.gov/media-library/assets/documents/103279.

To assist you in submitting qualified project applications, the *Hazard Mitigation Grant Program Application* and the following attachments are located on the Division website http://www.floridadisaster.org/Mitigation/Hazard:

Attachment A:	*HMGP Program Guidance on Pre-award Cost and Form*
Attachment B:	*Initial Estimate of Available HMGP Funding*
Attachment C:	*Sample LMS Project Submission Letter*
Attachment D:	*Florida Administrative Code 27P-22*
Attachment E:	*Data Collection Worksheet Notice*

BWK/km
Attachments

Attachment A

Guidance on Pre-award Cost Associated with HMGP Projects

Pre-award costs are costs incurred by a sub-grantee before the grant was awarded. Any and all pre-award costs associated with an HMGP project must be incurred after the date of declaration of a disaster under which the project is proposed for funding (GAO 10-129).

All **construction** associated with an HMGP project must be incurred after approval by FEMA and after the State of Florida and the sub-grantee have executed a project contract. According to Webster's II New Riverside Dictionary Revised Edition, the word construction means "the act, process, or work of building." Breaking ground, installing a shutter, taking out a window to replace with impact glass, are all examples of "construction."

FEMA may approve pre-award costs. These costs include study or research required to plan a construction project. Such activities may include engineering, modeling, permitting, environmental study, benefit-cost analysis, etc. These are soft costs and not to be confused with hard construction costs. Construction costs may not be included as pre-award costs. Pre-award costs must be factored into total project costs and included in the benefit-cost analysis calculations.

The applicant may request pre-award costs any time after the disaster declaration. The request must be in writing and include the type of activity or activities proposed and estimated cost. All pre-award activity must clearly be associated with the applicant's proposed project. The State and FEMA will do a preliminary review of the request and may concur that the activities are necessary for the type of project envisioned or may consult with the applicant on an identified activity that the State or FEMA does not feel is necessary for a proposed project. Conversely, the State or FEMA may suggest additional study or research the applicant has not identified for a particular project. Review by the State and FEMA of pre-award activities may save money and time for the State, FEMA, and the applicant. Letters and documentation of all pre-award activities will need to be submitted to the State with the project application. ***Preliminary review by the State or FEMA of pre-award activities is no guarantee of eligibility or approval of the activities or the proposed project.*** FEMA will provide a written final determination on the pre-award request.

An alternative is for the applicant to request approval of pre-award cost by letter attached to the project application. The request must include the type of activity or activities and costs incurred by the applicant. There is greater risk to the applicant with this alternative that incurred costs may not be considered eligible.

If the proposed project meets all eligibility criteria and is approved by FEMA, then pre-award costs identified by the applicant prior to project submittal, or identified by the applicant in documentation attached to the application, will be considered project costs eligible for 75/25 reimbursement (same as other project costs).

All pre-award costs are subject to an approved grant award and available funding. If funding is not available, even if pre-award costs are approved in writing, they will not be reimbursed and will be solely the responsibility of the applicant.

REFERENCES

General Accounting Office, Principles of Federal Appropriations Law, Volume II, January 2004

Excerpts from OMB Cost Principle Circulars:

2 CFR §200.458 - Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.

2 CFR §200.309 - A non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance (except as described in §200.461 Publication and printing costs) and any costs incurred before the Federal awarding agency or pass-through entity made the Federal award that were authorized by the Federal awarding agency or pass-through entity.

44 CFR §206.439(c) further explains the pre-award cost regulations as allowable costs under HMGP.

2 CFR §200 Subpart E lists the applicable cost principles for HMGP applicants including: governments, private non-profits, and educational institutions.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

HAZARD MITIGATION ASSISTANCE PROGRAM
PRE-AWARD COST REQUEST FORM

To request Pre-Award Costs, please complete this form and submit with your project application. All ELIGIBLE pre-award costs are subject to an approved grant award and availability of funding. If funding is not available or the project is not approved, pre-award costs will NOT be reimbursed and will be the sole responsibility of the applicant. If your project is approved and pre-award costs are eligible, the cost share for the reimbursement of these activities is up to a 75/25 split.

Program: _____

Name of Applicant: _____

Project Title: _____

Start Date for Pre-Award Activities:
Pre-award costs associated with this request incurred prior to the date of declaration are NOT eligible. These costs include: study or research to plan project, engineering, modeling, permitting or environmental study. ***These costs must be reflected as a line item in the project budget.*** *Construction costs should NOT be included. Construction activities may NOT begin until after a contract has been fully executed with the State for this project.*

Activity	Estimated Cost	Estimated Start Date

Point of Contact Information:

Name: _____ **Title:** _____

Agency: _____

Address: _____

Phone: _____ **Email:** _____

Authorized Applicant Agent:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Attachment B

FEMA-4280-DR-FL

90-Day Estimate

County	Regular Projects HMGP Funding	25% Match Required
Alachua County	$ 28,504.98	$ 9,501.66
Baker County	$ 20,306.22	$ 6,768.74
Citrus County	$ 1,759,166.05	$ 586,388.68
Columbia County	$ 18,059.95	$ 6,019.98
Dixie County	$ 805,151.37	$ 268,383.79
Franklin County	$ 64,724.50	$ 21,574.83
Gadsden County	$ 80,037.05	$ 26,679.02
Gilchrist County	$ 18,059.95	$ 6,019.98
Hernando County	$ 385,471.74	$ 128,490.58
Hillsborough County	$ 54,166.80	$ 18,055.60
Jefferson County	$ 18,059.95	$ 6,019.98
Lafayette County	$ 29,169.53	$ 9,723.18
Leon County	$ 628,618.92	$ 209,539.64
Levy County	$ 555,942.77	$ 185,314.26
Liberty County	$ 41,512.11	$ 13,837.37
Madison County	$ 28,925.44	$ 9,641.81
Manatee County	$ 211,708.88	$ 70,569.63
Marion County	$ 50,453.50	$ 16,817.83
Pasco County	$ 778,949.36	$ 259,649.79
Pinellas County	$ 289,725.43	$ 96,575.14
Sarasota County	$ 22,990.80	$ 7,663.60
Sumter County	$ 70,358.04	$ 23,452.68
Suwannee County	$ 23,665.95	$ 7,888.65
Taylor County	$ 388,524.82	$ 129,508.27
Union County	$ 19,795.12	$ 6,598.37
Wakulla County	$ 391,269.79	$ 130,423.26
	$ 6,783,319.00	**$ 2,261,106.33**

Attachment C

Date

Mr. Miles Anderson, State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: **Hazard Mitigation Grant Program (HMGP) applications for FEMA 4280-DR-FL, Hurricane Hermine**

Dear Mr. Anderson,

The _____ County Local Mitigation Strategy (LMS) working group has approved by vote and prioritized the following projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44§ 201.6.)

The _____ County LMS group therefore presents the projects below (or in the attachment) in the order in which they are to be considered for funding.

FEMA 4280-DR-FL

Funding priority	**Project name or description**	**Applicant**	**Goal/ objective implemented**	**Estimated federal share**
1.	Project name	Applicant	3. B. (2)	$000,000
2.	Project name	Applicant	1. A. (4)	$000,000
3.	Project name	Applicant	2. B. (4)	$000,000
Etcetera				

For further information or inquiry, please contact me at phone number and email.

Sincerely,

_____, LMS Chair
_____ County LMS

cc:

Attachment D

CHAPTER 27P-22
HAZARD MITIGATION GRANT PROGRAM

27P-22.001 Purpose
27P-22.002 Definitions
27P-22.003 Eligibility
27P-22.004 LMS Working Groups
27P-22.005 Local Mitigation Strategy
27P-22.006 County Allocations and Project Funding
27P-22.007 Application

27P-22.001 Purpose.
This chapter describes the processes for application, project selection and distribution of funds under the Hazard Mitigation Grant Program.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.001.

27P-22.002 Definitions.

(1) "Adoption" means a resolution, ordinance or other formal action taken by the governing body of a county or municipality indicating agreement with and acceptance of the relevant Local Mitigation Strategy.

(2) "Application" means the request for hazard mitigation funding as submitted to the Division of Emergency Management by an Applicant.

(3) "Applicant" means a state agency, local government, Native American tribe or authorized tribal organization or private non-profit organization requesting hazard mitigation funding.

(4) "FEMA" means the Federal Emergency Management Agency.

(5) "Florida Hazard Mitigation Strategy" means Florida's version of the Hazard Mitigation Plan referred to in 44 C.F.R., Part 206, Subpart M and approved by FEMA. The Florida Hazard Mitigation Strategy (Rev. February 26, 2013) is hereby incorporated into this rule by reference. A copy may be obtained by contacting the Division of Emergency Management.

(6) "Hazard" means a condition that exposes human life or property to harm from a man-made or natural disaster.

(7) "Hazard Mitigation" means any action taken to reduce or eliminate the exposure of human life or property to harm from a man-made or natural disaster.

(8) "Hazard Mitigation Grant Program", herein referred to as HMGP, means the program authorized under Section 404 of the Stafford Act and implemented by 44 C.F.R., Part 206, Subpart N, hereby incorporated by reference, a copy of which may be obtained by contacting the Division, which provides funding for mitigation projects as identified in the State Hazard Mitigation Strategy.

(9) "Local Mitigation Strategy" or "LMS" means a plan to reduce identified hazards within a county.

(10) "Project" means a hazard mitigation measure as identified in an LMS.

(11) "Repetitive loss structures" means structures that have suffered two or more occurrences of damage due to flooding and which have received payouts from the National Flood Insurance Program as a result of those occurrences.

(12) "Working Group" is the group responsible for the development and implementation of the Local Mitigation Strategy.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.002, Amended 7-18-13.

27P-22.003 Eligibility.

(1) Eligible types of projects shall include, but not be limited to, the following:

(a) New construction activities that will result in protection from hazards;

(b) Retrofitting of existing facilities that will result in increased protection from hazards;

(c) Elevation of flood prone structures;

(d) Vegetative management/soil stabilization;

(e) Infrastructure protection measures;

(f) Stormwater management/flood control projects;

(g) Property acquisition or relocation; and

(h) Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions.

(2) In order to be eligible for funding, projects shall meet the following requirements:

(a) Conform to the Florida Hazard Mitigation Strategy;

(b) Conform to the funding priorities for the disaster as established in the LMS governing the project;

(c) Conform to 44 C.F.R., Part 9, Floodplain Management and Protection of Wetlands, and 44 C.F.R., Part 10, Environmental Considerations, both hereby incorporated by reference, copies of which may be obtained by contacting the Division;

(d) Eliminate a hazard independently or substantially contribute to the elimination of a hazard where there is reasonable assurance that the project as a whole will be completed; and

(e) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a disaster.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.003.

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current FEMA approved LMS.

(1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.

(2) The Working Group shall include, at a minimum:

(a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;

(b) Representation from all interested municipalities within the county; and

(c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and non-profit organizations.

(3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.

(4) The Working Group shall have the following responsibilities:

(a) To designate a Chairperson and Vice-Chairperson;

(b) To develop and revise an LMS as necessary;

(c) To coordinate all mitigation activities within the County;

(d) To set an order of priority for local mitigation projects; and

(e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a minimum:

1. Changes to the hazard assessment;

2. Changes to the project priority list;

3. Changes to the critical facilities list;

4. Changes to the repetitive loss list; and

5. Revisions to any maps.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.004, Amended 7-18-13.

27P-22.005 Local Mitigation Strategy.

Each LMS shall have the following components:

(1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.

(2) A description of the methods used to engage private sector participation.

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.005.

27P-22.006 County Allocations and Project Funding.

(1) The available HMGP funds shall be allocated to the counties included in the relevant presidential disaster declaration, as defined in Section 252.34(1), F.S., in proportion to each county's share of the federal disaster funding from the Public Assistance, Individual Assistance and Small Business Administration programs as of 90 days after the disaster declaration as reported by FEMA.

(a) Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first.

(b) Any allocation remaining after all eligible projects in any declared county are funded shall be reallocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects in proportion to each county's share of unfunded projects.

(2) If funds remain after all eligible projects under subsection (1) above have been funded, then they shall be applied to fund eligible projects submitted from counties not included in the relevant presidential disaster declaration on a first-come-first-served basis until all available funds are obligated.

(3) Once a project has been selected for funding, the agreement between the applicant and the Division regarding the terms and conditions of the grant shall be formalized by contract.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.006.

27P-22.007 Application.

(1) The following entities may apply for funding under the program:

(a) State agencies and local governments;

(b) Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 C.F.R., § 206.221(e), hereby incorporated by reference, a copy of which may be obtained by contacting the Division; and

(c) Indian tribes or authorized tribal organizations.

(2) The Division shall notify potential applicants of the availability of HMGP funds by publishing a Notice of Funding Availability in the Florida Administrative Register.

(3) Applicants will have not less than ninety (90) days from the date of notification to submit project applications. The opening and closing dates will be specified in the Notice of Funding Availability. Applications mailed to the Division must be postmarked on or before the final due date. Hand-delivered applications must be stamped in at the Division no later than 5:00 p.m. (Eastern Time) on the final due date.

(4) A letter shall accompany each application from the Chairperson or Vice-Chairperson of the LMS Working Group endorsing the project. The endorsement shall verify that the proposed project does appear in the current LMS and state its priority in relation to other submitted projects. Applications without this letter of endorsement will not be considered.

(5) Applications must be submitted using Form No. HMGP, State of Florida Hazard Mitigation Grant Program Application (Effective Date: June, 2012), which is incorporated into this rule by reference, a copy of which may be obtained by contacting the Division or visiting www.floridadisaster.org.

(6) If the Division receives an incomplete application, the applicant will be notified in writing of the deficiencies. The applicant will have thirty (30) calendar days from the date of the letter to resolve the deficiencies. If the deficiencies are not corrected by the deadline the application will not be considered for funding.

(7) Applications are to be delivered or sent to:

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
ATTENTION: Hazard Mitigation Grant Program

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.007, Amended 7-18-13.

Attachment E

Data Collection Worksheet Notice

If you are submitting project applications for the project types listed below, please follow the link for the appropriate data collection worksheet for that project. These worksheets will help ensure that the appropriate information is given to the state for that project, and will reduce the time it takes to complete the review of your application.

- Acquisition/Elevation
- Acquisition/Demolition
- Drainage Improvements
- Dry Flood Barrier
- Flooding
- Safe Room
- Wind Retrofit
- Wildfire

http://www.floridadisaster.org/Mitigation/Hazard/forms.htm

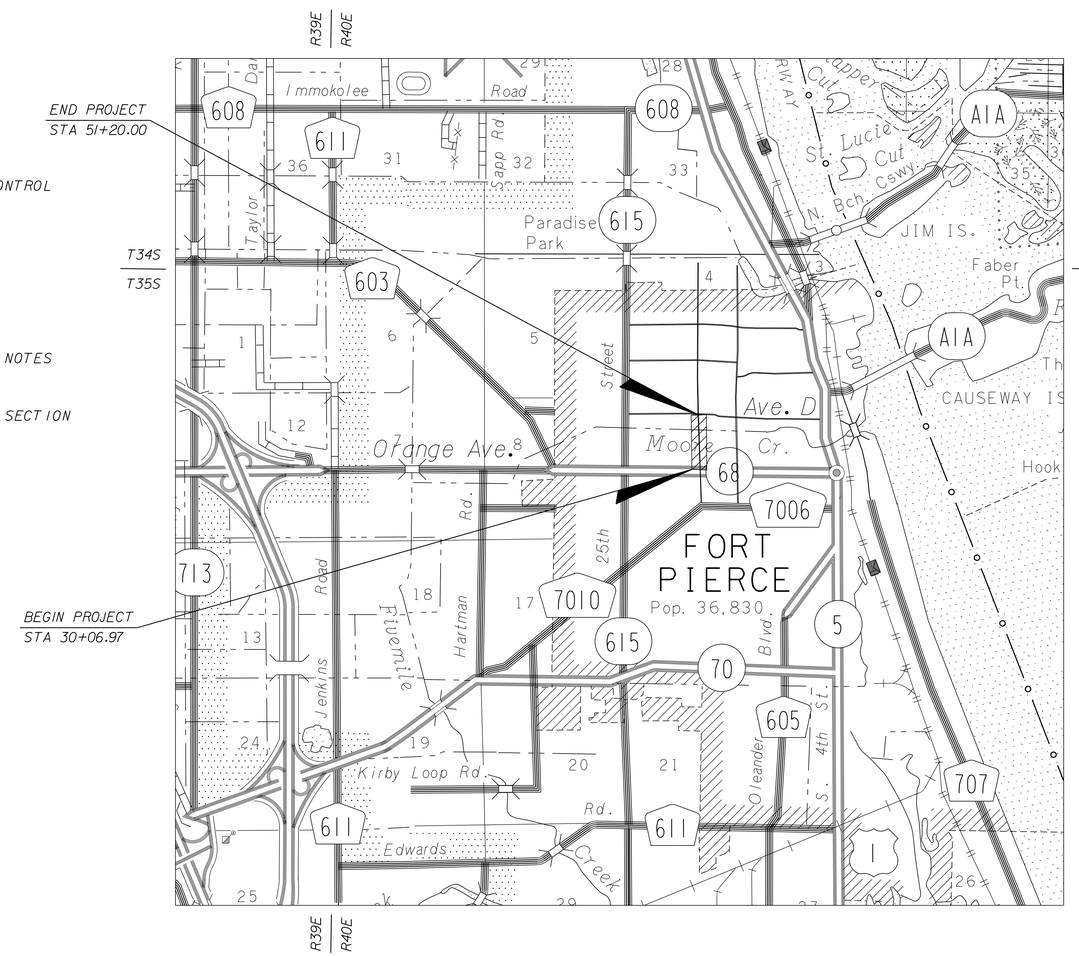
CONTRACT PLANS

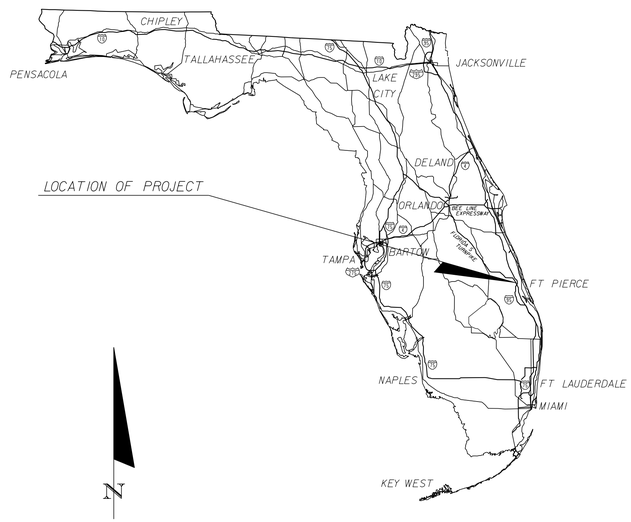
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	SUMMARY OF PAY ITEMS
4	SUMMARY OF QUANTITIES
5	TYPICAL SECTION
6 - 7	HORIZONTAL & VERTICAL CONTROL
8 - 11	PLAN AND PROFILE
12 - 15	MISCELLANEOUS DETAILS
16 - 17	OMITTED
18 - 37	CROSS SECTIONS
38 - 39	SIGNING AND MARKING
40	EROSION CONTROL GENERAL NOTES
41 - 43	EROSION CONTROL
44 - 45	TRAFFIC CONTROL TYPICAL SECTION
46 - 49	UTILITY PLAN / PROFILE
50 - 52	FPUA DETAILS

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS LATEST EDITION,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION LATEST EDITION,
AS AMENDED BY CONTRACT DOCUMENTS.





ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

KIMLEY-HORN AND ASSOCIATES, INC.
BRIAN GOOD, P.E.
445 24TH STREET, SUITE 200
VERO BEACH, FLORIDA 32960

PLANS PREPARED BY:

Kimley»Horn

445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
TEL (772) 794-4100
PROJECT NUMBER: 47922003
CERTIFICATE OF AUTHORIZATION: 00000696

ROADWAY PLANS
ENGINEER OF RECORD: BRIAN GOOD, P.E.

P.E. NO.: 56939

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

PREPARED FOR:
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

SHEET NO.
1

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO APPLICABLE STANDARDS AND SPECIFICATIONS OF THE CITY OF FORT PIERCE, AND FDOT DESIGN STANDARDS, LATEST EDITION.

2. CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST ISSUE AND CITY OF FORT PIERCE STANDARD CONSTRUCTION DETAILS.

3. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

4. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND OTHER FEATURES AFFECTING HIS/HER WORK PRIOR TO CONSTRUCTION, AND NOTIFY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT IMMEDIATELY WHEN CONFLICT BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL WORK AS NEEDED TO AVOID CONFLICT WITH EXISTING UTILITIES (NO ADDITIONAL COST SHALL BE PAID FOR THIS WORK). EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER.

PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES, STRUCTURES, CONDUITS AND/OR SUB-GRADE SHALL BE PERFORMED FOURTEEN DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE CITY WITH A FOURTEEN DAY ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. PAYMENT FOR PRE-TRENCHING, SURVEY, AND BACKFILLING SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

5. THE CONTRACTOR SHALL COORDINATE WITH UTILITIES TO ARRANGE RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK.

6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ANY AND ALL EXISTING UTILITIES ON THIS PROJECT. THE CONTRACTOR WILL RECEIVE NO DIRECT PAYMENT TO SUPPORT AND/OR PROTECT ANY AND ALL UTILITIES. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

7. THE CONTRACTOR SHALL GIVE AT (2) BUSINESS DAYS NOTICE TO UTILITY COMPANIES TO PROVIDE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION. CONTACT SUNSHINE STATE ONE AT 1-800-432-4770.

8. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL APPLICABLE CONSTRUCTION PERMITS PRIOR TO START OF CONSTRUCTION.

9. THE CONTRACTOR SHALL NOTIFY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND CITY'S FIELD REPRESENTATIVE, AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

10. THE CONTRACTOR SHALL CONTACT THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND CITY'S FIELD REPRESENTATIVE IMMEDIATELY OF ANY CONFLICT ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.

11. B.M. DATA IS NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD-'29).

12. EXISTING SECTION CORNERS AND 1/4 SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.

13. STORM SEWER PIPE LENGTHS SHOWN ARE APPROXIMATE, AND MAY BE ADJUSTED AS REQUIRED UPON APROVAL BY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT.

14. INSTALLATION OF ALL STORM SEWERS, INLETS, MANHOLES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AS INDICATED ON THE DRAWINGS. ALL REINFORCED CONCRETE PIPE SHALL BE CLASS III PIPE.

15. ALL CATCH BASINS AND PIPE INVERTS SHALL BE AS INDICATED ON THE DRAWINGS.

16. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.

17. ALL COMPLETED DRAINAGE STRUCTURES SHALL BE PROTECTED FROM CONTAMINATION BY SILT AND CONSTRUCTION DEBRIS. THE CONTRACTOR SHALL PLACE PLYWOOD ON, OR FILTER FABRIC BETWEEN FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE COMPLETED. ALL DRAINAGE STRUCTURES (EXISTING AND PROPOSED) WITHIN PROJECT LIMITS SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

18. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.

19. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZING EARTH, DRIVEWAYS SIDEWALKS, ETC. WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE CITY OF FORT PIERCE FIELD ENGINEER.

20. THE CONTRACTOR SHALL NOT ENCROACH INTO PRIVATE PROPERTY WITH PERSONNEL, MATERIAL OR EQUIPMENT WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, REMOVAL OR MODIFICATION, ACCIDENTALLY OR PURPOSELY, CAUSED TO ANY IRRIGATION SYSTEMS, PRIVATE OR PUBLIC. THE CONTRACTOR SHALL REPLACE ANY DAMAGED, REMOVED, OR MODIFIED IRRIGATION PIPES, SPRINKLER HEADS OR OTHER PERTINENT APPURTENANCES AT NO ADDITIONAL COST.

22. REGARDING MAIL BOXES, WALLS, FENCES, SECURITY GATE TRACKING, OR OTHER PRIVATE PROPERTY OR IMPROVEMENTS THAT SHALL BE TEMPORARILY RELOCATED AND REPLACED, THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE OWNER. ANY AND ALL COSTS ASSOCIATED WITH COORDINATING, REMOVING, AND REPLACING ANY PROPERTY ITEMS SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

23. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT INDEX 600 SERIES, MUTCD AND THESE PLANS. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES VEHICULAR AND PEDESTRIAN ACCESS TO ALL RESIDENCES AND/OR BUSINESSES.

24. NO TREES ARE TO BE REMOVED OR RELOCATED WITHOUT PRIOR APPROVAL FROM THE CITY OF FORT PIERCE FIELD ENGINEER (CITY PERMIT REQUIRED FOR ANY TREE REMOVAL).

25. COMPLETE 'AS-BUILT' INFORMATION RELATIVE TO LOCATION, SIZE AND DEPTH OF NEW PIPES, MANHOLES, INLETS, ETC., SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED (SIGNED AND SEALED BY A FLORIDA CERTIFIED P.LS.) TO THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL RECORD INFORMATION ON EXISTING UTILITY CROSSINGS ENCOUNTERED DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO PIPES, INLETS, MANHOLE, ETC., SHALL BE RECORDED BY A FLORIDA REGISTERED SURVEYOR AND SHOWN ON THE RECORD DRAWINGS. THE COST OF SIGNED AND SEALED AS-BUILTS SHALL BE INCLUDED IN OVERALL BID AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF AND MAKING THE REPAIRS OF EXISTING PAVEMENT, SIDEWALKS, PIPES, CONDUITS, CURBS, CABLES, ETC., WHETHER OR NOT SHOWN ON THE PLANS DAMAGED AS A RESULT OF THE CONTRACTORS OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL RESTORE THEM PROMPTLY AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE CITY OF FORT PIERCE. CONTRACTOR SHALL REPORT ANY DAMAGE TO SIDEWALK, DRIVEWAY, ETC., PRIOR TO BEGINNING WORK IN ANY AREA.

27. ALL DRAINAGE PIPES SHALL BE APPROVED BY CITY OF FORT PIERCE ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL CONSTRUCT A FILTER FABRIC JACKET AT ALL PROPOSED STORM SEWER JOINTS AS PER FDOT INDEX 280. COST OF FILTER FABRIC JACKET SHALL BE INCLUDED IN UNIT PIPE COSTS.

28. EXISTING DRAINAGE STRUCTURES IN CONFLICT WITH PROPOSED DRAINAGE STRUCTURES SHALL BE REMOVED UNLESS OTHERWISE NOTED. ALL OTHER EXISTING DRAINAGE STRUCTUES WITHIN CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED. REMOVAL OF EXISTING DRAINAGE STRUCTURE IS TO INCLUDE ASSOCIATED PIPING TO DOWNSTREAM STRUCTURE OR TO TIE IN WITHIN PROPOSED STORM SEWER PIPING.

29. NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED AS PROPOSED BASE MATERIAL.

30. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER. STAGING AND STORAGE SHALL BE CONDUCTED WITHIN PUBLIC R/W AND/OR CONSTRUCTION EASEMENTS (ACCESS LICENSE AGREEMENTS).

31. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN TO DETERMINE IMPACTS TO EXISTING TREES AND VEGETATION. ALL TREES AND VEGETATION DESIGNATED TO REMAIN SHALL BE PROTECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE CITY.

32. PROPOSED DRAINAGE STRUCTURES HAVE BEEN SIZED BASED UPON THE AVAILABLE UTILITY INFORMATON. THE CONTRACTOR SHALL VERIFY THAT PROPOSED DIMENSIONS WILL ACCOMMODATE THE EXISTING AND PROPOSED STORM SEWER CONFIGURATION PRIOR TO SUBMITTING SHOP DRAWINGS. DRAINAGE CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE DRILLED AT THE SPECIFIED INVERT.

33. EXISTING UTILITY CONTACT INFORMATION:

UTILITY COMPANY	CONTACT	PHONE NUMBER	ADDRESS
AT&T	MARK GUTIERREZ	772-460-4443	3300 OKEECHOBEE RD. FORT PIERCE, FL 34947
COMCAST CABLE	ANTHONY SPRINGSTEEL	561-804-0973	10435 IRONWOOD ROAD PALM BEACH GARDENS, FL 33410
FLORIDA GAS TRANSMISSION - FORT PIERCE	JOSEPH SANCHEZ	407-838-7171	601 S LAKE DESTINY ROAD SUITE 450 MAITLAND, FL 32794
FORT PIERCE UTILITY AUTHORITY ELECTRIC / GAS	PAUL LAGUERRE	772-466-1600	P.O.BOX 3191 FORT PIERCE, FL 34947
FORT PIERCE UTILITY AUTHORITY WATER / SEWER	WILLIAM THIESS	772-466-1600	P.O.BOX 3191 FORT PIERCE, FL 34947

34. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT STANDARD INDEX #102:

A. SILT FENCE SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT ADJACENT TO ANY SOIL DISTURBING ACTIVITIES.

B. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION PER STANDARD INDEX #102.

C. ALL FENCING, GRADING, SIGNING AND SODDING SHALL BE MAINTAINED DURING THE CONTRACT LIFE. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY.

35. DETECTABLE WARNING SURFACES SHALL CONSIST OF A.D.A. TRUNCATED DOME CONCRETE PAVING UNITS (4"X8"X2-3/8"). WARNING SURFACES SHALL EXTEND TWO FEET FROM BACK OF CURB AND SPAN RAMP RUN WIDTH. WARNING SURFACE COLOR SHALL BE "BRICK RED".

36. ROADWAY AND LANDSCAPE IMPROVEMENTS HAVE BEEN PREPARED UNDER DIRECTION THAT ALL ABOVE GROUND ELECTRICAL DISTRIBUTION SERVICES WILL BE RELOCATED UNDERGROUND.

37. ALL EXISTING MAILBOXES WITHIN LIMITS OF CONSTRUCTION SHALL BE RELOCATED IN ACCORDANCE WITH CITY AND POSTAL CODES.

38. NON-STRUCTURAL CONCRETE UTILIZED IN CURB AND GUTTER, SIDEWALK AND URBAN FLARED TURNOUT CONSTRUCTION SHALL CONSIST OF 3000 PSI FIBER REINFORCED MIX.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

GENERAL NOTES

SHEET NO. 2

mike.forman 10/19/2016 8:43:13 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\GENRD01.dgn

SUMMARY OF PAY ITEMS

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY
	ROADWAY		
101-1	MOBILIZATION (NON-UTILITIES)	LS	1
101-2A	MATERIAL TESTING (NON-UTILITIES)	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1
108-1	AS-BUILTS (NON-UTILITIES)	LS	1
110-1-1	CLEARING & GRUBBING	AC	2.62
110-7-4	MAILBOX (RELOCATE)	EA	30
120-1	REGULAR EXCAVATION	CY	2,655
120-6	EMBANKMENT	CY	75
160-4	STABILIZATION, TYPE "B"	SY	7,531
285-706	CEMENTED COQUINA LBR 100 (8")	SY	6,183
285-714	CEMENTED COQUINA LBR 100 (14")	SY	47
286-1	ASPHALT TURNOUT CONSTRUCTION	SY	255
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1")	SY	64
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C)	TN	347
334-1-13B	SUPERPAVE ASPHALTIC CONCRETE (SP-12.5) (TRAFFIC C)	TN	516
425-1-201	INLETS (CURB TYPE 9) (<10')	EA	17
425-1-203	INLETS (CURB TYPE 9) (J BOTTOM) (<10')	EA	1
425-1-529	INLETS (DITCH BOTTOM) (MODIFY)	EA	1
425-1-910	INLETS (CLOSED FLUME)	EA	1
425-2-041	MANHOLES (P-7) (<10')	EA	2
430-171-125	CONCRETE PIPE CULVERT (18" RCP)	LF	905
430-175-218	CONCRETE PIPE CULVERT (14"X23" ERCP)	LF	411
515-1-2	PIPE HANDRAIL - GUIDERAIL (ALUMINUM)	LF	9
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4,463
520-2-4	CONCRETE CURB (TYPE D)	LF	69
520-2-9	CONCRETE CURB (HEADER)	LF	303
522-1	CONCRETE SIDEWALK, 4" THICK	SY	2,216
522-2	CONCRETE SIDEWALK, 6" THICK	SY	1,350
526-1-2A	ARCHITECTURAL PAVERS (ROADWAY)	SF	901
527-2	DETECTABLE WARNINGS	SF	233
550-10-210	FENCING, TYPE B, (0.0-5.0'), STANDARD FEATURES	LF	429
550-10-919	FENCING, SPECIAL TYPE, 0.0-5.0', SPECIAL	LF	88
550-60-211	FENCE GATE, TYPE B, 4' SINGLE, 0.0-6.0' OPENING	EA	2
550-60-222	FENCE GATE, TYPE B, 4' DOUBLE, 6.1-12.0' OPENING	EA	1
550-30-223	FENCE GATE, TYPE B, 4' DOUBLE, 12.1-18.0' OPENING	EA	1
570-1-2	PERFORMANCE TURF (SOD)	SY	3,256
	SIGNING AND MARKING		
700-20-11	SINGLE POST SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	AS	19
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	290
711-11-121	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (6")	LF	4,427
711-11-121	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (12")	LF	322
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")	LF	178
711-11-170	THERMOPLASTIC (STANDARD) (WHITE) (ARROWS)	EA	4
711-11-221	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (6")	LF	4,506
711-11-224	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (18")	LF	268
	UTILITIES		
1	DEMOLITION - WATER FACILITIES	LS	1
2	MOBILIZATION (W / WW)	LS	1
3	CONSTRUCTION LAYOUT / RECORD DRAWINGS (WATER / WASTEWATER)	LS	1
4	BACTERIOLOGICAL SAMPLING POINT	EA	5
5	6" PVC WATER MAIN	LF	1,900
6	6" DUCTILE IRON WATER MAIN	LF	80
7	FIRE HYDRANT	EA	2
8	DUCTILE IRON UTILITY FITTINGS	TN	1.5
9	1" WATER SERVICE (SINGLE SHORT)	EA	20
10	1" WATER SERVICE (DOUBLE SHORT)	EA	1
11	1" WATER SERVICE (SINGLE LONG)	EA	20
12	1" WATER SERVICE (DOUBLE LONG)	EA	1
13	6" RESILIENT SEAT GATE VALVE ASSEMBLY	EA	4
14A	6"X6" TAPPING SLEEVE AND VALVE	EA	1
14B	8"X6" TAPPING SLEEVE AND VALVE	EA	1
15	6" MECHANICAL JOINT BELL RESTRAINT	EA	20
16	6" MEGALUG RESTRAINT	EA	48
17	6" WATER MAIN DEFLECTION	EA	3
18	6" WATERMAIN TIE-IN AT NORTH & SOUTH SIDE OF CANAL (W/O DEADMAN)	EA	2
19	6" WATER MAIN TIE-IN AT AVE C (WITH DEADMAN)	EA	1
20	6" WATER MAIN REMOVAL IN NON-UTILITY AREAS	LF	1,635
21	6" WATER MAIN REMOVAL IN UTILITIY AREAS	LF	325
22	DEMOLITION (WASTEWATER)	LS	1
23	8" PVC, SEWER MAIN (0'-6')	LF	1,234
24	8" PVC, SEWER MAIN (>6'-8')	LF	231
25	8" DUCTILE IRON SEWER MAIN (0'-6')	LF	100
26	PRECAST 4 FT CONCRETE SANITARY MANHOLES (0'-6')	EA	5
27	PRECAST 4 FT CONCRETE SANITARY MANHOLES (>6'-8')	EA	1
28	6" PVC SEWER SERVICE (SINGLE, 0'-6')	EA	41
29	6" PVC SEWER SERVICE (SINGLE, >6'-8')	EA	4
30	6" DIP SEWER SERVICE (>0'-6')	EA	2
31	SANITARY SEWER/STORM CONFLICT STRUCTURE AND SANITARY PIPING	EA	1
32	STAINLESS STEEL-BACKED SEWER FITTINGS	EA	5
101-2A	MATERIAL TESTING (UTILITIES)	LS	1
630-2-11	CONDUIT (F&I) (4") (SCH 40)	LF	456

PAY ITEM FOOTNOTES

101-2A, 101-2B — THE CONTRACTOR SHALL RETAIN THE SERVICES OF A TESTING LABORATORY TO PROVIDE TESTING SERVICES AS REQUIRED BY THE PROJECT SPECIFICATIONS. ALL INSPECTIONS, TEST OR APPROVALS REQUIRED BY LAWS OR REGULATIONS SHALL BE PERFORMED. THE TESTING LABORATORY SHALL MAIL COPIES OF ALL TEST REPORTS INDEPENDENTLY TO THE CITY, ENGINEER AND CONTRACTOR. ALL TESTING COSTS ASSOCIATED WITH INSTALLATION OF THE PROPOSED UTILITY IMPROVEMENTS SHALL BE INCORPORATED WITH PAY ITEM 101-2B, ALL OTHER TESTING COSTS SHALL BE INCORPORATED INTO PAY ITEM 101-2A.

102-1 — COST OF MAINTENANCE OF TRAFFIC SHALL INCLUDE BUT NOT BE LIMITED TO CONSTRUCTION SIGNS, BUSINESS SIGNS, TEMPORARY BARRICADES, VARIABLE MESSAGE SIGNS, TEMPORARY REFLECTIVE PAVEMENT MARKERS, TEMPORARY PAVEMENT MARKINGS, INCIDENTAL TEMPORARY PAVEMENT, DUST CONTROL, ANY TEMPORARY DRAINAGE ELEMENTS BEYOND WHAT IS SPECIFIED IN THE CONTRACT DOCUMENTS, AND ALL ITEMS NECESSARY TO MEET THE MAINTENANCE OF TRAFFIC REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AS PRESCRIBED IN SECTION 600 OF THE FDOT STANDARD INDEXES.

104-2 — COST TO INCLUDE, BUT NOT LIMITED TO, DESILTING ALL EXISTING AND PROPOSED DRAINAGE STRUCTURES AND CULVERTS WITHIN THE PROJECT LIMITS PRIOR TO FINAL ACCEPTANCE. COST TO INCLUDE ALL NECESSARY EROSION CONTROL MEASURES AND MATERIALS.

110-1-1 — COST TO INCLUDE, BUT NOT LIMITED TO, REMOVAL AND DISPOSAL OF EXISTING SIDEWALK IN CONFLICT WITH THE PROPOSED IMPROVEMENTS.

285-706, 285-714 — THE COST OF THE PRIME COAT SHALL BE INCLUDED IN THE PRICE OF THE BASE.

286-1 — COST TO INCLUDE, BUT NOT LIMITED TO, BASE MATERIAL AND ASPHALTIC CONCRETE.

334-1-13X — THE COST OF THE TACK COAT SHALL BE INCLUDED IN THE PRICE OF THE ASPHALT.

520-2-9 — COST OF HEADER CURB TO INCLUDE STEEL REINFORCEMENT.

526-1-2A — COST TO INCLUDE BUT NOT LIMITED TO, PAVERS, BEDDING SAND, 6" THICK CONC. SUB-SLAB, LABOR AND ALL INCIDENTAL ITEMS NECESSARY.

522-1 — COST OF PEDESTRIAN RAMPS AND WARNING DOMES TO BE INCLUDED. ALL SIDEWALK JOINTS ARE TO BE SAWCUT AS PER FDOT SPECIFICATION. TOOLED JOINTS ARE NOT PERMITTED.

570-1-2 — COST OF PERFORMANCE TURF TO INCLUDE SOD, FERTILIZER, MOWING, WATERING, TOOLS, EQUIPMENT, LABOR AND ALL INCIDENTAL ITEMS NECESSARY. TURF TO MATCH EXISTING ADJACENT R/W TURF.

1 - 32 — PAY ITEM FOOTNOTES REGARDING ALL PROPOSED UTILITY IMPROVEMENTS ARE REFERENCED UNDER SECTION 01550 MEASUREMENT AND PAYMENT OF BID DOCUMENTS.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

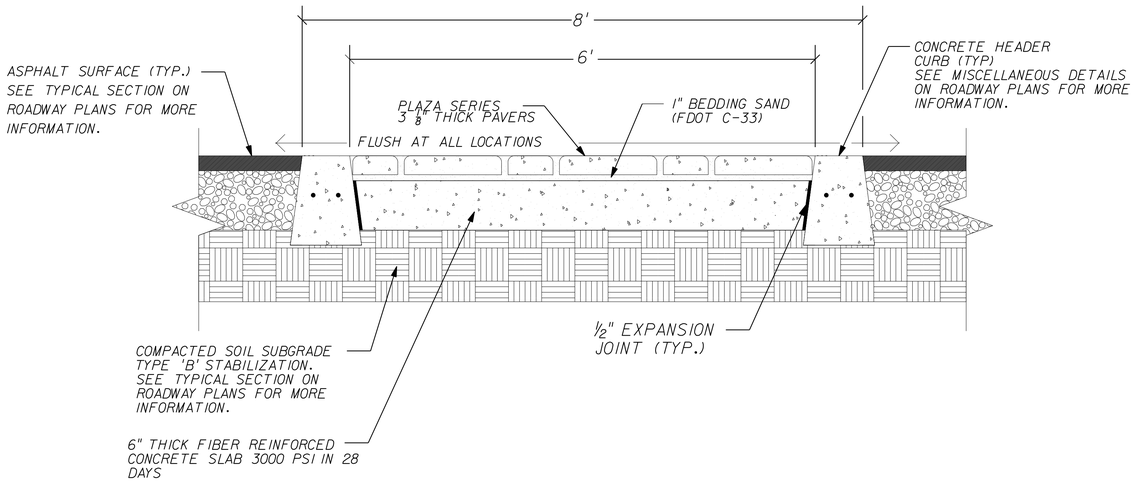
SUMMARY OF PAY ITEMS

SHEET NO. 3

mike.forman 10/19/2016 8:43:14 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\SUMQRD01.dgn

SUMMARY OF FENCE

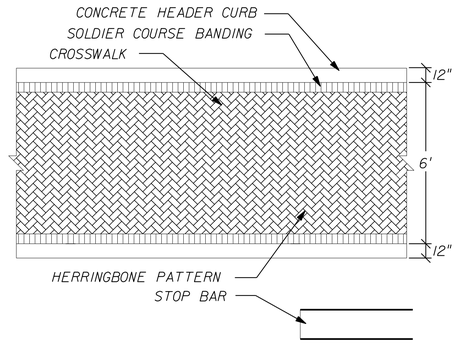
N. 17TH STREET		SIDE	FENCE LENGTH					SWING GATE			FIELD BOOK REFERENCE
			TYPE 'B'			PICKET VINYL	PICKET WOODEN	SINGLE	DOUBLE		
FROM STATION	TO STATION		6' HEIGHT	5' HEIGHT	4' HEIGHT	4' HEIGHT	4' HEIGHT	4' WIDTH	18' WIDTH	24' WIDTH	
33+87.30	33+87.67	RT	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	
33+99.67	34+24.21	RT	0.0	0.0	25.0	0.0	0.0	0.0	0.0	0.0	
34+53.97	34+90.13	RT	0.0	0.0	0.0	0.0	36.0	0.0	0.0	0.0	
35+45.36	36+38.52	RT	0.0	0.0	126.0	0.0	0.0	1.0	0.0	0.0	
36+19.07	36+57.14	LT	0.0	0.0	38.0	0.0	0.0	0.0	0.0	0.0	
36+77.28	37+65.37	RT	0.0	0.0	105.0	0.0	0.0	0.0	0.0	0.0	
37+57.94	37+86.02	LT	0.0	0.0	28.0	0.0	0.0	0.0	0.0	0.0	
36+83.66	39+14.32	RT	0.0	0.0	31.0	0.0	0.0	0.0	0.0	0.0	
39+07.78	39+32.85	LT	0.0	0.0	0.0	25.0	0.0	0.0	0.0	0.0	
39+37.62	39+57.67	LT	0.0	0.0	0.0	27.0	0.0	0.0	1.0	0.0	
47+31.19	47+40.25	RT	0.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0	
48+93.76	49+73.38	RT	0.0	0.0	55.0	0.0	0.0	1.0	0.0	1.0	
TOTAL:			0.0	12.0	417.0	52.0	36.0	2.0	1.0	1.0	



-SAND-SWEEP JOINTS USING POLYMERIC SAND JOINING MATERIAL
JOINTS SHALL NOT EXCEED 1/8"
-SEAL WITH PROTECTIVE SEALANT OR MANUFACTURER'S APPROVED EQUAL

CROSSWALK PAVING DETAIL - SECTION

SECTION N.T.S.



PAVER INFORMATION:
MANUFACTURED BY HANSON PAVER PRODUCTS
PAVER: PLAZA SERIES 4"X8"X3 1/8"
COLOR: RED/TAN/CHARCOAL (SOLID BRICK COLORS)
FIELD PATTERN: 45° HERRINGBONE
BANDING PATTERN: SOLDIER COURSE (RED)

CROSSWALK PAVING DETAIL - PLAN

PLAN N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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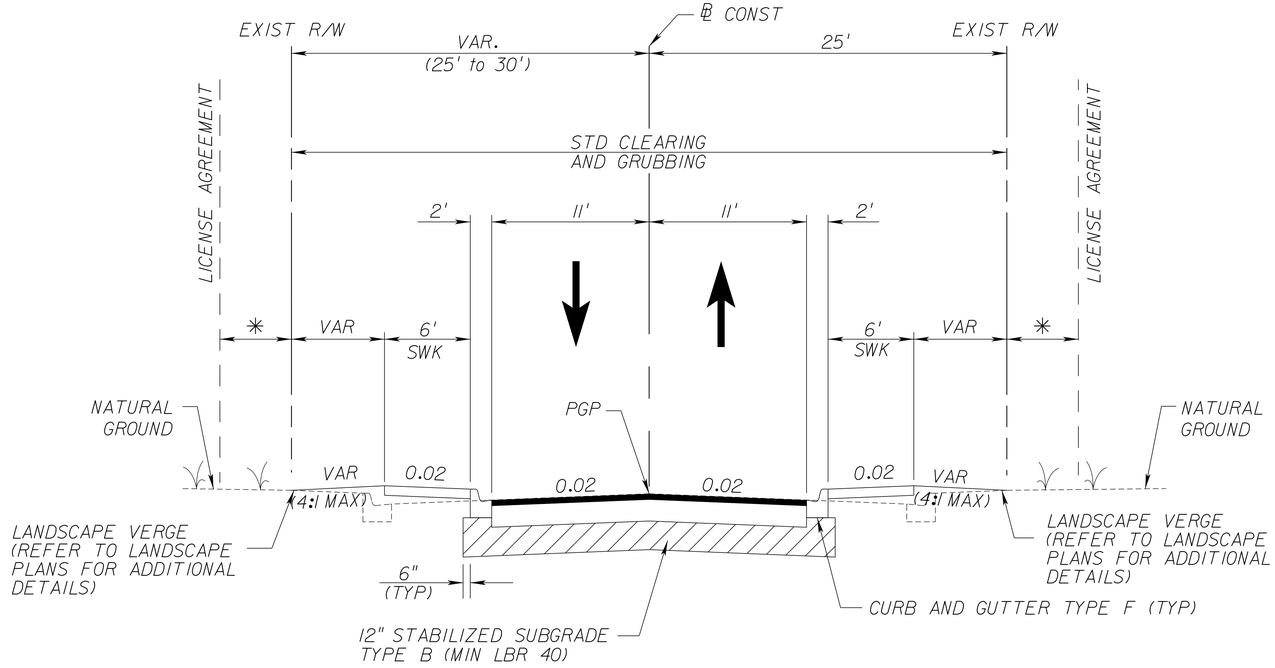
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

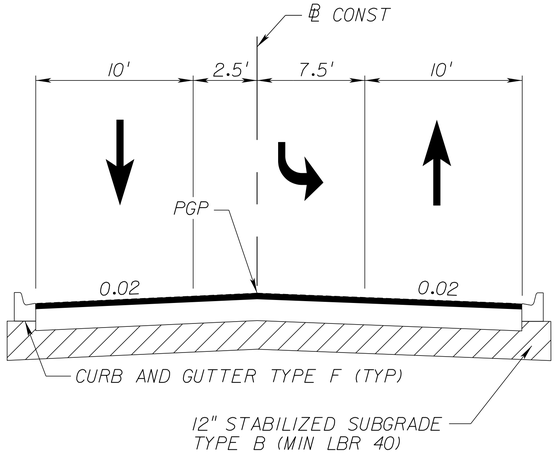
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

SUMMARY OF QUANTITIES

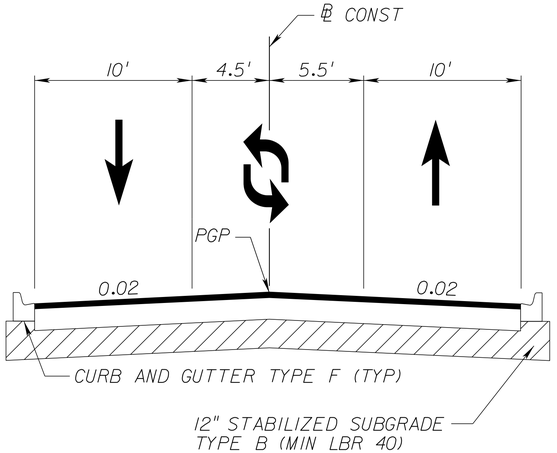
SHEET NO. 4

mike.forman 10/19/2016 8:43:37 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\SPDTRD07.dgn





STA 30+48.47 TO STA 32+60.00



STA 48+30.00 TO STA 51+05.24

* SEE PLANS FOR ADDITIONAL INFORMATION REGARDING WIDTHS AND LOCATIONS.

PAVEMENT DESIGN

TYPE SP 9.5 STRUCTURAL COURSE (TRC)(1")
TYPE SP 12.5 STRUCTURAL COURSE (TRC)(1.5")
CEMENTED COQUINA LBR 100 (8")
STABILIZED SUBGRADE TYPE 'B' (12")

FDOT PAVEMENT DESIGN

TYPE SP 9.5 STRUCTURAL COURSE (TRC)(1")
TYPE SP 12.5 STRUCTURAL COURSE (TRC)(2")
CEMENTED COQUINA LBR 100 (14")
STABILIZED SUBGRADE TYPE 'B' (12")

PAVEMENT MILLING

MILL EXISTING ASPHALT PAVEMENT (1")

PAVEMENT RESURFACING

TYPE SP 9.5 STRUCTURAL COURSE (TRC)(1")

POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH

NORTH 17TH STREET

℄ STA 30+48.47 TO STA 51+05.24

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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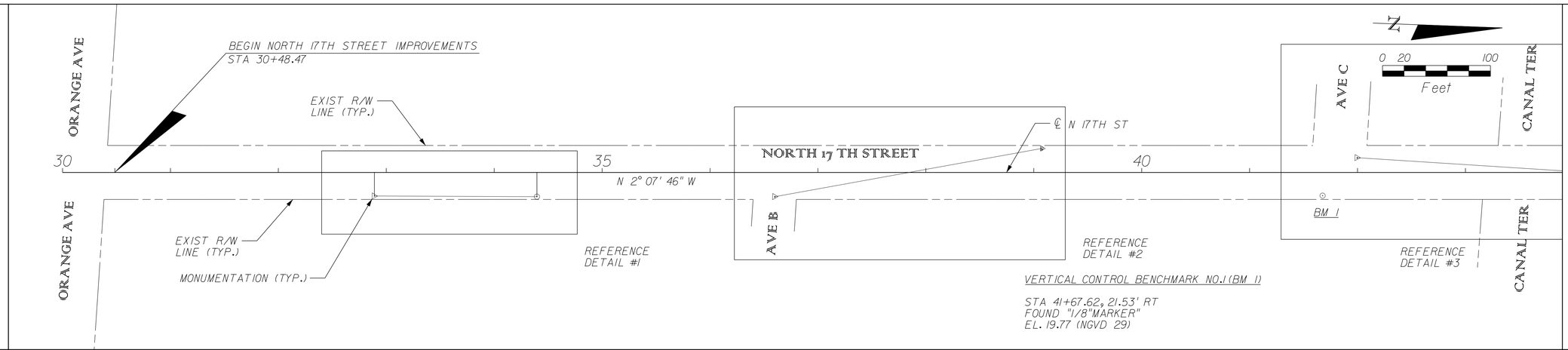
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

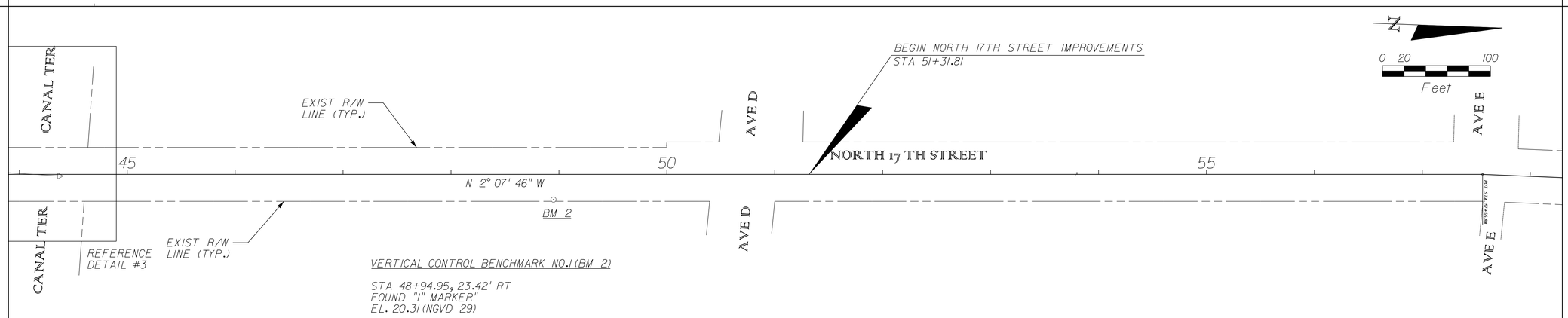
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

TYPICAL SECTION

SHEET NO. 5

mike.forman 10/19/2016 8:43:42 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\typsrd01.dgn





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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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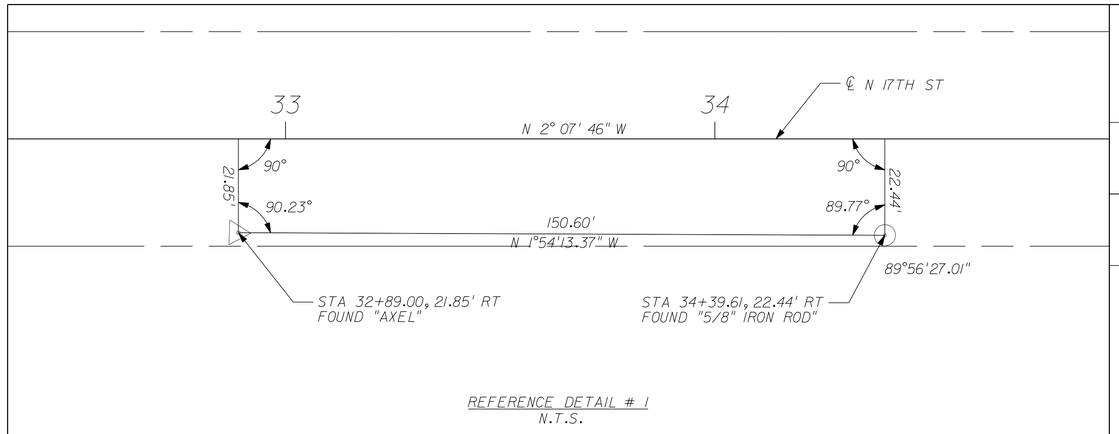
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

HORIZONTAL & VERTICAL CONTROL

SHEET NO. 6

mike.forman 10/19/2016 8:43:43 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\PLANHVC01.dgn



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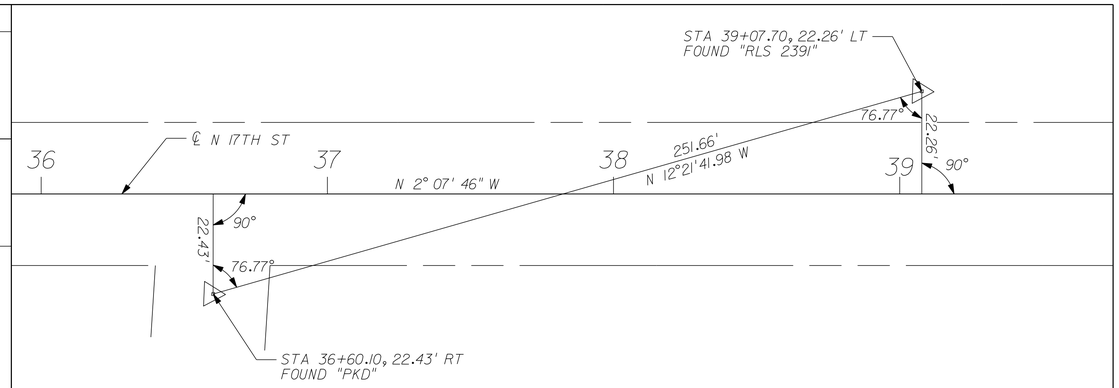

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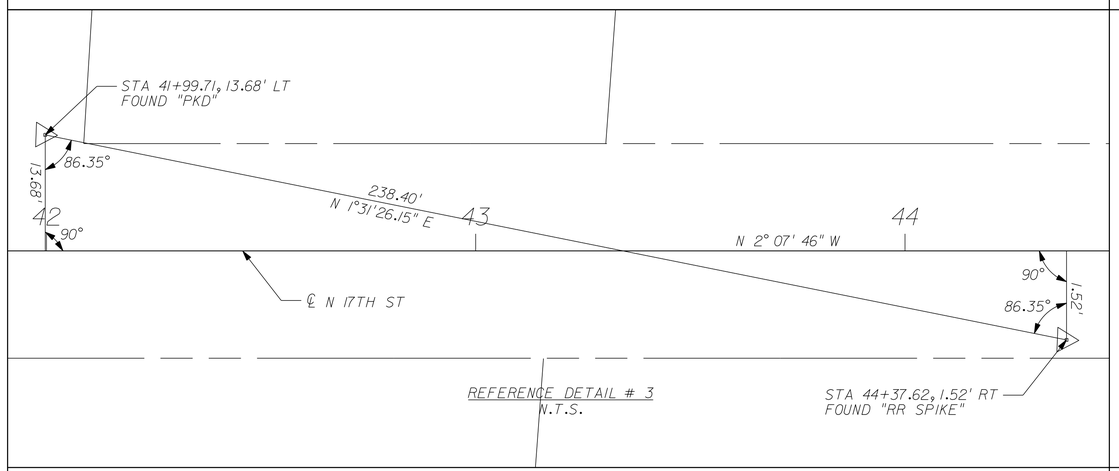

REFERENCE DETAIL # 3
N.T.S.

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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

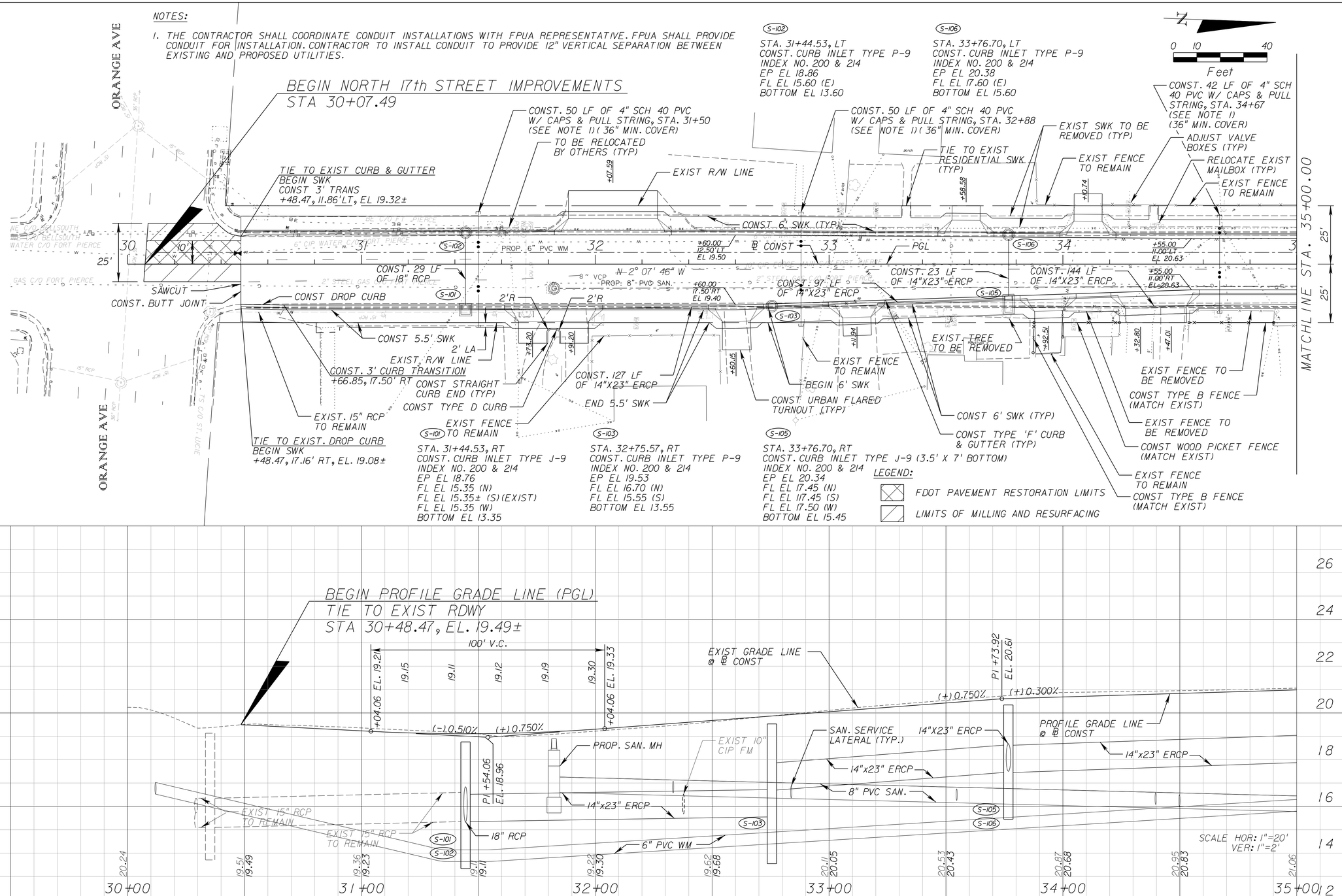
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

HORIZONTAL & VERTICAL CONTROL

SHEET NO.
7

NOTES:

1. THE CONTRACTOR SHALL COORDINATE CONDUIT INSTALLATIONS WITH FPUA REPRESENTATIVE. FPUA SHALL PROVIDE CONDUIT FOR INSTALLATION. CONTRACTOR TO INSTALL CONDUIT TO PROVIDE 12" VERTICAL SEPARATION BETWEEN EXISTING AND PROPOSED UTILITIES.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

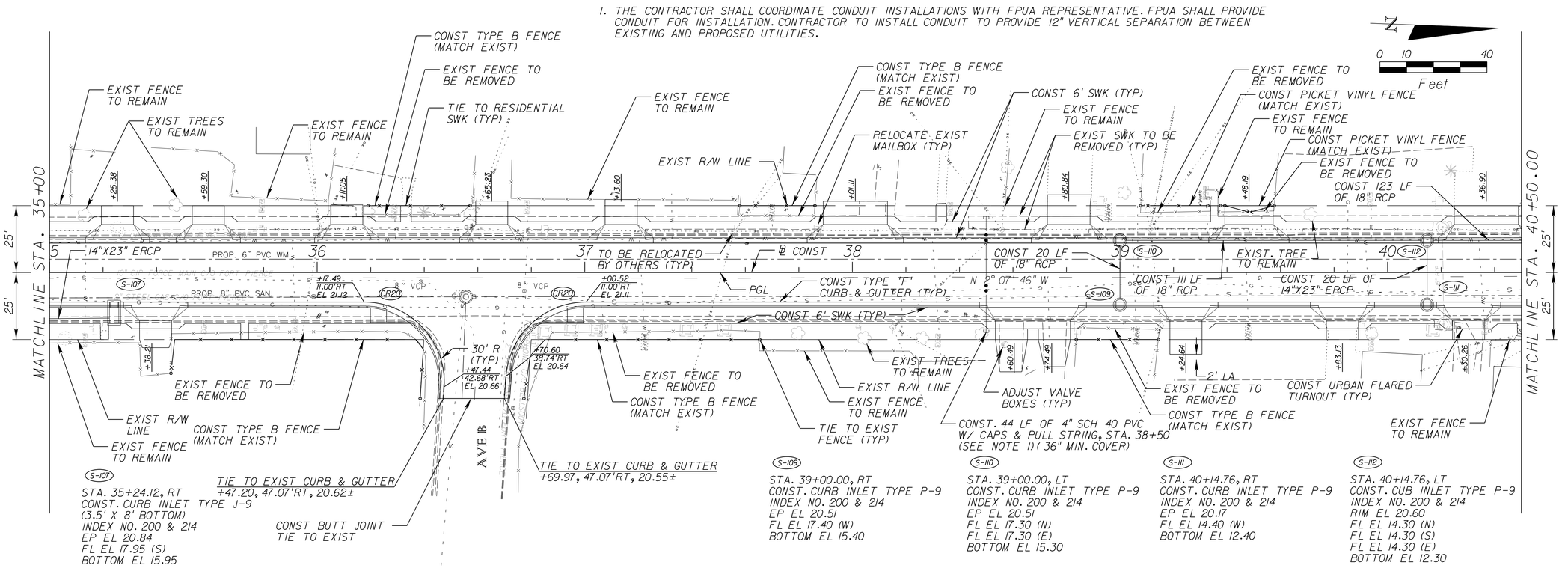
PLAN AND PROFILE

SHEET NO. 8

mike.forman 10/19/2016 8:43:48 AM K:\VRB_Roadway\47922003\cadd\Phase I\rdwy\PLPRRD01.dgn

NOTES:

1. THE CONTRACTOR SHALL COORDINATE CONDUIT INSTALLATIONS WITH FPUA REPRESENTATIVE. FPUA SHALL PROVIDE CONDUIT FOR INSTALLATION. CONTRACTOR TO INSTALL CONDUIT TO PROVIDE 12" VERTICAL SEPARATION BETWEEN EXISTING AND PROPOSED UTILITIES.



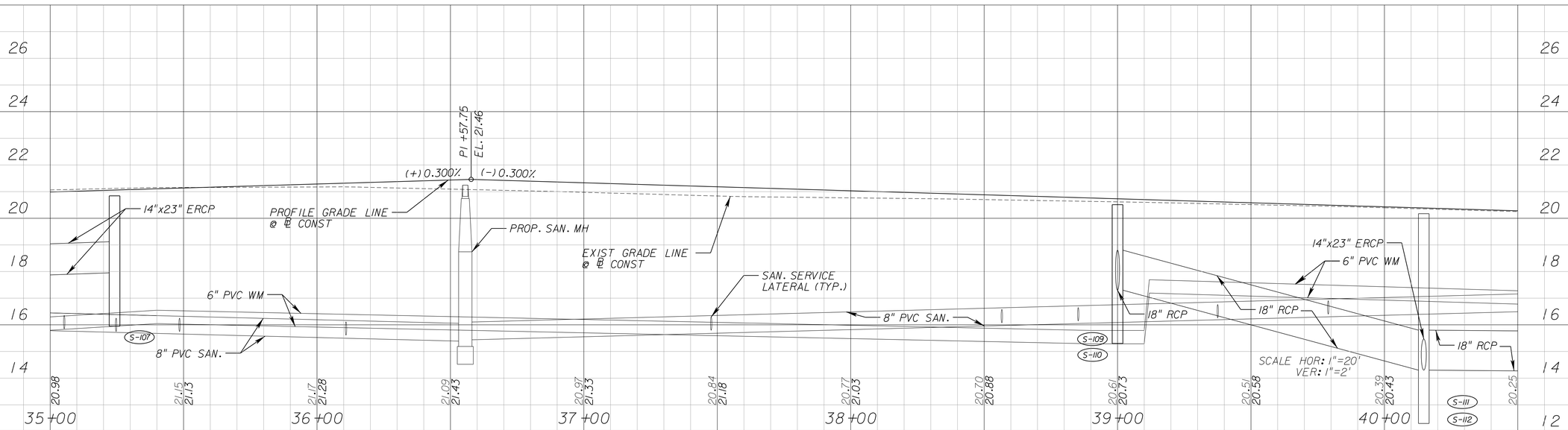
S-107
STA. 35+24.12, RT
CONST. CURB INLET TYPE J-9
(3.5' X 8' BOTTOM)
INDEX NO. 200 & 214
EP EL 20.84
FL EL 17.95 (S)
BOTTOM EL 15.95

S-109
STA. 39+00.00, RT
CONST. CURB INLET TYPE P-9
INDEX NO. 200 & 214
EP EL 20.51
FL EL 17.40 (W)
BOTTOM EL 15.40

S-110
STA. 39+00.00, LT
CONST. CURB INLET TYPE P-9
INDEX NO. 200 & 214
EP EL 20.51
FL EL 17.30 (N)
FL EL 17.30 (E)
BOTTOM EL 15.30

S-111
STA. 40+14.76, RT
CONST. CURB INLET TYPE P-9
INDEX NO. 200 & 214
EP EL 20.17
FL EL 14.40 (W)
BOTTOM EL 12.40

S-112
STA. 40+14.76, LT
CONST. CUB INLET TYPE P-9
INDEX NO. 200 & 214
RIM EL 20.60
FL EL 14.30 (N)
FL EL 14.30 (S)
FL EL 14.30 (E)
BOTTOM EL 12.30



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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P.E. LICENSE NUMBER 56939
445 24TH STREET, SUITE 200
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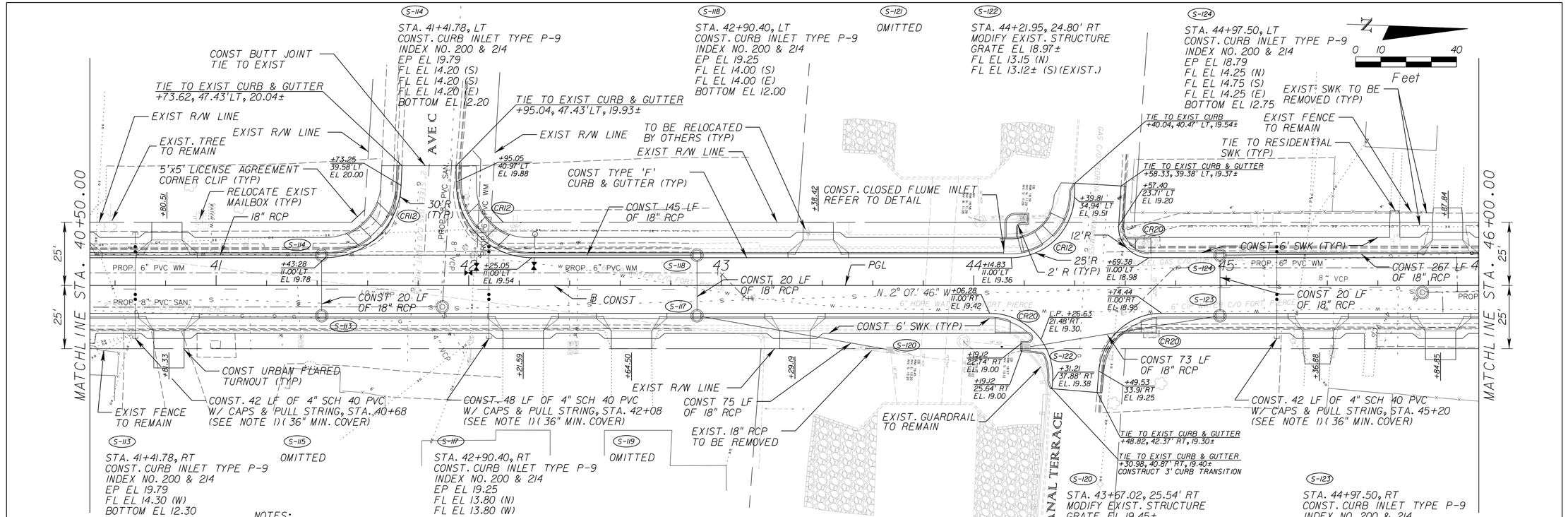
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

PLAN AND PROFILE

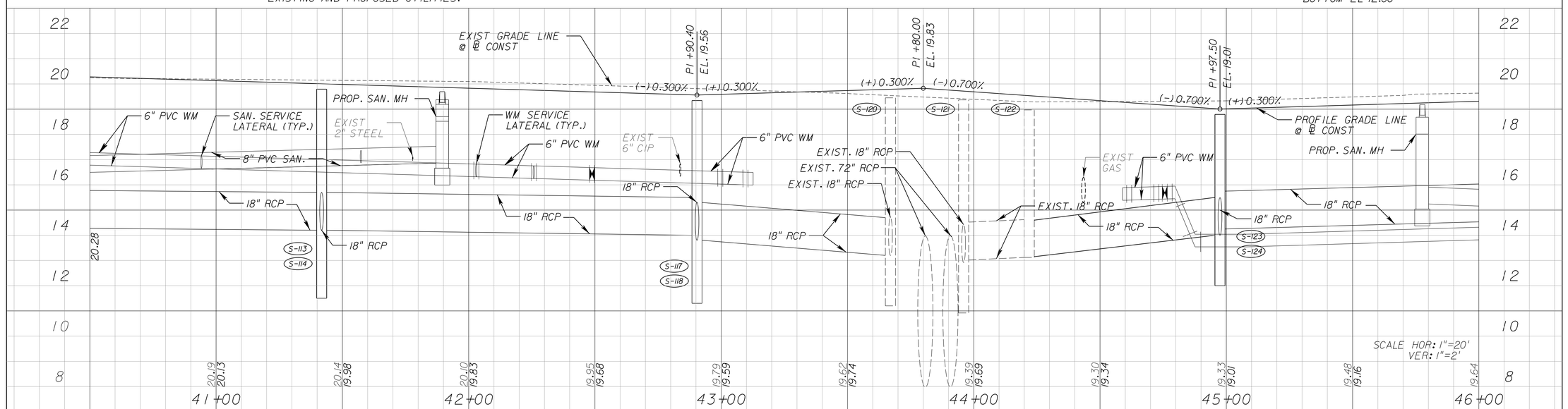
SHEET NO. 9

mike.forman 10/19/2016 8:43:49 AM K:\VRB_Roadway\47922003\cadd\Phase I\rdwy\PLPRRD02.dgn



NOTES:

1. THE CONTRACTOR SHALL COORDINATE CONDUIT INSTALLATIONS WITH FPUA REPRESENTATIVE. FPUA SHALL PROVIDE CONDUIT FOR INSTALLATION. CONTRACTOR TO INSTALL CONDUIT TO PROVIDE 12" VERTICAL SEPARATION BETWEEN EXISTING AND PROPOSED UTILITIES.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

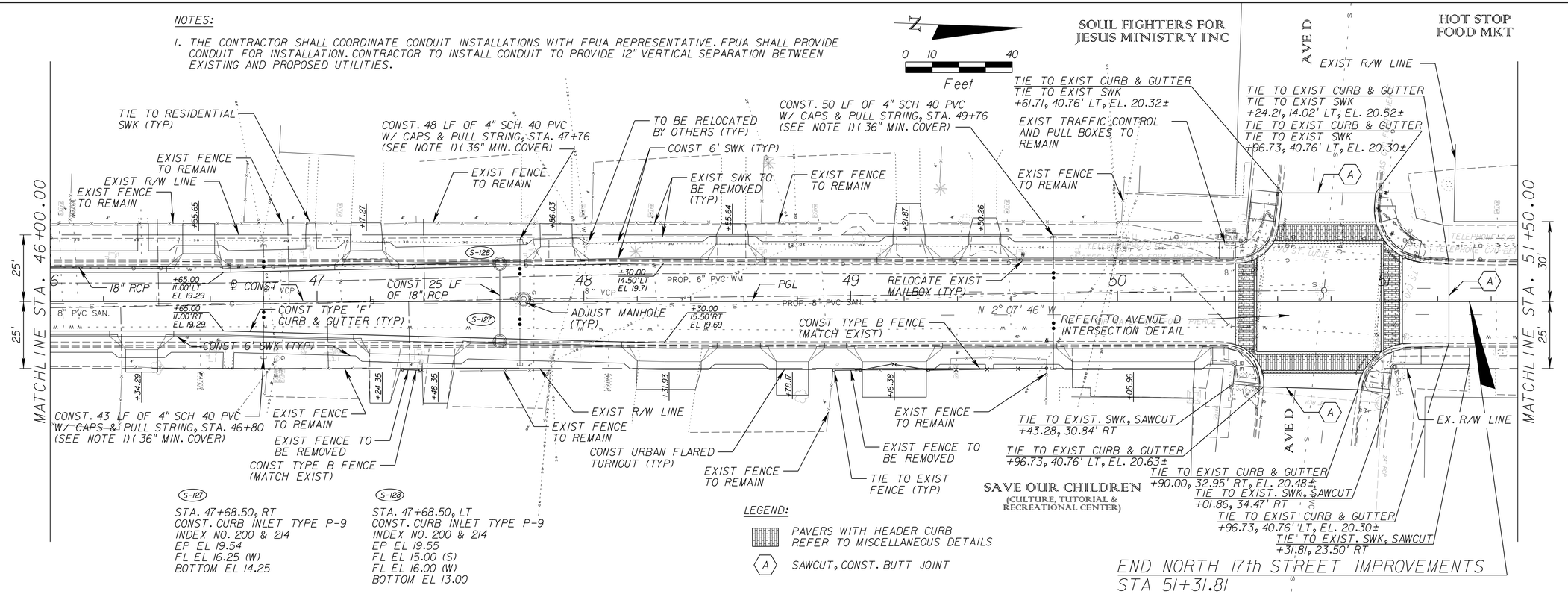
PLAN AND PROFILE

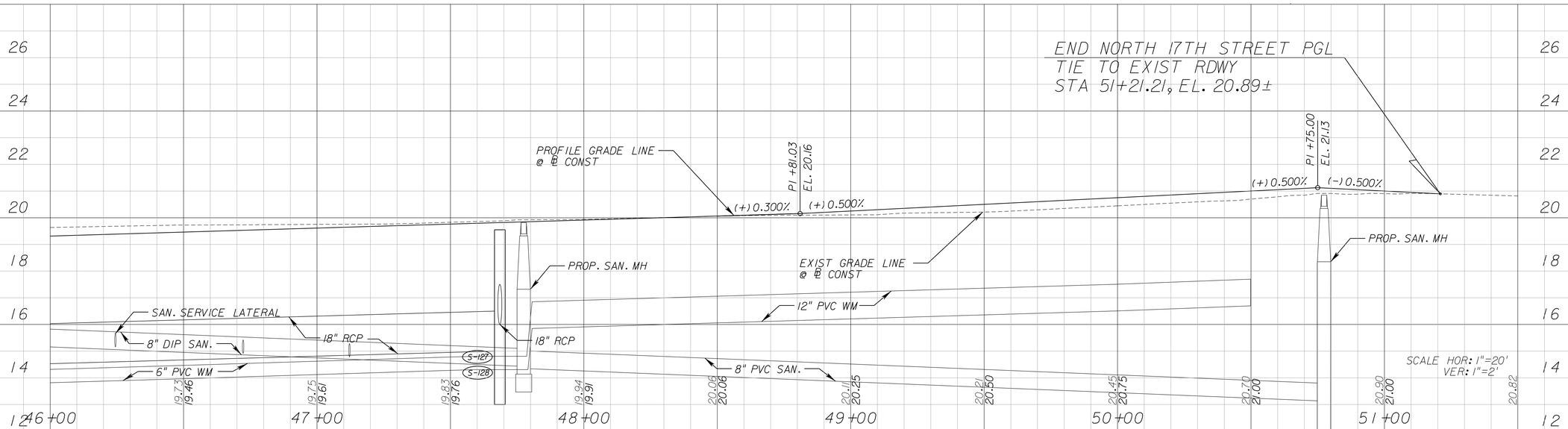
SHEET NO. 10

mike.forman 10/19/2016 8:43:51 AM K:\VRB_Roadway\47922003\cadd\Phase I\rdwy\PLPRRD03.dgn

NOTES:

1. THE CONTRACTOR SHALL COORDINATE CONDUIT INSTALLATIONS WITH FPUA REPRESENTATIVE. FPUA SHALL PROVIDE CONDUIT FOR INSTALLATION. CONTRACTOR TO INSTALL CONDUIT TO PROVIDE 12" VERTICAL SEPARATION BETWEEN EXISTING AND PROPOSED UTILITIES.





REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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P.E. LICENSE NUMBER 56939
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CERTIFICATE OF AUTHORIZATION: 00000696

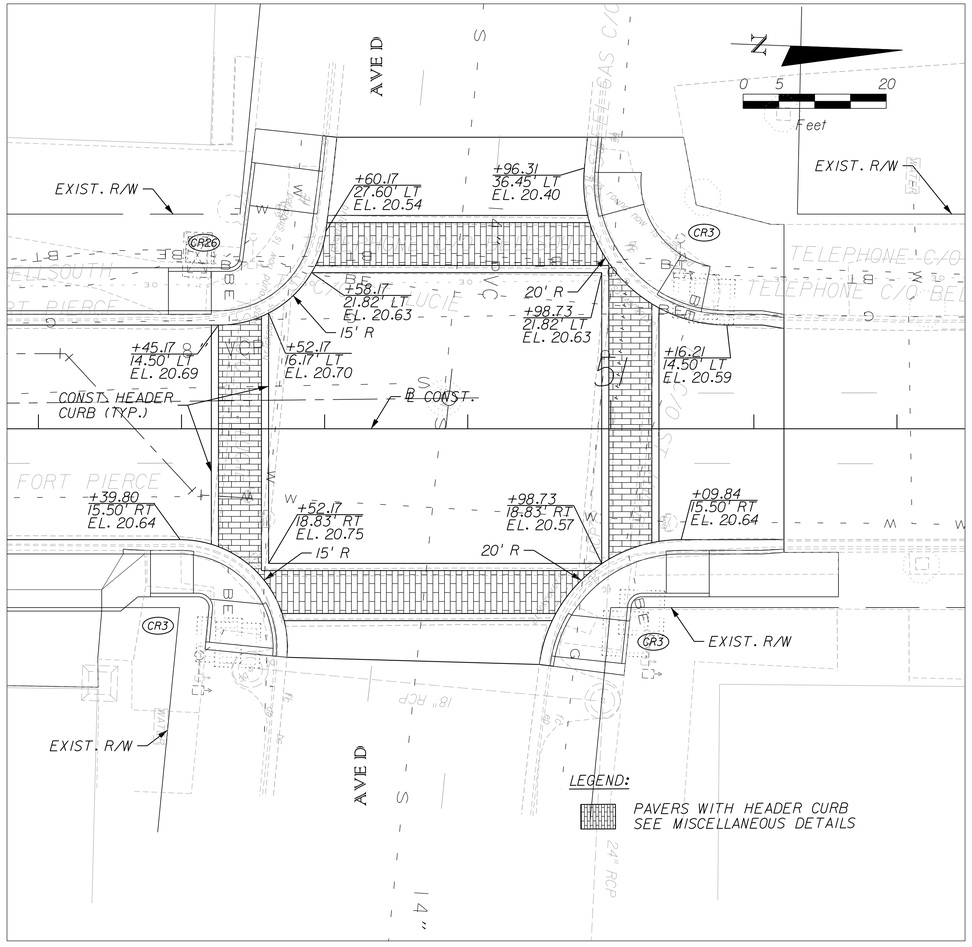
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

PLAN AND PROFILE

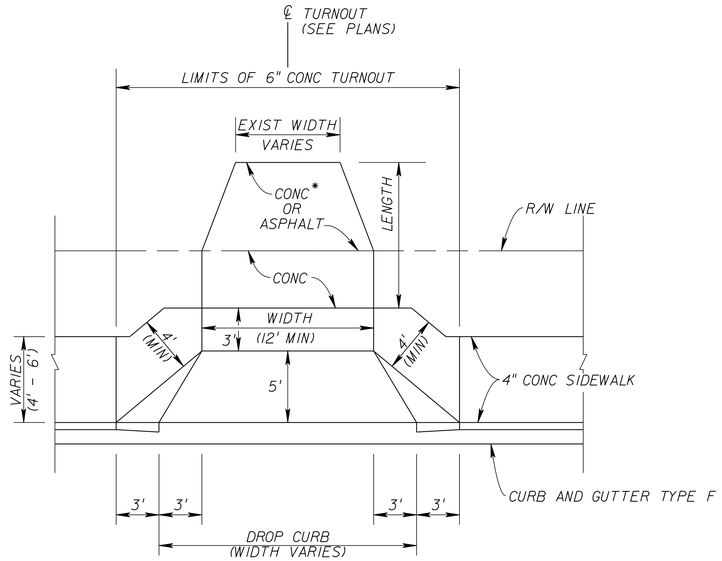
SHEET NO.
11

mike.forman 10/19/2016 8:43:53 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\PLPRRD04.dgn



NORTH 17TH STREET / AVENUE D INTERSECTION DETAIL

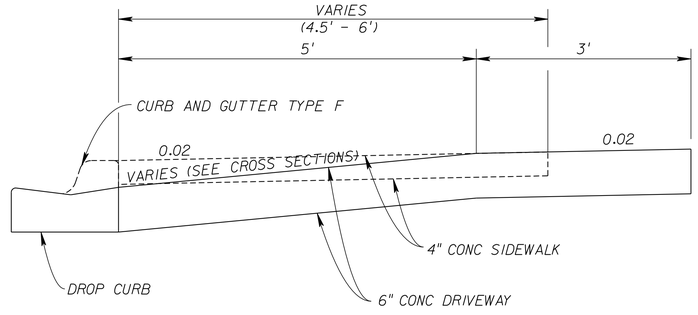
N.T.S.



* - MATERIAL CLASSIFICATION & QUANTITY DESCRIBED IN SUMMARY OF TURNOUT TABLE

URBAN FLARED TURNOUT - PLAN VIEW

N.T.S.



URBAN FLARED TURNOUT - PROFILE

N.T.S.

NOTES:
1. COST OF DROP CURB TO BE INCLUDED IN THE COST OF PARENT CURB.
2. CONCRETE SHALL CONSIST OF 3000 PSI FIBER REINFORCED MIX.
3. MINIMUM URBAN FLARED TURNOUT GRADE IS 7.00%.
MAXIMUM URBAN FLARED TURNOUT GRADE IS 9.90%. REFER TO DRIVEWAY CROSS SECTIONS FOR SPECIFIC GRADE DESIGNATION.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

MISCELLANEOUS DETAILS

SHEET NO. 12

mike.forman 10/19/2016 8:43:55 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\SPDTR001.dgn

SUMMARY OF TURNOUTS

N. 17TH STREET STATION	SIDE	WIDTH (FT)	LENGTH (FT)	CONCRETE AREA (SY) CONCRETE SIDEWALK (6" THICK)		ASPHALT AREA (SY) TYPE SP 12.5 STR. CRS. (TRAF. C) (2") CEMENTED COQUINA LBR100 (5")		FIELD BOOK REFERENCE
				PLAN	FINAL	PLAN	FINAL	
31+73.20	RT	15.0	7.0	18.0		8.0		
31+91.20	RT	15.0	7.0	18.0		8.0		
32+07.59	LT	38.0	9.0	54.0		27.4		
32+60.15	RT	12.0	9.0	20.0		12.0		
33+11.94	RT	12.0	5.0	20.0		6.0		
33+58.58	LT	12.0	3.0	25.0		0.0		
33+92.51	RT	12.0	15.0	23.0		16.0		
34+10.74	LT	12.0	9.0	32.0		0.0		
34+32.80	RT	13.0	3.0	21.0		0.0		
34+47.01	RT	13.0	4.0	21.0		0.0		
35+25.38	LT	12.0	4.0	26.0		0.0		
35+38.21	RT	12.0	7.0	26.0		4.0		
35+59.30	LT	12.0	4.0	26.0		0.0		
36+11.05	LT	12.0	4.0	26.0		0.0		
36+65.23	LT	12.0	6.0	26.0		2.0		
37+13.60	LT	12.0	6.0	26.0		3.0		
38+01.11	LT	24.0	6.0	46.0		0.0		
38+60.49	RT	14.0	16.0	23.0		14.0		
38+74.49	RT	14.0	14.0	23.0		11.0		
38+80.84	LT	16.0	8.0	38.0		0.0		
39+24.64	RT	12.0	10.0	26.0		7.0		
39+48.19	LT	18.0	4.0	34.0		0.0		
39+83.13	RT	12.0	4.0	26.0		0.0		
40+30.26	RT	12.0	4.0	26.0		0.0		
40+36.90	LT	24.0	4.0	42.0		0.0		
40+80.51	LT	12.0	4.0	26.0		0.0		
40+81.33	RT	12.0	12.0	26.0		10.0		
42+21.59	RT	16.0	4.0	31.0		0.0		
42+64.50	RT	16.0	4.0	31.0		0.0		
43+29.19	RT	12.0	4.0	26.0		0.0		
43+38.42	LT	12.0	4.0	26.0		0.0		
45+36.88	RT	12.0	10.0	33.0		0.0		
45+84.85	RT	12.0	8.0	26.0		6.0		
45+87.84	LT	12.0	10.0	33.0		0.0		
46+34.29	RT	12.0	5.0	26.0		2.0		
46+55.65	LT	12.0	8.0	31.0		0.0		
47+17.27	LT	12.0	7.0	30.0		0.0		
47+24.35	RT	16.0	15.0	22.0		14.0		
47+48.35	RT	16.0	15.0	21.0		15.0		
47+86.03	LT	12.0	6.0	28.0		0.0		
48+31.93	RT	24.0	7.0	50.0		0.0		
48+55.64	LT	12.0	5.0	26.0		0.0		
48+78.17	RT	12.0	10.0	21.0		13.0		
49+16.38	RT	24.0	10.0	31.0		27.0		
49+21.87	LT	12.0	12.0	35.0		0.0		
49+50.26	LT	12.0	7.0	29.0		0.0		
50+05.96	RT	46.0	10.0	50.0		49.0		
TOTAL				1350.0	0.0	254.4	0.0	

NOTES:

1. STATIONING REFERS TO ℄ OF 13TH STREET.
2. REFER TO URBAN FLARED TURNOUT DETAIL FOR ADDITIONAL INFORMATION.
3. ASPHALT TURNOUT CONSTRUCTION (ASPHALT AREA) EXTENDS FROM EXISTING RIGHT-OF-WAY TO EXISTING GRADE AS DELINEATED WITHIN PLAN & PROFILE AND CROSS SECTION SHEETS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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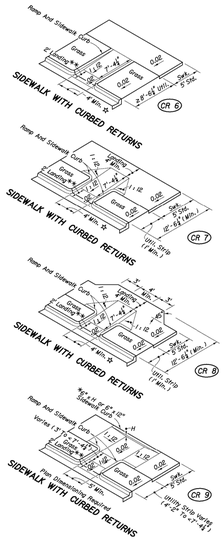
CERTIFICATE OF AUTHORIZATION: 00000696

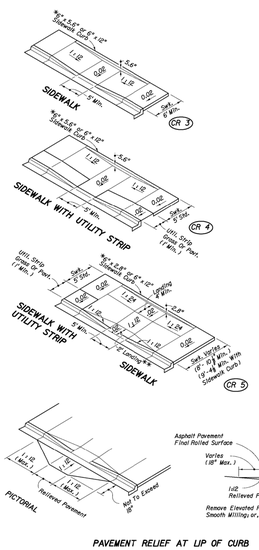
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

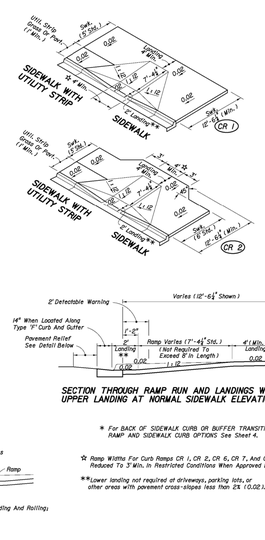
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

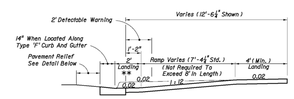
MISCELLANEOUS DETAILS

SHEET NO.
13

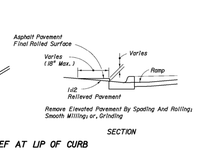








SECTION THROUGH RAMP RUN AND LANDINGS WITH UPPER LANDING AT NORMAL SIDEWALK ELEVATION



SECTION

Remove Elevated Pavement By Spalling And Rolling; Smooth Milling; or, Grinding

PAVEMENT RELIEF AT LIP OF CURB

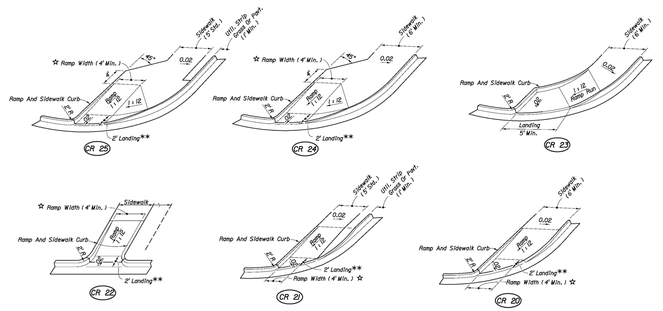
* For BACK OF SIDEWALK CURB OR BUFFER TRANSITION And For RAMP AND SIDEWALK CURB OPTIONS See Sheet 4.

☆ Ramp Widths For Curb Ramps CR 1, CR 2, CR 6, CR 7, And CR 8 May Be Reduced To 3' Min. In Restricted Conditions When Approved By The Engineer.

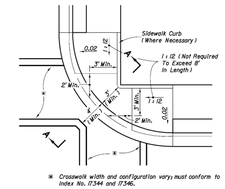
**Lower landing not required at driveways, parking lots, or other areas with pavement cross-slopes less than 2% (0.02).

DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK CURB RAMPS WHERE RAMP AND LANDING DEPTH ARE NOT RESTRICTED BY RIGHT OF WAY

2008 FDOT Design Standards	Last Revision	Sheet No.
PUBLIC SIDEWALK CURB RAMPS	07/01/07	2 of 6
	Index No.	304

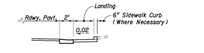


DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK CURB RAMPS FOR LINEAR PEDESTRIAN TRAFFIC



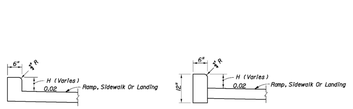
* Crosswalk width and configuration varys; must conform to Index No. 17344 and 17346.

PLAN

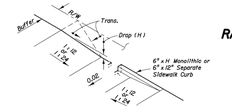


SECTION AA

CR 26



RAMP AND SIDEWALK CURB OPTIONS



Construct Sidewalk Curb In Absence Of Adequate Buffer, Maintainable Surface Contour, Abutting Structure, Or When Called For In The Plans Or Standards

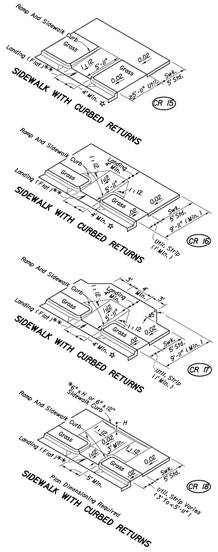
BACK OF SIDEWALK CURB OR BUFFER TRANSITION

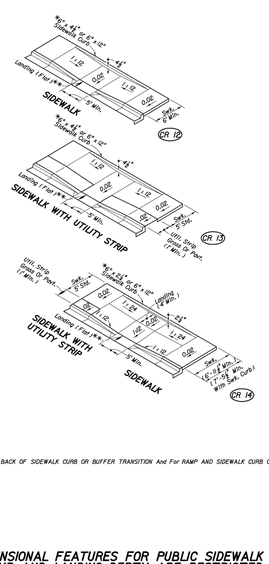
DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK COMBINED CORNER RAMPS UNDER CONDITIONS OF INFEASIBILITY

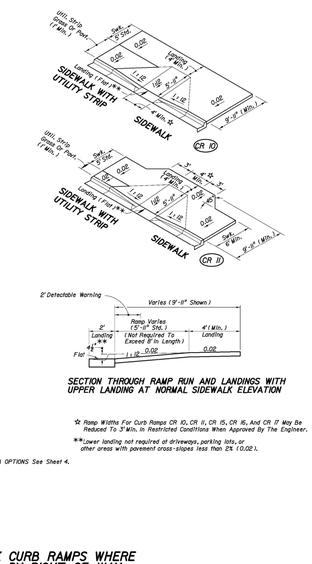
☆ Ramp Widths For Curb Ramps CR 20, CR 21, CR 22, CR 24, and CR 25 May Be Reduced To 3' Min. In Restricted Conditions When Approved By The Engineer.

**Lower landing not required at driveways, parking lots, or other areas with pavement cross-slopes less than 2% (0.02).

2008 FDOT Design Standards	Last Revision	Sheet No.
PUBLIC SIDEWALK CURB RAMPS	07/01/07	4 of 6
	Index No.	304







SECTION THROUGH RAMP RUN AND LANDINGS WITH UPPER LANDING AT NORMAL SIDEWALK ELEVATION

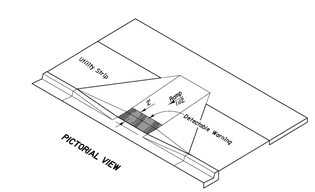
☆ Ramp Widths For Curb Ramps CR 10, CR 11, CR 15, CR 16, And CR 17 May Be Reduced To 3' Min. In Restricted Conditions When Approved By The Engineer.

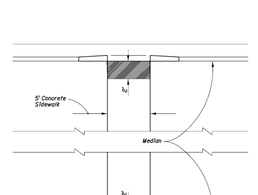
**Lower landing not required at driveways, parking lots, or other areas with pavement cross-slopes less than 2% (0.02).

* For BACK OF SIDEWALK CURB OR BUFFER TRANSITION And For RAMP AND SIDEWALK CURB OPTIONS See Sheet 4.

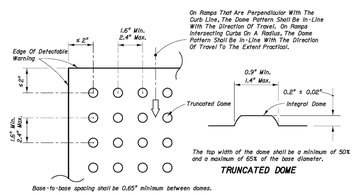
DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK CURB RAMPS WHERE RAMP AND LANDING DEPTH ARE RESTRICTED BY RIGHT OF WAY

2008 FDOT Design Standards	Last Revision	Sheet No.
PUBLIC SIDEWALK CURB RAMPS	07/01/07	3 of 6
	Index No.	304





PLAN



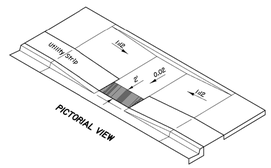
The top width of the dome shall be a minimum of 50% and a maximum of 65% of the base diameter.

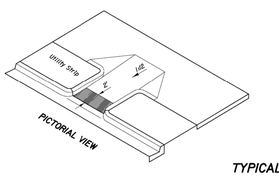
TRUNCATED DOME

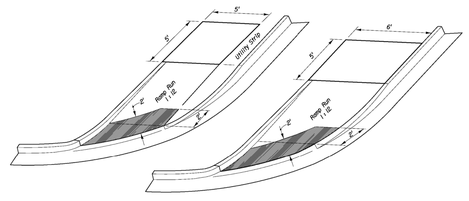
PLAN VIEW

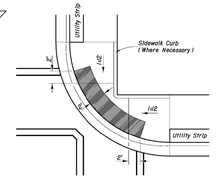
All Sidewalk Curb Ramps Shall Have Detectable Warning Surfaces That Extend The Full Width Of The Ramp And In The Direction Of Travel 24 Inches (600 mm) From The Back Of Curb.

CURB RAMP DETECTABLE WARNING DETAIL









TYPICAL PLACEMENT OF DETECTABLE WARNING ON CURB RAMPS

2008 FDOT Design Standards	Last Revision	Sheet No.
PUBLIC SIDEWALK CURB RAMPS	07/01/07	6 of 6
	Index No.	304

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CERTIFICATE OF AUTHORIZATION: 00000696

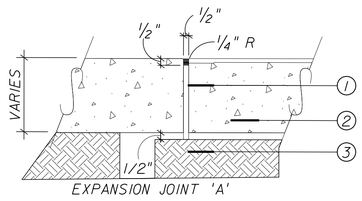
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

MISCELLANEOUS DETAILS

SHEET NO. 14

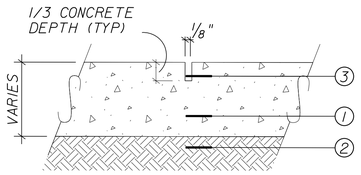
mike.forman 10/19/2016 8:44:09 AM K:\VRB_Roadway\47922003\cadd\Phase I\rdwy\SPDTR002.dgn



EXPANSION JOINT 'A'

MATERIAL NOTES:

1. 1/2" PREFORMED EXPANSION JOINT FILLER (NEOPRENE OR BITUMINOUS CORK/FIBERBOARD).
2. CONCRETE SLAB - DEPTH VARIES, 3000 PSI (TYP). W/ FIBER MESH
3. COMPACTED SUBGRADE TO 95% OF AASHTO T-99 DENSITY.



WEAKENED PLANE JOINT 'C'
(CONTROL JOINT)

TYPICAL JOINTS
N.T.S.

MATERIAL NOTES:

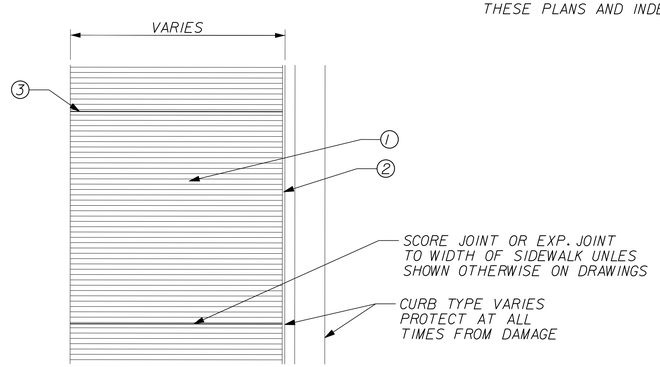
1. CONCRETE SLAB - DEPTH VARIES, 3000 PSI (TYP). W/ FIBER MESH
2. COMPACTED SUBGRADE TO 95% OF AASHTO T-99 DENSITY.
3. 1/8" SAWCUT CONTROL JOINT.

NOTES:

A. ON ALL CURB RETURNS A 1/2" EXPANSION JOINT SHALL BE CONSTRUCTED BETWEEN THE BACK OF CURB AND THE SIDEWALK FOR THE ENTIRE LENGTH OF THE RETURN.

B. 1/2" EXPANSION JOINT EVERY 40'-50' O.C., OR AT COLD JOINTS. (LOCATE 1/2" EXPANSION JOINTS TO BLEND WITH SCORING PATTERN)

C. LOCATION OF SAWCUT JOINTS AND EXPANSION JOINTS SHALL BE INSTALLED ACCORDING TO THESE PLANS AND INDEX 310.



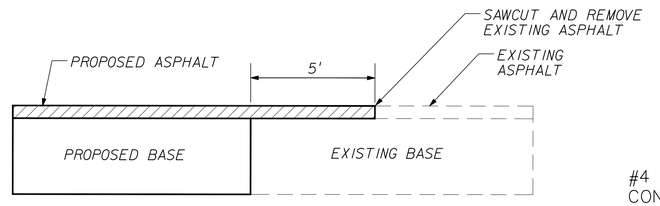
MATERIAL NOTES:

1. 4" THICK CONCRETE SIDEWALK, 3000 PSI MIN. W/ FIBER MESH, MEDIUM BROOM FINISH CENTER FIELD PERPENDICULAR TO DIRECTION OF TRAVEL
2. EXPANSION JOINT "TYPE A" (SEE DETAIL)
3. SAWCUT CONTROL JOINT "TYPE C" OR EXPANSION JOINT "TYPE A" EVERY 40'-50' O.C. (SEE DETAIL)

BROOM FINISH CONCRETE PAVING
N.T.S.

NOTES:

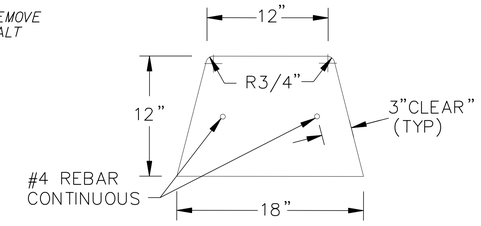
1. THIS DETAIL IS FOR SURFACE TREATMENT ONLY. REFER TO ROADWAY DRAWINGS FOR SPECIFICATIONS OF MATERIALS, ETC.
2. COST OF SIDEWALK FINISH SHALL BE INCLUDED IN UNIT PRICE OF CONCRETE SIDEWALK.



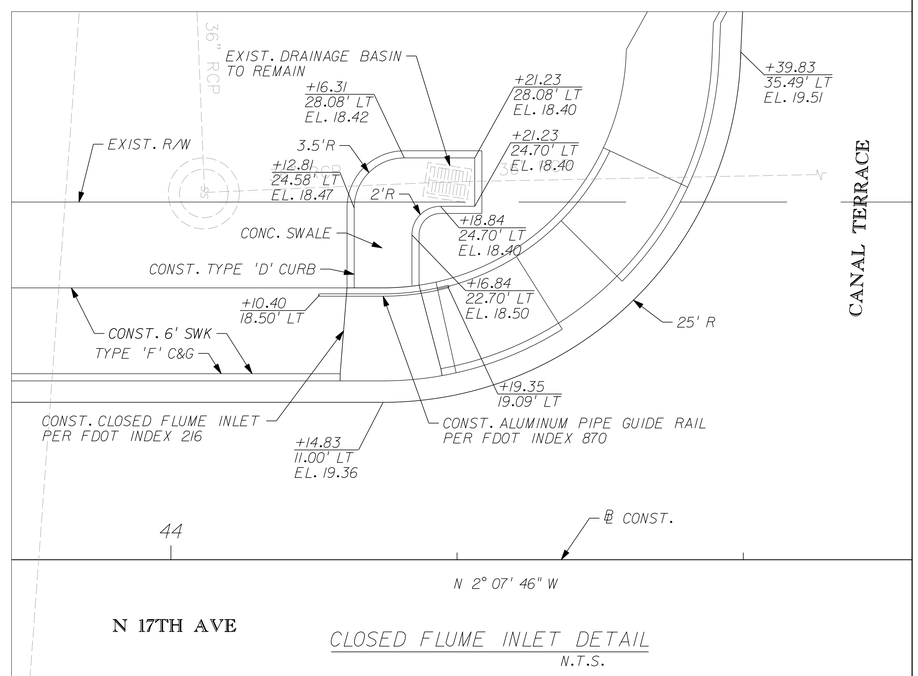
BUTT JOINT DETAIL
N.T.S.

NOTE:

COST OF CONSTRUCTING JOINT SHALL BE INCLUDED IN UNIT PRICE OF ASPHALTIC CONCRETE.



TYPE 'HEADER' CURB
N.T.S.



CLOSED FLUME INLET DETAIL
N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CERTIFICATE OF AUTHORIZATION: 00000696

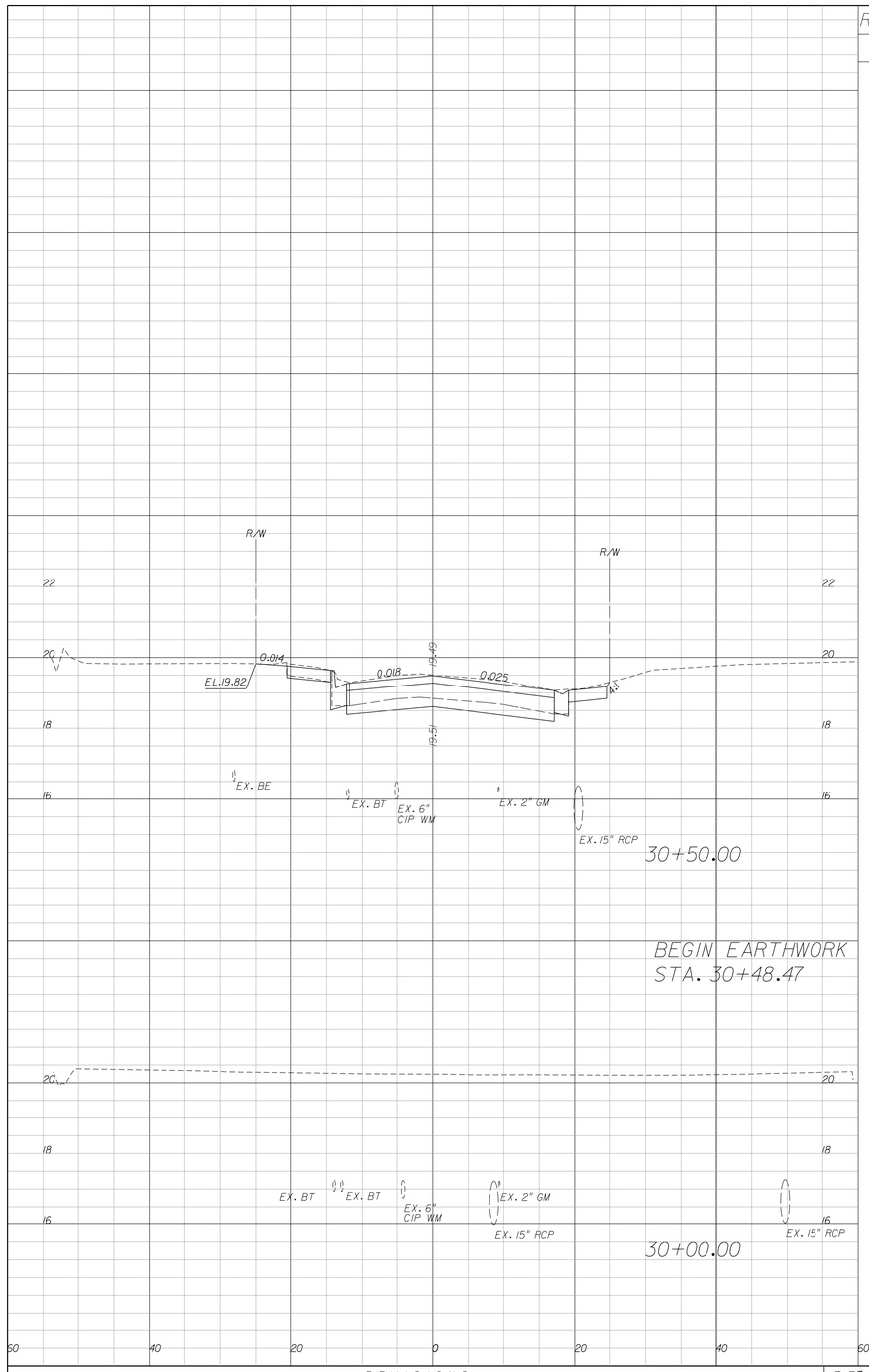
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

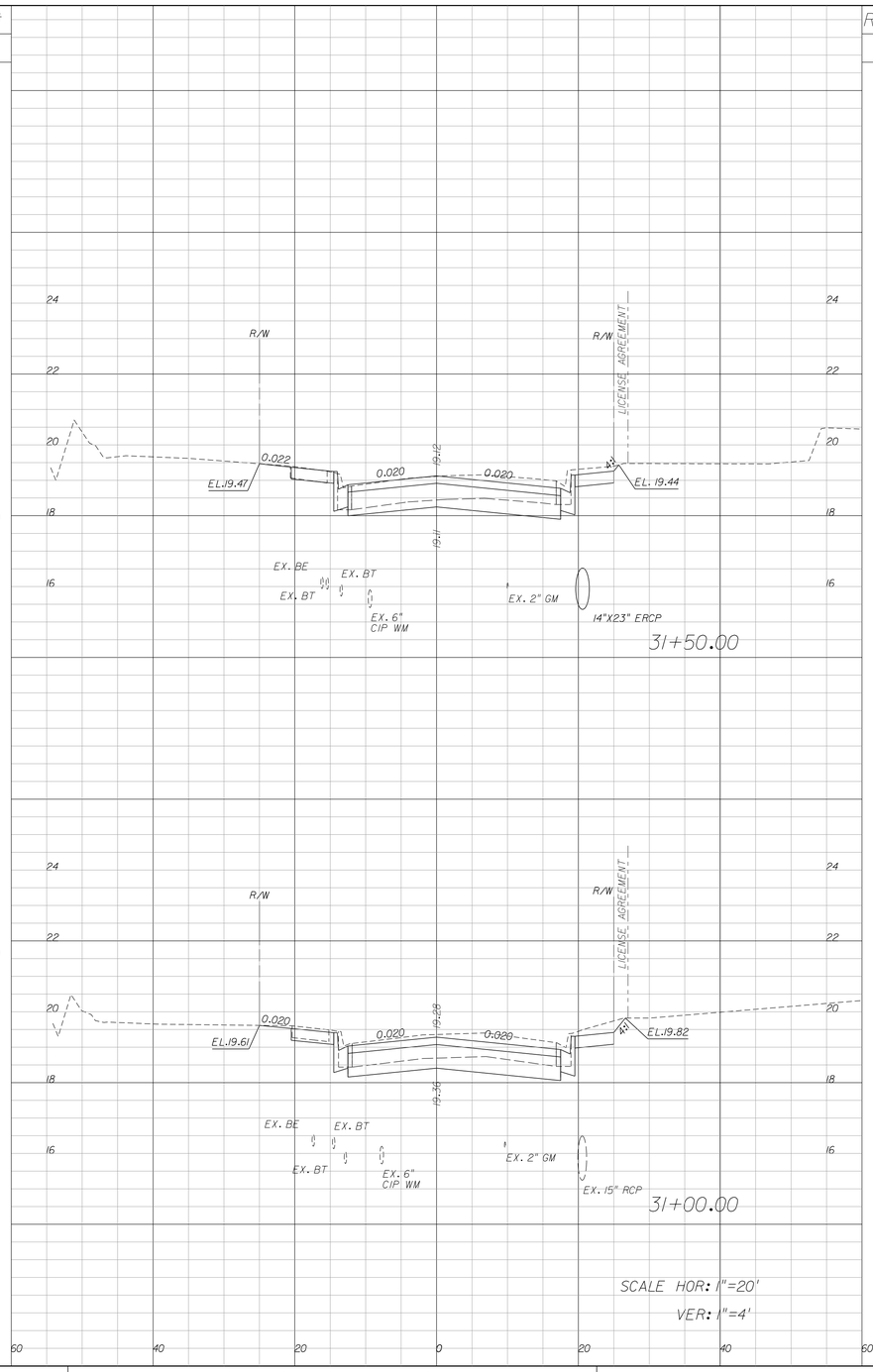
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

MISCELLANEOUS DETAILS

SHEET NO. 15

mike.forman 10/19/2016 8:44:54 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\SPDTRD03.dgn





Regular Exc.		Embankment	
A	V	A	V
35.3	2.0	0.0	0.0
35.3	0.0	0.0	0.0
37.1	71.8	0.0	0.0
40.5	70.2	0.0	0.0

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

SHEET NO.
17

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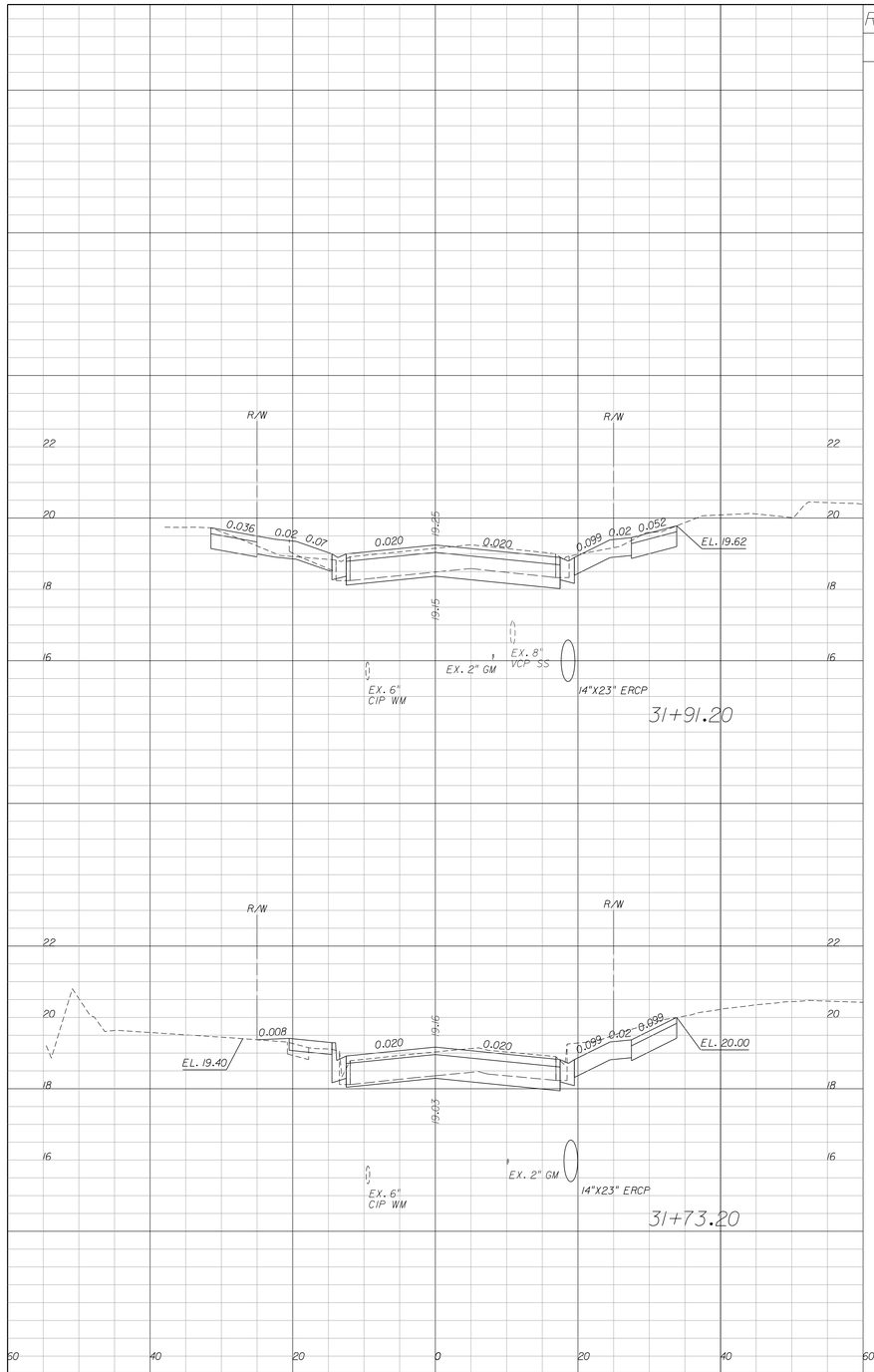

Regular Exc.		Embankment	
A	V	A	V
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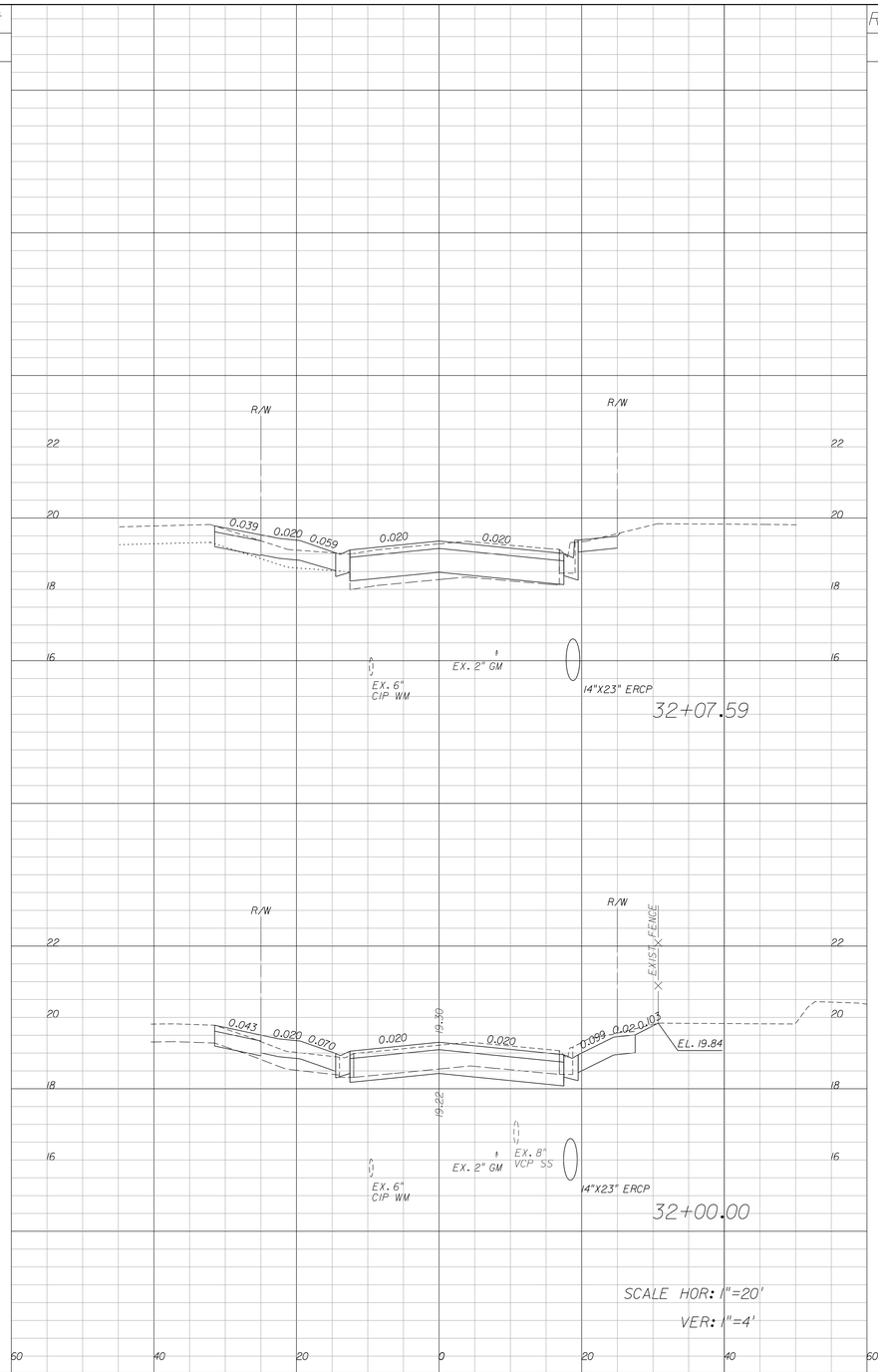
39.9	33.1	0.2	0.1



Regular Exc.		Embankment	
A	V	A	V
38.0	11.1	0.0	0.0
40.8	13.1	0.0	0.0

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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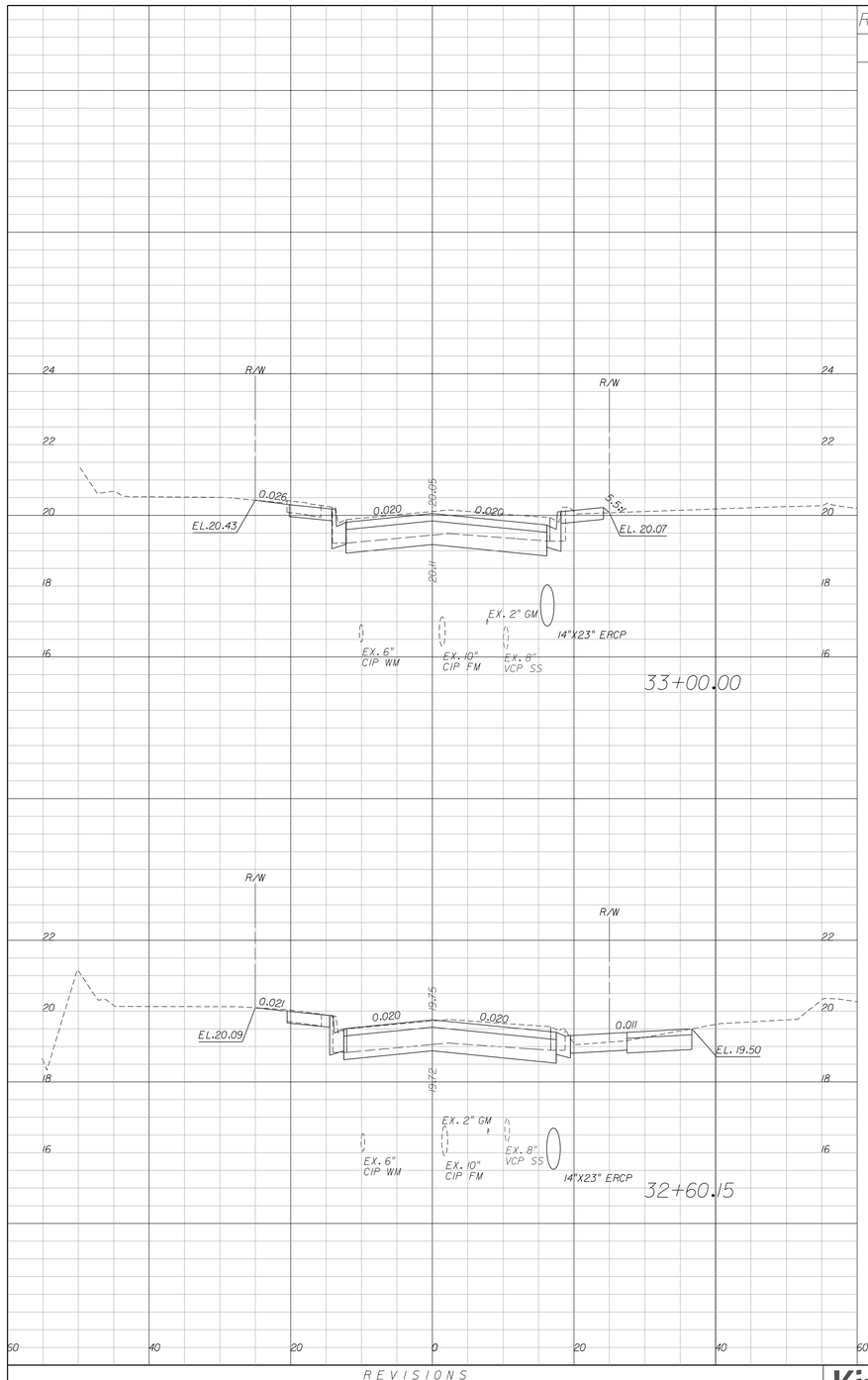
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

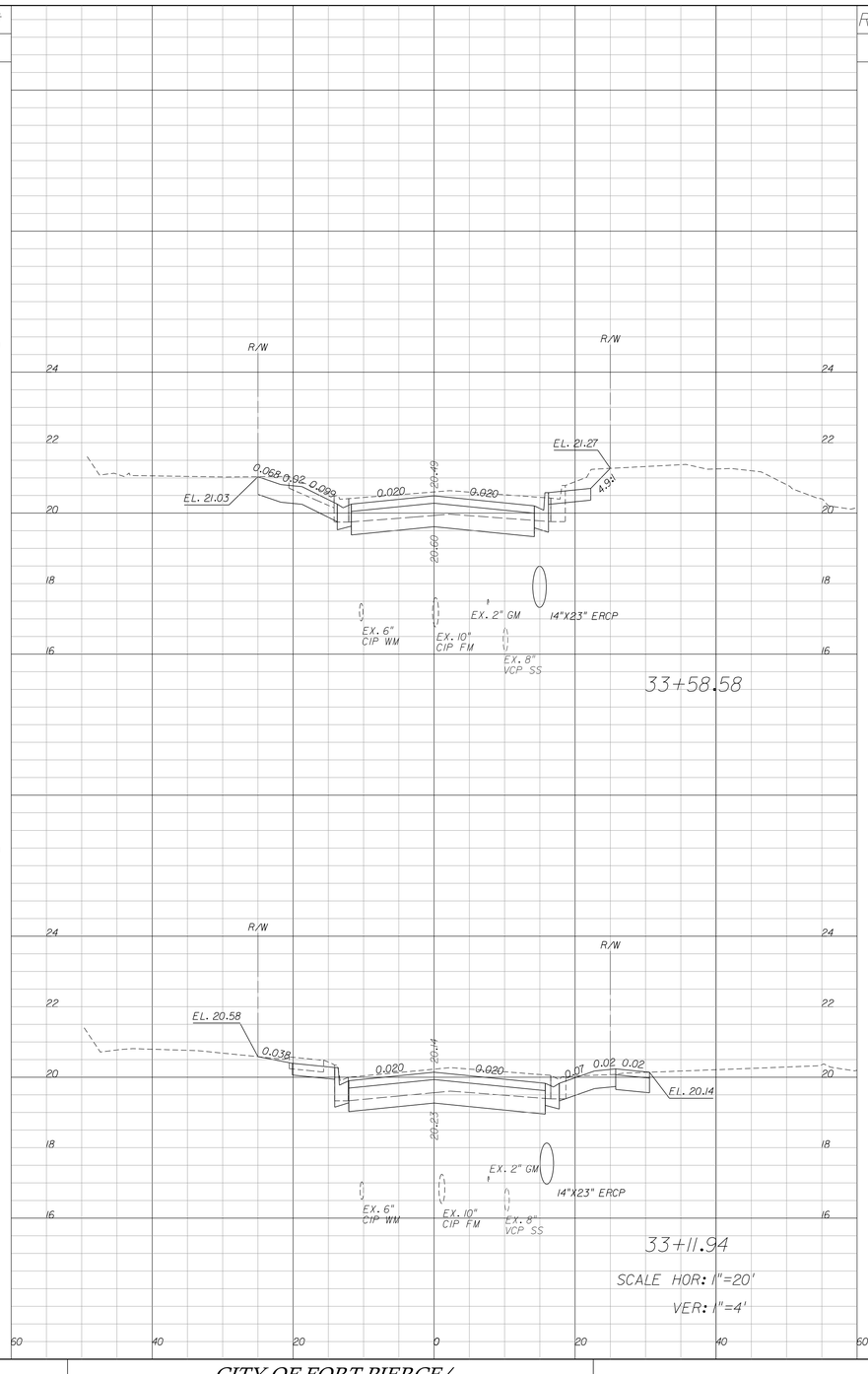
SHEET NO. 18

mike.forman 10/19/2016 8:45:19 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
36.0	55.5	0.1	0.0

Regular Exc.		Embankment	
A	V	A	V
39.1	75.0	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
41.8	71.9	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
41.5	17.1	0.0	0.0

50 40 20 0 20 40 60

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
6012IST STREET, SUITE 300
VERO BEACH, FL 32960
(772) 562-7981
CERTIFICATE OF AUTHORIZATION: 00000696

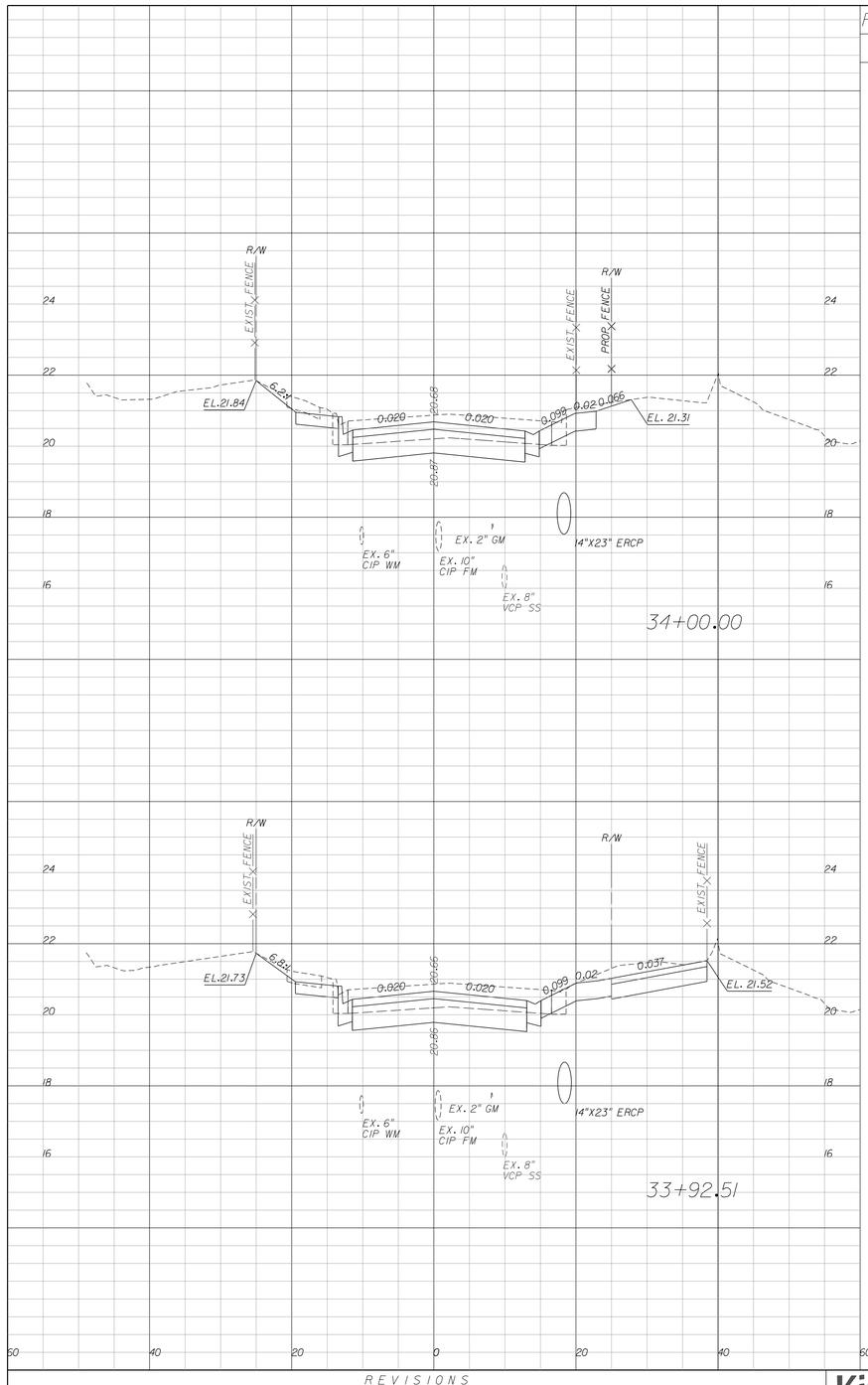
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

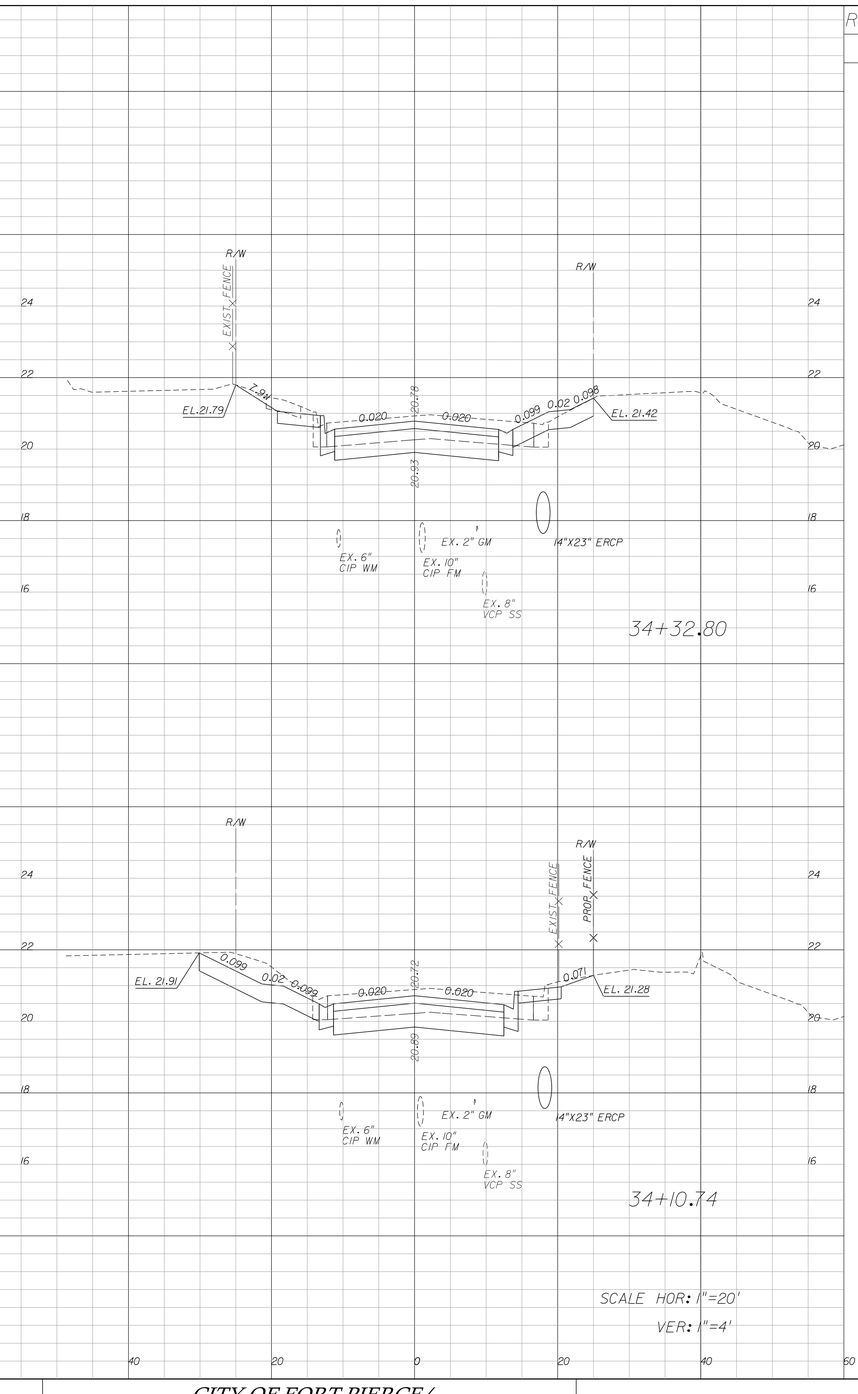
CROSS SECTIONS

SHEET NO. 19

mike.forman 10/19/2016 8:45:29 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
41.2	12.9	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
37.0	34.0	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
52.0	58.9	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
46.3	17.4	0.0	0.0

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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CERTIFICATE OF AUTHORIZATION: 00000696

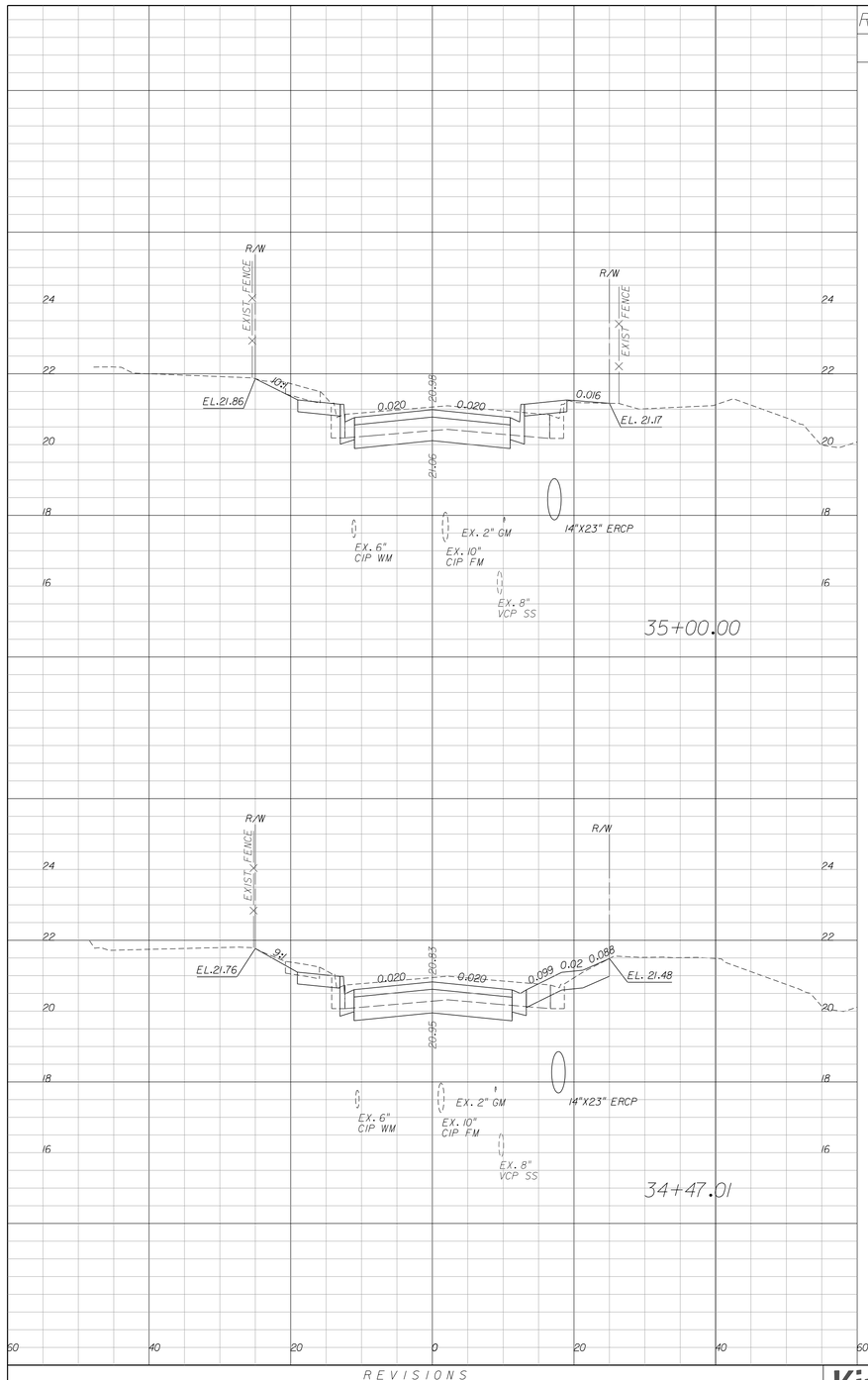
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

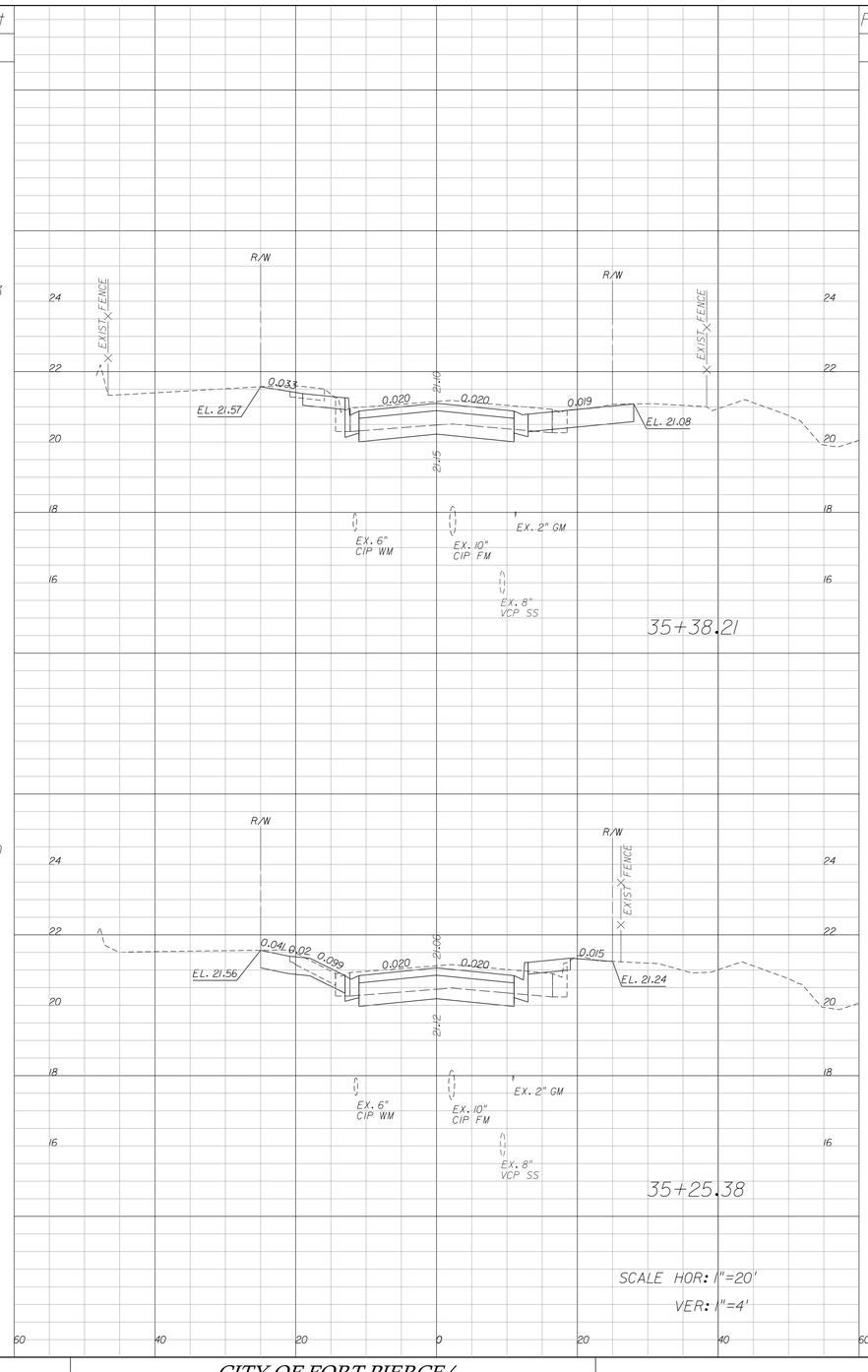
SHEET NO. 20

mike.forman 10/19/2016 8:45:40 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
30.0	63.4	0.3	0.3

Regular Exc.		Embankment	
A	V	A	V
34.7	18.9	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
35.9	16.0	0.0	0.1

Regular Exc.		Embankment	
A	V	A	V
31.6	28.9	0.2	0.3

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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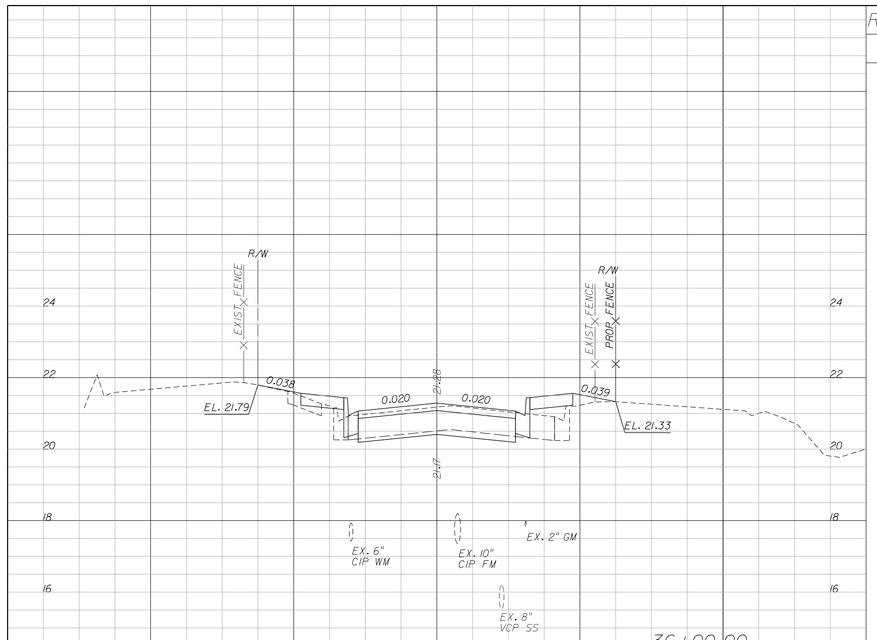
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

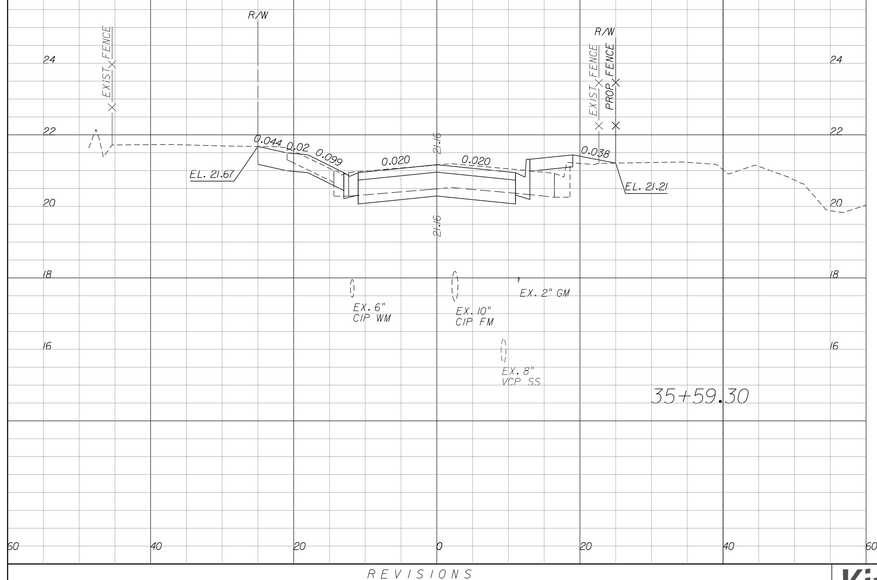
SHEET NO.
21

mike.forman 10/19/2016 8:45:51 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



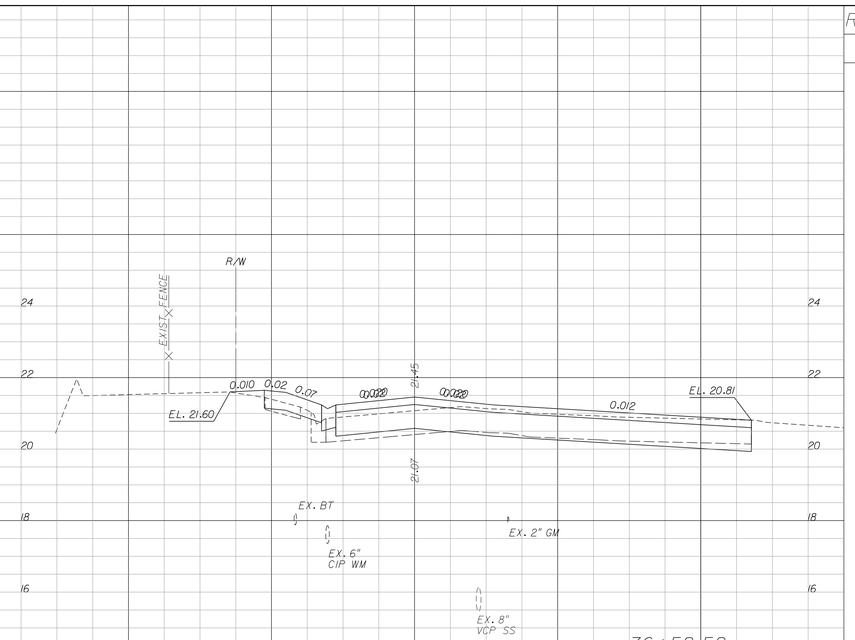
36+00.00

Regular Exc.		Embankment	
A	V	A	V
20.5	37.4	2.5	2.9



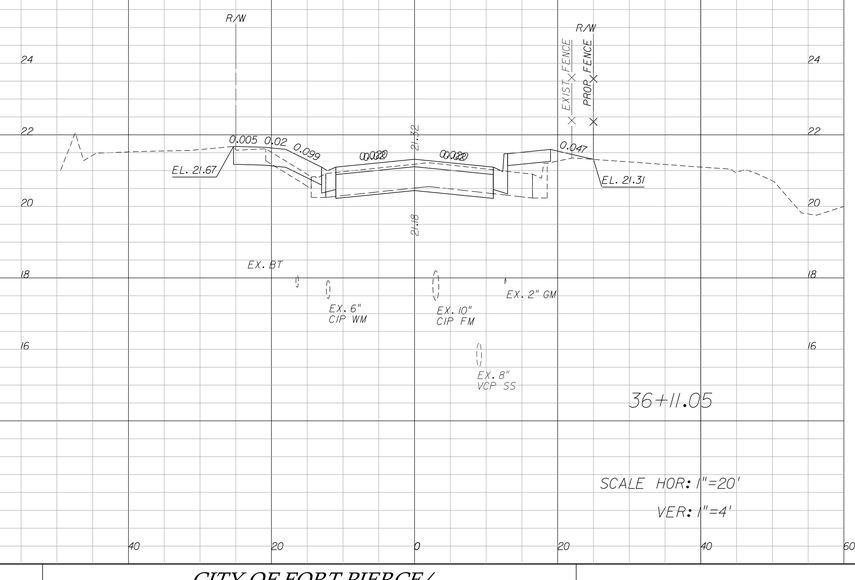
35+59.30

Regular Exc.		Embankment	
A	V	A	V
29.2	25.4	1.3	0.5



36+58.58

Regular Exc.		Embankment	
A	V	A	V
43.0	57.7	0.5	2.4



36+11.05

Regular Exc.		Embankment	
A	V	A	V
22.5	8.8	2.3	1.0

50 40 20 0 20 40 60

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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CERTIFICATE OF AUTHORIZATION: 00000696

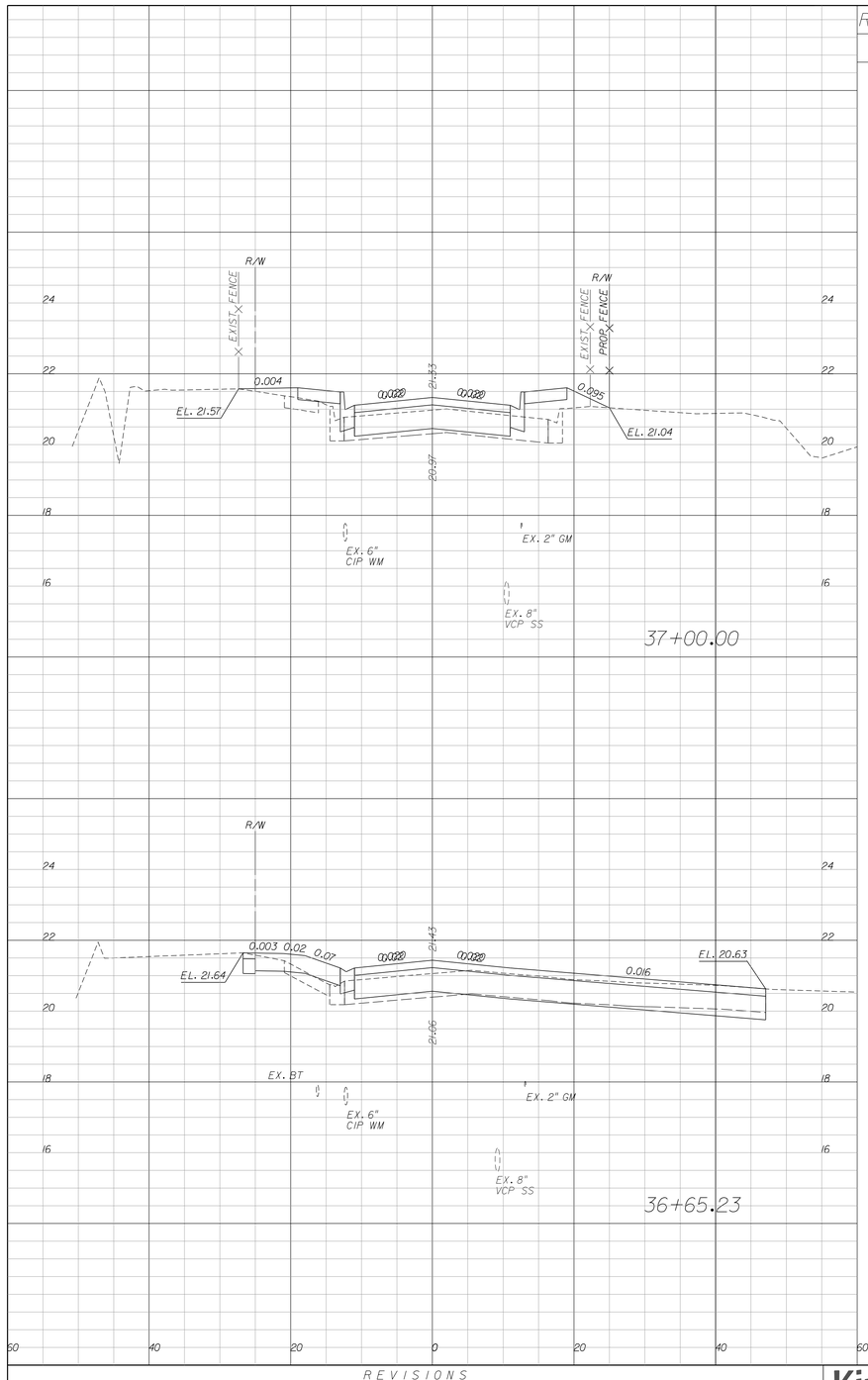
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

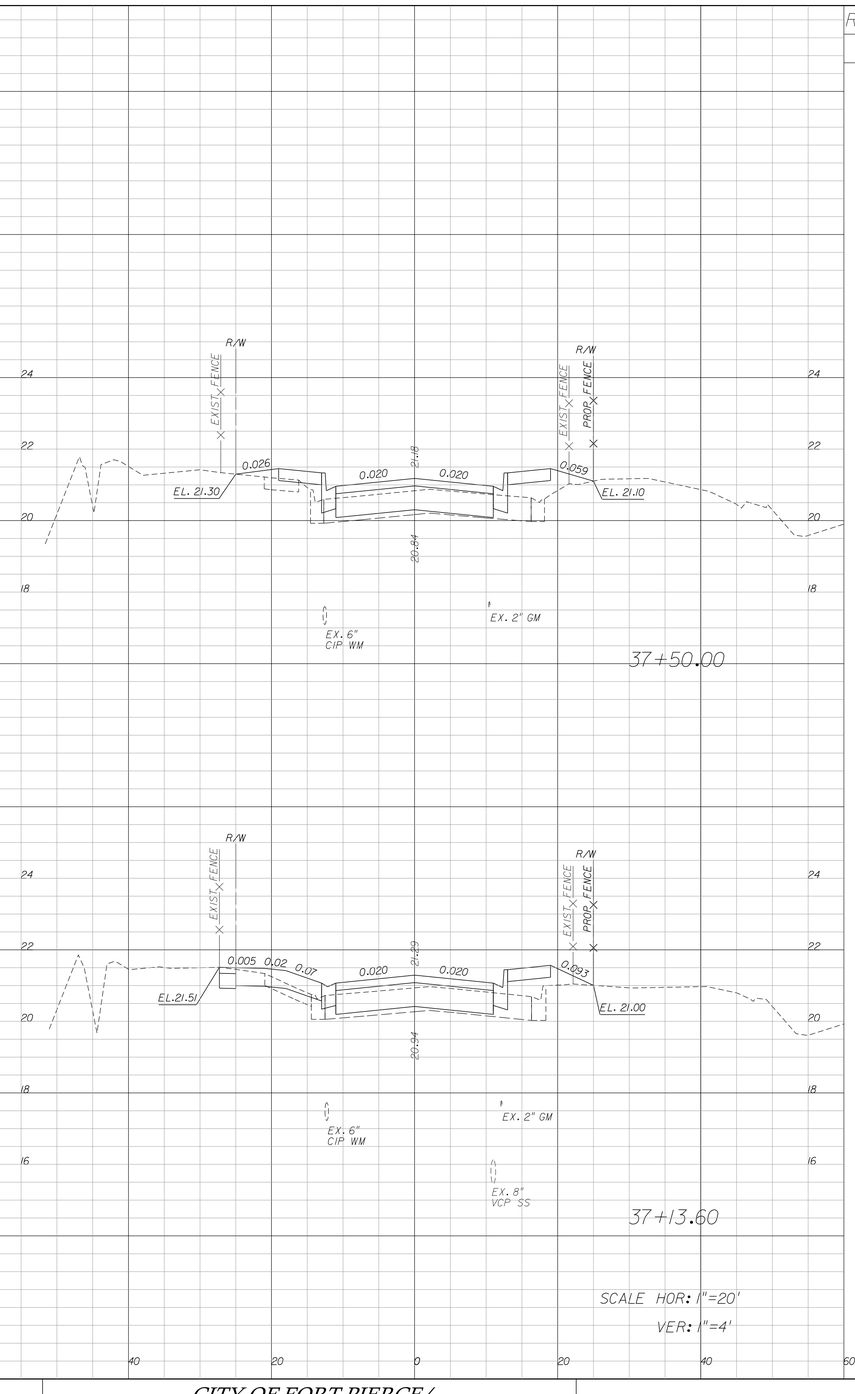
CROSS SECTIONS

SHEET NO. 22

mike.forman 10/19/2016 8:46:01 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
13.8	37.5	6.0	3.9



Regular Exc.		Embankment	
A	V	A	V
14.3	21.8	5.9	6.7

Regular Exc.		Embankment	
A	V	A	V
44.4	10.8	0.1	0.1

Regular Exc.		Embankment	
A	V	A	V
18.1	8.0	4.0	2.5

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
601 21ST STREET, SUITE 300
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CERTIFICATE OF AUTHORIZATION: 00000696

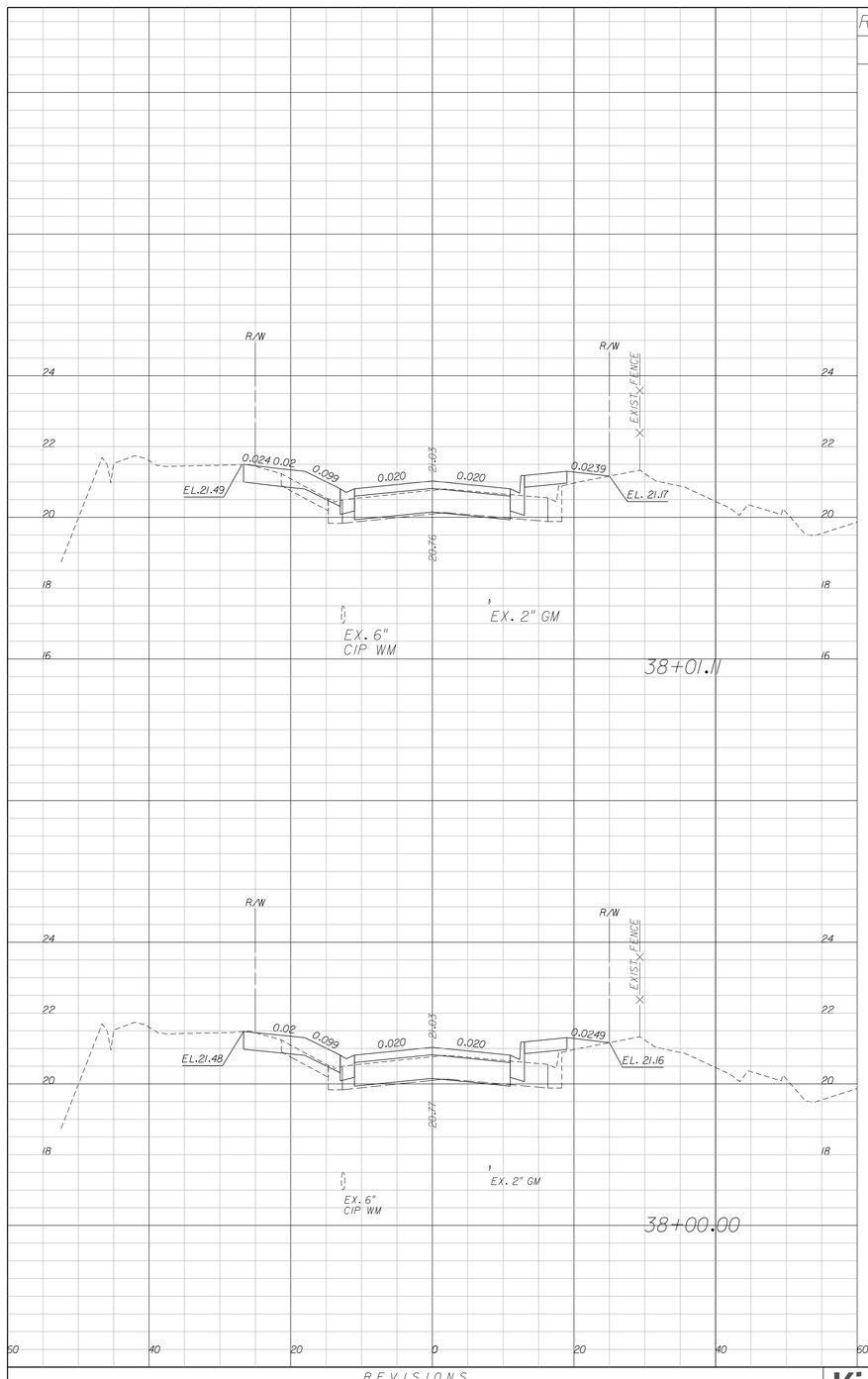
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

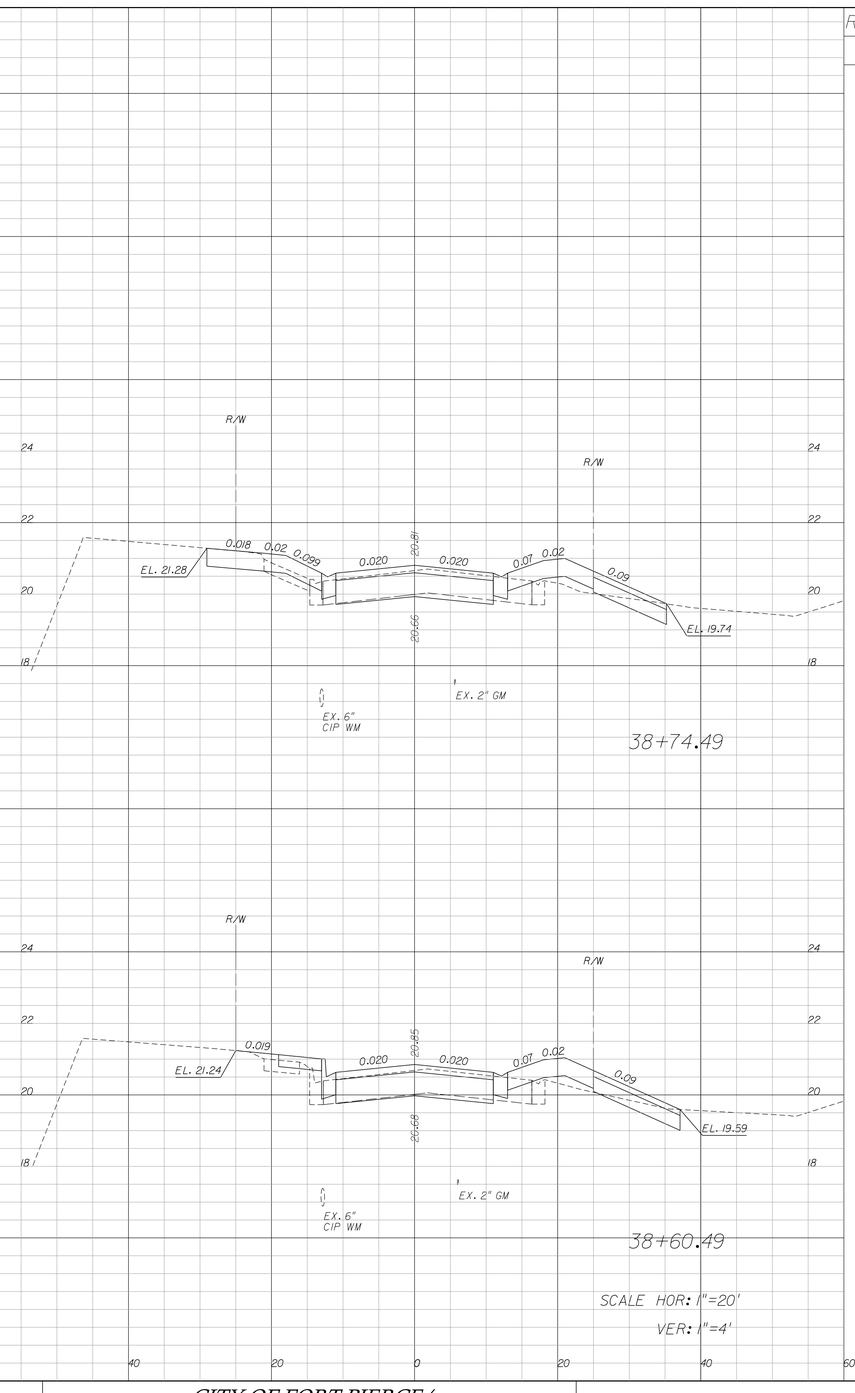
CROSS SECTIONS

SHEET NO. 23

mike.forman 10/19/2016 8:46:12 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
19.5	0.8	2.8	0.1
19.5	31.3	2.8	8.1



Regular Exc.		Embankment	
A	V	A	V
27.4	13.0	1.4	0.9
22.6	46.3	2.2	5.5

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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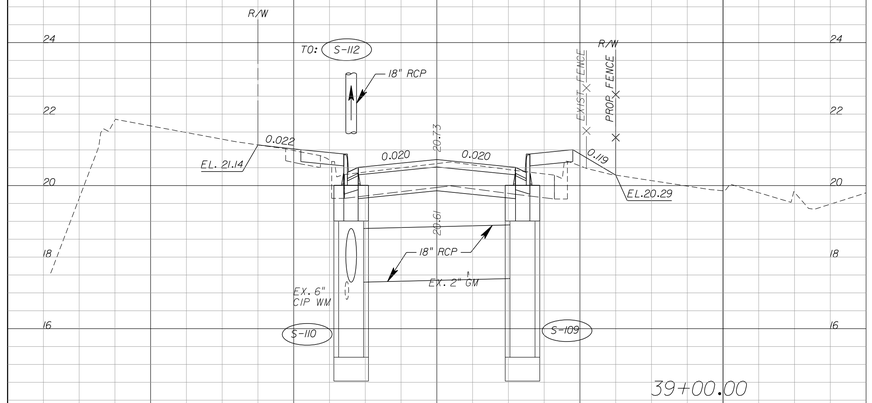
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

SHEET NO.
24

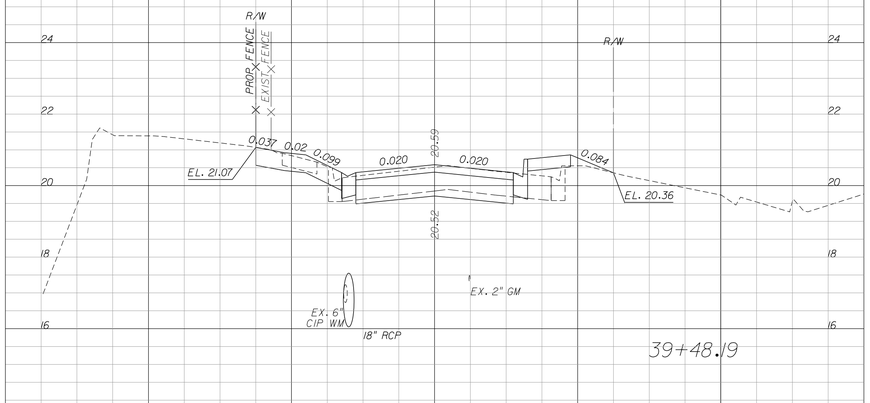
mike.forman 10/19/2016 8:46:23 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



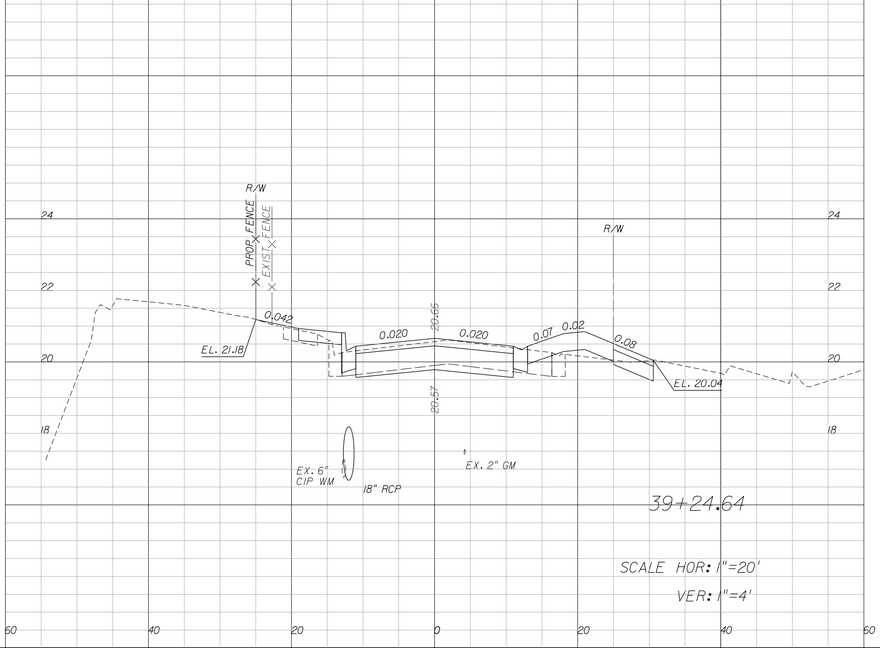
39+00.00

38+80.84

Regular Exc.		Embankment	
A	V	A	V
20.2	15.9	3.1	2.8
24.6	6.1	4.7	0.7



39+48.19



39+24.64

Regular Exc.		Embankment	
A	V	A	V
25.9	21.6	1.6	1.3
23.6	20.0	1.4	2.0

SCALE HOR: 1"=20'
VER: 1"=4'

50 40 20 0 20 40 60

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
601 21ST STREET, SUITE 300
VERO BEACH, FL 32960
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CERTIFICATE OF AUTHORIZATION: 00000696

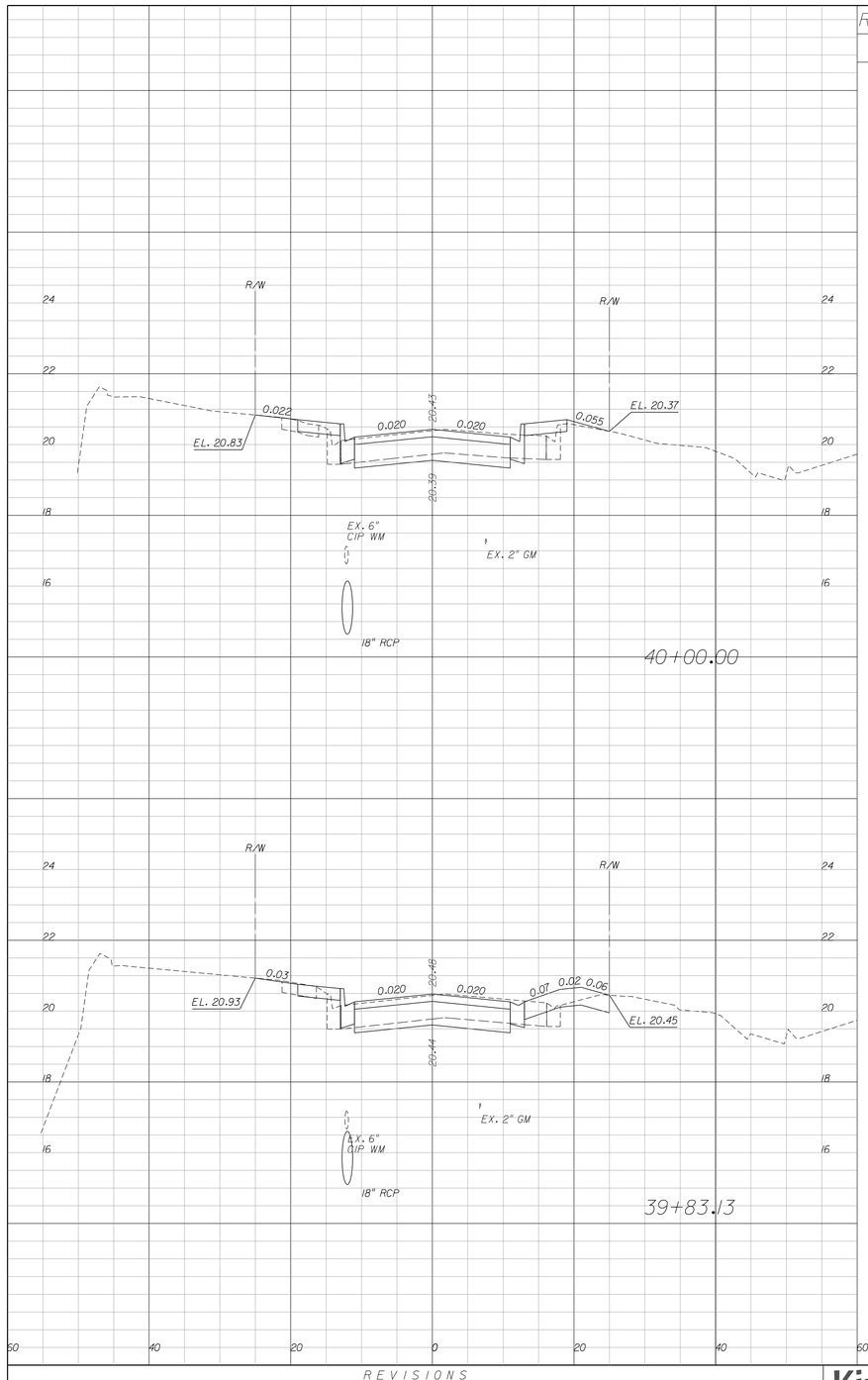
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

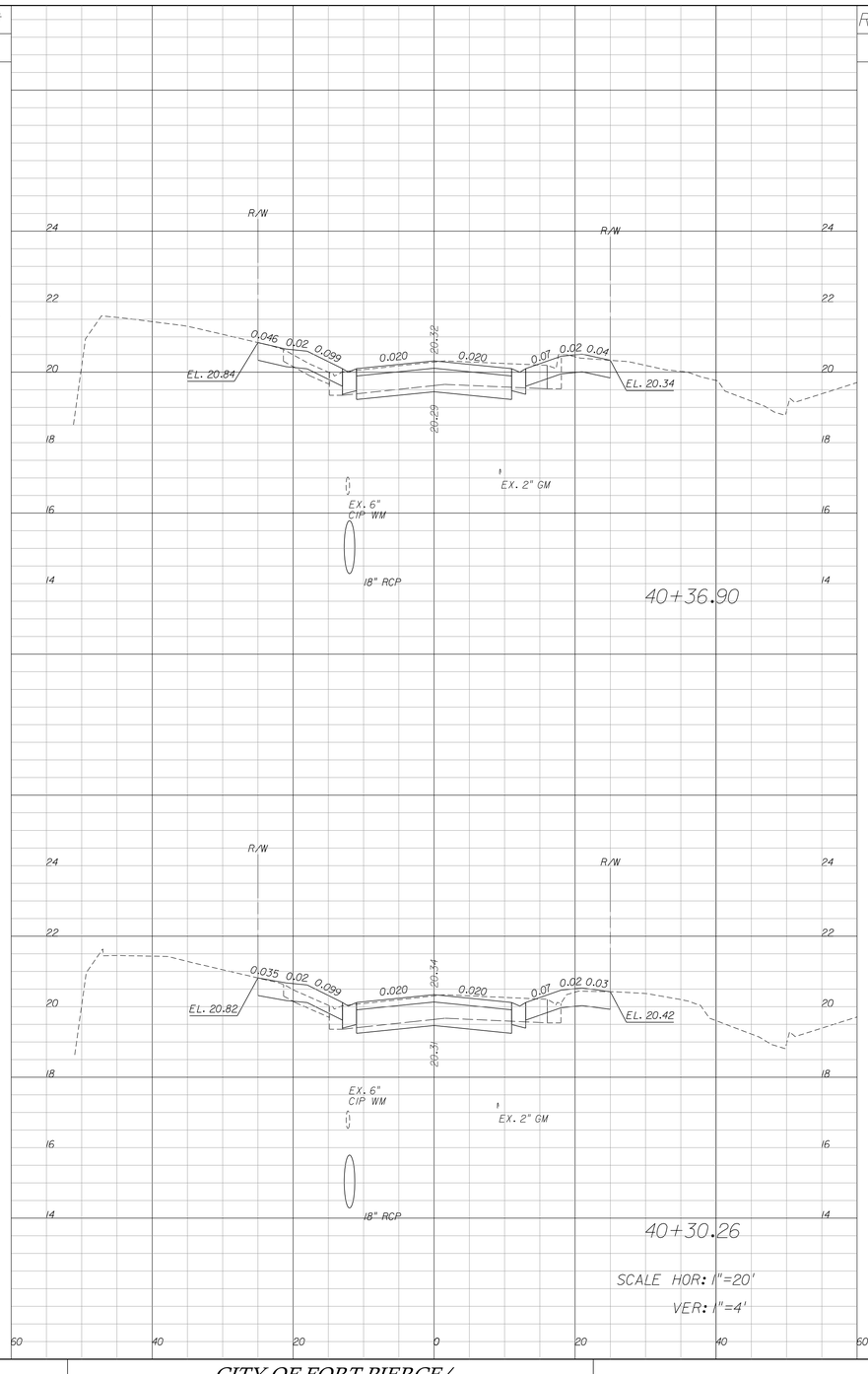
CROSS SECTIONS

SHEET NO. 25

mike.forman 10/19/2016 8:46:34 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
23.4	15.5	0.9	0.4



Regular Exc.		Embankment	
A	V	A	V
31.8	7.7	0.0	0.0

26.3	33.8	0.3	1.2

31.1	30.5	0.0	0.5

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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VERO BEACH, FL 32960
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CERTIFICATE OF AUTHORIZATION: 00000696

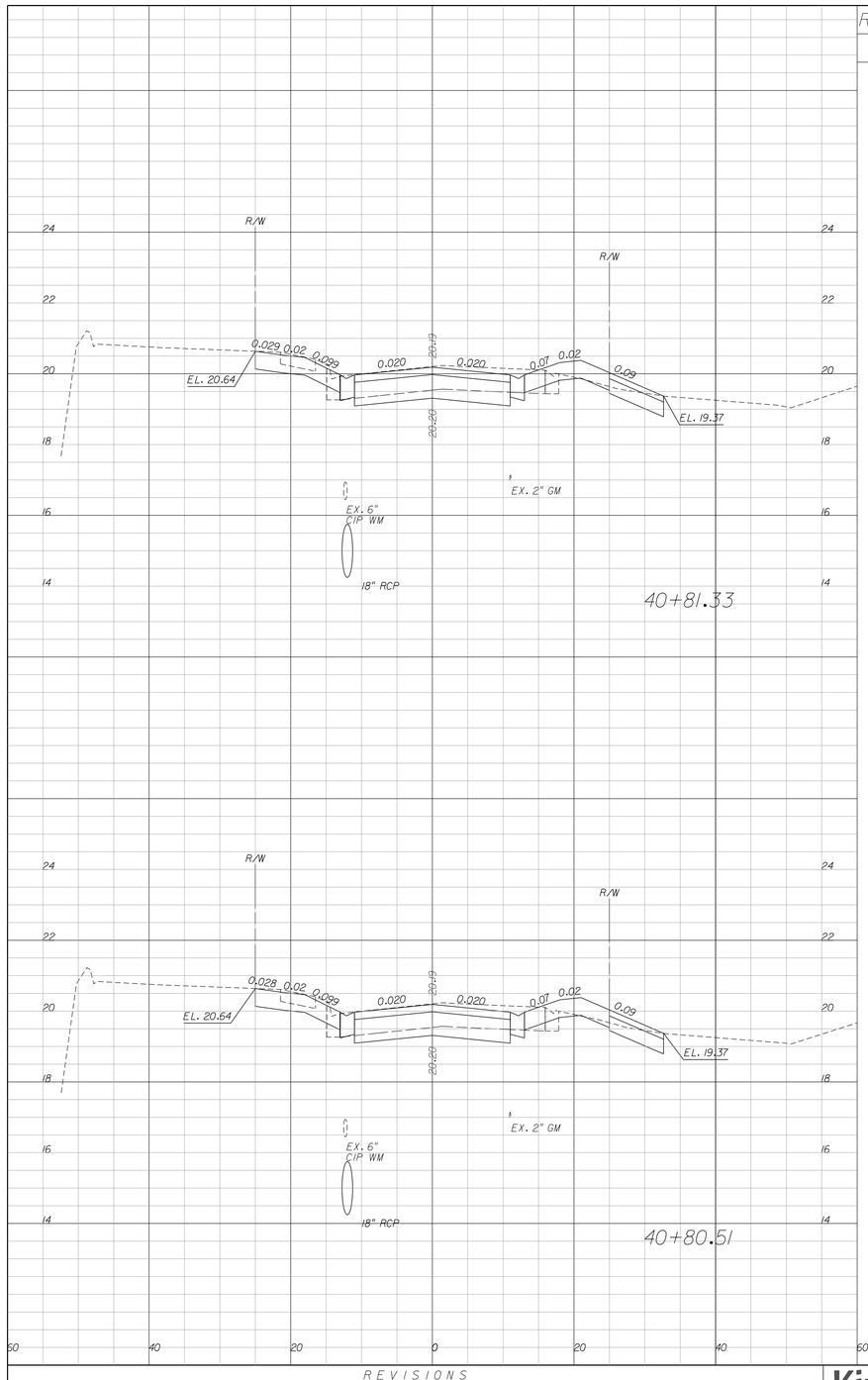
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

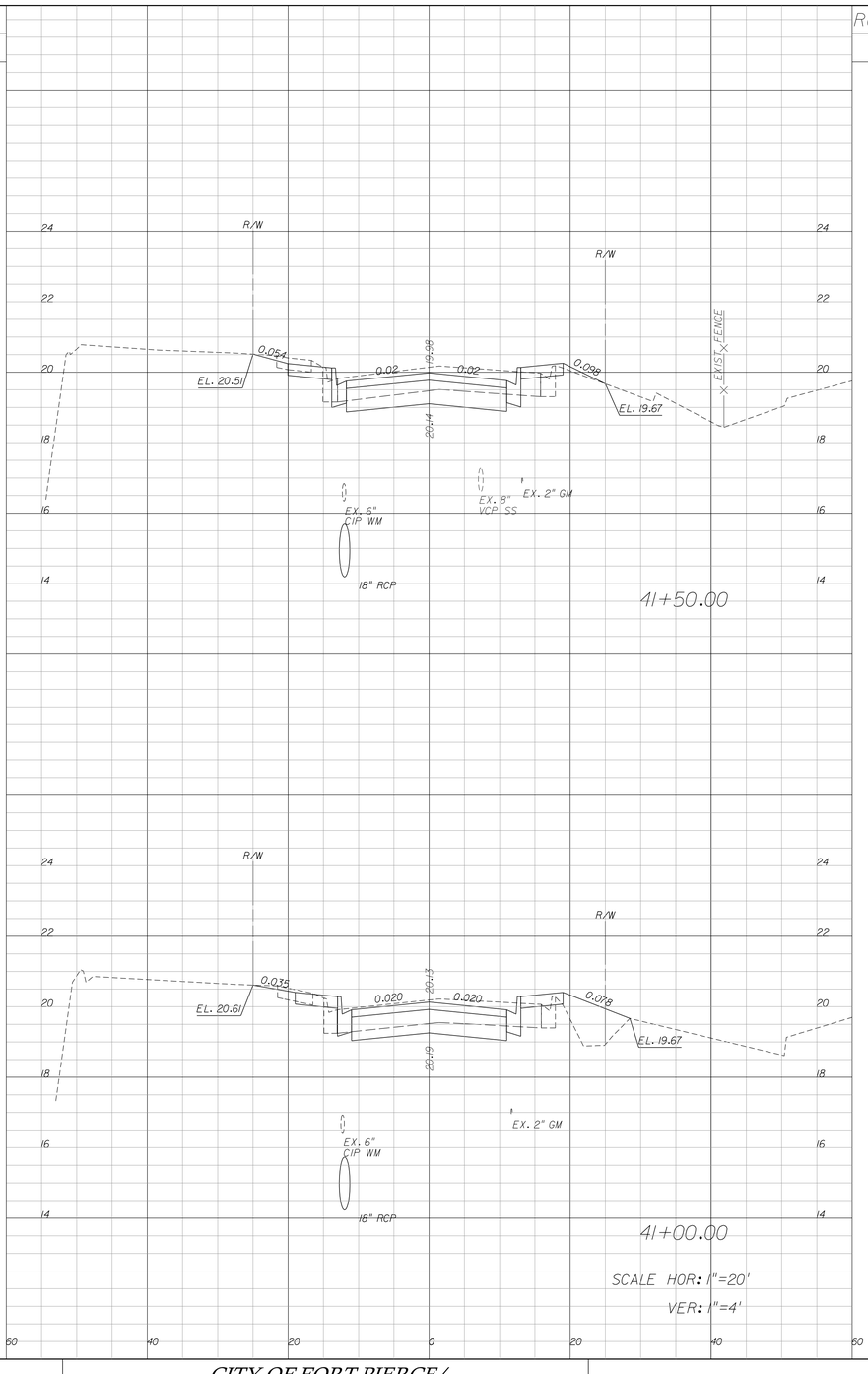
SHEET NO. 26

mike.forman 10/19/2016 8:46:45 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
35.4	1.1	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
35.5	54.3	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
31.5	54.3	0.5	7.8

Regular Exc.		Embankment	
A	V	A	V
27.1	21.6	7.9	2.7

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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VERO BEACH, FL 32960
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CERTIFICATE OF AUTHORIZATION: 00000696

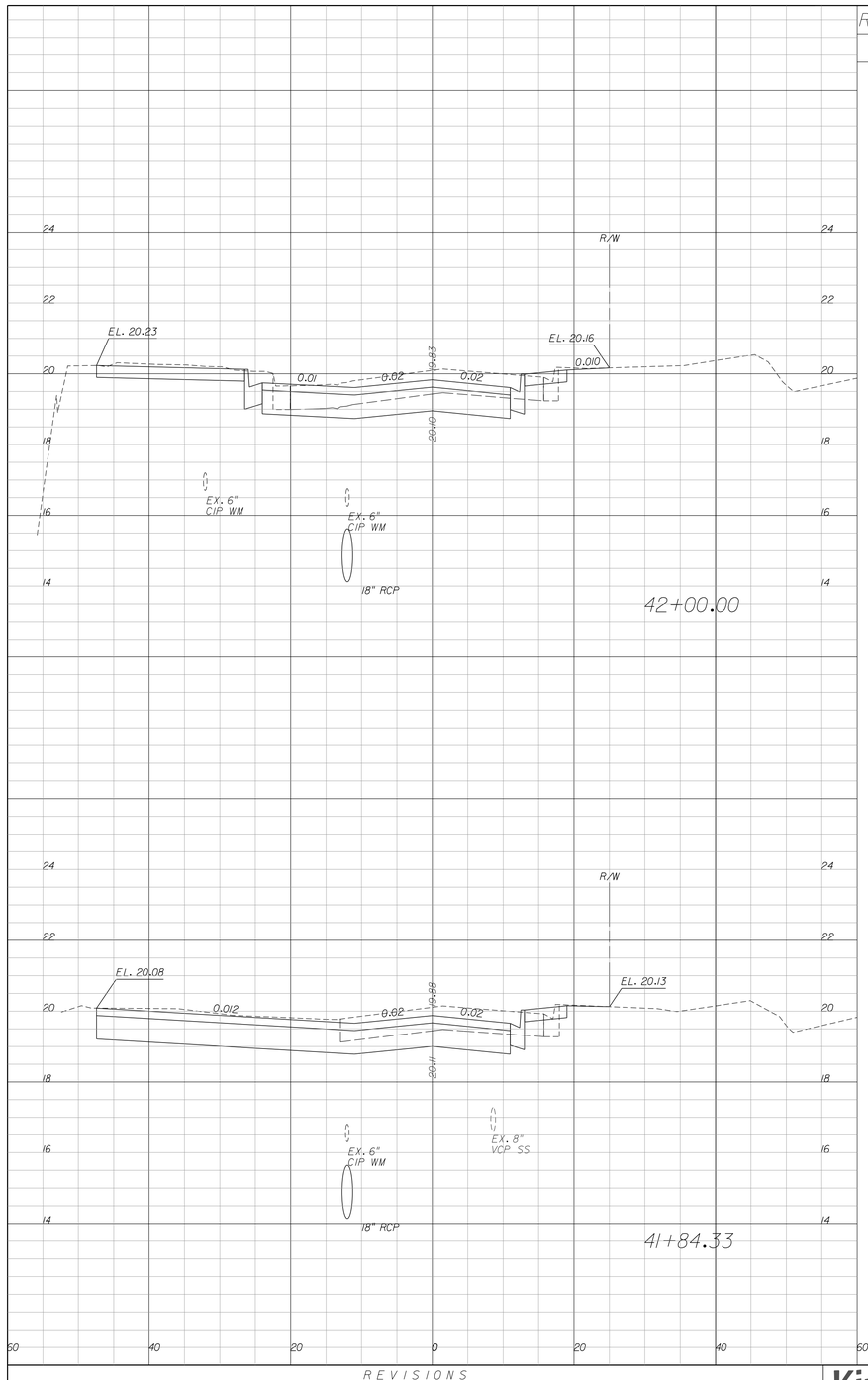
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

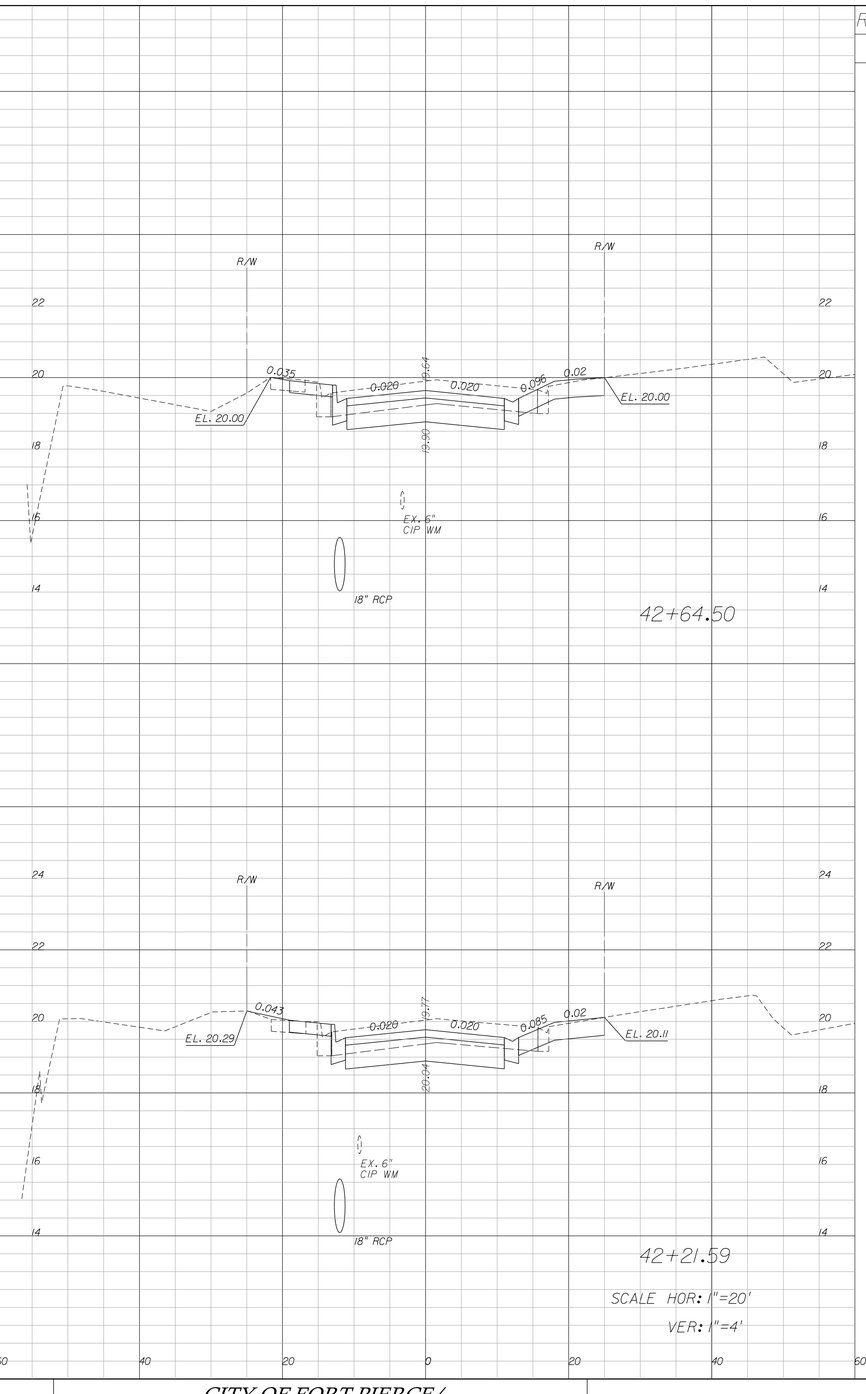
SHEET NO. 27

mike.forman 10/19/2016 8:46:56 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
52.0	33.2	0.0	0.0

62.5	59.8	0.0	0.3



36.7	58.8	0.0	0.2

37.3	35.7	0.3	0.1

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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P.E. LICENSE NUMBER 56939
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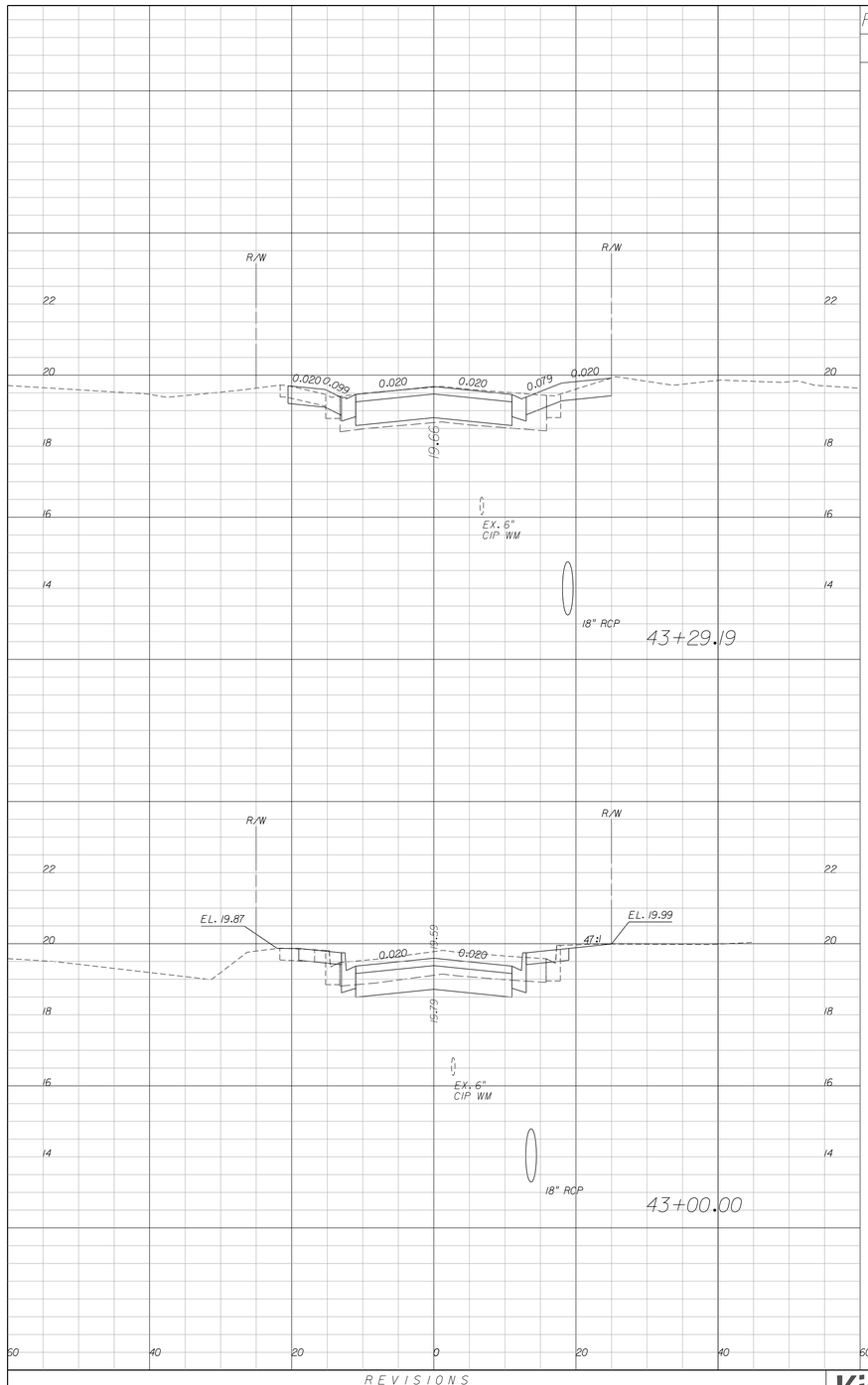
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

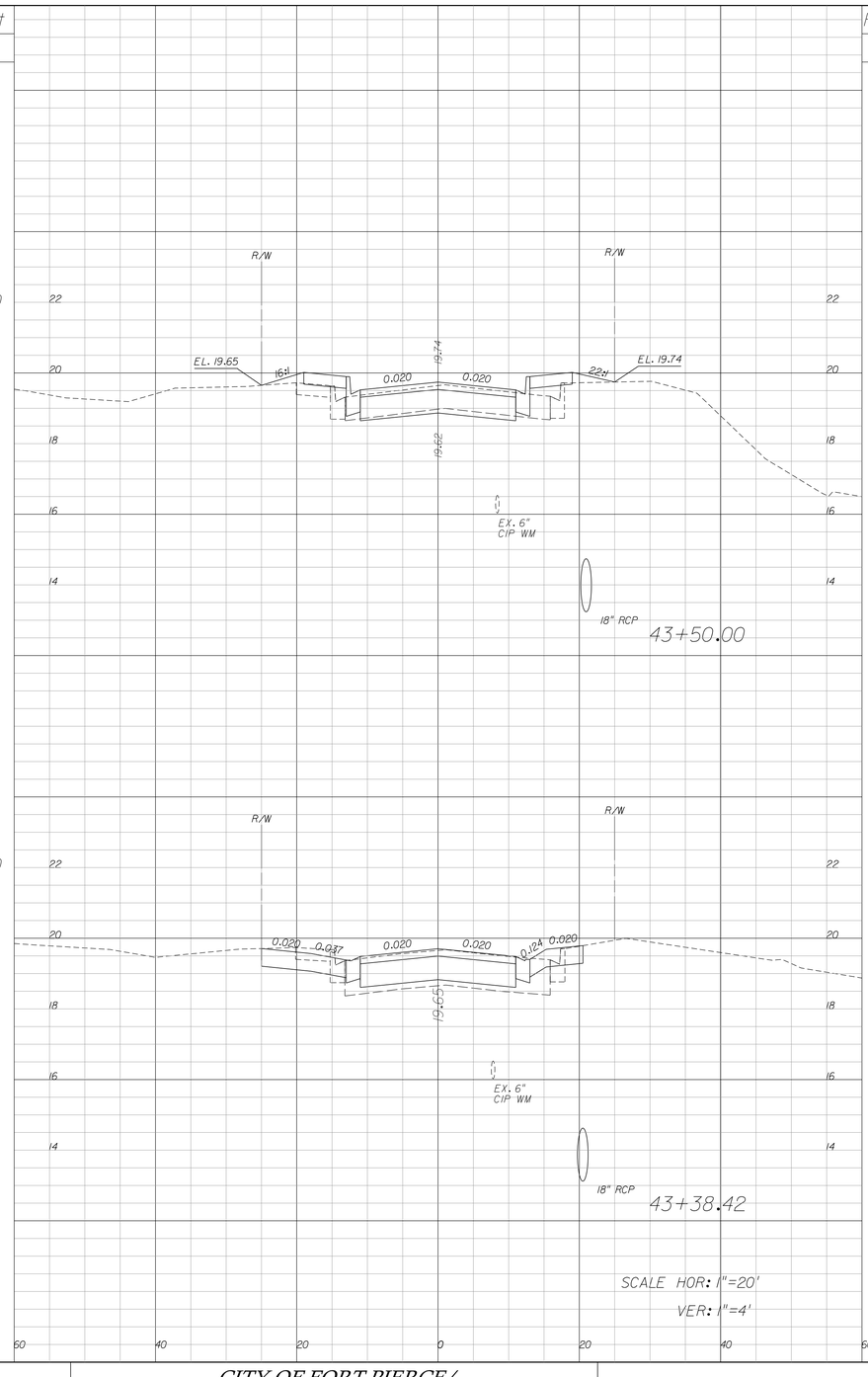
CROSS SECTIONS

SHEET NO.
28



Regular Exc.		Embankment	
A	V	A	V
29.8	32.5	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
30.3	44.0	0.1	0.0



Regular Exc.		Embankment	
A	V	A	V
19.5	10.8	3.4	0.7

Regular Exc.		Embankment	
A	V	A	V
30.8	10.4	0.0	0.0

50 40 20 0 20 40 60

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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(772) 562-7981
CERTIFICATE OF AUTHORIZATION: 00000696

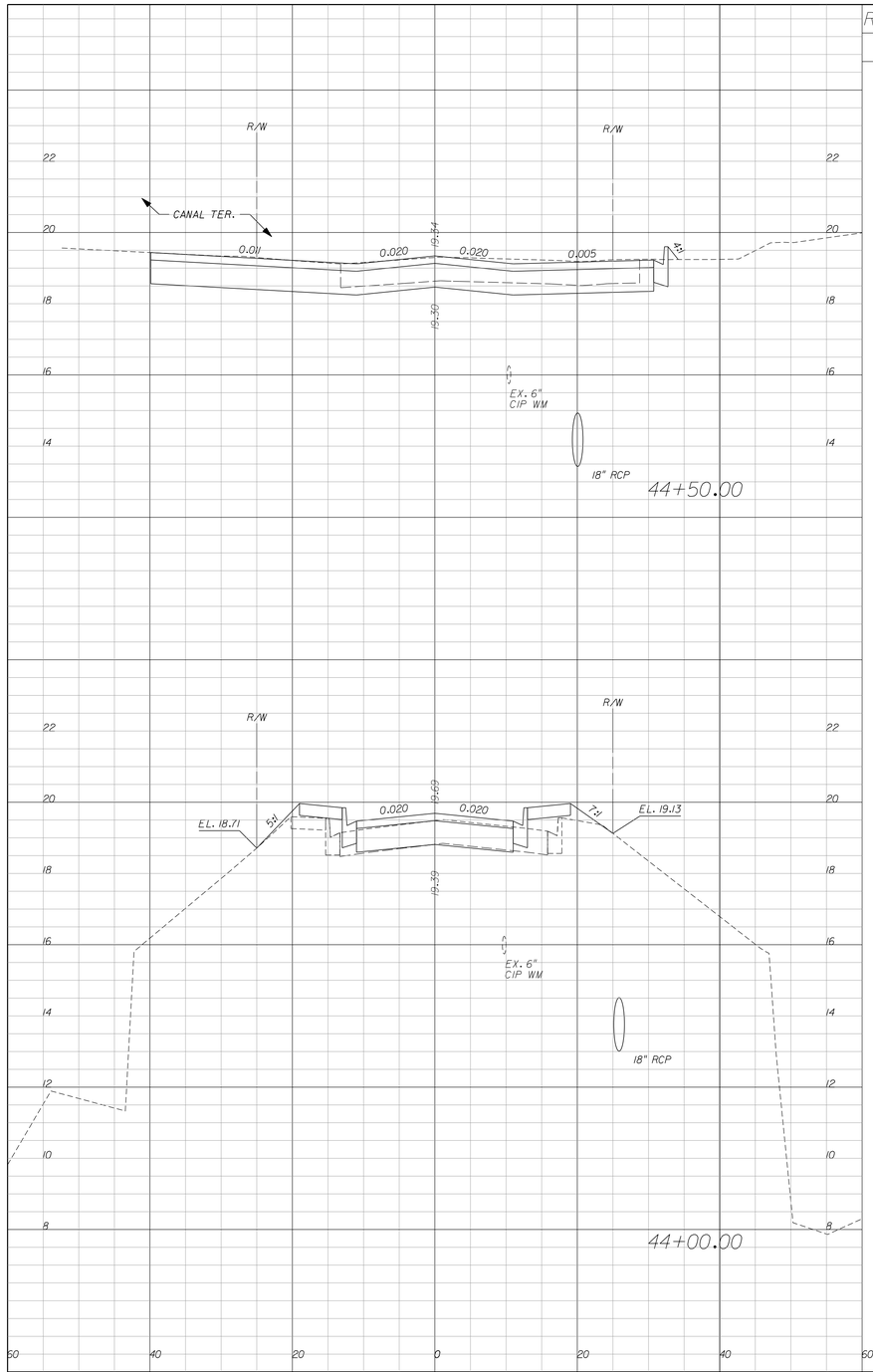
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

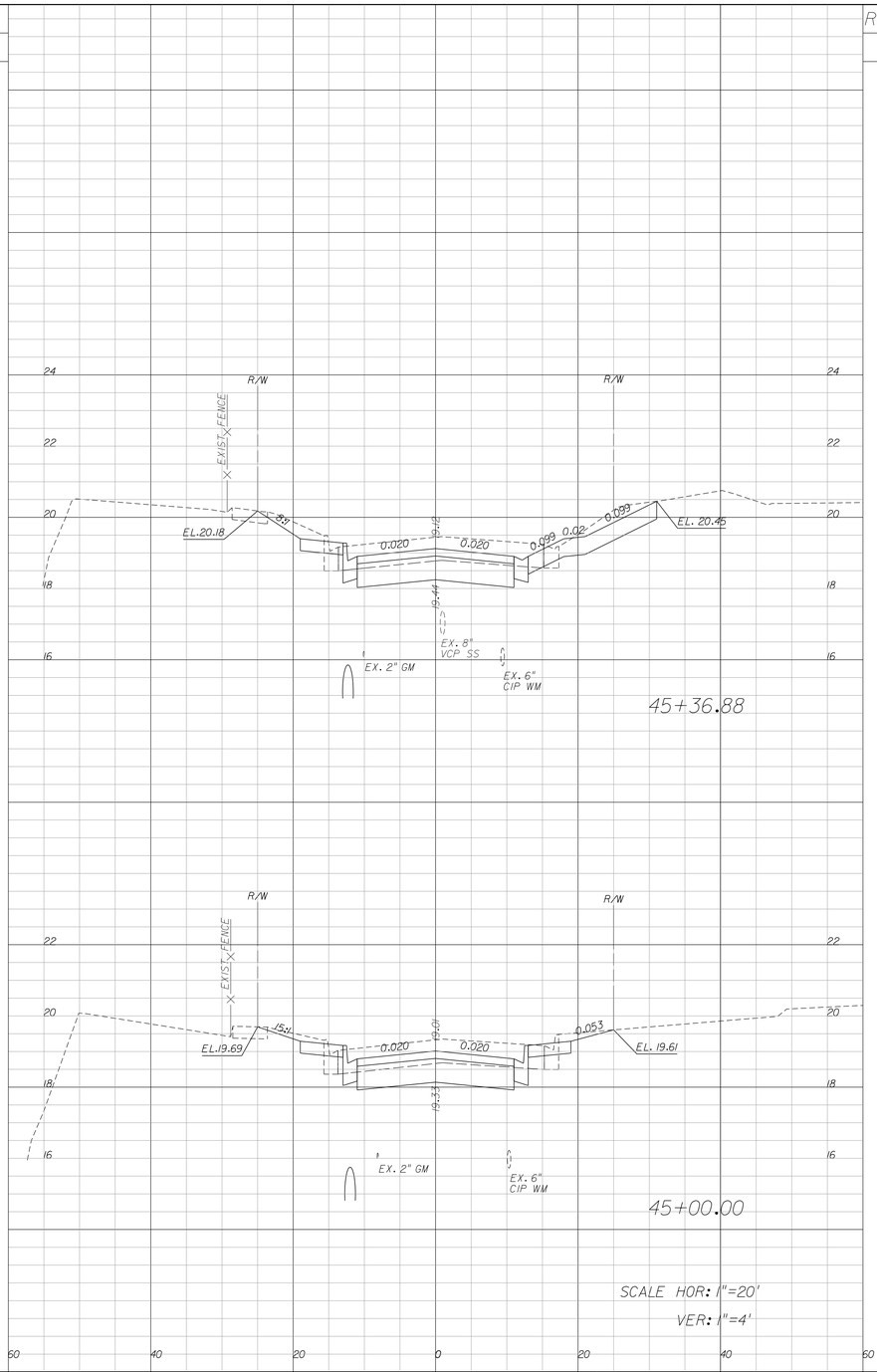
CROSS SECTIONS

SHEET NO. 29

mike.forman 10/19/2016 8:47:17 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
64.8	75.5	0.3	4.0
16.8	33.6	4.0	6.9



Regular Exc.		Embankment	
A	V	A	V
46.8	57.0	0.0	0.0
36.7	94.0	0.0	0.2

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
601 21ST STREET, SUITE 300
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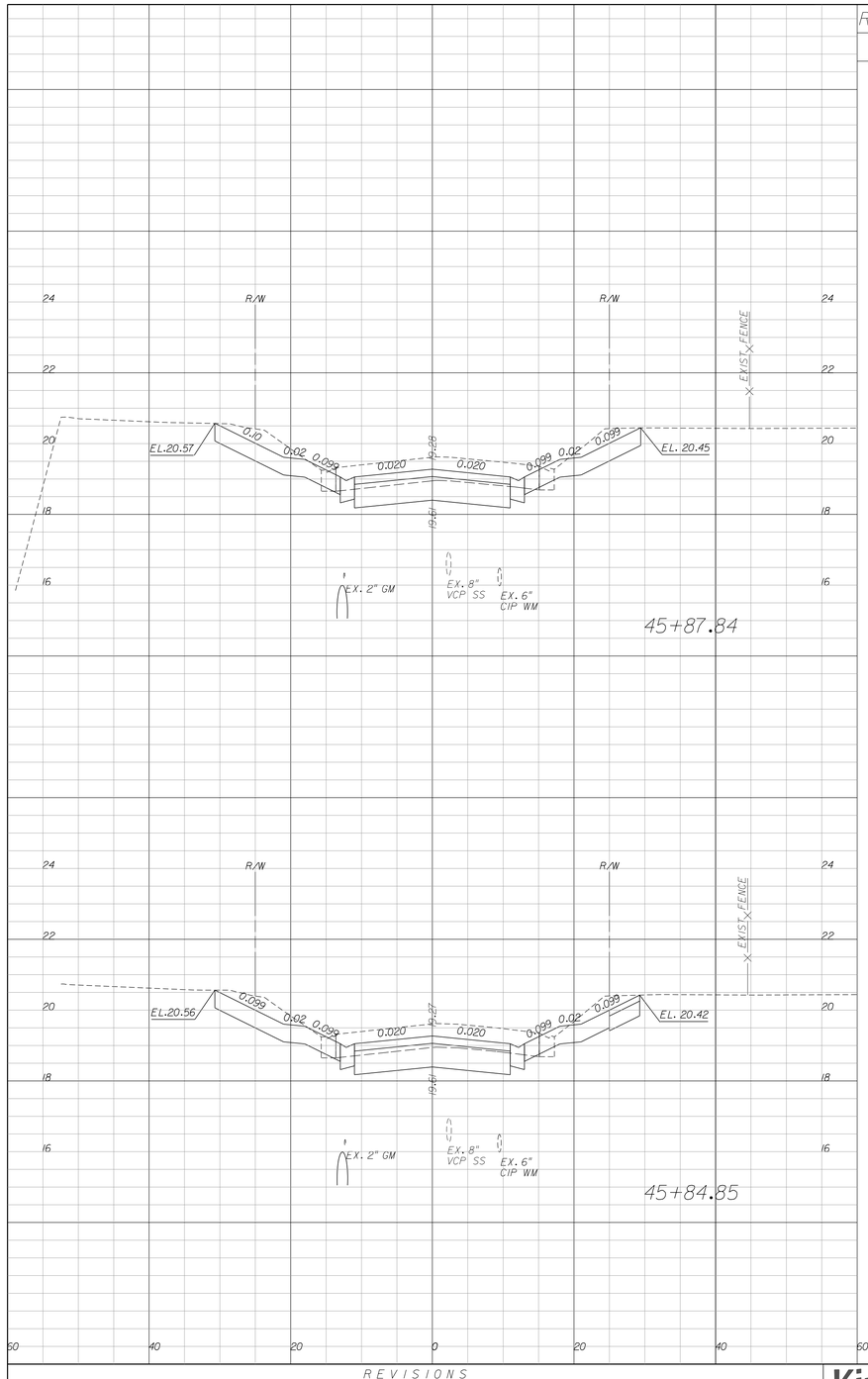
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

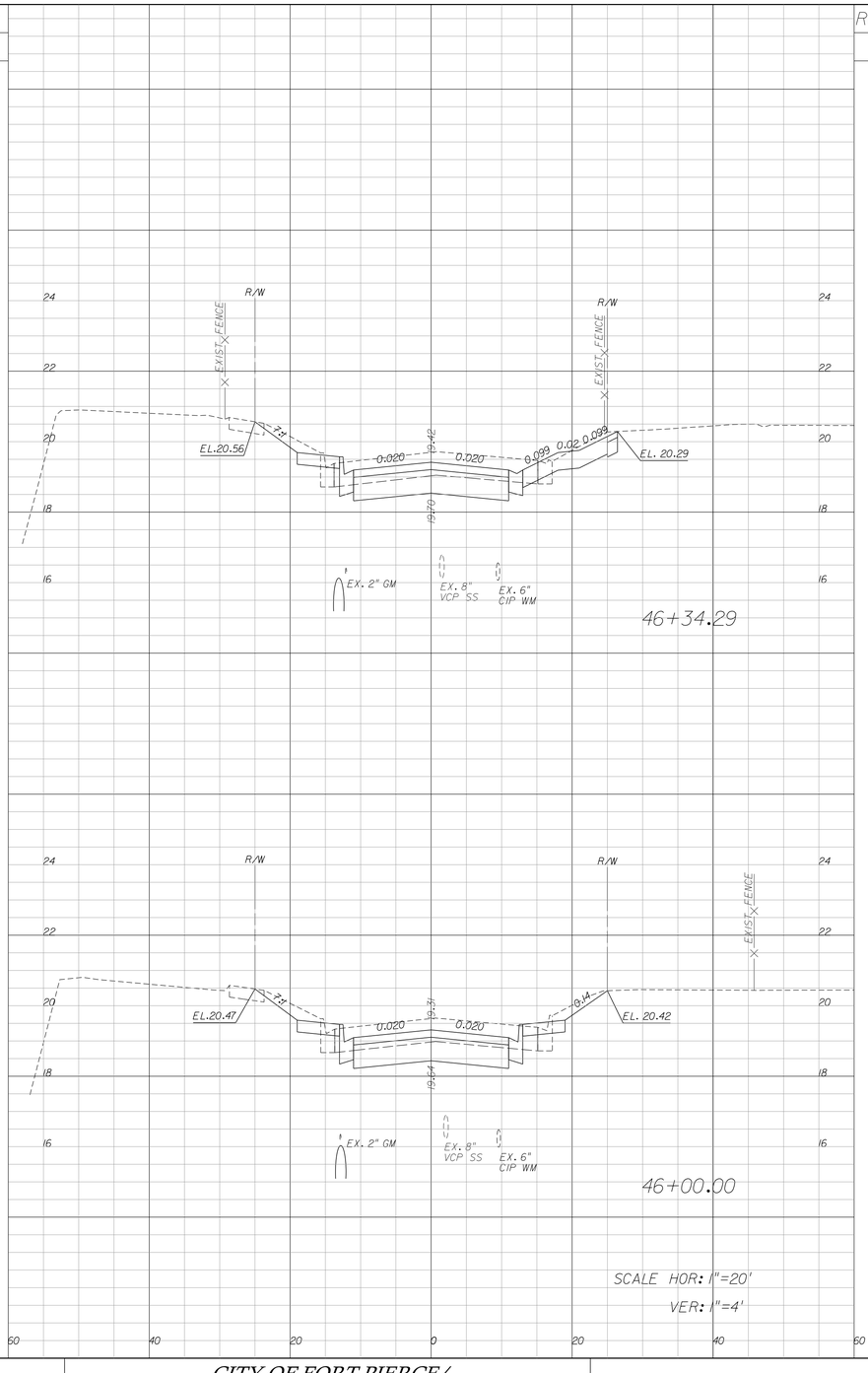
CROSS SECTIONS

SHEET NO. 30



Regular Exc.		Embankment	
A	V	A	V
54.7	6.1	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
55.0	90.4	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
40.6	49.7	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
37.7	20.8	0.0	0.0

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
601 21ST STREET, SUITE 300
VERO BEACH, FL 32960
(772) 562-7981
CERTIFICATE OF AUTHORIZATION: 00000696

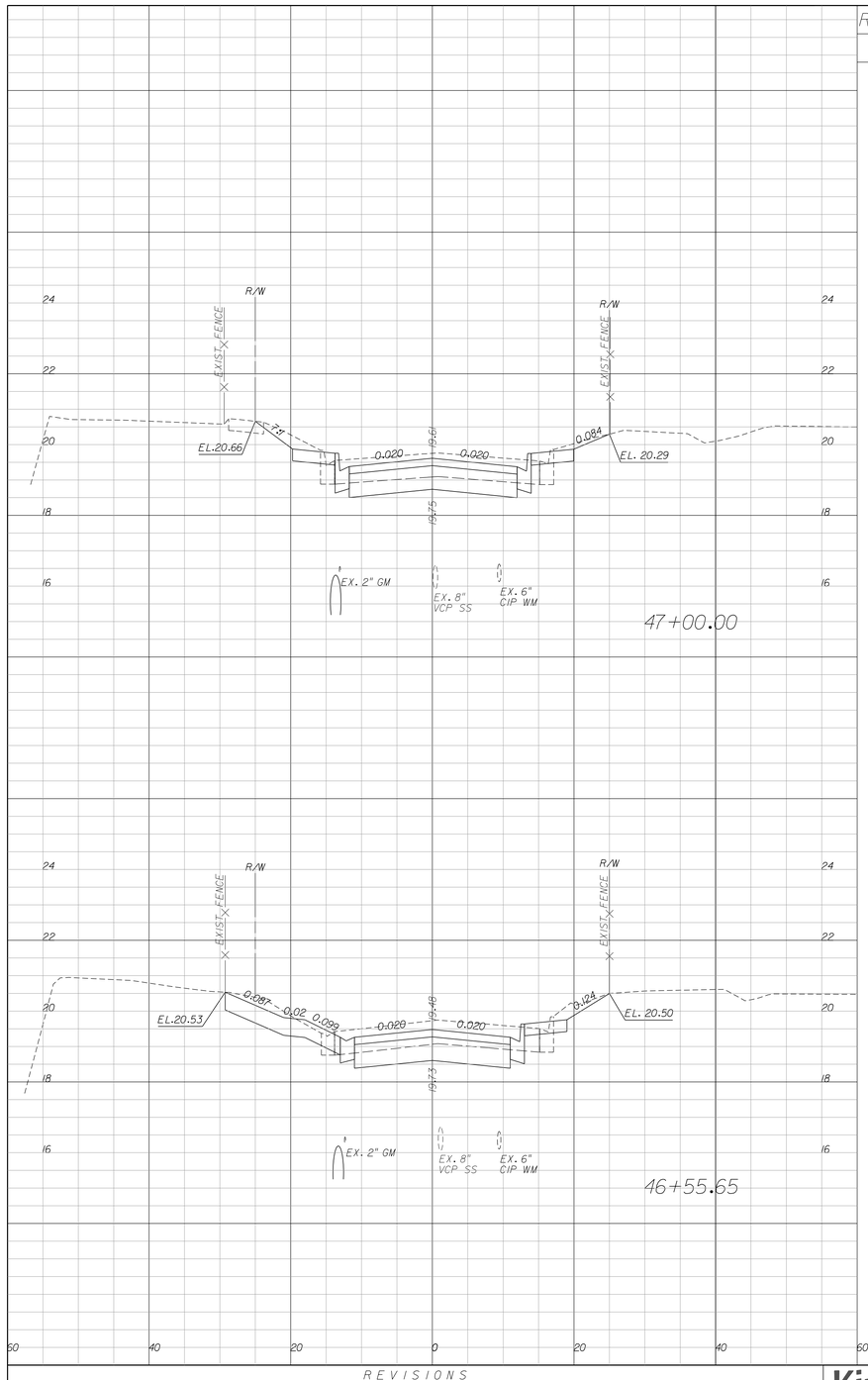
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

SHEET NO. 31

mike.forman 10/19/2016 8:47:39 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn

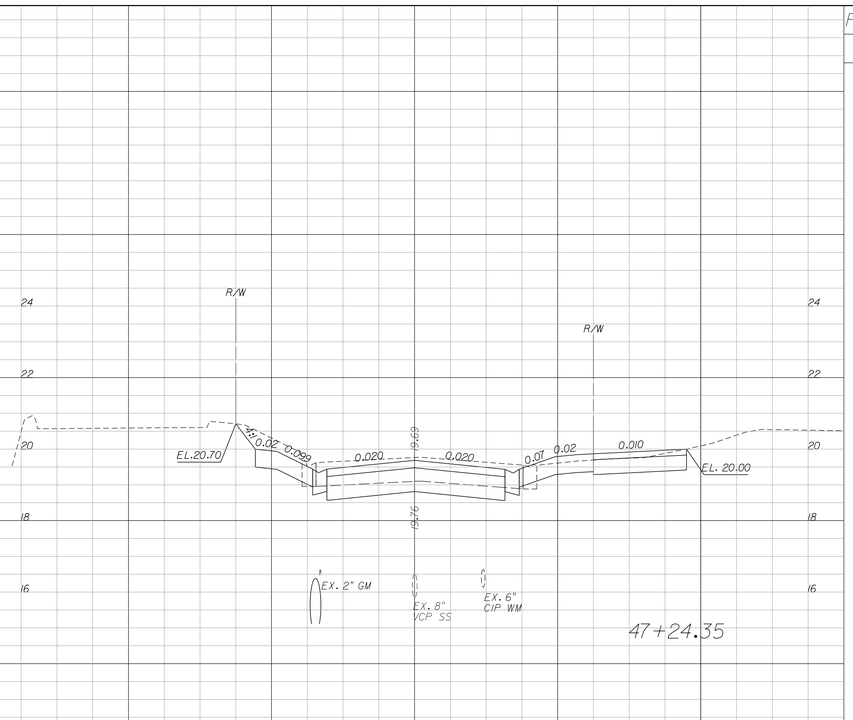


47+00.00

Regular Exc.		Embankment	
A	V	A	V
34.2	61.9	0.0	0.0

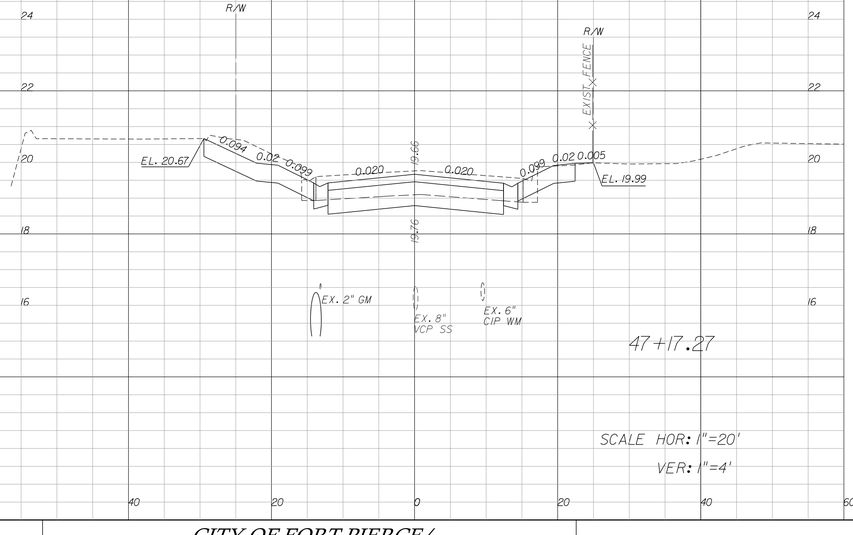
46+55.65

Regular Exc.		Embankment	
A	V	A	V
41.1	32.3	0.0	0.0



47+24.35

Regular Exc.		Embankment	
A	V	A	V
45.4	11.8	0.0	0.0



47+17.27

SCALE HOR: 1"=20'
VER: 1"=4'

Regular Exc.		Embankment	
A	V	A	V
44.6	25.2	0.1	0.0

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

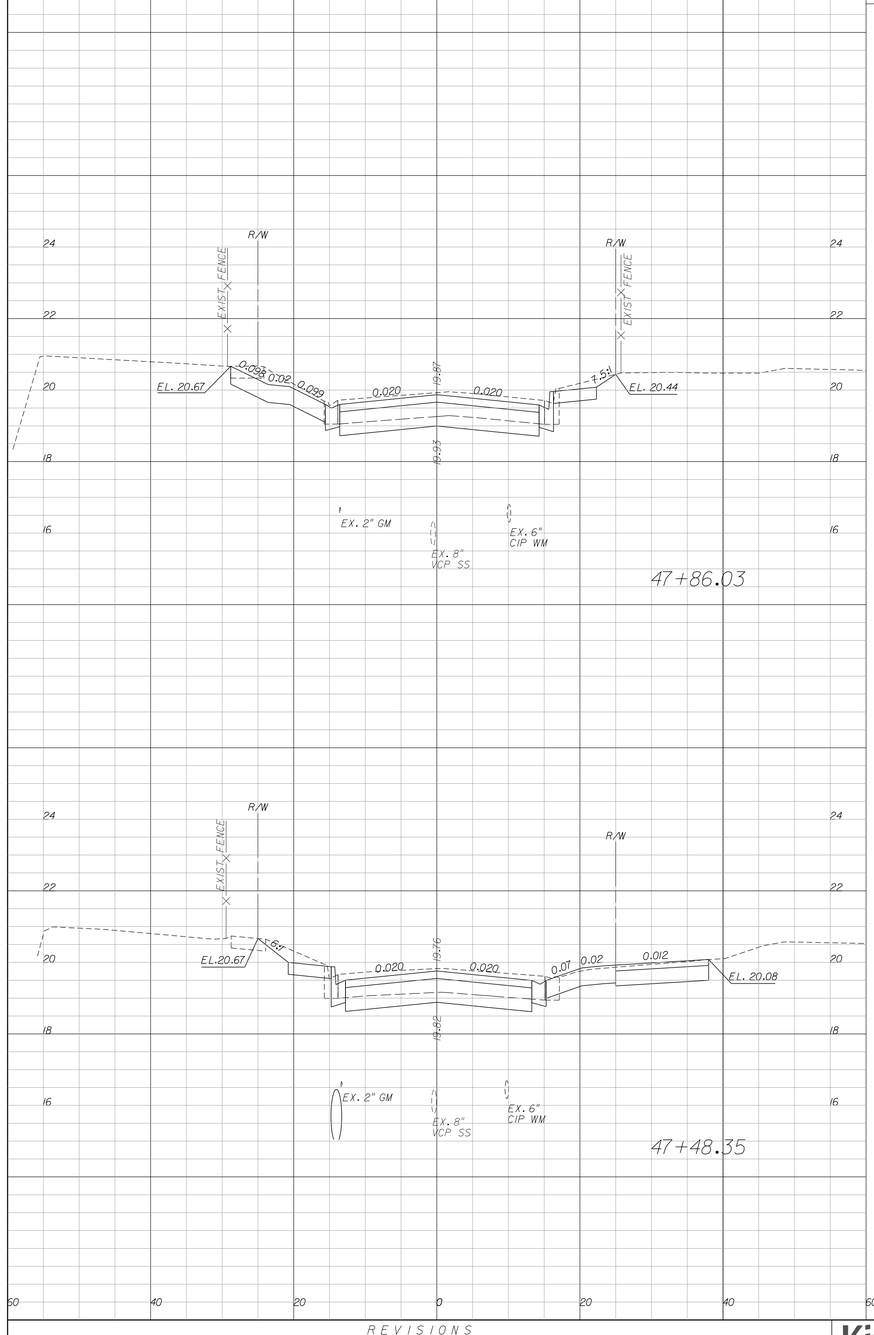
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

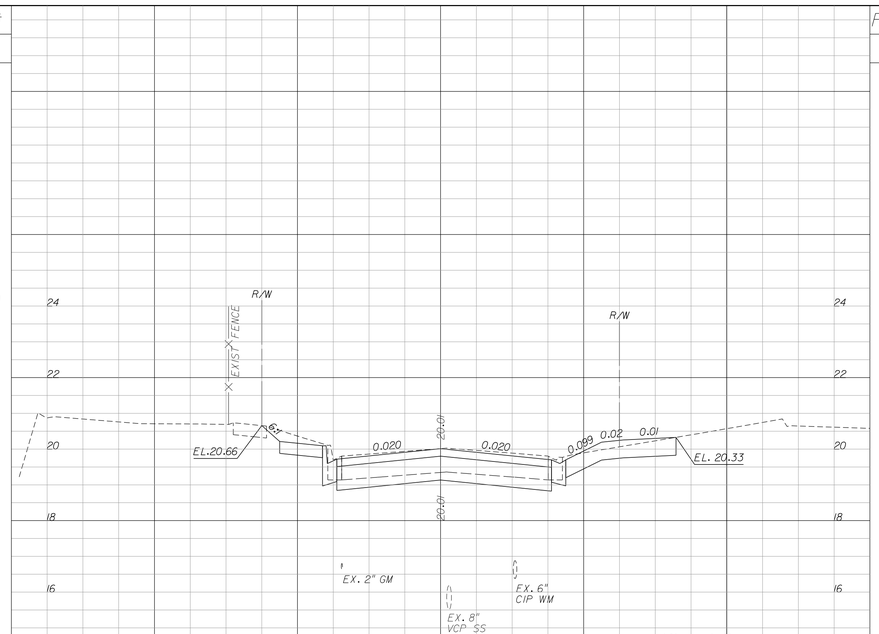
SHEET NO. 32

mike.forman 10/19/2016 8:47:50 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn

Regular Exc.		Embankment	
A	V	A	V
42.8	61.0	0.0	0.0

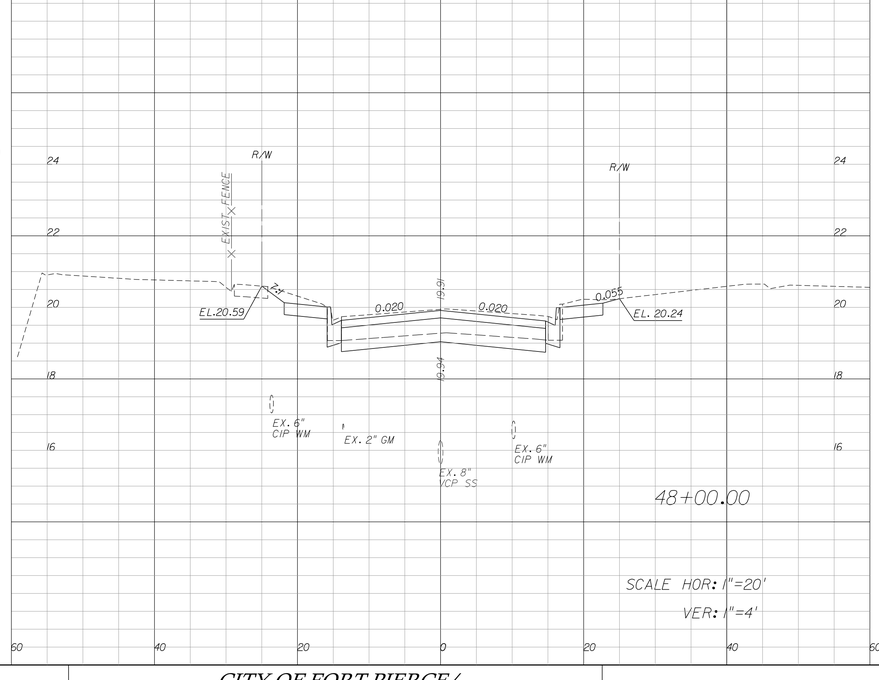


Regular Exc.		Embankment	
A	V	A	V
44.7	40.0	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
40.8	46.0	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
44.7	40.0	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
37.0	20.6	0.0	0.0

50 40 20 0 20 40 60

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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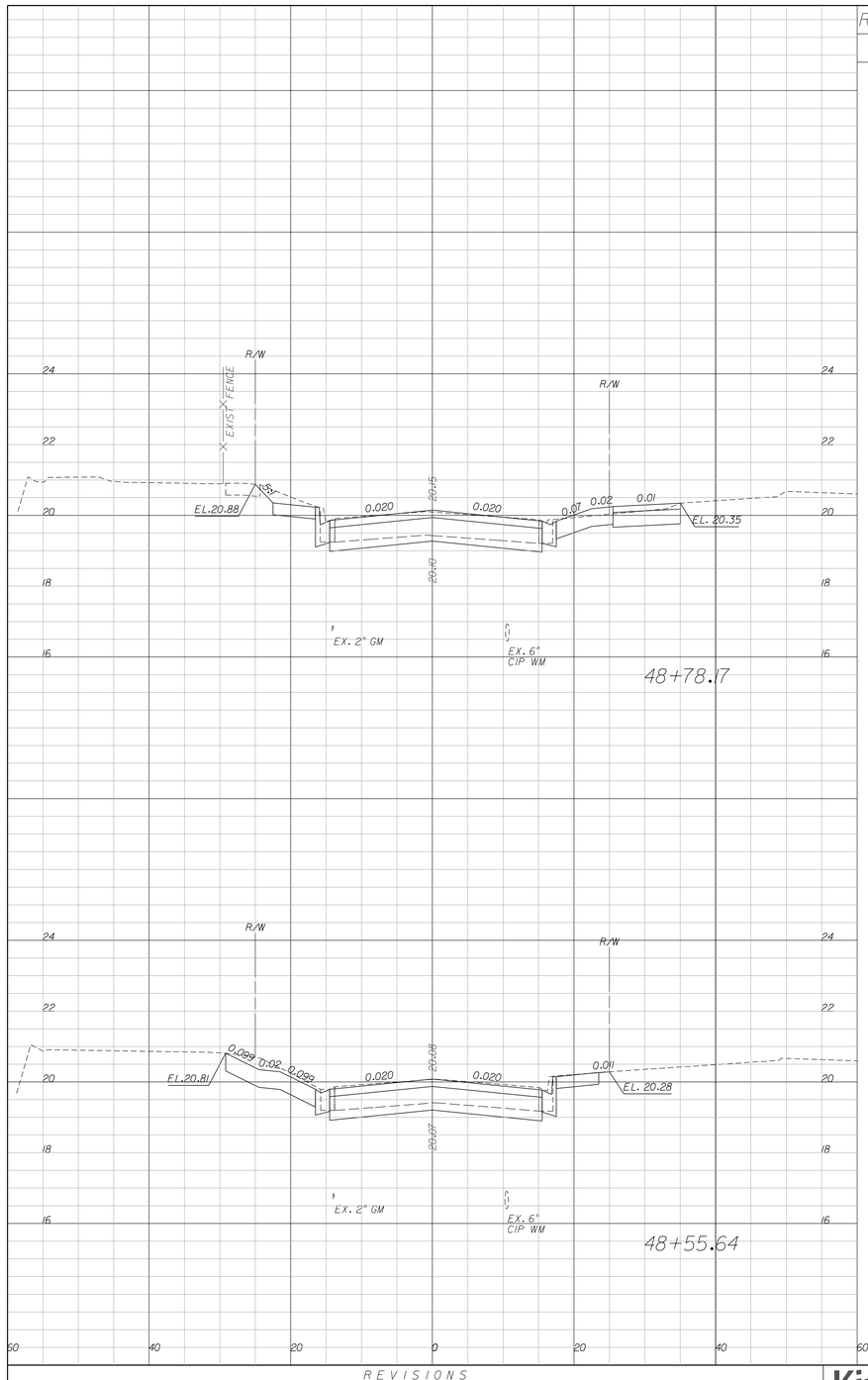
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

SHEET NO. 33

mike.forman 10/19/2016 8:48:01 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn

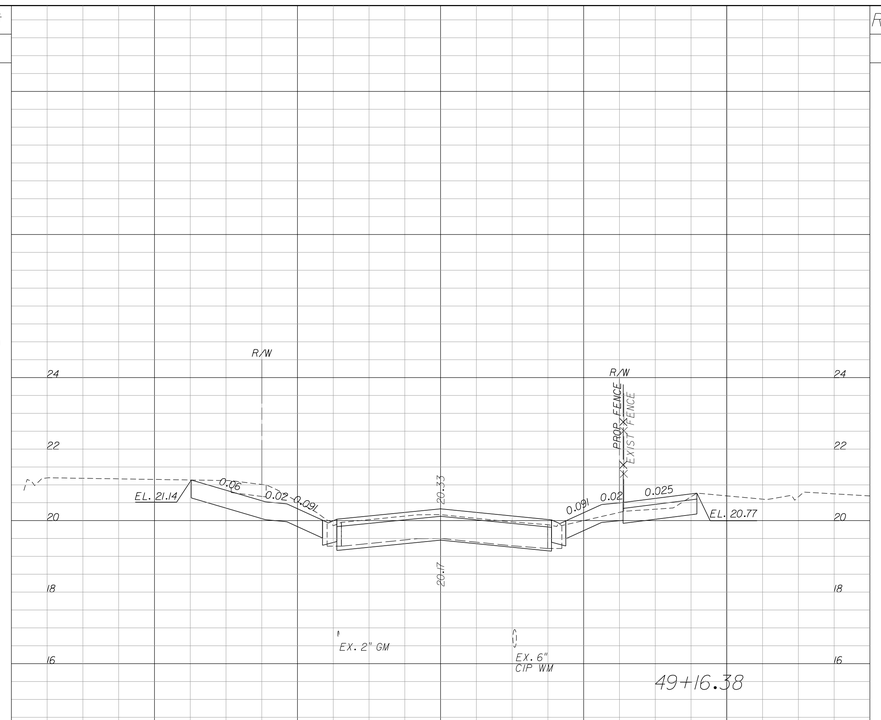


48+78.17

Regular Exc.		Embankment	
A	V	A	V
40.2	33.8	0.0	0.0

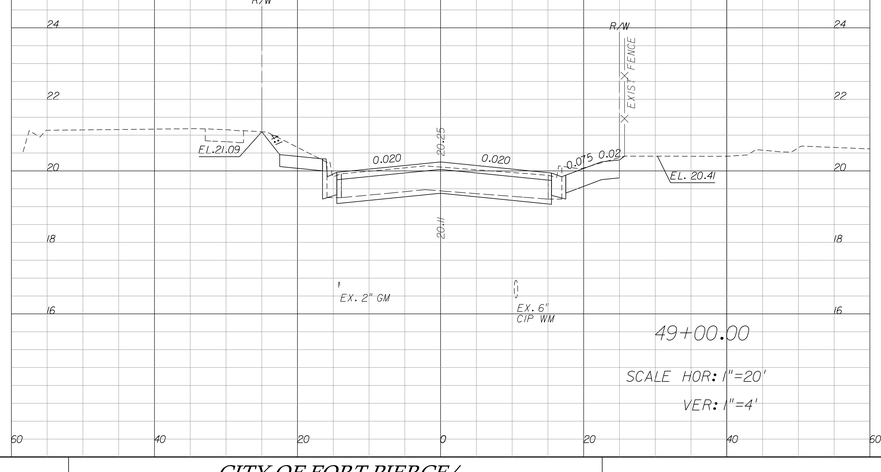
48+55.64

Regular Exc.		Embankment	
A	V	A	V
40.7	35.8	0.0	0.0



49+16.38

Regular Exc.		Embankment	
A	V	A	V
43.8	23.8	0.0	0.0



49+00.00

SCALE HOR: 1"=20'

VER: 1"=4'

Regular Exc.		Embankment	
A	V	A	V
34.7	30.3	0.0	0.0

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn

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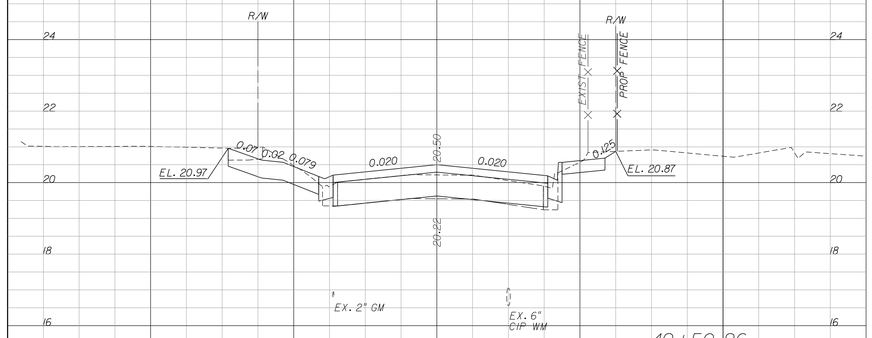
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

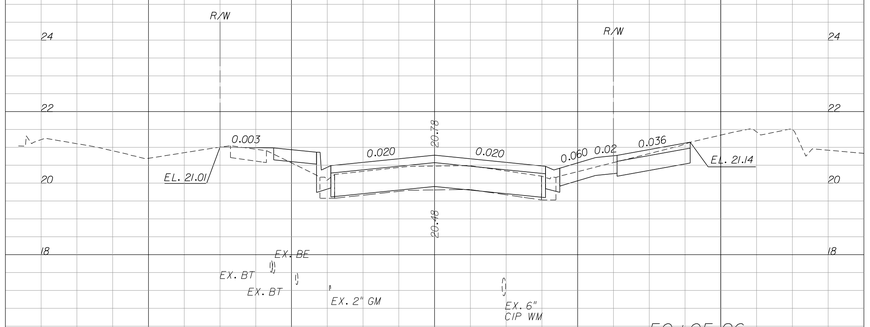
CROSS SECTIONS

SHEET NO. 34

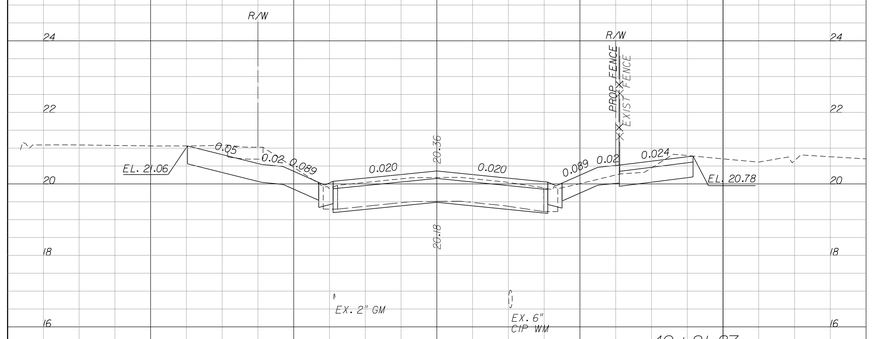
mike.forman 10/19/2016 8:48:13 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



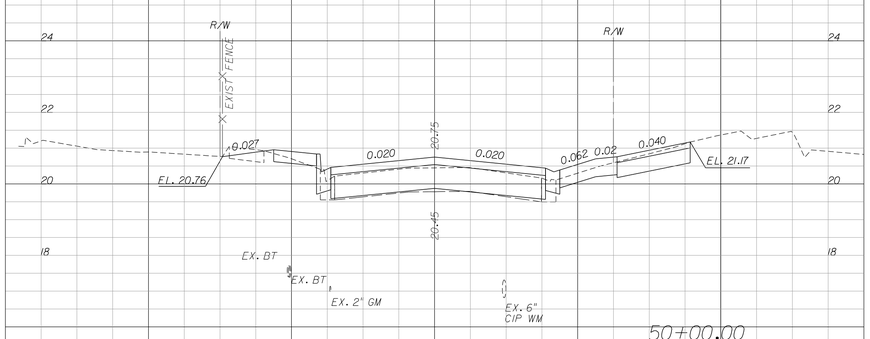
Regular Exc.		Embankment	
A	V	A	V
31.3	39.8	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
27.5	6.3	0.9	0.1



Regular Exc.		Embankment	
A	V	A	V
44.4	9.0	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
29.1	55.7	0.1	0.1

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

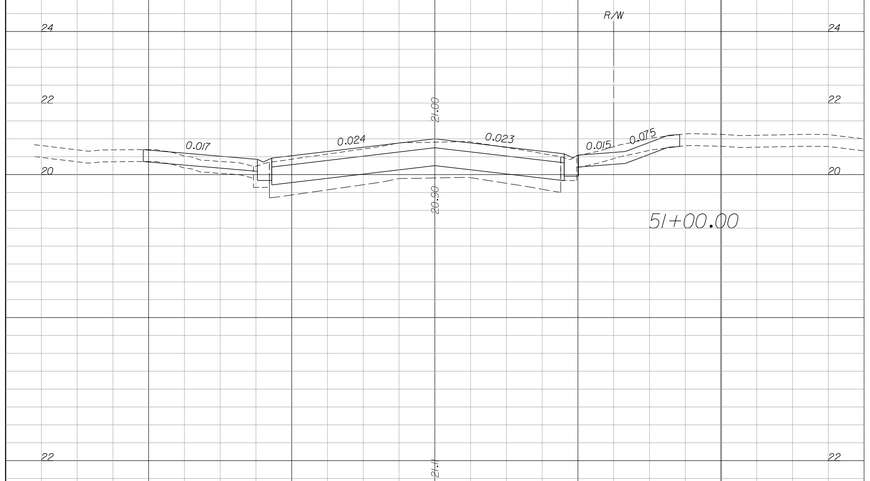
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

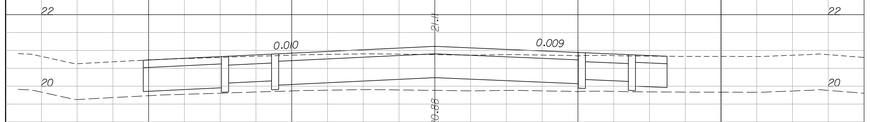
SHEET NO. 35

mike.forman 10/19/2016 8:48:24 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn

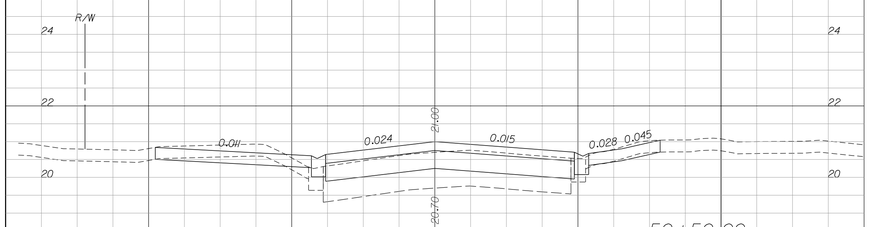
END EARTHWORK
STA. 51+31.81



51+00.00



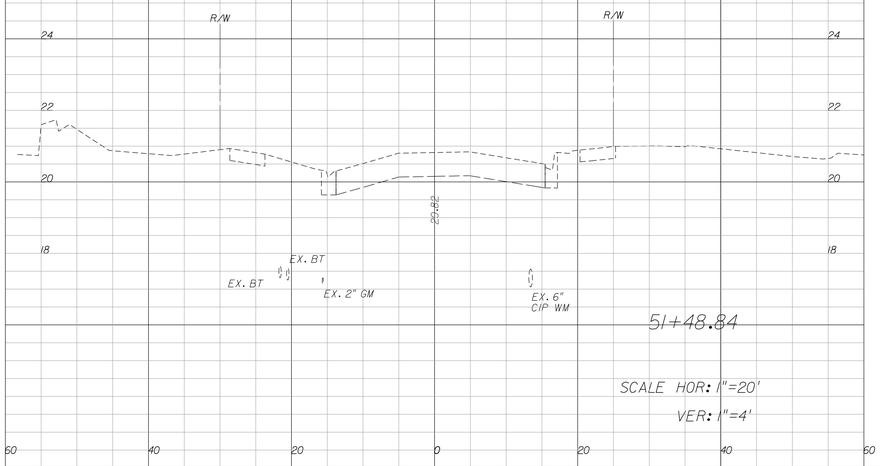
50+72.70



50+50.00

Regular Exc.		Embankment	
A	V	A	V
40.6	47.83	0.0	0.0
40.6	22.4	0.0	3.3
3.8	13.7	6.5	2.7
28.9	46.0	0.0	0.7

EARTHWORK SUMMARY
REGULAR EXCAVATION = 2655 CY
EMBANKMENT = 75 CY



51+48.84

SCALE HOR: 1"=20'
VER: 1"=4'

Regular Exc.		Embankment	
A	V	A	V

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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(772) 562-7981
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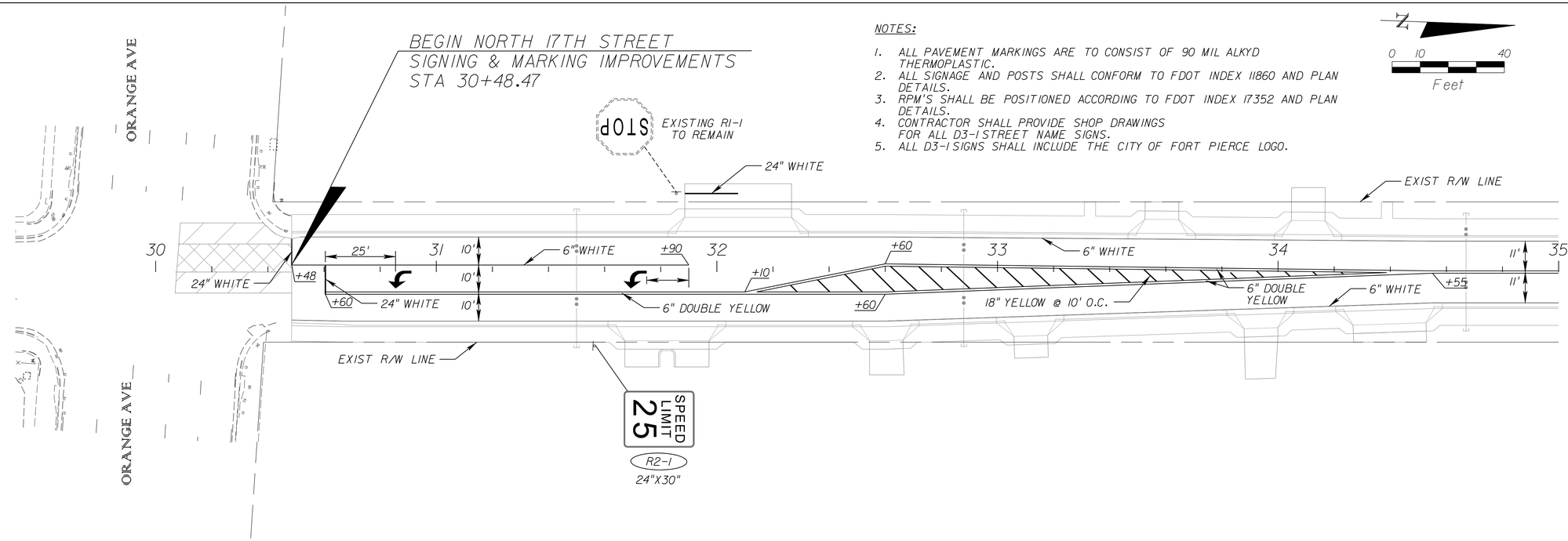
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

SHEET NO.
36

mike.forman 10/19/2016 8:48:35 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



NOTES:

1. ALL PAVEMENT MARKINGS ARE TO CONSIST OF 90 MIL ALKYD THERMOPLASTIC.
2. ALL SIGNAGE AND POSTS SHALL CONFORM TO FDOT INDEX 11860 AND PLAN DETAILS.
3. RPM'S SHALL BE POSITIONED ACCORDING TO FDOT INDEX 17352 AND PLAN DETAILS.
4. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ALL D3-1 STREET NAME SIGNS.
5. ALL D3-1 SIGNS SHALL INCLUDE THE CITY OF FORT PIERCE LOGO.

N

0 10 40

Feet

NOTES:

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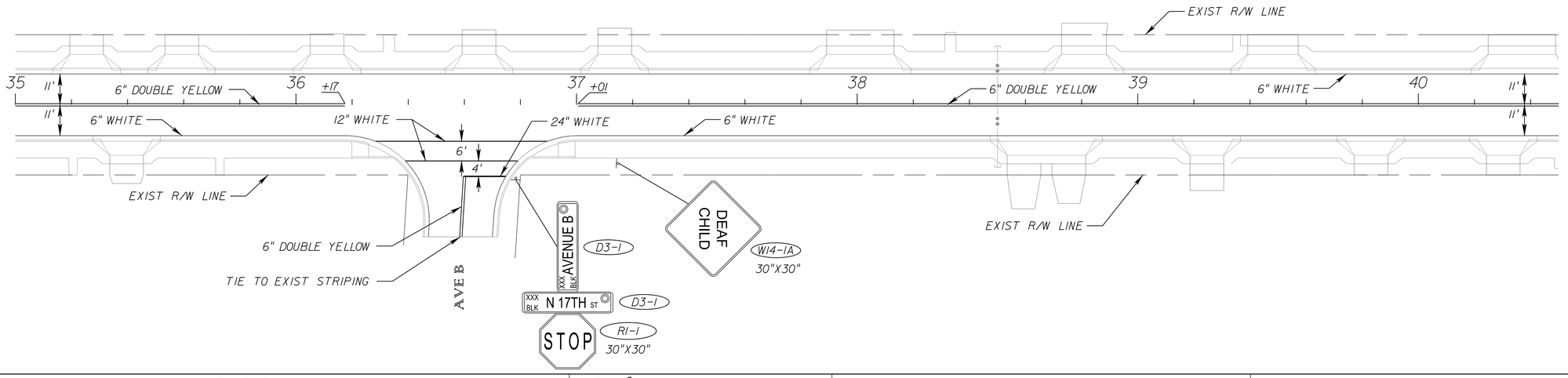


N

0 10 40

Feet

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

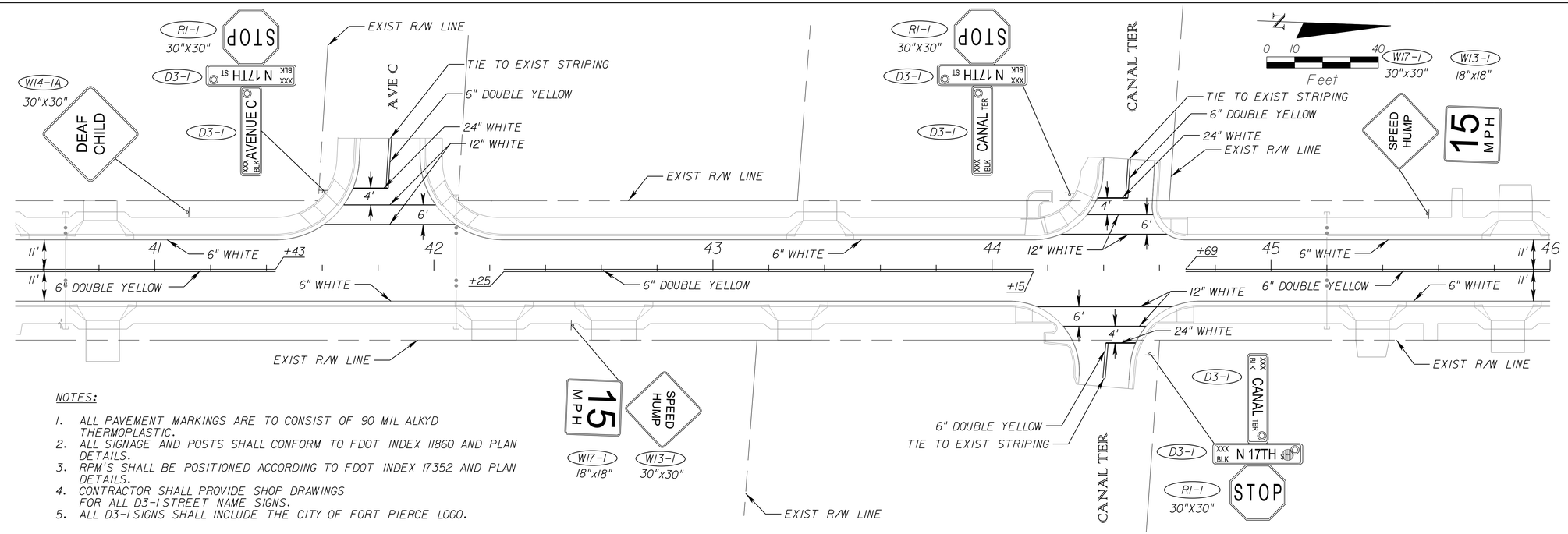
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

SIGNING AND MARKING

SHEET NO.
38

mike.forman 10/19/2016 8:48:37 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\PLANSP01.dgn



NOTES:

1. ALL PAVEMENT MARKINGS ARE TO CONSIST OF 90 MIL ALKYD THERMOPLASTIC.
2. ALL SIGNAGE AND POSTS SHALL CONFORM TO FDOT INDEX 11860 AND PLAN DETAILS.
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4. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ALL D3-1 STREET NAME SIGNS.
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NOTES:

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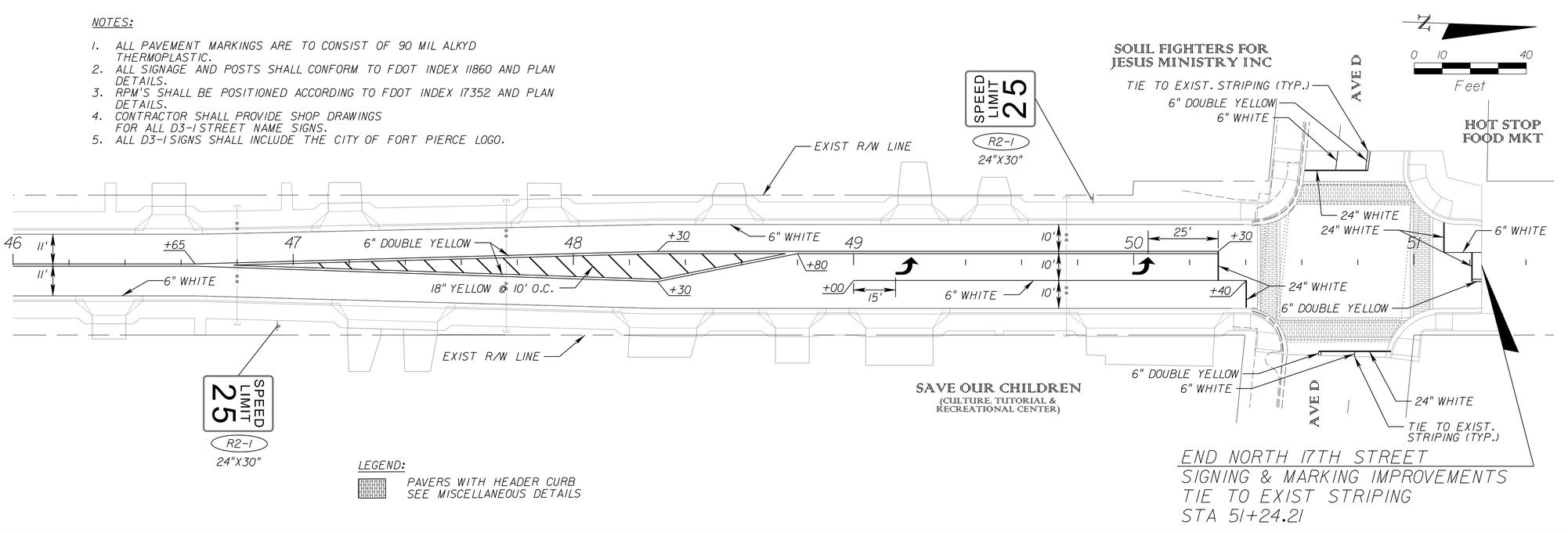
5. ALL D3-1 SIGNS SHALL INCLUDE THE CITY OF FORT PIERCE LOGO.



LEGEND:

PAVERS WITH HEADER CURB
SEE MISCELLANEOUS DETAILS

END NORTH 17TH STREET
SIGNING & MARKING IMPROVEMENTS
TIE TO EXIST STRIPING
STA 51+24.21

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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P.E. LICENSE NUMBER 56939
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

SIGNING AND MARKING

SHEET NO.
39

mike.forman 10/19/2016 8:48:39 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\PLANSP02.dgn

GENERAL EROSION NOTES

A. THE STORMWATER POLLUTION PREVENTION PLAN IS COMPRISED OF THIS DRAWING, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.

C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS.

D. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR THE CITY.

E. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

F. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.

G. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

H. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.

I. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

J. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

K. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.

L. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.

M. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SODDED. THESE AREAS SHALL BE SODDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.

N. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

O. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

P. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

Q. ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

R. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

S. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.

T. THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING THE NPDES PERMIT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

MAINTENANCE

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

2. ALL SODDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESODDED AS NEEDED.

3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.

4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

5. THE TEMPORARY STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE).

6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.

7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

EROSION CONTROL
GENERAL NOTES

SHEET NO.
40

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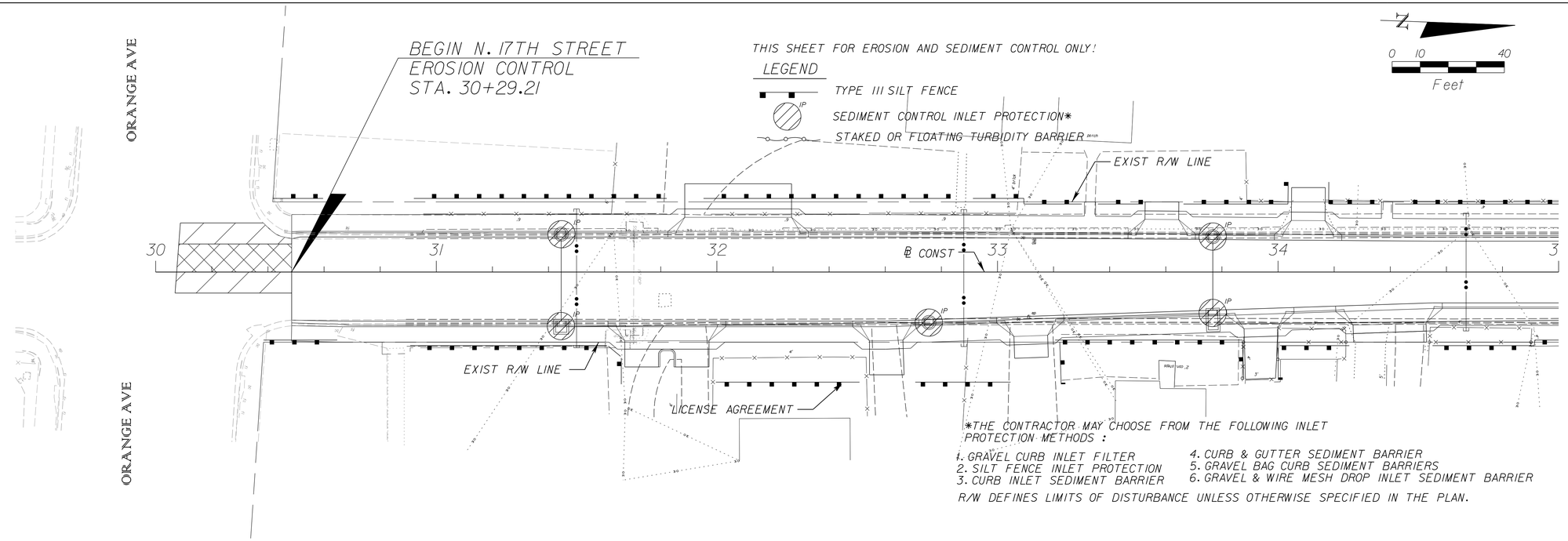

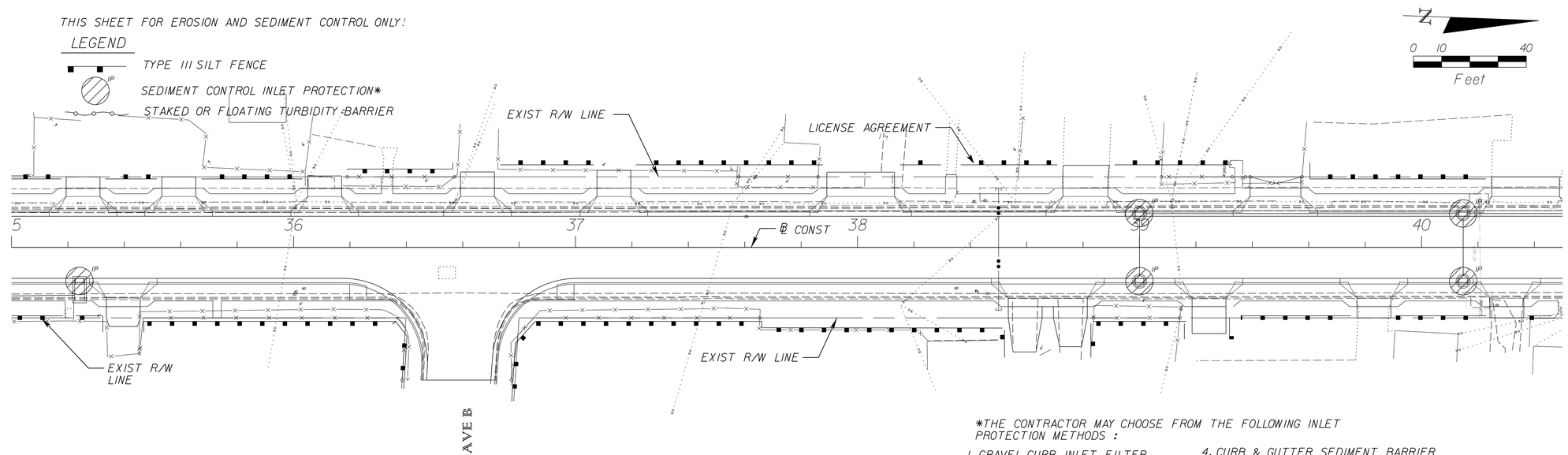

REVISIONS					
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

EROSION CONTROL

SHEET NO.
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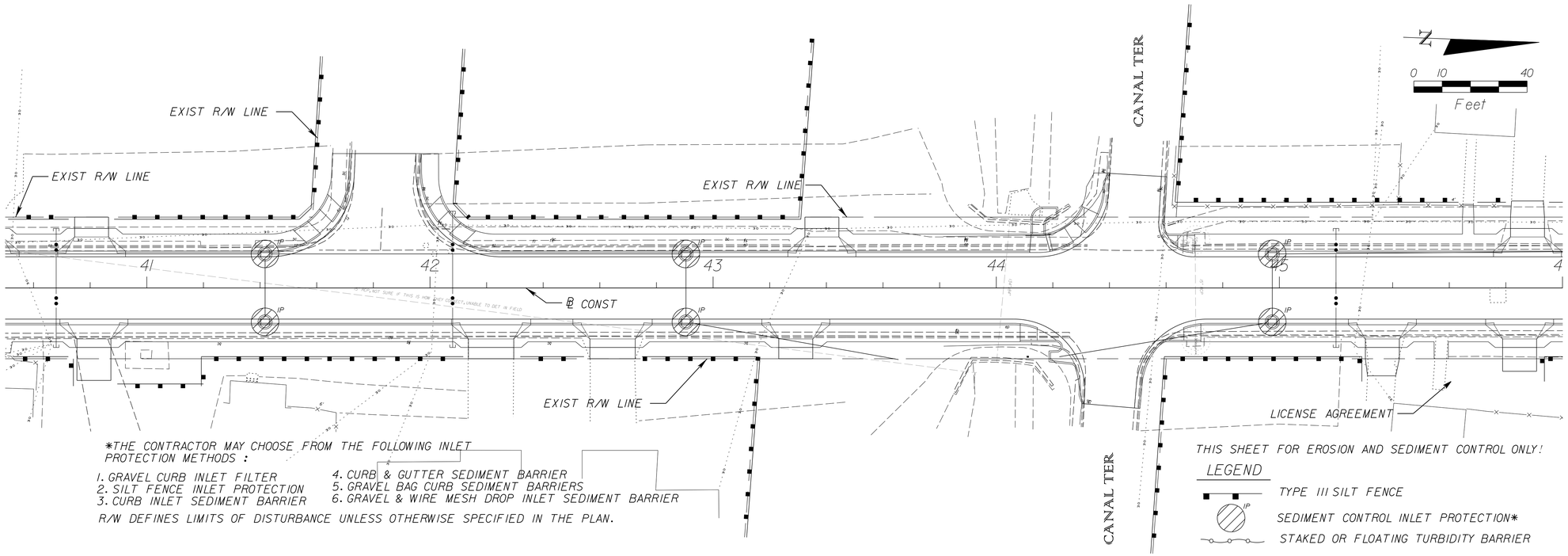

*THE CONTRACTOR MAY CHOOSE FROM THE FOLLOWING INLET PROTECTION METHODS :

1. GRAVEL CURB INLET FILTER
2. SILT FENCE INLET PROTECTION
3. CURB INLET SEDIMENT BARRIER
4. CURB & GUTTER SEDIMENT BARRIER
5. GRAVEL BAG CURB SEDIMENT BARRIERS
6. GRAVEL & WIRE MESH DROP INLET SEDIMENT BARRIER

R/W DEFINES LIMITS OF DISTURBANCE UNLESS OTHERWISE SPECIFIED IN THE PLAN.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

EROSION CONTROL

SHEET NO.
42

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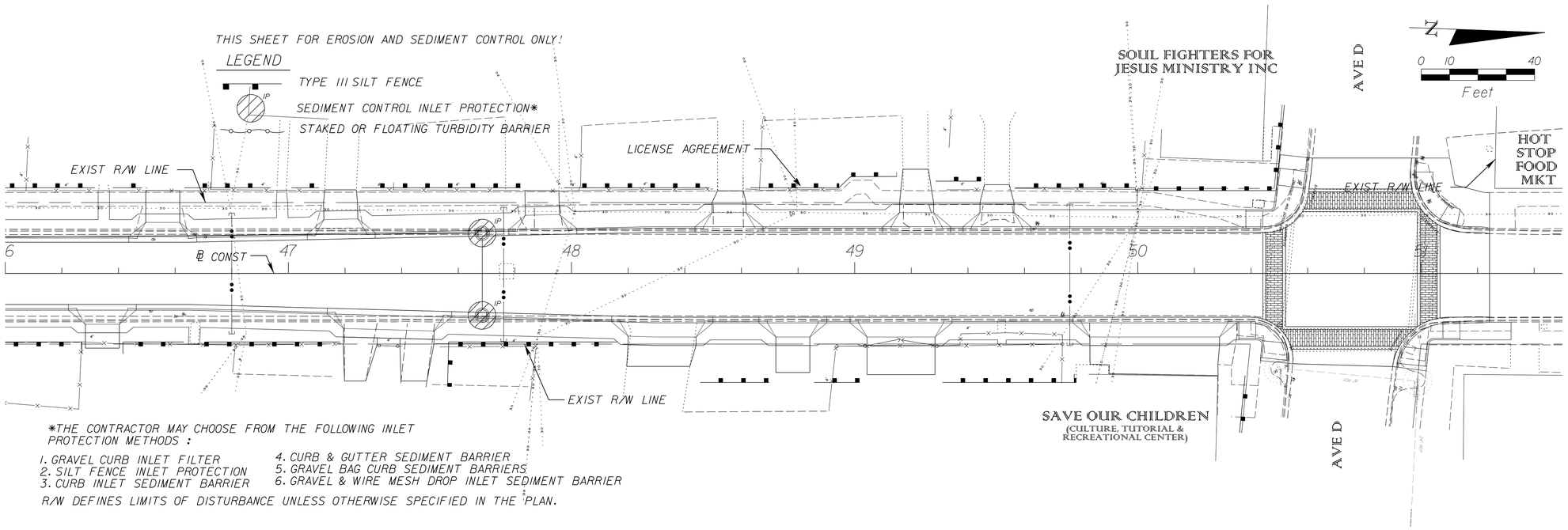
THIS SHEET FOR EROSION AND SEDIMENT CONTROL ONLY!

LEGEND

TYPE III SILT FENCE

SEDIMENT CONTROL INLET PROTECTION*

STAKED OR FLOATING TURBIDITY BARRIER



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R/W DEFINES LIMITS OF DISTURBANCE UNLESS OTHERWISE SPECIFIED IN THE PLAN.

REVISIONS					
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

EROSION CONTROL

SHEET NO.
43

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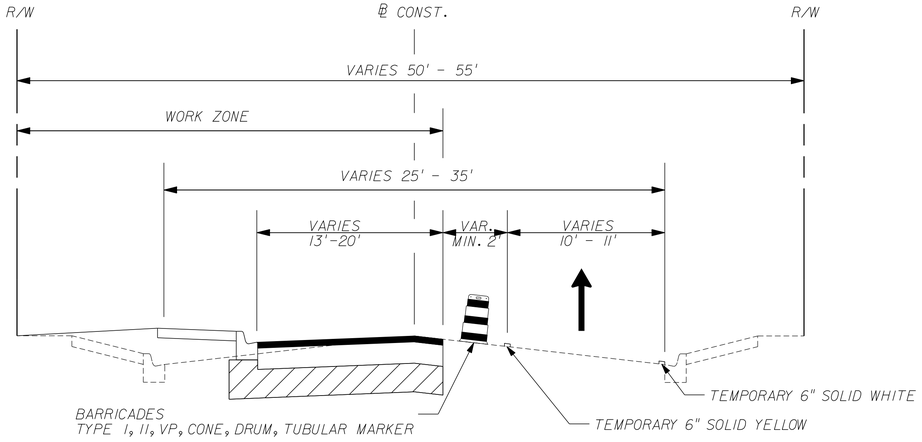
MAINTENANCE OF TRAFFIC GENERAL NOTES:

1. THE FOLLOWING MAINTENANCE OF TRAFFIC DETAILS HAVE BEEN PROVIDED TO GIVE THE CONTRACTOR GENERAL DIRECTION. THE CONTRACTOR SHALL DEVELOP DETAILED TRAFFIC CONTROL PLANS THAT MUST BE APPROVED BY THE CITY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. AT NO TIME SHALL THE CONTRACTOR CLOSE THE ROAD TO THROUGH TRAFFIC WITHOUT PRIOR CONSENT FROM THE CITY.
3. THE CONTRACTOR SHALL CONTACT IN WRITING ALL AFFECTED PROPERTY OWNERS 2 WEEKS PRIOR TO CONTRACTOR IMPLEMENTING ONE WAY TRAFFIC PATTERN.
4. CONTRACTOR SHALL MAINTAIN VARIABLE MESSAGE SIGN (VMS) ALERTING COMMUTERS TO ONE WAY TRAFFIC PATTERN. VMS SHALL BE ACTIVE NO LESS THAN 1 WEEK PRIOR TO TRAFFIC PATTERN MODIFICATION.
5. CONTRACTOR MUST MAINTAIN ACCESS TO ALL BUSINESS AND RESIDENCES AT ALL TIME.
6. MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 600 SERIES.
7. PEDESTRIAN WALK WAY MUST FOLLOW FDOT INDEX 660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
8. AT THE END OF EVERYDAY, THE FDOT INDEX 600 SHOULDER TREATMENT MUST BE FOLLOWED.
9. CONTRACTOR SHALL GIVE CONSIDERATION TO PHASE CONSTRUCTION BASED ON PROPOSED FT. PIERCE UTILITY AUTHORITY UTILITY IMPROVEMENTS.

PHASE I DESCRIPTION

- MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 600 SERIES.
- ERECT ALL ADVANCE CONSTRUCTION IDENTIFICATION SIGNS AND SET UP DETOUR.
- TRAFFIC TO REMAIN OPEN ON EXISTING ROADWAY IN A ONE WAY DIRECTION. PLACE TEMPORARY STRIPING AND PAVEMENT PER PHASE I CONSTRUCTION DETAIL (THIS SHEET).
- ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- CONSTRUCT CROSS DRAINS AND SIDE DRAINS. MAINTAIN PROPER DRAINAGE DURING CONSTRUCTION BY USING TEMPORARY PIPING, PUMPING OR OTHER METHODS APPROVED BY CEI.
- PEDESTRIAN WALK WAY MUST FOLLOW FDOT INDEX 660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
- CONSTRUCT WIDENING, CURB AND GUTTER, DRIVEWAYS AND TURNOUTS. DO NOT PLACE LAST LIFT OF ASPHALT.
- AT THE END OF EVERYDAY, THE FDOT INDEX 600 SHOULDER TREATMENT MUST BE FOLLOWED.



PHASE I CONSTRUCTION DETAIL
N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

TRAFFIC CONTROL
TYPICAL SECTION

SHEET NO.
44

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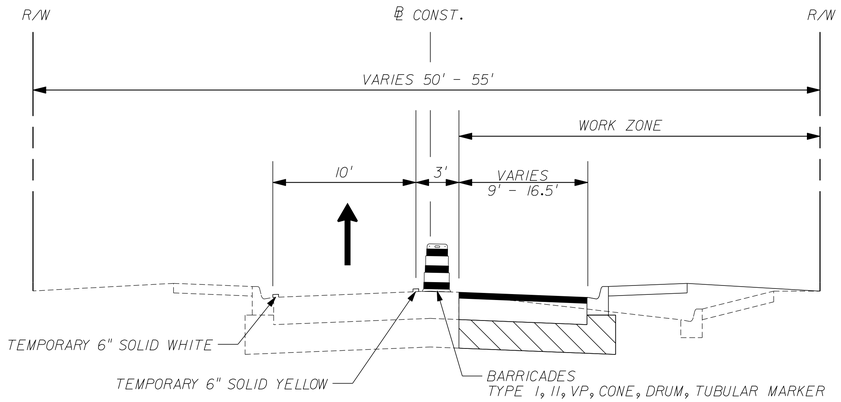
PHASE II DESCRIPTION

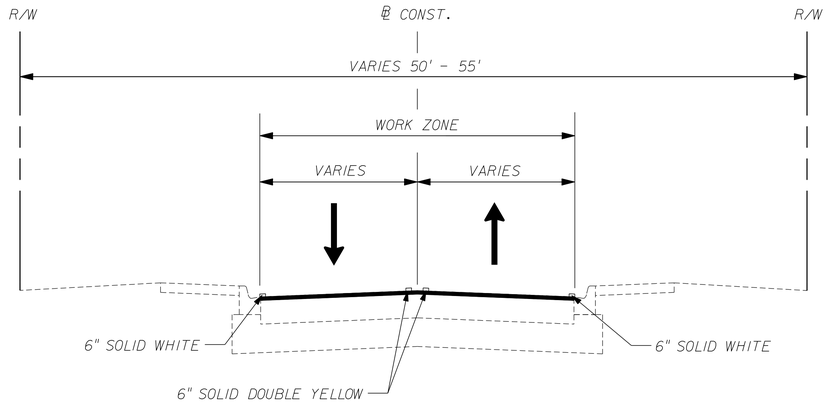
- MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 600 SERIES.
- ERECT ALL ADVANCE CONSTRUCTION IDENTIFICATION SIGNS AND SET UP DETOUR AS REQUIRED OR MODIFIED FROM PHASE I.
- TRAFFIC TO REMAIN OPEN ON EXISTING ROADWAY IN A ONE WAY DIRECTION. PLACE TEMPORARY STRIPING AND PAVEMENT PER PHASE I CONSTRUCTION DETAIL (THIS SHEET).
- ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- CONSTRUCT CROSS DRAINS AND SIDE DRAINS. MAINTAIN PROPER DRAINAGE DURING CONSTRUCTION BY USING TEMPORARY PIPING, PUMPING OR OTHER METHODS APPROVED BY CEI.
- PEDESTRIAN WALK WAY MUST FOLLOW FDOT INDEX 660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
- CONSTRUCT WIDENING, CURB AND GUTTER, DRIVEWAYS AND TURNOUTS. DO NOT PLACE LAST LIFT OF ASPHALT.
- AT THE END OF EVERYDAY, THE FDOT INDEX 600 SHOULDER TREATMENT MUST BE FOLLOWED.



PHASE II CONSTRUCTION DETAIL
N.T.S.

PHASE III DESCRIPTION

- PLACE FINAL LIFT OF ASPHALT PER TYPICAL SECTION
- PLACE TEMPORARY STRIPING PER FINAL STRIPING PLAN. ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- AT THE END OF THE ASPHALT CURE PERIOD, PLACE PERMANENT PAVEMENT MARKINGS PER THE FINAL STRIPING PLAN.
- COMPLETE FINAL SIGNING AND PAVEMENT MARKINGS, AND OPEN TRAFFIC LANES.



PHASE III CONSTRUCTION DETAIL
N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

TRAFFIC CONTROL
TYPICAL SECTION

SHEET NO.
45

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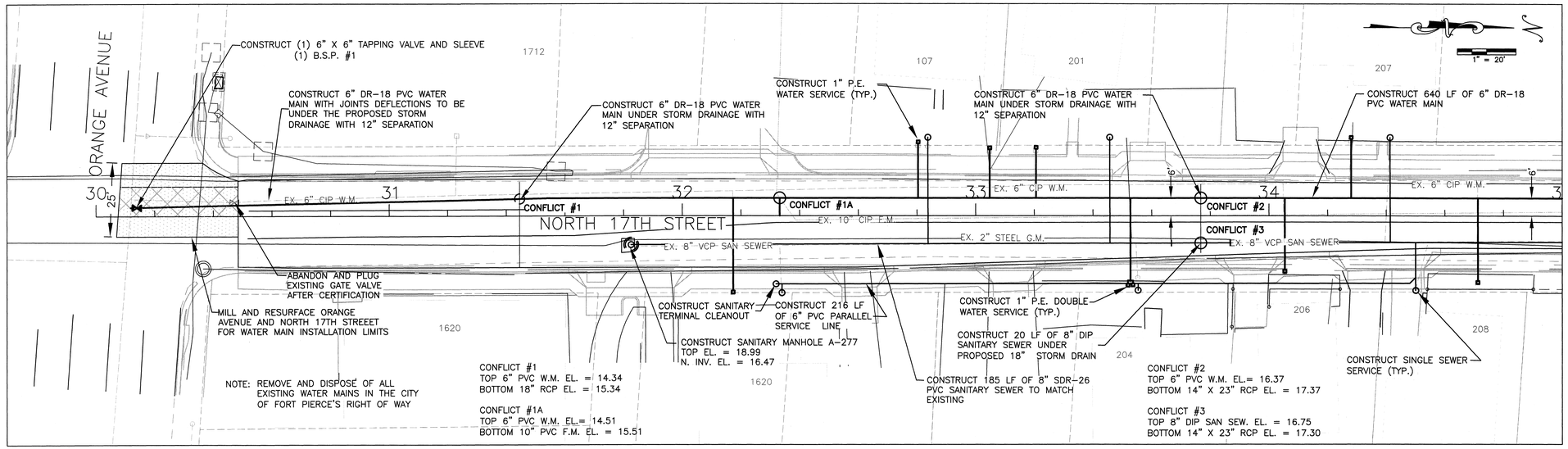
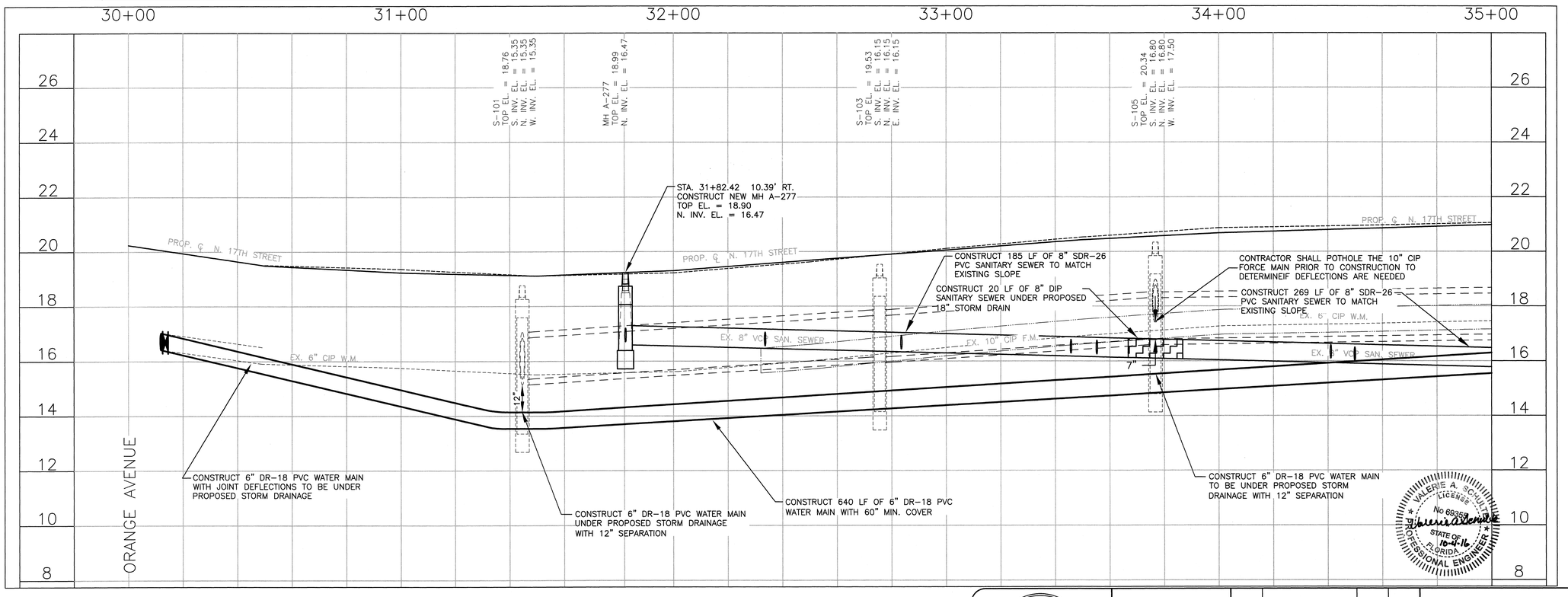




Valerie A. Schulte, P.E. PE# 69355
1701 S. 37th Street
Fort Pierce, FL 34947

VALERIE A. SCHULTE LICENSE No 69355 STATE OF FLORIDA PROFESSIONAL ENGINEER
10-4-16

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

DESIGNED: VAS	DRAWING FILENAME
DRAWN BY: SLL	SCALE: 20'
APPROVED: VAS	DATE:

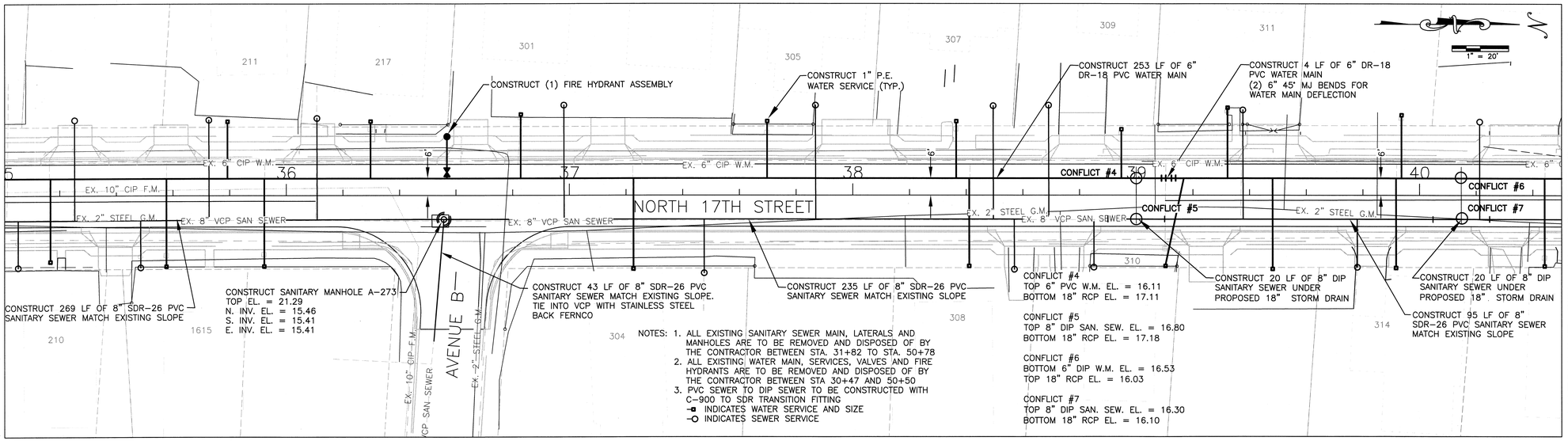
NORTH 17TH STREET
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

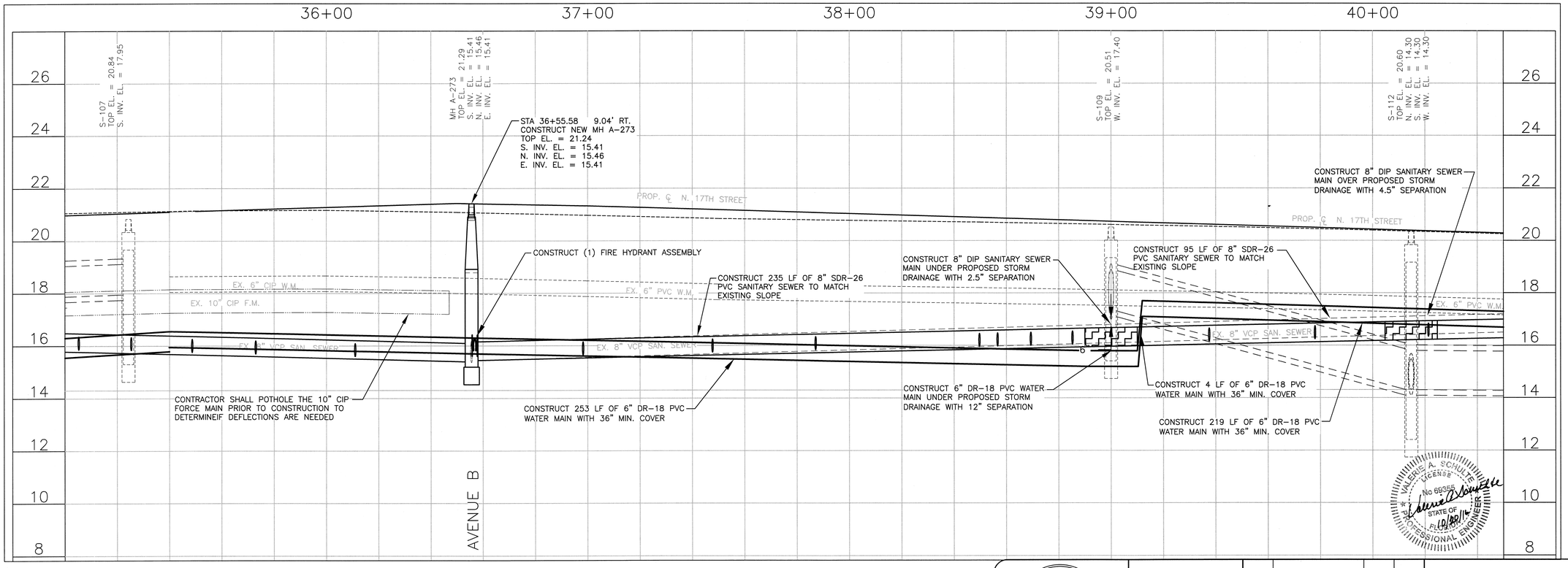
FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE	SHEET #
PLAN / PROFILE	46

MATCHLINE STA 35+00 SEE SHEET 2 OF 8

MATCHLINE STA 41+50 SEE SHEET 4 OF 8





Valerie A. Schultte, P.E. PE# 69355
1701 S. 37th Street
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VALERIE A. SCHULTE LICENSE No 69355 STATE OF FLORIDA PROFESSIONAL ENGINEER
10/20/17

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
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ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

NORTH 17TH STREET
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

DESIGNED: VAS	DRAWING FILENAME:
DRAWN BY: SLL	SCALE: 20'
APPROVED: VAS	DATE:

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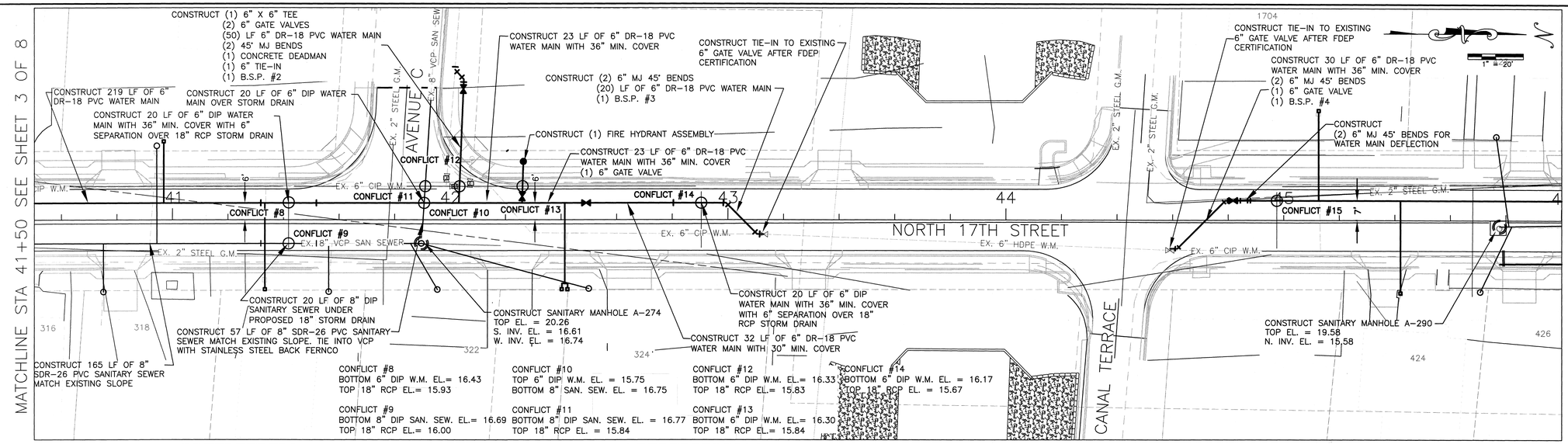
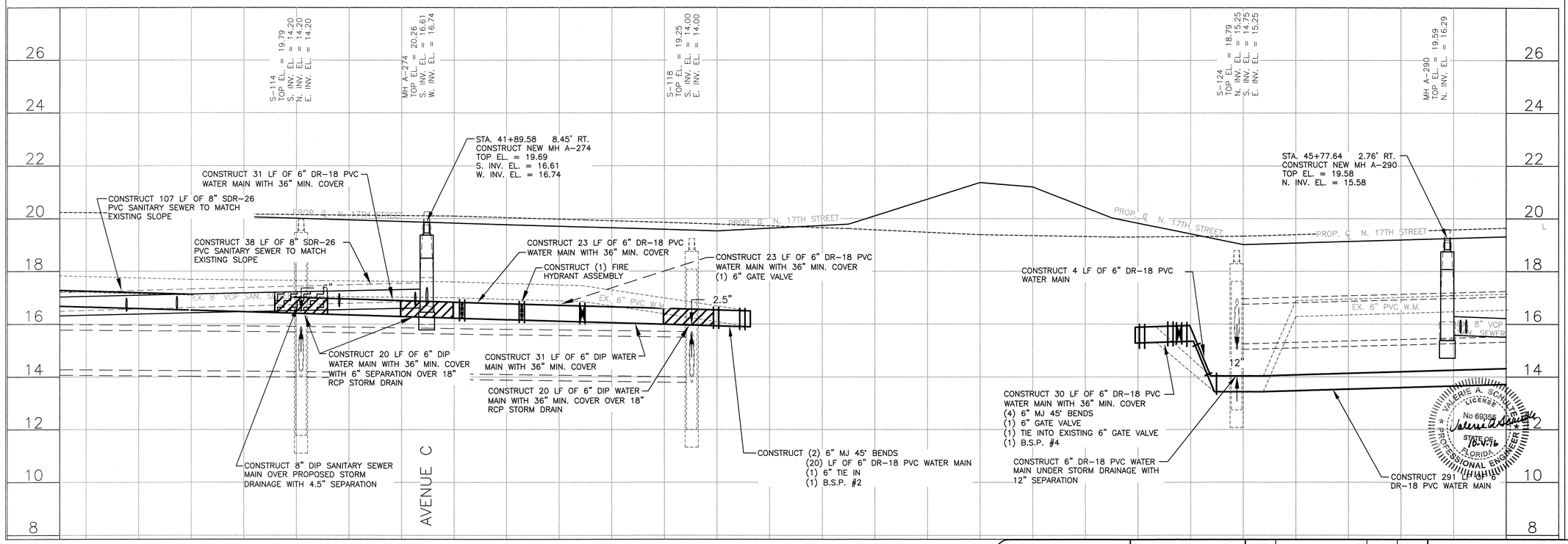
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN / PROFILE
SHEET #: 47





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DESIGNED: VAS
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APPROVED: VAS
DRAWING FILENAME
SCALE: 20'
DATE:

NORTH 17TH STREET
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

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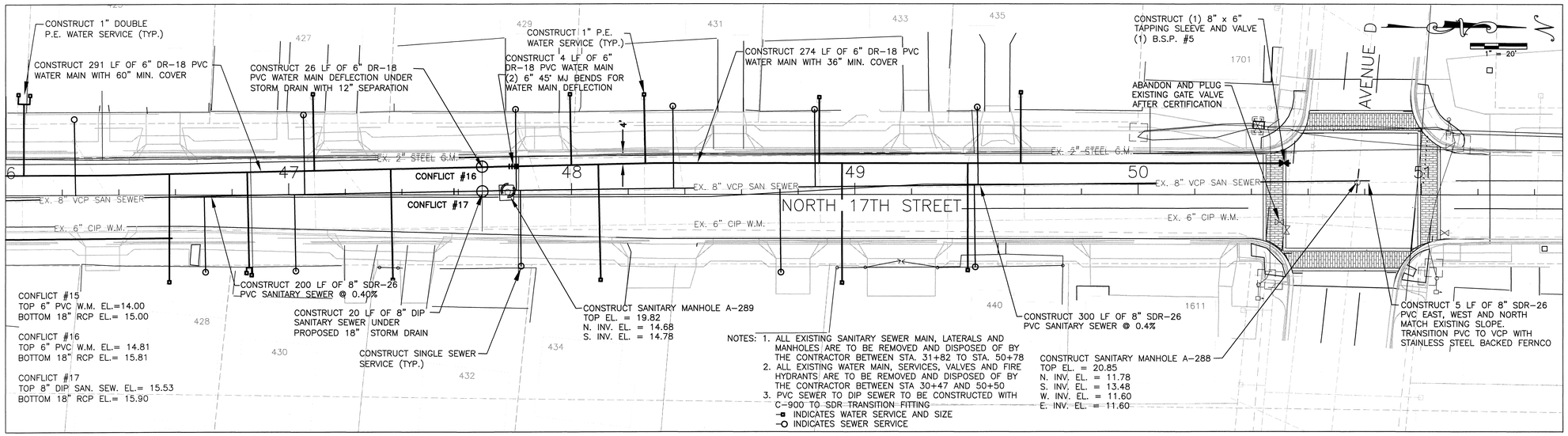
SHEET TYPE: PLAN / PROFILE
SHEET #: 48

MATCHLINE STA 46+00 SEE SHEET 4 OF 8

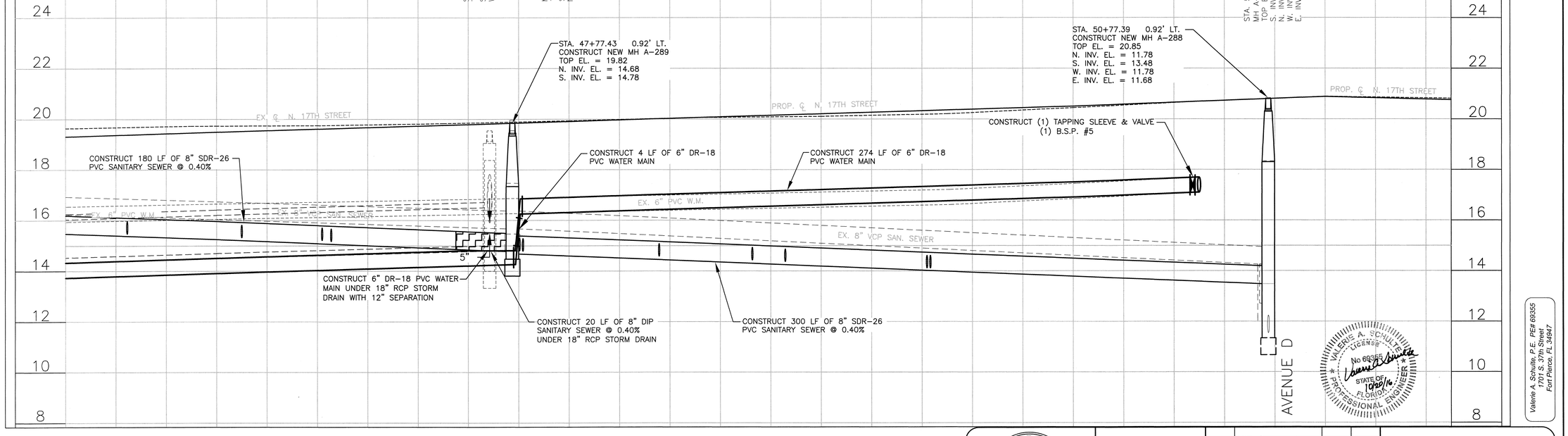


CONFLICT #15
TOP 6" PVC W.M. EL.=14.00
BOTTOM 18" RCP EL.= 15.00

CONFLICT #16
TOP 6" PVC W.M. EL.= 14.81
BOTTOM 18" RCP EL.= 15.81

CONFLICT #17
TOP 8" DIP SAN. SEW. EL.= 15.53
BOTTOM 18" RCP EL.= 15.90

NOTES:
1. ALL EXISTING SANITARY SEWER MAIN, LATERALS AND MANHOLES ARE TO BE REMOVED AND DISPOSED OF BY THE CONTRACTOR BETWEEN STA. 31+82 TO STA. 50+78
2. ALL EXISTING WATER MAIN, SERVICES, VALVES AND FIRE HYDRANTS ARE TO BE REMOVED AND DISPOSED OF BY THE CONTRACTOR BETWEEN STA 30+47 AND 50+50
3. PVC SEWER TO DIP SEWER TO BE CONSTRUCTED WITH C-900 TO SDR TRANSITION FITTING
-■ INDICATES WATER SERVICE AND SIZE
-○ INDICATES SEWER SERVICE



VALERIE A. SCHULTE LICENSE No 69355 STATE OF FLORIDA PROFESSIONAL ENGINEER 10/20/16

Valerie A. Schulte, P.E. PE# 69355
1701 S. 37th Street
Fort Pierce, FL 34947

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
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DATE:	REVISION:	BY:	APP'D:
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DESIGNED: VAS	DRAWING FILENAME
DRAWN BY: SLL	SCALE: 20'
APPROVED: VAS	DATE:

NORTH 17TH STREET
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN / PROFILE
SHEET #: 49

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, OR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES
CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN MULTI STRANDED WIRE (BLUE IN COLOR) AND IDENTIFICATION TAPE WITH "WATER" MARKED ON TAPE, PERMANENTLY ATTACHED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINE, CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600. – 2 HR MINIMUM TEST

$$L = \frac{SD(P)^{1/2}}{148{,}000}$$

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

23. PRIOR TO ANY TESTING, ALL MAINS 6" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45& AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
24. A MINIMUM SIX FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGHTS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR, GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER.
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AT FULL WATER PRESSURE.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES, PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

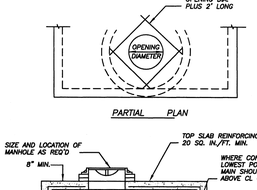
A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER

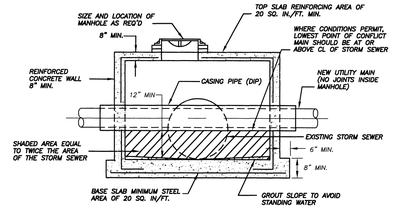
IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.



PARTIAL PLAN



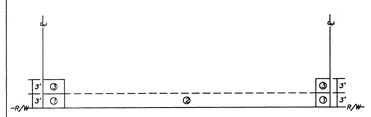
NOTES:

1) CONFLICT MANHOLE WILL BE ALLOWED WHERE DESIGN PROBLEMS AND ECONOMICS PROVE THEM TO BE THE ONLY VIABLE SOLUTION AS APPROVED BY FPUA ENGINEERING.
2) CONFLICT MANHOLES WILL NOT BE ALLOWED FOR WATER MAINS CROSSING GRAVITY WASTEWATER SYSTEMS.
3) WHEN NECESSARY FOR EXISTING WATER MAINS, THE CARRIER PIPE SHALL BE SLEEVED IN D.I.P.

CONFLICT MANHOLE
N.T.S.

GENERAL POLICY

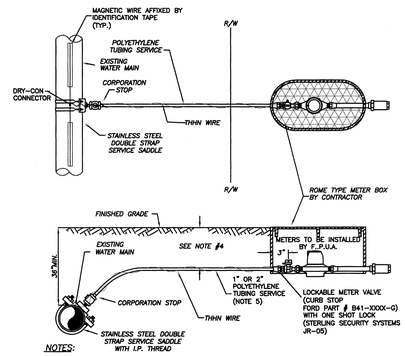
WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY, DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.



NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ① SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ①, THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ②, OR ALONG THE PROPERTY LINES MARKED AREA ③.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.
4. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA FOLLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

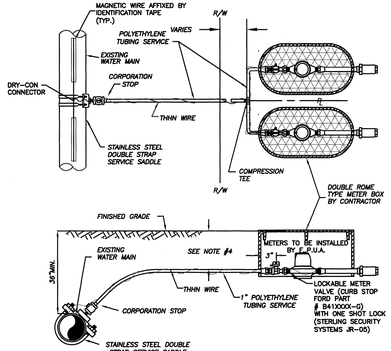
WATER METER PLACEMENT
(N.T.S.)



NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".
5. FOR 2" COMMERCIAL SERVICE INSTALLATIONS, FPUA WILL INSTALL ABOVE GROUND METER PER DETAIL W-8.

TYPICAL SINGLE WATER SERVICE CONNECTION
(N.T.S.)



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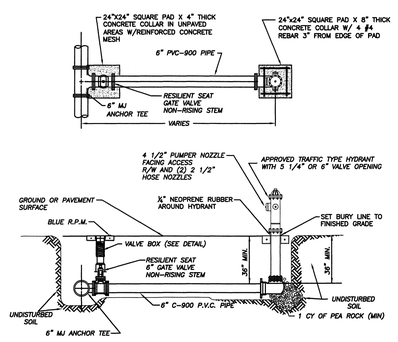
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".

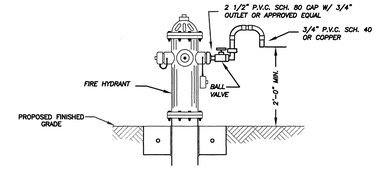
TYPICAL DOUBLE WATER SERVICE CONNECTION
(N.T.S.)



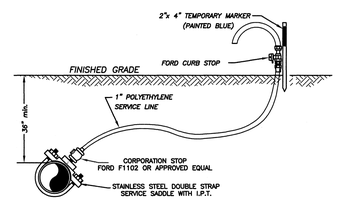
NOTES:

1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED CARNIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: KENNEDY GUARDIAN, MUELLER CENTURION, & AMERICAN AVK, CLOW OR APPROVED EQUAL.
5. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
6. ALL FITTINGS SHALL BE MECHANICAL JOINT.
7. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
8. BLUE LOCATOR SHALL BE PLACED IN CENTER OF TRAVEL LANE CLOSEST TO HYDRANT.
9. ALL HYDRANT VALVE BOX COVERS SHALL BE PAINTED CARNIVAL RED.
10. LOCATE WIRE SHALL TERMINATE AT HYDRANT ISOLATION VALVE.
11. HYDRANTS SHALL BE NO MORE THAN FIFTEEN FEET (15 FT.) FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAVEMENT. CLEARANCES OF SEVEN AND ONE HALF FEET (7FT-6IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS, WITH FOUR FOOT (4 FT.) CLEARANCE TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY
(N.T.S.)



BACTERIOLOGICAL SAMPLING POINT @ FIRE HYDRANT
(N.T.S.)



BACTERIOLOGICAL SAMPLING POINT @ WATER MAIN
(N.T.S.)

NOTE:

AFTER TESTING REMOVE 1" P.E. LINE AND CAP WITH BRASS PLUG AT CORPORATION STOP.

Valerie A. Schultz, P.E. PE# 69355
1701 S. 37th Street
Fort Pierce, FL 34947

VALERIE A. SCHULTZ LICENSE No 69355 STATE OF FLORIDA PROFESSIONAL ENGINEER 10-4-16

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

NORTH 17TH STREET
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

DESIGNED: VAS	DRAWING FILENAME
DRAWN BY: SLL	SCALE: 20'
APPROVED: VAS	DATE:

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN / PROFILE
SHEET #: 50

GENERAL POLICY

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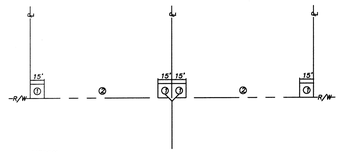
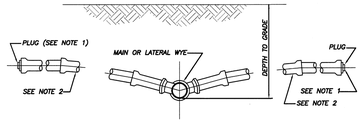


NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. SEWER LATERAL, AREA ① , SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE LATERAL. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO LATERALS CAN BE CONNECTED IN A "Y" CONFIGURATION AS SHOWN.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. SEWER LATERAL WITHIN AREA ① , THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ② .
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF SIX FEET AND PREFERABLY 10 FEET.
4. THE WASTEWATER LATERAL SHALL BE LOCATED WITHIN RIGHT-OF-WAY AND TERMINATE AT THE PROPERTY LINE.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WASTEWATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

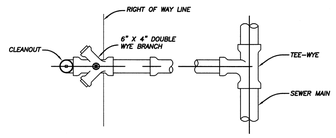
WASTEWATER SERVICE PLACEMENT
(N.T.S.)



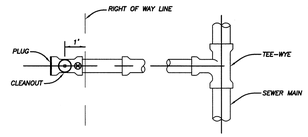
NOTES:

1) BALL TYPE WASTEWATER LOCATOR BY 3M CORP. OR APPROVED EQUAL.
2) MINIMUM SLOPE OF 1/8" PER FOOT, USE GREATER SLOPE WHERE POSSIBLE.
3) SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT.
4) INSTALL CLEANOUT AT THE PROPERTY LINE. REFER TO DETAIL S-1 FOR SPECIFIC PROPERTY LAYOUT.

SERVICE CONNECTION
(N.T.S.)



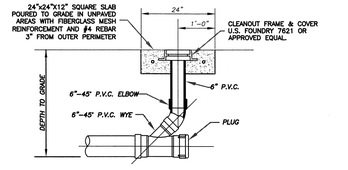
DOUBLE LATERAL SERVICE CONNECTION
AT PROPERTY LINE



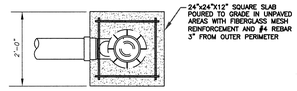
SINGLE SERVICE LATERAL CONNECTION

⊕ = BALL TYPE WASTEWATER LOCATOR INSTALLED ABOVE THIS POINT
BALL BY 3M CORP. OR APPROVED EQUAL
SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT

SERVICE CONNECTION
(N.T.S.)

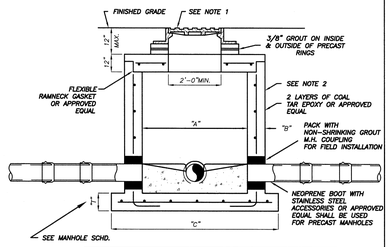


SECTION



PLAN

RESIDENTIAL CLEANOUT DETAIL
(N.T.S.)



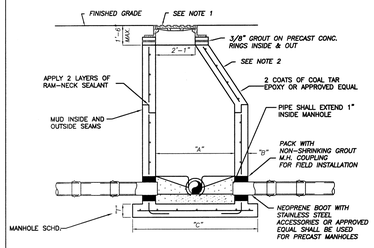
PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"B"	76"	8"
30"-36"	5'-0"	"B"	88"	10"
42"-48"	6'-0"	"B"	100"	12"

TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

SHALLOW MANHOLE
DEPTH OF LESS THAN 5'-0"
(N.T.S.)



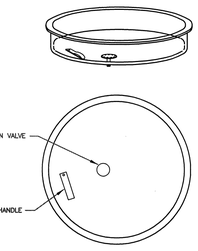
PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"B"	76"	8"
30"-36"	5'-0"	"B"	88"	10"
42"-48"	6'-0"	"B"	100"	12"

TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

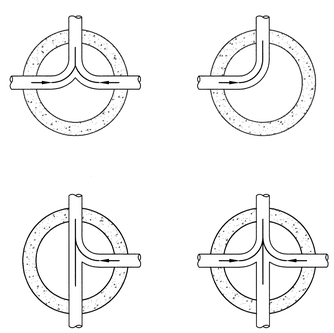
STANDARD MANHOLE
DEPTH 5'-0" AND GREATER
(N.T.S.)



NOTES:

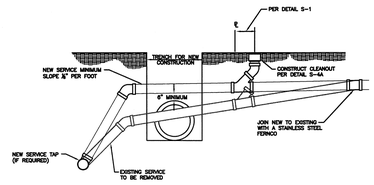
1) SEWER RAIN GUARDS SHALL BE INSTALLED ON ALL MANHOLES WHERE GRAVITY MAINS ARE 12" OR LESS AND IN AREAS DESIGNATED BY ENGINEER TO BE IN A FLOOD AREA.
2) SEWER RAIN GUARDS SHALL BE MANUFACTURED BY PARSON ENVIRONMENTAL PRODUCTS, INC., PART # PMI-23S (PARSON MANHOLE INSERTS) WITH DOUBLE VALVING, OR APPROVED EQUAL.
3) RAINGUARDS MUST BE "SNUG" FIT.

RAINGUARD DETAIL
(N.T.S.)

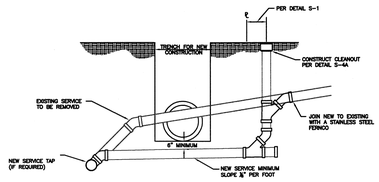


NOTES:

1) INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
2) SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.



SANITARY LATERAL RELOCATION OPTION OVER NEW CONSTRUCTION



SANITARY LATERAL RELOCATION OPTION UNDER NEW CONSTRUCTION

NOTES:
1. ALL PIPING SHALL BE SDR-26 WITH SDR-26 FITTINGS.

VALERIE A. SCHULTE LICENSE No 69355 STATE OF FLORIDA PROFESSIONAL ENGINEER
Valerie A. Schulte, P.E. PE# 69355
1701 S. 37th Street
Fort Pierce, FL 34947

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 ▬▬ 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

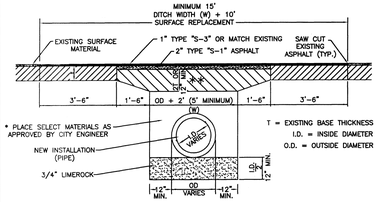
DATE:	REVISION:	BY:	APPD:

DESIGNED: VAS	DRAWING FILENAME
DRAWN BY: SLL	SCALE: 20'
APPROVED: VAS	DATE:

NORTH 17TH STREET
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

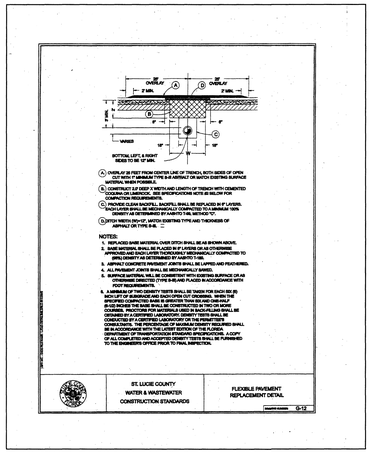
FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

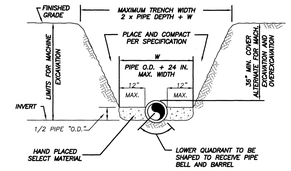
SHEET TYPE	SHEET #
PLAN / PROFILE	51



* INITIAL BACKFILL SHALL BE PLACED TO 12" ABOVE THE PIPE IN 6" LIFTS. BACFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-99. UPPERMOST 12" BE COMPACTED TO 98% OF T-99.

** LIMEROCK OR CRUSHED COQUINA COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-180



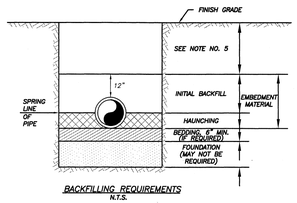


NOTES:

1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

TYPICAL TRENCH DETAIL
N.T.S.



BACKFILLING REQUIREMENTS
N.T.S.

NOTES:

1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.

2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.

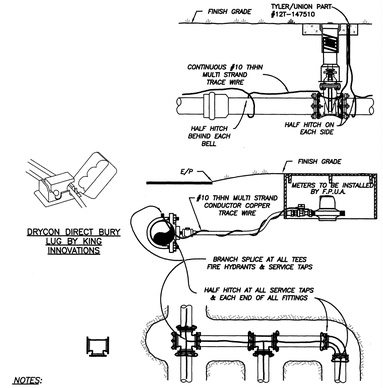
3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.

4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)

5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.

6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.

7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.

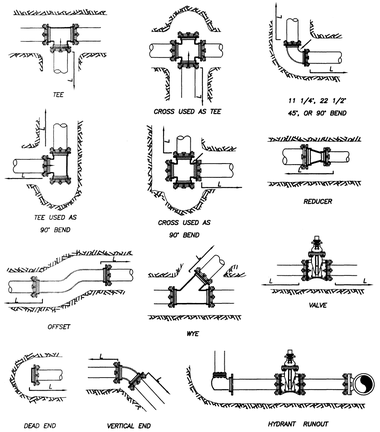


DRYCON DIRECT BURY LUG BY KING INNOVATIONS

NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE
(N.T.S.)



MECHANICAL JOINT ANCHORING REQUIREMENTS
N.T.S.

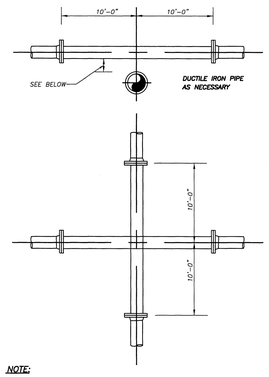
MECHANICAL JOINT RESTRAINT NOTES

NOTES:

1) THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTRAINED BASED UPON THE PROJECT AREA SOIL TYPE, PROPOSED TRENCH CONDITIONS AND DEPTH, PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF TWO (2). A DRAWING OF EVERY TYPICAL FITTING ASSEMBLY WITHIN THE PROJECT SHALL BE SUBMITTED WHICH REFLECTS THE RESTRAINT DETAIL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTRAINT.

2) REQUIRED RESTRAINED LENGTH CALCULATIONS SHALL ALSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS THAT WILL BE LOCATED WITHIN THE CALCULATED RESTRAINED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.

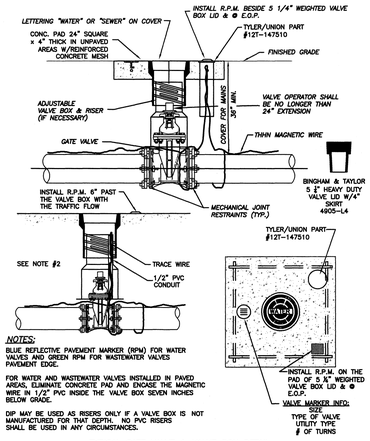
3) EVERY JOINT OR FITTING MUST BE RESTRAINED ON BOTH SIDES OF THE BEND AND FOR TEES ALONG THE BEND ALSO.



NOTE:

PLEASE REFER TO FORT PIERCE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

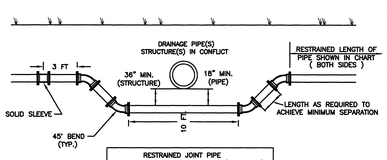
UTILITY CROSSING DETAIL
N.T.S.



NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

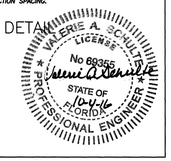
TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.



RESTRAINED JOINT PIPE DISTANCES FOR DEFLECTED PIPE (IN FEET)		
PIPE SIZE	90° BEND	45° BEND
2"	48 FT.	21 FT.
4"	70 FT.	29 FT.
6"	99 FT.	41 FT.
8"	129 FT.	54 FT.

1. PROVIDE RESTRAINED JOINTS AT CHANGES IN DIRECTION OF ALL PIPE.
2. DISTANCES (FEET) SHALL APPLY TO LENGTHS OF PIPE ON EACH SIDE OF THE FITTING.
3. CONSIDER DEAD ENDS EQUIVALENT TO 90° BENDS.
4. TEE SHALL BE RESTRAINED ON BRANCH BASED ON SAME DISTANCE AS 90° BEND OF THE SIZE OF THE BRANCH.
5. DETAIL APPLIES TO BOTH HORIZONTAL AND VERTICAL DEFLECTIONS.
6. IF MULTIPLE PIPES/STRUCTURES ARE IN CONFLICT IN CLOSE PROXIMITY, EXTEND 10 FEET TYPICAL PORTION OF CONFLICT DEFLECTION AS NEEDED TO MAINTAIN DEFLECTION SPACING.

PIPE CONFLICT DETAIL



Valerie A. Schulte, P.E. PE# 69355
1701 S. 37th Street
Fort Pierce, FL 34947

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

DESIGNED: VAS	DRAWING FILENAME
DRAWN BY: SLL	SCALE: 20'
APPROVED: VAS	DATE:

NORTH 17TH STREET
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE	SHEET #
PLAN / PROFILE	52

Kimley»Horn

PROJECT: North 17th Street (Orange Avenue to Avenue D) **PROJECT #: 047922003**
CLIENT: City of Fort Pierce
Friday, March 31, 2017

OPINION OF PROBABLE CONSTRUCTION COSTS
Roadway, Drainage, and Hardscape

"The Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinion of probable costs."

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
101-1	MOBILIZATION (NON-UTILITIES)	LS	1	$75,000	$75,000
101-2A	MATERIAL TESTING (NON-UTILITIES)	LS	1	$10,000	$10,000
102-1	MAINTENANCE OF TRAFFIC	LS	1	$50,000	$50,000
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$15,000	$15,000
108-1	AS-BUILTS (NON-UTILITIES)	LS	1	$12,500	$12,500
110-1-1	CLEARING & GRUBBING	AC	2.6	$16,500	$43,230
110-7-4	MAILBOX (RELOCATE)	EA	30	$250	$7,500
120-1	REGULAR EXCAVATION	CY	2,655	$11.00	$29,205
120-6	EMBANKMENT	CY	75	$25.00	$1,875
160-4	STABILIZATION, TYPE "B"	SY	7,531	$4.50	$33,890
285-706	CEMENTED COQUINA LBR 100 (8")	SY	6,183	$13.00	$80,379
285-714	CEMENTED COQUINA LBR 100 (14")	SY	47	$18.00	$846
286-1	ASPHALT TURNOUT CONSTRUCTION	SY	255	$25.00	$6,375
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1")	SY	64	$10.00	$640
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE(SP-9.5) (TRAFFIC C)	TN	347	$130	$45,110
334-1-13B	SUPERPAVE ASPHALTIC CONCRETE(SP-12.5) (TRAFFIC C)	TN	516	$110	$56,760
425-1-201	INLETS (CURB TYPE 9) (<10')	EA	17	$5,500	$93,500
425-1-203	INLETS (CURB TYPE 9) (J BOTTOM) (<10')	EA	1	$7,500	$7,500
425-1-529	INLETS (DITCH BOTTOM) (MODIFY)	EA	1	$3,100	$3,100
425-1-910	INLETS (CLOSED FLUME)	EA	1	$4,100	$4,100
425-2-041	MANHOLES (P-7) (<10')	EA	2	$3,500	$7,000
430-171-125	CONCRETE PIPE CULVERT (18" RCP)	LF	1,316	$65.00	$85,540
515-1-2	PIPE HANDRAIL - GUIDERAIL (ALUMINUM)	LF	9	$50	$450
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4,463	$16.00	$71,408
520-2-4	CONCRETE CURB (TYPE D)	LF	69	$15.00	$1,035
520-2-9	CONCRETE CURB (HEADER)	LF	303	$25.00	$7,575
522-1	CONCRETE SIDEWALK, 4" THICK	SY	2,216	$50.00	$110,800
522-2	CONCRETE SIDEWALK, 6" THICK	SY	1,350	$70.00	$94,500
526-1-2A	ARCHITECTURAL PAVERS (ROADWAY)	SF	901	$15.00	$13,515
527-2	DETECTABLE WARNING DOMES	SF	233	$45.00	$10,485
550-10-210	FENCING, TYPE B, (0.0-5.0'), STANDARD FEATURES	LF	429	$20.00	$8,580
550-10-919	FENCING, SPECIAL TYPE, 0.0-5.0', SPECIAL	LF	88	$20.00	$1,760
550-60-211	FENCE GATE, TYPE B, 4' SINGLE, 0.0-6.0' OPENING	EA	2	$750	$1,500
550-60-222	FENCE GATE, TYPE B, 4' DOUBLE, 6.1-12.0' OPENING	EA	1	$1,000	$1,000
550-30-223	FENCE GATE, TYPE B, 4' DOUBLE, 12.1-18.0' OPENING	EA	1	$1,000	$1,000
570-1-2	PERFORMANCE TURF (SOD)	SY	3,256	$2.50	$8,140

Kimley»Horn

PROJECT: North 17th Street (Orange Avenue to Avenue D) **PROJECT #: 047922003**
CLIENT: City of Fort Pierce
Friday, March 31, 2017

OPINION OF PROBABLE CONSTRUCTION COSTS
Roadway, Drainage, and Hardscape

"The Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinion of probable costs."

700-20-11	*SINGLE POST SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)*	*AS*	*19*	$300	$5,700
706-3	*RETRO-REFLECTIVE PAVEMENT MARKER*	*EA*	*290*	$5.15	$1,494
711-11-121	*THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (6")*	*LF*	*4,427*	$1.00	$4,427
711-11-121	*THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (12")*	*LF*	*322*	$2.00	$644
711-11-125	*THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")*	*LF*	*178*	$5.00	$890
711-11-170	*THERMOPLASTIC (STANDARD) (WHITE) (ARROWS)*	*EA*	*4*	$75.00	$300
711-11-221	*THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (6")*	*LF*	*4,506*	$1.50	$6,759
711-11-224	*THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (18")*	*LF*	*268*	$3.00	$804
		GRAND TOTAL =			**$1,021,815**
		CONTINGENCY =		10%	**$102,182**
		PROJECT TOTAL =			**$1,123,997**

Pay Item Footnote:

1. Opinion of probable cost (OPC) is based upon 100% construction plans dated July 2016.
2. OPC does not include signal modifications.
3. OPC does not include cost associated with relocation of existing utilities (Electric, Water, Sewer, communications).

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

Meeting Date: 04/17/2017

Re: Approval of Specific Authorization No. 1 for Permitting Services, RFP No. 2016-01

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Specific Authorization No. 1 Permitting Services to Tetra Tech of Stuart FL. in the amount of $16,411.00.

SUMMARY:

Authorization No. 1 is tasking Tetra Tech to acquire a multi-year maintenance dredge permit for the City Marina basin and entrance channel. The City is also attempting to work with FIND to piggy back their ICW dredging project, Tetra Tech will coordinate with FIND, FDEP and Army Corps to determine the possibility of disposal of dredge spoils on the beach under FIND's dredging permit. Tetra Tech will also discuss other possible spoil disposal sites (upland and erosion repairs on Tern Island eastern beaches).

RECOMMENDATION:

Approval

ALTERNATIVES:

Seek just the maintenance dredge permit and the City define and permit a DMA (Dredge Management Area) for spoil disposal.

RESPONSIBLE STAFF:

Ed Seissiger, Engineering Project Manager

COORDINATED WITH:

Dean Kubitchek, Marina Manager and Brian Proctor, Tetra Tech

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2016/17
Account:	401-4100-575-3490
Amount:	16,411.00

FISCAL IMPACT:

The Expenditure will be encumbered by Marina Enterprise Account No 401-4100-575-3490

Attachments

RFP 2016-014 Specific Authorization No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	04/06/2017 04:39 PM
Finance Department	Johnna Morris	04/07/2017 10:35 AM
City Manager	Nick Mimms	04/10/2017 08:09 AM
Form Started By: Ed Seissiger		Started On: 04/05/2017 11:16 AM
Final Approval Date: 04/10/2017		

Marina Maintenance Dredging and Spoil Disposal Permitting

SPECIFIC AUTHORIZATION

NO. 1

Pursuant to the provisions contained in the "Agreement for Professional Engineering Services" between the City of Fort Pierce (hereinafter referred to as "CITY") and Tetra Tech, Inc. (Hereinafter referred to as "ENGINEER") dated _____ day of, authorizes the ENGINEER to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The CITY desires engineering additional services related to, hereinafter referred to as the "Project".

This Project is____ is not **X** an FDOT funded project.

Tetra Tech understands that the City would like to maintenance dredge the marina and its associated ingress/egress channel. We further understand that if possible the City would like to piggy back on any potential FIND contracts and dispose of the dredge spoils onto the beach if possible. Other possibilities discussed included using the material for erosion repairs to the islands especially on the eastern beaches between the groins or disposing in an alternate upland site.

The City may under exemption dredge back to planned design depth if the dredge spoil is deposited on uplands outside of the Indian River lagoon.

With this understanding in mind, Tetra Tech recommends the following tasks to complete the required project.

Section 1 - Scope of Work

Task 1- Soil Sampling

Tetra Tech will collect 4 sediment samples, 2 each from the marina basin and the ingress channel. The samples will be processed for sediment grain size and organic content to determine suitability for disposal onto the beaches of the islands.

Task 2 – Agency Consultation

Tetra Tech will coordinate with FIND, FDEP, and USACE concerning the dredging and disposal of material from the marina to gain their thoughts on the various options of disposing of the dredge material.

Task 3– Permitting

There are three (3) possible scenarios for dredge spoil disposal: placement in on any upland site outside of the IRL, placement onto the Island breakwater, and placement onto the beach, each with its own permitting requirements.

Disposal of the material on the beach will require an individual permit from the FDEP and USACE which may be expensive and time consuming; however, we maybe be able to modify the FIND project footprint to include the marina and ingress channel reducing overall time and cost. This option would not be cost effective without the additional material be sent to the beach by FIND.

Placement of the dredge materials on the Island breakwater beaches between the groins may also need a permit. The level of the permitting effort is somewhat unknown but will be easier than placement of the material on the beach if an individual permit is required. The State will be concerned about turbidity and the protection of the created habitats.

The third option is disposal of the material in fully contained upland site. This option does not need a permit as long as certain standard conditions are adhered to including manatees and turbidity.

Assumptions:
The current estimate provided for Task 3 only covers options for upland disposal and placement on the breakwater islands. Additional costs may be incurred if the beach disposal option is pursued, but the amount is currently unknown until Task 2 has been completed.

Section 2 Deliverables:
Task 1- Soil sample test results
Task 2- Memorandum summarizing discussions with Agency staff

Section 3 - Time of Performance

Execution of this AGREEMENT shall constitute Notice to Proceed. ENGINEER and CITY agree to the following schedule:

Section 4 - Method and Amount of Compensation

4.1 CITY will compensate ENGINEER for services under this AGREEMENT in accordance with the payment method as set forth in Section 2 of the AGREEMENT. Services under this authorization will be compensated on time and materials basis not to exceed the proposed budget in accordance with the rates established in the Professional Services Agreement.

4.2 The budget (or fee) for the required services is: $16,411 prorated as follows:

Task 1- Soil Sampling- $ 2,375
Task 2- Agency Consultations- $ 1,179
Task 3- Permitting – $12,857.00

Section 5 - CITY's Responsibilities

CITY hereby designates Engineer or designee as CITY's representative pursuant to Section 5 of the AGREEMENT.

Section 6 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference.

IN WITNESS WHEREOF, this AGREEMENT, consisting of four pages, has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

THE CITY OF FORT PIERCE

By:_____

_____. Mayor

Date:_____

ENGINEER:

By:_____
Brian Proctor

Title: VP SE Operations, CES

APPROVED AS TO FORM

By:_____
City Attorney

City Commission Regular Meeting **10.i.**

Meeting Date: 04/17/2017

Re: Guardian ad Litem Interlocal Agreement

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of an Interlocal Agreement between the City of Fort Pierce and St. Lucie County for the lease of office space in the Fort Pierce Parking Garage for the utilization of the Guardian ad Litem Program.

SUMMARY:

At the March 20, 2017 meeting, the City Commission unanimously approved the concept of an Interlocal Agreement with St. Lucie County for the lease of office space to be utilized by the Guardian ad Litem Program in the City's parking garage, and directed staff to enter into negotiations for the lease agreement.

The lease agreement will be for a term of 15 years at a cost of $67,500 annually for years 4 through 15. The rent will be reduced for the first 3 years of the lease, $30,000, $35,000 and $40,000, respectively, as the County will be responsible for the cost of the design and build of 9,000 square feet of office space.

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement, which has been approved as to form and correctness by the City Attorney.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

James M. Messer, City Attorney

Fiscal Impact

OTHER INFORMATION:

Annual Payments for 15 year lease agreement:
Year 1: $30,000
Year 2: $35,000
Year 3: $40,000
Years 4 through 15: $67,500

Attachments

Interlocal Agreement - Guardian ad Litem

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/10/2017 08:08 AM

Form Started By: Jennifer Robinson
Started On: 04/05/2017 10:38 AM
Final Approval Date: 04/10/2017

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

RECEIVED
TIME
APR - 6 2017
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

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

FROM : James M. Messer, City Attorney

RE : Interlocal Agreement Between the City of Fort Pierce and St. Lucie County Guardian Ad Litem

DATE : April 6, 2017

Attached please find the above referenced Interlocal Agreement which has been Approved as to Form and Correctness.

Please feel free to contact this office if you have comments or inquiries concerning this matter.

OK
4/7/17

JM/aw

Attachment

C: Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

RECEIVED
APR 06 2017
For
By April 17th
City Comm. Agenda

CITY ATTORNEY USE ONLY

Date Received:	4/6/17
Assigned To:	[illegible]
File:	
Due Date:	4/7/17
Hours:	1.0

REQUEST FOR LEGAL SERVICES

TO: CITY ATTORNEY

SUBMITTED BY: KAITLYN BALLARD. ADMINISTRATIVE ASSISTANT KMB

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER NCM

RE: INTERLOCAL AGREEMENT BETWEEN CITY OF FORT PIERCE AND ST. LUCIE COUNTY GUARDIAN AD LITEM

DATE: APRIL 5, 2017

Service Required: (please circle or underline)

Review Documents | **Draft Document** | **Written Opinion Requested**

Attend Meetings | **Advise** | **Other:** _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** Please review as to form and correctness.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** (Discuss any issues related to the underlying matter to assist with the City Attorney's analysis.)

3. **Time considerations and their significance:** Please review ASAP as item is anticipated to be presented at the City Commission Meeting on 4/17/2017.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** (e.g., purchasing approval, Commission Approval at [date] Regular Meeting, finance approval.)

5. **Factual background:** (Outline the facts related to the underlying matter to provide context for the request.)

    - Location
    - Phase of Construction

- Parties Involved

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):**

   INTERLOCAL AGREEMENT BETWEEN CITY OF FORT PIERCE AND ST. LUCIE COUNTY GUARDIAN AD LITEM

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:**

8. **If this is a request for review of a contract, provide the following:**

   a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)

   b. **Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.)

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**

INTERLOCAL AGREEMENT
BETWEEN
CITY OF FORT PIERCE AND ST. LUCIE COUNTY
GUARDIAN AD LITEM

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2017, by and between the City of Fort Pierce, a Florida municipal corporation (hereinafter the "City"), and St. Lucie County, a political subdivision of the State of Florida (hereinafter the "County').

WHEREAS, the County is a political subdivision of the State of Florida and given those powers and responsibilities enumerated in Chapter 125, Florida Statutes; and

WHEREAS, the County and City are empowered to enter into interlocal agreements with public agencies, private corporations or other persons, pursuant to Chapter 163, Florida Statutes; and,

WHEREAS, Section 29.008, Florida Statutes provides that the Counties within a judicial circuit provide county funding for court related functions, including the staffing and offices for the Guardian Ad Litem Program (GALS); and

WHEREAS, the lease for the Guardian Ad Litem for the Nineteenth Judicial Circuit for office space expires on May 20, 2017; and

WHEREAS, the County and the City desire to enter into this Interlocal Agreement to provide a lease space for GALS.

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

ARTICLE I. RENTAL AGREEMENT CONCERNING OFFICE SPACE IN FORT PIERCE PARKING GARAGE

(A) The County does hereby agree to lease 9000 square feet of tenant improved space for the use and benefit of the G.A.L.S. in that certain building known as the City Parking Garage located at 300 Orange Avenue, Fort Pierce, Florida, more particularly described in Exhibit "A" for a period of fifteen (15) years.

(B) **RENT**

The County does hereby agree to pay rent as more particularly described in Exhibit "B".

(C) In consideration for the reduced rents in years 1 through 3, the County has agreed to design and build the 9000 square feet of office space. Additionally, in consideration for the reduced rate, the County has agreed to provide architectural services to the first floor space of 4,000 square feet.

(D) **PAYMENT OF EXPENSES**

City agrees to maintain the exterior of the premises in first class condition and provide garbage service. The G.A.L.S. shall be responsible for all utilities on the premises, including, but not limited to, electricity, water and sewer (all of which shall be metered individually), internal security, janitorial service, and telephones. Upon completion of build-out and acceptance by the City and County, all newly improved, constructed, or installed infrastructure shall be owned and maintained by the City.

Solid waste collection services for the facility

ARTICLE II. TERMINATION

This agreement may be terminated without cause upon 180 days written notice by either party after year eight.

ARTICLE III. NOTICES

Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to County:
St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

With a copy to:
St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982

As to City:
Fort Pierce City Manager
Post Office Box 1480
Fort Pierce, Florida 34954

With a copy to:
Fort Pierce City Attorney
Post Office Box 1480
Fort Pierce, Florida 34954

or to such other address as the parties may from time to time specify by writing. Any such notice

may at any time be waived by the person entitled to receipt of such notice.

ARTICLE IV. VENUE

Any litigation hereunder shall be in the applicable state or federal court in St. Lucie County, Florida.

ARTICLE V. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE VI. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

ARTICLE VII. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

ARTICLE VII. INVALIDITY OF PROVISIONS

The invalidity of one or more of the phrases, sentences, clauses, or Articles contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

ARTICLE IX. ACCESS TO RECORDS

Both parties agree to allow either party or the public, to access all documents, papers, letters, or other material made or received in conjunction with the Interlocal.

ARTICLE X. WHOLE UNDERSTANDING

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

between the parties hereto.

ARTICLE XI. AMENDMENTS

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

ARTICLE XII. EFFECTIVENESS

This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, prior to its effectiveness.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this _____ day of _____, 2017.

ATTEST:

BY:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY:_____
Chairman

APPROVED AS TO FORM AND CORRECTNESS:

BY:_____
County Attorney

ATTESTS:

BY:_____
Clerk

CITY OF FORT PIERCE

BY:_____
Mayor

APPROVED AS TO FORM AND CORRECTNESS

BY:_____
City Attorney

2nd Floor of the Building commonly referred to the as the Parking Garage Building. It also has an address of 100 North US Highway 1, FP, FL 34950. Also the architectural plans were incorporated during the initial discussion with the City Commission on March 20, 2017.

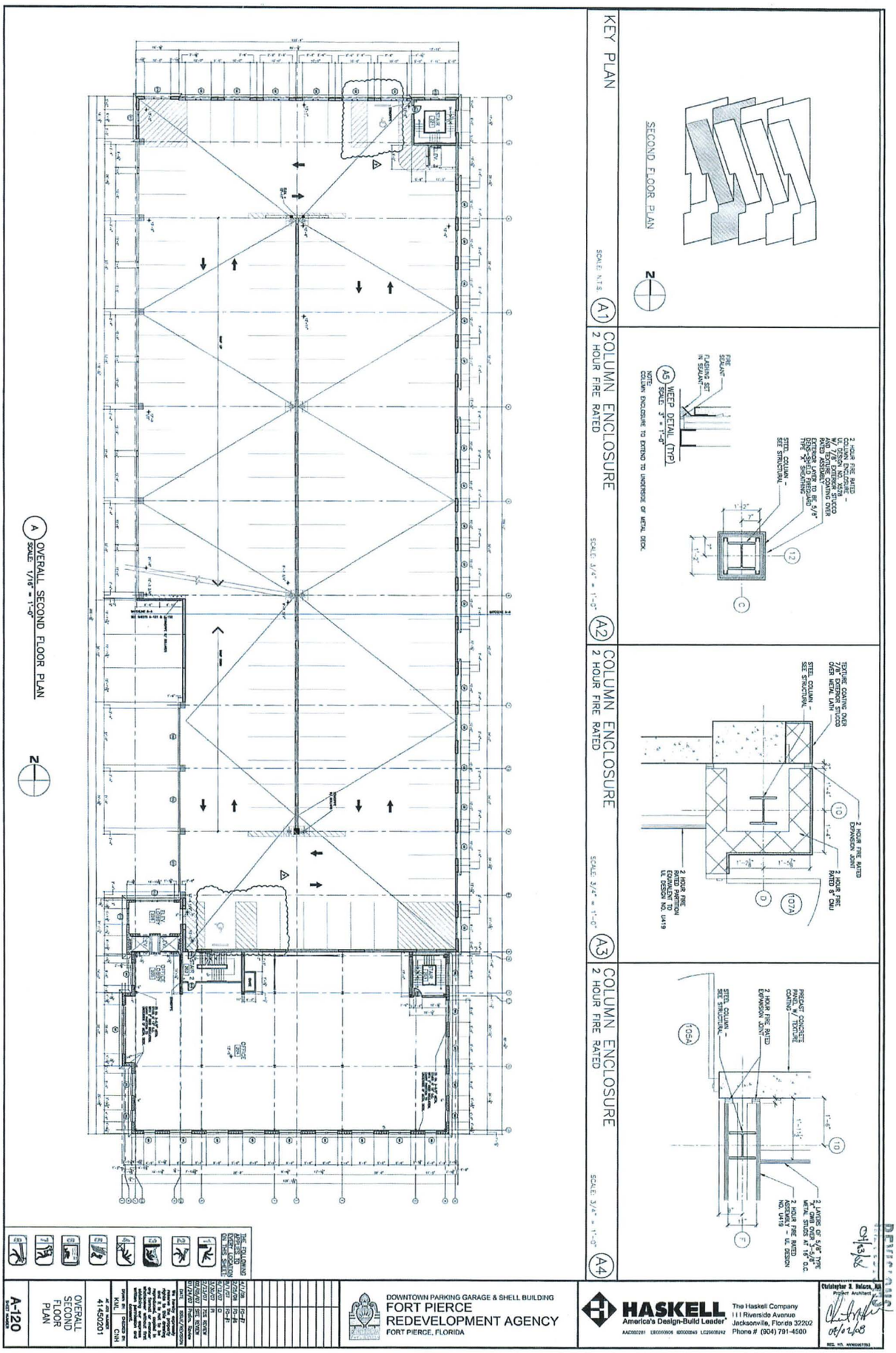


Exhibit "A"

Guardian Ad Litem

City of Fort Pierce Lease Proposal

New Term Year	Cost per Year to GAL/County Group	Capital Recovery	TOTAL SF	Proposed Rate	Lease Agreement (Pay to FP)
Total Capital		$ 270,000.00	9000		
Total Utility Cost		$ 24,000.00			
1	$135,000.00	$105,000.00	9000	$3.33	$30,000.00
2	$121,500.00	$86,500.00	9000	$3.89	$35,000.00
3	$108,000.00	$68,000.00	9000	$4.44	$40,000.00
4	$78,000.00	$10,500.00	9000	$7.50	$67,500.00
5	$67,500.00	$0.00	9000	$7.50	$67,500.00
6	$67,500.00	$0.00	9000	$7.50	$67,500.00
7	$67,500.00	$0.00	9000	$7.50	$67,500.00
8	$67,500.00	$0.00	9000	$7.50	$67,500.00
9	$67,500.00	$0.00	9000	$7.50	$67,500.00
10	$67,500.00	$0.00	9000	$7.50	$67,500.00
11	$67,500.00	$0.00	9000	$7.50	$67,500.00
12	$67,500.00	$0.00	9000	$7.50	$67,500.00
13	$67,500.00	$0.00	9000	$7.50	$67,500.00
14	$67,500.00	$0.00	9000	$7.50	$67,500.00
15	$67,500.00	$0.00	9000	$7.50	$67,500.00

City Commission Regular Meeting **10.j.**

Meeting Date: 04/17/2017

Re: FPUA Subordination Agreements

SUBJECT:

Approve Subordination of City Utility Interest Agreements between the City of Fort Pierce and Florida Department of Transportation needed for the Kings Highway Road Widening Project.

SUMMARY:

Attached agreements are needed by FDOT and were approved by the FPUA Board on Tuesday, April 4, 2017.

RECOMMENDATION:

Approve agreements.

ALTERNATIVES:

Modify agreements or do not approve.

RESPONSIBLE STAFF:

Clay Lindstrom, P.E., Director of Utilities

COORDINATED WITH:

Linda W. Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Memo
Parcel 102.3
Parcel 103.4
Parcel 802.4

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/10/2017 02:51 PM

Form Started By: Linda Cox Started On: 04/05/2017 01:56 PM
Final Approval Date: 04/10/2017

500 Boston Avenue (34950)
PO Box 3191, Fort Pierce, FL 34948

Phone: 772.466.1600, Ext. 3298
Fax: 772.467.2504

Director of Financial Services

"Committed to Quality"

MEMORANDUM

TO: Fort Pierce City Commission

FROM: Nina B. Penick, CPA
FPUA Director of Financial Services

THROUGH: Clayton W. Lindstrom, P.E.
FPUA Director of Utilities

DATE: April 5, 2017

SUBJECT: **City Commission Consent Agenda Request for April 17, 2017 Meeting**
Subordination of City Utility Interests – Parcel Nos. 102.3R, 103.4R, and 802.4R

I am forwarding for consideration and approval by the City Commission during the April 17, 2017 City Commission meeting the above Subordination of Utility Interest documents associated with the upcoming FDOT Kings Highway Road Widening Project.

Please return all three copies of each of the three Subordination documents to me for execution by the FDOT. If you have any questions or are in need of additional information, please contact me.

cc: City Manager
City Clerk

23-UTL.04-06/93

This instrument prepared
under the direction of:
Dawn Raduano, Esq. _____
Legal Description prepared by:
Louis Cefolia, P.S.M. (06-25-15)
Document prepared by:
Grace K. Abel (03-16-17)
Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No. 102.3R
Item/Segment No. 2302567
Section: 94003-2511
Managing District: 04
S.R. No. 713
County: St. Lucie

Parcel ID: 2312-222-0004-000-4

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT entered into this _____ day of _____, 201____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and the CITY OF FORT PIERCE, FLORIDA FOR THE USE AND BENEFIT OF FORT PIERCE UTILITIES AUTHORITY, hereinafter called the UTILITY.

W I T N E S S E T H:

WHEREAS, the UTILITY presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the CITY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the UTILITY'S facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, UTILITY and FDOT agree as follows:

UTILITY subordinates to the interest of FDOT its successors and assigns, any and all of its interest in the lands as follows, viz:

(More particularly described in the legal description and sketch attached hereto as Exhibit "A")

(Continued on the next page)

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	01/30/06	Richard F. Olson and Mildred W. Olson, husband and wife, as tenants by the entirety with right of survivorship; Larry O. Olson and Sandra M. Olson, husband and wife, as tenants by the entirety with right of survivorship; Richard F. Olson and Larry O. Olson, Co-Trustees of the Salvind O. Olson Living Trust, and Richard F. Olson and Larry O. Olson, Individually as the Sole Heirs at Law of Salvind O. Olson, deceased	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	2481/ 2869

PROVIDED that the UTILITY has the following rights:

1. The UTILITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the UTILITY or require the UTILITY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Not withstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The UTILITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The UTILITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the UTILITY exercising its rights outlined in Paragraphs 1 and 3 above; however the UTILITY does not wave its sovereign immunity.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____

Print Name:_____

By:_____
Name: GERRY O'REILLY
Title: District Secretary for District IV

_____

Print Name:_____

Attorney approved as to form:

_____
Name: DAWN RADUANO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by GERRY O'REILLY, District Secretary for District IV, who is personally known to me or who has produced _____ as identification.

_____

Print Name:_____
Notary Public in and for the County and State last aforesaid.
My Commission Expires:_____
Serial No., if any: _____

IN WITNESS WHEREOF, the UTILITY 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.

ATTEST:

~~DARRYL THOMAS-BEY~~ Michael A. Perri, JR.
Secretary Deputy

FORT PIERCE UTILITIES AUTHORITY

By: G Cavalcanti
GLYNDA CAVALCANTI
Board Chair

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida law)

Print name: Clayton Lindstrom

Print name: Florinda Mazzarella

Approved as to Form and Correctness:

By: RNK
R.N. Koblegard, III, FPUA Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 4th day of April, 2017, by GLYNDA CAVALCANTI, Board Chair of FORT PIERCE UTILITIES AUTHORITY, who is personally known to me.

FLORINDA KAY MAZZARELLA
MY COMMISSION # FF 112605
EXPIRES: August 14, 2018
Bonded Thru Notary Public Underwriters

Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid.

ATTEST:
Linda Cox, City Clerk

(CITY SEAL)

CITY OF FORT PIERCE, a municipal Corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By:
LINDA HUDSON, MAYOR COMMISSIONER

Approved as to Form and Correctness:

By:
James M. Messer, City Attorney

(Exhibit "A")

Parcel No. 102

Item/Segment No. 2302567
Section: 94003-2511

A portion of land, lying in the Southeast One-Quarter (SE 1/4) of Section 11, Township 35 South, Range 39 East, St. Lucie County, Florida, as shown on Sheets 5 and 6 of the Florida Department of Transportation Right of Way Map of State Road 713 (Kings Highway), Item/Segment No. 2302567, Section 94003-2511 and being more particularly described as follows:

Commence at a boat spike, found marking the East One-Quarter (E 1/4) Corner of said Section 11; thence South 00°13'52" East along the East line of said Southeast One-Quarter (SE 1/4) of Section 11 and the Baseline of Survey of said State Road No. 713 (Kings Highway), a distance of 245.95 feet; thence South 89°46'08" West along a line at a right angle to the last described course, a distance of 25.00 feet to a point on the Westerly Existing Right of Way line of said State Road No. 713 (Kings Highway) and the Southerly Existing Right of Way line of State Road No. 68 (Orange Avenue) and the POINT OF BEGINNING; thence South 00°13'52" East along said Westerly Existing Right of Way line of said State Road No. 713 (Kings Highway), a distance of 500.00 feet; thence South 89°38'46" West, a distance of 41.34 feet to the beginning of a non-tangent curve concave Easterly, having a chord bearing of North 02°16'35" West; thence Northerly along the arc of said curve, having a radius of 10,685.00 feet, through a central angle of 02°40'58", an arc distance of 500.33 feet to the end of said curve and a point on said Southerly Existing Right of Way line of State Road No. 68 (Orange Avenue); thence North 89°38'46" East along said Southerly Existing Right of Way line of State Road No. 68 (Orange Avenue), a distance of 59.19 feet to POINT OF BEGINNING.

Containing 0.599 acres, more or less.

AND

A portion of land, lying in the Northeast One-Quarter (NE 1/4) of Section 11, Township 35 South, Range 39 East, St. Lucie County, Florida, as shown on Sheets 6, 7 and 8 of the Florida Department of Transportation Right of Way Map of State Road 713 (Kings Highway), Item/Segment No. 2302567, Section 94003-2511 and being more particularly described as follows:

Commence at a boat spike, found marking the East One-Quarter (E 1/4) Corner of said Section 11; thence North 00°07'14" East along the Baseline of Survey of said State Road No. 713 (Kings Highway), a distance of 88.71 feet; thence North 89°52'46" West along a line at a right angle to the last described course, a distance of 47.48 feet to a point on the Northerly Existing Right of Way line of State Road No. 68 (Orange Avenue), the Westerly Existing Canal Right of Way line of the North St. Lucie River Water Control District Canal No. 32 W, and the POINT OF BEGINNING; thence South 89°38'46" West along said Northerly Existing Right of Way line of State Road No. 68 (Orange Avenue), a distance of 552.52 feet; thence North 00°08'07" East, a distance of 365.01 feet; thence North 89°38'46" East, a distance of

(Continued on the next page)

434.02 feet; thence North 00°08'07" East, a distance of 996.46 feet; thence North 89°51'53" West, a distance of 5.00 feet; thence North 00°08'07" East, a distance of 204.22 feet; thence South 89°51'53" East, a distance of 7.00 feet; thence North 00°08'07" East, a distance of 299.23 feet; thence North 89°51'53" West, a distance of 11.00 feet; thence North 00°08'07" East, a distance of 308.81 feet; thence South 89°51'53" East, a distance of 8.00 feet; thence North 00°08'07" East, a distance of 334.75 feet to a point on the Southwesterly Existing Limited Access Right of Way line of State Road No. 9 (Interstate 95) and the beginning of a non-tangent curve concave Southwesterly, having a chord bearing of South 58°22'57" East; thence Southeasterly along the arc of said curve, having a radius of 2,702.79 feet, through a central angle of 01°39'53", an arc distance of 78.53 feet to the end of said curve; thence South 44°49'22" East, a distance of 56.66 feet; thence South 00°08'07" West, a distance of 1,071.39 feet; thence South 89°51'53" East, a distance of 12.50 feet to a point on said Westerly Existing Canal Right of Way line of the North St. Lucie River Water Control District Canal No. 32 W; thence South 00°08'07" West along said Westerly Existing Canal Right of Way line, a distance of 1,354.99 feet to the POINT OF BEGINNING.

Containing 10.123 acres, more or less.

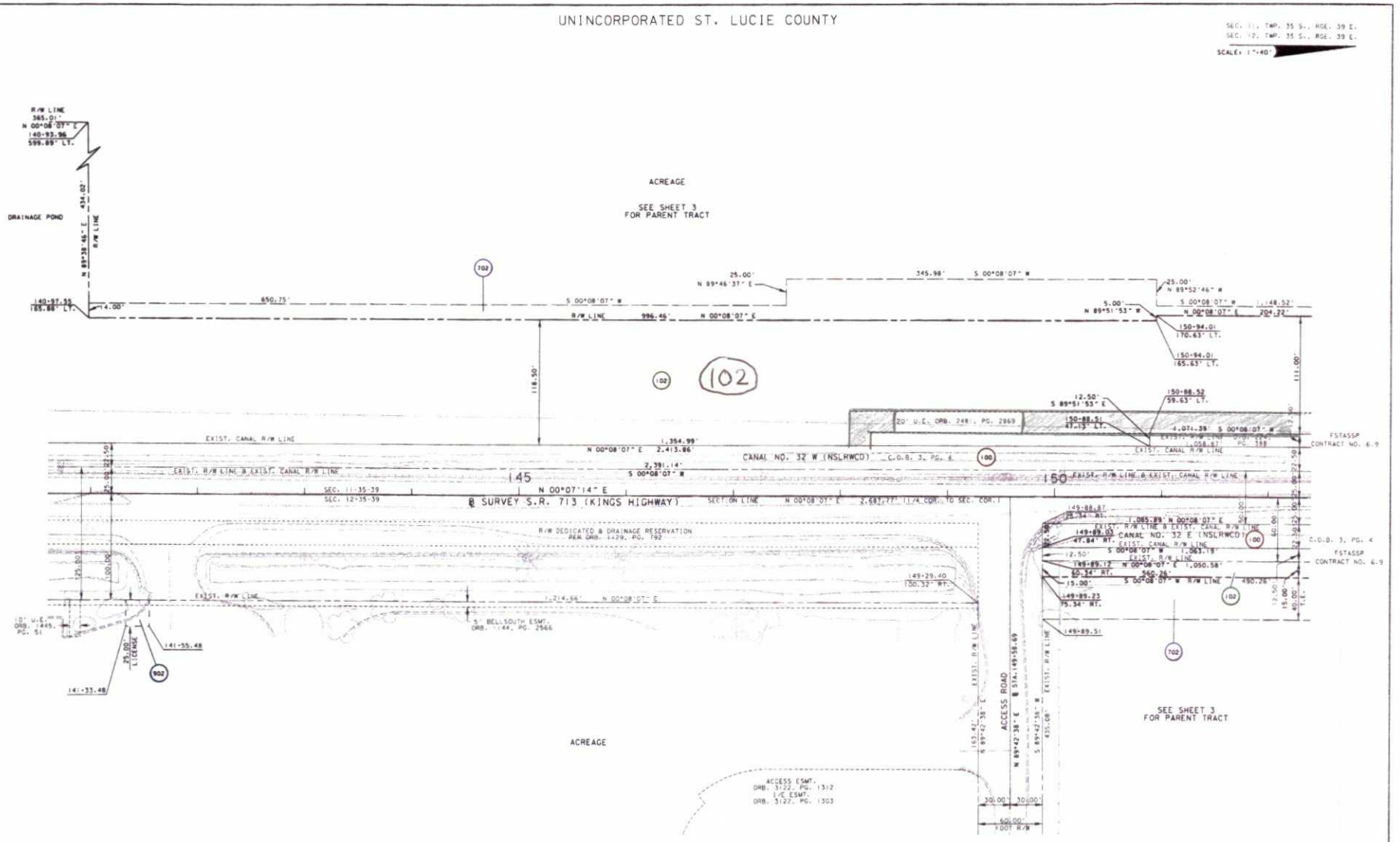
AND

A portion of land, lying in the Northwest One-Quarter (NW 1/4) of Section 12, Township 35 South, Range 39 East, St. Lucie County, Florida, as shown on Sheets 7 and 8 of the Florida Department of Transportation Right of Way Map of State Road 713 (Kings Highway), Item/Segment No. 2302567, Section 94003-2511 and being more particularly described as follows:

Commence at a boat spike, found marking the West One-Quarter (W 1/4) Corner of said Section 12; thence North 00°07'14" East along the Baseline of Survey of said State Road No. 713 (Kings Highway), a distance of 1,344.31 feet; thence South 89°52'46" East along a line at a right angle to the last described course, a distance of 60.34 feet to a point on the Easterly Existing Right of Way line of said State Road No. 713 (Kings Highway), the Northerly Existing Right of Way line of an Access Road, and the POINT OF BEGINNING; thence North 00°08'07" East along said Easterly Existing Right of Way line of said State Road No. 713 (Kings Highway), a distance of 1,050.58 feet to a point on the Southerly Existing Limited Access Right of Way line of State Road No. 9 (Interstate 95); thence South 44°49'22" East along said Southerly Existing Limited Access Right of Way line of State Road No. 9 (I-95), a distance of 21.23 feet; thence South 00°08'07" West, a distance of 275.18 feet; thence South 89°51'53" East, a distance of 5.00 feet; thence South 00°08'07" West, a distance of 200.00 feet; thence North 89°51'53" West, a distance of 5.00 feet; thence South 00°08'07" West, a distance of 560.26 feet to the Northerly Existing Right of Way line of Access Road; thence South 89°42'38" West along said Northerly Existing Right of Way line, a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 16,645 square feet, more or less.

All together containing 11.104 acres, more or less.



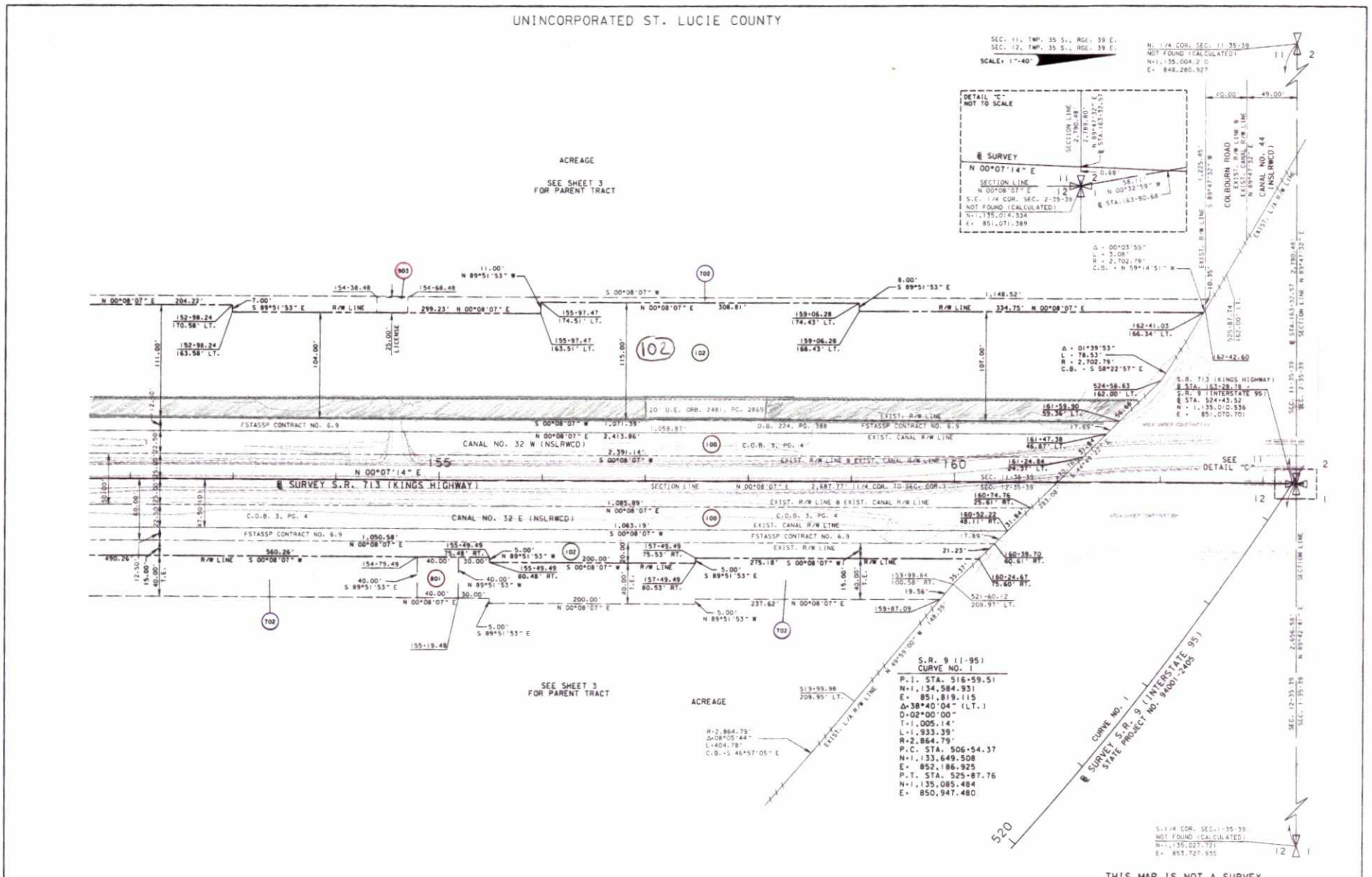
SEE SHEET ONE FOR LEGEND AND GENERAL NOTES

UNINCORPORATED ST. LUCIE COUNTY

THIS MAP IS NOT A SURVEY

FROM NORTH OF PICOS ROAD TO NORTH OF I-95 OVERPASS

| | | |



RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY: DISTRICT SURVEYOR — DATE: 5/25/15	REVISED PARCEL 102 SANCHEZ 09-16-15	PRELIM R. GRABOW 07/2012 FINAL S. SMITH 01/2014 CHECKED J. EDGAR 03/20-5	FAP NO. 7079-007-U	SECTION 94003-2511	MAPS PREPARED BY: WANTMAN GROUP, INC. LB NO. 7055	DATA SOURCE: SEE COVER SHEET SCALE: 1" = 40'
					STATE ROAD NO. 713 (KINGS HIGHWAY)	ST. LUCIE COUNTY	ITEM/SEGMENT NO. 2302567	SHEET 8 OF 14

TIMS: RWMAPPING/R2302567/RWDETL08.dgn

23-UTL.04-06/93

This instrument prepared under the direction of: Dawn Raduano, Esq. _____	Parcel No. 103.4R
	Item/Segment No. 2302567
	Section: 94003-2511
Legal Description prepared by: Louis Cefolia, P.S.M. (06-25-15)	Managing District: 04
	S.R. No. 713
Document prepared by: Grace K. Abel (03-16-17)	County: St. Lucie
Department of Transportation Right of Way Production Services 3400 W. Commercial Boulevard Ft. Lauderdale, Florida 33309	Parcel ID: 2312-313-0020-000-1

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT entered into this _____ day of _____, 201____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and the CITY OF FORT PIERCE, FLORIDA FOR THE USE AND BENEFIT OF FORT PIERCE UTILITIES AUTHORITY, hereinafter called the UTILITY.

W I T N E S S E T H:

WHEREAS, the UTILITY presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the CITY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the UTILITY'S facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, UTILITY and FDOT agree as follows:

UTILITY subordinates to the interest of FDOT its successors and assigns, any and all of its interest in the lands as follows, viz:

(More particularly described in the legal description and sketch attached hereto as Exhibit "A")

(Continued on the next page)

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	08/28/14	Love's Travel Stops & Country Stores, Inc.	City of Fort Pierce, Florida for the use and benefit of Fort Pierce Utilities Authority	3668/ 274

PROVIDED that the UTILITY has the following rights:

1. The UTILITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the UTILITY or require the UTILITY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Not withstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The UTILITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The UTILITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the UTILITY exercising its rights outlined in Paragraphs 1 and 3 above; however the UTILITY does not wave its sovereign immunity.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____

Print Name:_____

By:_____
Name: GERRY O'REILLY
Title: District Secretary for District IV

_____

Print Name:_____

Attorney approved as to form:

_____
Name: DAWN RADUANO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by GERRY O'REILLY, District Secretary for District IV, who is personally known to me or who has produced _____ as identification.

_____

Print Name:_____
Notary Public in and for the County and State last aforesaid.
My Commission Expires:_____
Serial No., if any: _____

IN WITNESS WHEREOF, the UTILITY 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.

ATTEST:

~~DARRYL THOMAS-BEY~~ Michael A. Perri, JR.
Secretary Deputy

FORT PIERCE UTILITIES AUTHORITY

By: G Cavalcanti
GLYNDA CAVALCANTI
Board Chair

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida law)

Print name: Clayton Lindstrom

Print name: Florinda Mazzarella

Approved as to Form and Correctness:

By: RNK
R.N. Koblegard, III, FPUA Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 4th day of April, 2017, by GLYNDA CAVALCANTI, Board Chair of FORT PIERCE UTILITIES AUTHORITY, who is personally known to me.

FLORINDA KAY MAZZARELLA
MY COMMISSION # FF 112605
EXPIRES: August 14, 2018
Bonded Thru Notary Public Underwriters

Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid.

ATTEST:
Linda Cox, City Clerk

(CITY SEAL)

CITY OF FORT PIERCE, a municipal Corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By:
LINDA HUDSON, MAYOR COMMISSIONER

Approved as to Form and Correctness:

By:
James M. Messer, City Attorney

(Exhibit "A")

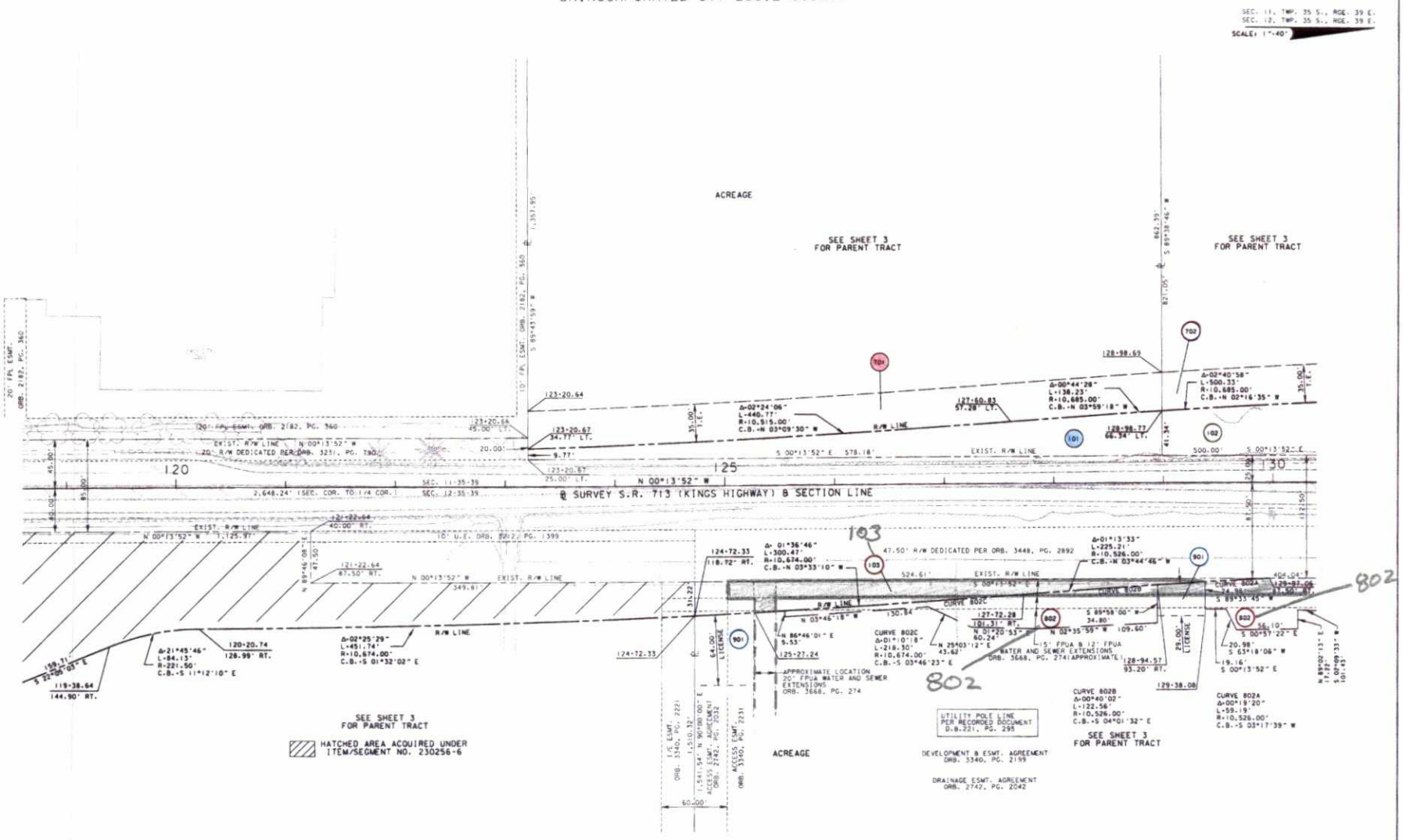
Parcel No. 103

Item/Segment No. 2302567
Section: 94003-2511

A portion of land, lying in the Southwest One-Quarter (SW 1/4) of Section 12, Township 35 South, Range 39 East, St. Lucie County, Florida, as shown on Sheets 5 and 6 of the Florida Department of Transportation Right of Way Map of State Road 713 (Kings Highway), Item/Segment No. 2302567, Section 94003-2511, and being more particularly described as follows:

Commence at a boat spike, found marking the West One-Quarter (W 1/4) Corner of said Section 12; thence South 00°13'52" East along the West line of the Southwest One-Quarter (SW 1/4) of said Section 12 and the Baseline of Survey of said State Road No. 713 (Kings Highway), a distance of 647.75 feet; thence North 89°46'08" East along a line at a right angle to the last described course, a distance of 87.50 feet to a point on the Easterly Existing Right of Way line of said State Road No. 713 (Kings Highway) and being the POINT OF BEGINNING; thence South 00°13'52" East along said Easterly Existing Right of Way line of said State Road No. 713 (Kings Highway), a distance of 524.61 feet; thence North 90°00'00" East, a distance of 31.22 feet to the beginning of a non-tangent curve concave Westerly, having a chord bearing of North 03°33'10" West; thence Northerly along the arc of said curve, having a radius of 10,674.00 feet, through a central angle of 01°36'46", an arc distance of 300.47 feet to the end of said curve and a point of reverse curvature with a curve concave Easterly, having a chord bearing of North 03°44'46" West; thence Northerly along the arc of said curve, having a radius of 10,526.00 feet, through a central angle of 01°13'33", an arc distance of 225.21 feet to the end of said curve and to the POINT OF BEGINNING.

Containing 8,424 square feet, more or less.



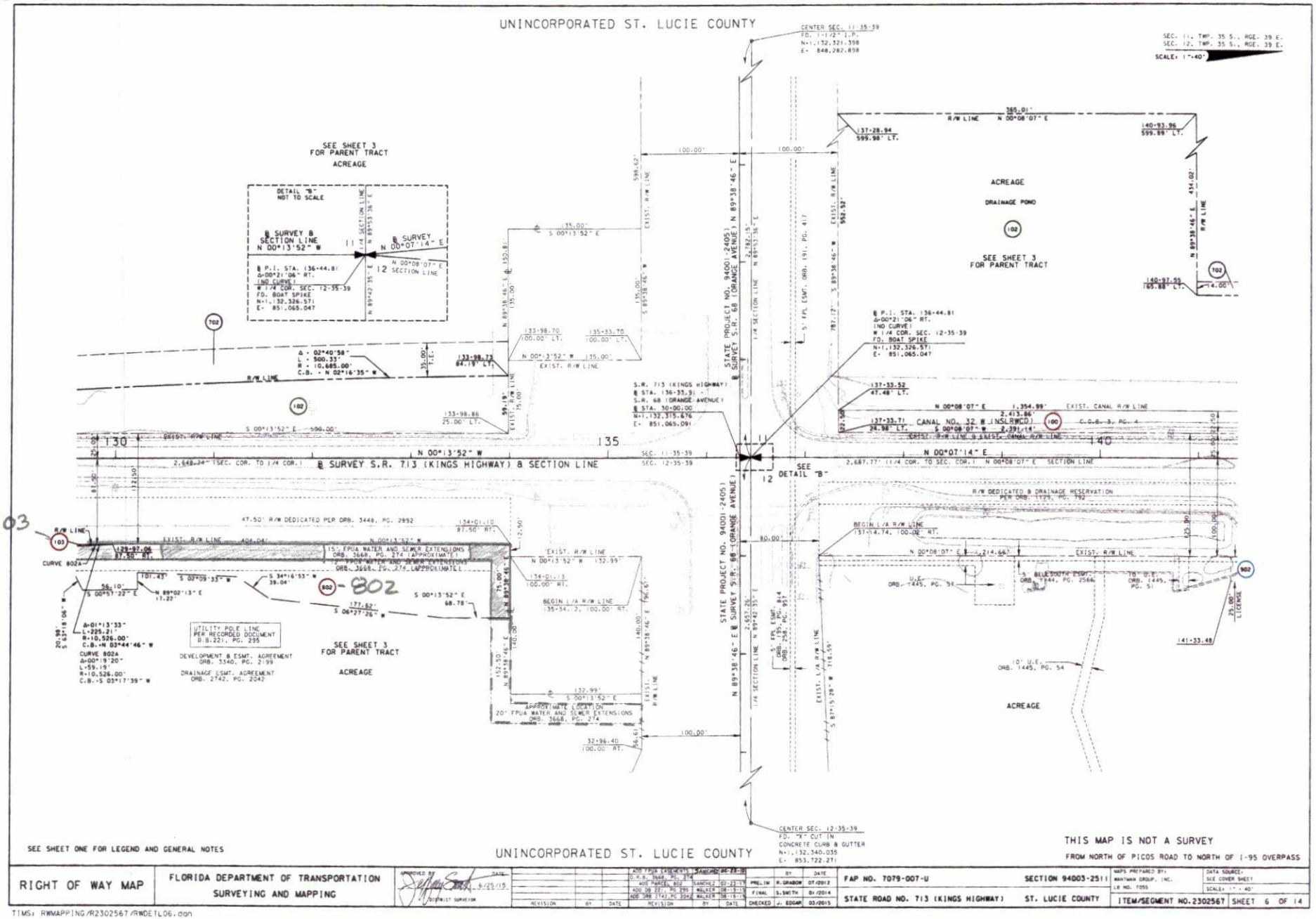
SEE SHEET ONE FOR LEGEND AND GENERAL NOTES

THIS MAP IS NOT A SURVEY

FROM NORTH OF PICOS ROAD TO NORTH OF I-95 OVERPASS

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY: DISTRICT SURVEYOR	DATE: 6/25/15	REVISE PARCEL 801, ADD PARCEL 802	SANCHEZ	02-23-15	BY	DATE	FAP NO. 7079-007-U	SECTION 94003-2511	MAPS PREPARED BY: WANTMAN GROUP, INC. LB NO. 7005	DATA SOURCE: SEE COVER SHEET	
				REV. ORB 3668, PG 274	WALKER	12-01-16	PRELIM	R. GRABOW	07/2012				
				ADD FPUA EASEMENTS	WALKER	08-19-13	FINAL	S. SMITH	01/2014	STATE ROAD NO. 713 (KINGS HIGHWAY)	ST. LUCIE COUNTY	ITEM/SEGMENT NO. 2302567	SHEET 5 OF 14
				O.R.B. 3668, PG. 274 SANCHEZ	02-28-13	ADD ORB 2742, PG 2042	WALKER	08-18-13	CHECKED	J. EDGAR	03/2015	SCALE: 1"=40'	
		REVISION	BY	DATE	REVISION		BY	DATE					

T:\MS\ RWMAPPING\R2302567\RWDETL05.dgn


UNINCORPORATED ST. LUCIE COUNTY
CENTER SEC. 11-35-39
FD. 1-1/2" I.P.
N=1,132,321.398
E= 848,282.858
SEC. 11, TWP. 35 S., RGE. 39 E.
SEC. 12, TWP. 35 S., RGE. 39 E.
SCALE: 1"=40'
SEE SHEET 3 FOR PARENT TRACT
ACREAGE
DETAIL "B" NOT TO SCALE
℄ SURVEY ℄ SECTION LINE N 00°13'52" W
℄ SURVEY N 00°07'14" E
N 00°08'07" E 1/4 SECTION LINE
℄ P.I. STA. 136+44.81
Δ=00°21'06" RT.
(NO CURVE)
W 1/4 COR. SEC. 12-35-39
FD. BOAT SPIKE
N=1,132,326.571
E= 851,065.047
℄ SURVEY S.R. 713 (KINGS HIGHWAY) ℄ SECTION LINE
STATE PROJECT NO. 94001-2405
℄ SURVEY S.R. 68 (ORANGE AVENUE)
S.R. 713 (KINGS HIGHWAY)
℄ STA. 136+35.91
S.R. 68 (ORANGE AVENUE)
℄ STA. 30+00.00
N=1,132,315.676
E= 851,065.091
DRAINAGE POND
CANAL NO. 32 W (INSLEWOOD)
C.C.B.-3, PG. 4
EXIST. R/W LINE & EXIST. CANAL R/W LINE
EXIST. R/W LINE
EXIST. CANAL R/W LINE
SEE DETAIL "B"
2,687.77' (1/4 COR. TO SEC. COR.) N 00°08'07" E SECTION LINE
2,648.24' (SEC. COR. TO 1/4 COR.)
℄ SURVEY S.R. 713 (KINGS HIGHWAY) ℄ SECTION LINE
N 00°13'52" W
N 00°07'14" E
SEC. 11-35-39
SEC. 12-35-39
47.50' R/W DEDICATED PER ORB. 3448, PG. 2892
R/W DEDICATED & DRAINAGE RESERVATION PER ORB. 1729, PG. 782
BEGIN L/A R/W LINE
BEGIN L/A R/W LINE 135+34.72, 100.00' RT.
15' FPUA WATER AND SEWER EXTENSIONS ORB. 3668, PG. 274 (APPROXIMATE)
12" FPUA WATER AND SEWER EXTENSIONS ORB. 3668, PG. 274 (APPROXIMATE)
20' FPUA WATER AND SEWER EXTENSIONS ORB. 3668, PG. 274
CURVE 802A
Δ=01°13'33"
L=225.21'
R=10,526.00'
C.B.=N 03°44'46" W
Δ=00°19'20"
L=59.19'
R=10,526.00'
C.B.=S 03°17'39" W
UTILITY POLE LINE PER RECORDED DOCUMENT D.B.221, PG. 295
DEVELOPMENT & ESMT. AGREEMENT ORB. 3340, PG. 2199
DRAINAGE ESMT. AGREEMENT ORB. 2742, PG. 2042
SEE SHEET 3 FOR PARENT TRACT
ACREAGE
ACREAGE
ACREAGE
10' U.E. ORB. 1445, PG. 54
U.E. ORB. 1445, PG. 56
U.E. ORB. 1445, PG. 51
BELLSOUTH ESMT. ORB. 7844, PG. 2566
5' FPL ESMT. PG. 814 ORB. 2742, PG. 2042
5' FPL ESMT. ORB. 1445, PG. 56
EXIST. L/A R/W LINE
EXIST. R/W LINE
EXIST. R/W LINE
EXIST.

23-UTL.04-06/93

This instrument prepared
under the direction of:
Dawn Raduano, Esq. _____
Legal Description prepared by:
Louis Cefolia, P.S.M. (02-23-17)
Document prepared by:
Grace K. Abel (03-16-17)
Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No. 802.4R
Item/Segment No. 2302567
Section: 94003-2511
Managing District: 04
S.R. No. 713
County: St. Lucie

Parcel ID: 2312-313-0020-000-1

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT entered into this _____ day of _____, 201____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and the CITY OF FORT PIERCE, FLORIDA FOR THE USE AND BENEFIT OF FORT PIERCE UTILITIES AUTHORITY, hereinafter called the UTILITY.

W I T N E S S E T H:

WHEREAS, the UTILITY presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the CITY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the UTILITY'S facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, UTILITY and FDOT agree as follows:

UTILITY subordinates to the interest of FDOT its successors and assigns, any and all of its interest in the lands as follows, viz:

(More particularly described in the legal description and sketch attached hereto as Exhibit "A")

(Continued on the next page)

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	08/28/14	Love's Travel Stops & Country Stores, Inc.	City of Fort Pierce, Florida for the use and benefit of Fort Pierce Utilities Authority	3668/ 274

PROVIDED that the UTILITY has the following rights:

1. The UTILITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the UTILITY or require the UTILITY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Not withstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The UTILITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The UTILITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the UTILITY exercising its rights outlined in Paragraphs 1 and 3 above; however the UTILITY does not wave its sovereign immunity.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____

Print Name:_____

By:_____
Name: GERRY O'REILLY
Title: District Secretary for District IV

_____

Print Name:_____

Attorney approved as to form:

_____
Name: DAWN RADUANO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by GERRY O'REILLY, District Secretary for District IV, who is personally known to me or who has produced _____ as identification.

_____

Print Name:_____
Notary Public in and for the County and State last aforesaid.
My Commission Expires:_____
Serial No., if any: _____

IN WITNESS WHEREOF, the UTILITY 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.

ATTEST:

~~DARRYL THOMAS-BEY~~ Michael A. Perri, JR.
Secretary Deputy

FORT PIERCE UTILITIES AUTHORITY

By: G Cavalcanti
GLYNDA CAVALCANTI
Board Chair

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida law)

Print name: Clayton Lindstrom

Print name: Florinda Mazzarella

Approved as to Form and Correctness:

By: RNK
R.N. Koblegard, III, FPUA Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 4th day of April, 2017, by GLYNDA CAVALCANTI, Board Chair of FORT PIERCE UTILITIES AUTHORITY, who is personally known to me.

FLORINDA KAY MAZZARELLA
MY COMMISSION # FF 112605
EXPIRES: August 14, 2018
Bonded Thru Notary Public Underwriters

Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid.

ATTEST:
Linda Cox, City Clerk

(CITY SEAL)

CITY OF FORT PIERCE, a municipal Corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By:
LINDA HUDSON, MAYOR COMMISSIONER

Approved as to Form and Correctness:

By:
James M. Messer, City Attorney

Parcel No. 802

Item/Segment No. 2302567
Section: 94003-2511

A portion of land, lying in the Southwest One-Quarter (SW 1/4) of Section 12, Township 35 South, Range 39 East, St. Lucie County, Florida, as shown on Sheets 5 and 6 of the Florida Department of Transportation Right of Way Map of State Road 713 (Kings Highway), Item/Segment No. 2302567, Section 94003-2511, and being more particularly described as follows:

Commence at a boat spike, found marking the West One-Quarter (W 1/4) Corner of said Section 12; thence South 00°13'52" East along the West line of the Southwest One-Quarter (SW 1/4) of said Section 12 and the Baseline of Survey of said State Road No. 713 (Kings Highway), a distance of 243.70 feet; thence North 89°46'08" East along a line at a right angle to the last described course, a distance of 87.50 feet to a point on the Easterly Existing Right of Way line of said State Road No. 713 (Kings Highway) and the POINT OF BEGINNING; thence
North 89°38'46" East, a distance of 75.00 feet; thence
South 00°13'52" East, a distance of 68.78 feet; thence
South 06°27'26" West, a distance of 177.62 feet; thence
South 34°16'53" West, a distance of 39.04 feet; thence
South 02°09'33" West, a distance of 101.43 feet; thence
North 89°02'13" East, a distance of 17.22 feet; thence
South 00°57'22" East, a distance of 56.10 feet; thence
South 63°18'06" West, a distance of 20.98 feet; thence
South 00°13'52" East, a distance of 19.16 feet; thence
South 89°33'45" West, a distance of 24.98 feet to the beginning of a non-tangent curve concave Easterly, having a chord bearing of South 03°17'39" West; thence Northerly along the arc of said curve, having a radius of 10,526.00 feet, through a central angle of 00°19'20", an arc distance of 59.19 feet to the end of said curve; thence North 00°13'52" West, a distance of 404.04 feet to the POINT OF BEGINNING.

Containing 0.566 acres, more or less.

AND

A portion of land, lying in the Southwest One-Quarter (SW 1/4) of Section 12, Township 35 South, Range 39 East, St. Lucie County, Florida, as shown on Sheets 5 and 6 of the Florida Department of Transportation Right of Way Map of State Road 713 (Kings Highway), Item/Segment No. 2302567, Section 94003-2511, and being more particularly described as follows:

Commence at a boat spike, found marking the West One-Quarter (W 1/4) Corner of said Section 12; thence South 00°13'52" East along the West line of the Southwest One-Quarter (SW 1/4) of said Section 12 and the Baseline of Survey of said State Road No. 713 (Kings Highway), a distance of 750.24 feet; thence North 89°46'08" East along a line at a right angle to the last described course, a distance of 93.20 feet to the POINT OF BEGINNING; thence North 89°58'00" East, a distance of 34.80 feet; thence South 02°35'59" East, a distance of 109.60 feet;

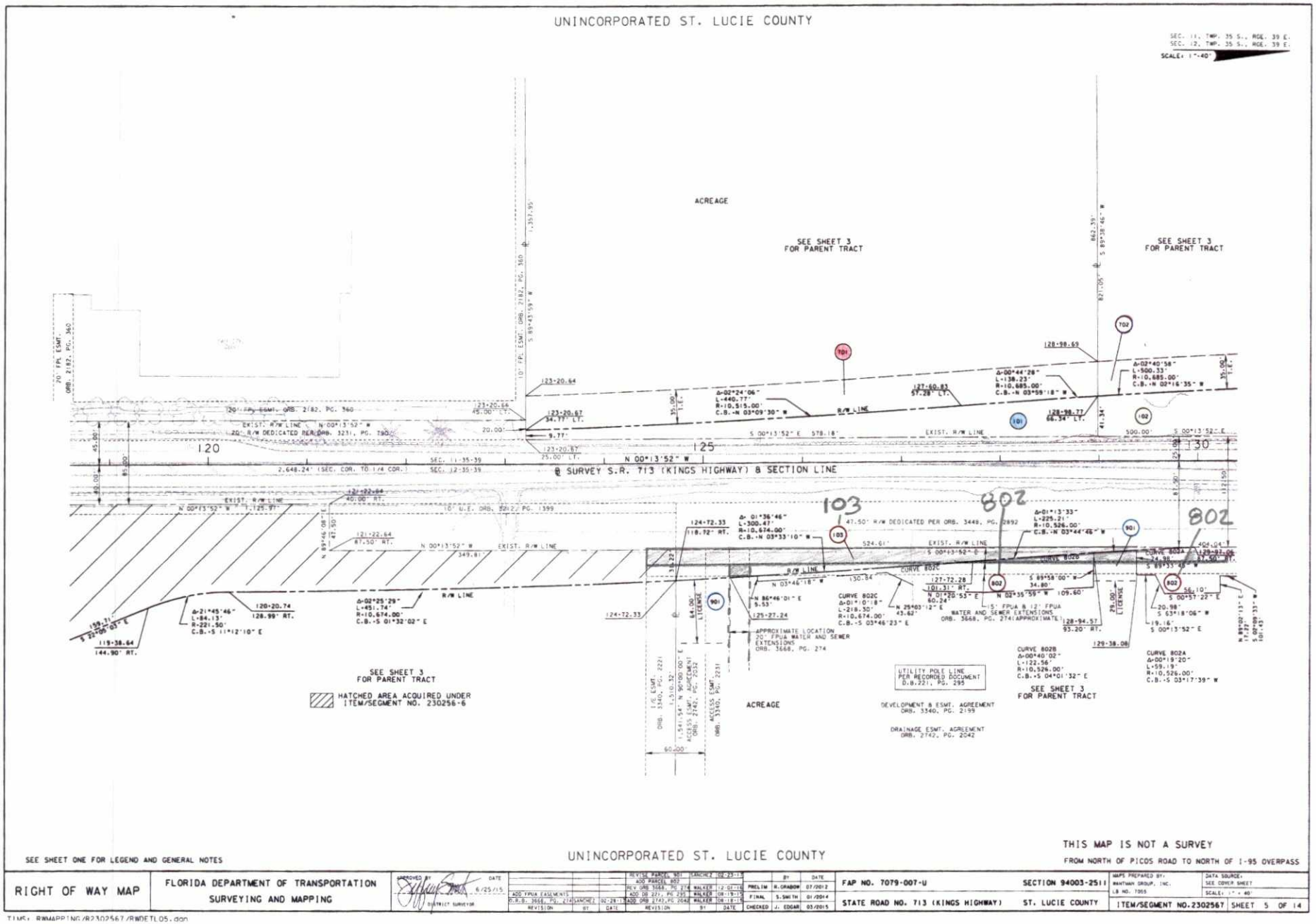
(Continued on the next page)

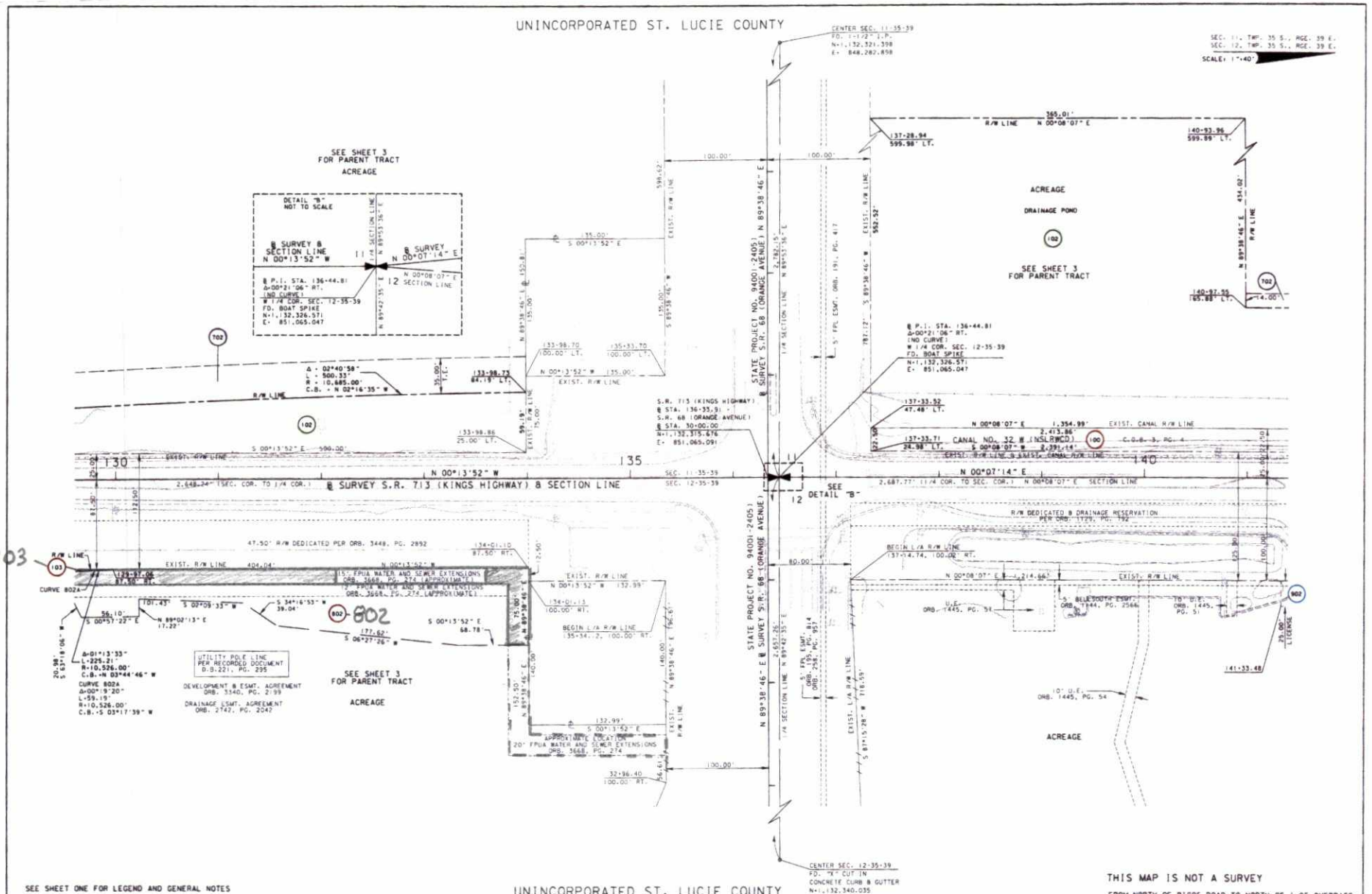
thence South 01°20'53" West, a distance of 60.24 feet; thence

South 25°03'12" West, a distance of 43.62 feet; thence
South 03°46'18" East, a distance of 130.84 feet; thence
South 86°46'01" West, a distance of 5.53 feet to the beginning of a non-tangent curve concave Westerly, having a chord bearing of North 03°46'23" West; thence Northerly along the arc of said curve, having a radius of 10,674.00 feet, through a central angle of 01°10'18", an arc distance of 218.30 feet to the end of said curve and the beginning of a non-tangent curve concave Easterly, having a chord bearing of North 04°01'32" West; thence Northerly along the arc of said curve, having a radius of 10,526.00 feet, through a central angle of 00°40'02", an arc distance of 122.56 feet to the end of said curve and the POINT OF BEGINNING.

Containing 6,721 square feet, more or less.

All containing 0.720 acres, more or less.


UNINCORPORATED ST. LUCIE COUNTY
SEC. 11, TWP. 35 S., RGE. 39 E.
SEC. 12, TWP. 35 S., RGE. 39 E.
SCALE: 1"=40'
ACREAGE
SEE SHEET 3 FOR PARENT TRACT
SEE SHEET 3 FOR PARENT TRACT
SEE SHEET 3 FOR PARENT TRACT
SEE SHEET 3 FOR PARENT TRACT
SEE SHEET 3 FOR PARENT TRACT
HATCHED AREA ACQUIRED UNDER ITEM/SEGMENT NO. 230256-6
℄ SURVEY S.R. 713 (KINGS HIGHWAY) & SECTION LINE
N 00°13'52" W
2,648.24' (SEC. COR. TO 1/4 COR.)
EXIST. R/W LINE
R/W LINE
120
125
130
103
802
802
ACREAGE
UTILITY POLE LINE PER RECORDED DOCUMENT D.B.221, PG. 295
DEVELOPMENT & ESMT. AGREEMENT ORB. 3340, PG. 2199
DRAINAGE ESMT. AGREEMENT ORB. 2742, PG. 2042
APPROXIMATE LOCATION 20' FPUA WATER AND SEWER EXTENSIONS ORB. 3668, PG. 274
15' FPUA & 12' FPUA WATER AND SEWER EXTENSIONS ORB. 3668, PG. 274(APPROXIMATE)
CURVE 802C
CURVE 802B
CURVE 802A
UNINCORPORATED ST. LUCIE COUNTY
THIS MAP IS NOT A SURVEY
FROM NORTH OF PICOS ROAD TO NORTH OF I-95 OVERPASS
SEE SHEET ONE FOR LEGEND AND GENERAL NOTES
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
FAP NO. 7079-007-U
SECTION 94003-2511
STATE ROAD NO. 713 (KINGS HIGHWAY)
ST. LUCIE COUNTY
ITEM/SEGMENT NO.2302567
SHEET 5 OF 14
TIMS: RWMAPPING/R2302567/RWDETL05.dgn



RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY DISTRICT SURVEYOR DATE 9/25/15	REVISION	BY	DATE	REVISION	BY	DATE	CHECKED	FAP NO. 7079-007-U	SECTION 94003-2511
						ADD FPUA EASEMENTS, PARCEL 802	SANCHEZ	02-23-13	PRELIM R.GRABOW 07/2012		
						ADD PARCEL 802	SANCHEZ	02-23-13			
						ADD ORB 3221, PG 295	WALKER	08-19-14	FINAL S.SMITH 01/2014	STATE ROAD NO. 713 (KINGS HIGHWAY)	ST. LUCIE COUNTY
						ADD ORB 3742, PG 2042	WALKER	08-19-14			
									CHECKED J. EDGAR 03/2015		

MAPS PREPARED BY: WANTMAN GROUP, INC. LB NO. 7055
DATA SOURCE: SEE COVER SHEET
SCALE: 1" = 40'
ITEM/SEGMENT NO. 2302567 SHEET 6 OF 14

TIMS: RWMAPPING/R2302567/RWDETL06.dgn

City Commission Regular Meeting **11.A.1.**

Meeting Date: 04/17/2017

Re: Ordinance 17-011 - Zoning Atlas Amendment - 900 Avenue O

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-011 Amending the Zoning Atlas of the City of Fort Pierce to rezone property located at 900 Avenue O from General Recreational Open Space (OS-1) to General Commercial Zone (C-3) SECOND READING

SUMMARY:

- The applicant is requesting the approval of a Zoning Atlas Amendment (Rezoning), for 5.99 acres of property, to place the properties within the General Commercial (C-3) and Neighborhood Commercial (C-2) zones. The affected property within Ordinance 17-011 totals 1.57 acres, and is situated along the south side of Avenue O, east of an unopened extension of 10th Street right-of-way, which the applicant is concurrently seeking abandonment.
- The applicant is seeking approval of a concurrent request to amend the Future Land Use designation of the subject property from Conservation Open Space (COS) to General Commercial (GC), consistent with the applicant's holdings to the east along US Highway 1.
- The applicant is seeking to extend the General Commercial district to encompass the subject property to provide greater opportunity to advance the property as a commercial hub, providing access to retail, grocery, and consumer services along the US Highway 1 corridor.
- A total of 38 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of March 22nd, 0 responses have been received. An update will be provided to the City Commission at the public hearing.
- The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request.

RECOMMENDATION:

Approval

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

The taxable value of the subject site is likely to increase with commercial development capacity which would result in an increase in ad-valorem tax revenue.

Attachments

Draft Ordinance 17-011 (to be replaced by formatted version)
Staff Report
Aerial & Zoning Map - 900 Avenue O
Application & Support Documents
PB Minutes 2.14.17 - Project Marked
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/27/2017 03:14 PM

Form Started By: Kori Benton Started On: 03/22/2017 01:12 PM
Final Approval Date: 04/04/2017

ORDINANCE NO. 17-011

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** PROPERTY LOCATED GENERALLY AT **900 AVENUE O** FROM GENERAL AND RECREATIONAL OPEN SPACE ZONE, OS-1, TO GENERAL COMMERCIAL ZONE, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is located at 900 Avenue O within the City of Fort Pierce, Florida, representing 1.57 acres of land.

WHEREAS, the subject 1.57 acres of property situated immediately east of N. 10th Street right-of-way is a subset of Parcel ID: 2403-233-0002-000-3 which collectively totals 8.76 acres;

WHEREAS, the subject 1.57 acre segment is designated General and Recreational Open Space (OS-1) zone, whereas the remaining 7.19 acres holds a zoning designation of General Commercial (C-3); and

WHEREAS, the applicant seeks rezoning of the subject 1.57 acre site, portion of Parcel ID: 2403-233-0002-000-3 from General and Recreational Open Space (OS-1) 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 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 described properties are hereby rezoned as follows:

A. **Parcel ID: 2403-233-0002-000-3 (Portion):** The west 190 feet of that part of the North 400 feet of the south 598 feet of Government Lot 2, lying West of U.S. Highway 1; less the right-of-way for Avenue 0, and less the West 25 feet for North 10th Street right-of-way, all lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida.

and further depicted on Exhibit "A", attached hereto and incorporated herein, shall be and the same is hereby rezoned from General and Recreational Open Space Zone (OS-1) to General Commercial (C-3); said property being generally located at 900 Avenue O in Fort Pierce, Florida. The remaining portion of said parcel presented zoned General Commercial (C-3).

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. 17-011 was duly advertised by title only in the St. Lucie News Tribune on March 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 April 3rd,, 2017; and was duly introduced, read by title only, and passed on second and final reading April 17th, 2017 by the City Commission of the City of Fort Pierce, Florida.

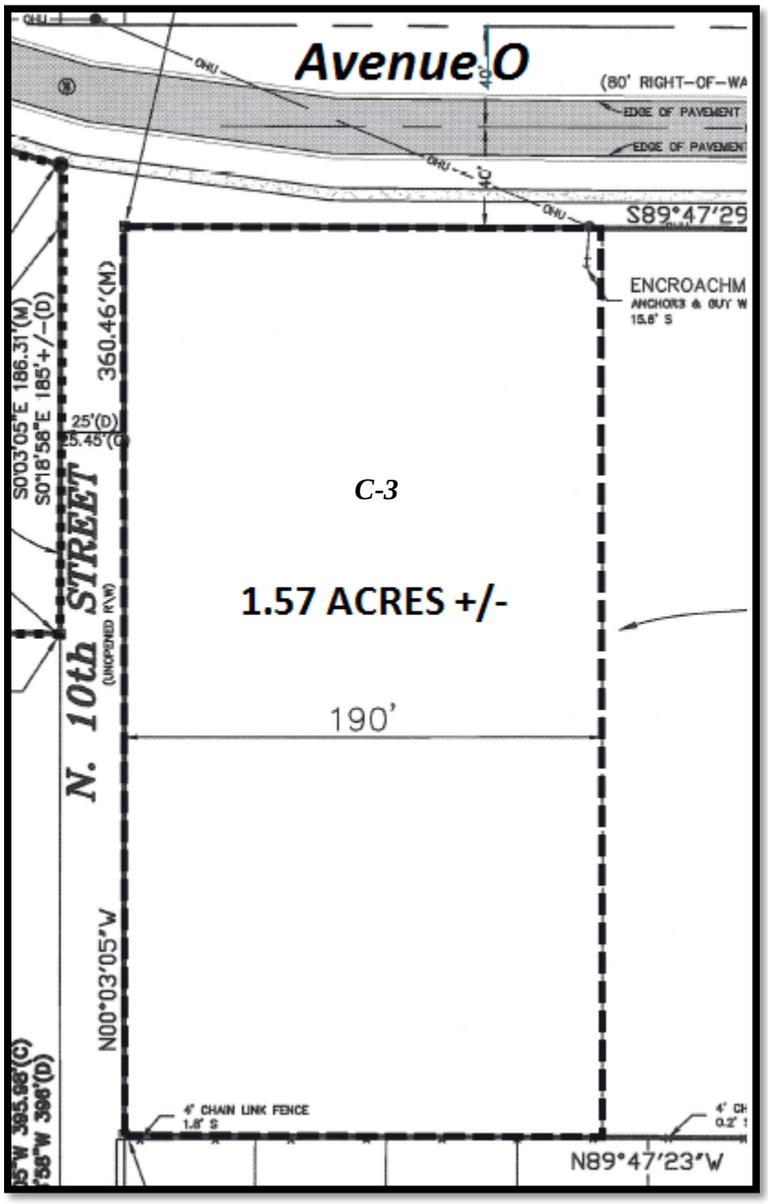
IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 18th day of April, 2017.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

EXHIBIT A
Sketch & Legal Description
Parcel ID: 2403-233-0002-000-3 (Portion)



Parcel ID: 2403-233-0002-000-3 (Portion – west 190 ft.): The west 190 feet of that part of the North 400 feet of the south 598 feet of Government Lot 2, lying West of U.S. Highway 1; less the right-of-way for Avenue 0, and less the West 25 feet for North 10th Street right-of-way, all lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida.

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: **Ordinances 17-011 & 17-013 - Zoning Atlas Amendments**
General Commercial (C-3) & Neighborhood Commercial (C-2)
900 – 1190 Avenue O

DATE: March 22, 2017

STAFF REPORT

Owners:
Blue Water LLC.
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Representative:
Amanda Martinez
Martinez Planning Associates, LLC
115 Citrus Park Circle
Boynton Beach, FL 33436

Requested Action:
Approval of Zoning Atlas Amendments (Rezoning) from Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1) to General Commercial (C-3) & Neighborhood Commercial (C-2)

Location:
900 – 1190 Avenue O

Parcel IDs:
2404-144-0000-000-9 & 2403-233-0002-000-3 (western 190 ft.)

Current Zoning:
Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1)

Proposed Zoning:
General Commercial Zone (C-3) & Neighborhood Commercial (C-2)

Surrounding Zoning:

North	East	South	West
R-4	C-3	R-3	OS-1

Parcel(s) Size:
4.42 & 1.57 acres

Utilities:
Located within the FPUA Retail Service Area

Staff Analysis:

The applicant is requesting the approval of a Zoning Atlas Amendment (Rezoning), for 5.99 acres of property, to place the properties within the General Commercial (C-3) and Neighborhood Commercial (C-2) zones. The affected property is held between two (2) parcels of land, segmented by an unopened extension of 10th Street right-of-way, which the applicant is concurrently seeking abandonment of. The western parcel, representing 4.42 acres, is within the Single-family Moderate Density (R-3) and the affected segment of the eastern parcel is within the General Recreational Open Space (OS-1).

The applicant seeks approval of a concurrent request to amend the Future Land Use designation of the subject parcels from Low Density Residential (RL) and Conservation Open Space (COS) to General Commercial (GC) and Neighborhood Commercial (NC).

The subject sites are located on the south side of Avenue O between Ilous Ellis Park (12th Street) and the US Highway 1 corridor. The sites are predominantly covered with vegetation, including pine, oak, and palm trees, as well as palmettos. The remaining property, 6.88 acres, held by the applicant to the east is within the General Commercial, C-3 district. The applicant seeks to couple the properties, with commercial designations, to market the properties for commercial development along US Highway 1.

History

The entire property held by the applicant, 12.87 acres collectively, previously held a Future Land Use designation of RL, Low Density Residential and a zoning designation of R-3, Single-family moderate density residential until action by the City Commission in 1988 amended the land use and zoning of the eastern 8.45 acres. Ordinances I-293 & I-294 provided the existing General Commercial, C-3 designation for the eastern 6.88 acres abutting US Highway 1, while the remaining 1.57 acres of this parcel was placed within the General Recreational Open Space (OS-1) district to provide a buffer between the desired commercial development fronting US Highway 1, and the residential development and recreational park established to the west.

The applicant is seeking to further the extension of the commercial designation to provide greater opportunity to advance the property as a commercial hub, providing access to retail, grocery, and consumer services along the US Highway 1 corridor, accessible from mainland and island residents.

Proposed Amendments & District Comparison

Figure 1 presents the land holdings of the applicant, the current zoning and land use designations, and proposed amendments for the collective sites. The outcome sought would provide an expansion of the General Commercial district, providing a transitional segment of the site within the Neighborhood Commercial zone.

Figure 1

Table 1 demonstrates basic use standards for development capacity within the existing and proposed designations for the subject site.

Table 1: Existing and Proposed Site Data – Zoning & Land Use

	Existing		***Proposed***	
Zoning	R-3	OS-1	C-3	C-2
Future Land Use (FLU)	RL	COS	GC	NC
Non-Residential Maximum Floor Area Ratio (FAR) Permitted	-	.25	1.0	.5
Maximum Lot Coverage Permitted	35%	40%	60%	60%
Maximum Height	28 ft. / 35ft	35 ft.	65 ft.	45ft.
Residential Density Allowance	1-6.5 du/ac	N/A	15 du/ac * Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.	10 du/ac * Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation

As demonstrated in Table 1, the maximum permitted non-residential floor area ratio (FAR) for the subject properties would increase to allow an FAR of 1.0 and .5 under the proposed amendments. Additionally, the maximum permitted lot coverage (area covered by buildings) would increase to 60%, allowing for more intense development of the properties. The expanded development capacity pursued by the applicant is primarily for consideration of options

such as grocery stores, retail sales and service, office uses, and restaurants. The General Commercial and Neighborhood Commercial districts also allow for vertical mixed-use development scenarios and variety of commercial users.

Table 2 demonstrates use type data for the proposed zoning designations for the subject site.

Table 2: Proposed Site Data

	Proposed	
Zoning	**C-2**	**C-3**
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 district is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. This district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities.
Permitted Uses Exclusive to District	• Coffee Shop • Administrative, Professional, General, Medical Office • Bed & Breakfast • Grocery or Liquor Store • Neighborhood Commercial Sale	• Eating and Drinking Establishments • Administrative, Professional, General, Medical Offices • Grocery or Liquor Stores • Laundry & Dry Cleaners • Entertainment, Indoor • Bar or Nightclub • Boat Sales • Overnight Accommodations • Retail Sales and Service • Vehicle Sales and Service • Fueling Station • Truck Stop
Conditional Uses Exclusive to District	• Community Center • Daycare Center • Brew Pub • Neighborhood Café • Restaurant & Bar • Medical and Dental Clinic	• Multi-Dwelling Building(s) • Medical Facilities • Entertainment, Outdoor • Wholesale Trade • Vehicle Storage

The zoning designations proposed shift the development objective from residential and recreational open space to commercial, providing a great variety of commercial activities, mixed-use situations, and increased enterprise concentrations when property size and infrastructure access enable such development. The amendment would create

the capacity to establish an extensive set of retail, entertainment, service, and even limited industrial establishments, while maintain a transition area of neighborhood compatible uses to the west end of the sites.

As noted with the land use amendment request, the applicant seeks to increase prospects of promoting a commercial center strategically located between north and south causeways, adjacent to the Port of Fort Pierce, and accessible to adjacent residential areas.

Potential Traffic Impacts

The presented zoning atlas amendment presents the capacity for an increase in traffic volume and impacts upon build-out. The extent of the traffic impacts and mitigation options for roadway improvements will be more definitively quantified at the site of development consideration. Avenue O is presented a two lane, undivided roadway, with design challenges associated with expanding capacity at its intersection with US Highway 1. Presently, Avenue O experiences traffic generation associated with established residential neighborhoods, proximity to Ilous Ellis Park, and its support linkage to Frances K. Sweet Elementary and Lincoln Park Academy. Preliminary analysis of development capacity of the subject property has been completed, and the applicant has identified conceptual mitigation options. Options include pursuit of designated turn lanes to access the site, connectivity to Avenue M to disperse assignment of trips generated, and possibly advance of a lighted intersection at US Highway 1, if development impacts would justify such consideration. Further evaluation, pursuant to the City's concurrency requirements, in coordination with the Florida Department of Transportation (FDOT) will be necessary with the advance of a development plan for commercial activity.

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 advances many of the Goals, Objectives, and Policies of the City's Comprehensive Plan, and is consistent with the concurrent request to amend the Future Land Use Designation of the site, as the site fronts the major roadway corridor of US Highway 1, providing encouragement of commercial activities with higher intensity near major intersections. This furthers *Objective 1.10 to promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.* This objective advanced through implementation of *Policy 1.10.2* to ensure that the FLU Map allocates sufficient lands for commercial and industrial purposes to serve future growth needs of the City. The applicant seeks to increase the availability of general commercial land adjacent to the US Highway 1, accessible to mainland and island development while providing a definitive transition from intense commercial uses desired along US Highway, stepping down intensity towards established residential development and active parklands.

Further, the applicant is aware that any future development should advance City Comprehensive Plan Objective 7.2, and policy 7.2.4 by *integrating a proportionate amount of open space and recreation area to be provided by both private enterprise and public agencies* by consideration of partnership that may include mechanisms such as minor land dedications, in favor of recreation and open space credits, and/or transfer of development rights. Design of a future development should embrace the surrounding uses, providing

appropriate transition to the adjacent parklands and residential housing, augmenting the introduction of commercial activities.

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. Review comments provided by the Technical Review Committee are provided for further review.

Property Owner Response Summary:

A total of 38 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of March 22nd, 0 responses have been received. An update will be provided to the City Commission at the public hearing.

Planning Board

The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request with the recommendation guided by staff. The applicant has revised the requests to incorporate said recommendation to provide a neighborhood commercial buffer at the western end of the sites.

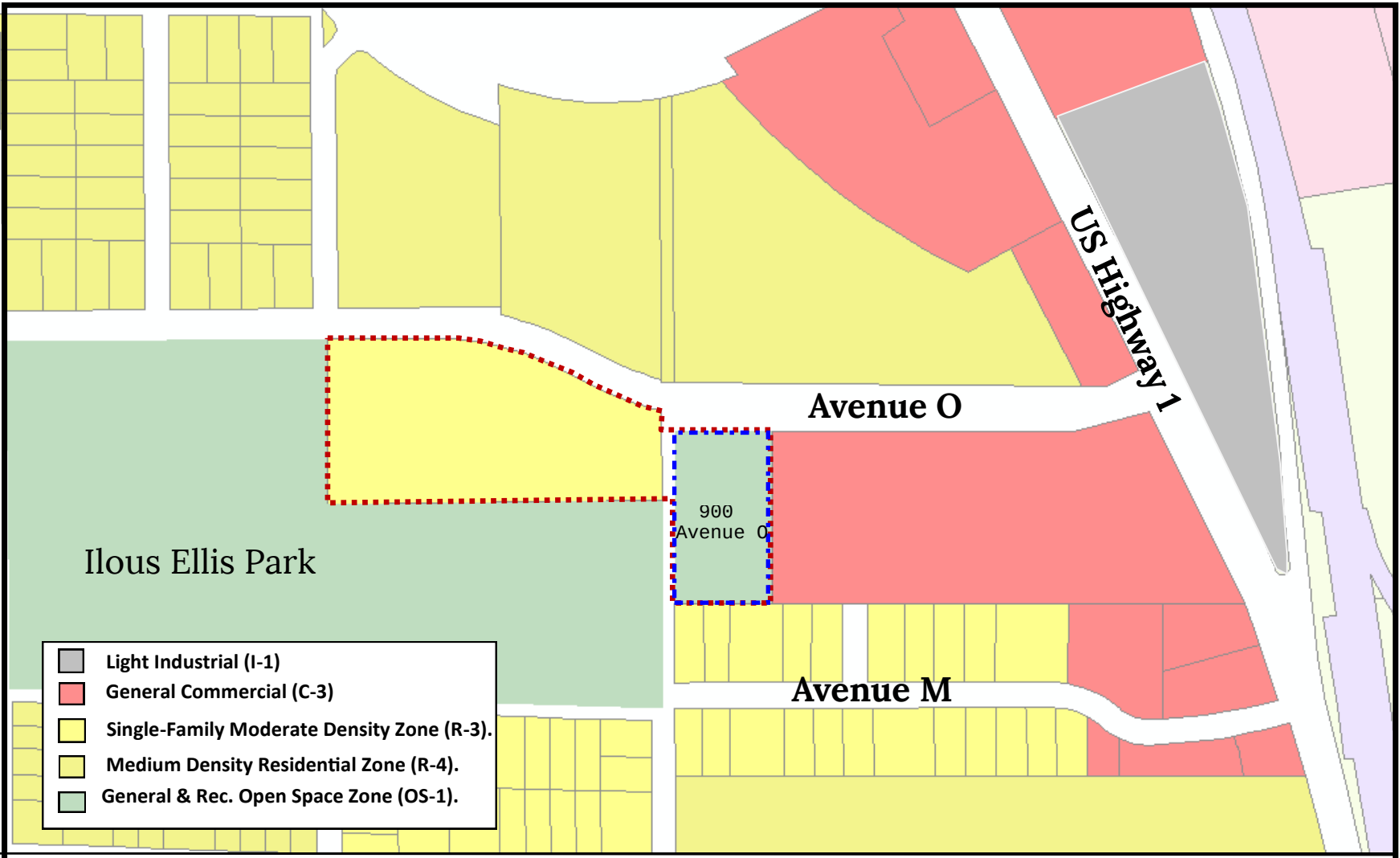
Staff Recommendation:

The proposed amendment meets the criteria specified in Section 22-131 of the City Code and promotes and protects the public health, safety and general welfare; therefore Staff recommends **approval** of the proposed amendment.

THE SUNRISE CITY
FORT PIERCE
Florida

Blue Water Properties

Site Aerial



THE SUNRISE CITY FORT PIERCE Florida

Blue Water Properties–Zoning Map

900 – 1190 Avenue O

N W E S

01 Zone Atlas Map Amendment Application 1
02 Final Survey 6
03 Warranty Deeds & Legal Descriptions 7
04 St Lucie County Property Record Cards 13
05 Zoning Atlas Map Amendment Statement of Need 15
06 Environmental Assessment 19
07 Trip Generation Letter 24
08 Traffic Mitigation and Level of Service Statement 32
09 Capacity Analysis 33

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: 801 Avenue O
2. Property Tax ID(s): 2403-233-0002-000-3 & 2404-144-0000-000-9
3. Total Acreage: 5.99
4. Existing Future Land Use Classification: 1.57 Acres Conservation Open Space & 4.42 acres Residential, Low
5. Existing Zoning Classification: O-1 (Gen. & Recreational Open Space) & R-3 (Single Family Moderate Density)
6. Proposed Zoning Classification: C-3 (General Commercial)

{00087398.DOC. 1 }

7. Other applications being submitted concurrent with this application, if any: Zoning Atlas Amendment & Abandonment

8. Describe the existing uses, improvements and structures on the amendment lands: None, vacant land

9. Are there any identified or possible historical structures on the amendment lands? No, vacant land

10. The reason for making this request: To change the land use designation to match the land use designation to the east (General Commercial) so the parcels can be developed as one commercial site.

11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential, Multi-Family	Residential, Medium	R-4
South	Park/Residential, Single-Family	Conservation Open Space/Residential. Low	O-1/R-1
East	Vacant Land	General Commercial	C-3
West	Park	Conservation Open Space	O-1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Residential, Low/Conservation Open Space	R-3/O-1	RL: 6 DU/acre = 26 units COS: 17,097 sq. ft.	4.42 RL 1.57 COS	X
Proposed	General Commercial	C-3	260,924 sq. ft.	5.99	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(.125) = 2,137 **Total: 8,807**
Proposed Zoning	Total gallons per day: 260,924(.125) = **32,615**
Change in Demand	**Total gallons per day: 32,615 – 8,807 = Increase of 23,808**

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 x 100 gpd = demand) Other: 0.1 gallons per day per square foot

Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(0.1) = 1,709 **Total: 8,379**
Proposed Zoning	Total gallons per day: 260,924(0.1) = **26,092**
Change in Demand	**Total gallons per day: 26,092 – 8,379 = Increase of 17,713**

C. Parks and Recreation (Residential Classifications Only): N/A
(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): N/A
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	R-3: 4 yards
Proposed Zoning	None
Change in Demand	**Decrease in 4 yards**

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	As this site is currently unimproved, there is no drainage provided on site. Drainage improvements will be designed at the time the of site plan submittal to provide for on-site drainage. All improvements will be designed to meet the level of service required.

G. Transportation Analysis:
Most recent ITE Code for use; HCM Roadway Capacity

	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum

Current Zoning	882 Trips	63 AM Trips/78 PM Trips
Proposed Zoning	12,667 Trips	280 AM Trips/1,139 PM Trips
Change in Demand	+ 11,785 Trips	+ 217 AM Trips/+1,061 PM Trips
Impact to Capacity	Avenue O changes from LOS C to F for the PM Peak Hour & US 1 remains at LOS C *See attached Trip Generation Letter & Impact Statement for Mitigation Options	

12. Name of Owner(s): Blue Water, LLC
Mailing Address: 312 SE 17th St. 2nd Floor
City: Fort Lauderdale State: FL Zip: 33316
Phone # 954-767-6333
E-mail: DSaavedra@saavlaw.com

13. Name of Applicant: Blue Water, LLC
Mailing Address: 312 SE 17th St. 2nd Floor
City: Fort Lauderdale State: FL Zip: 33316
Phone # 954-767-6333
E-mail: DSaavedra@saavlaw.com

14. Name of Representative: Amanda Martinez, Martinez Planning Associates, LLC
Mailing Address: 115 Citrus Park Cir.
City Boynton Beach State FL Zip 33436
Phone # 954-304-7755 Fax # N/A
E-mail: amandaplanner@gmail.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.

w/ authority to sign

Applicant's Signature Damaso W Saavedra, Esq Date 12.6.16

312 SE 17th St. Ft. Lauderdale, FL 33316
Address State Zip

954-767-6333 954-767-8111 DSaavedra@saavlaw.com
Phone Fax E-mail Address

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Blue Water, LLC		954-767-6333	
Property Owner's Name (Please Print)		Phone	
312 SE 17th St.	Ft. Lauderdale,	FL	33316
Address		State	Zip

Eq. attorney - for 12.6.16

Property Owner's Signature Damaso W Saavedra Date

STATE OF FLORIDA)
BROWARD COUNTY)

The foregoing instrument was acknowledged before me this 10th day of December, 2016, by Damaso W. Saavedra who is personally known to me or has produced _____ as identification.

JOANNE SPEAKE
MY COMMISSION # FF 042974
EXPIRES: December 6, 2017
Bonded Thru Budget Notary Services

Signature of Notary (seal)

JOANNE SPEAKE

OFFICE USE:		
DATE RECEIVED:	Signed:	
File Number:	Check No:	Receipt No:
TRC Review:	Planning Board Review:	City Commission:
Ordinance No:	Date Approved:	

NOTES:

1) Reproductions of this map are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2) Descriptions shown hereon provided by the client and/or their agent.
3) Underground foundations and improvements were not located as part of this survey.
4) Overall parcel contains 13.18 Acres, more or less.
5) The last date of field work was August 16, 2016.
6) The center line of Avenue "O" is assumed to bear S89°47'29"E and all bearings shown hereon are relative thereto.
7) The concrete walk along U.S. Highway 1 meanders on and off of property line.
8)Said described property is located within an area having a zone designation "X" by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0179 J, with a date of identification of February 16, 2012, for Community Number 120286, 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) The intent of the description hereon is to less and except that part of the building encroaching on subject property.
10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the party or parties.
11) Zoning designations shown hereon are based on information provided by city of Ft. Pierce zoning atlas, with a review date of 8/31/2016.
12) This map is intended to be displayed at a horizontal scle of 1"=50' unless otherwise noted.

DESCRIPTION

PARCEL 1
That part of the North 400 feet of the South 598 feet of Government Lot 2 lying west of U.S. Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

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Thence continue South 90°00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89°40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00°16'48" East, along the East face of said metal building, a distance of 0.48 feet to the North line of said Tract "A" and the Point of Beginning.

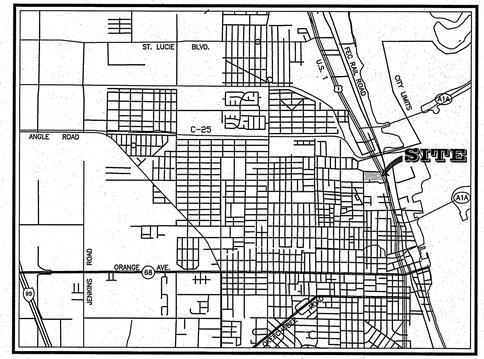
DESCRIPTION

Together with:

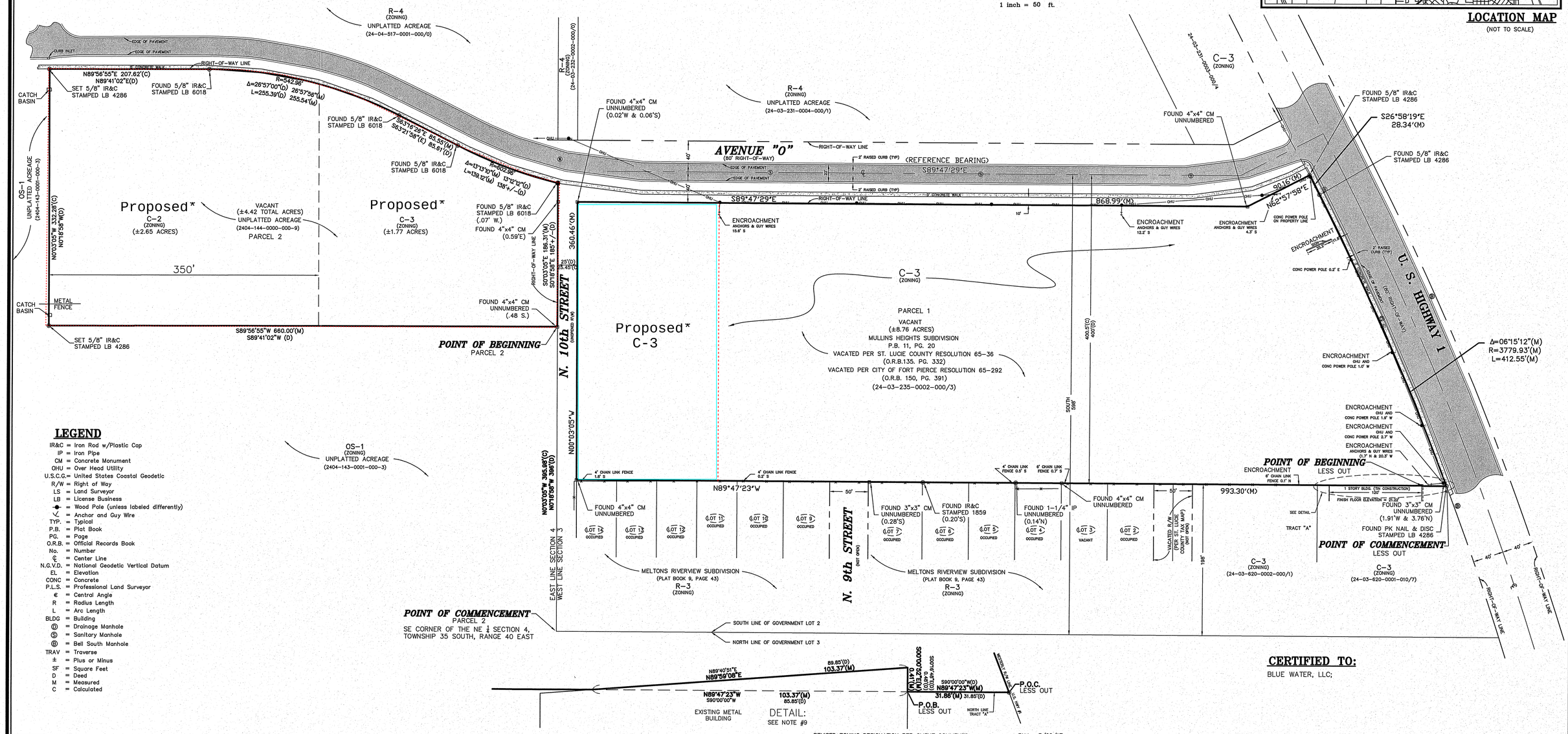
PARCEL 2
From the SE corner of the NE ¼ of Section 4, Township 35 South, range 40 East, run North 0 deg. 18'58" west, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg.41' 02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to the South right of way of Avenue "O"; thence North 89 deg. 41'02" East207.62 feet to a point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.



LOCATION MAP
(NOT TO SCALE)



LEGEND

IR&C = Iron Rod w/Plastic Cap
IP = Iron Pipe
CM = Concrete Monument
OHU = Over Head Utility
U.S.C.G.= United States Coastal Geodetic
R/W = Right of Way
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PG. = Page
O.R.B. = Official Records Book
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Ⓑ = Bell South Manhole
TRAV = Traverse
± = Plus or Minus
SF = Square Feet
D = Deed
M = Measured
C = Calculated

CERTIFIED TO:

BLUE WATER, LLC;

REVISED ZONING DESIGNATION PER CLIENT COMMENTS RNJ 3/09/17

3/9/2017
DATE

ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

COMPUTER FILE REF.	FIELD BK./PG.
03-215.dwg	9820/9-14
16-088.dwg	0136/ 12-14
	1604/ 35

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
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PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE
REVISED FOR ALTA/ACSM STANDARDS AND UPDATED BOUNDARY	BCS	8/8/00
ADDED ADDITIONAL TOPO	ER	9/18/01
UP-DATE SURVEY REVISED CERTIFICATIONS	GLL	10/01/03
UP-DATE SURVEY ADD PARCEL 2	RNJ	8/16/16
ADDED ZONING INFORMATION	RNJ	8/25/16
REVISED GRAPHICS AND ANNOTATION	RNJ	8/30/16

	BY	DATE
FIELD	ER	6/9/98
CALCS.	RCL	6/11/98
DRAWN	BCS	6/12/98
DETAILED		
CHECKED	RCL	6/12/98
APPROVED		

BOUNDARY SURVEY
PREPARED FOR
BLUE WATER, LLC

DATE: 8/16/16
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 16-088
SHEET 1 OF 1

P:\Proj-2016\16-088 Blue Water LLC\Survey\16-088.mxr 3-9-17.dwg, 3/9/2017 2:55:33 PM

NOTES:

1) Reproductions of this map are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2) Descriptions shown hereon provided by the client and/or their agent.
3) Underground foundations and improvements were not located as part of this survey.
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Together with:

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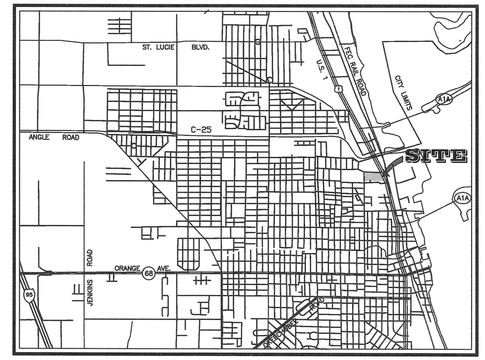
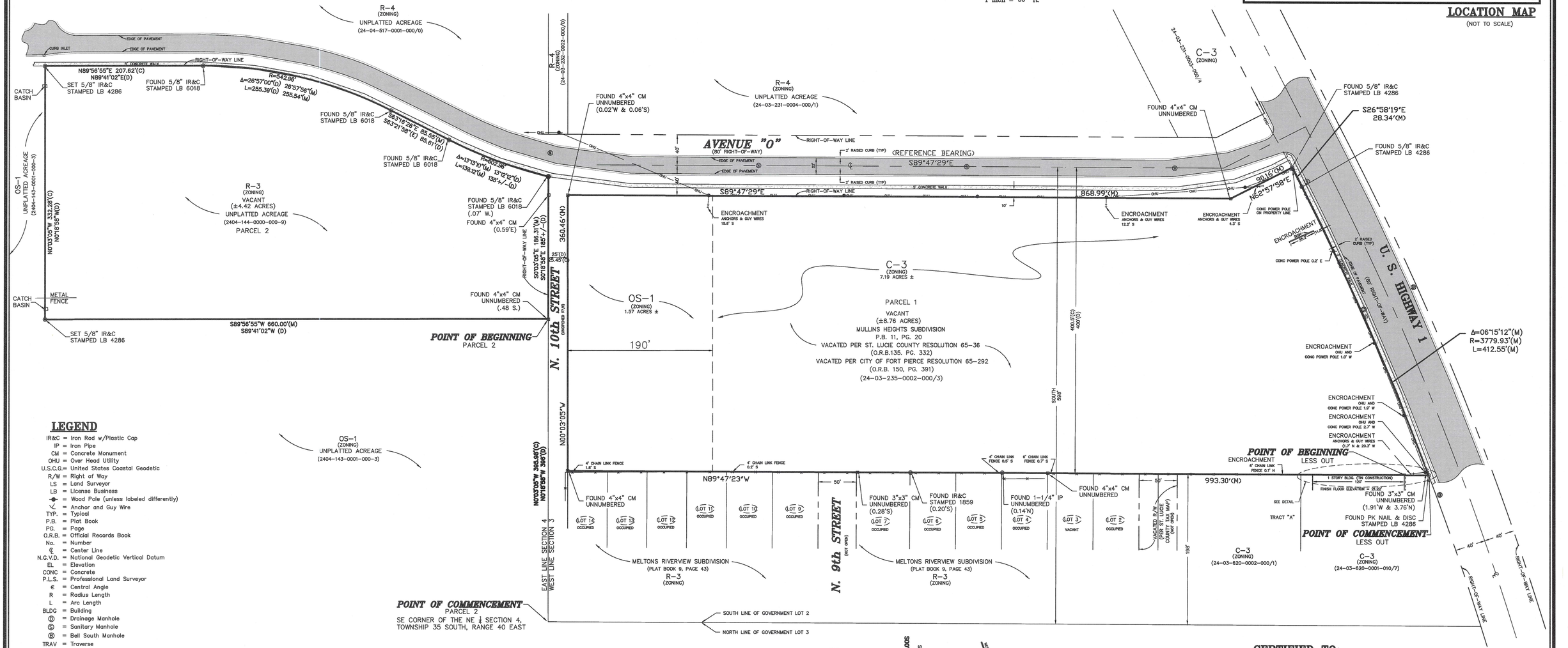
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

NORTH



LOCATION MAP
(NOT TO SCALE)



LEGEND

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IP = Iron Pipe
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SF = Square Feet
D = Deed
M = Measured
C = Calculated

CERTIFIED TO:

BLUE WATER, LLC;

ROBERT N. JOHNSON P.S.M. 6540 STATE OF FLORIDA

10/20/2016
DATE

ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

COMPUTER FILE REF.	FIELD BK./PG.
03-215.dwg	9820/9-14
16-088.dwg	0136/ 12-14
	1604/ 35

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STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE
REVISED FOR ALTA/ACSM STANDARDS AND UPDATED BOUNDARY	BCS	8/8/00
ADDED ADDITIONAL TOPO	ER	9/18/01
UP-DATE SURVEY REVISED CERTIFICATIONS	GLL	10/01/03
UP-DATE SURVEY ADD PARCEL 2	RNJ	8/16/16
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REVISED GRAPHICS AND ANNOTATION	RNJ	8/30/16

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FIELD	ER	6/9/98
CALCS.	RCL	6/11/98
DRAWN	BCS	6/12/98
DETAILED		
CHECKED	RCL	6/12/98
APPROVED		

BOUNDARY SURVEY

PREPARED FOR

BLUE WATER, LLC

DATE: 8/16/16
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 16-088
SHEET 1 OF 1

P:\Proj-2016\16-088 Blue Water LLC\Survey\16-088.dwg, 10/20/2016 2:32:17 PM

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2309816 OR BOOK 1848 PAGE 2087
Recorded:11/21/03 12:50

* Doc Assump: $ 0.00
* Doc Tax : $ 6,650.00
* Int Tax : $ 0.00

Prepared by and return to:
Judith W. Stoner
Vice President
Lawyers Land Title Co.
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

File Number: **9848.101**
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 31st day of **October, 2003** between **Ft. Pierce, LLC, an Illinois Limited Liability Company** whose post office address is **143 East Lake Cook Road, Palatine, IL** of the County of Cook, State of **Illinois**, grantor*, and **Blue Water, LLC, a Florida limited liability company** whose post office address is **701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311** of the County of **Broward**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida**, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2003 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

Witness
(print name) Christy L Marsh

Witness
(print name) Bruce A Salli

Ft. Pierce, LLC, an Illinois Limited Liability Company

By: _____
Emmett F. Stains, Managing Member

DoubleTime®

State of Illinois
County of Cook

This instrument was acknowledged before me this 31st day of October, 2003 by Emmett F. Stains, as managing member of **Ft. Pierce, LLC, an Illinois Limited Liability Company**. He is personally known to me or produced _____ as identification and did not take an oath.

State of Illinois. Notary Public

My commission expires:

"OFFICIAL SEAL"
DIANA ANTONIO
Notary Public, State of Illinois
Commission Expires 07/28/05

F:\WordDocs\Mogerman, O'Leary & Patel - 9848\Blue Water, LLC - 101\Documents\WD from dl.rtf

DoubleTime®

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

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Thence continue South 90 deg. 00' 00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40' 51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16' 48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2336657 OR BOOK 1882 PAGE 478
Recorded:01/15/04 11:29

Prepared by and return to: Fed X
Lisa K. Hermann, Esq.
Saavedra, Pelosi, Goodwin & Hermann
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

* Doc Assump:	$	0.00
* Doc Tax :	$	840.00
* Int Tax :	$	0.00

File Number: **9848.116**
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 24th day of December 2003 between Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981 and as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981, whose post office address is 215 LAKEVIEW CT. NW * of the County of HIGHLANDS, State of FLORIDA, grantor*, and **Blue Water, LLC, a Florida limited liability company** whose post office address is **701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311** of the County of **Broward**, State of **Florida**, grantee*,
*Lake Placid, FL 33852

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **St. Lucie County, Florida**, to-wit:

From the SE corner of the NE ¼ of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

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Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2004 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

(signatures and acknowledgments appear on the following page)

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:

Witness PATRICIA M. BARNHART
(print name)

Witness
(print name) Bessie P Smith

By: Robert D. Meyer, Trustee
Robert D. Meyer, Trustee

By: Opal I. Meyer, Trustee
Opal I. Meyer, Trustee

State of FLORIDA
County of HIGHLANDS

This instrument was acknowledged before me this 24 day of DEC, 2003 by Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981, and as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981. They are personally known to me or produced _____ as identification and did not take an oath.

State of _____, Notary Public

My commission expires:

Bessie P Smith
My Commission DD171943
Expires February 05 2007

DoubleTime®

EXHIBIT "A"

PARCEL 1:

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PARCEL 2:

From the SE corner of the NE 1/4 of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the Point of Beginning of the lands herein described: From said Point of Beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 deg. 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, are 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the Point of Beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Property Identification

Site Address: 801 Avenue O
Map ID: 24/03N

Parcel ID: 2403-233-0002-000-3
Zoning: C-3 - FP

Account #: 15831
Use Type: 1000

Sec/Town/Range: 03/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Legal Description

3 35 40 THAT PART OF N 400 FT OFS 598 FT OF GOVT LOT 2 LYG W OF US 1 HWY-LESS R/W FOR AV O AND LESS W 25 FT FOR N 10 ST R/W AND LESS THAT PART MPDAF: FROM INT OF WLY RD R/W LI OF US #1 AND N LI OF TRACT A OF MELTONS RIVERVIEW S/D (PB 9-43) RUN S 90 00 00 W 31.85 FT TO POB, TH CONT S 90 00 00 W 85.58 FT, TH N 89 40 51 E 85.58 FT, TH S 00 16 48 E 0.48 FT TO N LI OF TRACT A AND POB- (8.67 AC) (OR 1848-2087)

Current Values

Just/Market:	$828,200	Assessed:	$828,200
Exemptions:	$0	Taxable:	$828,200

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$828,200	$828,200	$0	$828,200
2015	$828,200	$828,200	$0	$828,200
2014	$828,200	$828,200	$0	$828,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-31-2003	1848 / 2087	XX00	WD	Ft Pierce, LLC,	$950,000
08-15-2000	1321 / 848	XX00	WD	Dloughy,Daniel J	$339,000
12-30-1998	1194 / 0832	XX01	QC	RAVEN PARC INC	$230,000

Primary Building Information

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

View:
Year Built: N/A
Primary Wall:

Roof Cover:
Frame:
Story Height:

Exterior Data
Roof Structure:
Grade:
No. Units: 0

Building Type:
Effective Year: 2014
Secondary Wall:

Bedrooms: 0
Full Baths: 0
Half Baths: 0

A/C %: 0%
Heated %: N/A%
Sprinkled %: 0%

Interior Data
Electric:
Heat Type:
Heat Fuel:

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors:

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	8.45
Land Size (SF):	368,082
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

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

Site Address: Avenue O
Map ID: 24/04N

Parcel ID: 2404-144-0000-000-9
Zoning: R3

Account #: 16249
Use Type: 0000

Sec/Town/Range: 04/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Legal Description

4 35 40 BEG AT INT OF S R/W AV OAND E SEC LI, TH S ALG SD E LI 185 FT M/L TO PT 396 FT N OF SE COR OF NE 1/4, TH E 660 FT, TH N // TOE SEC LI 332.28 FT M/L TO S R/W AV O, TH N 89 DEG 41 MIN 02 SEC E207.62 FT TO PC OF CURVE TO RT, R542.96 AND CA 26 DEG 57 MIN ARC DIST OF 255.39 FT, TH S 63 DEG 21MIN 58 SEC E 85.61 FT TO PC OF CURVE TO LEFT, R 602.96 FT, ARC DIST OF 138 FT M/L TO POB (OR 1882-478)

Current Values

Just/Market:	$125,000	Assessed:	$125,000
Exemptions:	$0	Taxable:	$125,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$125,000	$125,000	$0	$125,000
2015	$125,000	$125,000	$0	$125,000
2014	$125,000	$125,000	$0	$125,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-24-2003	1882 / 0478	XX00	WD	Meyer,Robert D	$120,000
08-01-1979	0323 / 2977	XX02	CV		$33,000

Primary Building Information

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

View:	Roof Cover:	Exterior Data Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: 2014
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:
		Interior Data	
Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	4.41
Land Size (SF):	192,099.6
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Zoning Atlas Map Amendment
Statement of Need

1. **Statement of why there is a need for the proposed zoning atlas map amendment and how the amendment will result in an orderly and logical development pattern.**

   The proposed amendment consists of two parcels. The more eastern parcel currently has a split land use designation of General Commercial and Conservation/Recreation Open Space while the parcel to the west has a designation of Residential, Low. The proposed amendment will designate a future land use of General Commercial for the entire site, creating one developable commercial parcel. The closest grocery store is located about 0.35 miles from this location and does not have a safe, walking environment leading to the commercial center. Developing a commercial center at this location will meet a need for the local residents by providing commercial retail and services within a walking distance and provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

2. **Statements on how the amendment(s) are consistent with Comprehensive Plan**.

   This amendment is consistent with the following policies in the City of Ft. Pierce Comprehensive Plan:

   FLU 1.1.3 Policy:
   The City shall ensure that future land use designations are compatible with adjacent land uses both within and outside the City boundary.

   The land use designations in the immediate area to the north are Residential Medium and General Commercial; to the south the designations are Residential, Low and Conservation/Open Space; to the east is General Commercial and to the west is Conservation/Open Space and Residential Medium.

   The General Commercial land use designation is consistent with the General Commercial designation that is along the US 1 corridor. There is an existing commercial center about 0.35 miles from this site. This is not within walking distance to most of the residents in this neighborhood. Developing a commercial center in this neighborhood will provide the residents a retail center with services and goods within walking distance from their place of residence and also provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

   The development of a commercial center on this site could help to activate the existing park to the west. The uses that are located within the commercial center could compliment the park activities. Some of these types of uses include, a grocery store, a hair or nail salon, a dry cleaner, a restaurant or café or a daycare. These are uses that a parent would use during or after/before their child's activities at the park. There are examples of this type of relationship working in commercial centers in Palm Beach County.

   FLU 1.8 Objective:
   The City will coordinate with the Community Redevelopment Agency (CRA) to address blighted areas in the City, provide basic needs of the area, discourage urban sprawl, and take advantage of opportunities for economic, social, or aesthetic improvements.

This site is located within the CRA and as such, development of a commercial center at this location will help revitalize the area, increase the tax base and provide jobs for the local residents. This site is located along US1 and Avenue O which has a residential community in the surrounding area. Development of a commercial center at this location will provide retail goods and services within walking distance to their place of residence; following the principles of Smart Growth and providing a mix of uses within walking distance.

FLU 1.8.2 Policy:
The City will coordinate with the CRA to encourage redevelopment and reinvestment within the Community Redevelopment Area:

- To create a lively downtown/waterfront area with mixed-use development, water-enhanced activities, and historic preservation.

  The development of a commercial center at this location will compliment and help attract mixed use and mutli-family development along the waterfront. Commercial uses are an integral part of a lively downtown/waterfront and the location of this property is well suited for the commercial development to compliment a downtown.

FLU 1.10 Objective:
The City shall promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.

This amendment will allow a parcel that is currently vacant to be developed as a retail commercial center. This will increase the value of the land, adding to the City's tax base and will also provide job opportunities for residents that would not be available to them with the current land use designation of Conservation/Open Space and Residential, Low.

TE 2.2.7 Policy:
Proposed land use changes shall evaluate the net difference in traffic impacts between the current land use and the proposed land use. Any change in land use which exceeds the LOS standard for a roadway shall also be accompanied by a strategy to address the impact. The strategy may consist of a capacity or operational improvement or implementation of a mobility strategy. The LOS evaluation shall be completed using professionally accepted transportation engineering methodology including generalized roadway and detailed roadway analysis as needed.

Included with this application is a trip generation letter showing that the level of service on Avenue O during the PM peak hour drops from "C" to "F" at the maximum build out scenario while the AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." Following the trip generation letter is a traffic mitigation and level of service statement providing the following mitigation options to address the level of service for the PM peak hour on Avenue O:

1. *Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."*

2. *Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."*

The traffic mitigation and level of service statement also addresses the traffic for the intersection at US 1 and Avenue O, providing the following:

1. *Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.*

TE 2.3.2 Policy

Proposed Future Land Use Map amendments shall be supported by the Transportation Element. An evaluation of the net change in impacts to the roadways shall be determined. The proposed amendment shall maintain the adopted LOS standards. If the LOS standards are not maintained, the amendment shall be accompanied by strategies including capacity and operational improvements, and mobility strategies to achieve the adopted LOS standard.

Included with this application is a trip generation letter showing that the level of service on Avenue O during the PM peak hour drops from "C" to "F" at the maximum build out scenario while the AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." Following the trip generation letter is a traffic mitigation and level of service statement providing the following mitigation options to address the level of service for the PM peak hour on Avenue O:

1. *Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."*

2. *Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."*

The traffic mitigation and level of service statement also addresses the traffic for the intersection at US 1 and Avenue O, providing the following:

1. *Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.*

3. **Statements on how the 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.**

   The land use designations in the immediate area to the north are Residential Medium and General Commercial; to the south the designations are Residential, Low and Conservation/Open Space; to the east is General Commercial and to the west is Conservation/Open Space and Residential Medium.

   The General Commercial land use designation is consistent with the General Commercial designation that is along the US 1 corridor. There is an existing commercial center about 0.35 miles from this site. This is not within walking distance to most of the residents in this neighborhood. Developing a commercial center in this neighborhood will provide the residents a retail center with services and goods within walking distance from their place of residence and provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

   The development of a commercial center on this site could help to activate the existing park to the west. The uses that are located within the commercial center could compliment the park activities. Some of these types of uses include, a grocery store, a hair or nail salon, a dry cleaner, a restaurant or a café or a daycare. These are uses that a parent would use during or after/before their child's activities at the park. There are examples of this type of relationship working in commercial centers in Palm Beach County.

BLYTHE ENVIRONMENTAL, INC.
4248 SE COMMERCE AVENUE
STUART, FLORIDA 34997
772-219-7804 / 772-219-7859 FAX

March 31, 2004

Mr. Kash Patel
701 NW 19th Street, Suite 100
Fort Lauderdale, Florida 33311

RE: ENVIRONMENTAL ASSESSMENT
U.S. HWY. 1 AND AVENUE O, NORTH FORT PIERCE

Dear Mr.Patel:

On Thursday, March 25, 2004, I visited a site in North Fort Pierce bounded by U.S. Highway 1 and Avenue O, in Saint Lucie County, Florida. During this visit, observations were made of on site soil and vegetation conditions and for protected plant and animal species.

SOILS

The *Soil Survey for St. Lucie County Area, Florida,* published by the USDA Soil Conservation Service indicates two soil types within the limits of this property. A brief description of these soil types is listed below. These descriptions are generalizations and do not account for any drainage improvements that may influence plant species and hydrology on the site.

 # 4 Arents This soil consists of soil material dug from several areas that have different kinds of soil. It is used to fill such areas as low sloughs, marshes, shallow depressions, and swamps above their natural ground levels. The water table is between depths of 20 to 50 inches for most of the year.

#21 Lawnwood Sand Lawnwood sand is a nearly level poorly drained soil in the pine flatwoods. The water table is within a depth of 10 inches for 1 to 4 months and is between a depth of 10 to 40 inches for 6 months or more during most years. The water table is perched above the subsoil during the summer rainy season or after periods of heavy rainfall. It recedes to a depth of greater than 40 inches during extended dry seasons.

#29 Pendarvis Sand Pendarvis sand is a nearly level to gently sloping moderately well drained soil on low ridges and knolls in the flatwoods. It has a perched water table between depths of 24 to 40 inches for about 1 to 4 months during the summer rainy
season and between depths of 40 to 60 inches for the rest of the year escept durng dry periods.

#33 Pits This map unit consists of excavations from which soil and geological material have been removed mostly for road construction or in building foundations

#42 St. Lucie Sand St. Lucie sand is a nearly level to sloping excessively drained soil on high dunelike ridges and undulating areas. The water table is below a depth of 80 inches and usually not within a depth of 120 inches annually.

#50 Waveland Fine Sand Waveland fine sand is a nearly level poorly drained soil on broad flatwoods areas. The water table is within a depth of 10 inches for 1 to 4 months and within a depth of 40 inches for 6 months or more during most years. It is perched above the subsoil early in the summer rainy season and after periods of heavy rainfall in other seasons. The water table recedes to a depth of more than 40 inches during extended dry seasons.

VEGETATION

Uplands

The entire 13 acre site can be classified as uplands. Using the Florida Land Use, Cover and Forms Classification System, the Eastern approximately 5 acres has been cleared, and part of it used as a borrow site for fill. Its FLUCCS category is 742 Borrow. The Western portion of the site, approximately 7.5 +/- acres of FLUCCS 411 Pine Flatwoods. Species observed include:

Brazilian Pepper	*Schinus terebinthifolius*
Laurel Oak	*Quercus laurifolia*
Live Oak	*Quercus virginiana*
Scrub Oak	*Quercus geminata*
Slash Pine	*Pinus elliottii*
Hickory	*Carya tomentosa*
Sand Pine	*Pinus clausa*
Air Plants	*Tillandsia spp.*
Hogplum	*Ximenia americana*
Wax Myrtle	*Myrica cerifera*
Dune Sunflower	*Helianthes dibilis*
Wiregrass	*Aristida stricta*
Dog Fennel	*Eupatorium capilliforme*
Broomsedge	*Andropogon virginicus*
Muhly Grass	*Amphicarpum muhlenbergii*
Greenbriar	*Smilax spp.*
Sawpalmetto	*Serenoa repens*
Wild Grape	*Vitis rotundifolia*
Lantana	*Lantana camara*
Cabbage Palm	*Sabal palmetto*
Spanish Needles	*Bidens pilosa*
Saltbush	*Baccharis halmifolia*
Periwinkle	*Vinca rosea*

MR. KASH PATEL
ENVIRONMENTAL ASSESSMENT
U.S. HIGHWAY #1 AND AVENUE O, FORT PIERCE
MARCH 31, 2004
PAGE THREE

PROTECTED SPECIES SURVEY

A field investigation and survey was made for protected species suspected to occur on-site. Upland portions of the site were surveyed through a network of parallel pedestrian transects at 10 meter intervals. Periodic random sampling stations were established throughout the site to observe for avian species.

During the study periods, numerous common birds were observed typical of urbanized areas. They included: Mockingbird, Blue Jay, and Mourning Dove. No protected species were observed on-site.

PREVIOUS IMPACTS

This parcel is bounded by a residential mobile home community to the south, vacant property to the north, U.S. Highway 1 to the east and a public park to the west. The site can be categorized as very disturbed on the eastern portion that was cleared many years ago. The western portion of the site is heavily wooded with mature dry scrubby pine flatwoods.

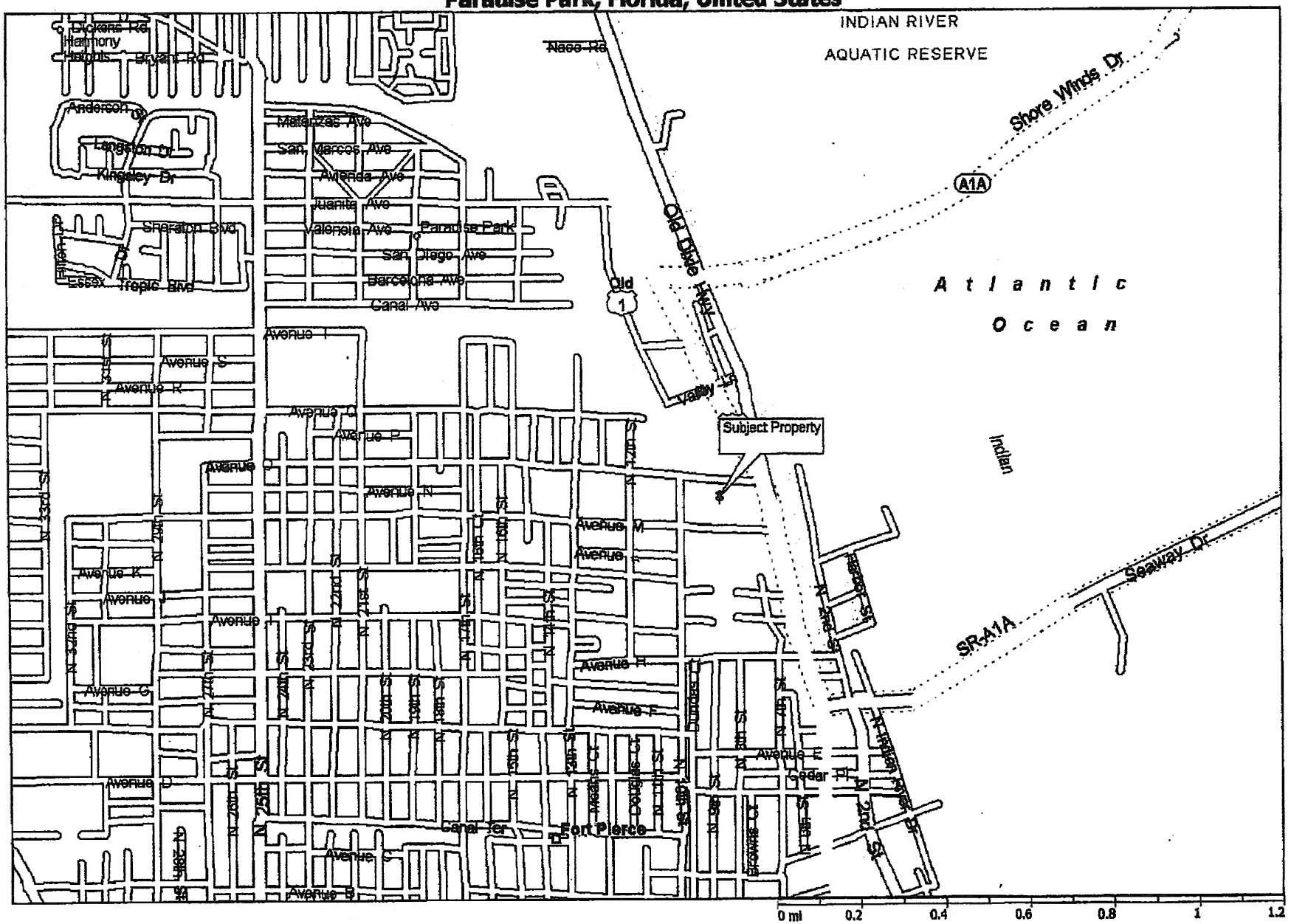
In a few isolated locations, old construction debris including large culvert pipes, concrete blocks, and old squatters camps were observed.

Should you need additional information regarding my field investigation of this site, please let me know.

Sincerely,

Wayne P. Blythe, President
BLYTHE ENVIRONMENTAL, INC.

Paradise Park, Florida, United States



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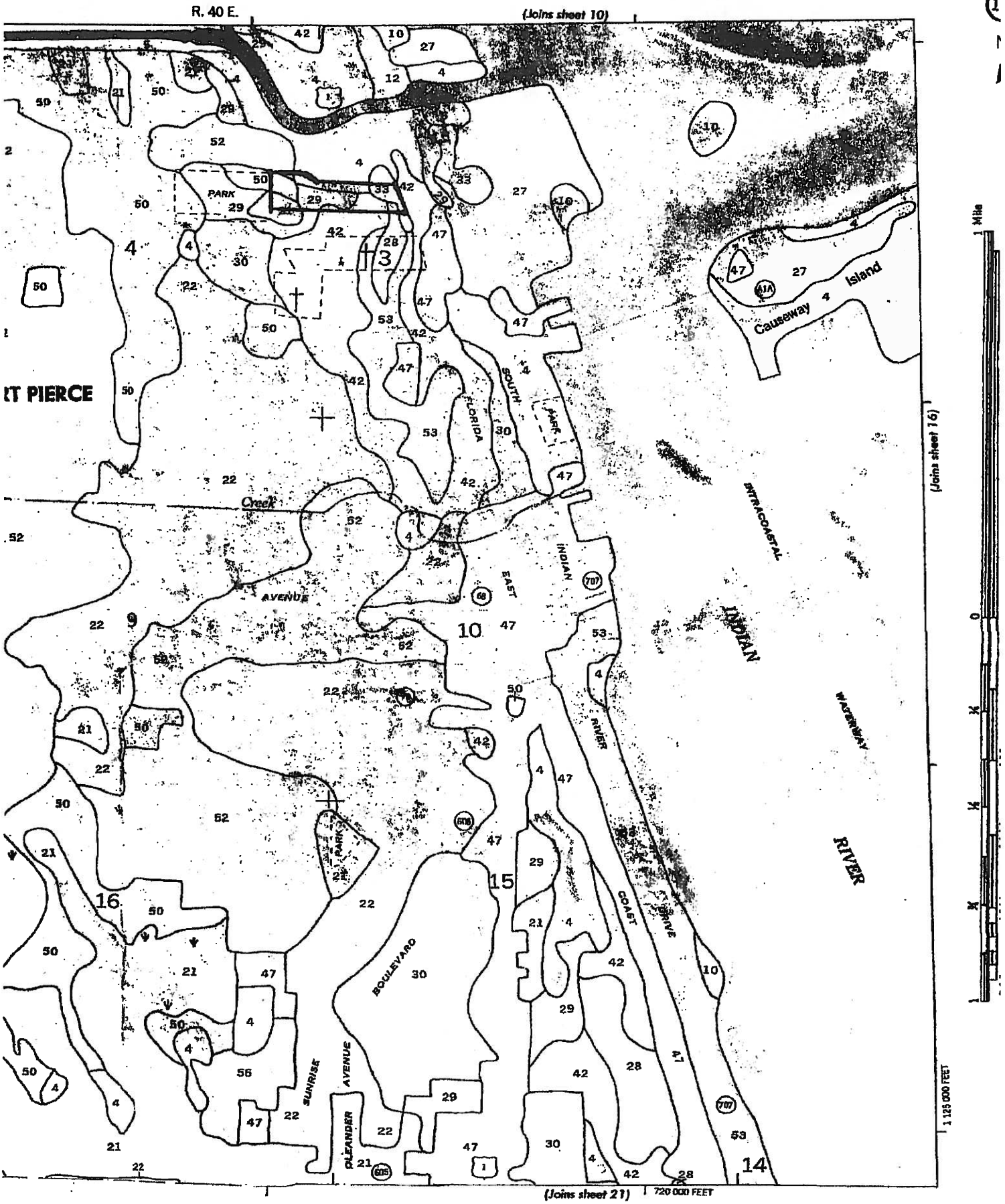
DA — SHEET NUMBER 15



Stantec Consulting Services Inc.
5172 Station Way
Sarasota FL 34233
Tel: (941) 365-5500

December 1, 2016

City of Fort Pierce Planning Department
100 North US 1
Fort Pierce, Florida 34950

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

To Whom It May Concern:

This letter serves to summarize the traffic impacts of the subject project for your approval. The Rezone proposes to change 4.42 acres from Residential (Parcel ID 2404-144-0000-000-9) and 1.57 acres of Conservation Open Space (Parcel ID 2403-233-0002-000-3) to 5.99 acres of General Commercial. The remainder of the land on Parcel ID 2403-233-0002-000-3 is already zoned General Commercial. The maximum buildout intensities are shown in Table 1.

Table 1: Existing & Proposed Maximum Development

Scenario	Land Use Designation	Maximum Density	Development Size	
			Acres	Maximum Development
Existing	Residential (R-3)	6 du/acre	4.42	26 units
	Conservation Open Space (O-1)	0.25 FAR	1.57	17,097 SF
Proposed	General Commercial (C-3)	1.0 FAR	5.99	260,924 SF

The maximum allowed proposed development of 260,924 SF of commercial development cannot physically be constructed on the site when the infrastructure required to support the development is considered. A commercial building footprint typically represents approximately 20% of the total site acreage. The remaining 80% of the site is comprised of stormwater management facilities, parking, landscaping, and lot setbacks/buffers.

This analysis evaluates both the maximum (260,924 SF) and realistic maximum (52,000 SF; 20% of 5.99 acres) development scenarios in support of the proposed rezone. The proposed rezone is located at 801 Avenue O in Fort Pierce at the corner of US 1. The location of the two parcels is shown in Figure 1.

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Source: St. Lucie County Property Appraiser, 2016

Figure 1: Project Location

Trip Generation

Traffic volumes generated by the existing and proposed zoning were estimated using the Institute of Transportation Engineers (ITE), *Trip Generation Manual – the 9th Edition (2012)*. Land Use 210 (Single-Family Detached Housing) and Land Use Code 495 (Recreational Community Center) were used for the existing zoning and Land Use Code 820 (Shopping Center) was used for the proposed zoning to estimate the daily, AM peak-hour, and PM peak-hour trip generation potential for each scenario. The trip generation results from the maximum development scenario are summarized in Tables 2 through 4 and the trip generation results from the realistic maximum development scenario are summarized in Tables 5 through 7.

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Table 2: Daily Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.92ln(x) + 2.72	50%	50%	304	152	152
	Recreational Community Center - 495	Per ksf	17,097	T = 33.82(x)	50%	50%	578	289	289
Proposed	Shopping Center - 820	Per ksf	260,924	ln(T) = 0.65ln(x) + 5.83	50%	50%	12,667	6,334	6,333
				Net Change in Trips			**11,785**	**5,893**	**5,892**

Table 3: AM Peak-Hour Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	AM Peak Trip Rate/ Equation	AM Enter Split	AM Exit Split	AM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	T = 0.70(x) + 9.74	25%	75%	28	7	21
	Recreational Community Center - 495	Per ksf	17,097	T = 2.05(x)	66%	34%	35	23	12
Proposed	Shopping Center - 820	Per ksf	260,924	ln(T) = 0.61ln(x) + 2.24	62%	38%	280	174	106
				Net Change in Trips			**217**	**144**	**73**

Table 4: PM Peak-Hour Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.90ln(x) + 0.51	63%	37%	31	20	11
	Recreational Community Center - 495	Per ksf	17,097	T = 2.74(x)	49%	51%	47	23	24
Proposed	Shopping Center - 820	Per ksf	260,924	ln(T) = 0.67ln(x) + 3.31	48%	52%	1,139	547	592
				Net Change in Trips			**1,061**	**504**	**557**

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Table 5: Daily Trip Generation – Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.92ln(x) + 2.72	50%	50%	304	152	152
	Recreational Community Center - 495	Per ksf	17,097	T = 33.82(x)	50%	50%	578	289	289
Proposed	Shopping Center - 820	Per ksf	52,000	ln(T) = 0.65ln(x) + 5.83	50%	50%	4,440	2,220	2,220
				Net Change in Trips			**3,558**	**1,779**	**1,779**

Table 6: AM Peak-Hour Trip Generation - Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	AM Peak Trip Rate/ Equation	AM Enter Split	AM Exit Split	AM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	T = 0.70(x) + 9.74	25%	75%	28	7	21
	Recreational Community Center - 495	Per ksf	17,097	T = 2.05(x)	66%	34%	35	23	12
Proposed	Shopping Center - 820	Per ksf	52,000	ln(T) = 0.61ln(x) + 2.24	62%	38%	105	65	40
				Net Change in Trips			**42**	**35**	**7**

Table 7: PM Peak-Hour Trip Generation - Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.90ln(x) + 0.51	63%	37%	31	20	11
	Recreational Community Center - 495	Per ksf	17,097	T = 2.74(x)	49%	51%	47	23	24
Proposed	Shopping Center - 820	Per ksf	52,000	ln(T) = 0.67ln(x) + 3.31	48%	52%	387	186	201
				Net Change in Trips			**309**	**143**	**166**

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Trip Distribution/Assignment

All traffic from the rezone was distributed to Avenue O, where the properties have frontage. In addition, project traffic was distributed to the segments of US 1 north and south of Avenue O. Based on existing traffic volumes, 60% of project traffic was assigned to the segment to the south and 40% was assigned to the segment to the north.

Existing Zoning Conditions

The AM and PM peak-hour traffic conditions on Avenue O and US 1 north and south of Avenue O were evaluated for the existing traffic plus traffic generated by the maximum development allowed under the existing zoning. Table 8 and Table 9 summarize the existing zoning conditions generalized level-of-service analysis and indicate that all roadways are anticipated to operate within the adopted level-of-service standard of D.

Table 8: AM Peak-Hour Existing Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	AM Pk Hr Pk Dir Volume[1]	Existing Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	33	124	C	0.230
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	20	1,601	C	0.801
Avenue O to SR A1A North	2,100	1,581	13	1,594	C	0.759

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 9: PM Peak-Hour Existing Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	PM Pk Hr Pk Dir Volume[1]	Existing Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	43	135	C	0.250
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	26	1,262	C	0.631
Avenue O to SR A1A North	2,100	1,236	17	1,253	C	0.597

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Proposed Zoning Conditions

The AM and PM peak-hour traffic conditions on Avenue O and US 1 north and south of Avenue O were evaluated for the existing traffic plus traffic generated by the maximum development allowed under the proposed zoning. This was conducted for both the maximum and realistic maximum scenarios. Table 10 and Table 11 summarize the maximum proposed zoning conditions generalized level-of-service analysis and indicate that during the PM peak-hour Avenue O will exceed the adopted level-of-service standard of D.

Table 10: AM Peak-Hour Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	AM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	174	265	C	0.491
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	104	1,685	C	0.843
Avenue O to SR A1A North	2,100	1,581	70	1,651	C	0.786

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 11: PM Peak-Hour Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	PM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	592	684	F	1.267
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	355	1,591	C	0.796
Avenue O to SR A1A North	2,100	1,236	237	1,473	C	0.701

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 12 and Table 13 summarize the realistic maximum proposed zoning conditions generalized level-of-service analysis and indicate that all roadways are anticipated to operate within the adopted level-of-service standard of D.

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Table 12: AM Peak-Hour Realistic Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	AM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	65	156	C	0.289
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	39	1,620	C	0.810
Avenue O to SR A1A North	2,100	1,581	26	1,607	C	0.765

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 13: PM Peak-Hour Realistic Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	PM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	201	293	C	0.543
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	121	1,357	C	0.679
Avenue O to SR A1A North	2,100	1,236	80	1,316	C	0.627

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Conclusion

Assuming the maximum intensity/density development under the proposed zoning, the rezone will create any adverse impact to Avenue O during the PM peak-hour. Avenue O during the AM peak-hour as well as US 1 during both the AM and PM peak hours will operate at level-of-service C, just like the existing zoning conditions.

Assuming the realistic maximum intensity/density development under the proposed zoning, the rezone will not create any adverse impacts to Avenue O or US 1 during the AM and PM peak hours. The roadways will operate at level-of-service C, just like the existing zoning conditions.

Appropriate transportation mitigation and proportionate fair-share payments, if required, shall be addressed at the development order stage when a detailed development plan is created.

Sincerely,

Stantec Consulting Services Inc.

Matthew R. Crim, P.E., PTOE
Transportation Engineer
Ph: 832-523-9111
matt.crim@stantec.com

Level of Service & Traffic Mitigation

The Code requires that the traffic analysis be conducted using the maximum build out scenario, allowing up to 260,924 square feet of commercial use on a 5.99 acre parcel. Using this scenario, the level of service on Avenue O during the PM peak hour drops from “C” to “F”. The AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at “C.” See Trip Generation Letter for more details.

Although the Code requires a full build out scenario, a more likely build out scenario is 20% of the lot size, allowing a maximum of 52,184 square feet of commercial use. This is due to the fact that commercial centers are typically one story and have needed improvements on the site such as parking, drainage and landscaping that will consist of typically 80-85% of the site. Based on this scenario, the level of service will remain at a level of service C for all roadway segments for both the AM and PM Peak Hour Trips.

A more detailed traffic impact analysis based on the actual constructed building square footage will be conducted at the time of site plan application submittal; with this land use plan amendment and zoning atlas amendment, the following mitigation options are provided to address the level of service on Avenue O for the PM peak hour:

1. Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at “C.”

2. Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at “C.”

Although the maximum build out scenario will not adversely impact the level of service on US 1, this application provides mitigation options to assist in relieving traffic at the intersection of US 1 and Avenue O. Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential, Multi-Family	Residential, Medium	R-4
South	Park/Residential, Single-Family	Conservation Open Space/Residential, Low	O-1/R-1
East	Vacant Land	General Commercial	C-3
West	Park	Conservation Open Space	O-1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Residential, Low/Conservation Open Space	R-3/O-1	RL: 6 DU/acre = 26 units COS: 17,097 sq. ft.	4.42 RL 1.57 COS	X
Proposed	General Commercial	C-3	260,924 sq. ft.	5.99	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(.125) = 2,137 **Total: 8,807**
Proposed Zoning	Total gallons per day: 260,924(.125) = **32,615**
Change in Demand	**Total gallons per day: 32,615 – 8,807 = Increase of 23,808**

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(0.1) = 1,709 **Total: 8,379**
Proposed Zoning	Total gallons per day: 260,924(0.1) = **26,092**
Change in Demand	**Total gallons per day: 26,092 – 8,379 = Increase of 17,713**

C. Parks and Recreation (Residential Classifications Only): N/A
(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): N/A
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	R-3: 4 yards
Proposed Zoning	None
Change in Demand	**Decrease in 4 yards**

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	As this site is currently unimproved, there is no drainage provided on site. Drainage improvements will be designed at the time the of site plan submittal to provide for on-site drainage. All improvements will be designed to meet the level of service required.

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	882 Trips	63 AM Trips/78 PM Trips
Proposed Zoning	12,667 Trips	280 AM Trips/1,139 PM Trips
Change in Demand	+ 11,785 Trips	+ 217 AM Trips/+1,061 PM Trips
Impact to Capacity	Avenue O changes from LOS C to F for the PM Peak Hour & US 1 remains at LOS C *See attached Trip Generation Letter & Impact Statement for Mitigation Options	

III. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [X] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: 0 Single Family: 0 Multifamily: 0
Non-residential (square footage): 260,924 sq. ft.
Mixed-use (describe use): N/A
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA: N/A

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA

Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
Phase I Total	**1**	**260,924**	**5.99**		

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [X] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [X] No
If yes, what is the size of the structure(s) to be demolished or re-used?

2. What is the current use of the structure to be demolished or re-used? N/A

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [X] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: None

** Complete section if requesting a change in zoning, future land use, or expanding

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.

6. APPROVAL OF MINUTES

a. Minutes from the January 10, 2017 meeting

Motion was made by Robert Poitier, and seconded by John George to approve the minutes from the January 10, 2017 meeting.

AYE: **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

7. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Comprehensive Plan Future Land Use Map Amendment – Blue Water Properties - 1190 Avenue O**

Mr. Benton gave an overview of the application and answered questions from the Board regarding usage of the property.

Amanda Martinez, Blue Water Properties, Applicant Representative, stated the intent is to design the property as one commercial center that is compatible with the adjacent uses in the neighborhood. Ms Martinez answered questions from the Board.

No one spoke against the application.

Motion was made by Marcia Baker, and seconded by John George to recommend approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (NC) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.

AYE: **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

8. NEW BUSINESS

a. **Zoning Atlas Amendment - Blue Water Properties – 1190 Avenue O**

Mr. Benton gave a brief overview of the Zoning Atlas Amendment and stated it is a coupled request with item 7a.

No one spoke for or against the project.

Motion was made by Marcia Baker, and seconded by John George to recommend approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (C-2) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.

AYE: **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

b. **Abandonment - Segment of North 10th Street between Avenue M & Avenue O**

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 Marcia Baker, and seconded by John George to forward a recommendation to approve the requested abandonment.

AYE: **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **Chairman Bob Burdge**

Passed

c. **Conditional Use - Advanced Scholars Christian Academy - 616 Orange Avenue**

Mr. Creagan gave an overview of the application.

Sherria Baptiste, Representative, spoke on behalf of the school and answered questions from the Board regarding teacher certification and the limited playground area.

Mike Menard, Representative from Architectonic, stated he is working with Ms. Baptiste to make sure the school is compliant with the educational requirements for building code, life safety and ADA.

Richard Shoy spoke in favor of the project.

Motion was made by Robert Poitier, and seconded by John George to forward a recommendation to the City Commission for approval of the Conditional Use with No New Construction to operate a private K-8 school that will accommodate 135 (one hundred thirty five) students 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.

AYE: **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Chairman Bob Burdge**

Passed

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

RECEIVED
MAR 24 2017
FINANCE
DEPARTMENT

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	1529284	Meetings: 4/3/17 & 4/17/17: 5 ORDS	Meetings

Pub Dates
March 19, 2017

Sworn to and subscribed before me this day of, March 17, 2017, by

Sherri Cipriani, who is

(X) personally known to me or

( ) who has produced _____ as identification.

Sandra Coldren
Sandra Coldren Notary Public

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

Public Notices

ny and evidence upon which the appeal is to be based (section 286.0105, Florida Statutes).

Town of Sewall's Point, Florida
Lakisha Q. Burch, CMC,
Town Clerk
Pub: March 19, 2017
TCN 1520960

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to the Sec. 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, April 3rd, 2017, hold a Public Hearing 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 the following Conditional Use applications:

1) Review and approval of an application for a Conditional Use with No New Construction, submitted by the Applicant; Joanne Albarelli to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 408 S. Ocean Drive, Unit B, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-502-0004-020-2).

2) Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners and Applicants; Robert & Deborah Sacks to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 655 Hernando Street, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-503-0026-020-5).

3) Review and Approval of an application for Site Plan & Design Review, submitted by property owners, NNN/1031 #16 Jenkins LLC, and applicant, Kristen Ferretti of Corporate Property Services, to construct a new 4,989 sq. ft. restaurant with drive-thru service at 5560 Okeechobee Road, Fort Pierce, FL. The properties are zoned General Commercial, C-3 zone. (Parcel IDs: 2419-603-0002-000-7 & 2419-603-0005-000-8.)

4) Application submitted by Sweetie's Diner, LLC is requesting to secure a 2COP – Beer and Wine License to offer sale of alcohol, at 2625 S. US Highway 1, Fort Pierce, Florida; for consumption on premises. The sale or distribution of alcoholic beverages for consumption on premises requires a variance from Sec. 3-7 and Sec. 3-11 to operate within 1,600 feet of a church, school or other licensed establishments. The property is zoned C-3, General Commercial Zone (Parcel ID 2422-602-0249-000-7).

All interested parties may appear at the meeting and be heard with respect to the applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or online at www.CityofFort-Pierce.com.

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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 19, 2017
TCN 1530211

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143, 22-131, and 17-1 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187? of Florida State Statutes, will on Monday, April 3rd, 2017 and Monday, April 17th, 2017 hold Public Hearings on the enactment of the proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

1) Ordinance 17-010 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 GENERALLY AT 900 AVENUE O FROM COS, CONSERVATION OPEN SPACE TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2403-233-0002-000-3

2) Ordinance 17-011 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED GENERALLY AT 900 AVENUE O FROM GENERAL AND RECREATIONAL OPEN SPACE ZONE, OS-1, TO GENERAL COMMERCIAL ZONE, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2403-233-0002-000-3

3) Ordinance 17-012 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 GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM RL, LOW DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; AND NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2404-144-0000-000-9

4) Ordinance 17-013 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM SINGLE FAMILY MODERATE DENSITY RESIDENTIAL ZONE, R-3, TO GENERAL COMMERCIAL ZONE, C-3 AND NEIGHBORHOOD COMMERCIAL ZONE, C-2; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2404-144-0000-000-9

5) Ordinance 17-014 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ABANDONING A PORTION OF NORTH TENTH STREET RIGHT-OF-WAY, LYING SOUTH OF AVENUE O WITHIN THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the applications. Said applications 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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 19, 2017
TCN 1529284

Request for Bids

PUBLIC NOTICE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SDIRC 12-0-2017/JC
Band Room Renovation and Exterior Gate Replacement at Sebastian River High School

Participation in this bid is restricted to prequalified contractors. Sealed bids for a summer project for band room renovation and exterior gate replacement at Sebastian River High School will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until 2:00 p.m. on March 30, 2017 at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered. The estimated cost of this project is $350,000. Bonding will be required. Drawings provided by Edlund, Dritenbas and Binkley Architects & Associates. All projects are subject to funding and cannot be guaranteed. Deadline for completion of this project is August 1, 2017.

A non-mandatory pre-bid meeting has been scheduled on March 14, 2017 at 10:00 am at Sebastian River High School, 9001 90th Avenue Sebastian, FL 32958. Please meet in the main office to sign in.

Completed form(s) must be returned by: 2:00 p.m. on March 30, 2017 and shall be clearly marked: ITB 12-0-2017/JC Band Room and Gates at SRHS

The bid document, drawings and specifications may be downloaded from the Onvia DemandStar website at http://www.demandstar.com or by contacting Jeff Carver.

NOTE: ALL PROSPECTIVE BIDDERS/RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE INDIAN RIVER COUNTY SCHOOL BOARD, STAFF OR CONSULTANTS REGARDING THIS BID OTHER THAN THE SPECIFIED CONTACT PERSON.

Jeff Carver, CPPO,
Director of Purchasing
6055 62nd Avenue
Vero Beach, FL 32967
772.564.5050
Pub: March 11, 12, 19, 2017
TCN 1521662

REQUEST FOR QUALIFICATIONS

RFQ # 2017048

Engineering Consulting Services for Landfill Closure, Landfill Gas System Expansion, and Cell Construction

In compliance with Consultants' Competitive Negotiation Act (CCNA), Florida Statute Section 287.055, the Indian River County Solid Waste Disposal District (SWDD), a special dependent district of Indian River County (IRC), is issuing this Request for Qualifications (RFQ) for professional Engineering Consulting Services related to landfill closure, landfill gas system expansion and cell construction projects for the next 10 years. This includes design, permitting, procurement and construction services.

Detailed specifications for the above referenced RFQ are available from www.demandstar.com or by contacting the Indian River County Purchasing Division at (772) 226-1416, or purchasing@ircgov.com.

Deadline for receipt of one original and five (5) copies of Statements of Qualifications (SOQs) in response to the RFQ to the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 is 2:00 p.m. Friday, April 7, 2017.

Initial screening, ranking, final ranking and negotiations will be in accordance with the CCNA procedures. The SWDD Board reserves the right to accept or reject any and all submittals and to waive all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY
Pub: March 19, 2017
TCN 1529617

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

Indian River County
Bid #2017038
Lateral D Canal Restoration

Detailed specifications are available at: www.demandstar.com or by contacting the Purchasing Division at (772) 226-1416 or purchasing@ircgov.com.

Deadline for receipt of bids has been set for 2:00 P.M. on April 12, 2017. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

A Mandatory pre-bid conference will be held on March 28, 2017 at 10:00 AM at the project site located at Egret Marsh Stormwater Park's Lateral D Canal pump station at 7420 4th Street, Vero Beach, Florida 32968 (on the north bank of the Lateral D Canal north of 4th Street and approximately 150 feet west of 74th Avenue).

BID SECURITY in the sum of not less than five percent (5%) of the total bid must accompany each bid over $25,000.

The Board of County Commissioners reserves the right to accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY
Pub: March 19, 2017
TCN 1528740

PUBLIC NOTICE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SDIRC 11-0-2017/JC
PE Field Drainage Improvements and Repave Car/Bus Loop Gifford Middle School

Participation in this bid is restricted to prequalified contractors. Sealed bids for a summer project for drainage and repaving at Gifford Middle School will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until 2:00 p.m. on March 30, 2017 at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered. Scope of work includes alterations and/or additions to the drainage infrastructure of the activity fields and parking improvements as per drawings provided by Schulke, Bittle & Stoddard. The estimated cost of this project is $320,000. Bonding will be required. All projects are subject to funding and cannot be guaranteed. Deadline for completion of this project is August 1, 2017.

A non-mandatory pre-bid meeting has been scheduled on March 15, 2017 at 10:00 am at Gifford Middle School, 4530 28th Court Vero Beach, FL 32967. Please meet in the main office to sign in.

Completed form(s) must be returned by: 2:00 p.m. on March 30, 2017 and shall be clearly marked: ITB 11-0-

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City Commission Regular Meeting **11.A.2.**

Meeting Date: 04/17/2017

Re: Ordinance 17-013 - Zoning Atlas Amendment - 1000-1190 Avenue O

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-013 Amending the Zoning Atlas of the City of Fort Pierce to rezone property located at 1000 - 1190 Avenue O from Single-family Moderate Density (R-3) to General Commercial (C-3) & Neighborhood Commercial (C-2) SECOND READING

SUMMARY:

- The applicant is requesting the approval of a Zoning Atlas Amendment (Rezoning), for 5.99 acres of property, to place the properties within the General Commercial (C-3) and Neighborhood Commercial (C-2) zones.
- The affected property within Ordinance 17-013 totals 4.42, and is situated along the south side of Avenue O, west of an unopened extension of 10th Street right-of-way, which the applicant is concurrently seeking abandonment.
- The applicant is seeking approval of a concurrent request to amend the Future Land Use designation of the subject property from Low Density Residential (RL) to General Commercial (GC) and Neighborhood Commercial (NC).
- The applicant is seeking to extend the General Commercial district to encompass the subject property to provide greater opportunity to advance the property as a commercial hub, providing access to retail, grocery, and consumer services along the US Highway 1 corridor.
- A total of 38 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of March 22nd, 0 responses have been received. An update will be provided to the City Commission at the public hearing.
- The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request.

RECOMMENDATION:

Approval

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

The taxable value of the subject site is likely to increase with commercial development capacity which would result in an increase in ad-valorem tax revenue.

Attachments

Draft Ordinance 17-013 (to be replaced by final formatted version)
CC Staff Report
Aerial & Zoning Map
Application & Support Documents
PB Minutes 2.14.17 - Project Marked
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/27/2017 02:44 PM

Form Started By: Kori Benton
Started On: 03/22/2017 03:04 PM
Final Approval Date: 04/04/2017

ORDINANCE NO. 17-013

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** PROPERTY LOCATED GENERALLY BETWEEN **1000 AND 1190 AVENUE O** FROM SINGLE FAMILY MODERATE DENSITY RESIDENTIAL ZONE, R-3, TO GENERAL COMMERCIAL ZONE, C-3 AND NEIGHBORHOOD COMMERCIAL ZONE, C-2; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is located between 1000 and 1190 Avenue O within the City of Fort Pierce, Florida, representing 4.42 acres of land.

WHEREAS, the subject site is presently designated Single Family Moderate Density Zone (R-3) zone; and

WHEREAS, the applicant seeks rezoning of the subject 4.42 acre site, Parcel ID: 2404-144-0000-000-9 from of Single Family Moderate Density Zone (R-3) to General Commercial (C-3) zone for the eastern 310 ft. and Neighborhood Commercial (C-2) zone for the western 350 ft. of the site.

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 described properties are hereby rezoned as follows:

Parcel ID: 2404-144-0000-000-9: From the SE corner of the NE 1/4 of Section 4, Township 35 South, Range 40 East run North 0 deg. 18'58" West, 396 feet to the Point of Beginning of the lands herein described: From said Point of Beginning run South 89 deg. 41'02" West, 660.00 feet, thence North parallel to the East line of Section 0 deg. 18'5811 West 332.28 feet more or less to South right of way of Avenue "O", thence North 89 deg: 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 deg. 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, are 138 feet more or less; thence South 0 degrees 18'58" east 185 feet more or less to the Point of Beginning.

All lying and being In Section 4, Township 35 South, Range 40 East, In St. Lucie County, Florida.

and further depicted on Exhibit "A", attached hereto and incorporated herein. The eastern 310 ft. of said property being rezoned from Single Family Moderate Density Residential Zone (R-3) to General Commercial (C-3); said property being generally located at 1000 Avenue O in Fort Pierce, Florida. The western 350 ft. of said property being rezoned from Single Family Moderate Density Residential

Zone (R-3) to Neighborhood Commercial (C-2); said property being generally located at 1100 Avenue O 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. 17-013 was duly advertised by title only in the St. Lucie News Tribune on March 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 April 3rd, 2017; and was duly introduced, read by title only, and passed on second and final reading April 17th, 2017 by the City Commission of the City of Fort Pierce, Florida.

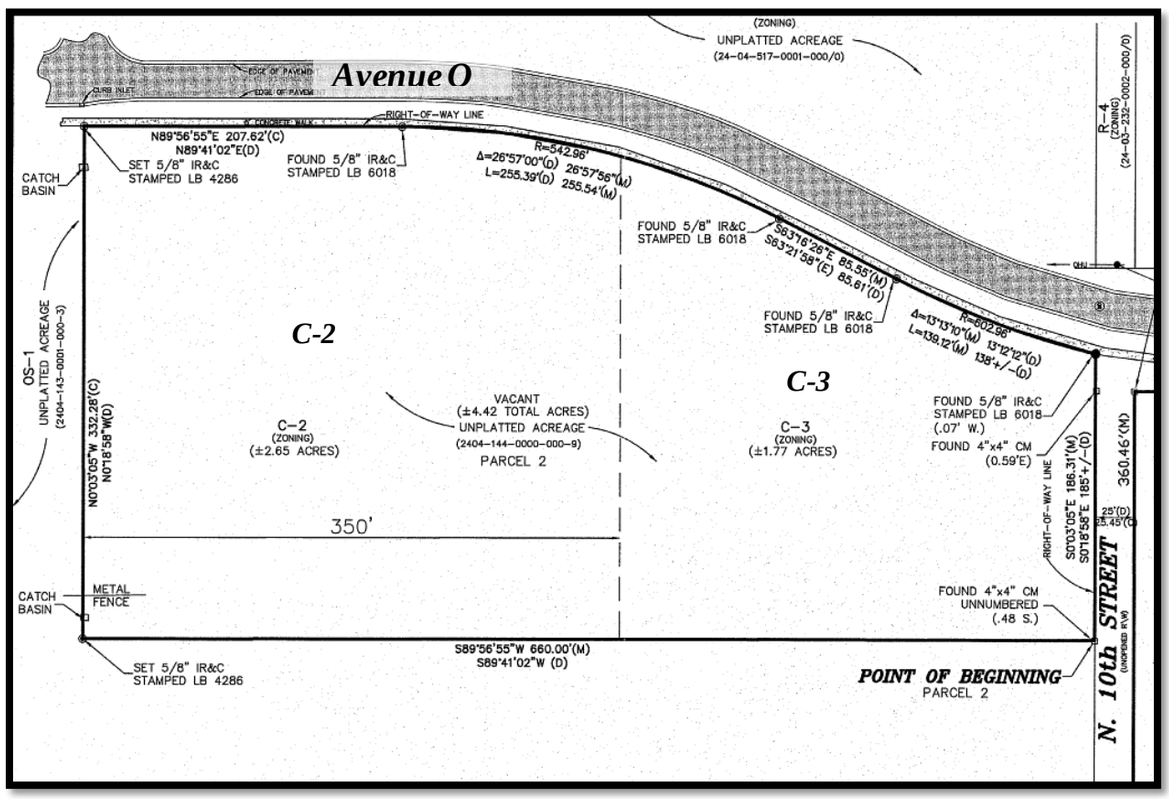
IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 18th day of April, 2017.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

EXHIBIT A
Sketch & Legal Description
Parcel ID: 2404-144-0000-000-9



B. **Parcel ID: 2404-144-0000-000-9:** From the SE corner of the NE 1/4 of Section 4, Township 35 South, Range 40 East run North 0 deg. 18'58" West, 396 feet to the Point of Beginning of the lands herein described: From said Point of Beginning run South 89 deg. 41'02" West, 660.00 feet, thence North parallel to the East line of Section 0 deg. 18'5811 West 332.28 feet more or less to South right of way of Avenue "O", thence North 89 deg: 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 deg. 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, are 138 feet more or less; thence South 0 degrees 18'58" east 185 feet more or less to the Point of Beginning.

All lying and being In Section 4, Township 35 South, Range 40 East, In St. Lucie County, Florida.

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: **Ordinances 17-011 & 17-013 - Zoning Atlas Amendments**
General Commercial (C-3) & Neighborhood Commercial (C-2)
900 – 1190 Avenue O

DATE: March 22, 2017

STAFF REPORT

Owners:
Blue Water LLC.
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Representative:
Amanda Martinez
Martinez Planning Associates, LLC
115 Citrus Park Circle
Boynton Beach, FL 33436

Requested Action:
Approval of Zoning Atlas Amendments (Rezoning) from Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1) to General Commercial (C-3) & Neighborhood Commercial (C-2)

Location:
900 – 1190 Avenue O

Parcel IDs:
2404-144-0000-000-9 & 2403-233-0002-000-3 (western 190 ft.)

Current Zoning:
Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1)

Proposed Zoning:
General Commercial Zone (C-3) & Neighborhood Commercial (C-2)

Surrounding Zoning:

North	East	South	West
R-4	C-3	R-3	OS-1

Parcel(s) Size:
4.42 & 1.57 acres

Utilities:
Located within the FPUA Retail Service Area

Staff Analysis:

The applicant is requesting the approval of a Zoning Atlas Amendment (Rezoning), for 5.99 acres of property, to place the properties within the General Commercial (C-3) and Neighborhood Commercial (C-2) zones. The affected property is held between two (2) parcels of land, segmented by an unopened extension of 10th Street right-of-way, which the applicant is concurrently seeking abandonment of. The western parcel, representing 4.42 acres, is within the Single-family Moderate Density (R-3) and the affected segment of the eastern parcel is within the General Recreational Open Space (OS-1).

The applicant seeks approval of a concurrent request to amend the Future Land Use designation of the subject parcels from Low Density Residential (RL) and Conservation Open Space (COS) to General Commercial (GC) and Neighborhood Commercial (NC).

The subject sites are located on the south side of Avenue O between Ilous Ellis Park (12th Street) and the US Highway 1 corridor. The sites are predominantly covered with vegetation, including pine, oak, and palm trees, as well as palmettos. The remaining property, 6.88 acres, held by the applicant to the east is within the General Commercial, C-3 district. The applicant seeks to couple the properties, with commercial designations, to market the properties for commercial development along US Highway 1.

History

The entire property held by the applicant, 12.87 acres collectively, previously held a Future Land Use designation of RL, Low Density Residential and a zoning designation of R-3, Single-family moderate density residential until action by the City Commission in 1988 amended the land use and zoning of the eastern 8.45 acres. Ordinances I-293 & I-294 provided the existing General Commercial, C-3 designation for the eastern 6.88 acres abutting US Highway 1, while the remaining 1.57 acres of this parcel was placed within the General Recreational Open Space (OS-1) district to provide a buffer between the desired commercial development fronting US Highway 1, and the residential development and recreational park established to the west.

The applicant is seeking to further the extension of the commercial designation to provide greater opportunity to advance the property as a commercial hub, providing access to retail, grocery, and consumer services along the US Highway 1 corridor, accessible from mainland and island residents.

Proposed Amendments & District Comparison

Figure 1 presents the land holdings of the applicant, the current zoning and land use designations, and proposed amendments for the collective sites. The outcome sought would provide an expansion of the General Commercial district, providing a transitional segment of the site within the Neighborhood Commercial zone.

Figure 1

Table 1 demonstrates basic use standards for development capacity within the existing and proposed designations for the subject site.

Table 1: Existing and Proposed Site Data – Zoning & Land Use

	Existing		***Proposed***	
Zoning	R-3	OS-1	C-3	C-2
Future Land Use (FLU)	RL	COS	GC	NC
Non-Residential Maximum Floor Area Ratio (FAR) Permitted	-	.25	1.0	.5
Maximum Lot Coverage Permitted	35%	40%	60%	60%
Maximum Height	28 ft. / 35ft	35 ft.	65 ft.	45ft.
Residential Density Allowance	1-6.5 du/ac	N/A	15 du/ac * Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.	10 du/ac * Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation

As demonstrated in Table 1, the maximum permitted non-residential floor area ratio (FAR) for the subject properties would increase to allow an FAR of 1.0 and .5 under the proposed amendments. Additionally, the maximum permitted lot coverage (area covered by buildings) would increase to 60%, allowing for more intense development of the properties. The expanded development capacity pursued by the applicant is primarily for consideration of options

such as grocery stores, retail sales and service, office uses, and restaurants. The General Commercial and Neighborhood Commercial districts also allow for vertical mixed-use development scenarios and variety of commercial users.

Table 2 demonstrates use type data for the proposed zoning designations for the subject site.

Table 2: Proposed Site Data

	Proposed	
Zoning	**C-2**	**C-3**
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 district is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. This district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities.
Permitted Uses Exclusive to District	• Coffee Shop • Administrative, Professional, General, Medical Office • Bed & Breakfast • Grocery or Liquor Store • Neighborhood Commercial Sale	• Eating and Drinking Establishments • Administrative, Professional, General, Medical Offices • Grocery or Liquor Stores • Laundry & Dry Cleaners • Entertainment, Indoor • Bar or Nightclub • Boat Sales • Overnight Accommodations • Retail Sales and Service • Vehicle Sales and Service • Fueling Station • Truck Stop
Conditional Uses Exclusive to District	• Community Center • Daycare Center • Brew Pub • Neighborhood Café • Restaurant & Bar • Medical and Dental Clinic	• Multi-Dwelling Building(s) • Medical Facilities • Entertainment, Outdoor • Wholesale Trade • Vehicle Storage

The zoning designations proposed shift the development objective from residential and recreational open space to commercial, providing a great variety of commercial activities, mixed-use situations, and increased enterprise concentrations when property size and infrastructure access enable such development. The amendment would create

the capacity to establish an extensive set of retail, entertainment, service, and even limited industrial establishments, while maintain a transition area of neighborhood compatible uses to the west end of the sites.

As noted with the land use amendment request, the applicant seeks to increase prospects of promoting a commercial center strategically located between north and south causeways, adjacent to the Port of Fort Pierce, and accessible to adjacent residential areas.

Potential Traffic Impacts

The presented zoning atlas amendment presents the capacity for an increase in traffic volume and impacts upon build-out. The extent of the traffic impacts and mitigation options for roadway improvements will be more definitively quantified at the site of development consideration. Avenue O is presented a two lane, undivided roadway, with design challenges associated with expanding capacity at its intersection with US Highway 1. Presently, Avenue O experiences traffic generation associated with established residential neighborhoods, proximity to Ilous Ellis Park, and its support linkage to Frances K. Sweet Elementary and Lincoln Park Academy. Preliminary analysis of development capacity of the subject property has been completed, and the applicant has identified conceptual mitigation options. Options include pursuit of designated turn lanes to access the site, connectivity to Avenue M to disperse assignment of trips generated, and possibly advance of a lighted intersection at US Highway 1, if development impacts would justify such consideration. Further evaluation, pursuant to the City's concurrency requirements, in coordination with the Florida Department of Transportation (FDOT) will be necessary with the advance of a development plan for commercial activity.

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 advances many of the Goals, Objectives, and Policies of the City's Comprehensive Plan, and is consistent with the concurrent request to amend the Future Land Use Designation of the site, as the site fronts the major roadway corridor of US Highway 1, providing encouragement of commercial activities with higher intensity near major intersections. This furthers *Objective 1.10 to promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.* This objective advanced through implementation of *Policy 1.10.2* to ensure that the FLU Map allocates sufficient lands for commercial and industrial purposes to serve future growth needs of the City. The applicant seeks to increase the availability of general commercial land adjacent to the US Highway 1, accessible to mainland and island development while providing a definitive transition from intense commercial uses desired along US Highway, stepping down intensity towards established residential development and active parklands.

Further, the applicant is aware that any future development should advance City Comprehensive Plan Objective 7.2, and policy 7.2.4 by *integrating a proportionate amount of open space and recreation area to be provided by both private enterprise and public agencies* by consideration of partnership that may include mechanisms such as minor land dedications, in favor of recreation and open space credits, and/or transfer of development rights. Design of a future development should embrace the surrounding uses, providing

appropriate transition to the adjacent parklands and residential housing, augmenting the introduction of commercial activities.

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. Review comments provided by the Technical Review Committee are provided for further review.

Property Owner Response Summary:

A total of 38 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of March 22nd, 0 responses have been received. An update will be provided to the City Commission at the public hearing.

Planning Board

The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request with the recommendation guided by staff. The applicant has revised the requests to incorporate said recommendation to provide a neighborhood commercial buffer at the western end of the sites.

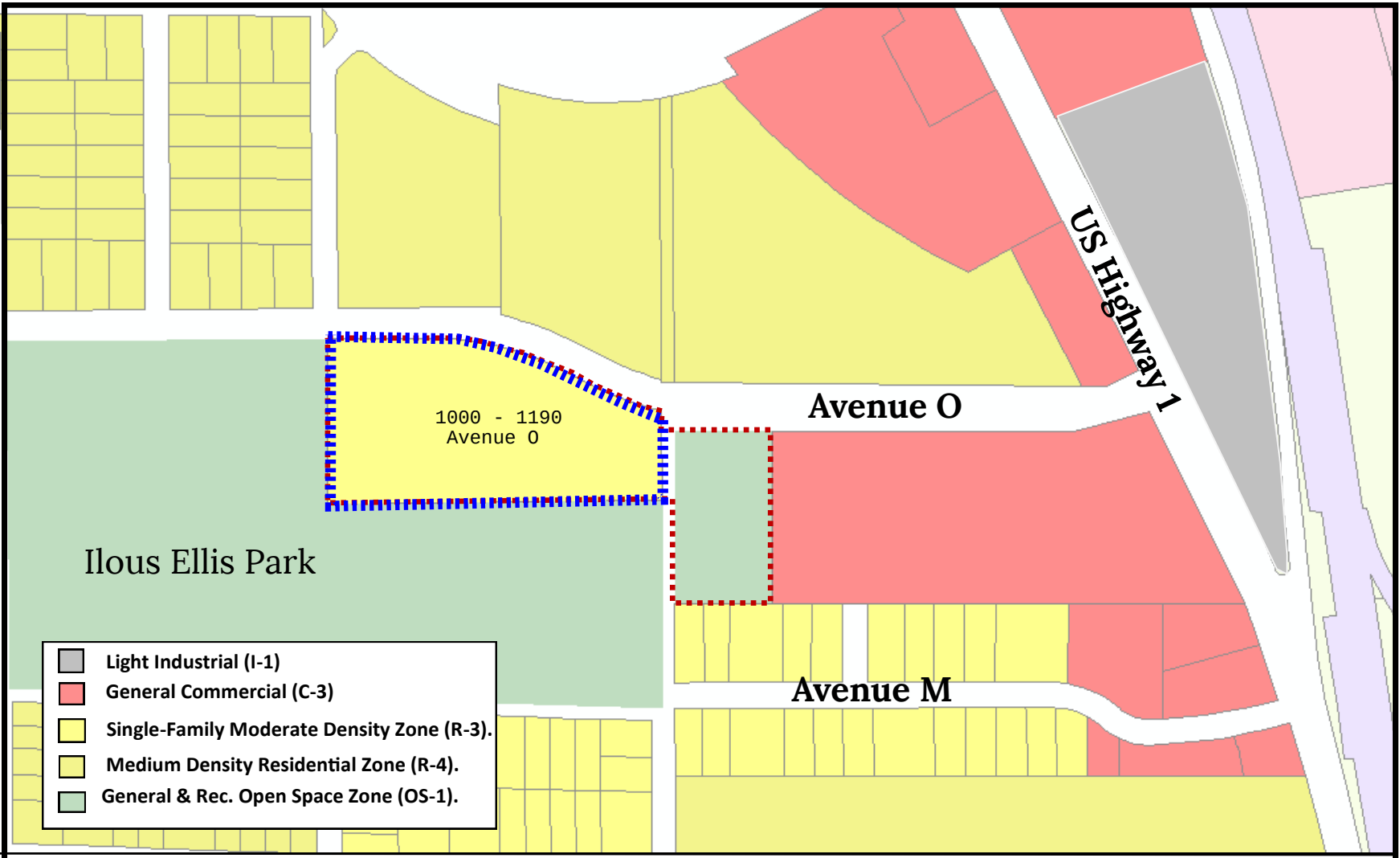
Staff Recommendation:

The proposed amendment meets the criteria specified in Section 22-131 of the City Code and promotes and protects the public health, safety and general welfare; therefore Staff recommends **approval** of the proposed amendment.

THE SUNRISE CITY FORT PIERCE Florida

Blue Water Properties

Site Aerial



THE SUNRISE CITY
FORT PIERCE
Florida

Blue Water Properties–Zoning Map

900 – 1190 Avenue O

N
W
E
S

01 Zone Atlas Map Amendment Application 1
02 Final Survey 6
03 Warranty Deeds & Legal Descriptions 7
04 St Lucie County Property Record Cards 13
05 Zoning Atlas Map Amendment Statement of Need 15
06 Environmental Assessment 19
07 Trip Generation Letter 24
08 Traffic Mitigation and Level of Service Statement 32
09 Capacity Analysis 33

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: 801 Avenue O
2. Property Tax ID(s): 2403-233-0002-000-3 & 2404-144-0000-000-9
3. Total Acreage: 5.99
4. Existing Future Land Use Classification: 1.57 Acres Conservation Open Space & 4.42 acres Residential, Low
5. Existing Zoning Classification: O-1 (Gen. & Recreational Open Space) & R-3 (Single Family Moderate Density)
6. Proposed Zoning Classification: C-3 (General Commercial)

{00087398.DOC. 1 }

7. Other applications being submitted concurrent with this application, if any: Zoning Atlas Amendment & Abandonment

8. Describe the existing uses, improvements and structures on the amendment lands: None, vacant land

9. Are there any identified or possible historical structures on the amendment lands? No, vacant land

10. The reason for making this request: To change the land use designation to match the land use designation to the east (General Commercial) so the parcels can be developed as one commercial site.

11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential, Multi-Family	Residential, Medium	R-4
South	Park/Residential, Single-Family	Conservation Open Space/Residential. Low	O-1/R-1
East	Vacant Land	General Commercial	C-3
West	Park	Conservation Open Space	O-1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Residential, Low/Conservation Open Space	R-3/O-1	RL: 6 DU/acre = 26 units COS: 17,097 sq. ft.	4.42 RL 1.57 COS	X
Proposed	General Commercial	C-3	260,924 sq. ft.	5.99	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(.125) = 2,137 **Total: 8,807**
Proposed Zoning	Total gallons per day: 260,924(.125) = **32,615**
Change in Demand	**Total gallons per day: 32,615 – 8,807 = Increase of 23,808**

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 x 100 gpd = demand) Other: 0.1 gallons per day per square foot

Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(0.1) = 1,709 **Total: 8,379**
Proposed Zoning	Total gallons per day: 260,924(0.1) = **26,092**
Change in Demand	**Total gallons per day: 26,092 – 8,379 = Increase of 17,713**

C. Parks and Recreation (Residential Classifications Only): N/A
(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): N/A
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	R-3: 4 yards
Proposed Zoning	None
Change in Demand	**Decrease in 4 yards**

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	As this site is currently unimproved, there is no drainage provided on site. Drainage improvements will be designed at the time the of site plan submittal to provide for on-site drainage. All improvements will be designed to meet the level of service required.

G. Transportation Analysis:
Most recent ITE Code for use; HCM Roadway Capacity

	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum

Current Zoning	882 Trips	63 AM Trips/78 PM Trips
Proposed Zoning	12,667 Trips	280 AM Trips/1,139 PM Trips
Change in Demand	+ 11,785 Trips	+ 217 AM Trips/+1,061 PM Trips
Impact to Capacity	Avenue O changes from LOS C to F for the PM Peak Hour & US 1 remains at LOS C *See attached Trip Generation Letter & Impact Statement for Mitigation Options	

12. Name of Owner(s): Blue Water, LLC
Mailing Address: 312 SE 17th St. 2nd Floor
City: Fort Lauderdale State: FL Zip: 33316
Phone # 954-767-6333
E-mail: DSaavedra@saavlaw.com

13. Name of Applicant: Blue Water, LLC
Mailing Address: 312 SE 17th St. 2nd Floor
City: Fort Lauderdale State: FL Zip: 33316
Phone # 954-767-6333
E-mail: DSaavedra@saavlaw.com

14. Name of Representative: Amanda Martinez, Martinez Planning Associates, LLC
Mailing Address: 115 Citrus Park Cir.
City Boynton Beach State FL Zip 33436
Phone # 954-304-7755 Fax # N/A
E-mail: amandaplanner@gmail.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.

w/ authority to sign

Applicant's Signature Damaso W Saavedra, Esq Date 12.6.16

312 SE 17th St. Ft. Lauderdale, FL 33316
Address State Zip

954-767-6333 954-767-8111 DSaavedra@saavlaw.com
Phone Fax E-mail Address

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Blue Water, LLC		954-767-6333	
Property Owner's Name (Please Print)		Phone	
312 SE 17th St.	Ft. Lauderdale,	FL	33316
Address		State	Zip

Eq. attorney - for 12.6.16

Property Owner's Signature Damaso W Saavedra Date

STATE OF FLORIDA)
BROWARD COUNTY)

The foregoing instrument was acknowledged before me this 10th day of December, 2016, by Damaso W. Saavedra who is personally known to me or has produced _____ as identification.

JOANNE SPEAKE
MY COMMISSION # FF 042974
EXPIRES: December 6, 2017
Bonded Thru Budget Notary Services

Signature of Notary (seal)

JOANNE SPEAKE

OFFICE USE:		
DATE RECEIVED:	Signed:	
File Number:	Check No:	Receipt No:
TRC Review:	Planning Board Review:	City Commission:
Ordinance No:	Date Approved:	

NOTES:

1) Reproductions of this map are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2) Descriptions shown hereon provided by the client and/or their agent.
3) Underground foundations and improvements were not located as part of this survey.
4) Overall parcel contains 13.18 Acres, more or less.
5) The last date of field work was August 16, 2016.
6) The center line of Avenue "O" is assumed to bear S89°47'29"E and all bearings shown hereon are relative thereto.
7) The concrete walk along U.S. Highway 1 meanders on and off of property line.
8)Said described property is located within an area having a zone designation "X" by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0179 J, with a date of identification of February 16, 2012, for Community Number 120286, 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) The intent of the description hereon is to less and except that part of the building encroaching on subject property.
10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the party or parties.
11) Zoning designations shown hereon are based on information provided by city of Ft. Pierce zoning atlas, with a review date of 8/31/2016.
12) This map is intended to be displayed at a horizontal scle of 1"=50' unless otherwise noted.

DESCRIPTION

PARCEL 1
That part of the North 400 feet of the South 598 feet of Government Lot 2 lying west of U.S. Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, Page 43, of the Public Records of St. Lucie County, Florida. Thence South 90°00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90°00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89°40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00°16'48" East, along the East face of said metal building, a distance of 0.48 feet to the North line of said Tract "A" and the Point of Beginning.

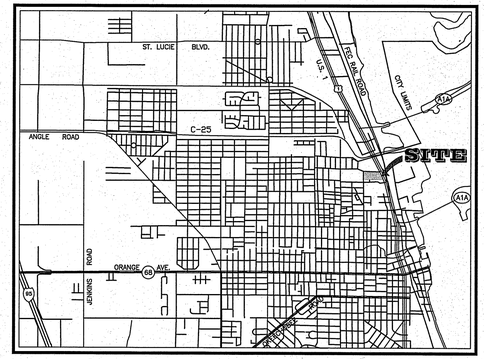
DESCRIPTION

Together with:

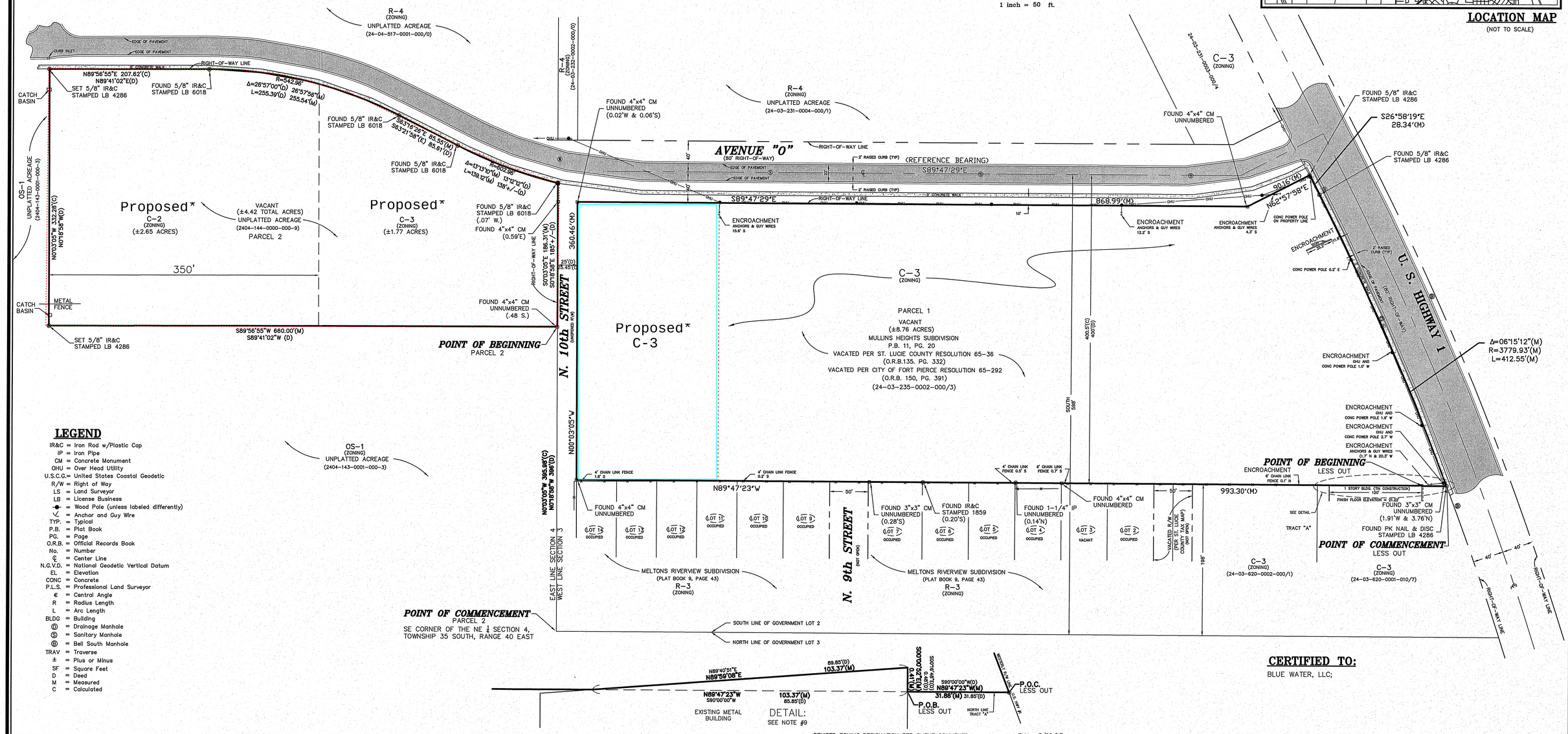
PARCEL 2
From the SE corner of the NE ¼ of Section 4, Township 35 South, range 40 East, run North 0 deg. 18'58" west, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg.41' 02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to the South right of way of Avenue "O"; thence North 89 deg. 41'02" East207.62 feet to a point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.



LOCATION MAP
(NOT TO SCALE)



LEGEND

IR&C = Iron Rod w/Plastic Cap
IP = Iron Pipe
CM = Concrete Monument
OHU = Over Head Utility
U.S.C.G.= United States Coastal Geodetic
R/W = Right of Way
LS = Land Surveyor
LB = License Business
= Wood Pole (unless labeled differently)
= Anchor and Guy Wire
TYP. = Typical
P.B. = Plat Book
PG. = Page
O.R.B. = Official Records Book
No. = Number
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P.L.S. = Professional Land Surveyor
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Ⓢ = Sanitary Manhole
Ⓑ = Bell South Manhole
TRAV = Traverse
± = Plus or Minus
SF = Square Feet
D = Deed
M = Measured
C = Calculated

CERTIFIED TO:

BLUE WATER, LLC;

REVISED ZONING DESIGNATION PER CLIENT COMMENTS RNJ 3/09/17

3/9/2017
DATE

ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

COMPUTER FILE REF.	FIELD BK./PG.
03-215.dwg	9820/9-14
16-088.dwg	0136/ 12-14
	1604/ 35

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
REVISED FOR ALTA/ACSM STANDARDS AND UPDATED BOUNDARY	BCS	8/8/00
ADDED ADDITIONAL TOPO	ER	9/18/01
UP-DATE SURVEY REVISED CERTIFICATIONS	GLL	10/01/03
UP-DATE SURVEY ADD PARCEL 2	RNJ	8/16/16
ADDED ZONING INFORMATION	RNJ	8/25/16
REVISED GRAPHICS AND ANNOTATION	RNJ	8/30/16

	BY	DATE
FIELD	ER	6/9/98
CALCS.	RCL	6/11/98
DRAWN	BCS	6/12/98
DETAILED		
CHECKED	RCL	6/12/98
APPROVED		

BOUNDARY SURVEY
PREPARED FOR
BLUE WATER, LLC

DATE: 8/16/16
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 16-088
SHEET 1 OF 1

P:\Proj-2016\16-088 Blue Water LLC\Survey\16-088.mxr 3-9-17.dwg, 3/9/2017 2:55:33 PM

NOTES:

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50 0 25 50 100 200
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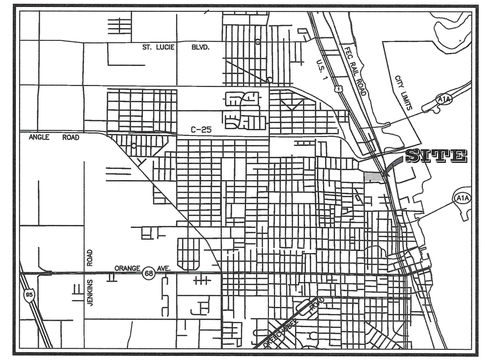
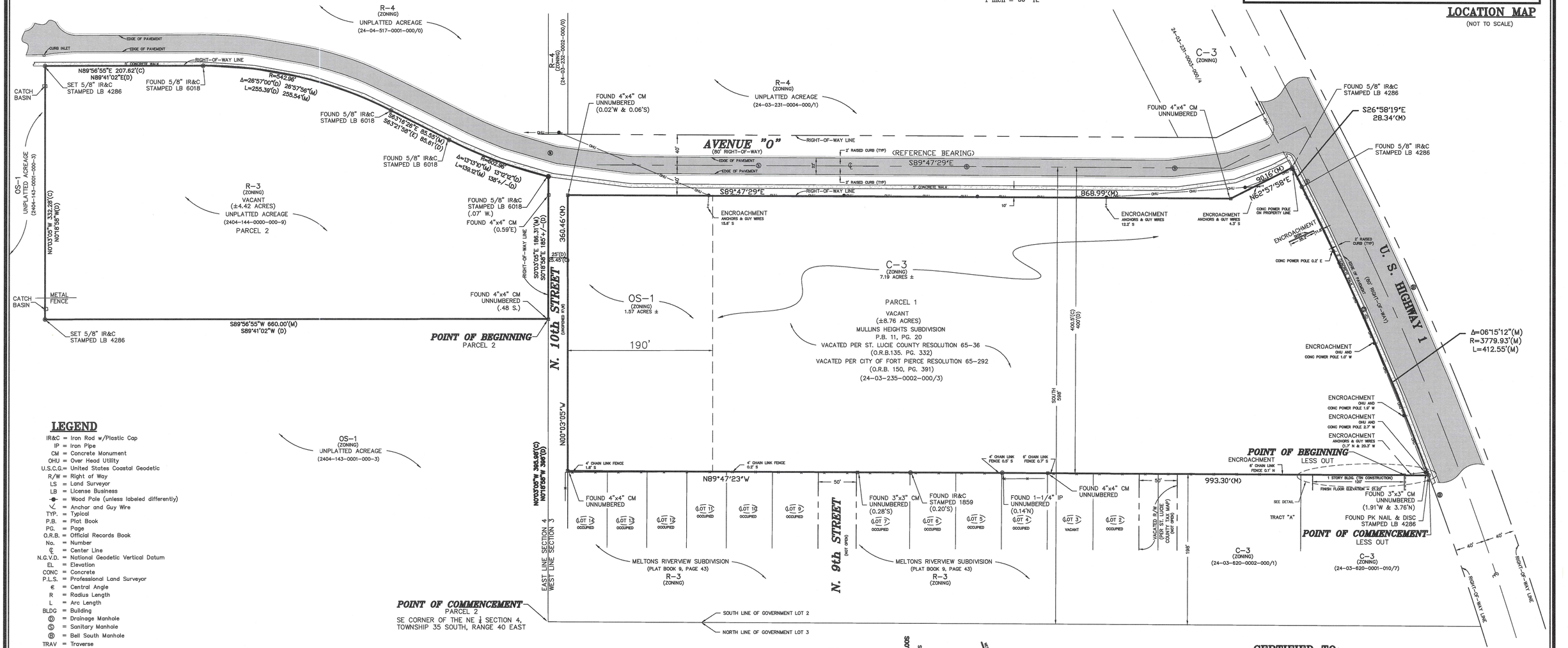
NORTH



LOCATION MAP
(NOT TO SCALE)



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CERTIFIED TO:

BLUE WATER, LLC;

ROBERT N. JOHNSON P.S.M. 6540 STATE OF FLORIDA

10/20/2016
DATE

ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

COMPUTER FILE REF.	FIELD BK./PG.
03-215.dwg	9820/9-14
16-088.dwg	0136/ 12-14
	1604/ 35

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
REVISED FOR ALTA/ACSM STANDARDS AND UPDATED BOUNDARY	BCS	8/8/00
ADDED ADDITIONAL TOPO	ER	9/18/01
UP-DATE SURVEY REVISED CERTIFICATIONS	GLL	10/01/03
UP-DATE SURVEY ADD PARCEL 2	RNJ	8/16/16
ADDED ZONING INFORMATION	RNJ	8/25/16
REVISED GRAPHICS AND ANNOTATION	RNJ	8/30/16

	BY	DATE
FIELD	ER	6/9/98
CALCS.	RCL	6/11/98
DRAWN	BCS	6/12/98
DETAILED		
CHECKED	RCL	6/12/98
APPROVED		

BOUNDARY SURVEY

PREPARED FOR

BLUE WATER, LLC

DATE: 8/16/16
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 16-088
SHEET 1 OF 1

P:\Proj-2016\16-088 Blue Water LLC\Survey\16-088.dwg, 10/20/2016 2:32:17 PM

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2309816 OR BOOK 1848 PAGE 2087
Recorded:11/21/03 12:50

* Doc Assump: $ 0.00
* Doc Tax : $ 6,650.00
* Int Tax : $ 0.00

Prepared by and return to:
Judith W. Stoner
Vice President
Lawyers Land Title Co.
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

File Number: **9848.101**
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 31st day of **October, 2003** between **Ft. Pierce, LLC, an Illinois Limited Liability Company** whose post office address is **143 East Lake Cook Road, Palatine, IL** of the County of Cook, State of **Illinois**, grantor*, and **Blue Water, LLC, a Florida limited liability company** whose post office address is **701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311** of the County of **Broward**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida**, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2003 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

Witness
(print name) Christy L Marsh

Witness
(print name) Bruce A Salli

Ft. Pierce, LLC, an Illinois Limited Liability Company

By: _____
Emmett F. Stains, Managing Member

DoubleTime®

State of Illinois
County of Cook

This instrument was acknowledged before me this 31st day of October, 2003 by Emmett F. Stains, as managing member of **Ft. Pierce, LLC, an Illinois Limited Liability Company**. He is personally known to me or produced _____ as identification and did not take an oath.

State of Illinois. Notary Public

My commission expires:

"OFFICIAL SEAL"
DIANA ANTONIO
Notary Public, State of Illinois
Commission Expires 07/28/05

F:\WordDocs\Mogerman, O'Leary & Patel - 9848\Blue Water, LLC - 101\Documents\WD from dl.rtf

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EXHIBIT "A"

LEGAL DESCRIPTION

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, page 43 of the Public Records of St. Lucie County, Florida. Thence South 90 deg. 00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90 deg. 00' 00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40' 51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16' 48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2336657 OR BOOK 1882 PAGE 478
Recorded:01/15/04 11:29

Prepared by and return to: Fed X
Lisa K. Hermann, Esq.
Saavedra, Pelosi, Goodwin & Hermann
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

* Doc Assump:	$	0.00
* Doc Tax :	$	840.00
* Int Tax :	$	0.00

File Number: **9848.116**
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 24th day of December 2003 between Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981 and as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981, whose post office address is 215 LAKEVIEW CT. NW * of the County of HIGHLANDS, State of FLORIDA, grantor*, and **Blue Water, LLC, a Florida limited liability company** whose post office address is **701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311** of the County of **Broward**, State of **Florida**, grantee*,
*Lake Placid, FL 33852

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **St. Lucie County, Florida**, to-wit:

From the SE corner of the NE ¼ of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2004 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

(signatures and acknowledgments appear on the following page)

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:

Witness PATRICIA M. BARNHART
(print name)

Witness
(print name) Bessie P Smith

By: Robert D. Meyer, Trustee
Robert D. Meyer, Trustee

By: Opal I. Meyer, Trustee
Opal I. Meyer, Trustee

State of FLORIDA
County of HIGHLANDS

This instrument was acknowledged before me this 24 day of DEC, 2003 by Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981, and as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981. They are personally known to me or produced _____ as identification and did not take an oath.

State of _____, Notary Public

My commission expires:

Bessie P Smith
My Commission DD171943
Expires February 05 2007

DoubleTime®

EXHIBIT "A"

PARCEL 1:

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, page 43, of the Public Records of St. Lucie County, Florida. Thence South 90 deg. 00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90 deg. 00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16'48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

PARCEL 2:

From the SE corner of the NE 1/4 of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the Point of Beginning of the lands herein described: From said Point of Beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 deg. 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, are 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the Point of Beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Property Identification

Site Address: 801 Avenue O
Map ID: 24/03N

Parcel ID: 2403-233-0002-000-3
Zoning: C-3 - FP

Account #: 15831
Use Type: 1000

Sec/Town/Range: 03/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Legal Description

3 35 40 THAT PART OF N 400 FT OFS 598 FT OF GOVT LOT 2 LYG W OF US 1 HWY-LESS R/W FOR AV O AND LESS W 25 FT FOR N 10 ST R/W AND LESS THAT PART MPDAF: FROM INT OF WLY RD R/W LI OF US #1 AND N LI OF TRACT A OF MELTONS RIVERVIEW S/D (PB 9-43) RUN S 90 00 00 W 31.85 FT TO POB, TH CONT S 90 00 00 W 85.58 FT, TH N 89 40 51 E 85.58 FT, TH S 00 16 48 E 0.48 FT TO N LI OF TRACT A AND POB- (8.67 AC) (OR 1848-2087)

Current Values

Just/Market:	$828,200	Assessed:	$828,200
Exemptions:	$0	Taxable:	$828,200

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$828,200	$828,200	$0	$828,200
2015	$828,200	$828,200	$0	$828,200
2014	$828,200	$828,200	$0	$828,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-31-2003	1848 / 2087	XX00	WD	Ft Pierce, LLC,	$950,000
08-15-2000	1321 / 848	XX00	WD	Dloughy,Daniel J	$339,000
12-30-1998	1194 / 0832	XX01	QC	RAVEN PARC INC	$230,000

Primary Building Information

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

View:
Year Built: N/A
Primary Wall:

Roof Cover:
Frame:
Story Height:

Exterior Data
Roof Structure:
Grade:
No. Units: 0

Building Type:
Effective Year: 2014
Secondary Wall:

Bedrooms: 0
Full Baths: 0
Half Baths: 0

A/C %: 0%
Heated %: N/A%
Sprinkled %: 0%

Interior Data
Electric:
Heat Type:
Heat Fuel:

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors:

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	8.45
Land Size (SF):	368,082
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

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

Site Address: Avenue O
Map ID: 24/04N

Parcel ID: 2404-144-0000-000-9
Zoning: R3

Account #: 16249
Use Type: 0000

Sec/Town/Range: 04/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Legal Description

4 35 40 BEG AT INT OF S R/W AV OAND E SEC LI, TH S ALG SD E LI 185 FT M/L TO PT 396 FT N OF SE COR OF NE 1/4, TH E 660 FT, TH N // TOE SEC LI 332.28 FT M/L TO S R/W AV O, TH N 89 DEG 41 MIN 02 SEC E207.62 FT TO PC OF CURVE TO RT, R542.96 AND CA 26 DEG 57 MIN ARC DIST OF 255.39 FT, TH S 63 DEG 21MIN 58 SEC E 85.61 FT TO PC OF CURVE TO LEFT, R 602.96 FT, ARC DIST OF 138 FT M/L TO POB (OR 1882-478)

Current Values

Just/Market:	$125,000	Assessed:	$125,000
Exemptions:	$0	Taxable:	$125,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$125,000	$125,000	$0	$125,000
2015	$125,000	$125,000	$0	$125,000
2014	$125,000	$125,000	$0	$125,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-24-2003	1882 / 0478	XX00	WD	Meyer,Robert D	$120,000
08-01-1979	0323 / 2977	XX02	CV		$33,000

Primary Building Information

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

View:	Roof Cover:	Exterior Data Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: 2014
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:
		Interior Data	
Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	4.41
Land Size (SF):	192,099.6
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Zoning Atlas Map Amendment
Statement of Need

1. **Statement of why there is a need for the proposed zoning atlas map amendment and how the amendment will result in an orderly and logical development pattern.**

   The proposed amendment consists of two parcels. The more eastern parcel currently has a split land use designation of General Commercial and Conservation/Recreation Open Space while the parcel to the west has a designation of Residential, Low. The proposed amendment will designate a future land use of General Commercial for the entire site, creating one developable commercial parcel. The closest grocery store is located about 0.35 miles from this location and does not have a safe, walking environment leading to the commercial center. Developing a commercial center at this location will meet a need for the local residents by providing commercial retail and services within a walking distance and provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

2. **Statements on how the amendment(s) are consistent with Comprehensive Plan**.

   This amendment is consistent with the following policies in the City of Ft. Pierce Comprehensive Plan:

   FLU 1.1.3 Policy:
   The City shall ensure that future land use designations are compatible with adjacent land uses both within and outside the City boundary.

   The land use designations in the immediate area to the north are Residential Medium and General Commercial; to the south the designations are Residential, Low and Conservation/Open Space; to the east is General Commercial and to the west is Conservation/Open Space and Residential Medium.

   The General Commercial land use designation is consistent with the General Commercial designation that is along the US 1 corridor. There is an existing commercial center about 0.35 miles from this site. This is not within walking distance to most of the residents in this neighborhood. Developing a commercial center in this neighborhood will provide the residents a retail center with services and goods within walking distance from their place of residence and also provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

   The development of a commercial center on this site could help to activate the existing park to the west. The uses that are located within the commercial center could compliment the park activities. Some of these types of uses include, a grocery store, a hair or nail salon, a dry cleaner, a restaurant or café or a daycare. These are uses that a parent would use during or after/before their child's activities at the park. There are examples of this type of relationship working in commercial centers in Palm Beach County.

   FLU 1.8 Objective:
   The City will coordinate with the Community Redevelopment Agency (CRA) to address blighted areas in the City, provide basic needs of the area, discourage urban sprawl, and take advantage of opportunities for economic, social, or aesthetic improvements.

This site is located within the CRA and as such, development of a commercial center at this location will help revitalize the area, increase the tax base and provide jobs for the local residents. This site is located along US1 and Avenue O which has a residential community in the surrounding area. Development of a commercial center at this location will provide retail goods and services within walking distance to their place of residence; following the principles of Smart Growth and providing a mix of uses within walking distance.

FLU 1.8.2 Policy:
The City will coordinate with the CRA to encourage redevelopment and reinvestment within the Community Redevelopment Area:

- To create a lively downtown/waterfront area with mixed-use development, water-enhanced activities, and historic preservation.

  The development of a commercial center at this location will compliment and help attract mixed use and mutli-family development along the waterfront. Commercial uses are an integral part of a lively downtown/waterfront and the location of this property is well suited for the commercial development to compliment a downtown.

FLU 1.10 Objective:
The City shall promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.

This amendment will allow a parcel that is currently vacant to be developed as a retail commercial center. This will increase the value of the land, adding to the City's tax base and will also provide job opportunities for residents that would not be available to them with the current land use designation of Conservation/Open Space and Residential, Low.

TE 2.2.7 Policy:
Proposed land use changes shall evaluate the net difference in traffic impacts between the current land use and the proposed land use. Any change in land use which exceeds the LOS standard for a roadway shall also be accompanied by a strategy to address the impact. The strategy may consist of a capacity or operational improvement or implementation of a mobility strategy. The LOS evaluation shall be completed using professionally accepted transportation engineering methodology including generalized roadway and detailed roadway analysis as needed.

Included with this application is a trip generation letter showing that the level of service on Avenue O during the PM peak hour drops from "C" to "F" at the maximum build out scenario while the AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." Following the trip generation letter is a traffic mitigation and level of service statement providing the following mitigation options to address the level of service for the PM peak hour on Avenue O:

1. *Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."*

2. *Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."*

The traffic mitigation and level of service statement also addresses the traffic for the intersection at US 1 and Avenue O, providing the following:

1. *Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.*

TE 2.3.2 Policy

Proposed Future Land Use Map amendments shall be supported by the Transportation Element. An evaluation of the net change in impacts to the roadways shall be determined. The proposed amendment shall maintain the adopted LOS standards. If the LOS standards are not maintained, the amendment shall be accompanied by strategies including capacity and operational improvements, and mobility strategies to achieve the adopted LOS standard.

Included with this application is a trip generation letter showing that the level of service on Avenue O during the PM peak hour drops from "C" to "F" at the maximum build out scenario while the AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." Following the trip generation letter is a traffic mitigation and level of service statement providing the following mitigation options to address the level of service for the PM peak hour on Avenue O:

1. *Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."*

2. *Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."*

The traffic mitigation and level of service statement also addresses the traffic for the intersection at US 1 and Avenue O, providing the following:

1. *Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.*

3. **Statements on how the 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.**

   The land use designations in the immediate area to the north are Residential Medium and General Commercial; to the south the designations are Residential, Low and Conservation/Open Space; to the east is General Commercial and to the west is Conservation/Open Space and Residential Medium.

   The General Commercial land use designation is consistent with the General Commercial designation that is along the US 1 corridor. There is an existing commercial center about 0.35 miles from this site. This is not within walking distance to most of the residents in this neighborhood. Developing a commercial center in this neighborhood will provide the residents a retail center with services and goods within walking distance from their place of residence and provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

   The development of a commercial center on this site could help to activate the existing park to the west. The uses that are located within the commercial center could compliment the park activities. Some of these types of uses include, a grocery store, a hair or nail salon, a dry cleaner, a restaurant or a café or a daycare. These are uses that a parent would use during or after/before their child's activities at the park. There are examples of this type of relationship working in commercial centers in Palm Beach County.

BLYTHE ENVIRONMENTAL, INC.
4248 SE COMMERCE AVENUE
STUART, FLORIDA 34997
772-219-7804 / 772-219-7859 FAX

March 31, 2004

Mr. Kash Patel
701 NW 19th Street, Suite 100
Fort Lauderdale, Florida 33311

RE: ENVIRONMENTAL ASSESSMENT
U.S. HWY. 1 AND AVENUE O, NORTH FORT PIERCE

Dear Mr.Patel:

On Thursday, March 25, 2004, I visited a site in North Fort Pierce bounded by U.S. Highway 1 and Avenue O, in Saint Lucie County, Florida. During this visit, observations were made of on site soil and vegetation conditions and for protected plant and animal species.

SOILS

The *Soil Survey for St. Lucie County Area, Florida,* published by the USDA Soil Conservation Service indicates two soil types within the limits of this property. A brief description of these soil types is listed below. These descriptions are generalizations and do not account for any drainage improvements that may influence plant species and hydrology on the site.

 # 4 Arents This soil consists of soil material dug from several areas that have different kinds of soil. It is used to fill such areas as low sloughs, marshes, shallow depressions, and swamps above their natural ground levels. The water table is between depths of 20 to 50 inches for most of the year.

#21 Lawnwood Sand Lawnwood sand is a nearly level poorly drained soil in the pine flatwoods. The water table is within a depth of 10 inches for 1 to 4 months and is between a depth of 10 to 40 inches for 6 months or more during most years. The water table is perched above the subsoil during the summer rainy season or after periods of heavy rainfall. It recedes to a depth of greater than 40 inches during extended dry seasons.

#29 Pendarvis Sand Pendarvis sand is a nearly level to gently sloping moderately well drained soil on low ridges and knolls in the flatwoods. It has a perched water table between depths of 24 to 40 inches for about 1 to 4 months during the summer rainy
season and between depths of 40 to 60 inches for the rest of the year escept durng dry periods.

#33 Pits This map unit consists of excavations from which soil and geological material have been removed mostly for road construction or in building foundations

#42 St. Lucie Sand St. Lucie sand is a nearly level to sloping excessively drained soil on high dunelike ridges and undulating areas. The water table is below a depth of 80 inches and usually not within a depth of 120 inches annually.

#50 Waveland Fine Sand Waveland fine sand is a nearly level poorly drained soil on broad flatwoods areas. The water table is within a depth of 10 inches for 1 to 4 months and within a depth of 40 inches for 6 months or more during most years. It is perched above the subsoil early in the summer rainy season and after periods of heavy rainfall in other seasons. The water table recedes to a depth of more than 40 inches during extended dry seasons.

VEGETATION

Uplands

The entire 13 acre site can be classified as uplands. Using the Florida Land Use, Cover and Forms Classification System, the Eastern approximately 5 acres has been cleared, and part of it used as a borrow site for fill. Its FLUCCS category is 742 Borrow. The Western portion of the site, approximately 7.5 +/- acres of FLUCCS 411 Pine Flatwoods. Species observed include:

Brazilian Pepper	*Schinus terebinthifolius*
Laurel Oak	*Quercus laurifolia*
Live Oak	*Quercus virginiana*
Scrub Oak	*Quercus geminata*
Slash Pine	*Pinus elliottii*
Hickory	*Carya tomentosa*
Sand Pine	*Pinus clausa*
Air Plants	*Tillandsia spp.*
Hogplum	*Ximenia americana*
Wax Myrtle	*Myrica cerifera*
Dune Sunflower	*Helianthes dibilis*
Wiregrass	*Aristida stricta*
Dog Fennel	*Eupatorium capilliforme*
Broomsedge	*Andropogon virginicus*
Muhly Grass	*Amphicarpum muhlenbergii*
Greenbriar	*Smilax spp.*
Sawpalmetto	*Serenoa repens*
Wild Grape	*Vitis rotundifolia*
Lantana	*Lantana camara*
Cabbage Palm	*Sabal palmetto*
Spanish Needles	*Bidens pilosa*
Saltbush	*Baccharis halmifolia*
Periwinkle	*Vinca rosea*

MR. KASH PATEL
ENVIRONMENTAL ASSESSMENT
U.S. HIGHWAY #1 AND AVENUE O, FORT PIERCE
MARCH 31, 2004
PAGE THREE

PROTECTED SPECIES SURVEY

A field investigation and survey was made for protected species suspected to occur on-site. Upland portions of the site were surveyed through a network of parallel pedestrian transects at 10 meter intervals. Periodic random sampling stations were established throughout the site to observe for avian species.

During the study periods, numerous common birds were observed typical of urbanized areas. They included: Mockingbird, Blue Jay, and Mourning Dove. No protected species were observed on-site.

PREVIOUS IMPACTS

This parcel is bounded by a residential mobile home community to the south, vacant property to the north, U.S. Highway 1 to the east and a public park to the west. The site can be categorized as very disturbed on the eastern portion that was cleared many years ago. The western portion of the site is heavily wooded with mature dry scrubby pine flatwoods.

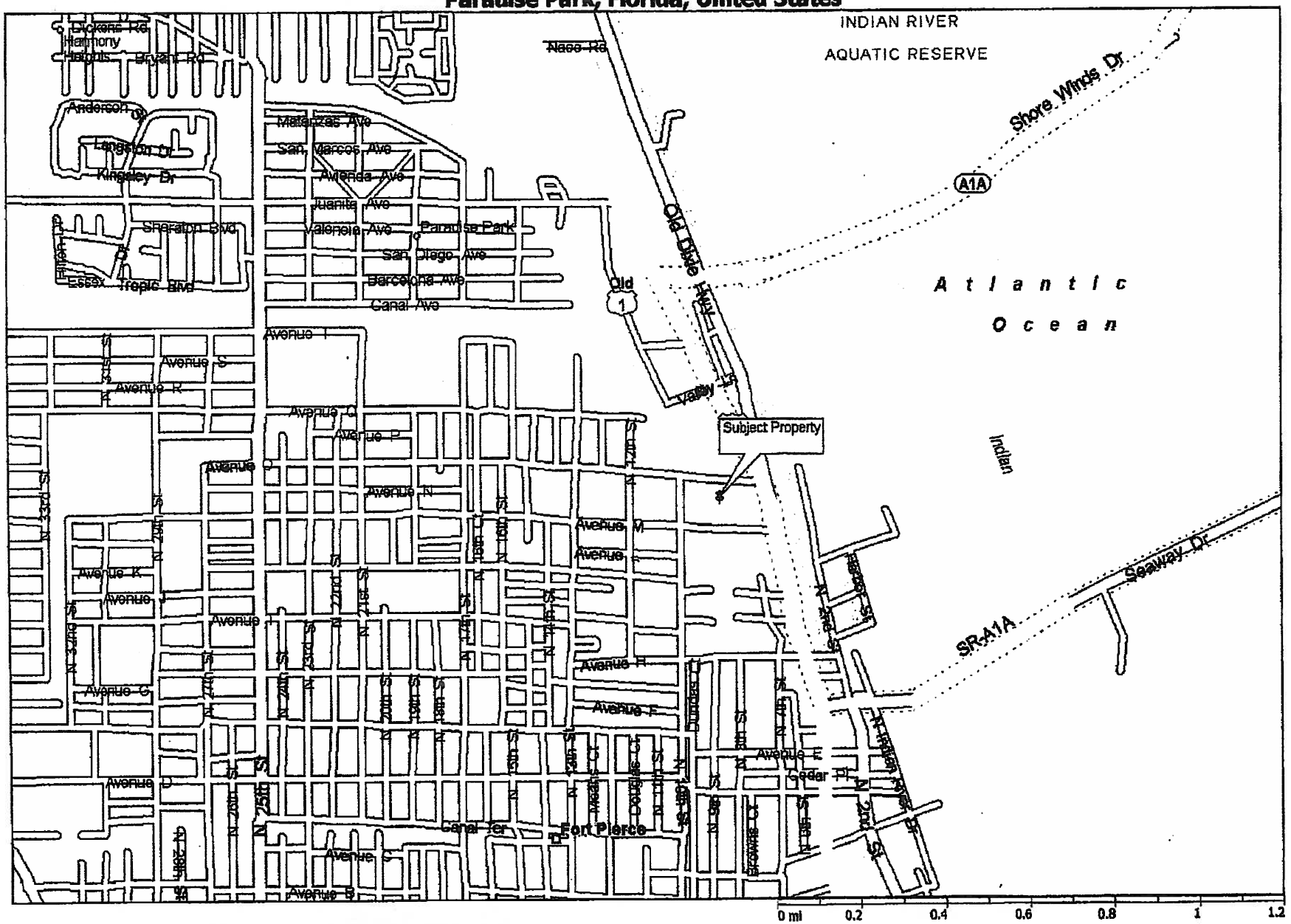
In a few isolated locations, old construction debris including large culvert pipes, concrete blocks, and old squatters camps were observed.

Should you need additional information regarding my field investigation of this site, please let me know.

Sincerely,

Wayne P. Blythe, President
BLYTHE ENVIRONMENTAL, INC.

Paradise Park, Florida, United States



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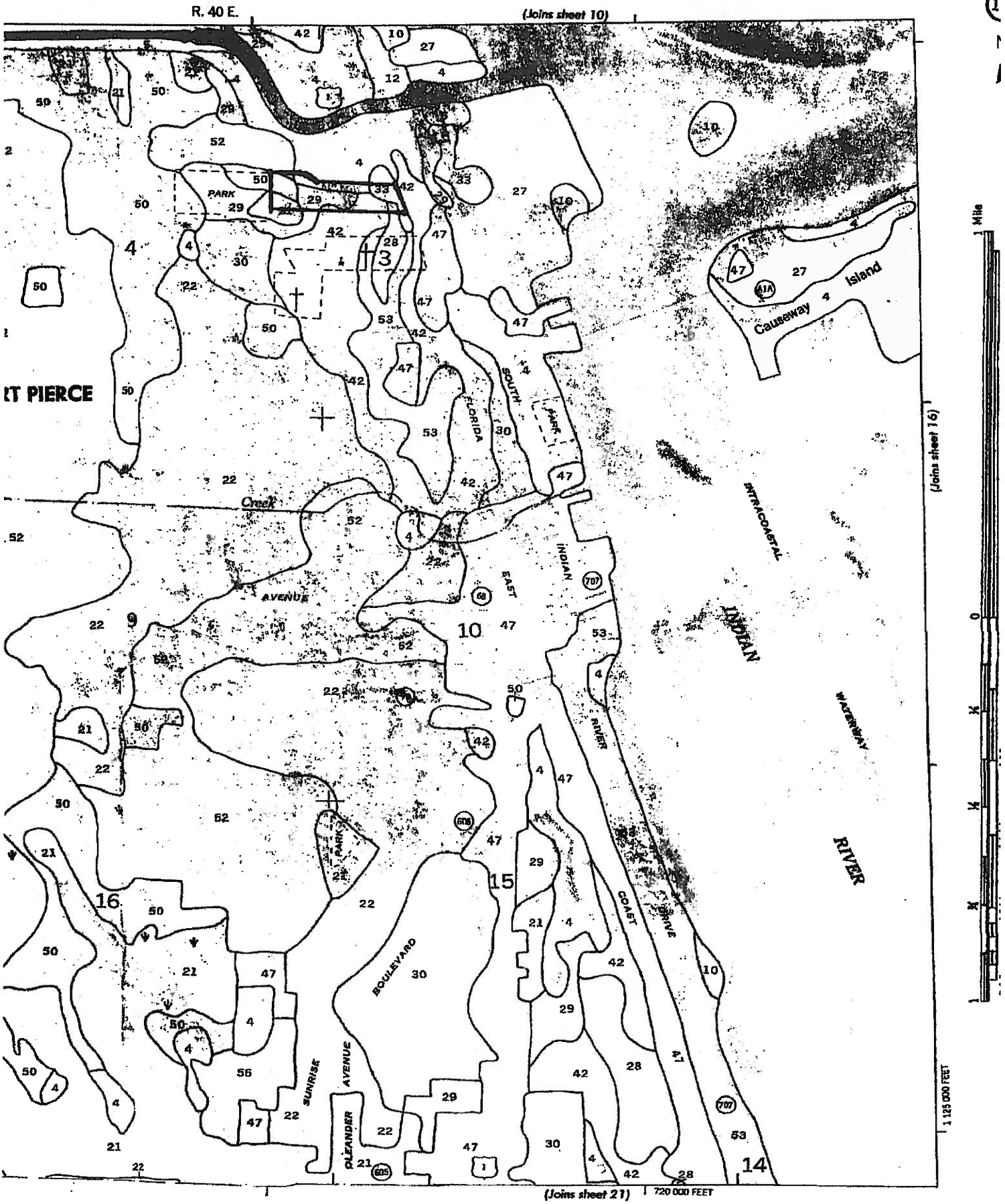
DA — SHEET NUMBER 15



Stantec Consulting Services Inc.
5172 Station Way
Sarasota FL 34233
Tel: (941) 365-5500

December 1, 2016

City of Fort Pierce Planning Department
100 North US 1
Fort Pierce, Florida 34950

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

To Whom It May Concern:

This letter serves to summarize the traffic impacts of the subject project for your approval. The Rezone proposes to change 4.42 acres from Residential (Parcel ID 2404-144-0000-000-9) and 1.57 acres of Conservation Open Space (Parcel ID 2403-233-0002-000-3) to 5.99 acres of General Commercial. The remainder of the land on Parcel ID 2403-233-0002-000-3 is already zoned General Commercial. The maximum buildout intensities are shown in Table 1.

Table 1: Existing & Proposed Maximum Development

Scenario	Land Use Designation	Maximum Density	Development Size	
			Acres	Maximum Development
Existing	Residential (R-3)	6 du/acre	4.42	26 units
	Conservation Open Space (O-1)	0.25 FAR	1.57	17,097 SF
Proposed	General Commercial (C-3)	1.0 FAR	5.99	260,924 SF

The maximum allowed proposed development of 260,924 SF of commercial development cannot physically be constructed on the site when the infrastructure required to support the development is considered. A commercial building footprint typically represents approximately 20% of the total site acreage. The remaining 80% of the site is comprised of stormwater management facilities, parking, landscaping, and lot setbacks/buffers.

This analysis evaluates both the maximum (260,924 SF) and realistic maximum (52,000 SF; 20% of 5.99 acres) development scenarios in support of the proposed rezone. The proposed rezone is located at 801 Avenue O in Fort Pierce at the corner of US 1. The location of the two parcels is shown in Figure 1.

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Source: St. Lucie County Property Appraiser, 2016

Figure 1: Project Location

Trip Generation

Traffic volumes generated by the existing and proposed zoning were estimated using the Institute of Transportation Engineers (ITE), *Trip Generation Manual – the 9th Edition (2012)*. Land Use 210 (Single-Family Detached Housing) and Land Use Code 495 (Recreational Community Center) were used for the existing zoning and Land Use Code 820 (Shopping Center) was used for the proposed zoning to estimate the daily, AM peak-hour, and PM peak-hour trip generation potential for each scenario. The trip generation results from the maximum development scenario are summarized in Tables 2 through 4 and the trip generation results from the realistic maximum development scenario are summarized in Tables 5 through 7.

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Table 2: Daily Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.92ln(x) + 2.72	50%	50%	304	152	152
	Recreational Community Center - 495	Per ksf	17,097	T = 33.82(x)	50%	50%	578	289	289
Proposed	Shopping Center - 820	Per ksf	260,924	ln(T) = 0.65ln(x) + 5.83	50%	50%	12,667	6,334	6,333
				Net Change in Trips			**11,785**	**5,893**	**5,892**

Table 3: AM Peak-Hour Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	AM Peak Trip Rate/ Equation	AM Enter Split	AM Exit Split	AM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	T = 0.70(x) + 9.74	25%	75%	28	7	21
	Recreational Community Center - 495	Per ksf	17,097	T = 2.05(x)	66%	34%	35	23	12
Proposed	Shopping Center - 820	Per ksf	260,924	ln(T) = 0.61ln(x) + 2.24	62%	38%	280	174	106
				Net Change in Trips			**217**	**144**	**73**

Table 4: PM Peak-Hour Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.90ln(x) + 0.51	63%	37%	31	20	11
	Recreational Community Center - 495	Per ksf	17,097	T = 2.74(x)	49%	51%	47	23	24
Proposed	Shopping Center - 820	Per ksf	260,924	ln(T) = 0.67ln(x) + 3.31	48%	52%	1,139	547	592
				Net Change in Trips			**1,061**	**504**	**557**

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Table 5: Daily Trip Generation – Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.92ln(x) + 2.72	50%	50%	304	152	152
	Recreational Community Center - 495	Per ksf	17,097	T = 33.82(x)	50%	50%	578	289	289
Proposed	Shopping Center - 820	Per ksf	52,000	ln(T) = 0.65ln(x) + 5.83	50%	50%	4,440	2,220	2,220
				Net Change in Trips			**3,558**	**1,779**	**1,779**

Table 6: AM Peak-Hour Trip Generation - Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	AM Peak Trip Rate/ Equation	AM Enter Split	AM Exit Split	AM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	T = 0.70(x) + 9.74	25%	75%	28	7	21
	Recreational Community Center - 495	Per ksf	17,097	T = 2.05(x)	66%	34%	35	23	12
Proposed	Shopping Center - 820	Per ksf	52,000	ln(T) = 0.61ln(x) + 2.24	62%	38%	105	65	40
				Net Change in Trips			**42**	**35**	**7**

Table 7: PM Peak-Hour Trip Generation - Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.90ln(x) + 0.51	63%	37%	31	20	11
	Recreational Community Center - 495	Per ksf	17,097	T = 2.74(x)	49%	51%	47	23	24
Proposed	Shopping Center - 820	Per ksf	52,000	ln(T) = 0.67ln(x) + 3.31	48%	52%	387	186	201
				Net Change in Trips			**309**	**143**	**166**

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Trip Distribution/Assignment

All traffic from the rezone was distributed to Avenue O, where the properties have frontage. In addition, project traffic was distributed to the segments of US 1 north and south of Avenue O. Based on existing traffic volumes, 60% of project traffic was assigned to the segment to the south and 40% was assigned to the segment to the north.

Existing Zoning Conditions

The AM and PM peak-hour traffic conditions on Avenue O and US 1 north and south of Avenue O were evaluated for the existing traffic plus traffic generated by the maximum development allowed under the existing zoning. Table 8 and Table 9 summarize the existing zoning conditions generalized level-of-service analysis and indicate that all roadways are anticipated to operate within the adopted level-of-service standard of D.

Table 8: AM Peak-Hour Existing Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	AM Pk Hr Pk Dir Volume[1]	Existing Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	33	124	C	0.230
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	20	1,601	C	0.801
Avenue O to SR A1A North	2,100	1,581	13	1,594	C	0.759

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 9: PM Peak-Hour Existing Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	PM Pk Hr Pk Dir Volume[1]	Existing Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	43	135	C	0.250
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	26	1,262	C	0.631
Avenue O to SR A1A North	2,100	1,236	17	1,253	C	0.597

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Proposed Zoning Conditions

The AM and PM peak-hour traffic conditions on Avenue O and US 1 north and south of Avenue O were evaluated for the existing traffic plus traffic generated by the maximum development allowed under the proposed zoning. This was conducted for both the maximum and realistic maximum scenarios. Table 10 and Table 11 summarize the maximum proposed zoning conditions generalized level-of-service analysis and indicate that during the PM peak-hour Avenue O will exceed the adopted level-of-service standard of D.

Table 10: AM Peak-Hour Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	AM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	174	265	C	0.491
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	104	1,685	C	0.843
Avenue O to SR A1A North	2,100	1,581	70	1,651	C	0.786

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 11: PM Peak-Hour Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	PM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	592	684	F	1.267
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	355	1,591	C	0.796
Avenue O to SR A1A North	2,100	1,236	237	1,473	C	0.701

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 12 and Table 13 summarize the realistic maximum proposed zoning conditions generalized level-of-service analysis and indicate that all roadways are anticipated to operate within the adopted level-of-service standard of D.

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Table 12: AM Peak-Hour Realistic Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	AM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	65	156	C	0.289
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	39	1,620	C	0.810
Avenue O to SR A1A North	2,100	1,581	26	1,607	C	0.765

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 13: PM Peak-Hour Realistic Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	PM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	201	293	C	0.543
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	121	1,357	C	0.679
Avenue O to SR A1A North	2,100	1,236	80	1,316	C	0.627

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Conclusion

Assuming the maximum intensity/density development under the proposed zoning, the rezone will create any adverse impact to Avenue O during the PM peak-hour. Avenue O during the AM peak-hour as well as US 1 during both the AM and PM peak hours will operate at level-of-service C, just like the existing zoning conditions.

Assuming the realistic maximum intensity/density development under the proposed zoning, the rezone will not create any adverse impacts to Avenue O or US 1 during the AM and PM peak hours. The roadways will operate at level-of-service C, just like the existing zoning conditions.

Appropriate transportation mitigation and proportionate fair-share payments, if required, shall be addressed at the development order stage when a detailed development plan is created.

Sincerely,

Stantec Consulting Services Inc.

Matthew R. Crim, P.E., PTOE
Transportation Engineer
Ph: 832-523-9111
matt.crim@stantec.com

Level of Service & Traffic Mitigation

The Code requires that the traffic analysis be conducted using the maximum build out scenario, allowing up to 260,924 square feet of commercial use on a 5.99 acre parcel. Using this scenario, the level of service on Avenue O during the PM peak hour drops from “C” to “F”. The AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at “C.” See Trip Generation Letter for more details.

Although the Code requires a full build out scenario, a more likely build out scenario is 20% of the lot size, allowing a maximum of 52,184 square feet of commercial use. This is due to the fact that commercial centers are typically one story and have needed improvements on the site such as parking, drainage and landscaping that will consist of typically 80-85% of the site. Based on this scenario, the level of service will remain at a level of service C for all roadway segments for both the AM and PM Peak Hour Trips.

A more detailed traffic impact analysis based on the actual constructed building square footage will be conducted at the time of site plan application submittal; with this land use plan amendment and zoning atlas amendment, the following mitigation options are provided to address the level of service on Avenue O for the PM peak hour:

1. Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at “C.”

2. Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at “C.”

Although the maximum build out scenario will not adversely impact the level of service on US 1, this application provides mitigation options to assist in relieving traffic at the intersection of US 1 and Avenue O. Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential, Multi-Family	Residential, Medium	R-4
South	Park/Residential, Single-Family	Conservation Open Space/Residential, Low	O-1/R-1
East	Vacant Land	General Commercial	C-3
West	Park	Conservation Open Space	O-1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Residential, Low/Conservation Open Space	R-3/O-1	RL: 6 DU/acre = 26 units COS: 17,097 sq. ft.	4.42 RL 1.57 COS	X
Proposed	General Commercial	C-3	260,924 sq. ft.	5.99	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(.125) = 2,137 **Total: 8,807**
Proposed Zoning	Total gallons per day: 260,924(.125) = **32,615**
Change in Demand	**Total gallons per day: 32,615 – 8,807 = Increase of 23,808**

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(0.1) = 1,709 **Total: 8,379**
Proposed Zoning	Total gallons per day: 260,924(0.1) = **26,092**
Change in Demand	**Total gallons per day: 26,092 – 8,379 = Increase of 17,713**

C. Parks and Recreation (Residential Classifications Only): N/A
(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): N/A
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	R-3: 4 yards
Proposed Zoning	None
Change in Demand	**Decrease in 4 yards**

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	As this site is currently unimproved, there is no drainage provided on site. Drainage improvements will be designed at the time the of site plan submittal to provide for on-site drainage. All improvements will be designed to meet the level of service required.

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	882 Trips	63 AM Trips/78 PM Trips
Proposed Zoning	12,667 Trips	280 AM Trips/1,139 PM Trips
Change in Demand	+ 11,785 Trips	+ 217 AM Trips/+1,061 PM Trips
Impact to Capacity	Avenue O changes from LOS C to F for the PM Peak Hour & US 1 remains at LOS C *See attached Trip Generation Letter & Impact Statement for Mitigation Options	

III. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [X] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: 0 Single Family: 0 Multifamily: 0
Non-residential (square footage): 260,924 sq. ft.
Mixed-use (describe use): N/A
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA: N/A

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA

Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
Phase I Total	**1**	**260,924**	**5.99**		

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [X] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [X] No
If yes, what is the size of the structure(s) to be demolished or re-used?

2. What is the current use of the structure to be demolished or re-used? N/A

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [X] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: None

** Complete section if requesting a change in zoning, future land use, or expanding

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.

6. APPROVAL OF MINUTES

a. Minutes from the January 10, 2017 meeting

Motion was made by Robert Poitier, and seconded by John George to approve the minutes from the January 10, 2017 meeting.

AYE: **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

7. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Comprehensive Plan Future Land Use Map Amendment – Blue Water Properties - 1190 Avenue O**

Mr. Benton gave an overview of the application and answered questions from the Board regarding usage of the property.

Amanda Martinez, Blue Water Properties, Applicant Representative, stated the intent is to design the property as one commercial center that is compatible with the adjacent uses in the neighborhood. Ms Martinez answered questions from the Board.

No one spoke against the application.

Motion was made by Marcia Baker, and seconded by John George to recommend approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (NC) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.

AYE: **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

8. NEW BUSINESS

a. **Zoning Atlas Amendment - Blue Water Properties – 1190 Avenue O**

Mr. Benton gave a brief overview of the Zoning Atlas Amendment and stated it is a coupled request with item 7a.

No one spoke for or against the project.

Motion was made by Marcia Baker, and seconded by John George to recommend approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (C-2) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.

AYE: **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

b. **Abandonment - Segment of North 10th Street between Avenue M & Avenue O**

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 Marcia Baker, and seconded by John George to forward a recommendation to approve the requested abandonment.

AYE: **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **Chairman Bob Burdge**

Passed

c. **Conditional Use - Advanced Scholars Christian Academy - 616 Orange Avenue**

Mr. Creagan gave an overview of the application.

Sherria Baptiste, Representative, spoke on behalf of the school and answered questions from the Board regarding teacher certification and the limited playground area.

Mike Menard, Representative from Architectonic, stated he is working with Ms. Baptiste to make sure the school is compliant with the educational requirements for building code, life safety and ADA.

Richard Shoy spoke in favor of the project.

Motion was made by Robert Poitier, and seconded by John George to forward a recommendation to the City Commission for approval of the Conditional Use with No New Construction to operate a private K-8 school that will accommodate 135 (one hundred thirty five) students 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.

AYE: **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Chairman Bob Burdge**

Passed

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

RECEIVED
MAR 24 2017
FINANCE
DEPARTMENT

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	1529284	Meetings: 4/3/17 & 4/17/17: 5 ORDS	Meetings

Pub Dates
March 19, 2017

Sworn to and subscribed before me this day of, March 17, 2017, by

Sherri Cipriani, who is

(X) personally known to me or

( ) who has produced _____ as identification.

Sandra Coldren
Sandra Coldren Notary Public

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

Public Notices

ny and evidence upon which the appeal is to be based (section 286.0105, Florida Statutes).

Town of Sewall's Point, Florida
Lakisha Q. Burch, CMC,
Town Clerk
Pub: March 19, 2017
TCN 1520960

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to the Sec. 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, April 3rd, 2017, hold a Public Hearing 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 the following Conditional Use applications:

1) Review and approval of an application for a Conditional Use with No New Construction, submitted by the Applicant; Joanne Albarelli to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 408 S. Ocean Drive, Unit B, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-502-0004-020-2).

2) Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners and Applicants; Robert & Deborah Sacks to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 655 Hernando Street, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-503-0026-020-5).

3) Review and Approval of an application for Site Plan & Design Review, submitted by property owners, NNN/1031 #16 Jenkins LLC, and applicant, Kristen Ferretti of Corporate Property Services, to construct a new 4,989 sq. ft. restaurant with drive-thru service at 5560 Okeechobee Road, Fort Pierce, FL. The properties are zoned General Commercial, C-3 zone. (Parcel IDs: 2419-603-0002-000-7 & 2419-603-0005-000-8.)

4) Application submitted by Sweetie's Diner, LLC is requesting to secure a 2COP – Beer and Wine License to offer sale of alcohol, at 2625 S. US Highway 1, Fort Pierce, Florida; for consumption on premises. The sale or distribution of alcoholic beverages for consumption on premises requires a variance from Sec. 3-7 and Sec. 3-11 to operate within 1,600 feet of a church, school or other licensed establishments. The property is zoned C-3, General Commercial Zone (Parcel ID 2422-602-0249-000-7).

All interested parties may appear at the meeting and be heard with respect to the applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or online at www.CityofFort-Pierce.com.

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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 19, 2017
TCN 1530211

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143, 22-131, and 17-1 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187? of Florida State Statutes, will on Monday, April 3rd, 2017 and Monday, April 17th, 2017 hold Public Hearings on the enactment of the proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

1) Ordinance 17-010 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 GENERALLY AT 900 AVENUE O FROM COS, CONSERVATION OPEN SPACE TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2403-233-0002-000-3

2) Ordinance 17-011 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED GENERALLY AT 900 AVENUE O FROM GENERAL AND RECREATIONAL OPEN SPACE ZONE, OS-1, TO GENERAL COMMERCIAL ZONE, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2403-233-0002-000-3

3) Ordinance 17-012 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 GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM RL, LOW DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; AND NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2404-144-0000-000-9

4) Ordinance 17-013 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM SINGLE FAMILY MODERATE DENSITY RESIDENTIAL ZONE, R-3, TO GENERAL COMMERCIAL ZONE, C-3 AND NEIGHBORHOOD COMMERCIAL ZONE, C-2; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2404-144-0000-000-9

5) Ordinance 17-014 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ABANDONING A PORTION OF NORTH TENTH STREET RIGHT-OF-WAY, LYING SOUTH OF AVENUE O WITHIN THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the applications. Said applications 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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 19, 2017
TCN 1529284

Request for Bids

PUBLIC NOTICE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SDIRC 12-0-2017/JC
Band Room Renovation and Exterior Gate Replacement at Sebastian River High School

Participation in this bid is restricted to prequalified contractors. Sealed bids for a summer project for band room renovation and exterior gate replacement at Sebastian River High School will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until 2:00 p.m. on March 30, 2017 at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered. The estimated cost of this project is $350,000. Bonding will be required. Drawings provided by Edlund, Dritenbas and Binkley Architects & Associates. All projects are subject to funding and cannot be guaranteed. Deadline for completion of this project is August 1, 2017.

A non-mandatory pre-bid meeting has been scheduled on March 14, 2017 at 10:00 am at Sebastian River High School, 9001 90th Avenue Sebastian, FL 32958. Please meet in the main office to sign in.

Completed form(s) must be returned by: 2:00 p.m. on March 30, 2017 and shall be clearly marked: ITB 12-0-2017/JC Band Room and Gates at SRHS

The bid document, drawings and specifications may be downloaded from the Onvia DemandStar website at http://www.demandstar.com or by contacting Jeff Carver.

NOTE: ALL PROSPECTIVE BIDDERS/RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE INDIAN RIVER COUNTY SCHOOL BOARD, STAFF OR CONSULTANTS REGARDING THIS BID OTHER THAN THE SPECIFIED CONTACT PERSON.

Jeff Carver, CPPO,
Director of Purchasing
6055 62nd Avenue
Vero Beach, FL 32967
772.564.5050
Pub: March 11, 12, 19, 2017
TCN 1521662

REQUEST FOR QUALIFICATIONS

RFQ # 2017048

Engineering Consulting Services for Landfill Closure, Landfill Gas System Expansion, and Cell Construction

In compliance with Consultants' Competitive Negotiation Act (CCNA), Florida Statute Section 287.055, the Indian River County Solid Waste Disposal District (SWDD), a special dependent district of Indian River County (IRC), is issuing this Request for Qualifications (RFQ) for professional Engineering Consulting Services related to landfill closure, landfill gas system expansion and cell construction projects for the next 10 years. This includes design, permitting, procurement and construction services.

Detailed specifications for the above referenced RFQ are available from www.demandstar.com or by contacting the Indian River County Purchasing Division at (772) 226-1416, or purchasing@ircgov.com.

Deadline for receipt of one original and five (5) copies of Statements of Qualifications (SOQs) in response to the RFQ to the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 is 2:00 p.m. Friday, April 7, 2017.

Initial screening, ranking, final ranking and negotiations will be in accordance with the CCNA procedures. The SWDD Board reserves the right to accept or reject any and all submittals and to waive all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY
Pub: March 19, 2017
TCN 1529617

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

Indian River County
Bid #2017038
Lateral D Canal Restoration

Detailed specifications are available at: www.demandstar.com or by contacting the Purchasing Division at (772) 226-1416 or purchasing@ircgov.com.

Deadline for receipt of bids has been set for 2:00 P.M. on April 12, 2017. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

A Mandatory pre-bid conference will be held on March 28, 2017 at 10:00 AM at the project site located at Egret Marsh Stormwater Park's Lateral D Canal pump station at 7420 4th Street, Vero Beach, Florida 32968 (on the north bank of the Lateral D Canal north of 4th Street and approximately 150 feet west of 74th Avenue).

BID SECURITY in the sum of not less than five percent (5%) of the total bid must accompany each bid over $25,000.

The Board of County Commissioners reserves the right to accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY
Pub: March 19, 2017
TCN 1528740

PUBLIC NOTICE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SDIRC 11-0-2017/JC
PE Field Drainage Improvements and Repave Car/Bus Loop Gifford Middle School

Participation in this bid is restricted to prequalified contractors. Sealed bids for a summer project for drainage and repaving at Gifford Middle School will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until 2:00 p.m. on March 30, 2017 at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered. Scope of work includes alterations and/or additions to the drainage infrastructure of the activity fields and parking improvements as per drawings provided by Schulke, Bittle & Stoddard. The estimated cost of this project is $320,000. Bonding will be required. All projects are subject to funding and cannot be guaranteed. Deadline for completion of this project is August 1, 2017.

A non-mandatory pre-bid meeting has been scheduled on March 15, 2017 at 10:00 am at Gifford Middle School, 4530 28th Court Vero Beach, FL 32967. Please meet in the main office to sign in.

Completed form(s) must be returned by: 2:00 p.m. on March 30, 2017 and shall be clearly marked: ITB 11-0-

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City Commission Regular Meeting **11.B.1.**

Meeting Date: 04/17/2017

Re: Ordinance 17-010: Small Scale Comprehensive Plan Future Land Use Map Amendment - 900 Avenue O

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-010 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located at 900 Avenue O from COS, Conservation Open Space to GC, General Commercial. SECOND READING

SUMMARY:

- The applicant, Blue Water LLC., is requesting the approval of a Comprehensive Plan Future Land Use Map Amendment, for 5.99 acres of property, to place the properties within the General Commercial (GC) and Neighborhood Commercial (NC) land use districts.
- Ordinance 17-010 presents the small scale Comprehensive Plan Future Land Use Map Amendment proposed for 900 Avenue O, 1.57 acres of land, from Conservation Open Space (COS) to General Commercial (GC).
- The subject site is located on the south side of Avenue O between Ilous Ellis Park (12th Street) and the US Highway 1 corridor. The applicant holds 6.88 acres of property, abutting the site to the east currently within the General Commercial district. The applicant seeks to couple the properties for collective marketing for commercial development along US Highway 1 between both causeways.
- The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request as presented.

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, pending concurrent approval of the rezoning requests.

Attachments

17-010
Staff Report
Aerial & Zoning Map - 900 Avenue O
Application for Future Land Use Map Amendment & Support Documents
Survey - Proposed Amendments Noted
PB Minutes - 2.14.17
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/27/2017 02:46 PM

Form Started By: Kori Benton
Started On: 03/21/2017 10:10 AM
Final Approval Date: 04/04/2017

ORDINANCE NO. 17-010

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 GENERALLY AT **900 AVENUE O** FROM COS, CONSERVATION OPEN SPACE TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND 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, the subject property is located at 900 Avenue O within the City of Fort Pierce, Florida, representing 1.57 acres of land.

WHEREAS, the subject site presently has a Future Land Use designation of COS, Conservation Open Space; and

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 the subject 1.57 acre site, portion of Parcel ID: 2403-233-0002-000-3 from COS, Conservation Open Space 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 February 14th, 2017and 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, a municipal corporation, 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 COS, Conservation Open Space to GC, General Commercial for property located generally at 900 Avenue O in Fort Pierce, Florida as legally described:

Parcel ID: 2403-233-0002-000-3 (Portion – west 190 ft.): The west 190 feet of that part

of the North 400 feet of the south 598 feet of Government Lot 2, lying West of U.S. Highway 1; less the right-of-way for Avenue 0, and less the West 25 feet for North 10th Street right-of-way, all lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida.

All lying and being In Section 4, Township 35 South, Range 40 East, In St. Lucie County, Florida.

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 ordinance or parts of ordinances in conflict herewith are hereby repealed.

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. 17-010 was duly advertised by title only in the St. Lucie News Tribune on March 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 April 3rd, 2017; and was duly introduced, read by title only, and passed on second and final reading April 17th, 2017 by the City Commission of the City of Fort Pierce, Florida.

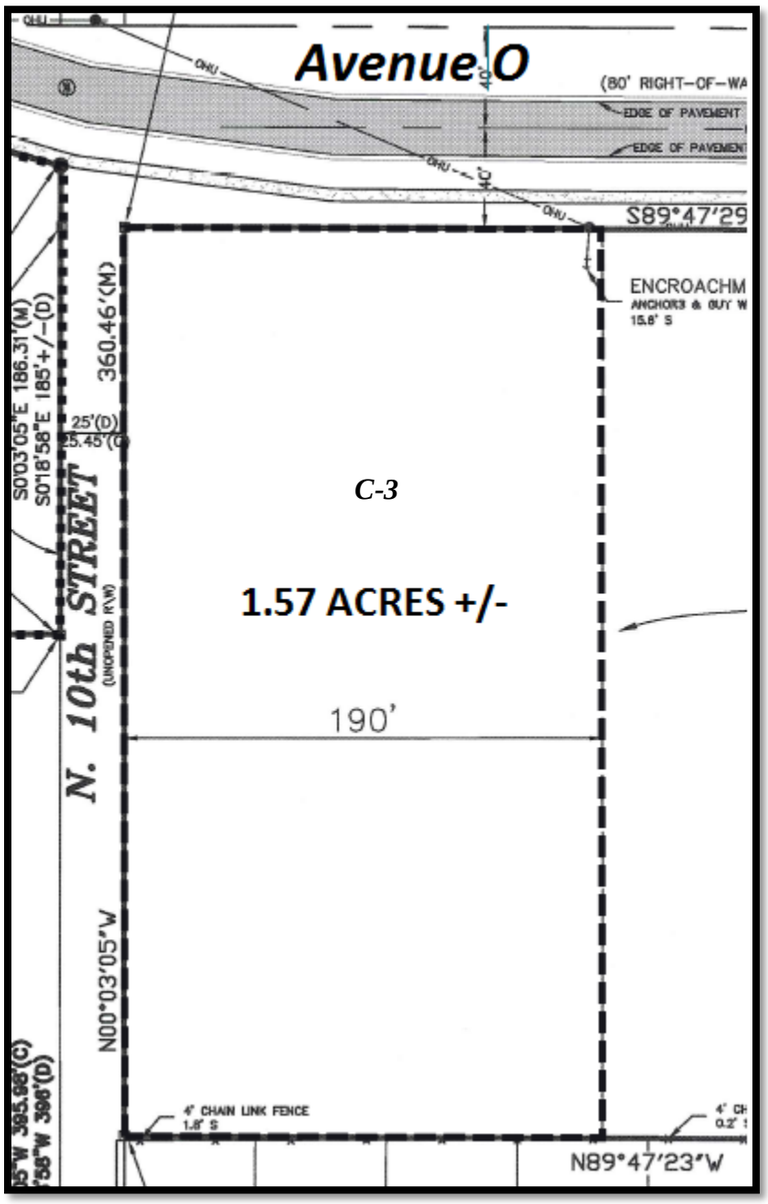
IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 18th day of April, 2017.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

EXHIBIT A
Parcel ID: 2403-233-0002-000-3 (Portion)



Parcel ID: 2403-233-0002-000-3 (Portion – west 190 ft.): The west 190 feet of that part of the North 400 feet of the south 598 feet of Government Lot 2, lying West of U.S. Highway 1; less the right-of-way for Avenue 0, and less the West 25 feet for North 10th Street right-of-way, all lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida.

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: **Ordinances 17-010 & 17-012**
Small Scale Comprehensive Plan Future Land Use Map Amendment
General Commercial (GC) & Neighborhood Commercial (NC)
900 – 1190 Avenue O

DATE: March 21st, 2017

STAFF REPORT

Owners:
Blue Water LLC.
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Representative:
Amanda Martinez
Martinez Planning Associates, LLC
115 Citrus Park Circle
Boynton Beach, FL 33436

Requested Action:
Approval of a Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (RL) & Conservation Open Space (COS) to General Commercial (GC) & Neighborhood Commercial (NC) .

Location:
900 – 1190 Avenue O

Parcel IDs:
2404-144-0000-000-9 & 2403-233-0002-000-3 (western 190 ft.)

Current Zoning:
Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1)

Proposed Zoning:
General Commercial Zone (C-3)

Current Future Land Use:
Low Density Residential (RL) and Conservation Open Space (COS)

Proposed Future Land Use:
General Commercial (GC) & Neighborhood Commercial (NC)

Surrounding FLU:

North	East	South	West
RM	GC	COS / RL	COS

Parcel(s) Size:
4.42 & 1.57 acres

Staff Analysis:

The applicant is requesting the approval of a Comprehensive Plan Future Land Use Map Amendment, for 5.99 acres of property, to place the properties within the General Commercial (GC) and Neighborhood Commercial (NC) land use districts. The affected property is held between two (2) parcels of land, segmented by an unopened extension of 10th Street right-of-way, which the applicant is concurrently seeking abandonment of. The western parcel, representing 4.42 acres, is within the Low Density Residential (RL) district with a Single-family Moderate Density (R-3) zoning designation, and the affected segment of the eastern parcel is within the Conservation Open Space (COS) land use district, and General Recreational Open Space (OS-1) zone.

The applicant seeks approval of a concurrent request to amend the Zoning Atlas (Rezoning) from Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1) to General Commercial (C-3) and Neighborhood Commercial (C-2) to align with the subject land use amendment.

The subject site is located on the south side of Avenue O between Ilous Ellis Park (12th Street) and the US Highway 1 corridor. The sites are predominantly covered with vegetation, including pine, oak, and palm trees, as well as palmettos. The remaining property, 6.88 acres, held by the applicant to the east is within the General Commercial, C-3 district. The applicant seeks to couple the properties, with the respective commercial designations, to market the properties for commercial development along US Highway 1.

History

The entire property held by the applicant, 12.87 acres collectively, previously held a Future Land Use designation of RL, Low Density Residential and a zoning designation of R-3, Single-family moderate density residential until action by the City Commission in 1988 amended the land use and zoning of the eastern 8.45 acres. Ordinances I-293 & I-294 provided the existing General Commercial, C-3 designation for the eastern 6.88 acres abutting US Highway 1, while the remaining 1.57 acres of this parcel was placed within the General Recreational Open Space (OS-1) district to provide a buffer between the desired commercial development fronting US Highway 1, and the residential development and recreational park established to the west.

The applicant is seeking to further the extension of commercial designation to provide greater opportunity to advance the property as a commercial hub, providing access to retail, grocery, and consumer services along the US Highway 1 corridor, accessible from mainland and island residents. The proposal integrates a transitional segment at the west end of the site, proposed for a Neighborhood Commercial designation to enhance assimilation with the adjacent uses.

Proposed Amendments & District Comparison

Figure 1 presents the land holdings of the applicant, the current zoning and land use designations, and proposed amendments for the collective sites.

Figure 1

Table 1 demonstrates basic use standards for development capacity within the existing and proposed designations for the subject site.

Table 1: Existing and Proposed Site Data – Zoning & Land Use

	Existing		***Proposed***	
Zoning	R-3	OS-1	C-3	C-2 (western 350 ft.)
Future Land Use (FLU)	RL	COS	GC	NC
Non-Residential Maximum Floor Area Ratio (FAR) Permitted	-	.25	1.0	.5
Maximum Lot Coverage Permitted	35%	40%	60%	60%
Maximum Height	28 ft. / 35ft	35 ft.	65 ft.	45 ft.
Residential Density Allowance	1-6.5 du/ac	N/A	15 du/ac * Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.	10du/ac Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.

As demonstrated in Table 1, the maximum permitted non-residential floor area ratio (FAR) for the subject properties would increase to allow an FAR of 1.0 under the proposed amendments. Additionally, the maximum permitted lot coverage (area covered by buildings) would increase to 60% under the proposed amendments, allowing for more

intense development of the properties. The expanded development capacity pursued by the applicant is primarily for consideration of options such as grocery stores, retail sales and service, office uses, and restaurants. The commercial districts pursued also allow for vertical mixed-use development and sizable commercial users.

Table 2 demonstrates use type data for the existing and proposed land use designations for the subject site.

Table 2: Existing and Proposed Land Use Classifications

Existing	**Low Density Residential (RL):** The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.
	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. This category combines the previously General Open Space (Os), Recreational Open Space (Osr), and Conservation Open Space (Osc) categories. This designation allows a maximum FAR of 0.25.
Proposed	**General Commercial (GC):** 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.
	Neighborhood Commercial (NC): The Neighborhood Commercial designation permits lower intensity commercial developments that are primarily intended to serve surrounding neighborhoods and residential areas. Uses allowed within this designation include limited retail and commercial services such as convenience/grocery stores, beauty salons, day care facilities; offices; and multifamily residential. This land use designation allows a maximum density of 10 dwelling units per acre and a maximum FAR of 0.5. Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation.

The land use designation amendment proposed modifies the development objective from residential and recreational open space to commercial, providing an expansive variety uses, enabling a broad array of commercial activities,

mixed-use situations, and increased enterprise concentrations when property size and infrastructure availability facilitate such development. The presented amendment creates the capacity to establish an extensive set of retail, entertainment, and service establishments. The coupled shift to the General Commercial (C-3) and Neighborhood Commercial (C-2) zoning districts would additionally increase maximum building coverage and height permitted

The subject request encompasses an assemblage of land, a majority of which is presently designated General Commercial, seek to expand development capacity for commercial development. The applicant seeks increase prospects of promoting a commercial center strategically located between north and south causeways, adjacent to the Port of Fort Pierce, and accessible to adjacent residential areas.

Potential Traffic Impacts

The presented future land use amendment presents the capacity for an increase in traffic volume and impacts upon build-out. The extent of the traffic impacts and mitigation options for roadway improvements will be more definitively quantified at the site of development consideration. Avenue O is presented a two lane, undivided roadway, with design challenges associated with expanding capacity at its intersection with US Highway 1. Presently, Avenue O experiences traffic generation associated with established residential neighborhoods, proximity to Ilous Ellis Park, and its support linkage to Frances K. Sweet Elementary and Lincoln Park Academy. Preliminary analysis of development capacity of the subject property has been completed, and the applicant has identified conceptual mitigation options. Options include pursuit of designated turn lanes to access the site, connectivity to Avenue M to disperse assignment of trips generated, and possibly advance of a lighted intersection at US Highway 1, if development impacts would justify such consideration. Further evaluation, pursuant to the City's concurrency requirements, in coordination with the Florida Department of Transportation (FDOT) will be necessary with the advance of a development plan for commercial activity.

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 advances many of the Goals, Objectives, and Policies of the City's Comprehensive Plan, and is consistent with the concurrent request to amend the Zoning Atlas Designation of the site, as the site fronts the major roadway corridor of US Highway 1, providing encouragement of commercial activities with higher intensity near major intersections. This request furthers *Objective 1.10 to promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.* This objective advanced through implementation of *Policy 1.10.2* to ensure that the FLU Map allocates sufficient lands for commercial and industrial purposes to serve future growth needs of the City. The applicant seeks to increase the availability of general commercial land adjacent to the US Highway 1, accessible to mainland and island development.

The proposed amendment incorporates provision for a land use transition from intense commercial uses, desired along US Highway, to reduced development intensity towards established residential development and active parklands.

It's noted that the future development should advance City Comprehensive Plan Objective 7.2, and policy 7.2.4 by *integrating a proportionate amount of open space and recreation area to be provided by both private enterprise and public agencies* by consideration of partnership that may include mechanisms such as minor land dedications, in favor of recreation and open space credits, and/or transfer of development rights. Design of a future development should embrace the surrounding uses, providing appropriate transition to the adjacent parklands and residential housing, augmenting the introduction of commercial activities.

The land use amendment should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the increased variety and access to goods and services, relying upon design of future development evolve in a manner than minimizes impacts to neighboring residential and recreational districts.

Technical Review Committee:

All affected departments have reviewed and approved the proposed requests. 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

The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request with the recommendation guided by staff. The applicant has revised the requests to incorporate said recommendation.

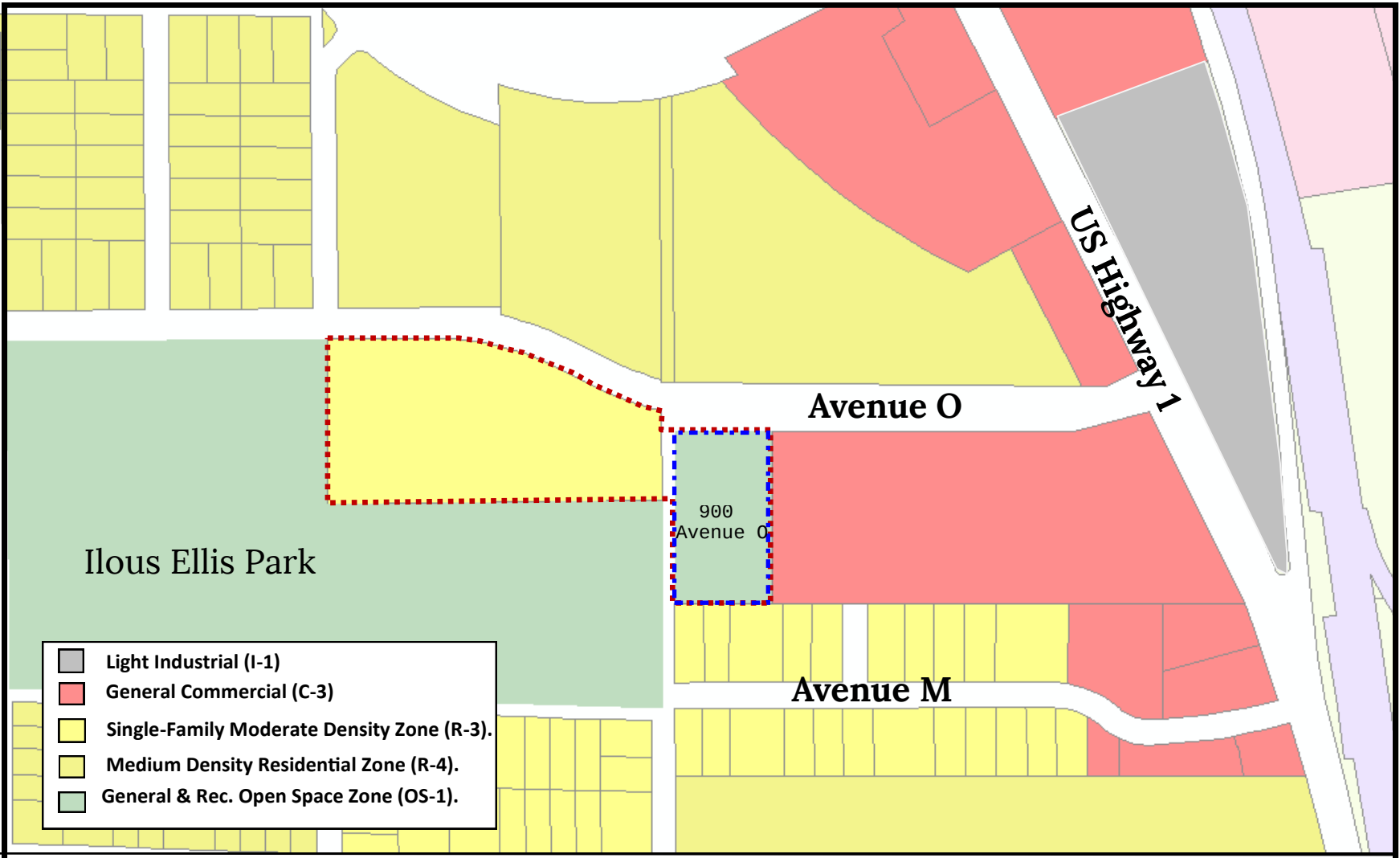
Staff Recommendation:

The proposed Future Land Use amendment meets the criteria specified in Section 22-131 of the City Code, and promotes and protects the public health, safety and general welfare; therefore Staff recommends **approval** of the proposed amendments within Ordinances 17-010 and 17-012.

THE SUNRISE CITY
FORT PIERCE
Florida

Blue Water Properties

Site Aerial



THE SUNRISE CITY FORT PIERCE Florida

Blue Water Properties–Zoning Map

900 – 1190 Avenue O

N W E S

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_____

{00087397.DOC. 1 }

1. Property Address/Location: 801 Avenue O
2. Property Tax ID(s): 2403-233-0002-000-3 & 2404-144-0000-000-9
3. Total Acreage: 5.99
4. Existing Future Land Use Designation: 1.57 Acres Conservation Open Space & 4.42 acres Residential, Low
5. Existing Zoning Classification: O-1 (Gen. & Recreational Open Space) & R-3 (Single Family Moderate Density)
6. Proposed Future Land Use Designation: General Commercial
7. Other applications being submitted concurrent with this application, if any: Zoning Atlas Amendment & Abandonment
8. Describe the existing uses, improvements and structures on the amendment lands: None, vacant land
9. Are there any identified or possible historical structures on the amendment lands? No, vacant land
10. The reason for making this request: To change the land use designation to match the land use designation to the east (General Commercial) so the parcels can be developed as one commercial site.
11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential, Multi-Family	Residential, Medium	R-4
South	Park/Residential, Single-Family	Conservation Open Space/Residential, Low	O-1/R-1
East	Vacant Land	General Commercial	C-3
West	Park	Conservation Open Space	O-1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Residential, Low/Conservation Open Space	R-3/O-1	RL: 6 DU/acre = 26 units COS: 17,097 sq. ft.	4.42 RL 1.57 COS	X
Proposed	General Commercial	C-3	260,924 sq. ft.	5.99	N/A

{00087397.DOC. 1}

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(.125) = 2,137 **Total: 8,807**
Proposed Zoning	Total gallons per day: 260,924(.125) = **32,615**
Change in Demand	**Total gallons per day: 32,615 – 8,807 = Increase of 23,808**

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(0.1) = 1,709 **Total: 8,379**
Proposed Zoning	Total gallons per day: 260,924(0.1) = **26,092**
Change in Demand	**Total gallons per day: 26,092 – 8,379 = Increase of 17,713**

C. Parks and Recreation (Residential Classifications Only): N/A
(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): N/A
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	R-3: 4 yards

{00087397.DOC. 1}

Proposed Zoning	None
Change in Demand	**Decrease in 4 yards**
F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)	
Impact	As this site is currently unimproved, there is no drainage provided on site. Drainage improvements will be designed at the time the of site plan submittal to provide for on-site drainage. All improvements will be designed to meet the level of service required.

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	882 Trips	63 AM Trips/78 PM Trips
Proposed Zoning	12,667 Trips	280 AM Trips/1,139 PM Trips
Change in Demand	+ 11,785 Trips	+ 217 AM Trips/+1,061 PM Trips
Impact to Capacity	Avenue O changes from LOS C to F for the PM Peak Hour & US 1 remains at LOS C *See attached Trip Generation Letter & Impact Statement for Mitigation Options	

12. Name of Owner(s): Blue Water, LLC
Mailing Address: 312 SE 17th St. 2nd Floor
City: Fort Lauderdale State: FL Zip: 33316
Phone # 954-767-6333
E-mail: DSaavedra@saavlaw.com

13. Name of Applicant: Blue Water, LLC
Mailing Address: 312 SE 17th St. 2nd Floor
City: Fort Lauderdale State: FL Zip: 33316
Phone # 954-767-6333
E-mail: DSaavedra@saavlaw.com

14. Name of Representative: Amanda Martinez, Martinez Planning Associates, LLC
Mailing Address: 115 Citrus Park Cir.
City Boynton Beach State FL Zip 33436
Phone # 954-304-7755 Fax # N/A
E-mail: amandaplanner@gmail.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.

{00087397.DOC. 1}

_____ 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 Date 12.6.16

312 SE 17th St. Ft. Lauderdale, FL 33316
Address State Zip

954-767-6333 954-767-8111 DSaavedra@saavlaw.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.

Blue Water, LLC 954-767-6333
Property Owner's Name (Please Print) Phone

312 SE 17th St. Ft. Lauderdale, FL 33316
Address State Zip

Property Owner's Signature Date 12.6.16

STATE OF FLORIDA)
BROWARD COUNTY)

The foregoing instrument was acknowledged before me this 6th day of December, 2016, by Damaso W. Saavedra who is personally known to me or has produced _____ as identification.

Signature of Notary

JOANNE SPEAKE
MY COMMISSION # FF 042974
EXPIRES: December 6, 2017
Bonded Thru Budget Notary Services
(seal)

JOANNE SPEAKE

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

{00087397.DOC. 1}

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2309816 OR BOOK 1848 PAGE 2087
Recorded:11/21/03 12:50

* Doc Assump: $ 0.00
* Doc Tax : $ 6,650.00
* Int Tax : $ 0.00

Prepared by and return to:
Judith W. Stoner
Vice President
Lawyers Land Title Co.
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

File Number: **9848.101**
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 31st day of **October, 2003** between **Ft. Pierce, LLC, an Illinois Limited Liability Company** whose post office address is **143 East Lake Cook Road, Palatine, IL** of the County of Cook, State of **Illinois**, grantor*, and **Blue Water, LLC, a Florida limited liability company** whose post office address is **701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311** of the County of **Broward**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida**, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2003 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

Witness
(print name) Christy L Marsh

Witness
(print name) Bruce A Salli

Ft. Pierce, LLC, an Illinois Limited Liability Company

By: _____
Emmett F. Stains, Managing Member

DoubleTime®

State of Illinois
County of Cook

This instrument was acknowledged before me this 31st day of October, 2003 by Emmett F. Stains, as managing member of **Ft. Pierce, LLC, an Illinois Limited Liability Company**. He is personally known to me or produced _____ as identification and did not take an oath.

State of Illinois. Notary Public

My commission expires:

"OFFICIAL SEAL"
DIANA ANTONIO
Notary Public, State of Illinois
Commission Expires 07/28/05

F:\WordDocs\Mogerman, O'Leary & Patel - 9848\Blue Water, LLC - 101\Documents\WD from dl.rtf

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EXHIBIT "A"

LEGAL DESCRIPTION

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, page 43 of the Public Records of St. Lucie County, Florida. Thence South 90 deg. 00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90 deg. 00' 00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40' 51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16' 48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2336657 OR BOOK 1882 PAGE 478
Recorded:01/15/04 11:29

Prepared by and return to: Fed X
Lisa K. Hermann, Esq.
Saavedra, Pelosi, Goodwin & Hermann
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

* Doc Assump:	$	0.00
* Doc Tax :	$	840.00
* Int Tax :	$	0.00

File Number: **9848.116**
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 24th day of December 2003 between Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981 and as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981, whose post office address is 215 LAKEVIEW CT. NW * of the County of HIGHLANDS, State of FLORIDA, grantor*, and **Blue Water, LLC, a Florida limited liability company** whose post office address is **701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311** of the County of **Broward**, State of **Florida**, grantee*,
*Lake Placid, FL 33852

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **St. Lucie County, Florida**, to-wit:

From the SE corner of the NE ¼ of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2004 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

(signatures and acknowledgments appear on the following page)

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:

Witness PATRICIA M. BARNHART
(print name)

Witness
(print name) Bessie P Smith

By: Robert D. Meyer, Trustee
Robert D. Meyer, Trustee

By: Opal I. Meyer, Trustee
Opal I. Meyer, Trustee

State of FLORIDA
County of HIGHLANDS

This instrument was acknowledged before me this 24 day of DEC, 2003 by Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981, and as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981. They are personally known to me or produced _____ as identification and did not take an oath.

State of _____, Notary Public

My commission expires:

Bessie P Smith
My Commission DD171943
Expires February 05 2007

DoubleTime®

EXHIBIT "A"

PARCEL 1:

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, page 43, of the Public Records of St. Lucie County, Florida. Thence South 90 deg. 00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90 deg. 00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16'48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

PARCEL 2:

From the SE corner of the NE 1/4 of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the Point of Beginning of the lands herein described: From said Point of Beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 deg. 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, are 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the Point of Beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Property Identification

Site Address: 801 Avenue O
Map ID: 24/03N

Parcel ID: 2403-233-0002-000-3
Zoning: C-3 - FP

Account #: 15831
Use Type: 1000

Sec/Town/Range: 03/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Legal Description

3 35 40 THAT PART OF N 400 FT OFS 598 FT OF GOVT LOT 2 LYG W OF US 1 HWY-LESS R/W FOR AV O AND LESS W 25 FT FOR N 10 ST R/W AND LESS THAT PART MPDAF: FROM INT OF WLY RD R/W LI OF US #1 AND N LI OF TRACT A OF MELTONS RIVERVIEW S/D (PB 9-43) RUN S 90 00 00 W 31.85 FT TO POB, TH CONT S 90 00 00 W 85.58 FT, TH N 89 40 51 E 85.58 FT, TH S 00 16 48 E 0.48 FT TO N LI OF TRACT A AND POB- (8.67 AC) (OR 1848-2087)

Current Values

Just/Market:	$828,200	Assessed:	$828,200
Exemptions:	$0	Taxable:	$828,200

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$828,200	$828,200	$0	$828,200
2015	$828,200	$828,200	$0	$828,200
2014	$828,200	$828,200	$0	$828,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-31-2003	1848 / 2087	XX00	WD	Ft Pierce, LLC,	$950,000
08-15-2000	1321 / 848	XX00	WD	Dloughy,Daniel J	$339,000
12-30-1998	1194 / 0832	XX01	QC	RAVEN PARC INC	$230,000

Primary Building Information

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

View:
Year Built: N/A
Primary Wall:

Roof Cover:
Frame:
Story Height:

Exterior Data
Roof Structure:
Grade:
No. Units: 0

Building Type:
Effective Year: 2014
Secondary Wall:

Bedrooms: 0
Full Baths: 0
Half Baths: 0

A/C %: 0%
Heated %: N/A%
Sprinkled %: 0%

Interior Data
Electric:
Heat Type:
Heat Fuel:

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors:

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	8.45
Land Size (SF):	368,082
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

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

Site Address: Avenue O
Map ID: 24/04N

Parcel ID: 2404-144-0000-000-9
Zoning: R3

Account #: 16249
Use Type: 0000

Sec/Town/Range: 04/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Legal Description

4 35 40 BEG AT INT OF S R/W AV OAND E SEC LI, TH S ALG SD E LI 185 FT M/L TO PT 396 FT N OF SE COR OF NE 1/4, TH E 660 FT, TH N // TOE SEC LI 332.28 FT M/L TO S R/W AV O, TH N 89 DEG 41 MIN 02 SEC E207.62 FT TO PC OF CURVE TO RT, R542.96 AND CA 26 DEG 57 MIN ARC DIST OF 255.39 FT, TH S 63 DEG 21MIN 58 SEC E 85.61 FT TO PC OF CURVE TO LEFT, R 602.96 FT, ARC DIST OF 138 FT M/L TO POB (OR 1882-478)

Current Values

Just/Market:	$125,000	Assessed:	$125,000
Exemptions:	$0	Taxable:	$125,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$125,000	$125,000	$0	$125,000
2015	$125,000	$125,000	$0	$125,000
2014	$125,000	$125,000	$0	$125,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-24-2003	1882 / 0478	XX00	WD	Meyer,Robert D	$120,000
08-01-1979	0323 / 2977	XX02	CV		$33,000

Primary Building Information

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

View:	Roof Cover:	Exterior Data Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: 2014
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:
		Interior Data	
Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	4.41
Land Size (SF):	192,099.6
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

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

1) Reproductions of this map are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2) Descriptions shown hereon provided by the client and/or their agent.
3) Underground foundations and improvements were not located as part of this survey.
4) Overall parcel contains 13.18 Acres, more or less.
5) The last date of field work was August 16, 2016.
6) The center line of Avenue "O" is assumed to bear S89°47'29"E and all bearings shown hereon are relative thereto.
7) The concrete walk along U.S. Highway 1 meanders on and off of property line.
8)Said described property is located within an area having a zone designation "X" by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0179 J, with a date of identification of February 16, 2012, for Community Number 120286, 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) The intent of the description hereon is to less and except that part of the building encroaching on subject property.
10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the party or parties.
11) Zoning designations shown hereon are based on information provided by city of Ft. Pierce zoning atlas, with a review date of 8/31/2016.
12) This map is intended to be displayed at a horizontal scle of 1"=50' unless otherwise noted.

DESCRIPTION

PARCEL 1
That part of the North 400 feet of the South 598 feet of Government Lot 2 lying west of U.S. Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

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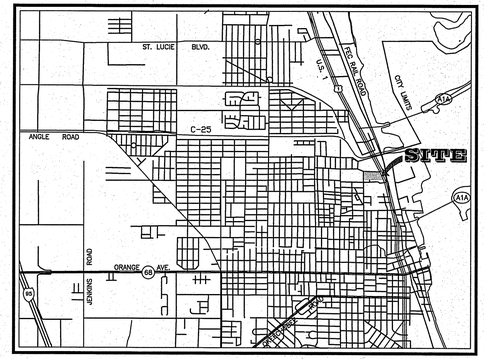
DESCRIPTION

Together with:

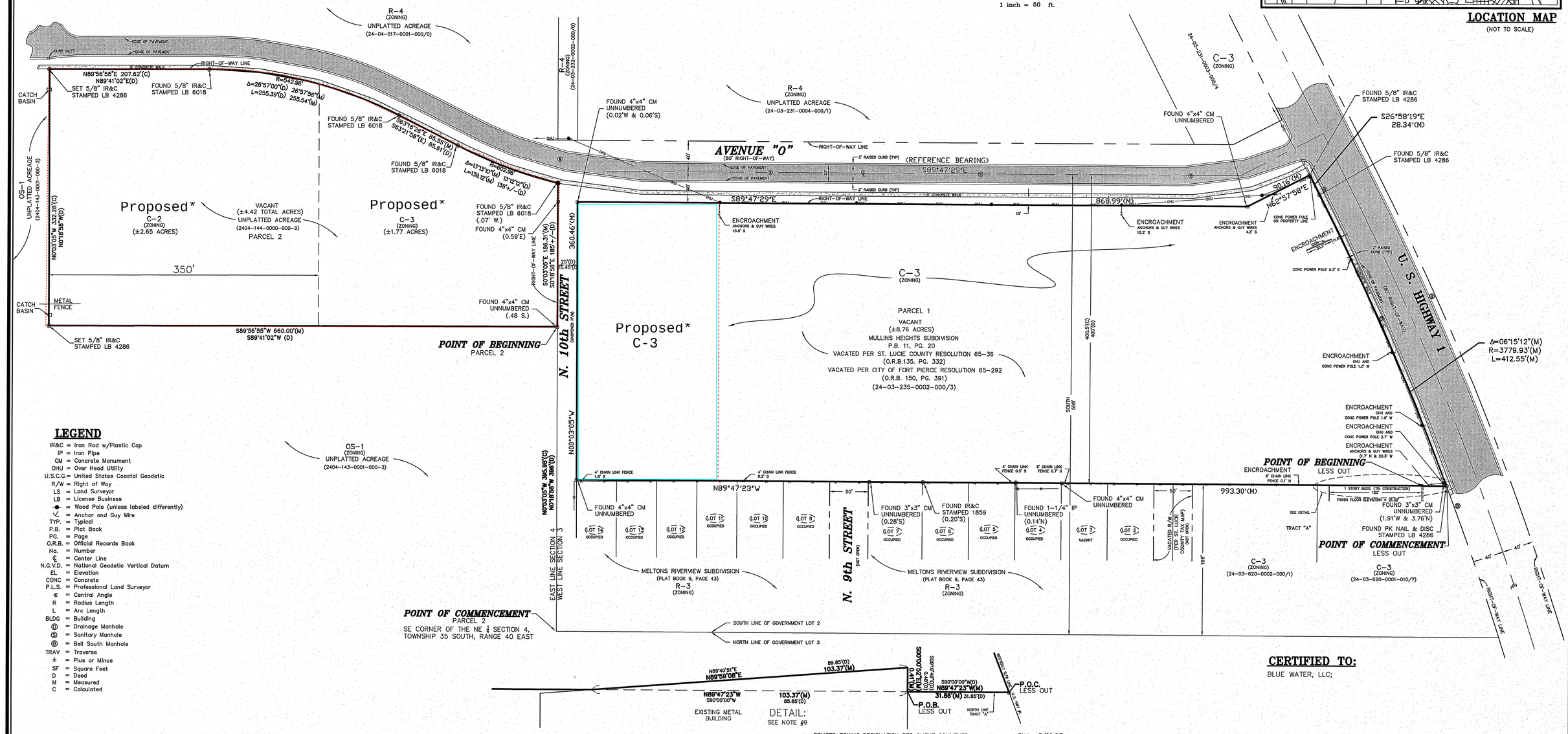
PARCEL 2
From the SE corner of the NE ¼ of Section 4, Township 35 South, range 40 East, run North 0 deg. 18'58" west, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg.41' 02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to the South right of way of Avenue "O"; thence North 89 deg. 41'02" East207.62 feet to a point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.



LOCATION MAP
(NOT TO SCALE)



LEGEND

IR&C = Iron Rod w/Plastic Cap
IP = Iron Pipe
CM = Concrete Monument
OHU = Over Head Utility
U.S.C.G.= United States Coastal Geodetic
R/W = Right of Way
LS = Land Surveyor
LB = License Business
= Wood Pole (unless labeled differently)
= Anchor and Guy Wire
TYP. = Typical
P.B. = Plat Book
PG. = Page
O.R.B. = Official Records Book
No. = Number
℄ = Center Line
CONC = Concrete
P.L.S. = Professional Land Surveyor
∈ = Central Angle
R = Radius Length
L = Arc Length
BLDG = Building
Ⓓ = Drainage Manhole
Ⓢ = Sanitary Manhole
Ⓑ = Bell South Manhole
TRAV = Traverse
± = Plus or Minus
SF = Square Feet
D = Deed
M = Measured
C = Calculated

CERTIFIED TO:

BLUE WATER, LLC;

REVISED ZONING DESIGNATION PER CLIENT COMMENTS RNJ 3/09/17

3/9/2017
DATE

ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

COMPUTER FILE REF.	FIELD BK./PG.
03-215.dwg	9820/9-14
16-088.dwg	0136/ 12-14
	1604/ 35

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
REVISED FOR ALTA/ACSM STANDARDS AND UPDATED BOUNDARY	BCS	8/8/00
ADDED ADDITIONAL TOPO	ER	9/18/01
UP-DATE SURVEY REVISED CERTIFICATIONS	GLL	10/01/03
UP-DATE SURVEY ADD PARCEL 2	RNJ	8/16/16
ADDED ZONING INFORMATION	RNJ	8/25/16
REVISED GRAPHICS AND ANNOTATION	RNJ	8/30/16

	BY	DATE
FIELD	ER	6/9/98
CALCS.	RCL	6/11/98
DRAWN	BCS	6/12/98
DETAILED		
CHECKED	RCL	6/12/98
APPROVED		

BOUNDARY SURVEY
PREPARED FOR
BLUE WATER, LLC

DATE: 8/16/16
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 16-088
SHEET 1 OF 1

P:\Proj-2016\16-088 Blue Water LLC\Survey\16-088.mxr 3-9-17.dwg, 3/9/2017 2:55:33 PM

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.

6. APPROVAL OF MINUTES

a. Minutes from the January 10, 2017 meeting

Motion was made by Robert Poitier, and seconded by John George to approve the minutes from the January 10, 2017 meeting.

AYE: **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

7. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Comprehensive Plan Future Land Use Map Amendment – Blue Water Properties - 1190 Avenue O**

Mr. Benton gave an overview of the application and answered questions from the Board regarding usage of the property.

Amanda Martinez, Blue Water Properties, Applicant Representative, stated the intent is to design the property as one commercial center that is compatible with the adjacent uses in the neighborhood. Ms Martinez answered questions from the Board.

No one spoke against the application.

Motion was made by Marcia Baker, and seconded by John George to recommend approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (NC) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.

AYE: **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

8. NEW BUSINESS

a. **Zoning Atlas Amendment - Blue Water Properties – 1190 Avenue O**

Mr. Benton gave a brief overview of the Zoning Atlas Amendment and stated it is a coupled request with item 7a.

No one spoke for or against the project.

Motion was made by Marcia Baker, and seconded by John George to recommend approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (C-2) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.

AYE: **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

b. **Abandonment - Segment of North 10th Street between Avenue M & Avenue O**

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 Marcia Baker, and seconded by John George to forward a recommendation to approve the requested abandonment.

AYE: **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **Chairman Bob Burdge**

Passed

c. **Conditional Use - Advanced Scholars Christian Academy - 616 Orange Avenue**

Mr. Creagan gave an overview of the application.

Sherria Baptiste, Representative, spoke on behalf of the school and answered questions from the Board regarding teacher certification and the limited playground area.

Mike Menard, Representative from Architectonic, stated he is working with Ms. Baptiste to make sure the school is compliant with the educational requirements for building code, life safety and ADA.

Richard Shoy spoke in favor of the project.

Motion was made by Robert Poitier, and seconded by John George to forward a recommendation to the City Commission for approval of the Conditional Use with No New Construction to operate a private K-8 school that will accommodate 135 (one hundred thirty five) students 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.

AYE: **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Chairman Bob Burdge**

Passed

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

RECEIVED
MAR 24 2017
FINANCE
DEPARTMENT

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	1529284	Meetings: 4/3/17 & 4/17/17: 5 ORDS	Meetings

Pub Dates
March 19, 2017

Sworn to and subscribed before me this day of, March 17, 2017, by

Sherri Cipriani, who is

(X) personally known to me or

( ) who has produced _____ as identification.

Sandra Coldren
Sandra Coldren Notary Public

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

Public Notices

ny and evidence upon which the appeal is to be based (section 286.0105, Florida Statutes).

Town of Sewall's Point, Florida
Lakisha Q. Burch, CMC,
Town Clerk
Pub: March 19, 2017
TCN 1520960

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to the Sec. 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, April 3rd, 2017, hold a Public Hearing 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 the following Conditional Use applications:

1) Review and approval of an application for a Conditional Use with No New Construction, submitted by the Applicant; Joanne Albarelli to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 408 S. Ocean Drive, Unit B, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-502-0004-020-2).

2) Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners and Applicants; Robert & Deborah Sacks to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 655 Hernando Street, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-503-0026-020-5).

3) Review and Approval of an application for Site Plan & Design Review, submitted by property owners, NNN/1031 #16 Jenkins LLC, and applicant, Kristen Ferretti of Corporate Property Services, to construct a new 4,989 sq. ft. restaurant with drive-thru service at 5560 Okeechobee Road, Fort Pierce, FL. The properties are zoned General Commercial, C-3 zone. (Parcel IDs: 2419-603-0002-000-7 & 2419-603-0005-000-8.)

4) Application submitted by Sweetie's Diner, LLC is requesting to secure a 2COP – Beer and Wine License to offer sale of alcohol, at 2625 S. US Highway 1, Fort Pierce, Florida; for consumption on premises. The sale or distribution of alcoholic beverages for consumption on premises requires a variance from Sec. 3-7 and Sec. 3-11 to operate within 1,600 feet of a church, school or other licensed establishments. The property is zoned C-3, General Commercial Zone (Parcel ID 2422-602-0249-000-7).

All interested parties may appear at the meeting and be heard with respect to the applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or online at www.CityofFort-Pierce.com.

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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 19, 2017
TCN 1530211

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143, 22-131, and 17-1 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187? of Florida State Statutes, will on Monday, April 3rd, 2017 and Monday, April 17th, 2017 hold Public Hearings on the enactment of the proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

1) Ordinance 17-010 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 GENERALLY AT 900 AVENUE O FROM COS, CONSERVATION OPEN SPACE TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2403-233-0002-000-3

2) Ordinance 17-011 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED GENERALLY AT 900 AVENUE O FROM GENERAL AND RECREATIONAL OPEN SPACE ZONE, OS-1, TO GENERAL COMMERCIAL ZONE, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2403-233-0002-000-3

3) Ordinance 17-012 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 GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM RL, LOW DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; AND NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2404-144-0000-000-9

4) Ordinance 17-013 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM SINGLE FAMILY MODERATE DENSITY RESIDENTIAL ZONE, R-3, TO GENERAL COMMERCIAL ZONE, C-3 AND NEIGHBORHOOD COMMERCIAL ZONE, C-2; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2404-144-0000-000-9

5) Ordinance 17-014 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ABANDONING A PORTION OF NORTH TENTH STREET RIGHT-OF-WAY, LYING SOUTH OF AVENUE O WITHIN THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the applications. Said applications 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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 19, 2017
TCN 1529284

Request for Bids

PUBLIC NOTICE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SDIRC 12-0-2017/JC
Band Room Renovation and Exterior Gate Replacement at Sebastian River High School

Participation in this bid is restricted to prequalified contractors. Sealed bids for a summer project for band room renovation and exterior gate replacement at Sebastian River High School will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until 2:00 p.m. on March 30, 2017 at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered. The estimated cost of this project is $350,000. Bonding will be required. Drawings provided by Edlund, Dritenbas and Binkley Architects & Associates. All projects are subject to funding and cannot be guaranteed. Deadline for completion of this project is August 1, 2017.

A non-mandatory pre-bid meeting has been scheduled on March 14, 2017 at 10:00 am at Sebastian River High School, 9001 90th Avenue Sebastian, FL 32958. Please meet in the main office to sign in.

Completed form(s) must be returned by: 2:00 p.m. on March 30, 2017 and shall be clearly marked: ITB 12-0-2017/JC Band Room and Gates at SRHS

The bid document, drawings and specifications may be downloaded from the Onvia DemandStar website at http://www.demandstar.com or by contacting Jeff Carver.

NOTE: ALL PROSPECTIVE BIDDERS/RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE INDIAN RIVER COUNTY SCHOOL BOARD, STAFF OR CONSULTANTS REGARDING THIS BID OTHER THAN THE SPECIFIED CONTACT PERSON.

Jeff Carver, CPPO,
Director of Purchasing
6055 62nd Avenue
Vero Beach, FL 32967
772.564.5050
Pub: March 11, 12, 19, 2017
TCN 1521662

REQUEST FOR QUALIFICATIONS

RFQ # 2017048

Engineering Consulting Services for Landfill Closure, Landfill Gas System Expansion, and Cell Construction

In compliance with Consultants' Competitive Negotiation Act (CCNA), Florida Statute Section 287.055, the Indian River County Solid Waste Disposal District (SWDD), a special dependent district of Indian River County (IRC), is issuing this Request for Qualifications (RFQ) for professional Engineering Consulting Services related to landfill closure, landfill gas system expansion and cell construction projects for the next 10 years. This includes design, permitting, procurement and construction services.

Detailed specifications for the above referenced RFQ are available from www.demandstar.com or by contacting the Indian River County Purchasing Division at (772) 226-1416, or purchasing@ircgov.com.

Deadline for receipt of one original and five (5) copies of Statements of Qualifications (SOQs) in response to the RFQ to the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 is 2:00 p.m. Friday, April 7, 2017.

Initial screening, ranking, final ranking and negotiations will be in accordance with the CCNA procedures. The SWDD Board reserves the right to accept or reject any and all submittals and to waive all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY
Pub: March 19, 2017
TCN 1529617

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

Indian River County
Bid #2017038
Lateral D Canal Restoration

Detailed specifications are available at: www.demandstar.com or by contacting the Purchasing Division at (772) 226-1416 or purchasing@ircgov.com.

Deadline for receipt of bids has been set for 2:00 P.M. on April 12, 2017. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

A Mandatory pre-bid conference will be held on March 28, 2017 at 10:00 AM at the project site located at Egret Marsh Stormwater Park's Lateral D Canal pump station at 7420 4th Street, Vero Beach, Florida 32968 (on the north bank of the Lateral D Canal north of 4th Street and approximately 150 feet west of 74th Avenue).

BID SECURITY in the sum of not less than five percent (5%) of the total bid must accompany each bid over $25,000.

The Board of County Commissioners reserves the right to accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY
Pub: March 19, 2017
TCN 1528740

PUBLIC NOTICE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SDIRC 11-0-2017/JC
PE Field Drainage Improvements and Repave Car/Bus Loop Gifford Middle School

Participation in this bid is restricted to prequalified contractors. Sealed bids for a summer project for drainage and repaving at Gifford Middle School will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until 2:00 p.m. on March 30, 2017 at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered. Scope of work includes alterations and/or additions to the drainage infrastructure of the activity fields and parking improvements as per drawings provided by Schulke, Bittle & Stoddard. The estimated cost of this project is $320,000. Bonding will be required. All projects are subject to funding and cannot be guaranteed. Deadline for completion of this project is August 1, 2017.

A non-mandatory pre-bid meeting has been scheduled on March 15, 2017 at 10:00 am at Gifford Middle School, 4530 28th Court Vero Beach, FL 32967. Please meet in the main office to sign in.

Completed form(s) must be returned by: 2:00 p.m. on March 30, 2017 and shall be clearly marked: ITB 11-0-

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City Commission Regular Meeting **11.B.2.**

Meeting Date: 04/17/2017

Re: Ordinance 17-012 - FLUMA 1000-1190 Avenue O - General Commercial / Neighborhood Commercial.

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-012 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located between 1000 - 1190 Avenue O from Low Density Residential (RL) to General Commercial (GC) & Neighborhood Commercial (NC) . SECOND READING

SUMMARY:

- The applicant, Blue Water LLC., is requesting the approval of a Comprehensive Plan Future Land Use Map Amendment, for 5.99 acres of property, to place the properties within the General Commercial (GC) and Neighborhood Commercial (NC) land use districts.
- Ordinance 17-012 presents the small scale Comprehensive Plan Future Land Use Map Amendment proposed for 1000 - 1190 Avenue O, 4.42 acres of land, from Low Density Residential (RL) to General Commercial (GC) & Neighborhood Commercial (NC) .
- The subject site is located on the south side of Avenue O between Ilous Ellis Park (12th Street) and the unopened 10th Street right-of-way. The applicant holds 13.18 acres of property, from US Highway 1 west through the subject property. 6.88 acres of said property is currently within the General Commercial district. The applicant seeks to couple the properties for collective marketing of commercial development along US Highway 1 between both causeways.
- The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request as presented.

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, pending approval of concurrent rezoning request.

Attachments

Draft Ordinance 17-012 (to be replaced by formatted version)
Staff Report
Aerial & Zoning Map 1000 - 1190 Avenue O
Application & Support Documents
PB Minutes 2.14.17 - Project Marked
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/27/2017 02:45 PM

Form Started By: Kori Benton
Started On: 03/22/2017 01:48 PM
Final Approval Date: 04/04/2017

ORDINANCE NO. 17-012

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 GENERALLY BETWEEN **1000 AND 1190 AVENUE O** FROM RL, LOW DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; AND NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND 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, the subject property is located between 1000 and 1190 Avenue O within the City of Fort Pierce, Florida, representing 4.42 acres of land.

WHEREAS, the subject site presently has a Future Land Use designation of RL, Low Density Residential; and

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 the subject 4.42 acre site, Parcel ID: 2404-144-0000-000-9 from RL, Low Density Residential to GC, General Commercial for the eastern 310 ft. of the site and NC, Neighborhood Commercial for the western 350 ft. of the site.

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 February 14th, 2017and 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, a municipal corporation, 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 RL, Low Density Residential, to GC, General Commercial and NC,

Neighborhood Commercial for property located between 1000 and 1190 Avenue O, respectively, in Fort Pierce, Florida as follows:

Parcel ID: 2404-144-0000-000-9: From the SE corner of the NE 1/4 of Section 4, Township 35 South, Range 40 East run North 0 deg. 18'58" West, 396 feet to the Point of Beginning of the lands herein described: From said Point of Beginning run South 89 deg. 41'02" West, 660.00 feet, thence North parallel to the East line of Section 0 deg. 18'5811 West 332.28 feet more or less to South right of way of Avenue "O", thence North 89 deg: 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 deg. 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, are 138 feet more or less; thence South 0 degrees 18'58" east 185 feet more or less to the Point of Beginning.

All lying and being ln Section 4, Township 35 South, Range 40 East, ln St. Lucie County, Florida.

and further depicted on Exhibit "A", attached hereto and incorporated herein. The eastern 310 ft. of said property being amended from RL, Low Density Residential to GC, General Commercial; said property being generally located at 1000 Avenue O in Fort Pierce, Florida and the western 350 ft. of said property being amended from RL, Low Density Residential to NC, Neighborhood Commercial; said property being generally located at 1100 Avenue O in Fort Pierce, Florida.

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 ordinance or parts of ordinances in conflict herewith are hereby repealed.

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. 17-012 was duly advertised by title only in the St. Lucie News Tribune on March 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 Aoril 3rd, 2017; and was duly introduced, read by title only, and passed on second and final reading April 17th, 2017 by the City Commission of the City of Fort Pierce, Florida.

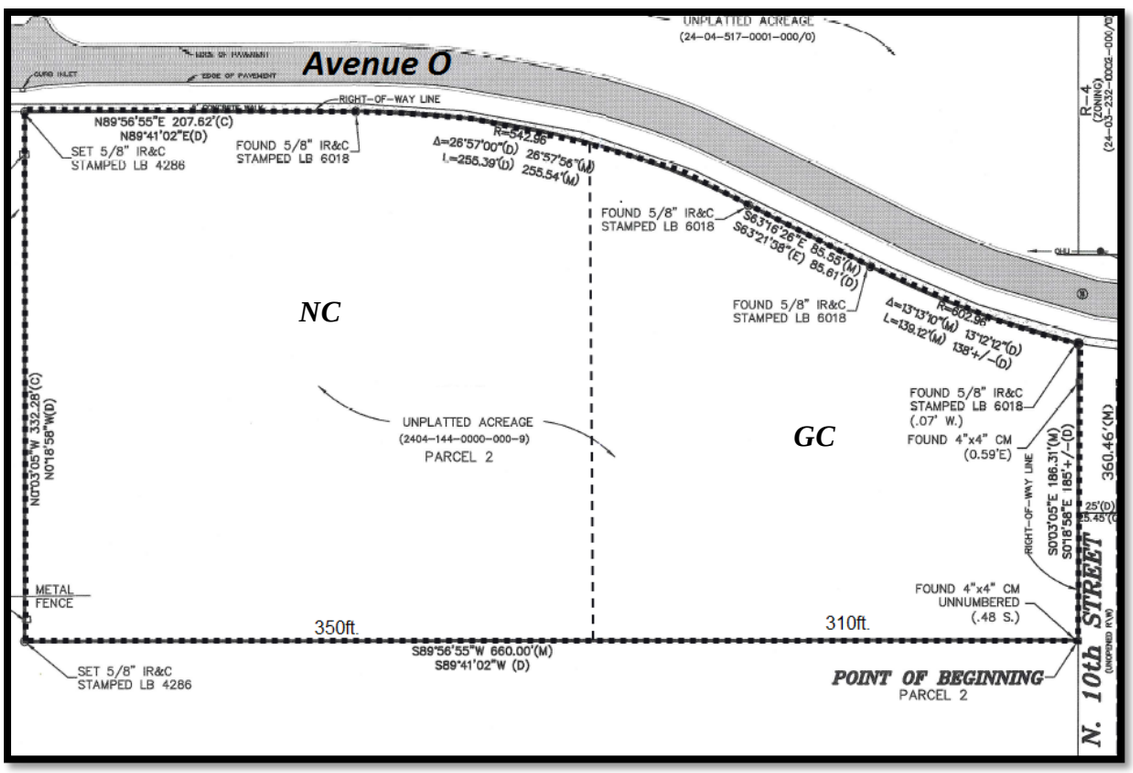
IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 18th day of April, 2017.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

EXHIBIT A
Sketch & Legal Description
Parcel ID: 2404-144-0000-000-9



B. **Parcel ID: 2404-144-0000-000-9:** From the SE corner of the NE 1/4 of Section 4, Township 35 South, Range 40 East run North 0 deg. 18'58" West, 396 feet to the Point of Beginning of the lands herein described: From said Point of Beginning run South 89 deg. 41'02" West, 660.00 feet, thence North parallel to the East line of Section 0 deg. 18'5811 West 332.28 feet more or less to South right of way of Avenue "O", thence North 89 deg: 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 deg. 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, are 138 feet more or less; thence South 0 degrees 18'58" east 185 feet more or less to the Point of Beginning.

All lying and being In Section 4, Township 35 South, Range 40 East, In St. Lucie County, Florida.

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: **Ordinances 17-010 & 17-012**
Small Scale Comprehensive Plan Future Land Use Map Amendment
General Commercial (GC) & Neighborhood Commercial (NC)
900 – 1190 Avenue O

DATE: March 21st, 2017

STAFF REPORT

Owners:
Blue Water LLC.
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Representative:
Amanda Martinez
Martinez Planning Associates, LLC
115 Citrus Park Circle
Boynton Beach, FL 33436

Requested Action:
Approval of a Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (RL) & Conservation Open Space (COS) to General Commercial (GC) & Neighborhood Commercial (NC) .

Location:
900 – 1190 Avenue O

Parcel IDs:
2404-144-0000-000-9 & 2403-233-0002-000-3 (western 190 ft.)

Current Zoning:
Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1)

Proposed Zoning:
General Commercial Zone (C-3)

Current Future Land Use:
Low Density Residential (RL) and Conservation Open Space (COS)

Proposed Future Land Use:
General Commercial (GC) & Neighborhood Commercial (NC)

Surrounding FLU:

North	East	South	West
RM	GC	COS / RL	COS

Parcel(s) Size:
4.42 & 1.57 acres

Staff Analysis:

The applicant is requesting the approval of a Comprehensive Plan Future Land Use Map Amendment, for 5.99 acres of property, to place the properties within the General Commercial (GC) and Neighborhood Commercial (NC) land use districts. The affected property is held between two (2) parcels of land, segmented by an unopened extension of 10th Street right-of-way, which the applicant is concurrently seeking abandonment of. The western parcel, representing 4.42 acres, is within the Low Density Residential (RL) district with a Single-family Moderate Density (R-3) zoning designation, and the affected segment of the eastern parcel is within the Conservation Open Space (COS) land use district, and General Recreational Open Space (OS-1) zone.

The applicant seeks approval of a concurrent request to amend the Zoning Atlas (Rezoning) from Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1) to General Commercial (C-3) and Neighborhood Commercial (C-2) to align with the subject land use amendment.

The subject site is located on the south side of Avenue O between Ilous Ellis Park (12th Street) and the US Highway 1 corridor. The sites are predominantly covered with vegetation, including pine, oak, and palm trees, as well as palmettos. The remaining property, 6.88 acres, held by the applicant to the east is within the General Commercial, C-3 district. The applicant seeks to couple the properties, with the respective commercial designations, to market the properties for commercial development along US Highway 1.

History

The entire property held by the applicant, 12.87 acres collectively, previously held a Future Land Use designation of RL, Low Density Residential and a zoning designation of R-3, Single-family moderate density residential until action by the City Commission in 1988 amended the land use and zoning of the eastern 8.45 acres. Ordinances I-293 & I-294 provided the existing General Commercial, C-3 designation for the eastern 6.88 acres abutting US Highway 1, while the remaining 1.57 acres of this parcel was placed within the General Recreational Open Space (OS-1) district to provide a buffer between the desired commercial development fronting US Highway 1, and the residential development and recreational park established to the west.

The applicant is seeking to further the extension of commercial designation to provide greater opportunity to advance the property as a commercial hub, providing access to retail, grocery, and consumer services along the US Highway 1 corridor, accessible from mainland and island residents. The proposal integrates a transitional segment at the west end of the site, proposed for a Neighborhood Commercial designation to enhance assimilation with the adjacent uses.

Proposed Amendments & District Comparison

Figure 1 presents the land holdings of the applicant, the current zoning and land use designations, and proposed amendments for the collective sites.

Figure 1

Table 1 demonstrates basic use standards for development capacity within the existing and proposed designations for the subject site.

Table 1: Existing and Proposed Site Data – Zoning & Land Use

	Existing		***Proposed***	
Zoning	R-3	OS-1	C-3	C-2 (western 350 ft.)
Future Land Use (FLU)	RL	COS	GC	NC
Non-Residential Maximum Floor Area Ratio (FAR) Permitted	-	.25	1.0	.5
Maximum Lot Coverage Permitted	35%	40%	60%	60%
Maximum Height	28 ft. / 35ft	35 ft.	65 ft.	45 ft.
Residential Density Allowance	1-6.5 du/ac	N/A	15 du/ac * Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.	10du/ac Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.

As demonstrated in Table 1, the maximum permitted non-residential floor area ratio (FAR) for the subject properties would increase to allow an FAR of 1.0 under the proposed amendments. Additionally, the maximum permitted lot coverage (area covered by buildings) would increase to 60% under the proposed amendments, allowing for more

intense development of the properties. The expanded development capacity pursued by the applicant is primarily for consideration of options such as grocery stores, retail sales and service, office uses, and restaurants. The commercial districts pursued also allow for vertical mixed-use development and sizable commercial users.

Table 2 demonstrates use type data for the existing and proposed land use designations for the subject site.

Table 2: Existing and Proposed Land Use Classifications

Existing	**Low Density Residential (RL):** The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.
	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. This category combines the previously General Open Space (Os), Recreational Open Space (Osr), and Conservation Open Space (Osc) categories. This designation allows a maximum FAR of 0.25.
Proposed	**General Commercial (GC):** 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.
	Neighborhood Commercial (NC): The Neighborhood Commercial designation permits lower intensity commercial developments that are primarily intended to serve surrounding neighborhoods and residential areas. Uses allowed within this designation include limited retail and commercial services such as convenience/grocery stores, beauty salons, day care facilities; offices; and multifamily residential. This land use designation allows a maximum density of 10 dwelling units per acre and a maximum FAR of 0.5. Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation.

The land use designation amendment proposed modifies the development objective from residential and recreational open space to commercial, providing an expansive variety uses, enabling a broad array of commercial activities,

mixed-use situations, and increased enterprise concentrations when property size and infrastructure availability facilitate such development. The presented amendment creates the capacity to establish an extensive set of retail, entertainment, and service establishments. The coupled shift to the General Commercial (C-3) and Neighborhood Commercial (C-2) zoning districts would additionally increase maximum building coverage and height permitted

The subject request encompasses an assemblage of land, a majority of which is presently designated General Commercial, seek to expand development capacity for commercial development. The applicant seeks increase prospects of promoting a commercial center strategically located between north and south causeways, adjacent to the Port of Fort Pierce, and accessible to adjacent residential areas.

Potential Traffic Impacts

The presented future land use amendment presents the capacity for an increase in traffic volume and impacts upon build-out. The extent of the traffic impacts and mitigation options for roadway improvements will be more definitively quantified at the site of development consideration. Avenue O is presented a two lane, undivided roadway, with design challenges associated with expanding capacity at its intersection with US Highway 1. Presently, Avenue O experiences traffic generation associated with established residential neighborhoods, proximity to Ilous Ellis Park, and its support linkage to Frances K. Sweet Elementary and Lincoln Park Academy. Preliminary analysis of development capacity of the subject property has been completed, and the applicant has identified conceptual mitigation options. Options include pursuit of designated turn lanes to access the site, connectivity to Avenue M to disperse assignment of trips generated, and possibly advance of a lighted intersection at US Highway 1, if development impacts would justify such consideration. Further evaluation, pursuant to the City's concurrency requirements, in coordination with the Florida Department of Transportation (FDOT) will be necessary with the advance of a development plan for commercial activity.

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 advances many of the Goals, Objectives, and Policies of the City's Comprehensive Plan, and is consistent with the concurrent request to amend the Zoning Atlas Designation of the site, as the site fronts the major roadway corridor of US Highway 1, providing encouragement of commercial activities with higher intensity near major intersections. This request furthers *Objective 1.10 to promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.* This objective advanced through implementation of *Policy 1.10.2* to ensure that the FLU Map allocates sufficient lands for commercial and industrial purposes to serve future growth needs of the City. The applicant seeks to increase the availability of general commercial land adjacent to the US Highway 1, accessible to mainland and island development.

The proposed amendment incorporates provision for a land use transition from intense commercial uses, desired along US Highway, to reduced development intensity towards established residential development and active parklands.

It's noted that the future development should advance City Comprehensive Plan Objective 7.2, and policy 7.2.4 by *integrating a proportionate amount of open space and recreation area to be provided by both private enterprise and public agencies* by consideration of partnership that may include mechanisms such as minor land dedications, in favor of recreation and open space credits, and/or transfer of development rights. Design of a future development should embrace the surrounding uses, providing appropriate transition to the adjacent parklands and residential housing, augmenting the introduction of commercial activities.

The land use amendment should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the increased variety and access to goods and services, relying upon design of future development evolve in a manner than minimizes impacts to neighboring residential and recreational districts.

Technical Review Committee:

All affected departments have reviewed and approved the proposed requests. 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

The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request with the recommendation guided by staff. The applicant has revised the requests to incorporate said recommendation.

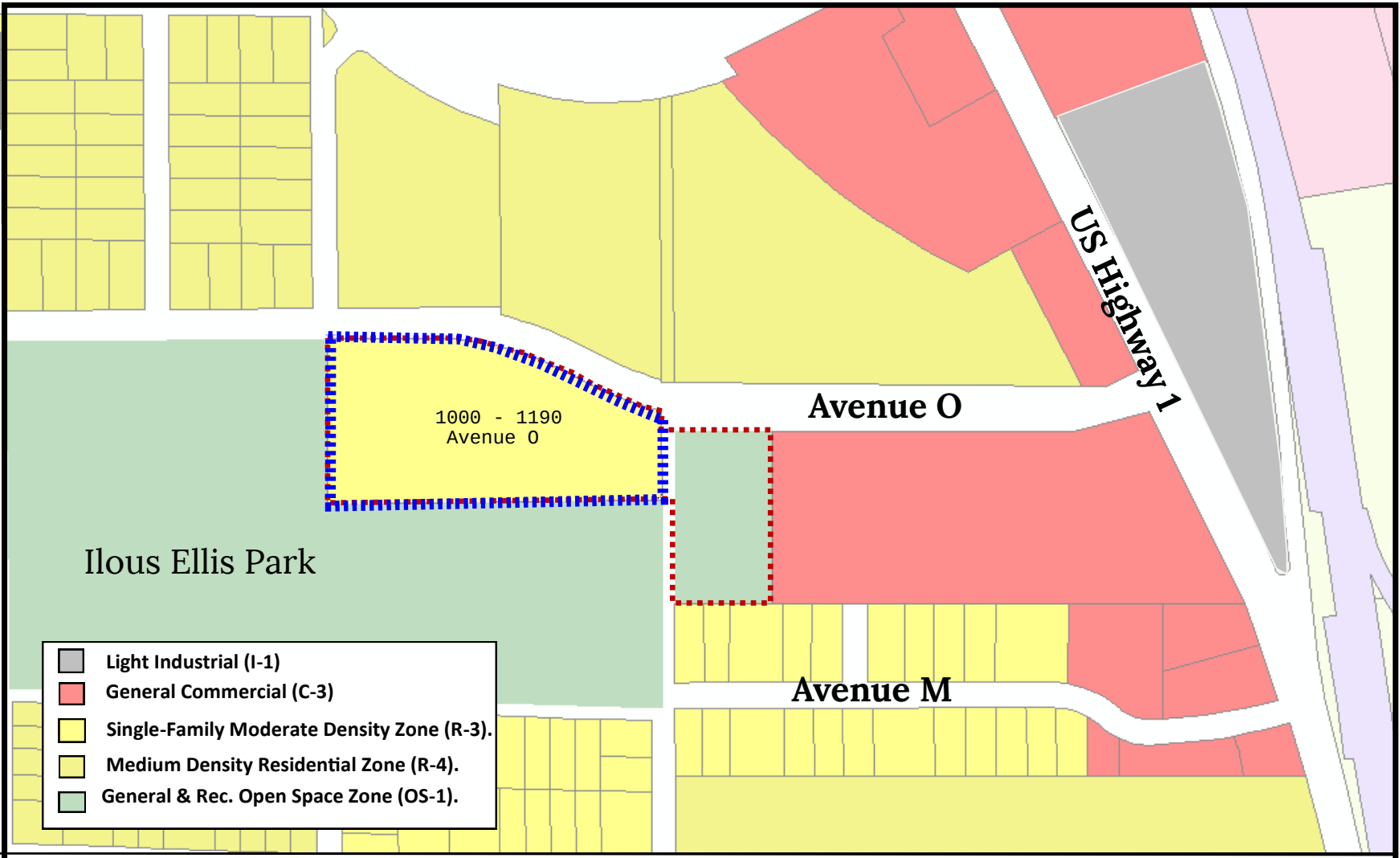
Staff Recommendation:

The proposed Future Land Use amendment meets the criteria specified in Section 22-131 of the City Code, and promotes and protects the public health, safety and general welfare; therefore Staff recommends **approval** of the proposed amendments within Ordinances 17-010 and 17-012.

THE SUNRISE CITY FORT PIERCE Florida

Blue Water Properties

Site Aerial



THE SUNRISE CITY
FORT PIERCE
Florida

Blue Water Properties–Zoning Map

900 – 1190 Avenue O

N
W
E
S

01 Application for Future Land Use Map Amendment 1
02 Final Survey 6
03 Warranty Deeds & Legal Descriptions 7
04 St Lucie County Property Record Cards 13
05 LUPA Statement of Need 15
06 Environmental Assessment 19
07 Trip Generation Letter 24
08 Traffic Mitigation 32
09 Capacity Analysis 33

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_____

{00087397.DOC. 1 }

1. Property Address/Location: 801 Avenue O
2. Property Tax ID(s): 2403-233-0002-000-3 & 2404-144-0000-000-9
3. Total Acreage: 5.99
4. Existing Future Land Use Designation: 1.57 Acres Conservation Open Space & 4.42 acres Residential, Low
5. Existing Zoning Classification: O-1 (Gen. & Recreational Open Space) & R-3 (Single Family Moderate Density)
6. Proposed Future Land Use Designation: General Commercial
7. Other applications being submitted concurrent with this application, if any: Zoning Atlas Amendment & Abandonment
8. Describe the existing uses, improvements and structures on the amendment lands: None, vacant land
9. Are there any identified or possible historical structures on the amendment lands? No, vacant land
10. The reason for making this request: To change the land use designation to match the land use designation to the east (General Commercial) so the parcels can be developed as one commercial site.
11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential, Multi-Family	Residential, Medium	R-4
South	Park/Residential, Single-Family	Conservation Open Space/Residential, Low	O-1/R-1
East	Vacant Land	General Commercial	C-3
West	Park	Conservation Open Space	O-1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Residential, Low/Conservation Open Space	R-3/O-1	RL: 6 DU/acre = 26 units COS: 17,097 sq. ft.	4.42 RL 1.57 COS	X
Proposed	General Commercial	C-3	260,924 sq. ft.	5.99	N/A

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II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(.125) = 2,137 **Total: 8,807**
Proposed Zoning	Total gallons per day: 260,924(.125) = **32,615**
Change in Demand	**Total gallons per day: 32,615 – 8,807 = Increase of 23,808**

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(0.1) = 1,709 **Total: 8,379**
Proposed Zoning	Total gallons per day: 260,924(0.1) = **26,092**
Change in Demand	**Total gallons per day: 26,092 – 8,379 = Increase of 17,713**

C. Parks and Recreation (Residential Classifications Only): N/A
(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): N/A
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	R-3: 4 yards

{00087397.DOC. 1}

Proposed Zoning	None
Change in Demand	**Decrease in 4 yards**
F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)	
Impact	As this site is currently unimproved, there is no drainage provided on site. Drainage improvements will be designed at the time the of site plan submittal to provide for on-site drainage. All improvements will be designed to meet the level of service required.

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	882 Trips	63 AM Trips/78 PM Trips
Proposed Zoning	12,667 Trips	280 AM Trips/1,139 PM Trips
Change in Demand	+ 11,785 Trips	+ 217 AM Trips/+1,061 PM Trips
Impact to Capacity	Avenue O changes from LOS C to F for the PM Peak Hour & US 1 remains at LOS C *See attached Trip Generation Letter & Impact Statement for Mitigation Options	

12. Name of Owner(s): Blue Water, LLC
Mailing Address: 312 SE 17th St. 2nd Floor
City: Fort Lauderdale State: FL Zip: 33316
Phone # 954-767-6333
E-mail: DSaavedra@saavlaw.com

13. Name of Applicant: Blue Water, LLC
Mailing Address: 312 SE 17th St. 2nd Floor
City: Fort Lauderdale State: FL Zip: 33316
Phone # 954-767-6333
E-mail: DSaavedra@saavlaw.com

14. Name of Representative: Amanda Martinez, Martinez Planning Associates, LLC
Mailing Address: 115 Citrus Park Cir.
City Boynton Beach State FL Zip 33436
Phone # 954-304-7755 Fax # N/A
E-mail: amandaplanner@gmail.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.

{00087397.DOC. 1}

_____ 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 Date 12.6.16

312 SE 17th St. Ft. Lauderdale, FL 33316
Address State Zip

954-767-6333 954-767-8111 DSaavedra@saavlaw.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.

Blue Water, LLC 954-767-6333
Property Owner's Name (Please Print) Phone

312 SE 17th St. Ft. Lauderdale, FL 33316
Address State Zip

Property Owner's Signature Date 12.6.16

STATE OF FLORIDA)
BROWARD COUNTY)

The foregoing instrument was acknowledged before me this 6th day of December, 2016, by Damaso W. Saavedra who is personally known to me or has produced _____ as identification.

Signature of Notary

JOANNE SPEAKE
MY COMMISSION # FF 042974
EXPIRES: December 6, 2017
Bonded Thru Budget Notary Services
(seal)

JOANNE SPEAKE

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

{00087397.DOC. 1}

NOTES:

1) Reproductions of this map are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2) Descriptions shown hereon provided by the client and/or their agent.
3) Underground foundations and improvements were not located as part of this survey.
4) Overall parcel contains 13.18 Acres, more or less.
5) The last date of field work was August 16, 2016.
6) The center line of Avenue "O" is assumed to bear S89°47'29"E and all bearings shown hereon are relative thereto.
7) The concrete walk along U.S. Highway 1 meanders on and off of property line.
8)Said described property is located within an area having a zone designation "X" by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0179 J, with a date of identification of February 16, 2012, for Community Number 120286, 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) The intent of the description hereon is to less and except that part of the building encroaching on subject property.
10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the party or parties.
11) Zoning designations shown hereon are based on information provided by city of Ft. Pierce zoning atlas, with a review date of 8/31/2016.
12) This map is intended to be displayed at a horizontal scle of 1"=50' unless otherwise noted.

DESCRIPTION

PARCEL 1
That part of the North 400 feet of the South 598 feet of Government Lot 2 lying west of U.S. Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, Page 43, of the Public Records of St. Lucie County, Florida. Thence South 90°00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90°00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89°40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00°16'48" East, along the East face of said metal building, a distance of 0.48 feet to the North line of said Tract "A" and the Point of Beginning.

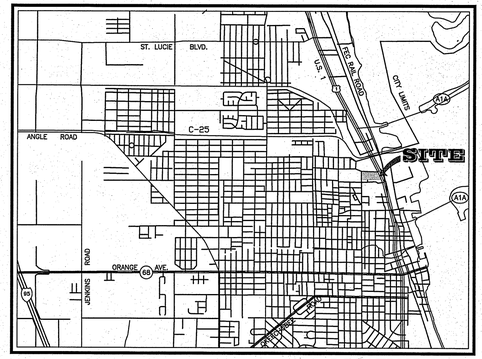
DESCRIPTION

Together with:

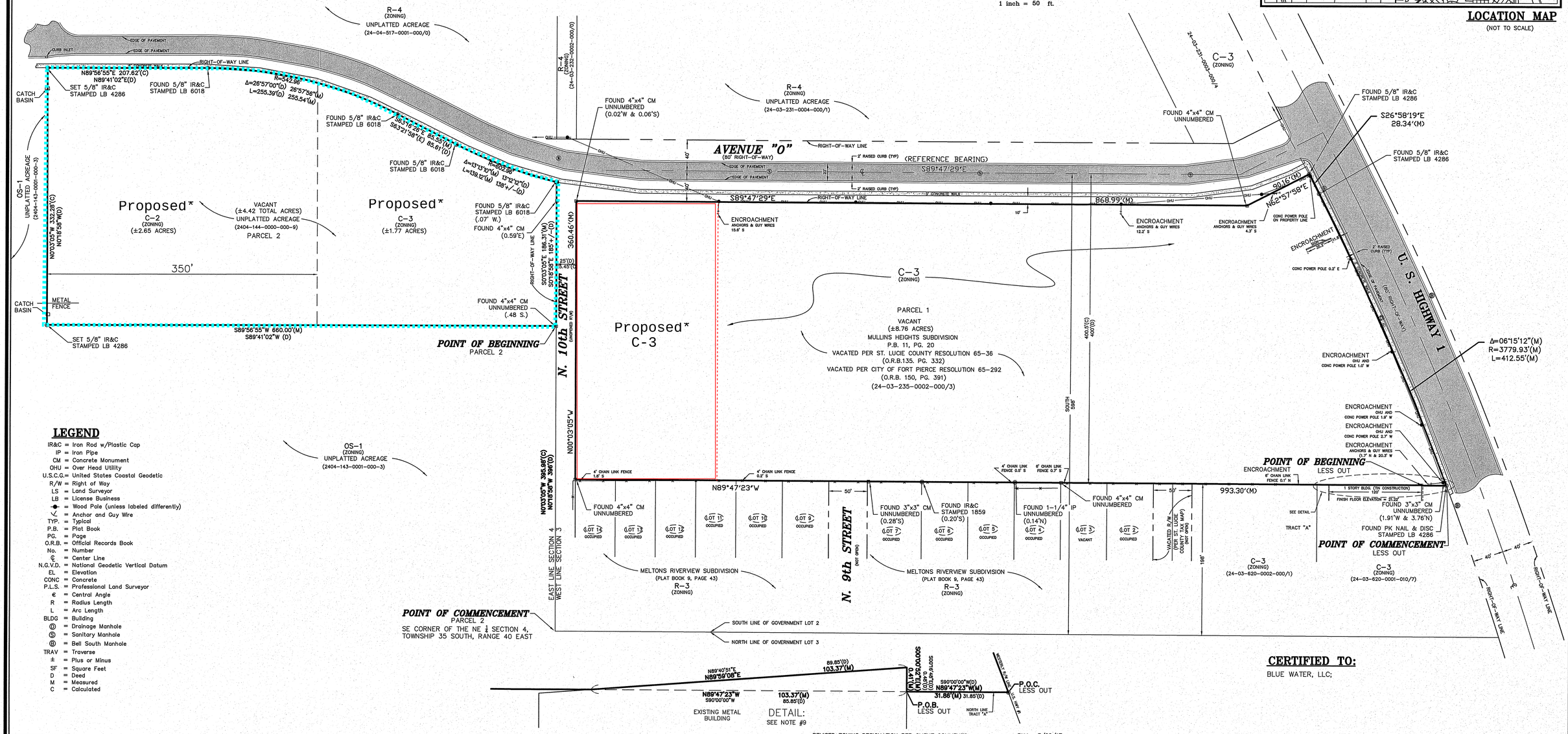
PARCEL 2
From the SE corner of the NE ¼ of Section 4, Township 35 South, range 40 East, run North 0 deg. 18'58" west, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg.41' 02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to the South right of way of Avenue "O"; thence North 89 deg. 41'02" East207.62 feet to a point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.



LOCATION MAP
(NOT TO SCALE)



LEGEND

IR&C = Iron Rod w/Plastic Cap
IP = Iron Pipe
CM = Concrete Monument
OHU = Over Head Utility
U.S.C.G.= United States Coastal Geodetic
R/W = Right of Way
LS = Land Surveyor
LB = License Business
● = Wood Pole (unless labeled differently)
✓ = Anchor and Guy Wire
TYP. = Typical
P.B. = Plat Book
PG. = Page
O.R.B. = Official Records Book
No. = Number
℄ = Center Line
N.G.V.D. = National Geodetic Vertical Datum
EL = Elevation
CONC = Concrete
P.L.S. = Professional Land Surveyor
Δ = Central Angle
R = Radius Length
L = Arc Length
BLDG = Building
Ⓓ = Drainage Manhole
Ⓢ = Sanitary Manhole
Ⓑ = Bell South Manhole
TRAV = Traverse
± = Plus or Minus
SF = Square Feet
D = Deed
M = Measured
C = Calculated

CERTIFIED TO:

BLUE WATER, LLC;

REVISED ZONING DESIGNATION PER CLIENT COMMENTS RNJ 3/09/17

3/9/2017
DATE

ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

COMPUTER FILE REF.	FIELD BK./PG.
03-215.dwg	9820/9-14
16-088.dwg	0136/ 12-14
	1604/ 35

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-cng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE
REVISED FOR ALTA/ACSM STANDARDS AND UPDATED BOUNDARY	BCS	8/8/00
ADDED ADDITIONAL TOPO	ER	9/18/01
UP-DATE SURVEY REVISED CERTIFICATIONS	GLL	10/01/03
UP-DATE SURVEY ADD PARCEL 2	RNJ	8/16/16
ADDED ZONING INFORMATION	RNJ	8/25/16
REVISED GRAPHICS AND ANNOTATION	RNJ	8/30/16

	BY	DATE
FIELD	ER	6/9/98
CALCS.	RCL	6/11/98
DRAWN	BCS	6/12/98
DETAILED		
CHECKED	RCL	6/12/98
APPROVED		

BOUNDARY SURVEY

PREPARED FOR

BLUE WATER, LLC

DATE: 8/16/16
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 16-088
SHEET 1 OF 1

P:\Proj 2015\16-088 Blue Water LLC\Survey\16-088 rev 3-9-17.dwg, 3/9/2017 2:55:33 PM

NOTES:

1) Reproductions of this map are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2) Descriptions shown hereon provided by the client and/or their agent.
3) Underground foundations and improvements were not located as part of this survey.
4) Overall parcel contains 13.18 Acres, more or less.
5) The last date of field work was August 16, 2016.
6) The center line of Avenue "O" is assumed to bear S89°47'29"E and all bearings shown hereon are relative thereto.
7) The concrete walk along U.S. Highway 1 meanders on and off of property line.
8)Said described property is located within an area having a zone designation "X" by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0179 J, with a date of identification of February 16, 2012, for Community Number 120286, 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) The intent of the description hereon is to less and except that part of the building encroaching on subject property.
10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the party or parties.
11) Zoning designations shown hereon are based on information provided by city of Ft. Pierce zoning atlas, with a review date of 8/31/2016.

DESCRIPTION

PARCEL 1
That part of the North 400 feet of the South 598 feet of Government Lot 2 lying west of U.S. Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, Page 43, of the Public Records of St. Lucie County, Florida. Thence South 90°00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90°00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89°40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00°16'48" East, along the East face of said metal building, a distance of 0.48 feet to the North line of said Tract "A" and the Point of Beginning.

DESCRIPTION

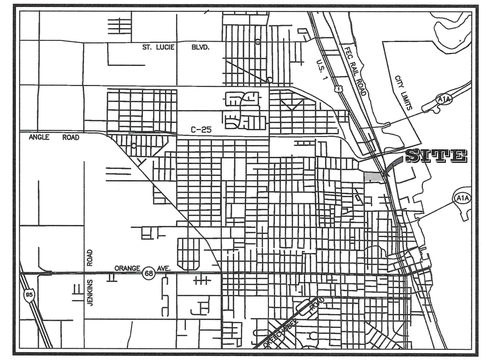
Together with:

PARCEL 2
From the SE corner of the NE ¼ of Section 4, Township 35 South, range 40 East, run North 0 deg. 18'58" west, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg.41' 02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to the South right of way of Avenue "O"; thence North 89 deg. 41'02" East207.62 feet to a point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

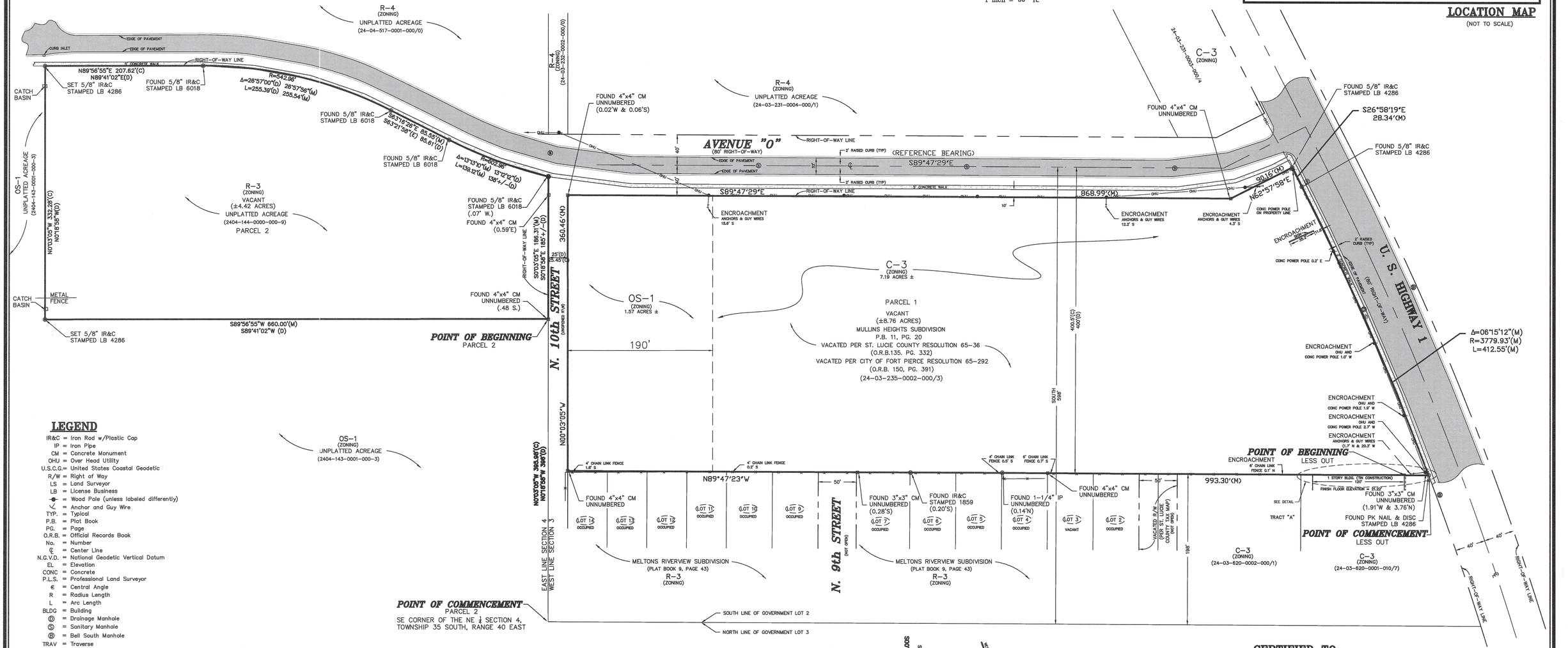
All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

NORTH



LOCATION MAP
(NOT TO SCALE)



LEGEND

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± = Plus or Minus
SF = Square Feet
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M = Measured
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CERTIFIED TO:

BLUE WATER, LLC;

ROBERT N. JOHNSON P.S.M. 6540 STATE OF FLORIDA

10/20/2016
DATE

ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

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DRAWN	BCS	6/12/98
DETAILED		
CHECKED	RCL	6/12/98
APPROVED		

BOUNDARY SURVEY

PREPARED FOR

BLUE WATER, LLC

DATE: 8/16/16
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 16-088
SHEET 1 OF 1

P:\Proj-2016\16-088 Blue Water LLC\Survey\16-088.dwg, 10/20/2016 2:32:17 PM

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2309816 OR BOOK 1848 PAGE 2087
Recorded:11/21/03 12:50

* Doc Assump: $ 0.00
* Doc Tax : $ 6,650.00
* Int Tax : $ 0.00

Prepared by and return to:
Judith W. Stoner
Vice President
Lawyers Land Title Co.
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

File Number: **9848.101**
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 31st day of **October, 2003** between **Ft. Pierce, LLC, an Illinois Limited Liability Company** whose post office address is **143 East Lake Cook Road, Palatine, IL** of the County of Cook, State of **Illinois**, grantor*, and **Blue Water, LLC, a Florida limited liability company** whose post office address is **701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311** of the County of **Broward**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida**, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2003 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

Witness
(print name) Christy L Marsh

Witness
(print name) Bruce A Salli

Ft. Pierce, LLC, an Illinois Limited Liability Company

By: _____
Emmett F. Stains, Managing Member

DoubleTime®

State of Illinois
County of Cook

This instrument was acknowledged before me this 31st day of October, 2003 by Emmett F. Stains, as managing member of **Ft. Pierce, LLC, an Illinois Limited Liability Company**. He is personally known to me or produced _____ as identification and did not take an oath.

State of Illinois. Notary Public

My commission expires:

"OFFICIAL SEAL"
DIANA ANTONIO
Notary Public, State of Illinois
Commission Expires 07/28/05

F:\WordDocs\Mogerman, O'Leary & Patel - 9848\Blue Water, LLC - 101\Documents\WD from dl.rtf

DoubleTime®

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, page 43 of the Public Records of St. Lucie County, Florida. Thence South 90 deg. 00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90 deg. 00' 00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40' 51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16' 48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2336657 OR BOOK 1882 PAGE 478
Recorded:01/15/04 11:29

Prepared by and return to: Fed X
Lisa K. Hermann, Esq.
Saavedra, Pelosi, Goodwin & Hermann
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

* Doc Assump:	$	0.00
* Doc Tax :	$	840.00
* Int Tax :	$	0.00

File Number: **9848.116**
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 24th day of December 2003 between Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981 and as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981, whose post office address is 215 LAKEVIEW CT. NW * of the County of HIGHLANDS, State of FLORIDA, grantor*, and **Blue Water, LLC, a Florida limited liability company** whose post office address is **701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311** of the County of **Broward**, State of **Florida**, grantee*,
*Lake Placid, FL 33852

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **St. Lucie County, Florida**, to-wit:

From the SE corner of the NE ¼ of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2004 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

(signatures and acknowledgments appear on the following page)

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:

Witness PATRICIA M. BARNHART
(print name)

Witness
(print name) Bessie P Smith

By: Robert D. Meyer, Trustee
Robert D. Meyer, Trustee

By: Opal I. Meyer, Trustee
Opal I. Meyer, Trustee

State of FLORIDA
County of HIGHLANDS

This instrument was acknowledged before me this 24 day of DEC, 2003 by Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981, and as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981. They are personally known to me or produced _____ as identification and did not take an oath.

State of _____, Notary Public

My commission expires:

Bessie P Smith
My Commission DD171943
Expires February 05 2007

DoubleTime®

EXHIBIT "A"

PARCEL 1:

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

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Thence continue South 90 deg. 00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16'48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

PARCEL 2:

From the SE corner of the NE 1/4 of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the Point of Beginning of the lands herein described: From said Point of Beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 deg. 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, are 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the Point of Beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Property Identification

Site Address: 801 Avenue O
Map ID: 24/03N

Parcel ID: 2403-233-0002-000-3
Zoning: C-3 - FP

Account #: 15831
Use Type: 1000

Sec/Town/Range: 03/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Legal Description

3 35 40 THAT PART OF N 400 FT OFS 598 FT OF GOVT LOT 2 LYG W OF US 1 HWY-LESS R/W FOR AV O AND LESS W 25 FT FOR N 10 ST R/W AND LESS THAT PART MPDAF: FROM INT OF WLY RD R/W LI OF US #1 AND N LI OF TRACT A OF MELTONS RIVERVIEW S/D (PB 9-43) RUN S 90 00 00 W 31.85 FT TO POB, TH CONT S 90 00 00 W 85.58 FT, TH N 89 40 51 E 85.58 FT, TH S 00 16 48 E 0.48 FT TO N LI OF TRACT A AND POB- (8.67 AC) (OR 1848-2087)

Current Values

Just/Market:	$828,200	Assessed:	$828,200
Exemptions:	$0	Taxable:	$828,200

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$828,200	$828,200	$0	$828,200
2015	$828,200	$828,200	$0	$828,200
2014	$828,200	$828,200	$0	$828,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-31-2003	1848 / 2087	XX00	WD	Ft Pierce, LLC,	$950,000
08-15-2000	1321 / 848	XX00	WD	Dloughy,Daniel J	$339,000
12-30-1998	1194 / 0832	XX01	QC	RAVEN PARC INC	$230,000

Primary Building Information

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

View:
Year Built: N/A
Primary Wall:

Roof Cover:
Frame:
Story Height:

Exterior Data
Roof Structure:
Grade:
No. Units: 0

Building Type:
Effective Year: 2014
Secondary Wall:

Bedrooms: 0
Full Baths: 0
Half Baths: 0

A/C %: 0%
Heated %: N/A%
Sprinkled %: 0%

Interior Data
Electric:
Heat Type:
Heat Fuel:

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors:

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	8.45
Land Size (SF):	368,082
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

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

Site Address: Avenue O
Map ID: 24/04N

Parcel ID: 2404-144-0000-000-9
Zoning: R3

Account #: 16249
Use Type: 0000

Sec/Town/Range: 04/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Legal Description

4 35 40 BEG AT INT OF S R/W AV OAND E SEC LI, TH S ALG SD E LI 185 FT M/L TO PT 396 FT N OF SE COR OF NE 1/4, TH E 660 FT, TH N // TOE SEC LI 332.28 FT M/L TO S R/W AV O, TH N 89 DEG 41 MIN 02 SEC E207.62 FT TO PC OF CURVE TO RT, R542.96 AND CA 26 DEG 57 MIN ARC DIST OF 255.39 FT, TH S 63 DEG 21MIN 58 SEC E 85.61 FT TO PC OF CURVE TO LEFT, R 602.96 FT, ARC DIST OF 138 FT M/L TO POB (OR 1882-478)

Current Values

Just/Market:	$125,000	Assessed:	$125,000
Exemptions:	$0	Taxable:	$125,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$125,000	$125,000	$0	$125,000
2015	$125,000	$125,000	$0	$125,000
2014	$125,000	$125,000	$0	$125,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-24-2003	1882 / 0478	XX00	WD	Meyer,Robert D	$120,000
08-01-1979	0323 / 2977	XX02	CV		$33,000

Primary Building Information

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

View:	Roof Cover:	Exterior Data Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: 2014
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:
		Interior Data	
Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	4.41
Land Size (SF):	192,099.6
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Land Use Plan Amendment
Statement of Need

1. **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.**

   The proposed amendment consists of two parcels. The more eastern parcel currently has a split land use designation of General Commercial and Conservation/Recreation Open Space while the parcel to the west has a designation of Residential, Low. The proposed amendment will designate a future land use of General Commercial for the entire site, creating one developable commercial parcel. The closest grocery store is located about 0.35 miles from this location and does not have a safe, walking environment leading to the commercial center. Developing a commercial project at this location will meet a need for the local residents by providing commercial retail and services within a walking distance and provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

2. **Statements on how the amendment(s) are consistent with Comprehensive Plan**.

   This amendment is consistent with the following policies in the City of Ft. Pierce Comprehensive Plan:

   FLU 1.1.3 Policy:
   The City shall ensure that future land use designations are compatible with adjacent land uses both within and outside the City boundary.

   The land use designations in the immediate area to the north are Residential Medium and General Commercial; to the south the designations are Residential, Low and Conservation/Open Space; to the east is General Commercial and to the west is Conservation/Open Space and Residential Medium.

   The General Commercial land use designation is consistent with the General Commercial designation that is along the US 1 corridor. There is an existing commercial center about 0.35 miles from this site. This is not within walking distance to most of the residents in this neighborhood. Developing a commercial center in this neighborhood will provide the residents a retail center with services and goods within walking distance from their place of residence and also provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

   The development of a commercial center on this site could help to activate the existing park to the west. The uses that are located within the commercial center could compliment the park activities. Some of these types of uses include, a grocery store, a hair or nail salon, a dry cleaner, a restaurant or café or a daycare. These are uses that a parent would use during or after/before their child's activities at the park. There are examples of this type of relationship working in commercial centers in Palm Beach County.

   FLU 1.8 Objective:
   The City will coordinate with the Community Redevelopment Agency (CRA) to address blighted areas in the City, provide basic needs of the area, discourage urban sprawl, and take advantage of opportunities for economic, social, or aesthetic improvements.

This site is located within the CRA and as such, development of a commercial center at this location will help revitalize the area, increase the tax base and provide jobs for the local residents. This site is located along US1 and Avenue O which has a residential community in the surrounding area. Development of a commercial center at this location will provide retail goods and services within walking distance to their place of residence; following the principles of Smart Growth and providing a mix of uses within walking distance.

FLU 1.8.2 Policy:
The City will coordinate with the CRA to encourage redevelopment and reinvestment within the Community Redevelopment Area:

- To create a lively downtown/waterfront area with mixed-use development, water-enhanced activities, and historic preservation.

  The development of a commercial center at this location will compliment and help attract mixed use and mutli-family development along the waterfront. Commercial uses are an integral part of a lively downtown/waterfront and the location of this property is well suited for the commercial development to compliment a downtown.

FLU 1.10 Objective:
The City shall promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.

This amendment will allow a parcel that is currently vacant to be developed as a retail commercial center. This will increase the value of the land, adding to the City's tax base and will also provide job opportunities for residents that would not be available to them with the current land use designation of Conservation/Open Space and Residential, Low.

TE 2.2.7 Policy:
Proposed land use changes shall evaluate the net difference in traffic impacts between the current land use and the proposed land use. Any change in land use which exceeds the LOS standard for a roadway shall also be accompanied by a strategy to address the impact. The strategy may consist of a capacity or operational improvement or implementation of a mobility strategy. The LOS evaluation shall be completed using professionally accepted transportation engineering methodology including generalized roadway and detailed roadway analysis as needed.

Included with this application is a trip generation letter showing that the level of service on Avenue O during the PM peak hour drops from "C" to "F" at the maximum build out scenario while the AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." Following the trip generation letter is a traffic mitigation and level of service statement providing the following mitigation options to address the level of service for the PM peak hour on Avenue O:

1. *Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."*

2. *Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."*

The traffic mitigation and level of service statement also addresses the traffic for the intersection at US 1 and Avenue O, providing the following:

1. *Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.*

TE 2.3.2 Policy

Proposed Future Land Use Map amendments shall be supported by the Transportation Element. An evaluation of the net change in impacts to the roadways shall be determined. The proposed amendment shall maintain the adopted LOS standards. If the LOS standards are not maintained, the amendment shall be accompanied by strategies including capacity and operational improvements, and mobility strategies to achieve the adopted LOS standard.

Included with this application is a trip generation letter showing that the level of service on Avenue O during the PM peak hour drops from "C" to "F" at the maximum build out scenario while the AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." Following the trip generation letter is a traffic mitigation and level of service statement providing the following mitigation options to address the level of service for the PM peak hour on Avenue O:

1. *Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."*

2. *Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."*

The traffic mitigation and level of service statement also addresses the traffic for the intersection at US 1 and Avenue O, providing the following:

1. *Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.*

3. **Statements on how the 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.**

   The land use designations in the immediate area to the north are Residential Medium and General Commercial; to the south the designations are Residential, Low and Conservation/Open Space; to the east is General Commercial and to the west is Conservation/Open Space and Residential Medium.

   The General Commercial land use designation is consistent with the General Commercial designation that is along the US 1 corridor. There is an existing commercial center about 0.35 miles from this site. This is not within walking distance to most of the residents in this neighborhood. Developing a commercial center in this neighborhood will provide the residents a retail center with services and goods within walking distance from their place of residence and provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

   The development of a commercial center on this site could help to activate the existing park to the west. The uses that are located within the commercial center could compliment the park activities. Some of these types of uses include, a grocery store, a hair or nail salon, a dry cleaner, a restaurant or a café or a daycare. These are uses that a parent would use during or after/before their child's activities at the park. There are examples of this type of relationship working in commercial centers in Palm Beach County.

BLYTHE ENVIRONMENTAL, INC.
4248 SE COMMERCE AVENUE
STUART, FLORIDA 34997
772-219-7804 / 772-219-7859 FAX

March 31, 2004

Mr. Kash Patel
701 NW 19th Street, Suite 100
Fort Lauderdale, Florida 33311

RE: ENVIRONMENTAL ASSESSMENT
U.S. HWY. 1 AND AVENUE O, NORTH FORT PIERCE

Dear Mr.Patel:

On Thursday, March 25, 2004, I visited a site in North Fort Pierce bounded by U.S. Highway 1 and Avenue O, in Saint Lucie County, Florida. During this visit, observations were made of on site soil and vegetation conditions and for protected plant and animal species.

SOILS

The *Soil Survey for St. Lucie County Area, Florida,* published by the USDA Soil Conservation Service indicates two soil types within the limits of this property. A brief description of these soil types is listed below. These descriptions are generalizations and do not account for any drainage improvements that may influence plant species and hydrology on the site.

 # 4 Arents This soil consists of soil material dug from several areas that have different kinds of soil. It is used to fill such areas as low sloughs, marshes, shallow depressions, and swamps above their natural ground levels. The water table is between depths of 20 to 50 inches for most of the year.

#21 Lawnwood Sand Lawnwood sand is a nearly level poorly drained soil in the pine flatwoods. The water table is within a depth of 10 inches for 1 to 4 months and is between a depth of 10 to 40 inches for 6 months or more during most years. The water table is perched above the subsoil during the summer rainy season or after periods of heavy rainfall. It recedes to a depth of greater than 40 inches during extended dry seasons.

#29 Pendarvis Sand Pendarvis sand is a nearly level to gently sloping moderately well drained soil on low ridges and knolls in the flatwoods. It has a perched water table between depths of 24 to 40 inches for about 1 to 4 months during the summer rainy
season and between depths of 40 to 60 inches for the rest of the year escept durng dry periods.

#33 Pits This map unit consists of excavations from which soil and geological material have been removed mostly for road construction or in building foundations

#42 St. Lucie Sand St. Lucie sand is a nearly level to sloping excessively drained soil on high dunelike ridges and undulating areas. The water table is below a depth of 80 inches and usually not within a depth of 120 inches annually.

#50 Waveland Fine Sand Waveland fine sand is a nearly level poorly drained soil on broad flatwoods areas. The water table is within a depth of 10 inches for 1 to 4 months and within a depth of 40 inches for 6 months or more during most years. It is perched above the subsoil early in the summer rainy season and after periods of heavy rainfall in other seasons. The water table recedes to a depth of more than 40 inches during extended dry seasons.

VEGETATION

Uplands

The entire 13 acre site can be classified as uplands. Using the Florida Land Use, Cover and Forms Classification System, the Eastern approximately 5 acres has been cleared, and part of it used as a borrow site for fill. Its FLUCCS category is 742 Borrow. The Western portion of the site, approximately 7.5 +/- acres of FLUCCS 411 Pine Flatwoods. Species observed include:

Brazilian Pepper	*Schinus terebinthifolius*
Laurel Oak	*Quercus laurifolia*
Live Oak	*Quercus virginiana*
Scrub Oak	*Quercus geminata*
Slash Pine	*Pinus elliottii*
Hickory	*Carya tomentosa*
Sand Pine	*Pinus clausa*
Air Plants	*Tillandsia spp.*
Hogplum	*Ximenia americana*
Wax Myrtle	*Myrica cerifera*
Dune Sunflower	*Helianthes dibilis*
Wiregrass	*Aristida stricta*
Dog Fennel	*Eupatorium capilliforme*
Broomsedge	*Andropogon virginicus*
Muhly Grass	*Amphicarpum muhlenbergii*
Greenbriar	*Smilax spp.*
Sawpalmetto	*Serenoa repens*
Wild Grape	*Vitis rotundifolia*
Lantana	*Lantana camara*
Cabbage Palm	*Sabal palmetto*
Spanish Needles	*Bidens pilosa*
Saltbush	*Baccharis halmifolia*
Periwinkle	*Vinca rosea*

MR. KASH PATEL
ENVIRONMENTAL ASSESSMENT
U.S. HIGHWAY #1 AND AVENUE O, FORT PIERCE
MARCH 31, 2004
PAGE THREE

PROTECTED SPECIES SURVEY

A field investigation and survey was made for protected species suspected to occur on-site. Upland portions of the site were surveyed through a network of parallel pedestrian transects at 10 meter intervals. Periodic random sampling stations were established throughout the site to observe for avian species.

During the study periods, numerous common birds were observed typical of urbanized areas. They included: Mockingbird, Blue Jay, and Mourning Dove. No protected species were observed on-site.

PREVIOUS IMPACTS

This parcel is bounded by a residential mobile home community to the south, vacant property to the north, U.S. Highway 1 to the east and a public park to the west. The site can be categorized as very disturbed on the eastern portion that was cleared many years ago. The western portion of the site is heavily wooded with mature dry scrubby pine flatwoods.

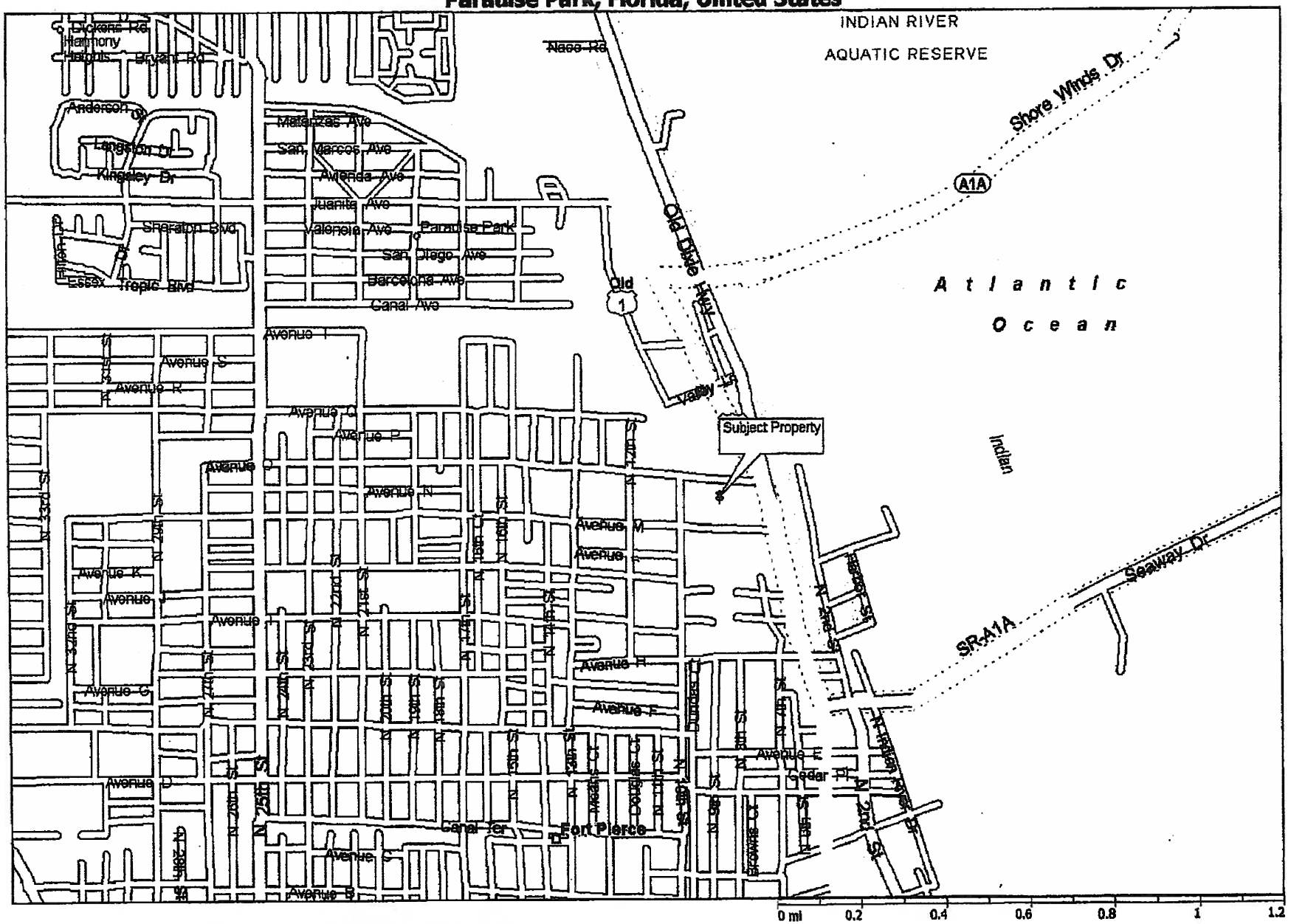
In a few isolated locations, old construction debris including large culvert pipes, concrete blocks, and old squatters camps were observed.

Should you need additional information regarding my field investigation of this site, please let me know.

Sincerely,

Wayne P. Blythe, President
BLYTHE ENVIRONMENTAL, INC.

Paradise Park, Florida, United States



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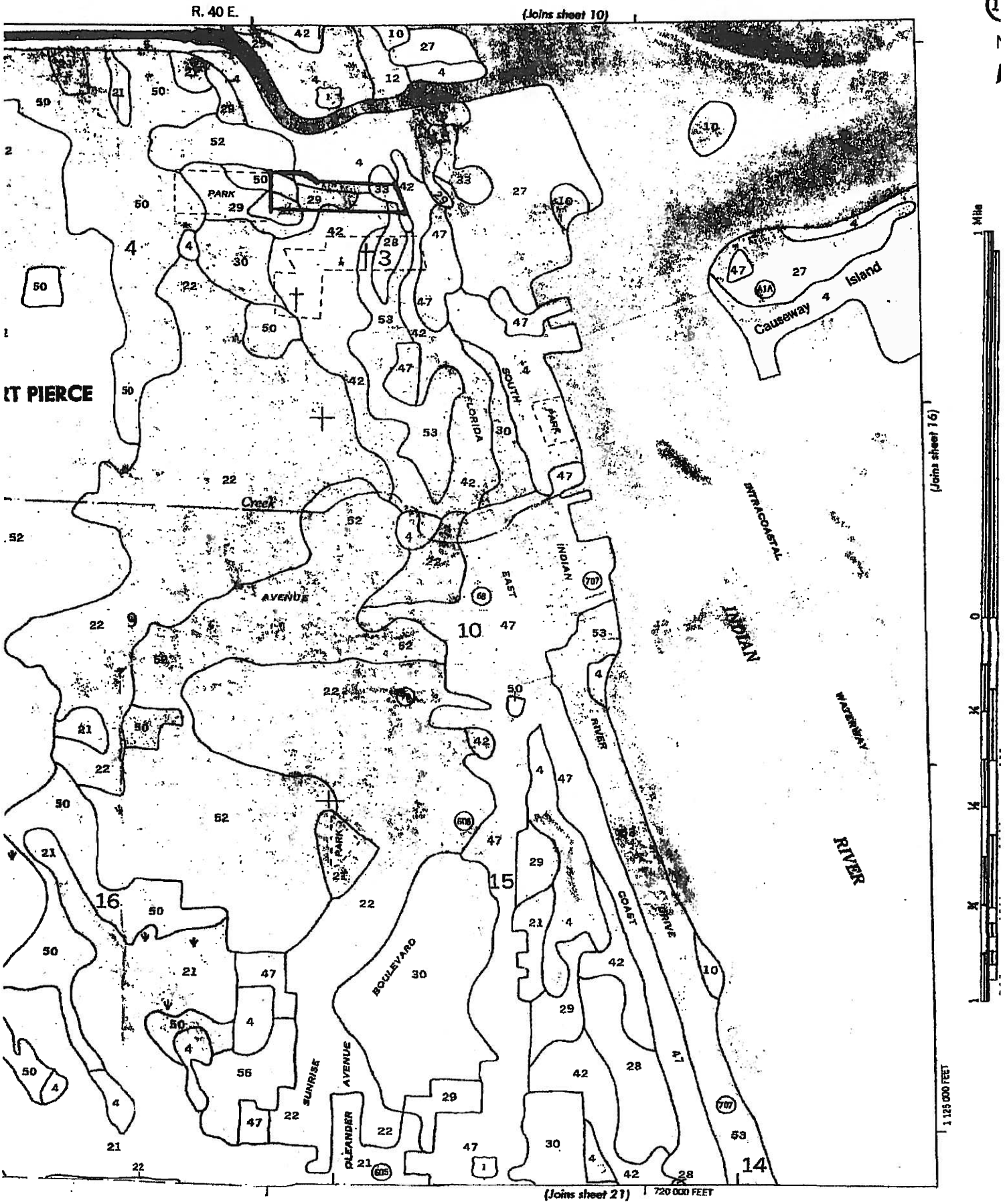
DA — SHEET NUMBER 15



Stantec Consulting Services Inc.
5172 Station Way
Sarasota FL 34233
Tel: (941) 365-5500

December 1, 2016

City of Fort Pierce Planning Department
100 North US 1
Fort Pierce, Florida 34950

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

To Whom It May Concern:

This letter serves to summarize the traffic impacts of the subject project for your approval. The Rezone proposes to change 4.42 acres from Residential (Parcel ID 2404-144-0000-000-9) and 1.57 acres of Conservation Open Space (Parcel ID 2403-233-0002-000-3) to 5.99 acres of General Commercial. The remainder of the land on Parcel ID 2403-233-0002-000-3 is already zoned General Commercial. The maximum buildout intensities are shown in Table 1.

Table 1: Existing & Proposed Maximum Development

Scenario	Land Use Designation	Maximum Density	Development Size	
			Acres	Maximum Development
Existing	Residential (R-3)	6 du/acre	4.42	26 units
	Conservation Open Space (O-1)	0.25 FAR	1.57	17,097 SF
Proposed	General Commercial (C-3)	1.0 FAR	5.99	260,924 SF

The maximum allowed proposed development of 260,924 SF of commercial development cannot physically be constructed on the site when the infrastructure required to support the development is considered. A commercial building footprint typically represents approximately 20% of the total site acreage. The remaining 80% of the site is comprised of stormwater management facilities, parking, landscaping, and lot setbacks/buffers.

This analysis evaluates both the maximum (260,924 SF) and realistic maximum (52,000 SF; 20% of 5.99 acres) development scenarios in support of the proposed rezone. The proposed rezone is located at 801 Avenue O in Fort Pierce at the corner of US 1. The location of the two parcels is shown in Figure 1.

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Source: St. Lucie County Property Appraiser, 2016

Figure 1: Project Location

Trip Generation

Traffic volumes generated by the existing and proposed zoning were estimated using the Institute of Transportation Engineers (ITE), *Trip Generation Manual – the 9th Edition (2012)*. Land Use 210 (Single-Family Detached Housing) and Land Use Code 495 (Recreational Community Center) were used for the existing zoning and Land Use Code 820 (Shopping Center) was used for the proposed zoning to estimate the daily, AM peak-hour, and PM peak-hour trip generation potential for each scenario. The trip generation results from the maximum development scenario are summarized in Tables 2 through 4 and the trip generation results from the realistic maximum development scenario are summarized in Tables 5 through 7.

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Table 2: Daily Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.92ln(x) + 2.72	50%	50%	304	152	152
	Recreational Community Center - 495	Per ksf	17,097	T = 33.82(x)	50%	50%	578	289	289
Proposed	Shopping Center - 820	Per ksf	260,924	ln(T) = 0.65ln(x) + 5.83	50%	50%	12,667	6,334	6,333
				Net Change in Trips			**11,785**	**5,893**	**5,892**

Table 3: AM Peak-Hour Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	AM Peak Trip Rate/ Equation	AM Enter Split	AM Exit Split	AM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	T = 0.70(x) + 9.74	25%	75%	28	7	21
	Recreational Community Center - 495	Per ksf	17,097	T = 2.05(x)	66%	34%	35	23	12
Proposed	Shopping Center - 820	Per ksf	260,924	ln(T) = 0.61ln(x) + 2.24	62%	38%	280	174	106
				Net Change in Trips			**217**	**144**	**73**

Table 4: PM Peak-Hour Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.90ln(x) + 0.51	63%	37%	31	20	11
	Recreational Community Center - 495	Per ksf	17,097	T = 2.74(x)	49%	51%	47	23	24
Proposed	Shopping Center - 820	Per ksf	260,924	ln(T) = 0.67ln(x) + 3.31	48%	52%	1,139	547	592
				Net Change in Trips			**1,061**	**504**	**557**

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Table 5: Daily Trip Generation – Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.92ln(x) + 2.72	50%	50%	304	152	152
	Recreational Community Center - 495	Per ksf	17,097	T = 33.82(x)	50%	50%	578	289	289
Proposed	Shopping Center - 820	Per ksf	52,000	ln(T) = 0.65ln(x) + 5.83	50%	50%	4,440	2,220	2,220
				Net Change in Trips			**3,558**	**1,779**	**1,779**

Table 6: AM Peak-Hour Trip Generation - Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	AM Peak Trip Rate/ Equation	AM Enter Split	AM Exit Split	AM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	T = 0.70(x) + 9.74	25%	75%	28	7	21
	Recreational Community Center - 495	Per ksf	17,097	T = 2.05(x)	66%	34%	35	23	12
Proposed	Shopping Center - 820	Per ksf	52,000	ln(T) = 0.61ln(x) + 2.24	62%	38%	105	65	40
				Net Change in Trips			**42**	**35**	**7**

Table 7: PM Peak-Hour Trip Generation - Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	ln(T) = 0.90ln(x) + 0.51	63%	37%	31	20	11
	Recreational Community Center - 495	Per ksf	17,097	T = 2.74(x)	49%	51%	47	23	24
Proposed	Shopping Center - 820	Per ksf	52,000	ln(T) = 0.67ln(x) + 3.31	48%	52%	387	186	201
				Net Change in Trips			**309**	**143**	**166**

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Trip Distribution/Assignment

All traffic from the rezone was distributed to Avenue O, where the properties have frontage. In addition, project traffic was distributed to the segments of US 1 north and south of Avenue O. Based on existing traffic volumes, 60% of project traffic was assigned to the segment to the south and 40% was assigned to the segment to the north.

Existing Zoning Conditions

The AM and PM peak-hour traffic conditions on Avenue O and US 1 north and south of Avenue O were evaluated for the existing traffic plus traffic generated by the maximum development allowed under the existing zoning. Table 8 and Table 9 summarize the existing zoning conditions generalized level-of-service analysis and indicate that all roadways are anticipated to operate within the adopted level-of-service standard of D.

Table 8: AM Peak-Hour Existing Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	AM Pk Hr Pk Dir Volume[1]	Existing Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	33	124	C	0.230
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	20	1,601	C	0.801
Avenue O to SR A1A North	2,100	1,581	13	1,594	C	0.759

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 9: PM Peak-Hour Existing Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	PM Pk Hr Pk Dir Volume[1]	Existing Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	43	135	C	0.250
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	26	1,262	C	0.631
Avenue O to SR A1A North	2,100	1,236	17	1,253	C	0.597

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Proposed Zoning Conditions

The AM and PM peak-hour traffic conditions on Avenue O and US 1 north and south of Avenue O were evaluated for the existing traffic plus traffic generated by the maximum development allowed under the proposed zoning. This was conducted for both the maximum and realistic maximum scenarios. Table 10 and Table 11 summarize the maximum proposed zoning conditions generalized level-of-service analysis and indicate that during the PM peak-hour Avenue O will exceed the adopted level-of-service standard of D.

Table 10: AM Peak-Hour Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	AM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	174	265	C	0.491
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	104	1,685	C	0.843
Avenue O to SR A1A North	2,100	1,581	70	1,651	C	0.786

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 11: PM Peak-Hour Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	PM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	592	684	F	1.267
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	355	1,591	C	0.796
Avenue O to SR A1A North	2,100	1,236	237	1,473	C	0.701

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 12 and Table 13 summarize the realistic maximum proposed zoning conditions generalized level-of-service analysis and indicate that all roadways are anticipated to operate within the adopted level-of-service standard of D.

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Table 12: AM Peak-Hour Realistic Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	AM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	65	156	C	0.289
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	39	1,620	C	0.810
Avenue O to SR A1A North	2,100	1,581	26	1,607	C	0.765

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 13: PM Peak-Hour Realistic Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity[1]	PM Pk Hr Pk Dir Volume[1]	Proposed Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	201	293	C	0.543
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	121	1,357	C	0.679
Avenue O to SR A1A North	2,100	1,236	80	1,316	C	0.627

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Reference: Blue Water, LLC Rezone
Traffic Impact Statement

Conclusion

Assuming the maximum intensity/density development under the proposed zoning, the rezone will create any adverse impact to Avenue O during the PM peak-hour. Avenue O during the AM peak-hour as well as US 1 during both the AM and PM peak hours will operate at level-of-service C, just like the existing zoning conditions.

Assuming the realistic maximum intensity/density development under the proposed zoning, the rezone will not create any adverse impacts to Avenue O or US 1 during the AM and PM peak hours. The roadways will operate at level-of-service C, just like the existing zoning conditions.

Appropriate transportation mitigation and proportionate fair-share payments, if required, shall be addressed at the development order stage when a detailed development plan is created.

Sincerely,

Stantec Consulting Services Inc.

Matthew R. Crim, P.E., PTOE
Transportation Engineer
Ph: 832-523-9111
matt.crim@stantec.com

Level of Service & Traffic Mitigation

The Code requires that the traffic analysis be conducted using the maximum build out scenario, allowing up to 260,924 square feet of commercial use on a 5.99 acre parcel. Using this scenario, the level of service on Avenue O during the PM peak hour drops from “C” to “F”. The AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at “C.” See Trip Generation Letter for more details.

Although the Code requires a full build out scenario, a more likely build out scenario is 20% of the lot size, allowing a maximum of 52,184 square feet of commercial use. This is due to the fact that commercial centers are typically one story and have needed improvements on the site such as parking, drainage and landscaping that will consist of typically 80-85% of the site. Based on this scenario, the level of service will remain at a level of service C for all roadway segments for both the AM and PM Peak Hour Trips.

A more detailed traffic impact analysis based on the actual constructed building square footage will be conducted at the time of site plan application submittal; with this land use plan amendment and zoning atlas amendment, the following mitigation options are provided to address the level of service on Avenue O for the PM peak hour:

1. Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at “C.”

2. Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at “C.”

Although the maximum build out scenario will not adversely impact the level of service on US 1, this application provides mitigation options to assist in relieving traffic at the intersection of US 1 and Avenue O. Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential, Multi-Family	Residential, Medium	R-4
South	Park/Residential, Single-Family	Conservation Open Space/Residential, Low	O-1/R-1
East	Vacant Land	General Commercial	C-3
West	Park	Conservation Open Space	O-1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Residential, Low/Conservation Open Space	R-3/O-1	RL: 6 DU/acre = 26 units COS: 17,097 sq. ft.	4.42 RL 1.57 COS	X
Proposed	General Commercial	C-3	260,924 sq. ft.	5.99	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(.125) = 2,137 **Total: 8,807**
Proposed Zoning	Total gallons per day: 260,924(.125) = **32,615**
Change in Demand	**Total gallons per day: 32,615 – 8,807 = Increase of 23,808**

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(0.1) = 1,709 **Total: 8,379**
Proposed Zoning	Total gallons per day: 260,924(0.1) = **26,092**
Change in Demand	**Total gallons per day: 26,092 – 8,379 = Increase of 17,713**

C. Parks and Recreation (Residential Classifications Only): N/A
(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): N/A
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	R-3: 4 yards
Proposed Zoning	None
Change in Demand	**Decrease in 4 yards**

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	As this site is currently unimproved, there is no drainage provided on site. Drainage improvements will be designed at the time the of site plan submittal to provide for on-site drainage. All improvements will be designed to meet the level of service required.

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	882 Trips	63 AM Trips/78 PM Trips
Proposed Zoning	12,667 Trips	280 AM Trips/1,139 PM Trips
Change in Demand	+ 11,785 Trips	+ 217 AM Trips/+1,061 PM Trips
Impact to Capacity	Avenue O changes from LOS C to F for the PM Peak Hour & US 1 remains at LOS C *See attached Trip Generation Letter & Impact Statement for Mitigation Options	

III. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [X] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: 0 Single Family: 0 Multifamily: 0
Non-residential (square footage): 260,924 sq. ft.
Mixed-use (describe use): N/A
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA: N/A

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA

Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
Phase I Total	**1**	**260,924**	**5.99**		

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [X] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [X] No
If yes, what is the size of the structure(s) to be demolished or re-used?

2. What is the current use of the structure to be demolished or re-used? N/A

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [X] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: None

** Complete section if requesting a change in zoning, future land use, or expanding

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.

6. APPROVAL OF MINUTES

a. Minutes from the January 10, 2017 meeting

Motion was made by Robert Poitier, and seconded by John George to approve the minutes from the January 10, 2017 meeting.

AYE: **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

7. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Comprehensive Plan Future Land Use Map Amendment – Blue Water Properties - 1190 Avenue O**

Mr. Benton gave an overview of the application and answered questions from the Board regarding usage of the property.

Amanda Martinez, Blue Water Properties, Applicant Representative, stated the intent is to design the property as one commercial center that is compatible with the adjacent uses in the neighborhood. Ms Martinez answered questions from the Board.

No one spoke against the application.

Motion was made by Marcia Baker, and seconded by John George to recommend approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (NC) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.

AYE: **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

8. NEW BUSINESS

a. **Zoning Atlas Amendment - Blue Water Properties – 1190 Avenue O**

Mr. Benton gave a brief overview of the Zoning Atlas Amendment and stated it is a coupled request with item 7a.

No one spoke for or against the project.

Motion was made by Marcia Baker, and seconded by John George to recommend approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (C-2) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.

AYE: **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

b. **Abandonment - Segment of North 10th Street between Avenue M & Avenue O**

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 Marcia Baker, and seconded by John George to forward a recommendation to approve the requested abandonment.

AYE: **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **Chairman Bob Burdge**

Passed

c. **Conditional Use - Advanced Scholars Christian Academy - 616 Orange Avenue**

Mr. Creagan gave an overview of the application.

Sherria Baptiste, Representative, spoke on behalf of the school and answered questions from the Board regarding teacher certification and the limited playground area.

Mike Menard, Representative from Architectonic, stated he is working with Ms. Baptiste to make sure the school is compliant with the educational requirements for building code, life safety and ADA.

Richard Shoy spoke in favor of the project.

Motion was made by Robert Poitier, and seconded by John George to forward a recommendation to the City Commission for approval of the Conditional Use with No New Construction to operate a private K-8 school that will accommodate 135 (one hundred thirty five) students 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.

AYE: **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Chairman Bob Burdge**

Passed

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

RECEIVED
MAR 24 2017
FINANCE
DEPARTMENT

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	1529284	Meetings: 4/3/17 & 4/17/17: 5 ORDS	Meetings

Pub Dates
March 19, 2017

Sworn to and subscribed before me this day of, March 17, 2017, by

Sherri Cipriani, who is

(X) personally known to me or

( ) who has produced _____ as identification.

Sandra Coldren
Sandra Coldren Notary Public

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

Public Notices

ny and evidence upon which the appeal is to be based (section 286.0105, Florida Statutes).

Town of Sewall's Point, Florida
Lakisha Q. Burch, CMC,
Town Clerk
Pub: March 19, 2017
TCN 1520960

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to the Sec. 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, April 3rd, 2017, hold a Public Hearing 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 the following Conditional Use applications:

1) Review and approval of an application for a Conditional Use with No New Construction, submitted by the Applicant; Joanne Albarelli to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 408 S. Ocean Drive, Unit B, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-502-0004-020-2).

2) Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners and Applicants; Robert & Deborah Sacks to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 655 Hernando Street, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-503-0026-020-5).

3) Review and Approval of an application for Site Plan & Design Review, submitted by property owners, NNN/1031 #16 Jenkins LLC, and applicant, Kristen Ferretti of Corporate Property Services, to construct a new 4,989 sq. ft. restaurant with drive-thru service at 5560 Okeechobee Road, Fort Pierce, FL. The properties are zoned General Commercial, C-3 zone. (Parcel IDs: 2419-603-0002-000-7 & 2419-603-0005-000-8.)

4) Application submitted by Sweetie's Diner, LLC is requesting to secure a 2COP – Beer and Wine License to offer sale of alcohol, at 2625 S. US Highway 1, Fort Pierce, Florida; for consumption on premises. The sale or distribution of alcoholic beverages for consumption on premises requires a variance from Sec. 3-7 and Sec. 3-11 to operate within 1,600 feet of a church, school or other licensed establishments. The property is zoned C-3, General Commercial Zone (Parcel ID 2422-602-0249-000-7).

All interested parties may appear at the meeting and be heard with respect to the applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or online at www.CityofFort-Pierce.com.

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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 19, 2017
TCN 1530211

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143, 22-131, and 17-1 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187? of Florida State Statutes, will on Monday, April 3rd, 2017 and Monday, April 17th, 2017 hold Public Hearings on the enactment of the proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

1) Ordinance 17-010 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 GENERALLY AT 900 AVENUE O FROM COS, CONSERVATION OPEN SPACE TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2403-233-0002-000-3

2) Ordinance 17-011 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED GENERALLY AT 900 AVENUE O FROM GENERAL AND RECREATIONAL OPEN SPACE ZONE, OS-1, TO GENERAL COMMERCIAL ZONE, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2403-233-0002-000-3

3) Ordinance 17-012 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 GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM RL, LOW DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; AND NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2404-144-0000-000-9

4) Ordinance 17-013 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM SINGLE FAMILY MODERATE DENSITY RESIDENTIAL ZONE, R-3, TO GENERAL COMMERCIAL ZONE, C-3 AND NEIGHBORHOOD COMMERCIAL ZONE, C-2; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2404-144-0000-000-9

5) Ordinance 17-014 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ABANDONING A PORTION OF NORTH TENTH STREET RIGHT-OF-WAY, LYING SOUTH OF AVENUE O WITHIN THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the applications. Said applications 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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 19, 2017
TCN 1529284

Request for Bids

PUBLIC NOTICE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SDIRC 12-0-2017/JC
Band Room Renovation and Exterior Gate Replacement at Sebastian River High School

Participation in this bid is restricted to prequalified contractors. Sealed bids for a summer project for band room renovation and exterior gate replacement at Sebastian River High School will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until 2:00 p.m. on March 30, 2017 at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered. The estimated cost of this project is $350,000. Bonding will be required. Drawings provided by Edlund, Dritenbas and Binkley Architects & Associates. All projects are subject to funding and cannot be guaranteed. Deadline for completion of this project is August 1, 2017.

A non-mandatory pre-bid meeting has been scheduled on March 14, 2017 at 10:00 am at Sebastian River High School, 9001 90th Avenue Sebastian, FL 32958. Please meet in the main office to sign in.

Completed form(s) must be returned by: 2:00 p.m. on March 30, 2017 and shall be clearly marked: ITB 12-0-2017/JC Band Room and Gates at SRHS

The bid document, drawings and specifications may be downloaded from the Onvia DemandStar website at http://www.demandstar.com or by contacting Jeff Carver.

NOTE: ALL PROSPECTIVE BIDDERS/RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE INDIAN RIVER COUNTY SCHOOL BOARD, STAFF OR CONSULTANTS REGARDING THIS BID OTHER THAN THE SPECIFIED CONTACT PERSON.

Jeff Carver, CPPO,
Director of Purchasing
6055 62nd Avenue
Vero Beach, FL 32967
772.564.5050
Pub: March 11, 12, 19, 2017
TCN 1521662

REQUEST FOR QUALIFICATIONS

RFQ # 2017048

Engineering Consulting Services for Landfill Closure, Landfill Gas System Expansion, and Cell Construction

In compliance with Consultants' Competitive Negotiation Act (CCNA), Florida Statute Section 287.055, the Indian River County Solid Waste Disposal District (SWDD), a special dependent district of Indian River County (IRC), is issuing this Request for Qualifications (RFQ) for professional Engineering Consulting Services related to landfill closure, landfill gas system expansion and cell construction projects for the next 10 years. This includes design, permitting, procurement and construction services.

Detailed specifications for the above referenced RFQ are available from www.demandstar.com or by contacting the Indian River County Purchasing Division at (772) 226-1416, or purchasing@ircgov.com.

Deadline for receipt of one original and five (5) copies of Statements of Qualifications (SOQs) in response to the RFQ to the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 is 2:00 p.m. Friday, April 7, 2017.

Initial screening, ranking, final ranking and negotiations will be in accordance with the CCNA procedures. The SWDD Board reserves the right to accept or reject any and all submittals and to waive all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY
Pub: March 19, 2017
TCN 1529617

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

Indian River County
Bid #2017038
Lateral D Canal Restoration

Detailed specifications are available at: www.demandstar.com or by contacting the Purchasing Division at (772) 226-1416 or purchasing@ircgov.com.

Deadline for receipt of bids has been set for 2:00 P.M. on April 12, 2017. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

A Mandatory pre-bid conference will be held on March 28, 2017 at 10:00 AM at the project site located at Egret Marsh Stormwater Park's Lateral D Canal pump station at 7420 4th Street, Vero Beach, Florida 32968 (on the north bank of the Lateral D Canal north of 4th Street and approximately 150 feet west of 74th Avenue).

BID SECURITY in the sum of not less than five percent (5%) of the total bid must accompany each bid over $25,000.

The Board of County Commissioners reserves the right to accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY
Pub: March 19, 2017
TCN 1528740

PUBLIC NOTICE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SDIRC 11-0-2017/JC
PE Field Drainage Improvements and Repave Car/Bus Loop Gifford Middle School

Participation in this bid is restricted to prequalified contractors. Sealed bids for a summer project for drainage and repaving at Gifford Middle School will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until 2:00 p.m. on March 30, 2017 at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered. Scope of work includes alterations and/or additions to the drainage infrastructure of the activity fields and parking improvements as per drawings provided by Schulke, Bittle & Stoddard. The estimated cost of this project is $320,000. Bonding will be required. All projects are subject to funding and cannot be guaranteed. Deadline for completion of this project is August 1, 2017.

A non-mandatory pre-bid meeting has been scheduled on March 15, 2017 at 10:00 am at Gifford Middle School, 4530 28th Court Vero Beach, FL 32967. Please meet in the main office to sign in.

Completed form(s) must be returned by: 2:00 p.m. on March 30, 2017 and shall be clearly marked: ITB 11-0-

Services Offered

TCPALM localfieds Where local meets classifieds

Place your ad with us. Call 1-877-2472407

Adult Care/Services

CAREGIVER COMPANION
License, Criminal bkgrnd chk avail., exp. 25yrs +, Ref. avail. Resonable rates, Light House keeping, Meal prep 772-237-2545

CAREGIVER/COMPANION
Licensed. Criminal background check available. Excellent references!
SL & MC **(772) 812-7175**

NURSE/CAREGIVER
Lic.& Ins. 10+exp., A-1 ref., /Avail. 24-7, Dr. appt. & errands call 772-249-6769 or 954 826-4455

Air Cond/Heating

AIR SOURCE 1
FREE Estimates
FREE Service Call
Check your A/C
Spring Special $29.95
772-626-7604 SL MC

DYNAMIC AIR
FREE ESTIMATES
$2,995 - 15 Seer System
Up to 2 Tons; **772-567-2185**
Lic# CAC1818454 IR,SL,MC

GILLIS A/C - 38 Yrs Exp; New AC & Heating Systems on Sale; Call for Quote.
LIC # RA0066894 /INS
(772) 215-5346 MC SL

Carpet/Floor Covering

HINTON'S CARPET CLEANING
3 Rooms, $100, 1st floor Tile & grout cleaning.
772-562-7262 IRC

RAY'S CARPET REPAIRS & INSTALLATION
Same day service
Free estimate. Lic#1953
772-571-6353 IR

Cleaning Services

B & L RESIDENTIAL IN-HOME CLEANING
Free Estimates, office cleaning Lic/Ins, Call Linda for details
(772) 778-9738 SL & IR

CLEANING SERVICE - 10% OFF 1ST TIME CLEANING - House, apt., office or comm'l, Quality cleaning. Refs avail. 12+ yrs exp. Angel 772-673-1488/772-240-4269 Cell

HUSBAND & WIFE TEAM
Family business providing residential house cleaning service. 30 yrs exp. Exc refs. Call us to make your home sparkle

Cleaning Services

HUSBAND/WIFE HOME CLEANING SRVC
We also do Windows & Pressure Clean, Lic/Ins **772-766-4174**

Cleanup/Hauling

DANIEL'S HAULING
Haul All: Trash, Brush, Junk, Anything - Garage/Shed Cleanout, 7 days a week
IR SL MC **(772) 812-2500**

HAULING & CLEAN UP
ANYTHING GOES!!!
Garage • Yard • Attic
Old Furniture • Appliances
Call Mario (772)579-5543

Clock Repair

CLOCKS BY HOLLIS
Repair & Sales
1445 Village Green Dr.
Port St. Lucie (772)335-2507

Computer Services

AAA ARON'S COMPUTER SERVICE
Dell, HP, and A+ Certified, 20 yrs on Treasure Coast. Home Srvc Call - $55 **(772) 475-7887**

FIX ALL COMPUTER PROBLEMS FOR LESS
Call Brian 772-301-8844

Concrete/Masonry Work

AFFORDABLE CONCRETE CONTRACTOR
C E HOOD CONSTRUCTION
Lic/Ins CGC1519668
Call (772) 360-0515

ALL CONCRETE
Driveways/Patios/ Brickpavers/Block
Odom Construction 473-0046
BC018696 IR SL

JERRY RIPPLE STUCCO
Commercial/Residential
Quality work. 40 yrs experience
Lic#3192 IR **(772) 564-0392**

JOHNNY'S
Concrete, driveways, sidewalks & patio repairs
New or Old
Lic **772-672-4353** Ins

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City Commission Regular Meeting **11.B.3.**

Meeting Date: 04/17/2017

Re: Ordinance 17-014: Abandonment of Unopened Right-of-Way

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-014: Abandoning an unopened segment of North Tenth Street right-of-way, between Avenue M & O upon payment of appraised value in the amount of $3,144. SECOND READING

SUMMARY:

- In accordance with City Code Section 17-1, Abandonment, narrowing, etc., of streets, the applicant, is requesting the City of Fort Pierce abandon an unopened segment of North 10th Street Right-of-Way, situated between Avenue M & O, which abuts their land holdings.
- Concurrent to the request for abandonment, the applicant is requesting the approval of Comprehensive Plan Future Land Use Map and Zoning Atlas Amendments, for 5.99 acres of their property, abutting the subject right-of-way.
- The subject extension of North 10th Street appears to have remained unopened in perpetuity, and has not been utilized for utility infrastructure.
- The right-of-way segment sought for abandonment offers minimal vehicular, pedestrian, or utility design advantage to the city, especially in its unimproved state.
- The majority (~.165 acres) of the right-of-way segment considered for abandonment would be assumed by the applicant, with a minor section (~.058 acres) being retained by the city as it abuts city owned parkland, based upon established policy.
- The portion of the right-of-way presented for abandonment to the applicant has a prorated valuation of $3,144, payable prior to the subject ordinance becoming effective.

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

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial
Propose a land swap with the applicant

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Payment of $3,144 due to the City of Fort Pierce prior to the Ordinance becoming effective.

Attachments

Proposed Draft Ordinance 17-014 (to be replaced by final formatted version)
Staff Report
Aerial & Zoning Map - Abandonment
Abandonment Application & Sketch and Legal
Appraisal of N. 10th St. Right of Way (Dec 19. 2016)
O & E Title Search
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/27/2017 02:44 PM

Form Started By: Kori Benton
Started On: 03/22/2017 04:35 PM
Final Approval Date: 04/04/2017

ORDINANCE NO. 17-014

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ABANDONING A PORTION OF NORTH TENTH STREET RIGHT-OF-WAY, LYING SOUTH OF AVENUE O WITHIN THE CITY OF FORT PIERCE, FLORIDA;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, pursuant the Charter and City Code of the City of Fort Pierce, has been requested to vacate and abandon a portion of an existing right-of-way known as North 10th Street, lying south of Avenue O, and north of Avenue M, within the City of Fort Pierce, Florida; and

WHEREAS, the City of Fort Pierce has a certain right-of-way or thoroughfare as hereinafter described, which is not needed for roadway, thoroughfare purposes, or for location and maintenance of any and all utilities by the City of Fort Pierce; and

WHEREAS, in consideration of the above, it is in the best interest of the general welfare of the City of Fort Pierce to vacate and abandon said right-of-way;

NOW BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA;

SECTION 1. That the right-of-way, more particularly described as follows, be and it is hereby vacated and abandoned upon payment of $ 3,144, a prorated valuation, by the applicant Blue Water LLC.:

A PORTION OF NORTH TENTH STREET RIGHT-OF-WAY, LYING SOUTH OF AVENUE O WITHIN THE CITY OF FORT PIERCE, FLORIDA, WITHIN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY , FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF MELTONS RIVERVIEW SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 43, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA AND RUNNING THENCE NORTH 89"47'23" WEST ALONG A WESTERLY EXTENSION OF THE NORTH LINE OF SAID PLAT A DISTANCE OF 25.45' TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00"03'05" WEST ALONG SAID SECTION LINE A DISTANCE OF 198.43' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882 AT PAGE 478, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00"03'05" WEST ALONG THE EASTERLY BOUNDS OF SAID CONVEYANCE, BEING ALSO THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 186.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF AVENUE "0"; THENCE EASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 602.96', CENTRAL ANGLE 02"28'39", AN ARC LENGTH OF 26.07' TO A POINT LOCATED SOUTH 77"32'36" EAST (CHORD BEARING) A CHORD DISTANCE OF 26.07' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE SOUTH 00"03'05" EAST A DISTANCE OF 18.75' TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY

DEED RECORDED IN OFFICIAL RECORDS BOOK 1848 AT PAGE 2087, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00"03'05" EAST ALONG THE WESTERLY BOUNDS OF THE CONVEYANCE LAST ABOVE MENTIONED A DISTANCE OF 360.46' TO THE POINT OF BEGINNING.

CONTAINING 0.223 ACRE OF LAND, MORE OR LESS.

As 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. This ordinance shall be and become effective 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. 17-014 was duly advertised by title only in the St. Lucie News Tribune on March 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 April 3rd, 2017; and was duly introduced, read by title only, and passed on second and final reading on April 17th, 2017, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 15th day of April, 2017.

_____
Linda Hudson,
Mayor Commissioner

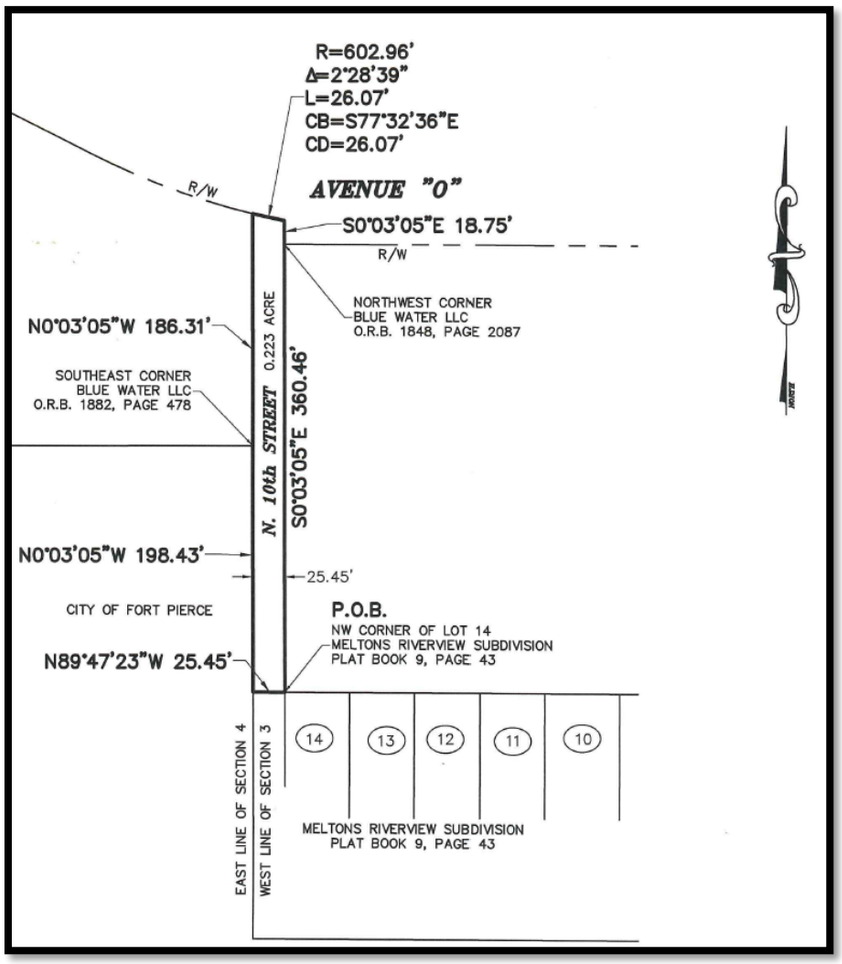
ATTEST:

_____

Linda W. Cox,
City Clerk

(City Seal)

EXHIBIT A
Right-of-way for Abandonment
Sketch & Legal Description



A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF MELTONS RIVERVIEW SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 43, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA AND RUNNING THENCE NORTH 89"47'23" WEST ALONG A WESTERLY EXTENSION OF THE NORTH LINE OF SAID PLAT A DISTANCE OF 25.45' TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00"03'05" WEST ALONG SAID SECTION LINE A DISTANCE OF 198.43' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882 AT PAGE 478, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00"03'05" WEST ALONG THE EASTERLY BOUNDS OF SAID CONVEYANCE, BEING ALSO THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 186.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF AVENUE "0"; THENCE EASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 602.96', CENTRAL ANGLE 02"28'39", AN ARC LENGTH OF 26.07' TO A POINT LOCATED SOUTH 77"32'36" EAST (CHORD BEARING) A CHORD DISTANCE OF 26.07' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE SOUTH 00"03'05" EAST A DISTANCE OF 18.75' TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1848 AT PAGE 2087, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00"03'05" EAST ALONG THE WESTERLY BOUNDS OF THE CONVEYANCE LAST ABOVE MENTIONED A DISTANCE OF
360.46' TO THE POINT OF BEGINNING.

CONTAINING 0.223 ACRE OF LAND, 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: **Abandonment of Unopened Right-of-Way**
Segment of North 10th Street, between Avenue M & O

DATE: March 22, 2017

STAFF REPORT

Owners:
Blue Water LLC.
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Representative:
Amanda Martinez
Martinez Planning Associates, LLC
115 Citrus Park Circle
Boynton Beach, FL 33436

Requested Action:
Approval of Abandonment of an unopened segment of North 10th Street Right-of-Way, situated between Avenue M & O

Location:
North 10th Street Right-of-Way, situated between Avenue M & O

Abutting Parcel IDs:
2404-143-0001-000-3 (City Owned), 2404-144-0000-000-9 & 2403-233-0002-000-3 (western 190 ft.)

Surrounding Zoning:

North	East	South	West
R-4	OS-1	R-3	OS-1/R-3

Land Area of Subject ROW:
Approximately .223 acres

Staff Analysis:

In accordance with City Code Section 17-1, Abandonment, narrowing, etc., of streets, the applicant, is requesting the City of Fort Pierce abandon an unopened segment of North 10th Street Right-of-Way, situated between Avenue M & O, which abuts their land holdings

Concurrent to the request for abandonment, the applicant is requesting the approval of Comprehensive Plan Future Land Use Map and Zoning Atlas Amendments, for 5.99 acres of their property, abutting the subject right-of-way. The underlying objective is to eliminate the intersection of their property, to provide a larger commercial property for development.

The subject extension of North 10th Street appears to have remained unopened in perpetuity, and has not been utilized for utility infrastructure. The scope of the requested abandonment would leave a minor section of the unopened right-of-way in place to allow for future access to the Ilous Ellis Football Field Parking area, or facilitate connectivity to a future commercial development on the applicant's property, if necessitated and appropriately designed. The right-of-way segment sought for abandonment offers minimal vehicular, pedestrian, or utility design advantage to the city, especially in its unimproved state. The City Commission may alternatively consider a proposal to exchange the subject right-of-way for an equivalent area of land abutting the established park.

The majority (~.165 acres) of the right-of-way segment considered for abandonment would be assumed by the applicant, with a minor section (~.058 acres) being retained by the city as it abuts city owned parkland, based upon established policy. The City Commission has the discretion to consider complete abandonment to the applicant, if desired.

The Fort Piece Utilities Authority (FPUA) has provided approval of the proposed abandonment.

Appraised Value

The appraised value, presented within the December 2016 appraisal report presents a Market Value of the Fee Simple of the Subject Property as $4,250 (.223 acres). The portion of the right-of-way presented for abandonment to the applicant has a prorated valuation of $3,144, payable prior to the subject ordinance becoming effective.

Technical Review Committee

All affected Departments have reviewed and approved the proposed right-of-way Abandonment.

Planning Board

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

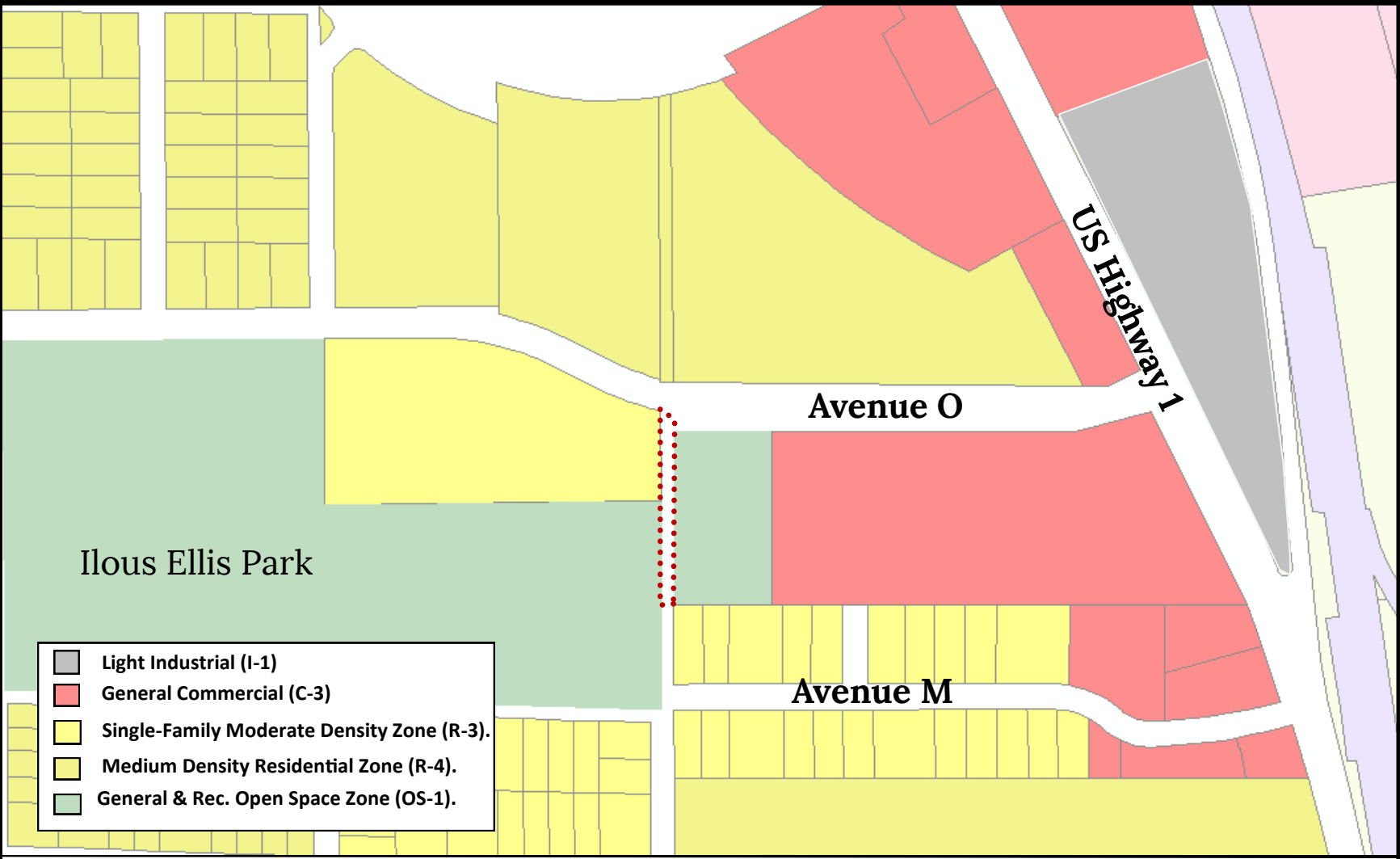
Staff Recommendation:

Staff recommends the City Commission **approve** Ordinance 17-014 to authorize the requested abandonment to become effective upon payment of $3,144., a prorated valuation of the land subject to relinquishment, by the applicant Blue Water LLC.

THE SUNRISE CITY
FORT PIERCE
Florida

ROW Abandonment Request –Aerial

N 10th Street–Segment



THE SUNRISE CITY
FORT PIERCE
Florida

ROW Abandonment Request –Zoning Map

N 10th Street–Segment

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Abandonment

Property address or Location 801 Avenue O

Parcel ID #(s) 2403-233-0002-000-3 & 2404-144-0000-000-9

Project description To abandon a non-improved right-of-way (N. 10th St.)

Blue Water, LLC	Amanda Martinez, Martinez Planning Associates, LLC
Property Owner(s)	**Applicant/Representative, Title, Company**
312 SE 17th St, 2nd Floor	115 Citrus Park Cir.
Street Address	Street Address
Ft.Lauderdale FL 33316	Boynton Beach FL 33436
City State Zip	City State Zip
(954)-767-6333	(954)304-7755
Phone Number	Phone Number
DSaavedra@saavlaw.com	amandaplanner@gmail.com
Email Address	Email Address

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

Damaso W. Saavedra, Esq. - attorney - for Blue Water, LLC.

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 6th day of December, 2016, by Damaso W. Saavedra who is personally known to me or has produced _____ as identification.

Signature of Notary JOANNE SPEAKE

(seal) NOTARY PUBLIC STATE OF FLORIDA

JOANNE SPEAKE
MY COMMISSION # FF 042974
EXPIRES: December 6, 2017
Bonded Thru Budget Notary Services

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

ABANDONMENT

Submit eight (8) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☐ Current survey, including property size
- ☐ Current Appraisal, Sketch, Size (in sq. ft.) & Legal Description of property for proposed abandonment
- ☐ Encumbrance Title Search
- ☐ Complete, notarized application

Application Type:

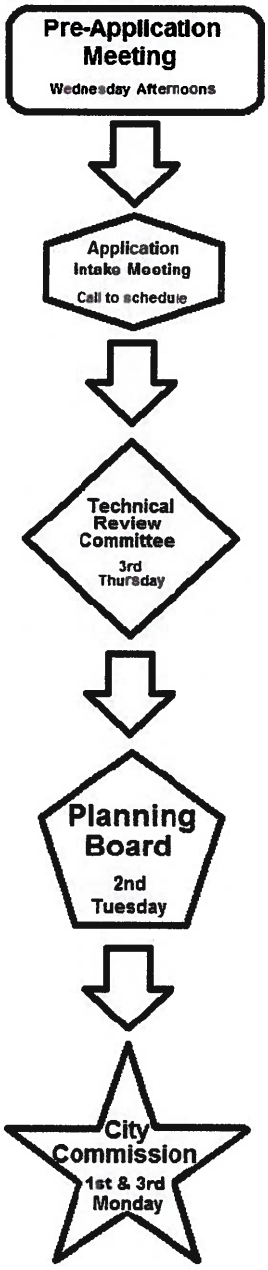
☐ Easement Abandonment ☒ Right-of-Way Abandonment

Reason for Abandonment Request: To join the parcel with the two adjacent parcels to develop one commercial property

List any utilities visible or known to exist in the right of way/easement: None

Is the right of way in use or unopened? ☐ In Use ☒ Unopened

Application Outlook



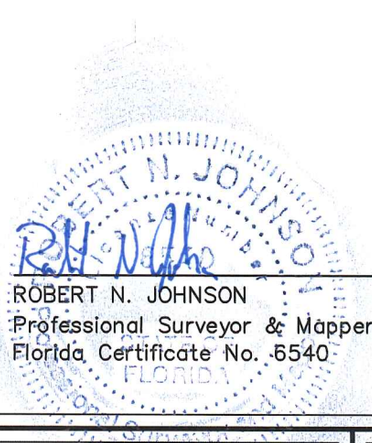
LEGAL DESCRIPTION

THIS IS NOT A SURVEY

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF MELTONS RIVERVIEW SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 43, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA AND RUNNING THENCE NORTH 89°47'23" WEST ALONG A WESTERLY EXTENSION OF THE NORTH LINE OF SAID PLAT A DISTANCE OF 25.45' TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00°03'05" WEST ALONG SAID SECTION LINE A DISTANCE OF 198.43' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882 AT PAGE 478, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°03'05" WEST ALONG THE EASTERLY BOUNDS OF SAID CONVEYANCE, BEING ALSO THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 186.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF AVENUE "O"; THENCE EASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 602.96', CENTRAL ANGLE 02°28'39", AN ARC LENGTH OF 26.07' TO A POINT LOCATED SOUTH 77°32'36" EAST (CHORD BEARING) A CHORD DISTANCE OF 26.07' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE SOUTH 00°03'05" EAST A DISTANCE OF 18.75' TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1848 AT PAGE 2087, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°03'05" EAST ALONG THE WESTERLY BOUNDS OF THE CONVEYANCE LAST ABOVE MENTIONED A DISTANCE OF 360.46' TO THE POINT OF BEGINNING.

CONTAINING 0.223 ACRE OF LAND, MORE OR LESS.



12/7/2016

ROBERT N. JOHNSON — DATE
Professional Surveyor & Mapper
Florida Certificate No. 6540

DESCRIPTION
OF
NORTH 10th STREET
FOR BLUE WATER LLC

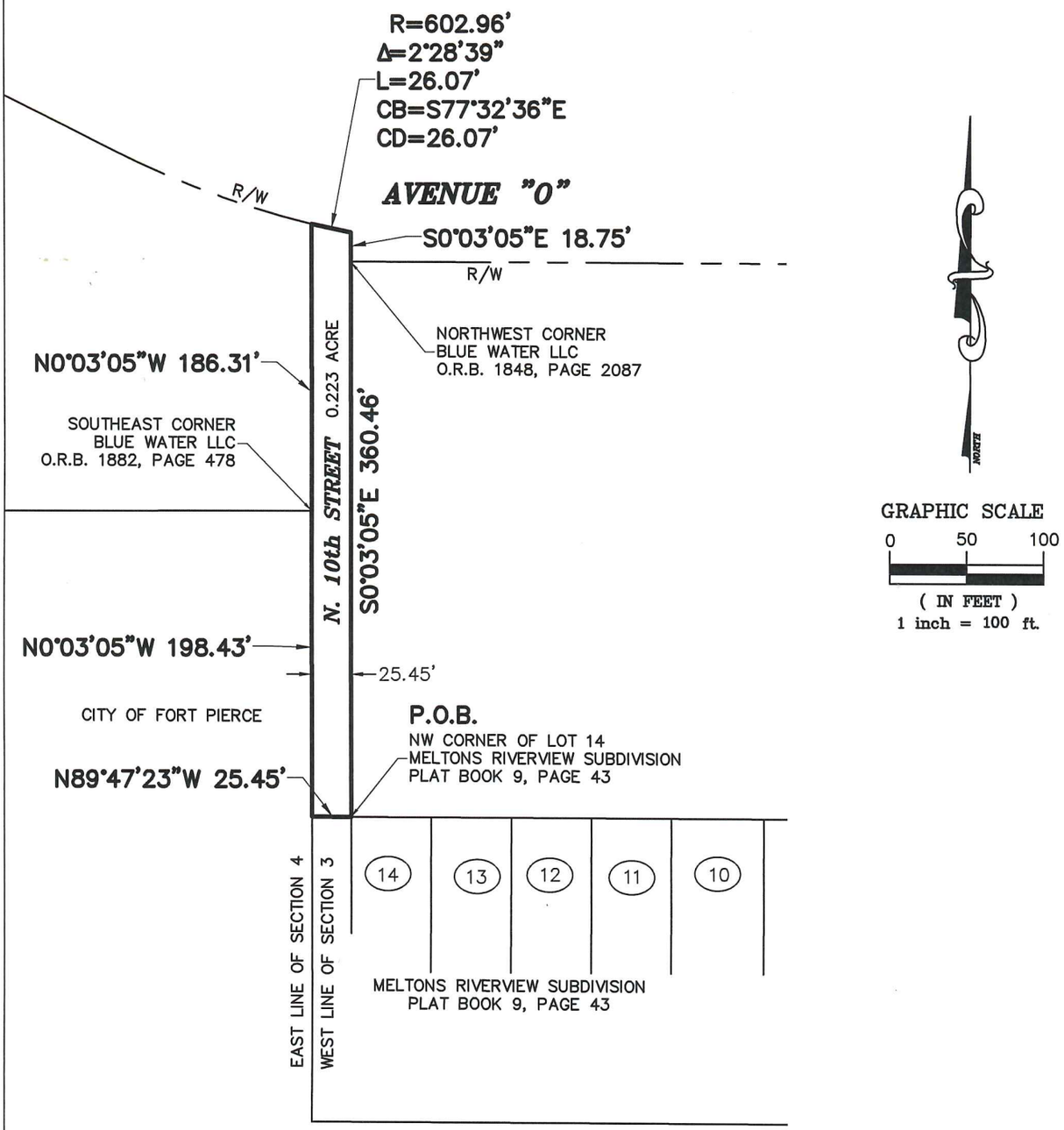
File: 16-088.001
Date: 12-06-2016
Tech: BKH

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

P:\Proj-2016\16-088 Blue Water LLC\Survey\16-088 S&DN 10th ST.dwg, 12/7/2016 2:36:12 PM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



LEGEND:

CB	=	CHORD BEARING
CD	=	CHORD DISTANCE
Δ	=	DELTA ANGLE
L	=	ARC LENGTH
O.R.B.	=	OFFICIAL RECORDS BOOK
P.O.B.	=	POINT OF BEGINNING
R	=	RADIUS
R/W	=	RIGHT-OF-WAY

SKETCH
OF
NORTH 10th STREET
FOR BLUE WATER LLC

File: 16-088.001
Date: 12-06-2016
Tech: BKH

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

P:\Proj-2016\16-088 Blue Water LLC\Survey\16-088 S&D N 10th ST.dwg, 12/7/2016 2:36:31 PM

NOTES:

1) Reproductions of this map are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2) Descriptions shown hereon provided by the client and/or their agent.
3) Underground foundations and improvements were not located as part of this survey.
4) Overall parcel contains 13.18 Acres, more or less.
5) The last date of field work was August 16, 2016.
6) The center line of Avenue "O" is assumed to bear S89°47'29"E and all bearings shown hereon are relative thereto.
7) The concrete walk along U.S. Highway 1 meanders on and off of property line.
8)Said described property is located within an area having a zone designation "X" by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0179 J, with a date of identification of February 16, 2012, for Community Number 120286, 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) The intent of the description hereon is to less and except that part of the building encroaching on subject property.
10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the party or parties.
11) Zoning designations shown hereon are based on information provided by city of Ft. Pierce zoning atlas, with a review date of 8/31/2016.

DESCRIPTION

PARCEL 1
That part of the North 400 feet of the South 598 feet of Government Lot 2 lying west of U.S. Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, Page 43, of the Public Records of St. Lucie County, Florida. Thence South 90°00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90°00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89°40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00°16'48" East, along the East face of said metal building, a distance of 0.48 feet to the North line of said Tract "A" and the Point of Beginning.

DESCRIPTION

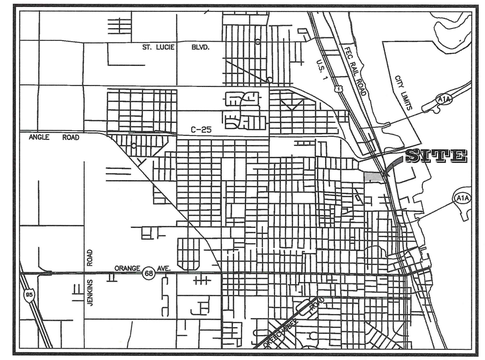
Together with:

PARCEL 2
From the SE corner of the NE ¼ of Section 4, Township 35 South, range 40 East, run North 0 deg. 18'58" west, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg.41' 02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to the South right of way of Avenue "O"; thence North 89 deg. 41'02" East207.62 feet to a point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

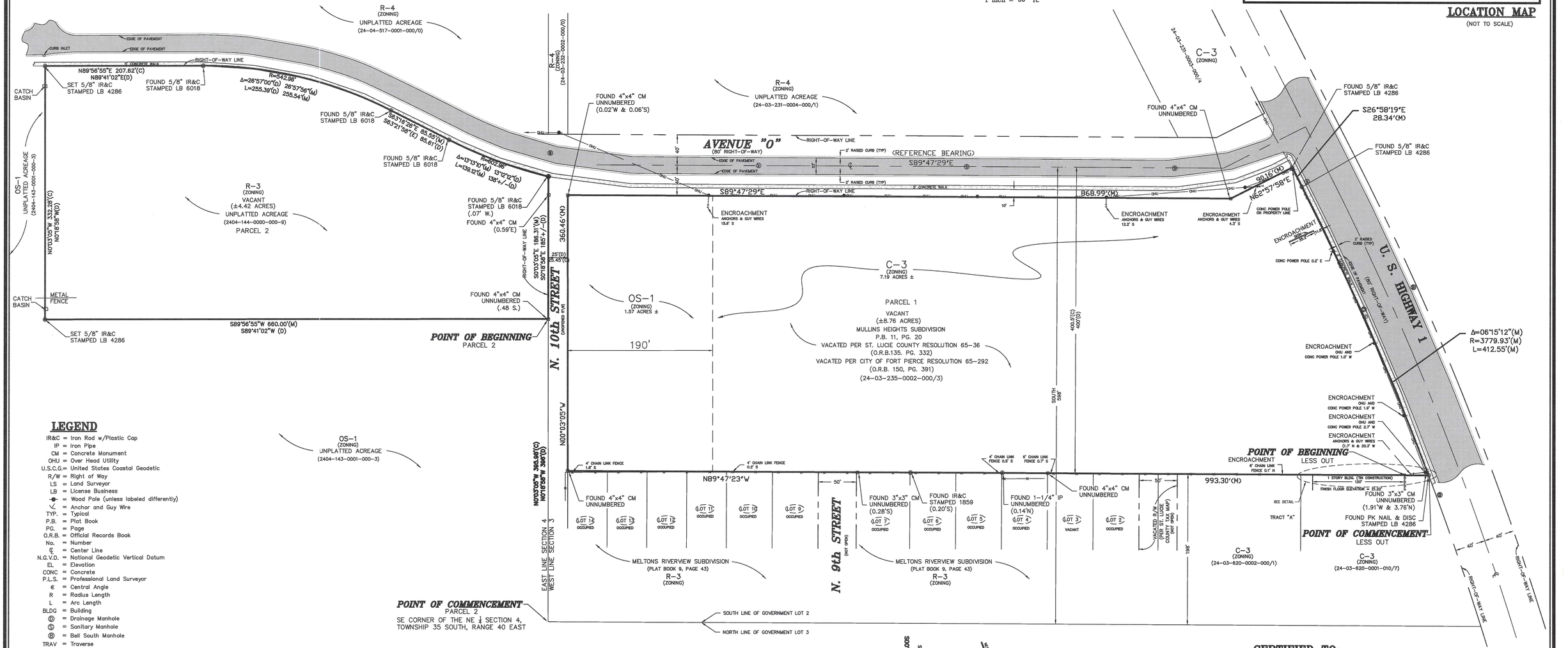
All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

NORTH



LOCATION MAP
(NOT TO SCALE)



LEGEND

IR&C = Iron Rod w/Plastic Cap
IP = Iron Pipe
CM = Concrete Monument
OHU = Over Head Utility
U.S.C.G.= United States Coastal Geodetic
R/W = Right of Way
LS = Land Surveyor
LB = License Business
= Wood Pole (unless labeled differently)
= Anchor and Guy Wire
TYP. = Typical
P.B. = Plat Book
PG. = Page
O.R.B. = Official Records Book
No. = Number
℄ = Center Line
N.G.V.D. = National Geodetic Vertical Datum
EL = Elevation
CONC = Concrete
P.L.S. = Professional Land Surveyor
€ = Central Angle
R = Radius Length
L = Arc Length
BLDG = Building
= Drainage Manhole
= Sanitary Manhole
= Bell South Manhole
TRAV = Traverse
± = Plus or Minus
SF = Square Feet
D = Deed
M = Measured
C = Calculated

CERTIFIED TO:

BLUE WATER, LLC;

ROBERT N. JOHNSON P.S.M. 6540 STATE OF FLORIDA

10/20/2016
DATE

ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

COMPUTER FILE REF.	FIELD BK./PG.
03-215.dwg	9820/9-14
16-088.dwg	0136/ 12-14
	1604/ 35

CULPEPPER & TERPENING, INC
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PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE
REVISED FOR ALTA/ACSM STANDARDS AND UPDATED BOUNDARY	BCS	8/8/00
ADDED ADDITIONAL TOPO	ER	9/18/01
UP-DATE SURVEY REVISED CERTIFICATIONS	GLL	10/01/03
UP-DATE SURVEY ADD PARCEL 2	RNJ	8/16/16
ADDED ZONING INFORMATION	RNJ	8/25/16
REVISED GRAPHICS AND ANNOTATION	RNJ	8/30/16

	BY	DATE
FIELD	ER	6/9/98
CALCS.	RCL	6/11/98
DRAWN	BCS	6/12/98
DETAILED		
CHECKED	RCL	6/12/98
APPROVED		

BOUNDARY SURVEY

PREPARED FOR

BLUE WATER, LLC

DATE: 8/16/16
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 16-088
SHEET 1 OF 1

P:\Proj-2016\16-088 Blue Water LLC\Survey\16-088.dwg, 10/20/2016 2:32:17 PM

AN APPRAISAL OF

THE NORTH 10TH STREET RIGHT-OF-WAY ABANDONMENT LOCATED BETWEEN AVENUE O AND AVENUE M AND WEST OF U.S. HIGHWAY 1 IN FORT PIERCE, FLORIDA

FILE #16-75497

PREPARED FOR

MS. CASEY B. MCCORMACK, ESQ.
SAAVEDRA GOODWIN

AS OF

DECEMBER 19, 2016

BY

STEPHEN G. NEILL, MAI
CALLAWAY & PRICE, INC.

Callaway & Price, Inc.

Real Estate Appraisers And Consultants

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Licensed Real Estate Brokers

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Cert Gen RZ2085
clp@cpmel.com

Please respond to Treasure Coast Office
E-Mail: s.neill@callawayandprice.com

December 22, 2016

Ms. Casey B. McCormack, Esq.
Saavedra Goodwin
312 SE 17th Street, 2nd Floor
Fort Lauderdale, FL 33316

Dear Ms. McCormack:

We have made an investigation and analysis of potential abandonment of the North 10th Street Right of Way located between Avenue O and Avenue M and west of U.S. Highway 1 as if extended from Avenue O in a southward direction in Fort Pierce, Florida. The Subject Property will be further described both narratively and legally within the following Appraisal Report. The purpose of this investigation and analysis was to provide our opinion of the current Market Value of the Fee Simple Interest of the Subject Property as of December 19, 2016. The Subject Property is considered to be the road right-of-way for North 10th Street totaling 9,714 square feet located south of Avenue O. Given the property type associated with the Subject Property, we have incorporated the across the fence methodology for valuing the Subject Property.

This report has been prepared for our client, Casey B. McCormack, Esq. of Saavedra Goodwin. The intended use was to assist the client in evaluation for possible roadway abandonment. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

The scope of work performed included a complete analysis of the Subject Property with no omitted approaches to value. A detailed scope of work description can be found in the body of this report.

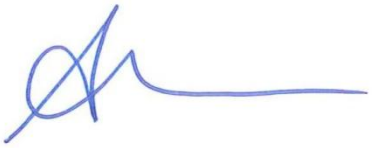
Based upon the scope of the assignment, our investigation and analysis of the information contained within this report, as well as our general knowledge of real estate valuation procedures and market conditions, it is our opinion that the Market Value of the Fee Simple of the Subject Property as of December 19, 2016 was:

$4,250

A description of the property appraised, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent.

Respectfully submitted,

CALLAWAY & PRICE, INC.



Stephen G. Neill, MAI
Cert Gen RZ2480

Anthony D. Vercillo
Cert Gen RZ2956

SGN/ADV/clw:16-75497
Attachments

PROPERTY TYPE	:	Road Right-of-Way
LOCATION	:	The Subject Property is located between Avenue O and Avenue M and west of U.S. Highway 1 in Fort Pierce, Florida.
DATE OF VALUATION	:	December 19, 2016
EFFECTIVE DATE OF REPORT	:	December 22, 2016
PROPERTY DESCRIPTION:		
LAND	:	The Subject Property contains 9,714 square feet or 0.223 acres.
BUILDING	:	None
ZONING	:	Surrounding properties to the west are R3, Single-Family Moderate Density and OS-1, Open Space, per the City of Fort Pierce. The adjacent property to the east is OS-1, Open Space. For the purposes of this appraisal report we have made the extraordinary assumption that site is zoned R3, Single-Family Moderate Density.
LAND USE PLAN	:	Surrounding properties to the west are RL, Residential Low Density and COS, Conservation Open Space, per the City of Fort Pierce. The adjacent property to the east is COS, Conservation Open Space. For the purposes of this appraisal report we have made the extraordinary assumption that site is zoned R3, Single-Family Moderate Density with a Future Land Use Designation of RL.
HIGHEST AND BEST USE		
AS IF VACANT	:	Future residential development in conjunction with neighboring properties
THE MARKET VALUE OF THE FEE SIMPLE ESTATE OF THE SUBJECT PROPERTY AS OF DECEMBER 19, 2016	:	$4,250

Page No.
CERTIFICATION 1
LIMITING CONDITIONS 3
DEFINITION OF THE APPRAISAL PROBLEM 8
Purpose, Date of Value, and Interest Appraised 8
Intended Use and User of Appraisal 8
Legal Description 8
Market Value 8
Hypothetical Conditions or Extraordinary Assumptions 9
Marketing Time 9
Exposure Time 10
Across the Fence Method 10
Across the Fence Value 10
SCOPE OF WORK 11
NEIGHBORHOOD ANALYSIS 12
PROPERTY DATA 14
Zoning 15
Land Use 16
Concurrency 17
Site Size, Shape and Access 18
Utilities 17
Topography 17
Census Tract 17
Flood Hazard Zone 19
Assessed Value and Taxes 19
Property History 19
HIGHEST AND BEST USE 20
Conclusion 20
LAND VALUE ANALYSIS 22
Discussion of Vacant Land Sales 22
Discussion of Adjustments 32
Expenditures Made 33
Conclusion – Land Value Analysis 34
ADDENDA
Engagement Letter
Qualifications:
Stephen G. Neill, MAI
Anthony D. Vercillo

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.

4. We have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

9. Stephen G. Neill, MAI and Anthony D. Vercillo have made a personal inspection of the property that is the subject of this report.

10. No one provided significant real property appraisal assistance to the persons signing this certification.

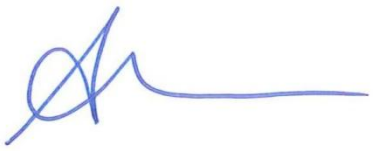
11. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

12. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

13. The reported analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

14. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

15. As of the date of this report, Stephen G. Neill, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



Stephen G. Neill, MAI
Cert Gen RZ2480

Anthony D. Vercillo
Cert Gen RZ2956

SGN/ADV/clw:16-75497

LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.

3. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.

4. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.

5. This appraisal expresses our opinion, and employment to make this appraisal was in no way contingent upon the reporting of predetermined value or conclusion.

6. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements.

7. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.

8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.

9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, "Chinese drywall", or agricultural chemicals, which may or may not be present on the property, or

other environmental conditions, was not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

11. Our opinion of value was based on the assumption of competent marketing and management regarding the Subject Property. If there is no competent marketing and management, then the value contained herein may not apply.

12. We have utilized the "Across the Fence Value" methodology in appraising the Subject Property.

> "A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land."

The Subject Property has two different surrounding zoning designations of R3, Residential Single-Family Moderate Density and OS-1, Open Space. Generally, sites with the OS-1 designation are used for county parks, recreational, uses and other basic open spaces that are sometimes left as such and not developed. These sites do not sell on the open real estate market nor are they transferred under normal market conditions. In applying the across the fence value method in order to provide an opinion of market value on the Subject Property we have made the extraordinary assumption that the site would most likely be valued on the basis on the R3, Residential zoning designation as is noted on the site immediately adjacent and to the

west of the Subject. This was verified with our client as well as the City of Fort Pierce. Our search relied on the sales of vacant residential land tracts in the market area that would be considered most similar to the surrounding properties near the Subject and based on this extraordinary assumption.

STREET SCENE IN FRONT OF SUBJECT PROPERTY

VIEW OF SUBJECT PROPERTY LOOKING SOUTH

VIEW OF PROPOSED RIGHT OF WAY LOOKING NORTH

AERIAL PHOTO

DEFINITION OF THE APPRAISAL PROBLEM

Purpose, Date of Value, and Interest Appraised

The purpose of this investigation and analysis was to provide our opinion of the Market Value of the Fee Simple Interest of the Subject Property as of December 19, 2016.

Intended Use and User of Appraisal

This report has been prepared for our client, Ms. Casey B. McCormack Esq. of Saavedra Goodwin. The intended use was to assist the client in evaluation for possible roadway abandonment purposes. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

Legal Description

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF MELTONS RIVERVIEW SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 43, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA AND RUNNING THENCE NORTH 89°47'23" WEST ALONG A WESTERLY EXTENSION OF THE NORTH LINE OF SAID PLAT A DISTANCE OF 25.45' TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00°03'05" WEST ALONG SAID SECTION LINE A DISTANCE OF 198.43' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882 AT PAGE 478, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°03'05" WEST ALONG THE EASTERLY BOUNDS OF SAID CONVEYANCE, BEING ALSO THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 186.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF AVENUE "O"; THENCE EASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 602.96', CENTRAL ANGLE 02°28'39", AN ARC LENGTH OF 26.07' TO A POINT LOCATED SOUTH 77°32'36" EAST (CHORD BEARING) A CHORD DISTANCE OF 26.07' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE SOUTH 00°03'05" EAST A DISTANCE OF 18.75' TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1848 AT PAGE 2087, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°03'05" EAST ALONG THE WESTERLY BOUNDS OF THE CONVEYANCE LAST ABOVE MENTIONED A DISTANCE OF 360.46' TO THE POINT OF BEGINNING.

CONTAINING 0.223 ACRE OF LAND, MORE OR LESS.

Market Value

"As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

a. Buyer and seller are typically motivated;

b. Both parties are well informed or well advised, and acting in what they consider their own best interests;

c. A reasonable time is allowed for exposure in the open market;

d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: The Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010, Pgs. 61-62.

Hypothetical Conditions or Extraordinary Assumptions

We have made the extraordinary assumption that the Subject Property could be zoned R3, Single Family Moderate Density. The valuation conclusion within this report is based on this extraordinary assumption. The property to the west and bordering the north half of the Subject Property is zoned R3. The property to the west and bordering the south half of the Subject Property is zoned OS-1, Open Space. The property to the east is also zoned OS-1. The across the fence value method is being used to value the Subject Property. The across the fence method is used to develop a value opinion based on the comparison to abutting land.

In the case of the Subject Property, the extraordinary assumption made for valuation purposes is that the site could be zoned R3, Single-Family Moderate Density, which is the most likely zoning for comparative analysis.

Marketing Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Marketing Time on page 140 as follows:

> "An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."

"Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time."

As in most markets, properties that are priced competitively and marketed professionally will sell before others which are not. Based on this, the Subject should have a marketing time of less than 12 months, provided adequate financing is available, the property is listed for sale at market value and is marketed by a competent brokerage firm.

Exposure Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Exposure Time on page 83 as follows:

1. "The time a property remains on the market."

2. "The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market."

There is a requirement under Standard Two to report exposure time according to the latest USPAP publication. "Exposure Time" is different for various types of property under different market conditions.

We have reviewed the exposure time on the sales contained in the Sales Comparison Approach in this appraisal. Based on that data and the current market, it is our opinion that the Subject Property would have had an exposure time of approximately 12 months or less.

Across the Fence Method

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Method on page 3 as follows:

"A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land."

Across the Fence Value

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Value on page 3 as follows:

"In the valuation of real estate corridors, the value concluded based on a comparison with adjacent lands before the consideration of any other adjustment factors."

SCOPE OF WORK

According to the 14th Edition of The Appraisal of Real Estate, page 38, "Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any.

The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation."

The first step in the appraisal process involved defining the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determined if the appraisal were subject to any extraordinary assumptions or hypothetical conditions. In this case of the Subject Property, there were none.

The next step involved the inspection of the Subject Property on December 19, 2016 by Stephen G. Neill, MAI and Anthony D. Vercillo. The inspection allowed us to understand the physical components of the Subject Property. In addition to the inspection of the Subject Property, we also began the data collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including a market area analysis, neighborhood analysis, and property data analysis. We gathered and reviewed information from the St. Lucie County Property Appraiser's Office and the City of Fort Pierce Planning Department.

The third step in the process was to determine the Highest and Best Use of the Subject Property as vacant and as improved. Through the Highest and Best Use analysis, we determined the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we relied on information obtained from the data collection process.

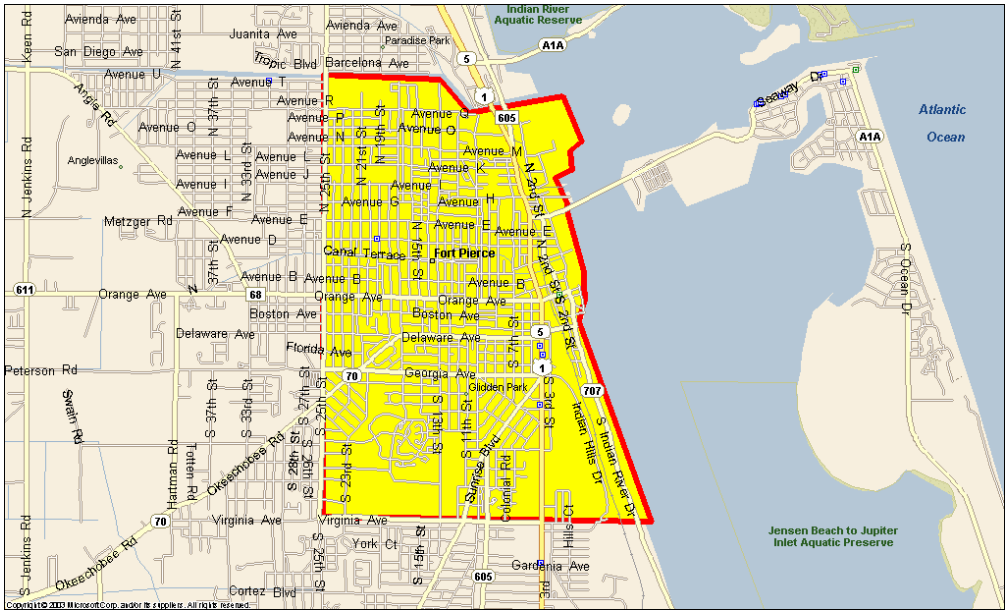
The fourth step was the application of the appropriate approaches to value. *No approaches were specifically omitted from this appraisal by the client.* However, for this assignment the Sales Comparison Approach was used to value raw land.

Since only one approach was used, no reconciliation of value was necessary.

NEIGHBORHOOD ANALYSIS

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

Neighborhood Map



In the case of this appraisal assignment, neighborhood boundaries are identified by physical boundaries and surrounding land uses. The neighborhood boundaries are considered to be as follows:

North	-	Taylor Creek
South	-	Virginia Avenue
East	-	Indian River
West	-	25th Street

The above neighborhood coincides with area delineated in the Redevelopment and Revitalization Plan for the City of Fort Pierce. The neighborhood contains office, retail and service businesses that support the business and government district. Like many older downtown areas, Fort Pierce had become stagnant with no new growth occurring due to the lack of vacant land. Most of the buildings were constructed in the 1930s, 1940s, and 1950s. As a result, the downtown area was

in a downward period of decay. However, such neighborhoods are noted to experience stages of a life cycle. A typical neighborhood usually goes through four distinct periods in its life: growth, equilibrium (stability), decline, and revitalization. Over the past 15 years, downtown Fort Pierce has been actively involved in a period of revitalization.

In addition to the major thoroughfares, many of the streets meeting the downtown area have been modified. Some of the modifications have been adding brick pavers and landscaping the center medians. This has created a more favorable appearance to the downtown district.

Access

Access to downtown Fort Pierce is provided by numerous east/west streets that intersect with U.S. Highway 1, the major north/south roadway providing access into the Subject neighborhood. Other north/south streets providing access within the Subject neighborhood include South 2nd Street and Indian River Drive. Both are paved two lane roadways. Orange Avenue, Virginia Avenue and the Citrus Avenue Overpass are the major east/west arterials within the Subject neighborhood. Orange Avenue, also known as State Road 68, is a two-lane and four-lane paved road which interchanges with Interstate 95 (I-95) approximately four miles west of U.S. Highway 1. Orange Avenue ultimately leads to U.S. Highway 441 in Okeechobee County. Virginia Avenue, also known as State Road 70, is a four-lane paved road which interchanges with I-95 and Florida's Turnpike approximately four miles west of U.S. Highway 1. Virginia Avenue merges with State Road 70, and ultimately leads to Okeechobee County and continues across the state. Citrus Avenue is a four-lane paved roadway, which runs from Indian River Drive west to North 13th Street.

Conclusion

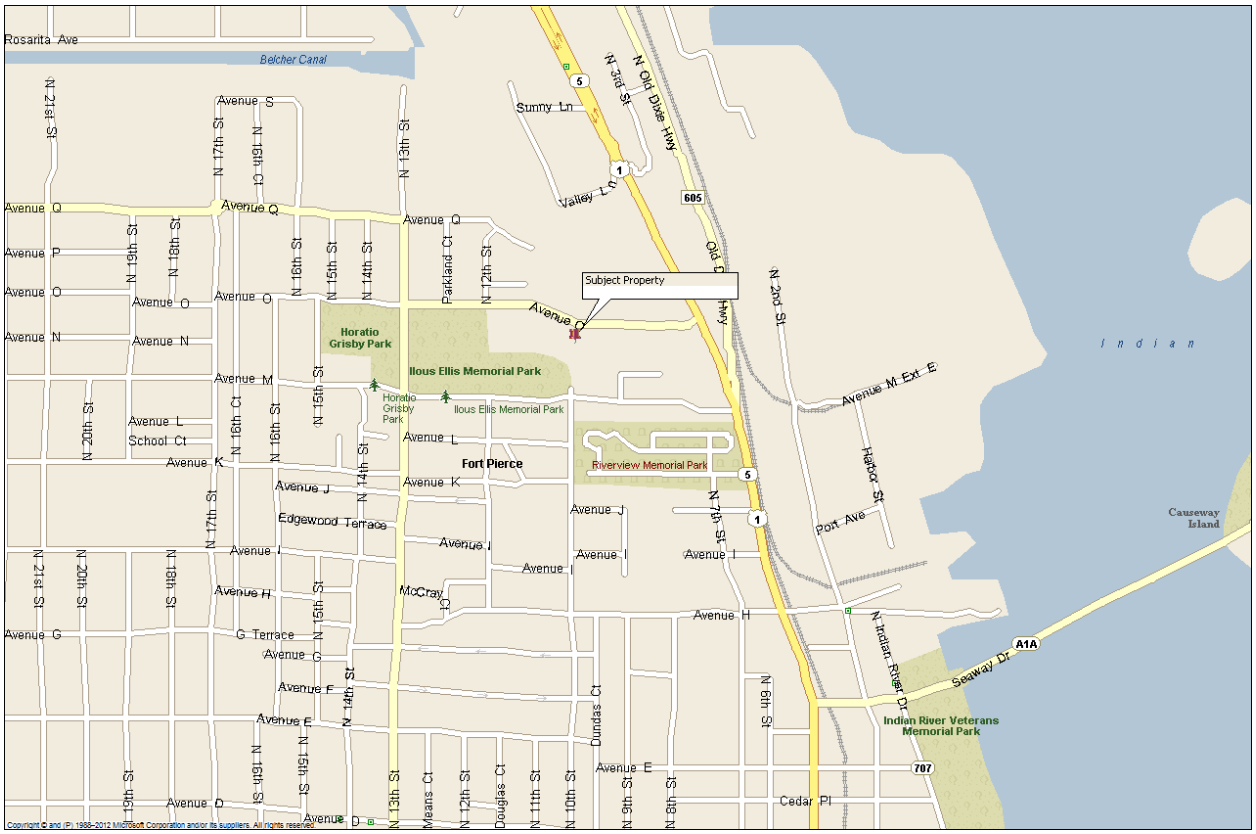
The Subject neighborhood is considered to be part of the Redevelopment and Revitalization Plan for the City of Fort Pierce. Much of the downtown area to the east of U.S. Highway 1 has been completed. Downtown areas on the west side of U.S. Highway 1 have also undergone revitalization. The U.S. Highway 1 corridor has also been through the process of renovations. Due to the previous market conditions, the property values saw a decline; however, values today are seeing a stabilization with a slight increase in value with less marketing times. Therefore, in our opinion, property values within the Subject neighborhood will increase as the entire city continues to grow and as demand increases.

PROPERTY DATA

Location

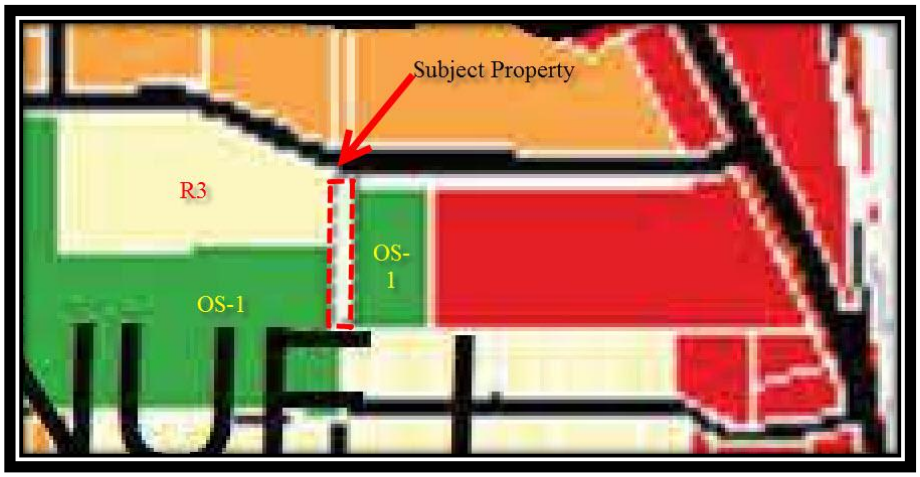
The Subject Property is located along the North 10th Street Right-of-Way south of Avenue O and North of Avenue M in Fort Pierce, Florida. The Subject is also located less than 1/4 mile west of U.S. Highway 1. A location map is located below for the reader's convenience.

Location Map



Zoning

The surrounding parcels to the west are zoned R3, Single-Family Moderate Density and OS-1, Open Space. The parcel immediately abutting the Subject Property to the east is OS-1, Open Space and C-3, Commercial General. The map below better depicts the surrounding zoning designations.



A closer look at the immediate boundaries of the Subject Property noted that the northwestern border abuts the R3 zoning designation, while the southwestern border abuts the OS-1 zoning designation. The entire eastern border abuts the OS-1 zoning designation. As discussed earlier in the report we are using the Across the Fence Value method. We have made the extraordinary assumption that the Subject Property could be zoned R3, Single-Family Moderate Density and we have based our sales search as such. The description of this zoning is shown below.

The site is zoned R-3, Single-Family Moderate Density, by the City of Fort Pierce. The purpose of this district is to provide for areas of single-family dwellings with an average net density approximately six (6) units per acre or less. Innovative residential developments, however, may have higher densities. Duplexes and certain nonresidential sues are allowed when appropriate conditions and safeguards are fulfilled. This classification can be effectively applied to areas serving as a transition between lower density single-family zones and residential districts with medium or high densities. Public water and sewer service should be available.

The following uses and their accessory uses are permitted in an R-3 Zone:

- Single-family dwellings, except mobile homes
- Home occupations
- Temporary uses

Lot Size and Dimensional Requirements

Single-Family Development:

Lot size requirements for detached single-family dwelling units shall be in accordance with the lot size requirements for the R-3 District as shown below:

				MINIMUM YARD (Ft)					
MAXIMUM GROSS DENSITY (Du/Ac)	MINIMUM LOT SIZE (Sq Ft)	MINIMUM LOT WIDTH (Ft)	MINIMUM LOT DEPTH (Ft)	FRONT	REAR	SIDE	SIDE @ CORNER	MAXIMUM HEIGHT (Ft)	MAXIMUM LOT COVERAGE BY BLDGS
6	7,200	65	100	25	15	7	15	28 / 35*	35%

*Conditional uses

Multifamily Development:

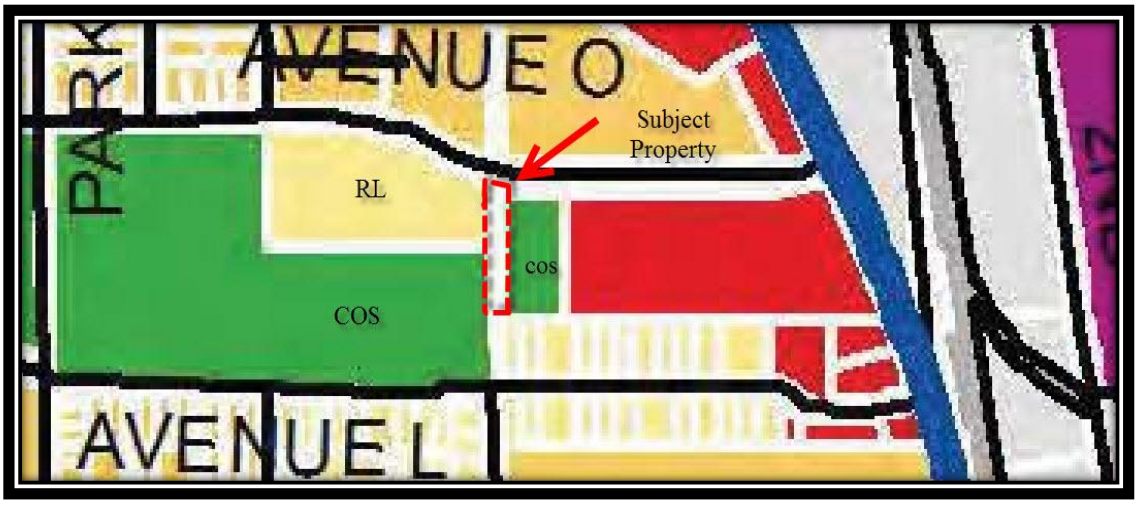
Lot size requirements for duplexes shall be in accordance with the lot size requirements for the R-3 District as shown below:

				MINIMUM YARD (Ft)					
MAXIMUM GROSS DENSITY (Du/Ac)	MINIMUM LOT SIZE (Sq Ft)	MINIMUM LOT WIDTH (Ft)	MINIMUM LOT DEPTH (Ft)	FRONT	REAR	SIDE	SIDE @ CORNER	MAXIMUM HEIGHT (Ft)	MAXIMUM LOT COVERAGE BY BLDGS
6	12,000	75	120	25	15	7	15	28 / 35*	35%

*Conditional uses

Land Use

The surrounding properties have a land-use classification of RL, Low Density Residential, and COS, Conservation/Open Space by the City of Fort Pierce. This land-use classification conforms to the zoning classification. See the map below that depicts the existing future land use designation as they surround the Subject Property.



A closer look at the immediate boundaries of the Subject Property noted that the northwestern border abuts the RL, Low Density Residential future land use designation, while the southwestern border abuts the COS, Conservation/open Space designation. The entire eastern border abuts the COS designation. As discussed earlier in the report we are using the Across the Fence Value method. We have made the extraordinary assumption that the Subject Property would have a RL, Low Density Residential which would conform to the R3 zoning designation.

Concurrency

In 1985, the Florida Legislature enacted the Local Government Comprehensive Planning and Land Development Regional Act (Chapter 163, Part II, Florida Statutes), commonly referred to as "The Growth Management Act".

In 2011, the state legislature rescinded this law, and now each county can address almost all of these factors as they wish. Sanitary sewer, solid waste, drainage, and potable water are the only public facilities and services subject to the concurrency requirement on a statewide basis. If concurrency is applied to other public facilities, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide its application. In order for a local government to rescind any optional concurrency provisions, a comprehensive plan amendment is required. An amendment rescinding optional concurrency issues is not subject to state review. To the best of our knowledge, we are not aware of any concurrency issues with the Subject Property.

Utilities

Currently the public water, sewer and electricity are available to the Subject Property by the Fort Pierce Utilities Authority. AT&T provides telephone service.

Topography

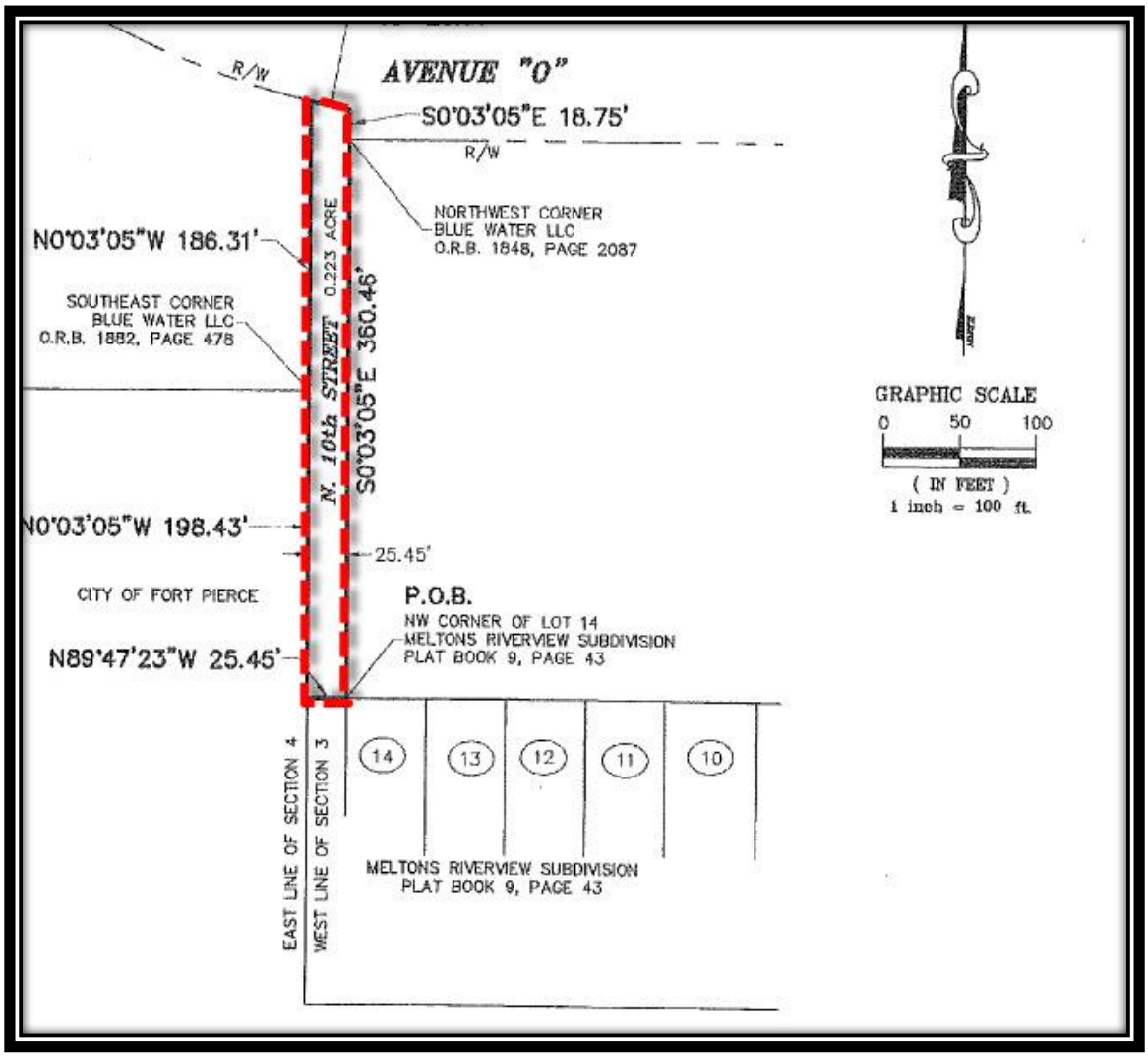
The Subject Property appears to be at road grade.

Census Tract

The Subject Property lies within Census Tract 3801.00.

Site Size, Shape and Access

The Subject Property is rectangular in shape and contains a total of 0.223 acres or 9,714 square feet. Located below is a survey of the Subject Property.

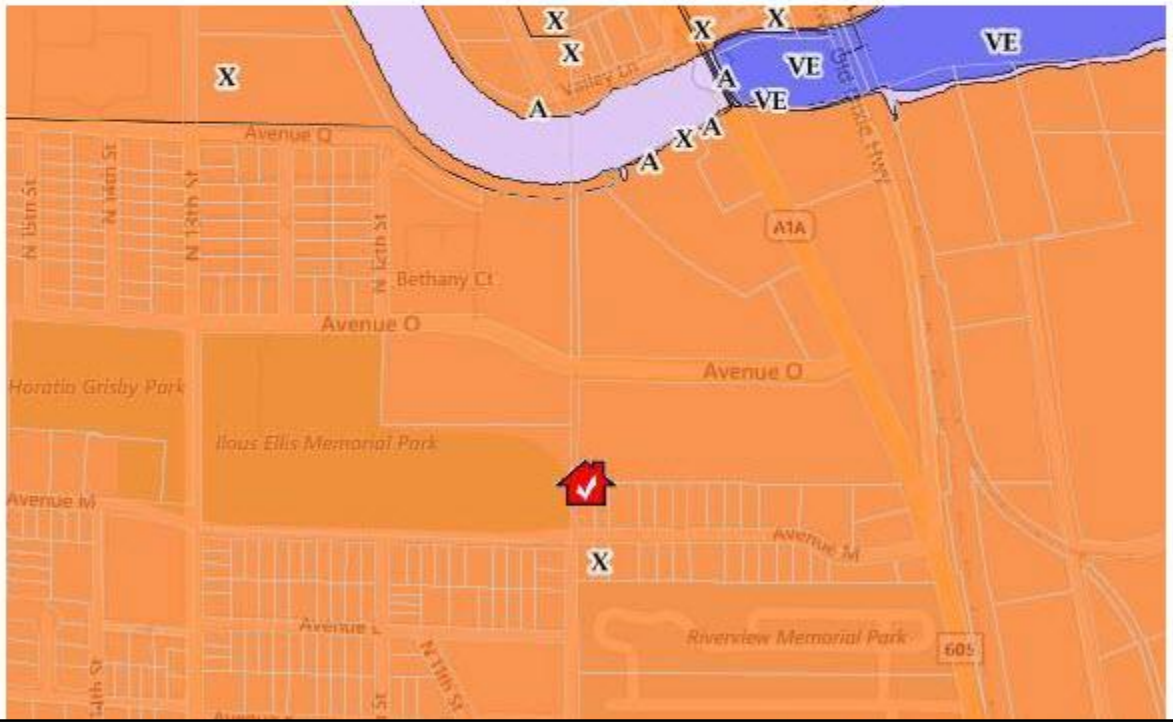


Flood Hazard Zone

Flood Zone Code	Flood Zone Panel	Panel Date
X	120286 - 12111C0179J	02/16/2012
Special Flood Hazard Area (SFHA)	**Within 250 ft. of multiple flood zones?**	**Community Name**
Out	No	FORT PIERCE

Flood Zone Description:

Zone X-An area that is determined to be outside the 100- and 500-year floodplains.



Assessed Value and Taxes

No taxes apply to the Subject Property as it is a city-owned Right-of-Way.

Property History

The Subject Property is currently under the ownership of the City of Fort Pierce. The Subject is the unfinished road associated with North 10th Street.

HIGHEST AND BEST USE

The Dictionary of Real Estate Appraisal, Fifth Edition 2010, by the Appraisal Institute defines Highest and Best Use on page 93 as follows:

> "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

To estimate the Highest and Best Use of the Subject, we have considered those uses which are legally permissible, physically possible, financially feasible, and maximally productive. Consideration was given to individual features of the land such as size, shape, location, access to roadways, and the availability of utilities. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

Conclusion

It is our opinion that the Highest and Best Use of the Subject Property is for future residential development in conjunction with neighboring parcels. The reasons for this conclusion are as follows:

1. The surrounding properties are zoned R3, Single-Family Moderate Density and OS-1, Open Space with a RL, Low Density Residential and COS, Conservation/Open Space Future Land-Use Classification. As mentioned earlier in the report, we have made the extraordinary assumption based on these surrounding zoning and land use designations that Subject Property would most likely be zoned R3, Single-Family Moderate Density with an underlying land use designation of RL, Low Density Residential. Both of these classifications allow for residential development up to 6 units per gross acre.

2. The Subject Property contains 9,714 square feet or 0.223 acres of land area and is mostly rectangular in shape. The site size and shape does not allow for any development as a standalone parcel. The Subject Property along with surrounding properties would have development schemes including single-family or multi-family residential development.

3. From all indications residential developments are financially feasible. While more recent market conditions have indicated a large lack of demand for residential properties, the likely zoning based on surrounding uses would only allow for residential development when demand re-emerges. While current demand does not warrant any development at this time, it is important to the future potential of the Subject Property along with surrounding properties.

4. Based on the "Across the Fence Value Method" being used in this report in conjunction with the extraordinary assumption that the Subject Property would be zoned R3, Single-Family Moderate Density, it is our opinion that the maximally productive use of the Subject Property would be for future residential development as demand warrants.

LAND VALUE ANALYSIS

According to the 14th Edition of The Appraisal of Real Estate on page 44, the valuation of land begins by identifying the real estate and property rights valued, any encumbrances, use restrictions, and the land's physical characteristics. An appraiser can use several techniques to obtain an indication of land value:

- Sales Comparison
- Extraction
- Allocation
- Subdivision Development
- Land Residual
- Ground Rent Capitalization

Usually the most reliable way to estimate land value is by sales comparison. When few sales are available, however, or when the value indications produced through sales comparison need additional support, procedures like extraction or allocation may be applied. In the case of the Subject Property the only approach used was the sales comparison approach.

Discussion of Vacant Land Sales

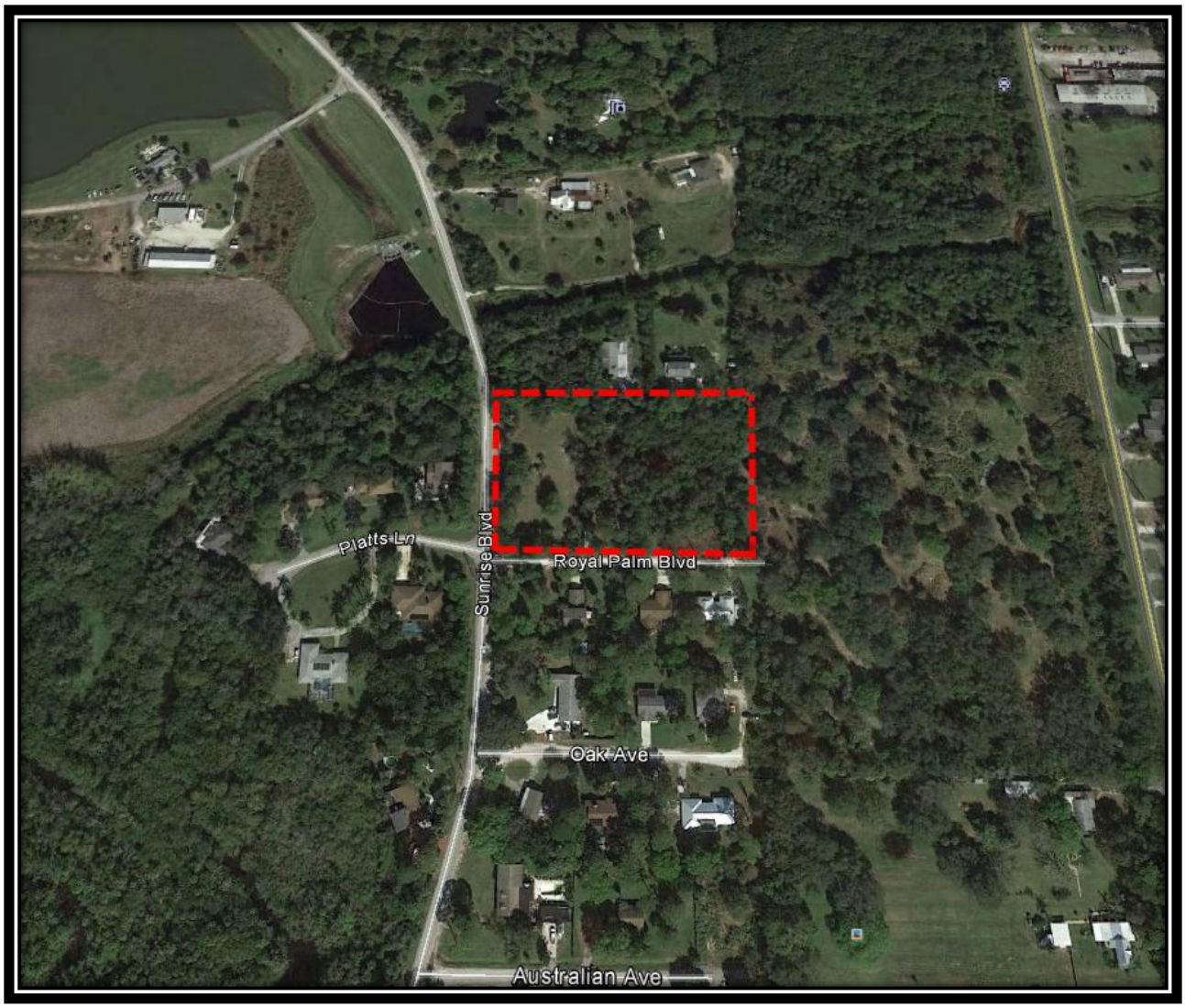
In order to estimate the value of the Subject site, a search was made for sales with development potential similar to the Subject. A search was made for commercial land sales with similar location features and/or similar development potential. Directly comparable sales, of residential sites with similar development potential located within the immediate area of the Subject Property are very limited, given the lack of recent residential development. We have looked within St. Lucie County, particularly within the City of Fort Pierce in order to find comparable residential land sales.

We analyzed the Subject Property based on price per acre basis, as this is the most recognized unit of comparison in this market. All of the comparables were considered with regard to property rights appraised, financing, conditions of sale, time or market conditions, location, size, site quality, zoning/density, and entitlements/permits. The seven comparable sales indicated a non-adjusted range from $12,000 to $21,863 per acre. We also include one listing that had an unadjusted indication of $23,268 per acre.

Details of each sale along with a location map are located on the following pages. A sales chart and discussion follow.

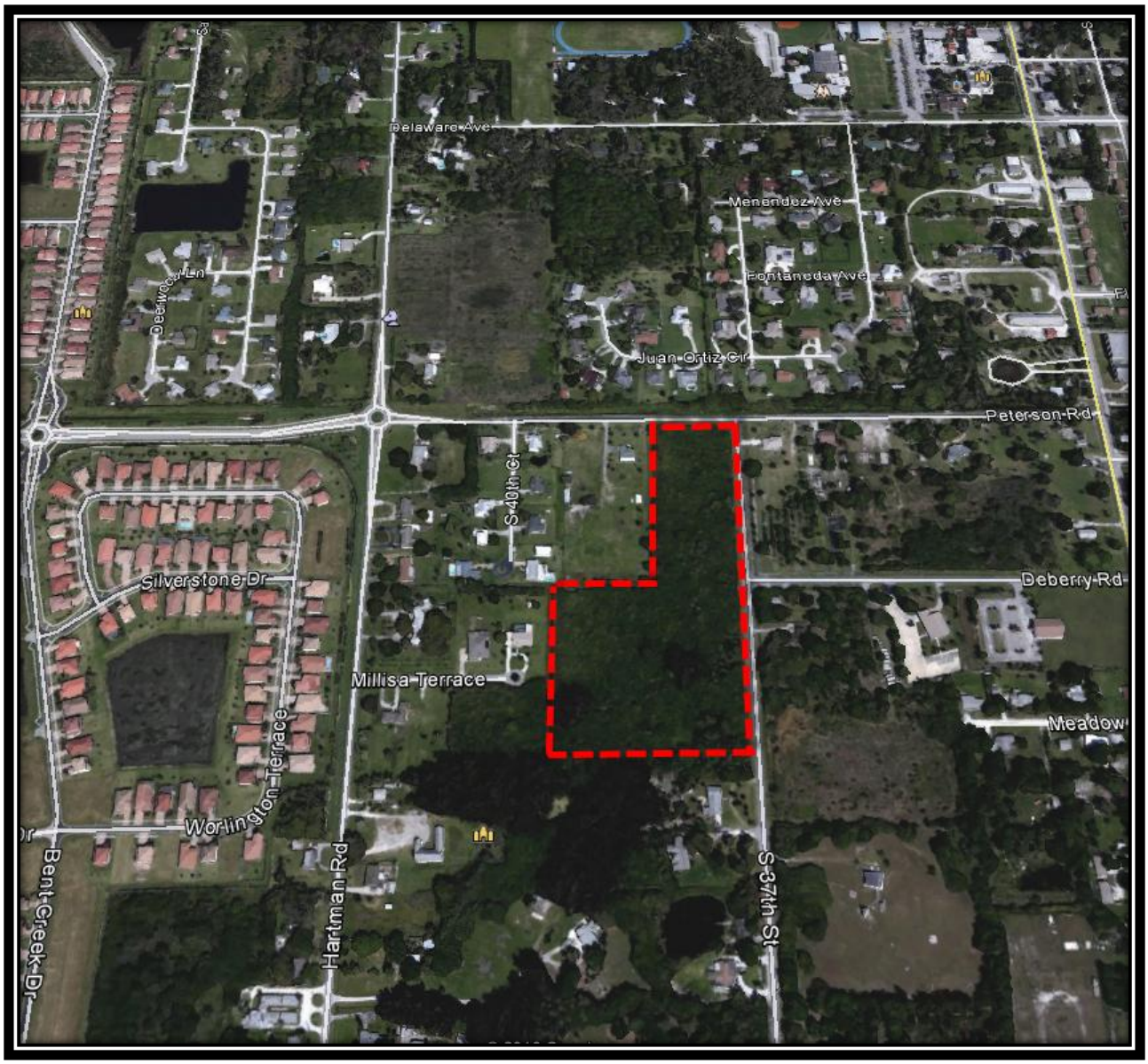
Comparable Sale 1

Comparable Sale 2

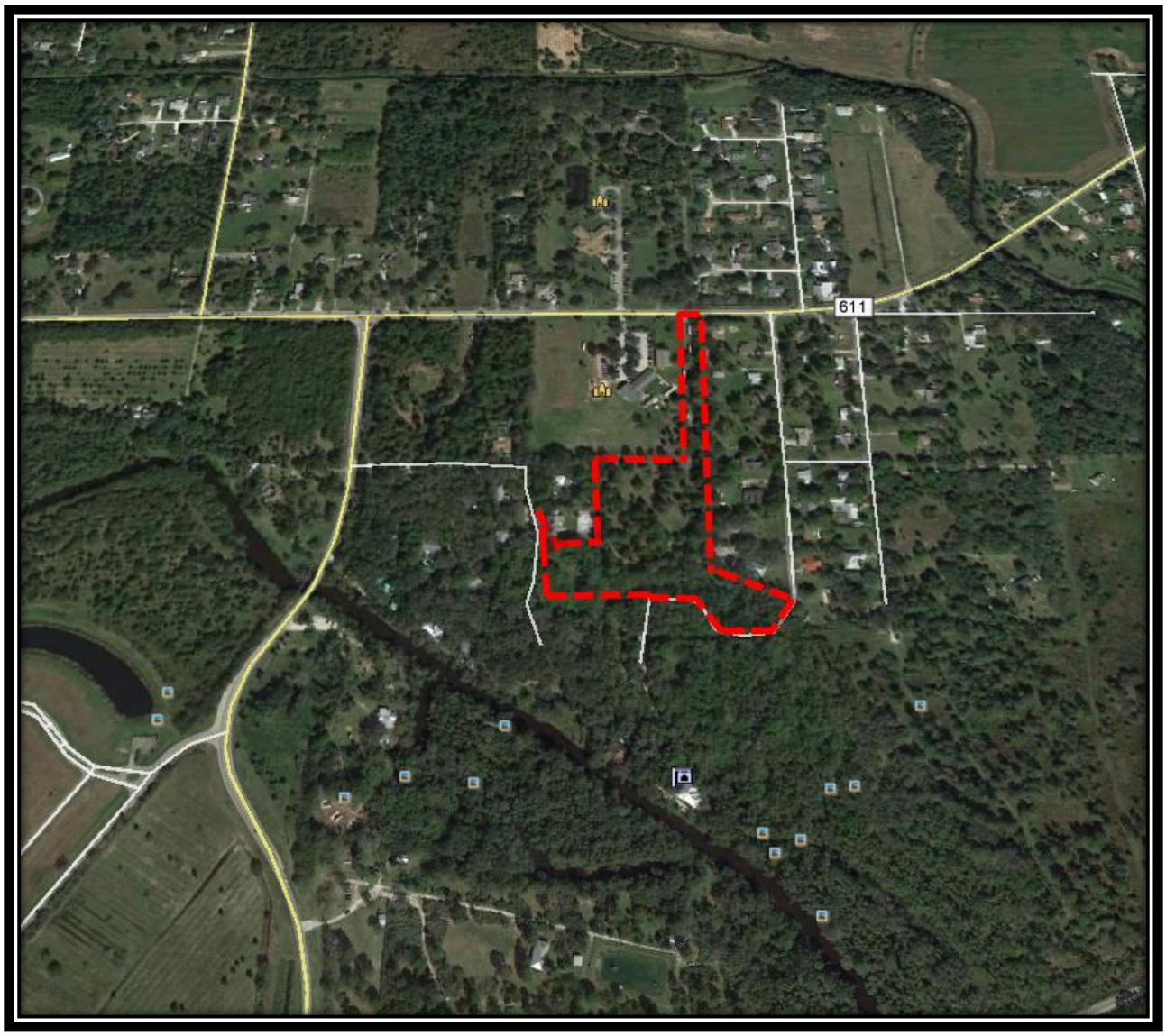


Comparable Sale 3

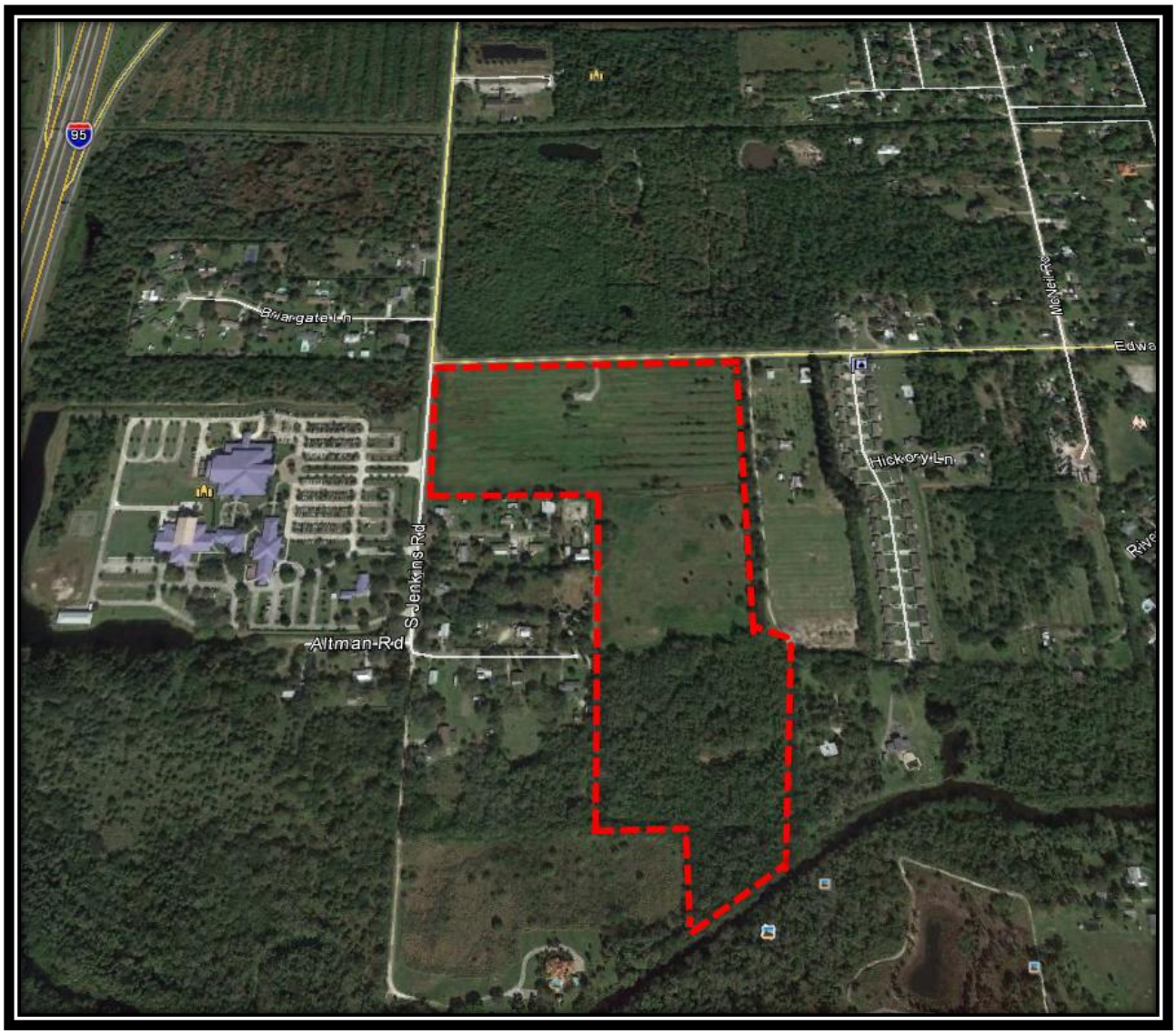
Comparable Sale 4



Comparable Sale 5

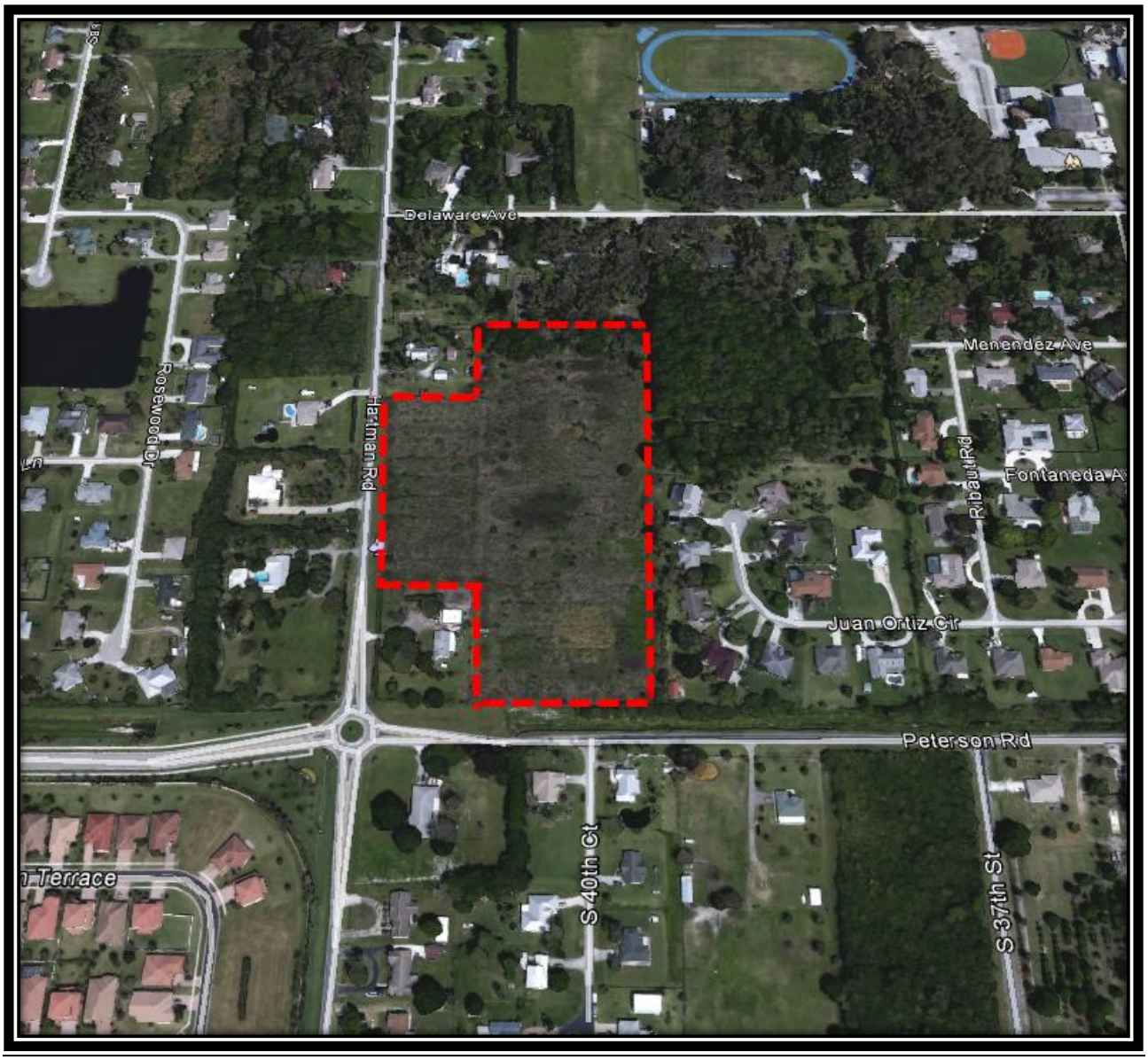


Comparable Sale 6



Comparable Sale 7

Comparable Listing 8



Comparable Sales Map

Discussion of Adjustments

We analyzed the Subject Property based on price per square foot basis, as this is the most recognized unit of comparison in this market. All of the comparables were considered with regard to property rights appraised, financing, conditions of sale, time or market conditions, location, size, view/site quality, and zoning. The seven comparable sales indicated a non-adjusted range from $12,000 to $21,863 per acre.

VACANT RESIDENTIAL LAND SALES
Right of Way Abndonment
Callaway & Price, Inc. # 16-75497

Sale Number	Subject	1	2	3	4	5	6	7		8
ORBK/PG		3864/1010	3780/1948	3739/1395	3716/2516	3716/569	3695/766	3665/1674		Listing
Sale Price	-	$890,000	$57,500	$97,500	$159,360	$150,000	$600,000	$210,000		$259,900
Additional Consideration	$0	$0	$0	$0	$0	$0	$0	$0		$0
Effective Sales Price	$0	$890,000	$57,500	$97,500	$159,360	$150,000	$600,000	$210,000		$259,900
Size (Upland Acres)	4 to 6 acres*	54.78	2.63	5.91	13.28	8.12	38.00	10.79		11.17
Location	South side of Avenue O and north of Avenue M, North 10th Street Right of Way Abandoment	South side of Midway Road and east of Dunn Road	East side of Sunrise Boulevard and north side of Royal Palm Blvd.	East side of Sunrise Boulevard and 1/2 mile south of Bell Avenue	Northwest corner of Peterson Road and South 37th Street	South side of Edwards Road and just east of Selvitz Road	Southeast Corner of Edwards Road and Jenkins Road	West side of Sunrise Boulevard and south of Weatherbee Road		East side of Hartman Road and just north of Peterson Road
City	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce		Fort Pierce
Price/Upland Acre	-	$16,247	$21,863	$16,497	$12,000	$18,473	$15,789	$19,462		$23,268
Arm's Length	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Property Rights	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee		Fee
Zoning	R3**	PUD	RS-3	RS-3	R-1	R-1	R4	RS-3		RS-3
Date of Sale	-	Apr-16	Aug-15	Apr-15	Feb-15	Feb-15	Nov-14	Aug-14		Listing
Date of Value	Jul-14									
Time Interval (Months)		-	-	-	-	-	-	-		-
Conditions of Sale	0.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%		-10.00%
Market Condition Adj.	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		0.00%
Adjusted Price Per Acre	**-**	**$16,247**	**$21,863**	**$16,497**	**$14,400**	**$18,473**	**$15,789**	**$19,462**		**$20,941**
Physical Adjustments										
Location	0%	0%	0%	0%	0%	0%	0%	0%		0%
Size	4 to 6 acres*	54.78	2.63	5.91	13.28	8.12	38.00	10.79		11.17
	0%	20%	0%	0%	0%	0%	10%	0%		0%
Site Quality	0%	0%	0%	0%	0%	0%	0%	0%		0%
Access	Avenue O	Midway Road	Sunrise Blvd.	Sunrise Blvd.	Peterson Road	Edwards Road	Edwards/Jenkins Road	Sunrise Boulevard		Hartman
	0%	0%	0%	0%	0%	0%	0%	0%		0%
Zoning/Density Adjustment - Per Acre	0%	0%	0%	0%	0%	0%	0%	0%		0%
Entitlements/Permits	No	No	No	No	No	No	No	No		No
	0%	0%	0%	0%	0%	0%	0%	0%		0%
Total Per Acre Adjustment	**0.00%**	**20.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**10.00%**	**0.00%**		**0.00%**
Adjusted Price Per Acre	**-**	**$19,496**	**$21,863**	**$16,497**	**$14,400**	**$18,473**	**$17,368**	**$19,462**		**$20,941**

***Size based on the portions of the adjacent parcels to east ad west, zoned R-3 and OS-1**
****Value being based on nearby zoning R-3, Residential**

Average	$18,223
Minimum	$14,400
Maximum	$21,863
Median	$18,473

Property Rights Conveyed

All the sales in this analysis were transferred on a Fee Simple Estate basis, with the buyers receiving full property rights ownership. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustment was considered necessary for property rights conveyed.

Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor. Therefore, no adjustments were made, nor any cash equivalency performed.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale.

Comparable 4 has been adjusted upward to recognize that this sale was an REO sale and was verified as a motivated sale. While no specific monetary discount was indicated, we have recognized that given the underlying conditions of sale that it was likely discounted. No adjustments were warranted for the remaining sales.

Expenditures Made

A knowledgeable buyer considers expenditures that will have to be made upon purchase of the property because these costs affect the price a buyer will pay. Our sales did not require any adjustments for expenditures made after the sale.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The comparables occurred from August 2014 to April 2015. There has been little to no measurable change in market conditions specifically related to vacant residential land. While some listings have increased and held steady, there simply has not been enough recent sales that would indicate an change in market conditions.

Location

All of the comparables are considered relatively similar with regard to overall location and no adjustments were necessary. All of the comparables are generally located in areas within limited new residential development.

Site Quality

The surrounding properties of the Subject Property have good road frontage and access and typical site quality for possible residential development. All of the comparables also have similar site quality in comparison to those properties adjacent to the Subject, therefore no adjustments were made.

Size

The Subject Property contains 9,714 square feet or 0.223 acres. Based on approximate size of nearby and surrounding parcels with residential development potential, we based our value analysis on a size of 4 to 6 acres, given the surrounding uses and the surrounding parcels. We will base our analysis on a typical site size of four to six acres given the across the fence methodology.

The comparable sales indicate a range from 2.63 acres to 54.78 acres. Comparable 1 and 5 are considerably larger and warranted upward adjustments as larger sites typically sell for less given the economies of scale. None of the other comparables warranted an adjustment for size as they are considered similar.

Access

All of the comparables used have good paved road access and therefore no adjustments were necessary.

Zoning

We have made the extraordinary assumption that Subject Property would most likely coincide with the R3, Single-family Moderate Density zoning designation. All of the comparables have similar residential type zonings that allow for much of the same development uses. Therefore, we have not made any adjustments with regard to zoning.

Access

All of the comparables used have good paved road access and therefore no adjustments were necessary.

Entitlements/Permits

None of the comparables used have entitlements or approvals that are active, therefore no adjustments were necessary for this regard.

Conclusion – Land Value Analysis

As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from $14,400 to $21,863 per acre, with an average indication of $18,223 per acre and median indication of $18,473 per square acre. The best available data was analyzed and adjusted accordingly. After giving consideration to all of the comparable data and placing slightly more weight on Comparables 1, 2, 3, 5, 6, and 7 and less weight on Comparable 4 (Bank Sale), it is our opinion the Market Value of the Subject site is best represented between $18,000 and $20,000 per acre. This indicates that the land value of the Subject Property is $4,250. This is calculated as follows:

0.223 acres (9,714 square feet) X $18,000 per acre	=	$4,014
0.223 acres (9,714 square feet) X $20,000 per acre	=	$4,460

Rounded, $4,250

ADDENDA

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Fax (772) 461-0809

Stuart
Phone (772) 287-3330
Fax (772) 461-0809

Stephen G. Neill, Jr., MAI
Cert Gen RZ2480
s.neill@callawayandprice.com

SPACE COAST

1120 Palmetto Avenue
Suite 1
Melbourne, FL 32901
Phone (321) 726-0970
Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

CENTRAL FLORIDA

2816 E. Robinson Street
Orlando, FL 32803
Phone (321) 726-0970
Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

December 6, 2016

Casey B. McCormack, Esq.
Saavedra Goodwin
312 SE 17th Street, 2nd Floor
Fort Lauderdale, FL 33316

VIA EMAIL: cmccormack@saavlaw.com

RE: Appraisal Fee Quote

Dear Ms. McCormack:

We would be pleased to prepare an Appraisal of the Blue Water. LLC properties located in Fort Pierce. It is our understanding that the purpose of this appraisal is to estimate the current Market Value of the Subject Property for roadway abandonment purposes.

This report will be prepared for the addressee. The intended use is to assist the client in roadway abandonment. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other use.

The fee would be $2,500, if the properties are zoned commercial only. If the properties are split between commercial and residential zoning, the fee will be $3,500. It is our policy to require a retainer and $1,750 will suffice for this purpose. To pay the retainer by credit card, please call Amity Carabio at (561) 686-0333, ext. 103. The balance of the fee will be due and payable upon delivery of the report. We will provide an electronic copy of the final report. Hard copies of the final report are available upon request.

We will have the report completed no later than December 23, 2016; **be aware that delays in our receipt of information requested could postpone completion.**

If the above is agreeable to you, please sign below as our authorization and return it together with the retainer and information requested and we will begin work immediately. This agreement is subject to the Agreements and Conditions listed on the attached page, a copy of which should also be signed and returned to us. Our work will be done in accordance with the Appraisal Institute Code of Ethics and Standards of Professional Practice. Thank you for the opportunity to be of service.

Respectfully submitted,

CALLAWAY & PRICE, INC.

Stephen G. Neill, MAI
Cert Gen RZ2480

SGN:clw
Attachments

Client:

Accepted By\Date: 12.6.16

Signature Date

Name and Title (Printed or Typed): Damaso M. Saavedra, Owner

Client Fed ID# or SS#: _____

Conditions of Agreement

1. Premise: The completed report shall comply with the professional and ethical standards of the Appraisal Institute. The report will be addressed to the Client, or as directed by the Client.

2. Compensation: The fee is due and payable as designated in the contract letter; the retainer is to be sent to the Appraiser along with the signed contract letter, which constitutes authorization to commence the assignment. The Appraiser's/Consultant's compensation is in no event contingent upon a predetermined value or conclusion.

3. Completion Date: Every effort will be made to deliver the report as per the specified date in the contract letter. If delays occur for reasons beyond the control of the Appraiser/Consultant, such as not receiving necessary data requested from the Client in a timely manner, changes in the scope of services of the assignment, acts of God, et cetera, the due date shall be extended.

4. Changes: The Appraiser/Consultant shall, to the best of his ability, complete the assignment in compliance with professional and ethical standards of the appraisal industry. Changes that are not in keeping with these standards will necessitate a new contract letter and renegotiation of the original fee, or billed on a time basis plus the original fee.

5. Cancellation: The Client may cancel this agreement by written notice, or telephone followed by written notice. Appraiser/Consultant shall submit a statement based on professional time and expenses accrued, if applicable, for all services expended to the date of cancellation.

6. Additional Report Copies: Additional copies will be furnished upon request, and prepayment of $1.00 per page per report.

7. Collection: All fees and expenses are due upon delivery of the final report. A late charge of 1.5% per month shall be imposed on balances unpaid 30 days after the statement date. If collection efforts become necessary, all costs for same, including court costs and attorney's fees, will be added to the balance due. We are currently operating under an agreement with a collection agency, which charges us 53.8%. **If their collection services are required, Client's total balance due will be increased by 53.8%.**

8. Limiting Conditions: This agreement and the completed report shall be subject to the Limiting Conditions (included in said report).

9. Confidential Data: Data assembled for the assignment will remain the property of the Appraiser/Consultant. Data provided by the Client will be held in our file, unless otherwise instructed by the Client, and considered confidential. Appraiser/Consultant is authorized by the Client to disclose the report to appropriate representative of the Appraisal Institute to comply with the Bylaws and Regulations of this professional organization.

I hereby agree to the Conditions of Agreement outlined above.

Esq.

Client

12.6.16

Date

QUALIFICATIONS

Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation #12248
Florida State-Certified General Real Estate Appraiser #RZ2480
Florida Licensed Real Estate Broker #BK-0660406
Associate Member, American Society of Farm Managers and Rural Appraisers
International Right of Way Association Certified Right of Way Appraiser R/W-A/C

Professional Experience

Principal, Callaway & Price, Inc. – Since January 2006
Appraisal Consultant, Callaway & Price, Inc. – 7/02 – 12/05
Appraisal Consultant, Diskin Property Research - 4/00 – 6/02
Appraisal Consultant, Callaway & Price, Inc. – 5/97 – 4/00

Education

Bachelor of Science Degree in Business/Real Estate, Florida State University
Associates of Arts Degree, Indian River Community College

Appraisal Institute Courses:
- 410 Standards of Professional Practice, Part A
- 420 Standards of Professional Practice, Part B
- 510 Advanced Income Capitalization
- 520 Highest and Best Use and Market Analysis
- 530 Advanced Sales and Cost Approaches
- 540 Report Writing
- 550 Advance Applications
- Analyzing Operating Expenses
- Appraisal from Blueprints and Specifications
- FHA and the Appraisal Process
- Real Estate Finance Statistics & Valuation Modeling
- Analyzing Distressed Real Estate
- Expert Witness
- An Appraiser's Introduction & Overview of the U.S. Hotel Industry
- Hotel Market Studies & Valuating – Using Hotel Valuation Software
- Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets

International Right of Way Courses:
- 103 Ethics and the Right of Way Profession
- 400 Principles of Real Estate Appraisal
- 401 The Appraisal of Partial Acquisitions

USPAP – Biennial
Florida State Law for Real Estate Appraisers
Florida Law Update
Roles and Rules of Supervisors & Trainees
Appraisal Institute – Leadership Conference Participant

Qualified Expert Witness

Miami-Dade
Broward County
Indian River
Martin County
St. Lucie County
Bay County
US Bankruptcy Court, Middle District of Florida
Indian River County Special Magistrate – 2010, 2011, 2012 & 2013
St. Lucie County Special Magistrate – 2007, 2008, 2009, 2010, 2011, 2012 & 2013
Martin County – 2012 & 2013

Appraising\Consulting Expertise

ACLFs
Agricultural
Aircraft Hangers
Apartment Complexes
Branch Banks
Car Dealership
Citrus Groves
Condominium Projects
Eminent Domain
Golf Courses
Luxury RV Parks
Marinas
Mining Operations
Mini-Warehouses
Mobile Home Parks
Multifamily Residential
Office Buildings
Ranchland
Restaurants
Retail Buildings
Salvage Yards
Single-Family Residential
Sports Complexes
Subdivisions
Truckstops/Gas Stations
Warehouses
Vacant Land
Special Purpose Properties

Organizations and Affiliations

Rotary Member – Past President/Board of Directors
John Carroll High School Advisory Board
Treasure Coast Seminole Booster Club

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

850-487-1395

NEILL, STEPHEN G
1803 S 25TH STREET SUITE 1
FORT PIERCE FL 34947

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

RZ2480 ISSUED: 11/13/2016

CERTIFIED GENERAL APPRAISER
NEILL, STEPHEN G

IS CERTIFIED under the provisions of Ch.475 FS.
Expiration date : NOV 30, 2018 L1611130002233

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ2480	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

NEILL, STEPHEN G
1803 S 25TH STREET SUITE 1
FORT PIERCE FL 34947

ISSUED: 11/13/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1611130002233

Professional Designations\Licenses\Certifications

Florida State-Certified General Real Estate Appraiser #RZ2956

Professional Experience

Assistant Appraiser, Callaway & Price, Inc. – June 2002 – Present

Education

Bachelor of Science Degree in Education, Florida State University
Associates of Arts Degree – Indian River Community College

Appraising\Consulting Expertise

- Acreage
- Airport Hangars
- Apartment Complexes
- Cemeteries
- Day Care Centers
- Eminent Domain
- Mitigation Banks
- Mobile Home Parks
- Oceanfront Property
- Rental Comparability Studies
- Residential Properties
- Retail Buildings
- Subdivisions
- Vacant Land
- Warehouse/Industrial

Organizations and Affiliations

Florida State University Alumni
Fort Pierce Sportfishing Club
Ducks Unlimited

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

850-487-1395

VERCILLO, ANTHONY D
1001 IBIS AVE
FORT PIERCE FL 34982

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

RZ2956 ISSUED: 11/27/2016

CERTIFIED GENERAL APPRAISER
VERCILLO, ANTHONY D

IS CERTIFIED under the provisions of Ch.475 FS.
Expiration date : NOV 30, 2018 L1611270001928

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ2956	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

VERCILLO, ANTHONY D
1001 IBIS AVE
FORT PIERCE FL 34982

ISSUED: 11/27/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1611270001928

Chicago Title Insurance Company

OWNERSHIP AND ENCUMBRANCE REPORT

Order No.: 6135382
Customer Reference: 8341-005

Certified Party:
Saavedra Goodwin
312 SE 17th Street, 2nd Floor
Fort Lauderdale, FL 33316
Phone: 954-767-6333
Fax: 954-767-8111

This will serve to certify that Chicago Title Insurance Company has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from October 29, 1929, through November 21, 2016 at 11:00 PM, as to the following described real property lying and being in the aforesaid County, to-wit:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida and being more particularly described as follows:

Beginning at the Northwest corner of Lot 14 of MELTONS RIVERVIEW SUBDIVISION, as recorded in Plat Book 9 at Page 43, Public Records of St. Lucie County, Florida and running thence North 89°47'23" West along a Westerly extension of the North line of said plat a distance of 25.45' to a point on the West line of Section 3, Township 35 South, Range 40 East; thence North 00°03'05" West along said section line a distance of 198.43' to the Southeast corner of a parcel of land described by Deed recorded in Official Records Book 1882, at Page 478, Public Records of said St. Lucie County, Florida; thence North 00°03'05" West along the Easterly bounds of said conveyance, being also the West line of said Section 3, a distance of 186.31 feet to a point on the Southerly right-of-way of Avenue "O"; thence Easterly along a curve to the left of radius 602.96'; Central angle 02°28'39", an arc length of 26.07' to a point located South 77°32'36" East (chord bearing) a chord distance of 26.07' from the previously described point; thence South 00°03'05" East a distance of 18.75' to the Northwest corner of a parcel of land described by Deed recorded in Official Records Book 1848, at Page 2087, Public Records of said St. Lucie County, Florida; thence South 00°03'05" East along the Westerly bounds of the conveyance last above mentioned a distance of 360.46' to the Point of Beginning.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Charles F. Hovey, Elizabeth H. Morss and Chandler Hovey, Jr., by virtue of Warranty Deed recorded July 28, 1958 in Deed Book 239, Page 454.

By dedication on Plat of Mullins Heights Subdivision recorded in Plat Book 11, Page 20, of the Public Records of St. Lucie County, Florida, as affected by Resolution No. 65-36 recorded in Official Records Book 135, Page 332 and Resolution No. 65-292 recorded in Official Records Book 150, Page 391.

Note: by description on the following deeds possible interest in said land:

1) Warranty Deed to Royce R. Lewis, as Trustee recorded in Official Records Book 215, Page 334; Official Records Book 215, Page 335 and Official Records Book 215, Page 336.
2) Warranty Deed to Stanley Soltzer and Jacob S. Lambert recorded in Official Records Book 215, Page 1767.
3) Personal Representative's Deed to Robert D. Meyer and Opal I. Meyer recorded in Official Records Book 323, Page 2977.

The following liens against the said real property recorded in the aforesaid Public Records have been found:

NONE

The following documents of conveyances:

1. Masters Deed recorded in Deed Book 81, Page 221.
2. Warranty Deed recorded in Deed Book 90, Page 333.
3. Sheriff's Deed recorded in Deed Book 90, Page 555.
4. Sheriff's Deed recorded in Deed Book 93, Page 312.
5. Special Warranty Deed recorded in Deed Book 91, Page 540.
6. Warranty Deed recorded in Deed Book 156, Page 84.
7. Quit-Claim Deed recorded in Deed Book 156, Page 105.
8. Deed recorded in Deed Book 156, Page 145.
9. Warranty Deed recorded in Deed Book 156, Page 215.
10. Right of Way Deed recorded in Official Records Book 2, Page 252.
11. Right of Way Deed recorded in Official Records Book 2, Page 247.
12. Deed recorded in Deed Book 176, Page 1.
13. Warranty Deed recorded in Deed Book 176, Page 273.
14. Quit Claim Deed recorded in Deed Book 201, Page 209.
15. Warranty Deed recorded in Deed Book 201, Page 213.
16. Warranty Deed recorded in Deed Book 201, Page 215.
17. Warranty Deed recorded in Deed Book 227, Page 389.
18. Trust Agreement recorded in Deed Book 227, Page 386.
19. Assignment of Beneficial Interest recorded in Deed Book 228, Page 2.

20. Warranty Deed recorded in Deed Book 232, Page 542.

21. Quit-Claim Deed recorded in Deed Book 238, Page 201.

22. Warranty Deed recorded In Deed Book 238, Page 200.

23. Warranty Deed recorded in Deed Book 239, Page 454.

24. Resolution No. 65-36 recorded in Official Records Book 135, Page 332.

25. Resolution No. 65-292 recorded in Official Records Book 150, Page 391.

Additional encumbrances such as easements, restrictions, etc., are as follows:

A. Vacated - Mullins Heights Subdivision as recorded in Plat Book 11, page 20.

Tax Information:

NONE

Names search performed on:

Charles F. Hovey
Elizabeth H. Morss
Chandler Hovey
Royce R. Lewis- (possibly deceased DC Official Records 948/2582)
Stanley Soltzer
Jacob S. Lambert
Robert D. Meyer
Opal I. Meyer

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a Chicago Title Insurance Company agent for the purpose of issuing a Chicago Title Insurance Company title insurance commitment or policy.

In accordance with Florida Statutes Section 627.7843, the liability Chicago Title Insurance Company may sustain for providing incorrect information in this Report shall be the actual loss or damage of the Certified Party named above up to a maximum amount of $1,000.00.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Report to be issued in accordance with its By-Laws.

Chicago Title Insurance Company

Ellen Klempert

Ellen Klempert

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

PRINTED BY LAWYERS' TITLE GUARANTY FUND, ORLANDO, FLORIDA

Warranty Deed

BOOK 239 PAGE 454

STATUTORY

DENISON and LEWIS
Attorneys at Law
DENISON BUILDING
FORT PIERCE, FLORIDA

This Indenture, Made this 23rd day of July, A. D. 1958, **Between** CHANDLER HOVEY, a single adult

of the county of Middlesex, State of Massachusetts, party of the first part, and CHARLES F. HOVEY, ELIZABETH H. MORSS and CHANDLER HOVEY, JR., as Tenants in Common whose post office address is: 75 Federal St., Boston of the County of Suffolk, in the State of Massachusetts, parties of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of ********** TEN ********** Dollars, and other good and valuable considerations to him in hand paid by said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of St. Lucie in the State of Florida, to-wit:

That part of the North 400 feet of the South 598 feet of Government Lot 2 of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1, situated in St. Lucie County, Florida.

Subject to a certain mortgage encumbering the above described property to Adolph Schoenbrun and Fannie Schoenbrun, his wife, dated April 24, 1957 and recorded in Mortgage Book 136, at Page 385 of the Public Records of St. Lucie County, Florida.

CLERK FILE NO. 67848 FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST LUCIE COUNTY, FLORIDA, ON THE 28 DAY OF July A. D. 1958 AT 11:50 O'CLOCK P. M. AND RECORDED IN Deed BOOK NO. 239, PAGES 454 AND RECORD VERIFIED.
W. C. BAGGETT, CLERK CIRCUIT COURT, ST. LUCIE COUNTY, FLA.
BY Margaret Jones D. C.

and the said party of the first part do es hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Chandler Hovey (Seal)

(Seal)

(Seal)

(Seal)

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

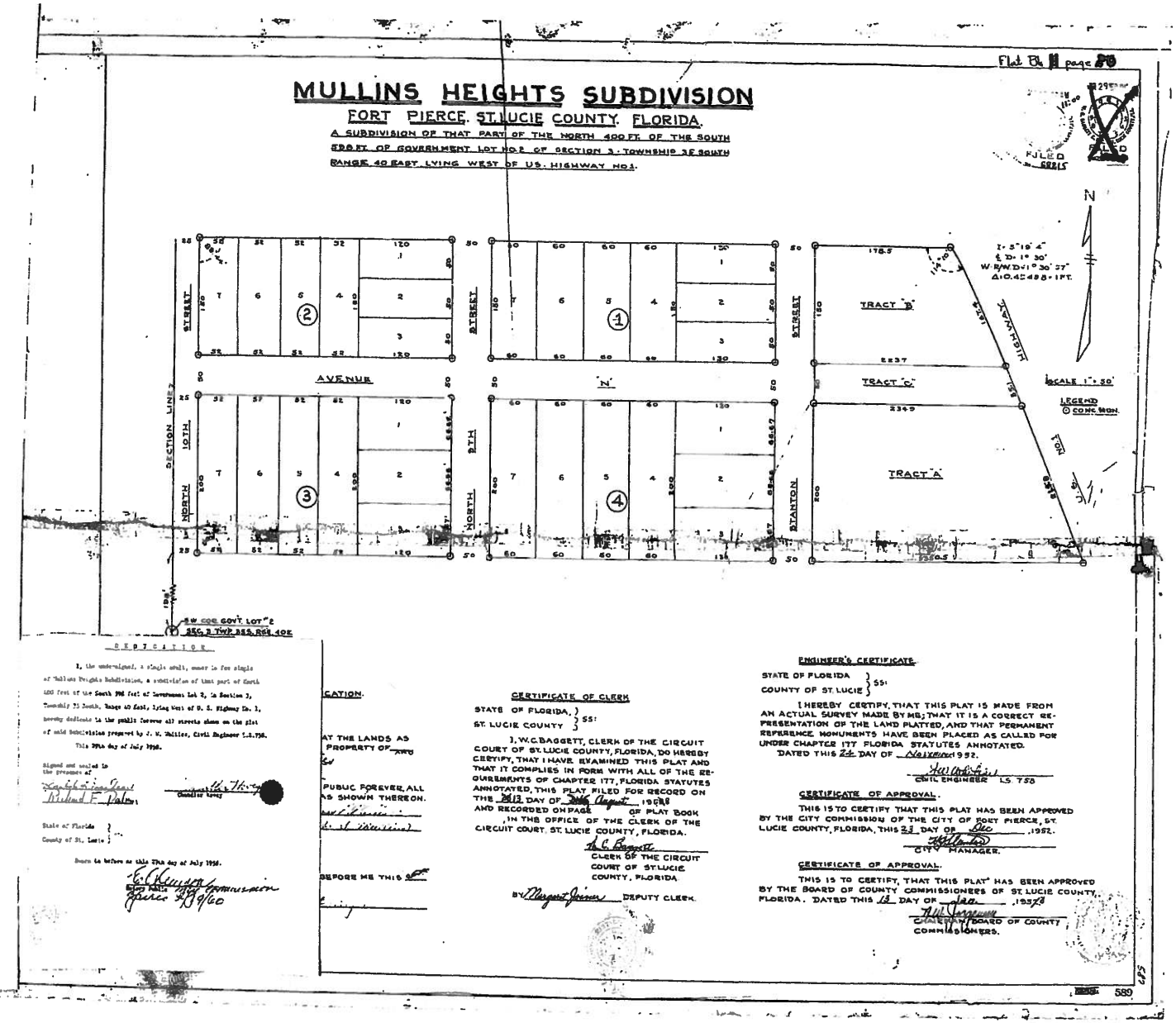
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHANDLER HOVEY, a single adult

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of July, A. D. 19 58.

Richard F Dolman
Notary Public, State of Massachusetts.
My commission expires Nov. 21, 1964

Filed this day of A. D. 19 at o'clock M. and Recorded in Deed Book at Page
RECORD VERIFIED.
Clerk Circuit Court County
By Deputy Clerk



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

141727

RESOLUTION NO. 65-36

WHEREAS, CHARLES F. HOVEY, ELIZABETH H. MORSS and CHANDLER HOVEY, JR., have petitioned the Board of County Commissioners of St. Lucie County, Florida, to vacate:

> The plat of MULLINS HEIGHTS SUBDIVISION as recorded in Plat Book 11, at page 20 of the public records of St. Lucie County;
>
> EXCEPT the right of way for North 10th Street as shown thereon and the right of way for Avenue "O" as described in Official Record Book 2, at pages 247 and 252 of the public records of said County,

and

WHEREAS, notice of intention to apply to said Board of County Commissioners to vacate said part of said plat was given by legal notice published on October 22 and 29, 1965, in The News Tribune, a daily newspaper published in Fort Pierce, St. Lucie County, Florida, and

WHEREAS, said petitioners have shown conclusively that they are the owners in fee simple of all the lots and blocks in that portion of said subdivision sought to be vacated; that the vacation by said Board of the part sought to be vacated will not affect the ownership of persons owning other parts of said subdivision; and that all taxes for the year 1965 and prior years have been paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Lucie County, Florida, in meeting assembled this 28th day of December, 1965, as follows:

1. That pursuant to the provisions of Section 192.29 and 192.30, Florida Statutes:

Order: 6135382 Deeds
Doc: FLSTLU:135-00332

Page 1 of 2

Requested By: eklempert, Printed: 12/23/2016 11:37 AM

The plat of MULLINS HEIGHTS SUBDIVISION as recorded in Plat Book 11, at page 20 of the public records of St. Lucie County;

EXCEPT the right of way for North 10th Street as shown thereon and the right of way for Avenue "O" as described in Official Record Book 2, at pages 247 and 252 of the public records of said County

be and the same is hereby vacated, and any right of St. Lucie County and the public in and to any lands or interest therein acquired by the dedication of said plat for streets, roads or alleys is hereby renounced and disclaimed, except as above noted.

2. That a certified copy of this Resolution shall be recorded in the public records in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida.

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The undersigned, Clerk of the Board of County Commissioners of the County and State aforesaid, does hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the said Board of County Commissioners at a meeting held on the 28th day of December, 1965.

WITNESS my hand and the official seal of said Board, this the 29 day of December, 1965.

ROGER POITRAS, CLERK CIRCUIT COURT

By Tina Pugli
Deputy Clerk

FILED AND RECORDED IN Official Record BOOK
Clerk
'66 JAN 4 AM 8:49
141727
ROGER POITRAS, CLERK
ST. LUCIE COUNTY,
FLORIDA

135 333

RESOLUTION NO. 65-292 146946

A RESOLUTION VACATING A PORTION OF THE MULLINS HEIGHTS SUBDIVISION UPON PERFORMANCE OF CONDITIONS FOR CONVEYING RIGHTS-OF-WAY; RESERVING CERTAIN RIGHTS-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATES HEREOF.

WHEREAS, the City Commission of the City of Fort Pierce has been requested to vacate a part of the plat of the subdivision known as Mullins Heights Subdivision, as recorded in Plat Book 11, page 20 of the Public Records of Saint Lucie County, Florida; and

WHEREAS, the City Planning Board at a regular meeting held October 5, 1965 approved the vacation of part of said plat.

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

SECTION 1. The City of Fort Pierce hereby vacates in part all of that plat of Mullins Heights Subdivision, as per plat thereof on file in Plat Book 11, page 20, of the public records of St. Lucie County, Florida, except for those lands encompassing certain streets which have become and are necessary for use by the traveling public, said lands and streets hereby excepted from this vacation being:

A. North 10th Street right-of-way;
B. Avenue "O" right-of-way;
C. North 40' of North 9th Street right-of-way;
D. North 40' of Stanton Street right-of-way;
E. North 40' of Block 1;
F. North 40' of Block 2;
G. All of Tract "B", except the South 110' thereof.

FILED AND RECORDED ST. LUCIE COUNTY, FLA. RECORD VERIFIED JUL 18 AM 8:17 146946 CLERK CIRCUIT COURT

with the foregoing exceptions as described and referred to on said subdivision plat.

SECTION 2. The attention of the owner or owners of the lands within said subdivision is hereby expressly directed to Chapters 192.29 and 192.30, Florida Statutes, for compliance therewith through the Board of County Commissioners.

SECTION 3. This Resolution shall become effective immediately upon receipt by the City of Fort Pierce and recording thereof in the St. Lucie County public records of a deed or deeds of conveyance from the record title owners of the foregoing rights-of-way and excepted parcels unto the City of Fort Pierce.

This is to certify that this is a true and accurate copy of Resolution No. 65-292, adopted by the City Commission of the City of Fort Pierce, Florida, at the regular meeting of the City Commission held on October 18, 1965.

Witness my hand and the Official Seal of the City of Fort Pierce, Florida, this the 15th day of July, 1966.

(CITY SEAL)

O R BOOK 150 391

CITY CLERK

Order: 6135382 Deeds
Doc: FLSTLU:150-00391

Requested By: eklempert, Printed: 12/23/2016 11:37 AM

146917

ORDINANCE NO. E-331

AN ORDINANCE RENAMING AND/OR REDESIGNATING CERTAIN STREETS OR ROADWAYS WITH CONFLICTING NAMES WITHIN THE CITY OF FORT PIERCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, there exist in the City of Fort Pierce, Florida, several conflicting public and private roadway names and designations which could impede the growth of the City, render postal, fire and police service difficult and adversely affect the City as a whole; and

WHEREAS, the City desires to correct said duplications and conflicts in said names and designations.

NOW THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF FORT PIERCE, FLORIDA:

Section 1. That those present street and roadway names or designations, as set forth on the attachment hereto marked "Schedule" and by reference hereto is made a part hereof as though fully set forth herein, be and the same are hereby renamed and/or redesignated to those names and/or designations as are also set forth in said "Schedule".

Section 2. All Ordinances or parts thereof in conflict herewith are hereby repealed.

Section 3. This Ordinance shall become effective upon final passage.

O.R. BOOK 150 392

Order: 6135382 Deeds
Doc: FLSTLU:150-00391

Requested By: eklempert, Printed: 12/23/2016 11:37 AM

SCHEDULE

PRESENT NAME OR DESIGNATION	NEW NAME OR DESIGNATION
1. Atlantis Avenue	1. Avalon Avenue
2. Bimini Drive	2. Bahia Drive
3. Cortez Avenue	3. Coronado Avenue
4. Easter Terrace	4. Emerald Terrace
5. Grenada Avenue	5. Gatewood Avenue
6. Gulf Stream Boulevard	6. Grandview Blvd.
7. Hernandes Avenue	7. Hispana Avenue
8. Hibiscus Road	8. Hayes Road
9. Holly Court	9. Hollywood Court
10. Maple Court	10. Mandarin Court
11. Mel Lane	11. Midas Lane
12. Palm Terrace	12. Ponderosa Terrace
13. Palma Avenue	13. Porpoise Avenue
14. Park Boulevard	14. Plymouth Avenue
15. Park Drive	15. Pelican Drive
16. Pine Avenue (Beach)	16. Plover Avenue
17. Royal Palm Road	17. South Ocean Drive
18. York Court	18. Yosemite Court
19. York Road	19. York Avenue
20. Royal Poinciana	20. South 11th Street
21. South Ocean Drive (from South City Limits North to intersection with Highway A-I-A)	21. Surfside Drive
22. Unnamed street between Avenues K and L, from 25th to 27th Streets	22. Wilkins Avenue

ATTEST

CITY CLERK

MAYOR COMMISSIONER

(CITY SEAL)

STATE OF FLORIDA)
ST. LUCIE COUNTY) ss

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida do hereby certify that the foregoing and above Ordinance No. E-331, was duly introduced, read and passed on first reading by title only be the City Commission of the City of Fort Pierce, Florida on March 14, 1966, copies were posted on March 15, 1966 at the City Hall and Municipal Court Room in the City of Fort Pierce, Florida and was duly read and passed on second and final reading by title only on March 28, 1966 by the City Commission of the City of Fort Pierce, Florida.

In Witness herewith, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida this the 29th day of March, A.D. 1966.

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

(CITY SEAL)

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
RECORD VERIFIED
18 AM 8:27
146917
CLERK CIRCUIT COURT

MAYOR COMMISSIONER

CITY CLERK

BOOK 150 393

ORDINANCE NO. E-358 146918

AN ORDINANCE VACATING AND ABANDONING CERTAIN UNOPENED ALLEYS SITUATE IN AREAS ZONED FOR RESIDENTIAL USE AND PROVIDING FOR A RESERVATION OF UTILITY EASEMENTS TO THE CITY OF FORT PIERCE, FLORIDA, OVER AND UPON THE ENTIRE WIDTH OF SAID DESCRIBED ALLEYS: PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF FORT PIERCE:

SECTION 1. Each and all of those certain unopened alleys, as per description thereof annexed hereto and thereby made a part hereof as though fully set forth herein, marked "Schecule of Alleys", be and the same are hereby closed, vacated and abandoned, with the City of Fort Pierce hereby saving and reserving unto itself a utility easement for all utility purposes over and upon said lands and alleyways.

SECTION 2. This Ordinance shall become effective upon final passage.

ATTEST

CITY CLERK

MAYOR COMMISSIONER

(CITY SEAL)

STATE OF FLORIDA)
ST. LUCIE COUNTY) ss

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida do hereby certify that the foregoing and above Ordinance No. E-358 was duly introduced, read and passed on first reading by title only by the City Commission of the City of Fort Pierce on May 31, 1966, copies were posted for more than one month at the City Hall and Municipal Court Room in the City of Fort Pierce, Florida and was duly read and passed on second and final reading by title only on July 11, 1966 by the City Commission of the City of Fort Pierce, Florida.

In witness herewith, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida this the 13th day of July, A. D., 1966.

MAYOR COMMISSIONER

CITY CLERK

(CITY SEAL)

O.R. BOOK 150 394

Order: 6135382 Deeds
Doc: FLSTLU:150-00391

Requested By: eklempert, Printed: 12/23/2016 11:37 AM

SCHEDULE OF ALLEYS

Those Ten (10) Foot Alleys running North and South in:

Blocks	Subdivision	Plat Book	Page	From	To
2,3,4	Tuskegee Park	8	74	Avenue O	Avenue P
6,7,8,9,10 11,12,13,14	Sunny Acres	8	25	Avenue K	Avenue M
1,2,3,4	Sunny Acres	8	25	Avenue I	Avenue K
2	Pinecrest	5	15	Avenue K	Avenue M
	Washington Heights	7	46	Avenue E	Avenue I
A,B	Frambach	7	36	Avenue E	Avenue I
1	Shaffer	7	26	Avenue E	Avenue G
4,6	Emancipation Park	1	38	Avenue D	Avenue E
D,E,H,	Alamanda Vista Rev.	7	40	Avenue D	Avenue E
F	Alamanda Vista Rev.	7	40	Avenue D, Southward	Existing East-West Alley
9, 12	Fort Pierce Heights	1	39	Avenue B	Avenue C
3,4,5,6	Alamanda Vista	5	49	Moore's Creek	Avenue B
14,15,16	Floriana Park	2	7	Moore's Crick	Avenue C
10,11,12	Floriana Park	2	7	Avenue B	Avenue C
B-4, B-2	Orange Place	5	9	Atlantic Avenue	Boston Avenue
9,10,11,12	Oakland Park	2	7	Easter Avenue	Florida Avenue
13,14,15,16) 1,2,3,4)Nebraska Ct.	Oakland Park	2 5	7 48	Between Florida Ave. & Ga. Avenue	
1,2,3,4,5	Kanawha Park	3	6	Citrus Ave. North & South to East West alleys	
1,2,3,4	Lincoln Park # 1	2	5	Ohio Avenue	Southern Avenue
Between Lots 2 thru 11, Block 1	Cramer's Add'n	2	10	Easter Avenue, Southward to 20' North-South Alley	

And Those Ten (10) Foot Alleys running East and West in=

98	Meyerhoff's	8	26	N. 27th Street	N. 29th Street
1,2,3,4	Hillcrest	4	41	N. 15th Street	N. 16th Ct.
A	Rev. Cobbs Park	8	54	S. 17th Street	S. 15th Street
	Morgans	7	35	S. 17th Street	S. 13th Street
2,3	Oleander Gardens	9	8	Oleander Blvd.	Mayflower Road Canal
1	LaJean	9	29	Mayflower Road	Colonial Road

O.R. BOOK 150 395

Order: 6135382 Deeds
Doc: FLSTLU:150-00391

Requested By: ekempert, Printed: 12/23/2016 11:37 AM

Block	Subdivision	Plat Book	Page	From	Extending To
And those twelve (12) Foot alleys running North and South in=					
Blks. 1,2	Sandra Ct.	8	45	Avenue B	Avenue C
Blks. 4,5	LaFond	8	12	Easter Ave.	Easter Ter.
And that Twelve (12) Foot alley running East and West in=					
Blk. 3	Lincoln Park # 2	4	77	Douglas Ct.	N. 12th Street
And Those Fifteen (15) Foot alleys running North and South=					
Between N. 17th & N. 19th Sts.	Liberty Park	7	54	Avenue O	Avenue Q
Blks A, B	Suzanne Park	8	13	Avenue M	Avenue O
2	Koblegards Re. Sub	7	49	Fla. Ave.	Ga. Avenue
1,2,E,B	Maravilla Terrace	5	50)		
1,2	Maravilla Pines	6	39)		
1,2	Ponce de Leon	6	8)		
D	Ponce de Leon Park #2	11	23)		
3	Maravilla West	11	50)	City Limits- Va. Avenue Canal	
1,2	Cortez	5	38)		
48,50,52			)		
78	Maravilla	7	31)		
1,9,10,14	Maravilla Plaza	5	44)		
	Paseo Park	10	61)		
1,3,5,7,9) 59,61,63,65) 79,81,83,85) 87,89,91)	Maravilla	7	31		
	DeFina	10	53)		
3	Country Club Estates	10	33)		
2	Misiks Re. Sub	9	60)		
2,4,	Maravilla Court	5	39)	Trinidad Ave. - Va. Avenue Canal	
1	Maravilla Golf Park	5	43)		
	Fairway Park	10	62)		
1	Golfview	6	36)		
And those Fifteen (15) Foot alleys running East & West=					
Between Ave. E & Ave. G	Washington Heights	7	46	N. 19th St.	North-South Alley
15' East-West Alleys					
Between Moore's Creek & Ave. B	Home Acres	7	28	N. 29th St.	N. 31st St.
1	Hibiscus Park	8	11	S. 13th St.	Texas Court
And those Sixteen (16) Foot alleys running North and South in:					
2	Killers Plat	3	43	Moore's Creek	Avenue B

Order: 6135382 Deeds
Doc: FLSTLU:150-00391
Page 6 of 7
Requested By: eklempert, Printed: 12/23/2016 11:37 AM

Blocks	Subdivision	Plat Book	Page	Extending From	To
B-A, B-B, B-C	Westend Add'n	2	5	Boston Avenue	East-West Alley
71, 76, 90	Lawnwood Add'n	2	16	Birch St.	S. 18th Street
75, 91	Lawnwood Add'n	2	16	Birch St.	S. 19th St.

And those Sixteen (16) Foot Alleys running East and West in:

B-C, B-B	Westend Add'n	2	5	Boston Avenue	Delaware Ave.
6	Lawnwood Add'n	2	16	S. 21st Street	S. 19th Street
14	Replat Lawnwood Add'n	9	53	S. 19th Street	S. 17th Street)
22;23;25,26)	Lawnwood Add'n	2	16	Kaufman Avenue	S. 13th Street)
30;31,32,33)	Lawnwood Add'n	2	16	Kaufman Avenue	S. 13th Street)
44;45,46	" "	"	"	" "	S. 13th Street)
54,55	" "	"	"	" "	S. 13th Street)
68,69	" "	"	"	" "	S. 13th Street)
78,88	" "	"	"	" "	S. 13th Street)
73,74	" "	"	"	S. 25th Street	Ormond Avenue
92,93	" "	"	"	S. 25th Street	S. 21st Street

And those Twenty (20) Foot Alleys running East and West in:

Blks. 94,95 96	Lawnwood Add'n	2	16	S. 25th Street	Ormond Avenue
Blk 109	" "	"	"	" " "	S. 23rd Street
Blk 3	Pinewood	5	24	S. 8th Street	Beach Court
Between Ave. I & J	Richard Edwards	10	1	N. 9th Street	N. 10th Street

And those Twenty (20) Foot alleys running North and South in:

Blks 47,70 89	Lawnwood Add'n	2	16	S. 21st Street	Quincy Avenue
Blks. 53, 77 97	Lawnwood Add'n	2	16	Birch Street	Quincy Avenue
Between Lots 1 & 2, Blk. 1	Cramer's Add'n	2	10	Existing 10' North-South alley to South Subdivision Line	

And that certain Eight (8) Foot alley running East and West in:

1,2,3	Kanawha Park	3	6	S. 13th Street	East Subdivision Line

ALL AS RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND SITUATE IN THE CITY OF FORT PIERCE, FLORIDA.

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
CERTIFIED
66 JUL 18 AM 8:20
146918
CLERK OF COURT

O.R. BOOK 150 397

Order: 6135382 Deeds
Doc: FLSTLU:150-00391
Page 7 of 7
Requested By: eklempert, Printed: 12/23/2016 11:37 AM

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUN 11 '73
86.50

256401

4'

This instrument was prepared by:
Name Byron T. Cooksey
Address P. O. Box 760
Vero Beach, Fla. 32960

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 8th day of May 1973, **Between**

CHARLES F. HOVEY and ANITA C. HOVEY, his wife

of the County of Middlesex, State of Massachusetts, grantor*, and

ROYCE R. LEWIS, as Trustee

whose post office address is 133 South 2nd St., Fort Pierce,

of the County of St. Lucie, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of --$10.00-- Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

AN UNDIVIDED 1/3 INTEREST IN AND TO:

The North 400 feet of the South 598 feet of Government Lot No. 2, Section 3, Township 35 South, Range 40 East, lying West of U. S. Highway No. 1.

Subject to easements and rights-of-way of record.

FILED AND RECORDED
ST LUCIE COUNTY FLA
ROGER EDITHAS
CLERK CIRCUIT COURT
RECORD VERIFIED

FLORIDA DOCUMENTARY SUR TAX
31.35

256401

JUN 11 10 10 AM '73

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Bridget O'Loughlin
Edythe M. Kelley
As to Mr. & Mrs. Hovey

Charles F. Hovey (Seal)
Charles F. Hovey
Anita C. Hovey (Seal)
Anita C. Hovey
(Seal)
(Seal)

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

CHARLES F. HOVEY and ANITA C. HOVEY, his wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May 1973.

My commission expires: October 2, 1975

Edythe M. Kelley
Notary Public
State of Massachusetts

215 334

4

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida 256402

This instrument was prepared by:
Name Byron T. Cooksey
Address P. O. Box 760
Vero Beach, Florida 32960

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 8th day of May 1973, **Between**

ELIZABETH H. MORSS joined by her husband SHERMAN MORSS

of the County of Essex, State of Massachusetts, grantor*, and

ROYCE R. LEWIS, as Trustee

whose post office address is 133 South 2nd Street, Fort Pierce,

of the County of St. Lucie, State of Florida, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of --$10.00-- Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

AN UNDIVIDED 1/3 INTEREST IN AND TO:

The North 400 feet of the South 598 feet of Government Lot No. 2, Section 3, Township 35 South, Range 40 East, lying West of U. S. Highway No. 1.

Subject to easements and rights-of-way of record.

FILED AND RECORDED ST. LUCIE COUNTY FLA ROSE ... CLERK ... COURT

JUN 11 10 10 AM '73

DOCUMENTARY SUR TAX 31.35

FLORIDA STAMP TAX 85.50

256402

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

As to Mr. & Mrs. Morss

Elizabeth H. Morss (Seal)

Sherman Morss (Seal)

(Seal)

(Seal)

STATE OF MASSACHUSETTS
COUNTY OF ESSEX

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

ELIZABETH H. MORSS joined by her husband SHERMAN MORSS

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May 1973.

My commission expires:

Notary Public

State of Massachusetts

215 335

4

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE JUN 11 '73 P.O. 11102 $93.00

256403

This instrument was prepared by:

Name Byron T. Cooksey

Address P. O. Box 760

Vero Beach, Florida 32960

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 8th day of May 1973, **Between**

CHANDLER HOVEY, JR. and CYNTHIA B. HOVEY, his wife

of the County of Nassau, State of New York, grantor*, and

ROYCE R. LEWIS, as Trustee

whose post office address is 133 South 2nd Street, Fort Pierce

of the County of St. Lucie, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of ---$10.00--- Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

AN UNDIVIDED 1/3 INTEREST IN AND TO:

The North 400 feet of the South 598 feet of Government Lot No. 2, Section 3, Township 35 South, Range 40 East, lying West of U. S. Highway No. 1.

Subject to easements and rights-of-way of record.

FILED AND RECORDED ST. LUCIE COUNTY FLA. ROYCE R. LEWIS CLERK OF CIRCUIT COURT RECORDING OFFICE JUN 11 10 11 AM '73

DOCUMENTARY SUR TAX FLORIDA DEPT. OF REVENUE JUN 11 '73 P.O. 10838 $34.10

256403

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Elizabeth L. Charleston

Cynthia Hovey

As to Mr. & Mrs. Hovey

Chandler Hovey, Jr. (Seal)

Cynthia B. Hovey (Seal)

(Seal)

(Seal)

STATE OF NEW YORK
COUNTY OF ~~NASSAU~~ NEW YORK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHANDLER HOVEY, JR. and CYNTHIA B. HOVEY, his wife to me known to be the person sdescribed in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May 1973

My commission expires: 3-30-75

Elizabeth L. Charleston
Notary Public

State of New York - ELIZABETH L. CHARLESTON
Notary Public, State of New York
No. 24-2618060
Qualified in Kings County
Certificate filed in New York County
Term Expires March 30, 1975

BOOK 215 PAGE 336

SAINT LUCIE COUNTY 1 2 0 0 6 2

FLORIDA DEPT. OF REVENUE JUN 21 '73 P.M. 1030 DOCUMENTARY SUR TAX 00.55

STATE OF FLORIDA DOCUMENTARY REVENUE STAMP TAX JUN 21 '73 00.30

257329

This instrument was prepared by:

ROYCE R. LEWIS
Attorney at Law
133 South 2nd Street
FORT PIERCE, FLORIDA

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 21 day of June 1973, **Between** ROYCE R. LEWIS, both individually and as Trustee, joined by Louise C. Lewis, his wife of the County of St. Lucie, State of Florida, grantor*, and STANLEY SOLTZER, as to an undivided one-half interest and JACOB S. LAMPERT, as to an undivided one-half interest whose post office address is 48 Brewster Road, Scarsdale, New York of the County of , State of New York, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of ----------TEN----------Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Saint Lucie County, Florida, to-wit:

FILED AND RECORDED
ST. LUCIE COUNTY FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
RECORD VERIFIED R. Corbett
JUN 21 1 21 PM '73
257329

The North 400 feet of theSouth 598 feet of Government Lot No. 2, Section3, Township 35 South, Range 40 East, lying West of U. S. Highway No. 1.

Subject to easements and rights-of-way of record.

This conveyance is being made subject to that certain mortgage encumbering the above described property to Charles F. Hovey Elizabeth H. Morss and Chandler Hovey, Jr. dated June 8, 1973 and recorded in O. R. Book 215, Pages 334, 335 and 336 of the Public Records of St. Lucie County, Florida; which said mortgage the grantees do assume and agree to pay.

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

James C. Swan
M. Christine Kennedy

Royce R. Lewis (Seal)
Both individually and as Trustee
Louise C. Lewis (Seal)
(Seal)
(Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Royce R. Lewis, both individually and as Trustee and Louise C. Lewis, his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that They executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of June 1973.

M. Christine Kennedy
Notary Public
State of Florida at Large

My commission expires:

PUBLIC

215 - 1767

472984

LTIC-PG
S-CASE
7 N/

PERSONAL REPRESENTATIVE'S DEED

132/

THIS INDENTURE, executed the 29th day of August 1979, between Harriet Gilman, as Personal Representative of the Estate of Sylvia Leitzes, deceased, party of the first part, and Robert D. Meyer and Opal I. Meyer, his wife, parties of the second part, whose address is 5310 North Federal Highway, Fort Lauderdale, Florida 33308,

W I T N E S S E T H :

The party of the first part on the 29th day of August 1979 pursuant to power of sale contained in the Last Will and Testament of the above-named decedent, and in consideration of the premises and the sum of Ten and 00/100 ($10.00) and other good and valuable consideration in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms to the parties of the second part, and to their heirs and assigns forever, that certain real property situate in St. Lucie County, Florida, more particularly described as follows:

PARCEL I: Begin at the intersection of the South right-of-way for Avenue "O" and the East line of Section 4, thence South along said East line 185 feet More of Less to a point 396 feet North of the SE Corner of the NE¼; thence East 660 feet; thence North parallel to the East line of Section; 332.28 feet more or less, to South Right-of-way of Avenue "O"; thence North 89 degrees, 41 minutes, 02 seconds, East 207.62 feet to P.C. to right, radius 542.96 feet ca 26 degrees, 57 minutes arc, 255.39 feet to point; thence run South 63 degrees 21 minutes, 58 seconds, East 85.61 feet to P.C. Curve left, radius 602.96 feet, arc 138 feet, more or less, to Point of Beginning.

PARCEL II: Begin at the intersection of the North line of Avenue "O" and the East Section line of Section 4, run Northwesterly along curve to right, radius 542.96 feet 109 feet, more or less to point; thence North 63 degrees, 21 minutes, 58 seconds West 85.61 feet to P.C. Curve to left, radius 602.96 feet arc 146 feet more or less to point on a line that is parallel and 315 feet West of the East line of said section, thence North along said parallel line 460 feet, more or less, to Southerly Right-of-way of Canal C-25, thence Southerly along Southerly Right-of-way, 320 feet, more or less, to East line of Section, thence South along said Section line 550 feet more or less, to Point of Beginning.

ALL LYING AND BEING IN SECTION FOUR (4), TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPTING THEREFROM RIGHTS-OF-WAY PUBLIC ROADS AND DRAINAGE CANALS.

SUBJECT TO reservations, restrictive covenants, easements and limitations of record and to taxes assessed for the year 1978 and subsequent years.

BOOK 323 PAGE 2977

[redacted]

[redacted]

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

TO HAVE AND TO HOLD the same to the parties of the second part, and to their heirs and assigns, in fee simple forever.

AND the party of the first part does covenant to and with the parties of the second part, their heirs and assigns, that in all things preliminary to and in and about the sale and this conveyance the orders of the above-named Court and the laws of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the party of the first part has set her hand and seal on the day and year first above written.

Harriet Gilman (SEAL)
Harriet Gilman
Personal Representative of the
Estate of Sylvia Leitzes, Deceased.

Signed, sealed and delivered
in the presence of:

Maria G. Miguel
Witness

Robert O'Neal
Witness

STATE OF NEW JERSEY
COUNTY OF UNION

I hereby certify that on this day before me, an officer duly authorized and qualified to take acknowledgments, personally appeared Harriet Gilman, Personal Representative for the Estate of Sylvia Leitzes, deceased, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of August 1979.

Maria G. Miguel
Notary Public

MARIA G. MIGUEL
A Notary Public of New Jersey
My Commission Expires Dec. 14, 1982

Prepared By:
WILLIAM J. BARNES
Colony Plaza - Suite 101
6451 N Federal Hwy
Ft Lauderdale, FL 33308

s:

1980 JAN 17 PM 2:13

472984

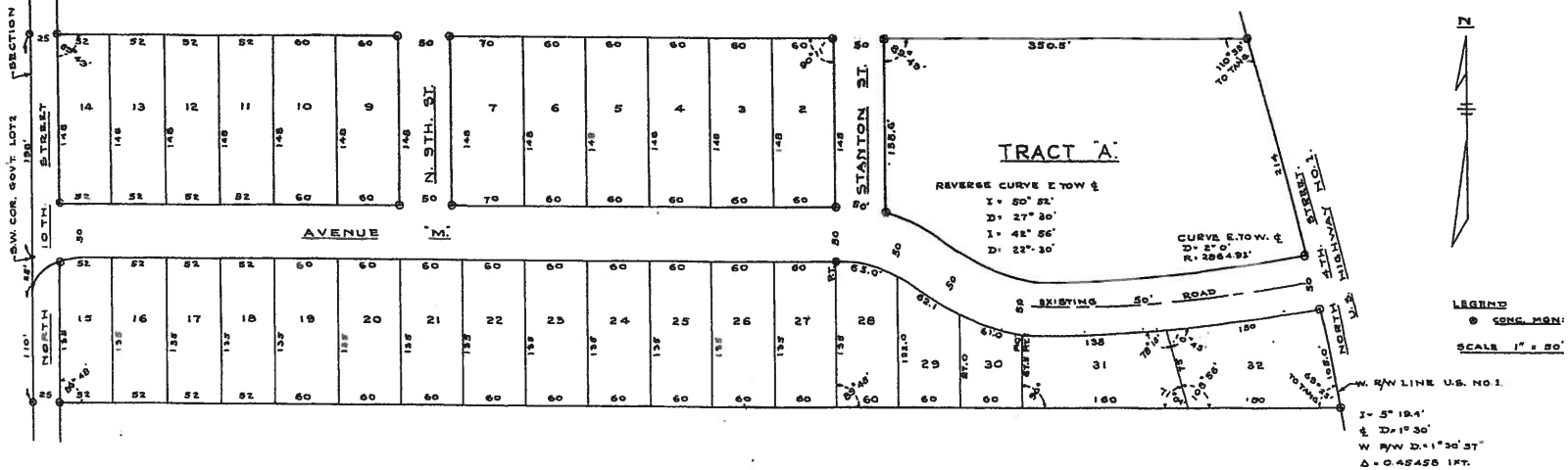
FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
RECORD VERIFIED

OR BOOK 323 PAGE 2978

MELTONS RIVERVIEW SUBDIVISION.

FORT PIERCE. FLORIDA.

A SUBDIVISON OF THAT PART OF NORTH 135 FEET OF GOV'T LOT 3 AND SOUTH 198 FEET OF GOV'T. LOT 2
SECTION 3, TWP 35, RANGE 40 E, LYING WEST OF U.S. HIGHWAY NO. 1.



CERTIFICATE OF DEDICATION.

STATE OF FLORIDA, } SS:
COUNTY OF ST. LUCIE.

THIS IS TO CERTIFY, THAT THE LAND AS SHOWN ON THIS PLAT ARE THE PROPERTY OF M.R. MELTON AND VATIE MELTON

WHO HEREBY DEDICATE TO THE PUBLIC FOREVER, ALL STREETS, ALLEYS AND PARKS AS SHOWN THEREON.

GIVEN UNDER OUR HANDS AND SEALS THIS 20 DAY OF OCTOBER 1952

M.R. Melton
Vatie Melton

WITNESSES:
Jim Lamph
Joyce to Rose

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF November, 1952

Joyce to Rose
Notary Public
My Commission expires June 28, 1956.

#25,539

CERTIFICATE OF CLERK.

STATE OF FLORIDA, } SS:
COUNTY OF ST. LUCIE.

I, W.C. BAGGETT, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY, THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES ANNOTATED. THIS PLAT FILED FOR RECORD ON THE 20th DAY OF November, 1952. AND RECORDED ON PAGE 43 OF PLAT BOOK 9 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ST LUCIE COUNTY, FLORIDA.

W. C. Baggett
CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY. FLORIDA.

BY Ada L. Lyle DEPUTY CLERK.

ENGINEER'S CERTIFICATE.

STATE OF FLORIDA. } SS:
COUNTY OF ST. LUCIE

I HEREBY CERTIFY, THAT THIS PLAT IS MADE FROM AN ACTUAL SURVEY MADE BY ME; THAT IT IS A CORRECT REPRESENTATION OF THE LAND PLATTED, AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS CALLED FOR UNDER CHAPTER 177, FLORIDA STATUTES ANNOTATED.

DATED THIS 15TH. DAY OF SEPTEMBER. 1952

Jw Whitice
CIVIL ENGINEER
L.S. #758.

CERTIFICATE OF APPROVAL.

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, THIS 31 DAY OF Oct, 1952.

H. Stanton
CITY MANAGER.

CERTIFICATE OF APPROVAL.

THIS IS TO CERTIFY, THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA.

DATED THIS 18 DAY OF Nov, 1952.

Lane H. Jennings
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS.

CITY ORDINANCE G 166
VACATING STANTON STREET
RECORDED IN OFFICAL RECORD
BOOK 230 PAGE 2057
AUGUST 12, 1974
ROGER PORTRAS, CLERK
BY Louise Corbett D.C.

JAMES W. WHITICE
COUNTY SURVEYOR. REG 758
FORT PIERCE. FLA.
DATE: SEPTEMBER 15 1952
SCALE 1" = 50'

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

and assigns forever, the following described land, situate, lying and being in the County of St. Lucie and State of Florida, to-wit:

Lots 5 and 16, Block 16, Surf Side Plaza, Unit One, Fort Pierce Beach, Florida, according to the records filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

McCarley, Inc.

(Corp.Seal) By R. L. McCarley
President.

Signed, sealed and delivered in the presence of: Attest: R. J. Cromie
Secretary.

Gertrude B. Day

Keith Brown

STATE OF Florida)
COUNTY OF Palm Beach)

I HEREBY CERTIFY, That on this 26th day of September, A. D. 1929, before me personally appeared R. L. McCarley and R. J. Cromie respectively President and Secretary of McCarley Inc. a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at West Palm Beach in the County of Palm Beach and State of Florida, the day and year last aforesaid.

(N.P. Seal) Gertrude B. Day
Notary Public, State of Florida at Large
My Commission expires Dec. 17, 1930

Filed and recorded this 29 day of Oct. A. D. 1929, at 8:47 A. M.

(Ct.Ct.Seal) P. C. Eldred, Clerk Circuit Court
By Cornelia Keen D. C.

.....

E. K. SUMNER, SPECIAL MASTER TO ST. LUCIE COUNTY BANK & TRUST CO.

MASTER'S DEED

THIS INDENTURE, Made the Ninth day of October, 1929, between E. K. SUMNER, as SPECIAL MASTER IN CHANCERY, of the first part, and St. Lucie County Bank and Trust Company, a corporation, of the second part:

WHEREAS, the Circuit Court of the 21st Judicial Circuit of the State of Florida, in and for the County of St. Lucie, in Chancery, on the Fourth day of September, 1929, among other things ordered, adjudged and decreed, in a certain cause then pending in the said Court, between St. Lucie County Bank and Trust Company, A corporation complainant, and Fort Pierce Golf & Country Club, a corporation, defendant, that the mortgaged premises mentioned in said decree, and hereinafter particularly described, be sold by said Master, at public auction, the said Master first giving four weeks notice of the time and place of sale, in a newspaper published

Order: 6135382 Deeds
Doc: FLSTLU:RDED 81-00221

Requested By: eklempert, Printed: 12/23/2016 11:37 AM

at Fort Pierce, in the said State, to-wit, the Fort Pierce News Tribune,

AND WHEREAS, the said Special Master, E. K. SUMNER and party of the first part to these presents, in pursuance of the said order and decree of the said Court in Chancery, did, on the Seventh day of October, 1939, sell at public auction the said mortgaged premises hereinafter particularly described, having first given previous notice of the time and place of sale, with a description of the said premises, agreeable to the order aforesaid; at which sale the said mortgaged premises, hereinafter particularly described, were sold to the said party of the second part for the sum of Ten thousand and no/100 dollars, that being the highest sum bidden for the same.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Special Master, in order to carry into effect the said sale so made as aforesaid, in pursuance of the said decree of the said Court of Chancery, in consideration of the premises, and of the said sum of Ten thousand and no/100 dollars, paid at the time of the execution hereof, by the said party of the second part to the said Special Master, the receipt whereof he does hereby acknowledge, has granted, bargained and sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain and sell, alien, release, convey and confirm unto the said party of the second part, and to its successors and assigns forever, the certain parcel of land in the County of St. Lucie, State of Florida, described as follows:

Commencing three (3) chains North of Southwest corner of Lot Two (2) of Section line dividing Sections three (3) and four (4) and running East to the right of way of the Florida East Coast Railway Company on the South boundary of the property formerly owned by A. Y. N. Hogg to the right of way of public highway as now located; thence run North on the West boundary of Public highway, a distance of 620 feet to the North boundary of land formerly owned by George Ashby; thence run West on North boundary of land formerly owned by George Ashby to Section line dividing Sections three (3) and four (4) and thence run South to point of beginning, all being in Section three (3), Township Thirty-five (35) South, Range Forty (40) East; and

Commencing on the South bank of Taylor's Creek where it is crossed by the Section line dividing Sections Three (3) and Four (4), Township Thirty-five (35) South, Range Forty (40) East; running thence South on said Section line 49 rods; thence West 75 rods; thence East meandering the bank of Taylor's creek to point of beginning, all being in Section Four (4), Township Thirty-five (35) South, Range Forty (40) East;

Also beginning on the North bank of Taylor's Creek at the boundary line of public highway as now located; run thence North along the West boundary of the public highway to the Section line dividing Sections 3 and 10; thence run West on said Section line to the Section corner; run thence South along the Section line of Sections 3 and 4 to the North bank of Taylor's Creek, run thence Easterly meandering the North Bank of Taylor's Creek to the West boundary of public highway, which is point of beginning, all being in Section 3, Township 35 South, Range 40 East;

And also the N½ of the S½ of the NE¼ of the NE¼ of Sec. 4, Twp. 35 South, Range 40 East;

Commencing at the Northwest corner of land sold to Alice Bell, described in Deed Book Y, page 88, Records of Brevard County, Florida, run thence East to the

Florida East Coast Ry. right of way, thence North along said right of way to the South bank of Taylor's Creek, thence Westerly along South Bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Schilder by deed recorded in Deed Book P, page 256, Records of Brevard County, Florida, thence South along said Schilder's East line 520 ft. more or less to a point 20 feet due West of the point of beginning, thence East 20 feet to the point of beginning.

Beginning at the Northeast corner of the SW¼ of the NE¼ of Section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence East 990 feet, thence North 660 feet to the point of beginning, containing 15 acres, more or less.

And also the N½ of the E½ of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Four (4), Township Thirty-five (35) South, Range Forty (40) East.

The E½ of the NW¼ of the NE¼ of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida.

together with all and singular the rights, members, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the said premises, above mentioned and described, and hereby granted and conveyed, or intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said Special Master in Chancery, as aforesaid, has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:)

Angus Sumner)
Rose Anne McManus)

E. K. Sumner (Seal)
As Special Master in Chancery, as aforesaid.

STATE OF FLORIDA,)
ST. LUCIE COUNTY.)

I, an officer duly authorized to take acknowledgments, hereby certify that E. K. SUMNER is well known to me, and known to me to be the individual described in and who executed the foregoing deed of conveyance, and that he acknowledged before me that he executed the foregoing deed, as Special Master in Chancery, aforesaid, for the purposes therein expressed.

Witness my hand and official seal, the Ninth day of October, A. D. 1929, in the State and County aforesaid.

(N.P. Seal)

Rose Anne McManus
Notary Public, State of Florida at Large
My Commission Expires Jan. 31, 1932

Filed and recorded this 29 day of Oct. A. D. 1929, at 9:31 A. M.

(Ct.Ct.Seal)

P. C. Eldred, Clerk Circuit Court
By Cornelia Keen D. C.

.....

(2)

Filed and recorded this the 7th. day of May A.D. 1937 at 8:38 P.M.

(Ct.Ct. seal) W.R. LOTT, CLERK CIRCUIT COURT
BY Jessie Hambleton D.C.

Record Verified

#9489

WARRANTY DEED

St. Lucie County Bank & Trust Co. to St. Lucie Securities Corporation.

THIS INDENTURE, made this 5th. day of May A.D. 1937 between St. Lucie County Bank and Trust Company, a corporation existing under the laws of the State of Florida, with its principal place of business in the County of St. Lucie and State of Florida, party of the first part, and St. Lucie Securities Corporation, a Florida corporation, with its principal place of business in the County of St. Lucie and State of Florida, party of the second part, WITNESSETH, That the said party of the first part for and in consideration of the sum of Ten ($10.00) dollars and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and their heirs and assigns forever, all that certain parcel of land lying andbeing in the County of St. Lucie and State of Florida, more particularly described as follows;

($.10 Florida Doc. stamp cancelled)

Commencing Three chains North of Southwest corner of Lot 2 of Section line dividing Sections 3 and 4 and running East to the right of way of the Florida East Coast Railway Co., on the South boundary of the property formerly owned by A Y W Hogg to the right of way of public highway as now located-- thence run North on the West boundary of Public Highway, a distanag of 620 feet to the North boundary of land owned by George Ashby-- thence run West on North bounddary of land formerly owned by George Ashby to Section line dividing Sections 3 and 4 and thence run South to point of beginning, all being in Section3, Township 35 South, Range 40 East,-- and--

Commencing on the South bank of Taylor's Creek where it is crossed by the Section line dividing Sections 3 & 4, Township 35 South, Range 40 East- thence running South on said Section line 49 rods- thence West 75 rods- thence East meandering the bank of Taylor's creek to point of beginning- all being in Section 4, Township 35 South, Range 40 East.

And also the N½ of the S½ of the NE¼ of the NE¼ of Section 4 Township 35 South, Range 40 East.

Commencing at the Northwest corner of land sold to Alice Bell, described in Deed Book Y, page 88, Records of Brevard County, Florida, run thence East to the Florida East Coast Railway right of way, thence North along said right of way to the South Bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Schilder of deed recorded in Deed B Book P, page 250 Records of Brevard County,

Florida, thence South along said Schilder's East line 580 feet, more or less to a point 20 feet due West of the point of beginning, thence East 20 feet to the point of beginning.

Beginning at the Northeast corner of the SW¼ of the NE¼ of Section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence 990 feet, thence North 660 feet to the point of beginning containing 15 acres, more or less.

And also the N½ of the N½ of the Northeast quarter (NE¼) of the Notheast quarter (NE¼) of Section 4, Township 35 South, Range 40 East.

The E½ of the NW¼ of the NE¼ of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida. Recorded Book 81, page 221, Records of St. Lucie County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances with every privilege, right title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

This deed is given to correct mistake made in a former deed in which the party of the first part deeded the herein described property to K.L. Scott, T.P. Goodbody, J.E. Harris, Axel Hallstrom and Frank M. Upton, as trustees for the St. Lucie Securities Corporation, a dissolved corporation. The St. Lucie Securities Corporation having never been dissolved and the party of the first part having intended to deed said property to the St. Lucie Securities Corporation through a mistake in fact made and recorded the former deed but never did deliver the same to the grantees nor was the same ever accepted by the grantees therein.

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Vice-President and its corporate seal to be affixed, attested by its V. Pres. the day and year above written.

(corporate seal)
SEAL

ST. LUCIE COUNTY BANK AND TRUST COMPANY

By G.R. Nottingham,
Vice-President

Signed, sealed and delivered
in Our Presence:

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY, That on this 5th. day of May A.D. 1937 before me personally appeared G.R. Nottingham, Vice-President of St. Lucie County Bank and Trust Company, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to St. Lucie Securities Corporation, and he acknowledged the execution thereof to be his free act and deed as such officers, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation;

and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Pierce, in the County of St. Lucie and State of Florida, the day and year last aforesaid.

(Notary seal)

Rose Anne McManus
Notary Public, State of Florida at Large
My commission expires Feb. 17, 1940

Filed and recorded this the 8th. day of May A.D. 1937 10:10 A.M.

(Ct.Ot. seal)

W.H. LOTT, CLERK CIRCUIT COURT
BY Jessie Hamilton D.C.

Record Verified

#9488

WARRANTY DEED

St. Lucie County Bank & Trust Co. to St. Lucie Securities Corporation.

THIS INDENTURE, made this 2nd. day of January A.D. 1937 between St. Lucie County Bank and Trust Company, a corporation existing under the laws of the State of Florida, with its principal place of business in the County of St. Lucie and State of Florida, party of the first part, and St. Lucie Securities Corporation, a Florida corporation, with its principal place of business in the County of St. Lucie and State of Florida, party of the second part,

WITNESSETH, That the said party of the first part for and in consideration of the sum of Ten ($10.00) Dollars, and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and their heirs and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie and State of Florida, more particularly described as follows:

The South 550 feet of Lot 4 and the North 550 feet of Lot 5, all in Section 18, Township 35 South, Range 41 East.

Beginning at the Southeast corner of Lot 4, Section 1, Township 35 South, Range 40 East, and running North 100 feet; thence Southwesterly to the Northwest corner of Lot 5, in said Section, Township and Range; thence run East to the point of beginning.

Also all of Lot 5, in Section 1, Township 35 South, Range 40 East.

Also the N½ of Lot 9, Section 1, Township 35 South, Range 40 East.

Also, all of Government Lot 6 of Section 1, Township 35 South, Range 40 East, containing 40 acres or land, more or less, according to Government survey of said land.

(.10 cents Fla. Doc. stamp cancelled)

Excepting however from the last above described tract of land, a certain 5 acre parcel of land conveyed by Mrs. Dora H. Tubbs to W.W. Brown on January 11, 1894 and filed October 20, 1897, and recorded in Deed Book DD, page 10, of the public records of Brevard County, Florida, which said 5 acre parcel of land is described as follows, to-wit:

(3)

#9020

SHERIFF'S DEED

H. A. Brown, Sheriff of St. Lucie County to J. W. Reynolds

THIS INDENTURE, made this 7th. day of July, in the year of our Lord one thousand nine hundred and thirty-seven, between H. A. Brown Sheriff of St. Lucie County, Both of Florida, of the first part; and J.W. Reynolds of the second part, whose permanent address is Pittsburg, County of _____, State of Pennsylvania.

WHEREAS, by virtue of a certain execution issued out of and under the seal of the Circuit Court for St. Lucie County aforesaid, tested the 8th. day of June, A.D. 1937, at the suit of J. W. Reynolds, plaintiff, against St. Lucie Securities Corporation, defendant, directed and delivered to the said Sheriff, commanding him, that of the goods and chattels, lands and tenements of said defendant, he cause to be made certain moneys in said execution specified, the said Sheriff did levy on and seize all the estate, right, title and interest which the said defendant had of, in and to the property hereinafter described; and on the first Monday in July A.D. 1937, being the 5th day of the month, and a legal sale day, sold the said property at public auction in front of the Court House, in the City of Fort Pierce in said State and County, having first given public notice of the time and place of such sale, by advertising said property for sale in manner and form as required by the statute in such case made and provided, in the Fort Pierce News Tribune, an official newspaper published in said Fort Pierce, in said County, for thirty days next preceding said day of sale; and that at such sale the said property was struck off to the said party of the second part, for the sum of Five Hundred Dollars and no (100) cents, he being the highest bidder therefor, and that being the highest sum bid for the same.

NOW THIS INDENTURE WITNESSETH, that the said party of the first part, as Sheriff as aforesaid, by virtue of the said execution, and in pursuance of the statute in such case made and provided, and in consideration of the sum of money so bid as aforesaid, and in hand paid to the said party of the first part by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed and by these presents doth grant, bargain, sell and convey unto the said J. W. Reynolds, the said party of the second part, all the estate, right, title and interest, which the said defendant had on the __ day of __ A.D. 19__, or at any time afterwards, of, in and to all that certain real property in the County of St. Lucie, Florida, known and described as follows:

All of Government Lots 1 and 2 in Section 12, Township 36 South, Range 40 East, also all of Government Lots 1, 2, 3 and 4 of Section 7, Township 36 South, Range 41 East; lying and being in St. Lucie County, Florida. EXCEPT, however, the following described land in Surfside Subdivision, according to Plat of said Subdivision recorded in Plat Book 2, page 6, to-wit:

Lots 1, 2, 4, 5, 6, 10, 11, 12, 13, 14 and 15, Block 22; Lots 7, 10, 12, 13 and 14, Block 13; Lot 13, Block 15;

Lots 5, 8 and 9, Block 21; Lots 1 and 2, Block 20; Lot 1, Block "A", and Lot 1, Block 38.

Lot 23, Block 29, Biltmore Subdivision, lying and being in St. Lucie County, Florida

Lot 1 of Block 1 of Cortez Park, as per plat thereof filed in Plat Book 5, page 38

Order: 6135382 Deeds
Doc: FLSTLU:RDED 90-00555

Requested By: eklempert, Printed: 12/23/2016 11:37 AM

Lot 21--Block 16-- of the Assessors Map of the North Part of Fort Pierce, Florida, said Block 16, being original Block "K" of the Edgartown plat now incorporated in the City of Fort Pierce, Florida.

Also the South half of Lot 11 and all of Lots 12, 13, 14 and 15 of Fee's Subdivision as per plat thereof on file in Plat Book 4 at page 44 of the public records of St. Lucie County, Florida.

The South 550 feet of Lot 4 and the North 550 feet of Lot 5, all in Section 18, Township 35, South, Range 41 East.

Beginning at the Southeast corner of Lot 4, Section 1, Township 35 South, Range 40 East, and running North 100 feet; thence Southwesterly to the Northwest corner of Lot 5 in said Section, Township and Range; thence run East to the point of beginning.
Also, all of Lot 5 in Section 1, Township 35 South, Range 40 East.
Also, the N½ of Lot 4, Section 1, Township 35 South, Range 40 East.
Also, all of Government Lot 3 of Section 1, Township 35 South, Range 40 East, containing 40 acres of land, more or less, according to Government survey of said land.

Excepting however from the last above described tract of land, a certain 5 acre parcel of land conveyed by Mrs. Dora H. Tuson to W. W. Brown on January 11, 1894, and filed October 30, 1897, and recorded in Deed Book DD, page 10, of the public records of Brevard County, Florida, which said 5 acre parcel of land is described as follows, to-wit:

Commencing at the Northeast corner of Lot 3, of Section 1, Township 35 South, Range 40 East, and running South 415 feet; thence west 525 feet; thence North 415 feet, thence East 525 feet to the point of beginning, containing 5 acres, more or less.

Commencing Three chains North of Southwest corner of Lot 2, of Section line dividing Sections 3 and 4 and running East to the right of way of the Florida East Coast Railway Co. on the South Boundary of the property formerly owned by A Y M Hogg, to the right of way of public highway as now located-- thence run North of the West boundary of Public Highway, a distance of 820 feet to the North boundary of land owned by George Ashby-- thence run West on North boundary of land formerly owned by George Ashby to Section line dividing Sections 3 and 4 and thence run South to point of beginning, all being in Section 3, Township 35 South, Range 40 East,-- and

Commencing on the South bank of Taylor's Creek where it is crossed by the Section line dividing Sections 3 & 4, Township 35 South, Range 40 East-- thence running South on said Section line 49 rods- thence West 75 rods- thence East meandering the bank of Taylor's creek to point of beginning; all being in Section 4, Township 35 South, Range 40 East.

And also the N½ of the S½ of the NE¼ of the NE¼ of Section 4, Township 35 South, Range 40 East.

Commencing at the Northwest corner of land sold to Alice Bell, described in Deed Book Y, page 82, records of Brevard County, Florida, run thence East to the Florida East Coast Railway right of way, thence North along said right of way to the South bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Johnider, in Deed Book P, page 230, Records of Brevard County, Florida, thence South along said Johnider's East line 320 ft, more or less to a point 20 feet due West of the point of beginning, thence East 20 feet to the point of beginning.

Beginning at the Northeast corner of the SW¼ of the NE¼ of Section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence East 990 feet, thence North 660 feet to the point of beginning, containing 15 acres, more or less.

And also the N½ of the N½ of the Northeast quarter (NE¼) of the Northeast quarter (NE¼) of Section 4, Township 35 South, Range 40 East.

The E½ of the NW¼ of the NE¼ of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida. Recorded Book 81, page 231, Records of St. Lucie County, Florida.

TO HAVE AND TO HOLD said described property unto said party of the second part, his heirs and assigns forever, as fully and absolutely as the said party of the first part, as Sheriff as aforesaid, can or should convey by virtue of said execution and the laws relating thereto.

IN WITNESS WHEREOF, the said party of the first part, as Sheriff as aforesaid, has hereunto set his hand and affixed his seal, this 7th. day of July A.D. 1937

W. A. Brown (seal)
Sheriff of St. Lucie County

Signed, sealed and delivered in presence of:
Estelle Clark
John Merritt

STATE OF FLORIDA,
ST. LUCIE COUNTY.

Personally appeared before me B. A. Brown, Sheriff, to me well known, and acknowledged the execution of the within deed for the purpose therein expressed.

WITNESS my hand and seal the 7th. day of July, 1937.

(Ct. Ct. seal)

W. R. Lott, Clerk Circuit Court
By W. C. Baggett, D. C.

Filed and recorded this the 14 day of July A.D. 1937 at 10:36 A.M.

(Ct. Ct. seal)

W. R. LOTT, CLERK CIRCUIT COURT
BY Jessie Hambleton D.C.

Record Verified

#9821

A F F I D A V I T

John C. Walker to Whom It May Concern

STATE OF FLORIDA)
BREVARD COUNTY) ss.

THE H & W B DREW COMPANY, A CORPORATION
-VS-
J. C. WALKER

TO WHOM IT MAY CONCERN:

Personally appeared before me the undersigned officer duly authorized by law administer oaths and take acknowledgments, J. C. WALKER, of Eau Gallie, Brevard County, Florida, who, being by me first duly sworn, deposes and on oath, says: That he is a resident of Brevard County, Florida, but formerly, up until about the year 1926 or 1927, lived and resided at Fort Pierce, St. Lucie County, Florida, where he was engaged in the practice of law; that while he resided at Fort Pierce, St. Lucie County, Florida, there was a civil suit brought against him, said deponent, in the Civil Court of Record of Duval County, Florida, said suit having been brought against him by The H. & W.B. Drew Company, a corporation of Jacksonville, Duval County, Florida, and a Final Judgment was obtained against him, said deponent, and filed of record in the office of the Clerk Circuit Court of St. Lucie County, Florida, in Foreign Judgment Book No. 1, page 431, the said judgment being for the amount of $110.55 damages, besides costs in the amount of $4.64; said judgment was obtained in said Court in Jacksonville, Florida, on June 22nd. 1926, numbered 15412, and a certified copy of same filed in the Clerk's Office in St. Lucie County, Florida, on July 3rd. 1926; that said judgment aforesaid was against him, the deponent, and was not against one J. C. WALKER, who is now living at Fort Pierce, Florida, and who was formerly doing business at Fort Pierce as Walker Chevrolet Company; that deponent's name is John C. Walker but is usually signed simply as J.C. Walker, while the J.C. Walker now residing at Fort Pierce Florida, is named Joseph C. Walker; that the lien of judgment, if any, obtained against me is not a lien or judgment against any property owned by the J.C. Walker now living at Fort Pierce.

The Deponent further swears that the said judgment was paid and satisfied to the Attorney for the Plaintiff and should be of record satisfied.

John C. Walker

(4)

On this day personally appeared before me, W.L.Sullivan to me well known and known to me to be the individual described in and who executed the foregoing Agreement, and acknowledged that he executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal, this 22nd day of August, A.D. 1938.

N.P.Seal

E.S.Willes
Notary Public, State of Florida at Large
My Commission Expires Jan.15,1939

Filed and recorded this 21st day of September, A.D.1938, at 10:03 A.M.

CIR.CT.SEAL

W.R.LOTT, CLERK CIRCUIT COURT.
BY Lucy Lee Smith D.C.

Record Verified

#11869

B.A.BROWN TO J.W.RAYNOLDS

SHERIFF'S DEED

THIS INDENTURE, Made this 7th day of July, in the year of our Lord one thousand nine hundred and thirty-seven, between B.A.Brown, Sheriff of St.Lucie County, State of Florida, of the first part; and J.W.Raynolds of the second part, whose permanent address is Pittsburg, County of , State of Pennsylvania.

WHEREAS, By virtue of a certain execution issued out of and under the seal of the Circuit Court for St.Lucie County aforesaid, tested the 5th day of June, A.D.1937, at the suit of J.W.Raynolds, plaintiff, against St.Lucie Securities Corporation, defendant, directed and delivered to the said Sheriff, commanding him, that of the goods and chattels, lands and tenements of said defendant, he cause to be made certain moneys in said execution specified, the said Sheriff did levy on and seize all the estate, right, title and interest which the said defendant had of, in and to the property hereinafter described; and on the first Monday in July A.D.1937, being the 5th day of the month, and a legal sale day, sold the said property at public auction in front of the Court House, in the City of Fort Pierce in said State and County, having first given public notice of the time and place of such sale, by advertising said property for sale, in manner and form as required by the statute in such case made and provided, in the Fort Pierce News Tribune, an official newspaper published in said Fort Pierce, in said County, for thirty days next preceding said day of sale; and that at such sale the said property was struck off to the said party of the second part, for the sum of Five hundred dollars and no ($500.00) cents, he being the highest bidder therefor, and, that being the highest sum bid for the same.

NOW THIS INDENTURE WITNESSETH, That the said party of the first part, as Sheriff as aforesaid, by virtue of the said execution, and in pursuance of the statute in such case made and provided, and in consideration of the sum of money so bid as aforesaid, and in hand paid to the said party of the first part by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said J.W.Raynolds, the said party of the second part, all the estate, right, title and interest, which the said defendant had on the 5th day of June, A.D.1937, or at any time afterwards, of, in and to all that certain real property in the County of St.Lucie, Florida, known and described as follows:

All of Government Lots 1 and 8 in Section 18, Township 35 South, Range 40 East, also all of Government Lots 1, 2, 3, and 4 of Section 7, Township 35 South, Range 41 East; lying and being in St.Lucie County, Florida. Except, however, the following described land in Surfside Subdivision, according to Plat of said Subdivision recorded in Plat Book 2, page 6, to-wit:

Lots 1, 2, 4, 5, 6, 10, 11, 12, 13, 14 and 15, Block 22;
Lots 7, 10, 12, 13 and 14, Block 13; Lot 18, Block 15;

Lots 5, 8, and 9, Block 21; Lots 1 and 2, Block 30;
Lot 1, Block "A", and Lot 1, Block 35.

Lot 23-- Block 29, Biltmore Subdivision, lying and being in St.Lucie County, Florida.

Lot 1 of Block 1 of Cortez Park, as per plat thereof filed in Plat Book 5, page 38.

Lot 21--Block 16--of the Assessors Map of the North Part of Fort Pierce, Florida, said Block 16 being original Block "K" of the Edgartown plat now incorporated in the City of Fort Pierce, Florida.

Also the South half of Lot 11 and all of Lots 12, 13, 14 and 15 of Fee's Subdivision as per plat thereof on file in Plat Book 4 at page 44 of the public records of St.Lucie County, Florida.

The South 550 feet of Lot 4 and the North 550 feet of Lot 5, all in Section 18, Township 35, South, Range 41 East.

Beginning at the Southeast corner of Lot 4, Section 1, Township 35 South, Range 40 east, and running North 100 feet; thence Southwesterly to the Northwest corner of Lot 5 in said Section, Township and Range; thence run East to the point of beginning.
Also, all of Lot 5 in Section 1, Township 35 South, Range 40 East.
Also, the N½ of Lot 9, Section 1, Township 35 South, Range 40 East,
Also, all of Government Lot 6 of Section 1, Township 35 South, Range 40 East, containing 40 acres of land, more or less, according to Government survey of said land.

Excepting however from the last above described tract of land, a certain 5 acre parcel of land conveyed by Mrs.Dora H.Tubbs to W.W.Brown on January 11, 1894, and filed October 20, 1897, and recorded in Deed Book DD, page 10, of the public records of Brevard County, Florida, which said 5 acre parcel of land is described as follows, to-wit:

Commencing at the Northeast corner of Lot 6, of Section 1, Township 35 South, Range 40 East, and running South 415 feet; thence West 585 feet;

DEED RECORD BOOK 83

thence North 415 feet; thence East 825 feet to the point of beginning, containing 5 acres, more or less.

Commencing Three chains North of Southwest corner of Lot 2 of Section line dividing Sections 3 and 4 and running East to the right of way of the Florida East Coast Railway Co. on the South Boundary of the property formerly owned by A.M. Hogg to the right of way of public highway as now located-- thence run North on the West boundary of Public Highway, a distance of 620 feet to the North boundary of land owned by George Ashby--thence run West on North boundary of land formerly owned by George Ashby to Section line dividing Sections 3 and 4 and thence run South to point of beginning, all being in Section 3, Township 35 South, Range 40 East,-- and

Commencing on the South bank of Taylor's Creek where it is crossed by the Section line dividing Sections 3 & 4, Township 35 South, Range 40 East-- thence running South on said Section line 49 rods-- thence West 75 rods--thence East meandering the bank of Taylor's creek to point of beginning-- all being in Section 4, Township 35 South, Range 40 East--

And also the N 1/2 of the S 1/2 of the NE 1/4 of the NE1/4 of Section 4, Township 35 South, Range 40 East.

Commencing at the Northwest corner of land sold to Alice Bell, described in Deed Book Y, Page 82, Records of Brevard County, Florida, run thence East to the Florida East Coast Railway right of way, thence North along said right of way to the South bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Schilder, in Deed Book P, page 236, Records of Brevard County, Florida, thence South along said Schilder's East line 580 ft, more or less to a point 20 feet due West of the point of beginning, thence East 20 feet to the point of beginning.

Beginning at the Northeast corner of the SW 1/4 of the NE1/4 of Section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence East 990 feet, thence North 660 feet to the point of beginning, containing 15 acres, more or less.

And also the N 1/2 of the N 1/2 of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of Section 4, Township 35 South, Range 40 East.

The E 1/2 of the NW 1/4 of the NE 1/4 of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, Recorded Book 81, page 221, Records of St. Lucie County, Florida.

TO HAVE AND TO HOLD said described property unto said party of the second part, his heirs and assigns forever, as fully and absolutely as the said party of the first part, as Sheriff as aforesaid, can or should convey by virtue of said execution and the laws relating thereto.
IN WITNESS WHEREOF, The said party of the first part, as Sheriff as aforesaid, has hereunto set his hand and affixed his seal, this 7th day of July, A.D. 1937.

B.A. Brown (SEAL)
Sheriff of St. Lucie County.

Signed, sealed and delivered in presence of:
Estelle Clark
John Merritt

(50¢ U.S. Documentary Stamp. cancelled)

STATE OF FLORIDA,
ST. LUCIE COUNTY.

Personally appeared before me B.A.Brown, Sheriff, to me well known, and acknowledged the execution of the within deed for the purpose therein expressed.

WITNESS my hand and seal the 7th day of July, 1937.

CIR.CT. SEAL

W.R.LOTT, CLERK CIRCUIT COURT,
BY W.C.Baggett, D.C.

Filed For Record this 14 Day of July, A.D.1937, at 10:38 A.M. and Recorded In Vol.90 At Page 555 of Deed Record and Verified.

W.R.LOTT, Clerk
By Jessie Hambleton
Deputy Clerk
ST.LUCIE COUNTY, FLORIDA

Filed and Recorded this 22nd day of September, A.D.1938, at 9:29 A.M.

CIR.CT. SEAL

W.R.LOTT, CLERK CIRCUIT COURT,
BY [signature] D.C.

DEED RECORD BOOK 83

#11887

M.A.SMITH, LIQUIDATOR TO S.F.ELLINOR

D E E D

THIS INDENTURE Made this 17th day of February, A.D.1934, by and between M.A.SMITH, as Liquidator of FORT PIERCE BANK, a Florida corporation, as party of the first part, and S.F.ELLINOR, whose permanent address is Fort Pierce County of St.Lucie, State of FLORIDA, party of the second part, WITNESSETH THAT:

WHEREAS, M.A.SMITH has been appointed as Liquidator of the FORT PIERCE BANK by the Honorable J.M.Lee, Comptroller of the State of Florida, under date of March 10, 1933, and

WHEREAS, the said M.A.SMITH, Liquidator as aforesaid, having contracted to sell certain real estate, the property of said FORT PIERCE BANK, lying and being in the County of ST.LUCIE, and more particularly hereinafter described, to the party of the second part for the sum of EIGHT HUNDRED AND NO/100 DOLLARS ($800.00), payable $200.00 in cash and the balance within one year secured by note for $600.00 with eight per cent interest per annum, due and payable in one year, said note to be secured by mortgage on property hereinafter described.

and the said M.A.Smith having reported the terms of said prospective sale to the Court of proper jurisdiction by a Petition, and the Court being fully advised of the conditions of said sale and satisfied that the terms thereof were fair and reasonable and that the conditions were such as the interest of said FORT PIERCE BANK required, and the Court having made an order, dated the 28th day of December, A.D.1933, approving the said sale to the party of the second part and authorizing the execution and delivery of a deed to the said party of the second part, conveying the real estate hereinafter described on the terms hereinbefore set forth.

NOW, THEREFORE, in consideration of the premises, the said party of the first part by these presences does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, his heirs and assigns forever, that certain property in the County of St.Lucie, State of Florida, more particularly described as follows, to wit:

Lots Four (4) and Five (5), Block Two (2) of Amy Anna Park, Addition to the City of

(5)

and assigns, as may reasonably be required; and that said grantors do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hands and seals of said grantors the day and year first above written.

C. W. Rinehart (Seal)

Signed, Sealed and Delivered in the Presence of: Sarah A. Rinehart (Seal)

C. R. Nottingham

Rose Anne McManus

The State of Florida,
County of ST. LUCIE.

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, C. W. Rinehart and Sarah A. Rinehart, to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed,

AND I FURTHER CERTIFY, That the said Sarah A. Rinehart, known to me to be the wife of the said C. W. Rinehart, on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort-Pierce, County of St. Lucie, and State of Florida, this 26th day of March, A. D. 1930.

Rose Anne McManus
Notary Public, State of Florida at Large.
My Commission expires Feb. 17, 1940.

(N. P. SEAL)

Filed and recorded this 1st day of April, A. D. 1930, at 8:13 A. M.

W. H. LOTT, CLERK CIRCUIT COURT,

(CIR. CT. SEAL) BY _____ D.C.

Record Verified

#11048

J.W.RAYNOLDS and wife TO RAYNOLDS PROPERTIES, INC.

SPECIAL WARRANTY DEED

THIS INDENTURE, Made this 14th day of February, A.D.1930, between J.W.Raynolds, joined by his wife, ELIZABETH WHITING RAYNOLDS, parties of the first part, and RAYNOLDS PROPERTIES, INC., a corporation organized and existing under the laws of the State of Florida, party of the second part,

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Ten Dollars and other valuable considerations, lawful money of the United States, to them in hand paid by the party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, its successors and assigns forever, all the following pieces, parcels or tracts of land, situate, lying and being in the County of St.Lucie and State of Florida, described as follows:

PARCEL "A":

All of Government Lots 1 and 2 in Section 18, Township 35 South, Range 40 East, also all of Government Lots, 1, 2, 3 and 4 of Section 7, Township 35 South, Range 41 East.

EXCEPT, however, the following described land in Surfside subdivision, according to plat of said subdivision recorded in Plat Book 2, page 6, public records of St. Lucie County, Florida, to-wit:

Lots 1, 2, 4, 5, 6, 10, 11, 12, 13, 14 and 15, Block 22;

Lots 7, 10, 12, 13 and 14, Block 13; Lot 18, Block 15;

Lots 8, 8 and 9, Block 21; Lots 1 and 2, Block 20; Lot 1, Block "A", and Lot 1, Block 35.

PARCEL "B":

Lot 23, Block 8W, Biltmore Subdivision, according to plat thereof recorded in the public records of St. Lucie County, Florida.

PARCEL " C ":

Lot 1, Block A, Cortez Park, as per plat thereof filed in Plat Book 5, page 38, public records of St. Lucie County, Florida.

($10.00 Florida Documentary Stamps Attached and cancelled)
($10.00 U.S. " " " " ")

PARCEL "D":

Lot 21, Block 16, of the Assessors Map of the North Part of Fort Pierce, Florida, said Block 16 being original Block "K" of the Edgartown plat now incorporated in the City of Fort Pierce, Florida.

PARCEL "E":

The South half of lot 11 and all of Lots 12, 13, 14 and 15 of Fee's Subdivision as per plat thereof on file in Plat Book 4 at page 44 of the public records of St. Lucie County, Florida.

PARCEL "F":

South 550 feet of Lot 4 and the North 550 feet of Lot 5, all in Section 18, Township 35 South, Range 41 East.

PARCEL "G":

Beginning at the Southeast corner of Lot 4, Section 1, Township 35 South, Range 40 East, and running North 100 feet; thence Southwesterly to the Northwest corner of Lot 5 in said section, Township and Range; thence run East to the point of beginning.

PARCEL "H":

All of Lot 5 in Section 1, Township 35 South, Range 40 East.

PARCEL "I":

The North half of Lot 9, in Section 1, Township 35 South, Range 40 East.

PARCEL "J":

All of Government Lot 6 of Section 1, Township 35 South, Range 40 East, containing 40 acres of land, more or less, according to Government survey of said land.

EXCEPT a certain 5 acre parcel of land conveyed by Mrs. Dora H. Tubbs to W. W. Brown on January 11, 1894, and filed October 20, 1897, and recorded in Deed Book DD, page 10, of the public records of Brevard County, Florida, which said 5 acre parcel of land is described as follows, to-wit: Commencing at the Northeast corner of Lot 6, of Section 1, Township 35 South, Range 40 East, and running South 415 feet; thence West 525 feet; thence North 415 feet; thence East 525 feet to the point of beginning, containing 5 acres, more or less.

PARCEL "K":

Commencing 3 chains North of Southwest corner of Lot 2 of Section line dividing Sections 3 and 4 and running East to the right of way of the Florida East Coast Railway Co. on the South boundary of the property formerly owned by AYW Hogg to the right of way of way of public highway as now located; thence run North on the West boundary of public highway, a distance of 620 feet to the North boundary of land owned by George Ashby; thence run West on North boundary of land formerly owned by George Ashby to section line dividing Sections 3 and 4 and thence run South to point of beginning, all being in Section 3, Township 35 South, Range 40 East.

PARCEL "L":

Begin at section line dividing Sections 3 and 4 and on the South bank of Taylor Creek, run South 49 rods West 40 rods North to Taylor Creek and East with the creek to point of beginning, all in Section 4, Township 35 South, Range 40 East.

PARCEL "M":

The North half of the South half of the Northeast quarter of the Northeast quarter of Section 4, Township 35 South, Range 40 East.

PARCEL "N":

Commencing at the Northwest corner of land sold to Alice Bell, described in Deed Book Y, page 88, of the public records of Brevard County, Florida, run thence East to the Florida East Coast Railway right of way, thence North along said right of way to the South bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Schilder by deed recorded in Deed Book P, page 236, of the public records of Brevard County, Florida, thence South along said Schilder's East line 520 feet, more or less, to a point 20 feet due West of the point of beginning, thence East 20 feet to point of beginning.

PARCEL "O"

Beginning at the Northeast corner of the Southwest quarter of the Northeast quarter of Section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence East 990 feet, thence North 660 feet to the point of beginning, containing 15 acres, more or less.

PARCEL "P":

The North half of the North half of the Northeast quarter of the Northeast quarter of

Section 4, Township 36 South, Range 40 East.

PARCEL "C":

The East Half of the Northwest quarter of the Northeast quarter of Section 4, Township 35 South, Range 40 East, as recorded in Book 81, page 221, of the public records of St.Lucie County, Florida.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and, also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the above described lands, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever.

AND the said parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant, promise and agree to and agree to and with the said party of the second part, its successors and assigns, that the said premises against the claim of all persons claiming or to claim by, throught or under the said parties of the first part only, they will forever warrant and defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, this the day and year first above written.

Signed, sealed and delivered in the presence of:

E. Ward Tillason

Walter M.Katz

J.W.RAYNOLDS (Seal)

Elizabeth Whiting Raynolds (Seal)

STATE OF PENNA)
) SS
COUNTY OF ALLEGHENY)

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J.W.RAYNOLDS and ELIZABETH WHITING RAYNOLDS, his wife, to me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said ELIZABETH WHITING RAYNOLDS known to me to be the wife of the said J.W.RAYNOLDS on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, or otherwise, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint or apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Pittsburgh Pa.County and State aforesaid, this 21st day of February, A.D.1938.

Edward Tillason

N.P.SEAL

Notary Public

My Commission Expires Jan.14,1939

Filed and recorded this 2nd day of April, A.D.1938, at 10:12 A.M.

CIR.CT. SEAL

W.R.LOTT, CLERK CIRCUIT COURT,

BY Allyson Trunk D.C.

Record Verified

#11052

J.W.HODGE ET UX TO RAYMOUND SAUNDERS

WARRANTY DEED

THIS INDENTURE, Made this 7th day of February, A.D.1938, BETWEEN J.W.Hodge and Della R.Hodge, his wife, of the County of St.Lucie and State of Florida, parties of the frist part, and Raymound Saunders, of the County of St.Lucie and State of Florida, party of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of $1.00 and other valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and vonveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part and his heirs and assigns forever, all that certain parcel of land lying and being in the County of St.Lucie, and State of Florida, more particularly described as follows:

Lots 4 and 5 of Block 2, "The Tropics"-Peter Robinson Subdivision of the W½ of the NE¼ of the SE¼ of Section 33, Township 35 South, Range 40 East, and also

Begin at the SE corner of the NW¼ of the SE¼ of Section 33, Township 35 South, Range 40 East, thence W.20 chains, more or less to the SW corner of said "40", thence run NE to the corner of said "40"; thence run S.20 chains more or less, to the point of beginning.

Begin at a point where South line of Lot 5, Block 2, of the Tropics Subdivision intersects the West boundary of Sunrise Boulevard, run Southerly along said Boulevard W.Right of Way line a distance of 30.95 feet, thence run due West a distance of 236.86 feet, thence due North 310 feet, thence due East 150 feet to N.W.Corner of Lot 1, Block 2, The Tropics Subdivision, thence due South 280 feet thence East to point of Beginning, containing 1 acre, more or less.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises; that they are free from all incumbrances and that they have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the

(6)

Special
Form 6 Florida WARRANTY DEED.

BOOK 156 PAGE 84

TUTTLANX REGISTERED U.S PAT OFFICE
Tuttle Law Print, Publishers, Rutland, Vt

This Indenture

Made this 5th *day of* December *A. D. 19* 44

Between George S. Backus, a single man,

of the County of St. Lucie *and State of* Florida *party of the first part, and*

Raynolds Properties, Inc., a Florida corporation, having its principal place of business at Fort Pierce,

of the County of Saint Lucie *and State of* Florida *party of the second part,*

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* One($1.00)Dollar and other valuable considerations ~~XXXXX~~ Dollars, *to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents do es grant, bargain, sell and transfer unto the said party of the second part and its successors ~~XXXX~~ and assigns forever, all that certain parcel of land lying and being in the County of* St. Lucie, *and State of Florida, more particularly described as follows:*

Beg at NW cor of Gov Lot 2, run S to a stake 198 ft N of S line of Lot 2, E to Dixie Hway, Nly to N line of Lot 2, W to beg. Sec. 3 T. 35 S, R. 40 E. 37 Acres.

Excepting therefrom the following described tract of land:

All that certain lot, tract or parcel of land situate, lying and being in Government Lots 1 and 2 of Section 3, Township 35 South, Range 40 East, bounded as follows: On the north by Taylor Creek, on the east by what is known as the Old Dixie Highway or State Road No. 140, on the south by a line running east and west 198 feet north of the south line of said Government Lot 2 and on the west by what is known as the New Dixie Highway or U. S. Highway No. 1.

Together *with all the tenements, hereditaments and appurtenances; with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.*

To Have and to Hold *the same in fee simple forever.*

And the said party of the first part do es covenant with the said party of the second part that he is *lawfully seized of the said premises, that they are free from all incumbrances and that* he has *good right and lawful authority to sell the same; and the said party of the first part do es hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever,* claiming or to claim by, through or under said party of the first part.

In Witness Whereof, *the said party of the first part has hereunto set* his *hand and seal the day and year above written.*

Signed, Sealed and Delivered in Our Presence:

William Sample — George S Backus
Mildred C. Walker

State of Florida, BOOK 156 PAGE 85

County of St. Lucie

I HEREBY CERTIFY, *That on this* 5th *day of* December *A. D. 19*44, *before me personally appeared*

George S. Backus, a single man,

to me known to be the person described in and who executed the foregoing conveyance to

and severally acknowledged the execution thereof to be his *free act and deed for the uses and purposes therein mentioned;* ~~*and the said*~~ ~~*the wife of the said*~~ ~~*on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed of Conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said husband.*

WITNESS *my signature and official seal at* Fort Pierce *in the County of* St. Lucie *and State of Florida, the day and year last aforesaid.*

Wallace Sample

My Commission Expires 5-8-45 *Notary Public*, State of Florida at Large.

NOTARY PUBLIC, STATE of FLORIDA at LARGE
My Commission Expires May 8, 1945

FRANK FEE
ATTORNEY
STATE OF FLORIDA

Warranty Deed

George S. Backus, a single man,

TO

Raynolds Properties, Inc.

Date December 5, 1944

ABSTRACT OF DESCRIPTION

#11,555

STATE OF FLORIDA,
County of St. Lucie

On this 11th *day of* April *A. D. 1950, at* 9:53 *o'clock* A.M., *this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages* 84-85 *of Book* 156 *in the public records of said County.*

In Witness Whereof, *I have hereunto set my hand and affixed the seal of the Circuit Court of the* Ninth *Judicial Circuit of said State, in and for said County.*

Raymond E. Ford Clerk.
By Ada L. Lyne D.C.

FILED
W. R. LOTT C.C.C.
ST. LUCIE COUNTY, FLA.
9:53
APR 11 1950 AM

(7)

BOOK 156 PAGE 105

Quit-Claim Deed

This Deed, *Executed this* 7th *day of* April *, A. D. 19* 50*, by*

J. M. Sample and Margaret W. Sample, his wife

of the County of St. Lucie *and State of* Florida

part ies of the first part, and Reynolds Properties, Inc., a corporation organized and existing under the laws of the State of Florida with a place of business in

of the County of St. Lucie *and State of* Florida

part y of the second part,

Witnesseth, *That the said part of the first part, for and in consideration of the sum of*

- - - - - - - - - - Ten - - - - - - - - - - *Dollars,*

in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, ha ve remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part, and its heirs, successors and assigns forever, the following described lot , piece or parcel of land, situate, lying and being in the County of St. Lucie *, State of* Florida *, to-wit:*

Beginning at Northwest corner of Government Lot 2, run South to a stake 1.3 rods East of South line of Lot 2, East to stake 1 rod West of Northerly to North line of Lot 2, West to beginning, in Section 3, Township 35 South, range 40 East.

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part y of the second part, its heirs, successors and assigns forever.*

In Witness Whereof, *The said parties of the first part ha ve hereunto set their hand s and seal s the day and year first above written.*

Signed, sealed and delivered in presence of

Florence C. Baird — J. M. Sample (L.S.)

Florence Lee — Margaret W. Sample (L.S.)

Order: 6135382 Deeds
Doc: FLSTLU:RDED 156-00105

Requested By: eklempert. Printed: 12/23/2016 11:37 AM

State of Florida
County of St. Lucie

I Hereby Certify, *That on this day before me, an officer duly authorized to take acknowledgments, personally appeared* J. M. Sample and Margaret W. Sample, his wife

to me well known to be the individual s described in and who executed the foregoing instrument and they *acknowledged before me that* they *executed the same.*

And I Further Certify, *That the said* Margaret W. Sample

known to me to be the wife of the said J. M. Sample *on a separate and private examination, taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.*

Witness *my hand and official seal at*

County of St. Lucie *and State of* Florida

this 13 *day of* April *A. D. 19*5

Marjorie C. Baird
Notary Public State of Florida
at Large
My commission expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Branch to Lucie

Quit-Claim Deed

11,581

From

To

Dated 19

State of Florida,
County of ST. LUCIE

On this 13 day of April A. D. 1950, at 11:17 o'clock A m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 105-106 of Book 156 in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the NINTH Judicial Circuit of said State, in and for said County.

RAYMOND E. FORD Clerk.

By Joyce Pritchard D. C.

(Sd) The H. & W. E. Drew Company, Jacksonville, Florida.

CIRCUIT COURT ST. LUCIE

FILED
M. R. LOTT C.C.C.
ST. LUCIE COUNTY, FLA.
11:17
APR 13 1950 AM

(8)

DEED

THIS INDENTURE made this 14th day of April, 1950 between K. L. Scott, T. P. Goodbody, J. E. Harris, Axel Hallstrom, and Frank M. Upton, as trustees for St. Lucie Securities Corporation a dissolved corporation, by M. A. Ramsey, their duly appointed agent and Attorney-in-Fact by resolution of said trustees, adopted at a duly called meeting thereof on December 18, 1936, a certified copy of said resolution being hereunto attached and made a part hereof, parties of the first part and Raynolds Properties, Inc., a Florida corporation, whose mailing address is P. O. Box 716, Fort Pierce, St. Lucie County, Florida, party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations to them in hand paid, the receipt thereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey and confirm unto the said party of the second part and its successors and assigns forever, all those certain parcels of land lying and being in the County of St. Lucie and State of Florida, more particularly described as follows:

Lot 23, Block 29, Biltmore Subdivision, lying and being in St. Lucie County, Florida.

Lot 21, Block 16, of the Assessors Map of the North Part of Fort Pierce, Florida, said Block 16 being original Block "k" of the Edgartown plat now incorporated in the City of Fort Pierce, Florida.

Also the South half of Lot 11 and all of Lots 12, 13, 14, and 15 of Fee's subdivision as per plat thereof on file in Plat Book 4 at page 44 of the Public records of St. Lucie County, Florida.

All of Government Lots 1 and 2 in Section 12, Township 35 South, Range 40 East; Also all of Government Lots 1, 2, 3, and 4 of Section 7, Township 35 South, Range 41 East, lying and being in St. Lucie County, Florida.

Except, however, the following described land in Surfside Subdivision, according to Plat of said Subdivision recorded in Plat Book 2, page 6, to-wit:

Lots 1, 2, 4, 5, 6, 10, 11, 12, 13, 14 and 15; Block 22; Lots 7, 10, 12, 13, and 14, Block 13; Lot 18, Block 15; Lots 5, 8 and 9, Block 21; Lots 1 and 2, Block 20; Lot 1, Block "A", and Lot 1, Block 35.

The South 550 feet of Lot 4 and the North 550 feet of Lot 5, all in Section 18, Township 35 South, Range 41 East.

Beginning at the Southeast corner of Lot 4, Section 1, Township 35 South, Range 40 East, and running North 100 feet; thence Southwesterly to the Northwest corner of Lot 5 in said Section, Township and Range; thence run East to the point of beginning.

Lot 5 in Section 1, Township 35 South, Range 40 East.

The N½ of Lot 9, Section 1, Township 35 South, Range 40 East.

Lot 6 of Section 1, Township 35 South, Range 40 East, containing 40 acres of land, more or less, according to Government survey of said land.

EXCEPTING however from the last above described tract of land, a certain 5 acre parcel of land conveyed by Mrs. Dora H. Tubbs to W. W. Brown on January 11, 1894, and filed October 20, 1897, and recorded in Deed Book D. D. page 10, of the public records of Brevard County, Florida, which said 5 acre parcel of land is described as follows; to-wit:

Commencing at the Northeast corner of Lot 6 of Section 1, Township 35 South, Range 40 East, and running South 415 feet; thence West 525 feet; thence North 415 feet; thence East 525 feet to the point of beginning, containing 5 acres, more or less.

Commencing three chains North of South west corner of Lot 2 on Section line dividing Sections 3 and 4 and running East to the right of way of the Florida East Coast Railway Co. on the South boundary of the property formerly owned by A Y W Hogg to the right of way of public highway as now located; thence run North on the West boundary of Public Highway, a distance of 620 feet to the North boundary of land owned by George Ashby; thence run West on North boundary of land formerly owned by George Ashby to Section line dividing Sections 3 and 4; and thence run South to point of beginning, all being in Section 3, Township 35 South, Range 40 East, -and

Commencing on the South bank of Taylor's Creek where it is crossed by the Section line dividing Sections 3 and 4, Township 35 South, Range 40 East; Thence run South on said Section line 49 rods; Thence run West 75 rods; Thence East meandering the bank of Taylor's creek to a point of beginning; all being in Section 4, Township 35 South, Range 40 East.

The N½ of the S½ of the NE¼ of the NE¼ of Section 4, Township 35 South, Range 40 East.

Commencing at the Northwest corner of land sold to Alice Bell, described in Deed Book Y, page 82, records of Brevard County, Florida, run thence East to the Florida East Coast Railway right of way; Thence North along said right of way to the South Bank of Taylor's Creek; Thence Westerly along South bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Schilder by deed recorded in Deed Book P, page 236 Records of Brevard County, Florida; Thence South along said Schilder's East line 520 feet, more or less to a point 20 feet due West of the point of beginning; Thence East 20 feet to the point of beginning.

Beginning at the Northeast corner of the SW¼ of the NE¼ of section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence East 990 feet, thence North 660 feet to the Point of beginning, containing 15 acres, more or less.

The N½ of the N½ of the NE¼ of the NE¼ of Section 4, Township 35 South, Range 40 East.

The E½ of the NW¼ of the NE¼ of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written

K. L. Scott LS

T. P. Goodbody LS

J. E. Harris LS

Axel Hallstrom LS

Frank M. Upton LS

As trustees for St. Lucie Securities Corporation

BY:

Wm A Ramsey LS

Their duly appointed agent and Attorney-in-Fact

SEAL ST. LUCIE SECURITIES CORPORATION FORT PIERCE, FLORIDA

Signed, Sealed and delivered in our presence:

Barbara Blanford

Frank Fee

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY, that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared K. L. Scott, T. P. Goodbody, J. E. Harris, Axel Hallstrom, and Frank M. Upton, as trustees for St. Lucie Securities Corporation, a dissolved corporation, by M. A. Ramsey, their duly appointed agent and Attorney-in-Fact, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of April, 1950.

Frank Lee
Notary Public in and for the State of Florida at Large.

My Commission expires: 9 5th day of Jan. 1954.

SPECIAL MEETING OF TRUSTEES OF ST. LUCIE SECURITIES CORPORATION HELD AT 208 ORANGE AVENUE, 10:00 A.M., FRIDAY, DECEMBER 18, 1936.

Meeting was called to order and presided over by John E. Harris pro tem.

Trustees present:

Harris, John E.
Hallstrom, Axel
Scott, K. L.

constituted a quorum.

Board was advised by Attorney J. M. Sample that this Corporation had been dissolved by executive order, and could no longer function as a corporation. Mr. Sample explained in detail the necessity of appointing trustees so that the affairs of this Corporation could be liquidated in proper condition.

Moved by Mr. Scott, seconded by Mr. Hallstrom and unanimously carried, that the following resolution be passed:

WHEREAS the St. Lucie Securities Corporation, a Florida corporation, was dissolved on the 14th day of September, 1936, by Executive Order; and

WHEREAS, under the law, the directors of said dissolved corporation became the Trustees for the liquidation and final winding up of the business of said corporation; and

WHEREAS the trustees, not living in any one community and widely separated, and in the opinion of the trustees, it is necessary that some positive action be taken for the liquidation and winding up of the assets of said St. Lucie Securities Corporation,

BE IT HEREBY RESOLVED That M. A. Ramsey be, and is hereby appointed as agent with full authority to act for and on behalf of the Trustees of the St. Lucie Securities Corporation. That M. A. Ramsey is empowered to act in full for said trustees to receive and disburse monies of the Corporation, act as its agent for the trustees in the transaction of its business, employ and discharge counsel, liquidate and adjust the assets held by this Corporation, and to the best of his ability carry on in the name of the trustees the affairs of said corporation.

There being no further business, the meeting adjourned.

J. E. Harris
K. L. Scott

Order: 6135382 Deeds
Doc. FLSTLU:RDED 158-00145
Requested By: eldempert, Printed: 12/23/2016 11:37 AM
Page 1 of 2

December 8, 1936

NOTICE

DIRECTORS, ST. LUCIE SECURITIES CORPORATION

Be advised that there will be held a meeting of the Directors of the St. Lucie Securities Corporation in their capacity as Trustees, at 10:00 a.m., Friday, December 18, 1936, at 208 Orange Avenue, Fort Pierce, Florida, for the purpose of appointing a resident agent to carry on the business of this Corporation.

J. E. Harris
Director

Director

Order: 6135382 Deeds
Doc: FLSTLU:RDED 156-00145
Requested By: eldempert, Printed: 12/23/2016 11:37 AM

[redacted]

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

Personally appeared before me, Violet Gustafson, who being duly sworn, says that she is Secretary to Mr. M. A. Ramsey in the office of the Fort Pierce Financing & Construction Company, and that she mailed a copy of the letter hereto attached, to each individual named as a director in the list of directors hereto attached, plainly addressed with sufficient postage thereto affixed, on the 10th day of December, A. D. 1936, at the post office of Fort Pierce, St. Lucie County, Florida.

Violet Gustafson

SWORN TO and SUBSCRIBED before me this 11 day of December, A. D. 1936.

Marguerite Guettler

Notary Public, State of Florida at Large
My Commission Expires May 20, 1940

LIST OF DIRECTORS

ST. LUCIE SECURITIES CORPORATION

[redacted]

Upton, Frank M.
Harris, J. E.
Scott, K. L.
Hallstrom, [illegible]
Gendrey, [illegible]

Order: 6135382 Deeds
Doc: FLSTLU:RDED 156-00145
Requested By: Kempert, Printed: 12/23/2016 11:37 AM

Clerk File No. 116246 Filed
in the office of the Clerk of the Circuit
Court of St. Lucie County, Florida on the
14 Day of April A.D.
19 56 at 4:15 o'clock PM and
recorded in Deed Book
No. 156 pages 145 153 and
record verified.
RAYMOND E. FORD, Clerk
Circuit Court St. Lucie County, Florida
By [signature] D.C.

APR 14 1956 PM

FRANK FEE
ATTORNEY AT LAW
FORT PIERCE, FLORIDA

(9)

WARRANTY DEED
FROM CORPORATION

DREW'S FORM R. E. 52

Manufactured by The H. & W. B. Drew Company
Jacksonville, Florida

BOOK 156 PAGE 215

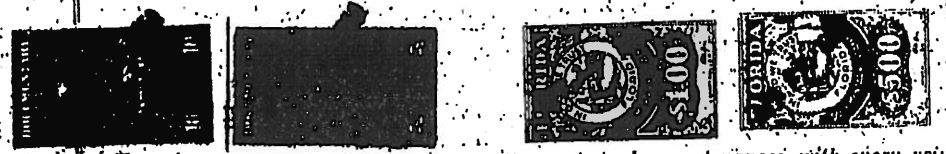
This Indenture,

Made this 13th day of April, A. D. 19 50,

Between RAYNOLD'S PROPERTIES, INC., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Saint Lucie and State of Florida party of the first part, and Fon M. Johnson of the County of Saint Lucie and State of Florida party of the second part, **Witnesseth,** That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and his heirs and assigns forever, all that certain parcel of land lying and being in the County of Saint Lucie and State of Florida, more particularly described as follows:

That part of the North 400 feet of the South 598 feet of Government Lot 2, of Section 7, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1.

Subject to 1950 taxes.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining: **To Have and To Hold** the same in fee simple forever.

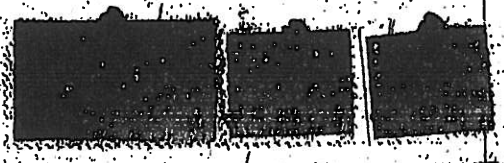
And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Asst. Secretary-Treas the day and year above written.

RAYNOLDS PROPERTIES, INC.

Attest: Assistant Secretary-Treasurer By: Vice-President.

Signed, Sealed and Delivered in Our Presence:



Order: 6135382 Deeds
Doc: FLSTLU:RDED 156-00215

Requested By: eklempert, Printed: 12/23/2016 11:37 AM

State of FLORIDA
County of SAINT LUCIE

BOOK 156 PAGE 216

APR 19 1950

I Hereby Certify, *That on this* 19th *day of* April *A. D.* 19 50

before me personally appeared G. C. Hardie, Assistant Secretary-Treasurer

~~xxxx~~ ~~xxxxxxxxxxxxxxxxxxxxxxxx~~

of Raynolds Properties, Inc. *a corporation under the laws of the State of* Florida *to me known to be* one of *the individuals and officers described in and who executed the foregoing conveyance to* Fon M. Johnson *and* he ~~xxxxxxx~~ *acknowledged the execution thereof to be* his ~~xxxx~~ *free act, and deed as such officer~~x~~ thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.*

Witness *my signature and official seal at* Fort Pierce *in the County of* Saint Lucie *and State of* Florida *the day and year last aforesaid.*

Barbara Ernst Blandford
Notary Public State of Florida
At Large

Notary Public State of Florida at Large.
My commission expires September 11, 1950.
Bonded by American Surety Co. of N. Y.

My Commission expires on the day of *A. D.* 19

BARBARA ERNST NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Summer & Summer Cty

DREW'S FORM R. E. 33

Warranty Deed

FROM CORPORATION

To

16694

Date

Abstract of Description

State of Florida,
County of ST. LUCIE

On this 19th day of April A. D. 1950, at 4:49 o'clock P. m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 215-216 of Book 156 in the public records of said County.

In Witness Whereof, *I have hereunto set my hand and affixed the seal of the Circuit Court of the* NINTH *Judicial Circuit of said State, in and for said County.*

RAYMOND E. FORD Clerk
Roger Forbes D.C.

(R) The H. & W. B. Drew Company, Jacksonville, Florida.

Date 16-
Fee 19.60

STATE OF NEW YORK COUNTY OF
I HEREBY CERTIFY that on this 18th day of April, 1950, before me personally appeared A. F. KITCHEL, Vice-president of RAYNOLDS PROPERTIES, INC., a corporation under the laws of the State of Florida, to me known to be one of the individuals and officers described in and who executed the foregoing conveyance to Fon M. Johnson and he acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto and that said conveyance is the act and deed of said corporation. WITNESS my signature and official seal at New York, County of New York, State of New York, the day and year last aforesaid.

George D. Buck
Notary Public in and for State and County aforesaid.

My commission expires:

GEORGE D. BUCK
NOTARY PUBLIC, STATE OF NEW YORK
No. 41-5505900
Qualified in Queens County
Certs. filed with N. Y. and Kings Co. Clerks,
Queens, N. Y. and Kings Co. Registers
Term expires March 30, 1952

GEORGE D. BUCK NOTARY PUBLIC STATE OF NEW YORK

(10)

O.R. Book 2 252

ST. LUCIE COUNTY, FLA.

RIGHT OF WAY DEED

THIS INDENTURE, Made this 25th day of August, 1960, between CHARLES F. HOVEY and ANITA C. HOVEY, his wife, ELIZABETH H. MORSS, joined by her husband, SHERMAN MORSS, and CHANDLER HOVEY, JR., ~~and~~ ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ ~~xxxxx~~ parties of the first part, and CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation, party of the second part,

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell to said party of the second part, its successors and assigns, the following described property, located in St. Lucie County, Florida, to-wit:

A strip of land 40 feet in width, contiguous to and south of the following described centerline of proposed street:

From the Southwest corner of the ~~nw¼~~ of Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, run North 0 deb.-06 min.-19 sec. West, along the west line of said Section 3, 598.0 feet to the Point of Beginning of the following described centerline of proposed street (Avenue 'O');

From said Point of Beginning run South 89 deb.-49 min. -49 sec. East, along common property boundary between C. S. Hovey, et al, and Binney Properties, Inc., and along the centerline of said proposed street, 885.22 feet to an angle point; thence North 63 deb.-01 min. -42 sec. East, 80 feet to the west right-of-way line of U. S. Highway No. 1; Containing 0.89 acres.

This Deed is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right of way and easement in and to said

LAW OFFICE
J. M. SAMPLE
211 SOUTH SECOND STREET
FORT PIERCE, FLA.

O.R. BOOK 2 253

ST. LUCIE COUNTY, FLA.

lands for public street purposes, and is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned as a public street, the title to the same shall thereupon revert to and revest in the parties of the first part, their heirs or assigns.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Charles F Hovey (SEAL)

Anita C. Hovey (SEAL)

(SEAL)

(SEAL)

Elizabeth H. Morss (SEAL)

Sherman Morss (SEAL)

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared CHARLES F. HOVEY and ANITA C. HOVEY, his wife, ~~ELIZABETH H. MORSS, joined by her husband, _____, and CHANDLER HOVEY, JR., and _____, his wife,~~ to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ~~25th~~ 10th day of ~~August~~ October, A. D. 1960.

Samuel G. King
Notary Public.

Samuel G. King, Notary Public
My Commission expires Dec. 3, 1965

LAW OFFICE
J. M. SAMPLE
311 SOUTH SECOND STREET
FORT PIERCE, FLA.

O.R. BOOK 2 254

ST. LUCIE COUNTY, FLA.

STATE OF MASSACHUSETTS

COUNTY OF ESSEX

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared ELIZABETH H. MORSS, joined by her husband, SHERMAN MORSS, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official in the County and State last aforesaid this 30th day of August, A. D. 1960.

John B. Riegelsen

Notary Public.

My commission expires May 27, 1961.

STATE OF NEW YORK

COUNTY OF NEW YORK

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared CHANDLER HOVEY, JR., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of August, A. D. 1960.

Elsie M. Gillard

Notary Public.

ELSIE M. GILLARD
NOTARY PUBLIC, State of New York
No. 41-1433800
Qualified in Queens County
Certificates filed in N. Y. County
Term expires March 30, 1961

91632

FILED AND RECORDED
IN Official Rec BOOK
1961 JAN 19 PM 3:24
ROGER POITRAS, CLERK
ST. LUCIE COUNTY, FLORIDA

(11)

O.R. BOOK 2 247
ST. LUCIE COUNTY, FLA.

RIGHT OF WAY DEED

THIS INDENTURE, made this 1st day of September 1960, between BINNEY PROPERTIES, INC., a Florida corporation, party of the first part, and CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, to it in hand paid by party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, and sell to said party of the second part, its successors and assigns, the following described property, located in St. Lucie County, Florida, to wit:

A strip of land 40 feet in width, contiguous to and north of the following described centerline of proposed street:

From the Southwest corner of the NW 1/4 of Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, run North 0 deg.-06 min.-19 sec. West, along the west line of said Section 3, 598.0 feet to the Point of Beginning of the following described centerline of proposed street (Avenue 'O'):

From said Point of Beginning run South 89 deg.-49 min.-49 sec. East, along common property boundary between Binney Properties, Inc. and C. S. Hovey, et al, and along the centerline of said proposed street, 885.22 feet to an angle point; thence North 63 deg.-01 min.-42 sec. East, 80 feet to the west right of way line of U. S. Highway No. 1; Containing 0.89 acres.

This Deed is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right of way and easement in and to said lands for public street purposes, and is made, executed and delivered with the express under-

standing and condition that should the same ever be discontinued or abandoned as a public street, the title to the same shall thereupon revert and revest in the party of the first part, its successors or assigns.

IN WITNESS WHEREOF, the said corporation 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 mentioned.

Signed, sealed and delivered in the presence of:

Doris [illegible] Wagner

Anne B. Groome

BINNEY PROPERTIES, INC.

By Arthur E. Roberts
Its Vice President

ATTEST:

[illegible]
Its Assistant Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK

I HEREBY CERTIFY that on this 1 day of Sept., A. D. 1960, before me personally appeared ARTHUR E. ROBERTS, as Vice President of BINNEY PROPERTIES, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at New York N.Y. said County and State.

Raymond L. Corso
Notary Public in and for said County and State aforesaid.

My Commission Expires:

RAYMOND L. CORSO
NOTARY PUBLIC, STATE OF NEW YORK
No. 41-[illegible]
Qualified in Queens County
Cert. filed with New York Co. Clerk
Term expires March 30, 1962

O.R. BOOK 2 249

ST. LUCIE COUNTY, FLA.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this 6th day of Septmber, 1960 before me personally appeared C. G. HARDIE, as Assistant Secretary-[redacted] of BINNEY PROPERTIES, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Fort Pierce, said County and State.

Notary Public, State of Florida at large.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1962
Bonded by American Surety Co. of N. Y.

91630
FILED AND RECORDED
IN Misc Rec BOOK
1961 JAN 19 PM 3:24
ROGER POITRAS, CLERK
ST. LUCIE COUNTY, FLORIDA ap

(12)

BOOK 176 PAGE 1

THIS DEED OF CONVEYANCE made and entered into this the 16th day of May, 1952, by and between FON M. JOHNSON, party of the first part, and NORA JOHNSON, party of the second part.

W I T N E S S E T H:

THAT for and in consideration of the sum of One ($1.00) Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the party of the first part has bargained, sold, granted and conveys and by these presents does bargain, sell, grant and convey unto the party of the second part, her heirs and assigns, forever, the following described property, to-wit:

"Being that certain real estate situate in Lucie County, Florida, and more particularly described as follows:

"That part of the North 400 feet of the South 598 feet of Government Lot 2 of Section 7, township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1."

Being the same property conveyed to Fon M. Johnson, party of the first part from Raynolds Properties Inc. by deed dated the 19 day of April, 1950, and entered in Deed Book 156, at page 215-216, St. Lucie County Fla. records, being the same property of the Binder Agreement made by and between Raynolds Properties Inc., Florida Corporation, and Fon M. Johnson, dated February 7, 1950, and being subject to the same conditions, stipulations and agreements set forth in said Binder Agreement.

Said party of the first part, Fon M. Johnson, hereby covenants that he has paid all of said contract and toward the purchase of said property the sum of $8000.00 dollars and that there remains unpaid the sum of $8000.00 dollars and

Order: 6135382 Deeds
Doc: FLSTLU:RDED 176-00001
Page 1 of 2
Requested By: eklempert, Printed: 12/23/2016 11:37 AM

no more. It is understood and agreed that said party of the second part is to assume and agrees to pay and perform all other conditions set forth in said agreement which were required to perform by Fon M. Johnson, party of the first part.

TO HAVE AND TO HOLD the above described property with all appurtenances thereunto belonging unto the party of the second part, her heirs assings forever, with covenant of General Warranty.

IN TESTIMONY THEREOF witness the signature of the party of the first part this day and year first above written.

Fon M. Johnson

STATE OF Virginia

COUNTY OF Wythe

I, David M. Johnson a Notary Public, in and for the county and state aforesaid, do hereby certify that personally appeared before me the party of the firstpart, Fon M. Johnson, and acknowledged and signed the fore oing deed to be his free and voluntary act and deed.

Witness my hand this the 6th day of May, 1952.

David M. Johnson
Notary Public

My commission expires the 10th day of June, 1952.

Filed for record the 11 day of Sept 1952 and duly recorded in book and page indicated above.

W.C. Boggess
Clerk Circuit Court
By Lucille M. Reeves D.C.

(13)

WARRANTY DEED

DREW'S FORM R. E. 4 Manufactured and for sale by The E. A. W. R. Drew Company Jacksonville, Florida

BOOK 176 PAGE 273

This Indenture, *Made this* 11th *day of* September *A. D. 1952*

Between RON M. JOHNSON and NORA JOHNSON, his wife,

of the County of Saint Lucie, *and State of* Florida *part ies of the first part, and* DOUGLAS E. MULLINS Fort Pierce, *whose mailing address is* Orange Ave RR 2

of the County of Saint Lucie *and State of* Florida

part y of the second part, **Witnesseth,** *that the said parties of the first part, for and in consideration of the sum of* ---Ten and No/100----- *Dollars, and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, ha ve granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part y of the second part and his heirs and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie and State of Florida more particularly described as follows:*

That part of the North 400 feet of the South 598 feet of Government Lot 2 of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1.

This deed is given subject to a mortgage to Fort Pierce Financing and Construction Company, in the amount of $7,690.67.

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:* **To Have and to Hold** *the same in fee simple forever.*

And the said part ies of the first part do covenant with the said part y of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that they have good right and lawful authority to sell the same; and the said part ies of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said parties of the first part ha ve hereunto set their hands and seal s the day and year above written.*

Signed, sealed and delivered in our presence:

M K Melton
E Stevenson

Jon M Johnson L.S.
Nora Johnson L.S.
L.S.
L.S.

BOOK 176 PAGE 274

State of Florida,

County of SAINT LUCIE

I Hereby Certify, *That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared*

FON M. JOHNSON and NORA JOHNSON, his wife,

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they *acknowledged then and there before me that* they *executed said deed.*

And I Further Certify, *That the said* NORA JOHNSON *known to me to be the wife of the said* FON M. JOHNSON *on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.*

Witness *my hand and official seal this* 11th *day of* September *A. D. 1952*

E. C. Sumner

NOTARY PUBLIC, State of Florida at Large.

My commission expires 4th *day of* July *A. D. 1953*

E. C. SUMNER NOTARY PUBLIC STATE OF FLORIDA AT LARGE

700 acres
776 U.S.

Warranty Deed

DREW & FORM R. E. 4

24816

To

Date

Abstract of Description

State of Florida,
County of

On this day of A. D. 19 at o'clock m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages of Book in the public records of said County.

In Witness Whereof, *I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County.*

Clerk.

D. C.

The H. & W. B. Drew Company, Jacksonville, Florida.

Clerk File No. 24816 Filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 1st Day of October A.D. 1952 at 1:04 o'clock PM and recorded in Deed Book No. 176 pages 273-274 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida

By [signature]

FILED
W. C. BAGGETT, C.C.C.
ST. LUCIE COUNTY, FLA.
1:04
OCT 1 1952 PM

(14)

QUIT-CLAIM DEED FROM CORPORATION — DIXEY'S FORMS R. R. 43 — Manufactured and for sale by The H. & W. B. Drew Company, Jacksonville, Florida

BOOK 201 PAGE 209

This Indenture

Made this 5th day of May A. D. 19 55.

Between FORT PIERCE PROPERTIES, INC., formerly FORT PIERCE FINANCING AND CONSTRUCTION COMPANY, a corporation existing under the laws of the State of Florida, party of the first part, and DOUGLAS E. MULLINS of the County of St. Lucie and State of Florida, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten- - - -

BOOK 201 PAGE 210

State of FLORIDA
County of ST. LUCIE } ss.

I, the undersigned officer duly authorized to take and certify acknowledgments of deeds in said State and County, hereby certify that before me came FRANK FEE and OPAL CHILDERS as Vice-president and Assistant Secretary & Treasurer of the Fort Pierce Properties, Inc. a corporation under the laws of the State of Florida; that said persons so appearing before me are the individuals and the officers aforenamed of said corporation described in and who executed the foregoing deed; and that then and there said individuals as said officers acknowledged before me that the seal affixed to said deed is the corporate seal of said corporation, that their names officially are by them respectively subscribed thereto, that said deed was signed, sealed and delivered by said corporation in the presence of two subscribing witnesses pursuant to law, and that the same is the free act and deed of said corporation.

Witness my signature and official seal at Fort Pierce in the County of St. Lucie and State of Florida this the 5th day of May 1955

B. A. Bittan (Seal)

Bonded by American Surety Co. of N. Y.

Quit-Claim Deed
FROM CORPORATION

From
FORT PIERCE PROPERTIES INC.

To
DOUGLAS E. MULLINS

Dated May 5th, 1955

Clerk File No. 40603 Filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 10th Day of May A. D. 1955 at 3:15 o'clock PM and recorded in Deed Book No. 201 pages 209-210 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Irene B. Cyr D. C.

MAY 10 '55 PM 3.15

FILED
No. 40603

(15)

BOOK 201 PAGE 213

WARRANTY DEED TO CORPORATION

DREW'S FORM R. E. 34 Manufactured and for sale by The H. & W. B. Drew Company Jacksonville, Florida

This Indenture, Made this 26th day of ~~MAY~~ April A. D. 19 55, BETWEEN DOUGLAS E. MULLINS and EDITH G. MULLINS, his wife,

of the County of St. Lucie and State of Florida party...ies... of the first part, and MAZEL, INC., a corporation existing under the laws of the State of Florida with permanent postoffice address at C/O H. Irwin Levy, 302 Citizens Building, West Palm Beach, Florida County of Palm Beach, State of Florida called Grantee, party of the second part, Witnesseth, that the said party...ies... of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations, DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, ha...ve... granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie and State of Florida more particularly described as follows:

That part of the North 400 feet of the South 598 feet of Government Lot 2 of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining. To have and To hold the same in fee simple forever.

And the said party...ies... of the first part do covenant with the said party of the second part, that ...they... lawfully seized of the said premises; that they are free of all incumbrances, and that ...they... good right and lawful authority to sell the same; and that said party...ies... of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party...ies... of the first part ha...ve... hereunto set ...their... hand...s... and seal...s... the day and year above written.

Signed, sealed and delivered in our presence:

D. A. Sutton Jr.
Audrey G. Hankla

Douglas E. Mullins (Seal)
Edith G. Mullins (Seal)

BOOK 201 PAGE 214

State of FLORIDA
County of ST. LUCIE

I HEREBY CERTIFY, That on this 28th day of April, A. D. 19 55 before me personally appeared Douglas E. Mullins and Edith G. Mullins, his wife, to me known to be the persons described in and who executed the foregoing conveyance to Mazel, Inc. and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said Edith G. Mullins the wife of the said Douglas E. Mullins on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said deed of conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at Fort Pierce in the County of St. Lucie and State of Florida the day and year last aforesaid.

B. A. Bitton Jr.
Notary Public.
My commission expires

Return to: Rufus Sundie
1154 W. Flagler St
DREW'S FORM R.E. 34 Miami 36, Fla

Warranty Deed

TO CORPORATION

DOUGLAS E. MULLINS and EDITH M. MULLINS, his wife,
TO
MAZEL, INC.

Date April 28, 1955.

ABSTRACT OF DESCRIPTION

The W. & W. R. Drew Company, Jacksonville, Florida

MAY 10 '55 PM 3.15

FILED
No. 40605

Clerk File No. 40605 Filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 12th Day of May A. D. 1955 at 3:15 o'clock PM and recorded in Deed Book No. 201 pages 213-214 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Irene B. Carpenter D. C.

BOOK 201 PAGE 215

WARRANTY DEED (FROM CORPORATION)

PAPCO'S FORM A-3

PAPCO PUBLISHING CORPORATION MIAMI 36, FLORIDA

Warranty Deed

This Indenture, Made this 6th day of May A. D. 19 55

BETWEEN MAZEL, INC., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Palm Beach and State of Florida and lawfully authorized to transact business in the State of Florida, party of the first part, and ADOLPH SCHOENBRUN and FANNIE SCHOENBRUN, his wife, not as Tenants by the entireties but as Tenants in common, an undivided one-half interest each, C/O Benjamin Rosenshine, 804 Law & Finance Building, Pittsburgh 19, Pennsylvania of the County of Allegheny and State of Pennsylvania parties of the second part. WITNESSETH:

That the said party of the first part, for and in consideration of the sum of

- - - - - - - - - Ten [$10.00] - Dollars,

to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land situate, lying and being in the County of St. Lucie and State of Florida, to-wit:

That part of the North four Hundred [400'] feet of the South five Hundred Ninety-eight [598'] feet of Government Lot Two [2] of Section 3, Township 35 South, Range 40 East, lying west of Old Abandoned U. S. Highway No. 1, situated in St. Lucie County, Florida.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

To have and to hold the same in fee simple forever.

Florida

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

(Corporate Seal)

ATTEST: Benjamin Rosenshine
Secretary

MAZEL, INC.

By Adolph Schoenbrun
President

MAZEL, INC. 1954 FLORIDA

Signed, sealed and delivered in presence of us:

Mary C. Mastellon

PENNSYLVANIA
State of [redacted]

County of ALLEGHENY

I Hereby Certify that on this 6th day of May A.D. 1955 before me personally appeared ADOLPH SCHOENBRUN and BENJAMIN ROSENSHINE President and Secretary respectively of MAZEL, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my signature and official seal, at Pittsburgh in the County of Allegheny and State of Pennsylvania the day and year last aforesaid.

Notary Public, Pittsburgh, Allegheny Co.
My Commission Expires January 7, 1959

(Seal)

My commission expires:

10¢

PAPCO'S FORM A-3

Warranty Deed

(FROM CORPORATION)

MAZEL, INC.

TO

ADOLPH SCHOENBRUN ET UX

Dated May 6, 1955

ABSTRACT OF DESCRIPTION

State of Florida.
County of ST. LUCIE

On this 10th day of May A.D. 1955, at 3:45 o'clock P.M. this instrument was filed for record; and, being duly acknowledged and proven, I have recorded the same on Page 2, 5, 216 of Book Cred 201 in the Public Records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court of the NINTH Judicial Circuit of said State, in and for said County.

W. C. BAGGETT Clerk

D. C.

No. 21052

Allegheny County, Commonwealth of Pennsylvania. } ss:

I, David B. Roberts, Prothonotary of the Court of Common Pleas in and for the County of Allegheny, in the Commonwealth of Pennsylvania, the same being a Court of Law and Record, and having a seal, do hereby certify that Lottie Lotz Esquire, before whom the foregoing ACKNOWLEDGMENT or AFFIDAVIT was taken, and who has thereunto, in his or her own proper handwriting, subscribed his or her name to the certificate of the proof and acknowledgment of the annexed instrument, was at that time and is now a NOTARY PUBLIC in and for the Commonwealth of Pennsylvania, resident of said County aforesaid, duly commissioned and sworn and authorized by law to take and certify affidavits and the acknowledgments and proof of deeds to land, etc., to be recorded, to all whose acts as such due faith and credits are, and of right ought to be, given throughout the United States and elsewhere; and further, that said instrument is executed in accordance with the laws of this Commonwealth, and that I am acquainted with his or her signature and seal, and believe the same to be genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, at Pittsburgh, in said County this 6th day of May in the year of our Lord one thousand nine hundred and fifty five

David B. Roberts Prothonotary.

By [signature] Deputy

(17)

Warranty Deed

Made this 4th day of April A. D. 1957

BETWEEN ADOLPH SCHOENBRUN and FANNIE SCHOENBRUN, his wife

of the County of Allegheny in the State of Pennsylvania parties of the first part and

LAWRENCE TUCKER, as Trustee, [illegible] South 7th Street, Ft. Pierce, of the County of St. Lucie in the State of Florida part ies of the second part.

Witnesseth, that the said part ies of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said part y of the second part, his heirs and assigns forever, the following described land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

That part of the North 400 feet of the South 598 feet of Government Lot 2 of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1, situated in St. Lucie County, Florida.

Subject to: a purchase-money Mortgage, in the sum of THIRTY THOUSAND and No/100 ($30,000.00) DOLLARS.

Subject, also, to: taxes and assessments for the year of 1957 and subsequent years; zoning ordinances reservations, easements, limitations, restrictions and conditions appearing of record, if any.

[redacted]

And the said part ies of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Benjamin Rosenshine — Adolph Schoenbrun (L.S.)

Dan Tuite — Fannie Schoenbrun (L.S.)

(L.S.) (L.S.)

(L.S.)

State of [redacted] PENNSYLVANIA

County of ALLEGHENY

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

ADOLPH SCHOENBRUN and FANNIE SCHOENBRUN, his wife

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Pittsburg, Pennsylvania, County of Allegheny, and State of [redacted], this 19th day of April, A. D. 1957.

Benjamin Rosenshine
Notary Public State of Pennsylvania
My Commission Expires

BENJAMIN ROSENSHINE, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires
January 7, 1960

BOOK 227 PAGE 390

MAY 2 57 PM

BOOK 227 PAGE 360

TRUST AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned have agreed to purchase from ADOLPH SCHOENBRUN and FANNIE SCHOENBRUN, his wife, the following described property, located in St. Lucie County, Florida, to-wit:

That part of the North 400 feet of the South 598 feet of Government Lot 2, of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1,

to be fully described in a deed from ADOLPH SCHOENBRUN and FANNIE SCHOENBRUN, his wife, to LAWRENCE TUCKER, AS TRUSTEE, to be duly recorded in the public records of St. Lucie County, Florida, and

WHEREAS, we, the undersigned, desire to sell said property and to avoid delay, expense and inconvenience if all of us were to execute deeds to said property,

NOW, THEREFORE, we, the undersigned, hereby agree that the title to said property shall be vested in the said LAWRENCE TUCKER, AS TRUSTEE, who shall hold the same in trust and sell said land in such tract, or tracts, either for cash or credit and upon such terms as directed and approved in writing by the decision of the majority of the financial interest of the beneficiaries as later described, and execute deeds and releases thereto, giving to said Trustee full power and authority to do and perform any and every act whatsoever requisite to all intents and purposes as we might do if personally present; provided, however, that said Trustee shall not incur any debts against said property without the consent of a majority of the financial interest of the beneficiaries as later described. After paying all expenses in connection therewith and paying for and discharging indebtednesses of every kind and character that may be placed against said property, Trustee shall account to us for

Order: 6135382 Deeds
Doc: FLSTLU:RDED 227-00386
Page 1 of 3
Requested By: eklempert, Printed: 12/23/2016 11:37 AM

our respective interests therein in the following proportions:

Lawrence Tucker	80%
Michael R. Scafidi	10%
Charles Passantino	10%

IT IS FURTHER expressly agreed that the Trustee shall give notice to the undersigned ten days prior to the due date of any payments to be made on the purchase money mortgage now on said property and that each of the undersigned will contribute for said payment their proportionate share and that in the event any party shall be unable to advance funds necessary for its share, it is mutually agreed that the party failing to advance said money will sell his interest in said property to the other parties for an amount equal to the amount of money invested by said party in the purchasing of said property.

IT IS FURTHER AGREED that the beneficiaries of the Trust created herein shall not sell their interest to anyone other than the present beneficiaries without first offering said shares to them.

IT IS FURTHER AGREED that the death of the parties herein shall not revoke this Trust, but that the Trustee named, or his successor, shall in such event account to the heirs, executors, administrators, or assigns of such deceased party in like manner as he is required to account to the surviving parties.

IT IS FURTHER AGREED that the Trustee shall not be personally liable for any error of judgment or for any loss arising out of any act or actions in the execution of this trust so long as he acts in good faith, and that said Trustee is hereby recognized as having a beneficial interest in said property, and he is hereby authorized to own said interest and dispose of his interest in this Trust to the same extent as if he were not Trustee.

Order: 6135382 Deeds
Doc: FLSTLU:RDED 227-00386
Page 2 of 3
Requested By: eklempert, Printed: 12/23/2016 11:37 AM

IT IS HEREBY EXPRESSLY declared that a trust and not a partnership is hereby created, and that neither the Trustee nor a beneficiary thereunder shall ever be personally liable hereunder as partners or otherwise, but that for all debts the Trustee shall be liable as such to the extent of the trust fund only.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 19th day of April, 1957.

WITNESSES:

Spencer Blanford

Barbara Blandford

Lawrence Tucker (SEAL)

Michael R. Scafidi (SEAL)

Charles Passantino (SEAL)

STATE OF FLORIDA)

)

St. Lucie County)

Personally appeared before me this day, LAWRENCE TUCKER, MICHAEL R. SCAFIDI, and CHARLES PASSANTINO, to me known to be the persons described in and who executed the foregoing Trust Agreement, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 19th day of April, 1957.

Barbara Blandford
Notary Public

Clerk File No. 57078 Filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 2nd Day of May A.D. 1957 at 2:35 o'clock P.M. recorded in Deed No. 227 pages 386-388 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida.
By Lily Hannan D.C.

WILSON & GILBERT, ATTORNEYS AT LAW, 220 SOUTH SECOND STREET, FORT PIERCE, FLORIDA

Order: 6135382 Deeds
Doc: FLSTLU:RDED 227-00386
Page 3 of 3
Requested By: eklempert, Printed: 12/23/2016 11:37 AM

(19)

Book 228 PAGE 4

ASSIGNMENT OF BENEFICIAL INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of love and affection and $10.00 in hand received, I, LAWRENCE TUCKER, do hereby assign, transfer and set over unto LAWRENCE TUCKER and CECELIA TUCKER, his wife, an undivided 80% beneficial interest in, to and under that certain Trust Agreement, executed by Lawrence Tucker, Michael R. Scafidi and Charles Passantino, all of Fort Pierce, Florida, dated the 19th day of April, 1957, and recorded in the public records of St. Lucie County, Florida, covering the following described property, to-wit:

That part of the North 400 feet of the South 598 feet of Government Lot 2, of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1;

together with a like interest in and to the beneficiary's net proceeds and avails arising or growing out of said Trust; and the Trustee is hereby authorized to pay, turn over and deliver unto LAWRENCE TUCKER and CECELIA TUCKER, his wife, all moneys and benefits accruing from the interests hereby assigned and to consider the Assignees as beneficiaries under said Trust to the extent of such interest.

This Assignment is made, however, subject to all of the terms and conditions of said Trust Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of May, 1957.

Lawrence Tucker (SEAL)

WITNESSES:

Grace B. Gilbert

Barbara Blackford

Order: 6135382 Deeds
Doc: FLSTLU:RDED 228-00002
Page 1 of 2
Requested By: eklempert, Printed: 12/23/2016 11:37 AM

STATE OF FLORIDA)
)
ST. LUCIE COUNTY)

Personally appeared before me this day, LAWRENCE TUCKER, to me known to be the person described in and who executed the foregoing Assignment, and he acknowledged before me that He executed the same for the purposes therein contained.

WITNESS my hand and official seal in the county and state last aforesaid this 17th day of May, 1957.

Barbara Blandford
Notary Public

Clerk File No. 57370
In the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 13 Day of May A.D. 1957 at 11:52 o'clock A.M. recorded in Deed Book No. 228 pages 2-3 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Ruby Hansen D. C.

CLERK CIRCUIT COURT ST. LUCIE CO. FLA.

WILSON & GILBERT, ATTORNEYS AT LAW, 220 SOUTH SECOND STREET, FORT PIERCE, FLORIDA

Order: 6135382 Deeds
Doc: FLSTLU:RDED 228-00002
Page 2 of 2
Requested By: eklempert, Printed: 12/23/2016 11:37 AM

(20)

PRINTED BY LAWYERS TITLE GUARANTY FUND, ORLANDO, FLORIDA

Warranty Deed

STATUTORY

BOOK 232 PAGE 542

ANDERSON & NADEAU
Attorneys at Law
906 FIRST NATIONAL BANK BUILDING
MIAMI 32, FLORIDA

This Indenture, Made this 1st day of November A. D. 19 57 Between
LAWRENCE TUCKER, individually, as Trustee, and CECELIA TUCKER, his wife
of the county of , State of Florida part ies of the first part, and
PHILIP R. WARSHAW and MONA WARSHAW, his wife
whose post office address is 422 S.W.25th Road, Miami
of the County of Dade , in the State of Florida , part ies of the second part.

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations ~~Dollars~~ and other good and valuable considerations to them in hand paid by said part ies of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said part ies of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of St. Lucie in the State of Florida, to-wit: an undivided one-half interest in and to

That part of the North 400 feet of the South 598 feet of Government Lot 2, of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U.S. Highway No. 1,

Lots 6,15,18,27,30 of Block 1; Lot 7, Block 2; Lots 6 and 13, Block 3; Lots 23,24,27,28,29,30,31,36,37,38,40,41,42, Block 4; Lots 4 and 19, Block 5, all of SILVER LAKE PARK SUBDIVISION, Plat Book 10, page 4, St. Lucie County records.

All of that tract lying South of King Orange Drive and marked "not a part of this Plat" on the plat of SILVER LAKE PARK SUBDIVISION, Plat Book 10, page 8, St. Lucie County records.

Subject to conditions, restrictions and limitations of record, zoning ordinances affecting said property, and taxes for the year 1957 and subsequent years.

Subject to encumbrances of record.

and the said part ies of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part ies of the first part have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered in our presence:

Mary Louise
Helen Brownell

Lawrence Tucker (Seal)
Lawrence Tucker, ind. as Trustee
Cecelia Tucker (Seal)
Cecelia Tucker (Seal)
(Seal)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared LAWRENCE TUCKER, individually, as Trustee, and CECELIA TUCKER, his wife to me known to be the person s described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

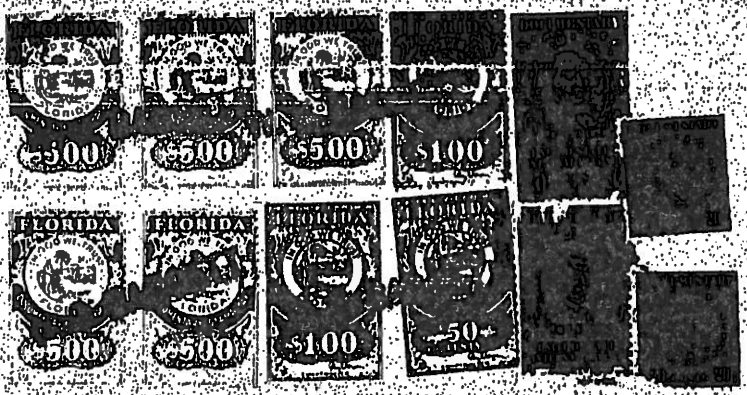
WITNESS my hand and official seal in the County and State last aforesaid this 31st day of October, A. D. 1957

Helen Brownell
Notary Public

Notary Public, State of Florida at Large,
My commission expires: My Commission Expires April 24, 1961
State of Florida at Large.

Filed this day of A. D. 19 , at o'clock M., and Recorded in Deed Book, at Page.

RECORD VERIFIED,
Clerk Circuit Court,
County,
By: Deputy Clerk.



Clerk File No. 61531 Filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the ___ Day of [illegible] A. D. 19[illegible] at [illegible] o'clock A.M. and recorded in [illegible] Book No. 232 pages [illegible] and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida

By [illegible] D. C.

FILED
No. 61531

(21)

BOOK 238 PAGE 201

QUIT-CLAIM DEED

PAPCO'S FORM R. E. 8½

PAPCO PUBLISHING CORPORATION
MIAMI 37, FLORIDA

This Indenture Made this 29th day of January, A. D. 19 58

BETWEEN PHILIP R. WARSHAW and MONA WARSHAW, his wife

of the County of Dade and State of Florida, parties of the first part, and LAWRENCE TUCKER, individually and as Trustee and CECELIA TUCKER, his wife of the County of Dade and State of Florida, parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said parties of the second part and their heirs, and assigns forever, all the right, title, interest, claim and demand which the parties of the first part have in and to the following described lots, pieces, or parcels of land, situate, lying and being in the County of St. Lucie, State of Florida

to-wit: An undivided one-half interest as to

PARCEL #1 - Lots 6, 15, 18, 27, 30, Block 1
Lot 7, Block 2
Lots 6, 13, Block 3
Lots 23, 24, 27, 28, 29, 30, 31, 36, 37, 38, 40, 41, 42 of Block 4
Lots 4, 19, Block 5 of SILVER LAKE PARK ADDITION, according to Plat thereof recorded in Plat Book 10, Page 4 of the Public Records of St. Lucie County, Florida.

PARCEL #3 - All of Tract South of King Orange Drive marked "Not of this Plat" of SILVER LAKE PARK ADDITION, according to Plat thereof recorded in Plat Book 10, Page 8, of the Public Records of St. Lucie County, Florida.

That part of the North 400 feet of the South 598 feet of Government Lot 2 of Section 3, Township 35 South, Range 40 East, lying West of the old Abandoned U. S. Highway No. 1.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of us:

[signature] Philip R. Warshaw (Seal)

[signature] Mona Warshaw (Seal)

BOOK 238 PAGE 202

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, PHILIP R. WARSHAW and MONA WARSHAW, his wife;

to me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Miami County of Dade and State of Florida, this 26 day of January, A. D. 1958.

My Commission expires 11/20/58

Notary Public, State of Florida at Large

PAPCO'S FORM 8½

Quit-Claim Deed

FLORIDA 10 DOLLARS

FLORIDA 10 DOLLARS

Dated _____, 19__

STATE OF FLORIDA,
COUNTY OF _____

On this _____ day of _____, A. D. 194__, at _____ o'clock _____ m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages _____ of Book _____ in the public records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court of the _____ Judicial Circuit of said State in and for said County.

_____, Clerk

_____, D. C.

PAPCO PUBLISHING CORPORATION, MIAMI 37, FLORIDA

JUN 3 '58 A

11:26

CLERK FILE NO. 66580 FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, ON THE 3 DAY OF June A. D. 1958 AT 11:26 O'CLOCK A M. AND RECORDED IN Deed BOOK NO. 238 PAGES 201-202 AND RECORD VERIFIED.
W. C. BAGGETT, CLERK CIRCUIT COURT, ST. LUCIE COUNTY, FLA.
BY Margaret Jones D. C.

W. C. BAGGETT C.C.C. ST. LUCIE COUNTY, FLA.

FILED
No. 66580

(22)

WARRANTY DEED
DREW'S FORM 11 (REV.)

BOOK 238 PAGE 200

Manufactured and for sale by The H. & W. B. Drew Company
Jacksonville, Florida

This Warranty Deed Made the 3rd day of June A. D. 19 58 by

LAWRENCE TUCKER and CECELIA TUCKER, his wife and LAWRENCE TUCKER individually and As Trustee

hereinafter called the grantor, to ----CHANDLER HOVEY----------

75 Federal Street, Boston, Massachusettes

whose postoffice address is [redacted]

hereinafter called the grantee:

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

Witnesseth: That the grantor, for and in consideration of the sum of $ 10.00 and other valuable 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:

That part of the North 400 feet of the South 598 feet of Government Lot 2 of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1, situated in St. Lucie County, Florida

This conveyance is made subject to a certain mortgage dated April 24, 1957, in the principal amount of $30,000.00, recorded in Mortgage Book 136, at page 385 of the public records of St. Lucie County, Florida, to Adolph Schoenbrun and Fannie Schoenburn, his wife.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise 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 December 31, 1957.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence

Lawrence Tucker (L.S.)

Cecelia Tucker (L.S.)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LAWRENCE TUCKER and CECELIA TUCKER, his wife

to me known to be the person s described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of June A. D. 19 58.

Notary Public
My commission expires
Bonded by Fidelity Bonding & Insurance Co.

SPACE BELOW FOR RECORDERS USE

Clerk File No. 66579 Filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 3 Day of June A. D. 19 58 at 11:20 o'clock AM and recorded in Deed Book No. 238, pages 200 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Margaret Jones D. C.

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

RECEIVED
MAR 24 2017
FINANCE
DEPARTMENT

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	1529284	Meetings: 4/3/17 & 4/17/17: 5 ORDS	Meetings

Pub Dates
March 19, 2017

Sworn to and subscribed before me this day of, March 17, 2017, by

Sherri Cipriani, who is

(X) personally known to me or

( ) who has produced _____ as identification.

Sandra Coldren
Sandra Coldren Notary Public

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

Public Notices

ny and evidence upon which the appeal is to be based (section 286.0105, Florida Statutes).

Town of Sewall's Point, Florida
Lakisha Q. Burch, CMC,
Town Clerk
Pub: March 19, 2017
TCN 1520960

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to the Sec. 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, April 3rd, 2017, hold a Public Hearing 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 the following Conditional Use applications:

1) Review and approval of an application for a Conditional Use with No New Construction, submitted by the Applicant; Joanne Albarelli to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 408 S. Ocean Drive, Unit B, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-502-0004-020-2).

2) Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners and Applicants; Robert & Deborah Sacks to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) week, at 655 Hernando Street, Fort Pierce, FL. The property is zoned R-4A, Hutchinson Island Medium Residential Zone (Parcel ID 2401-503-0026-020-5).

3) Review and Approval of an application for Site Plan & Design Review, submitted by property owners, NNN/1031 #16 Jenkins LLC, and applicant, Kristen Ferretti of Corporate Property Services, to construct a new 4,989 sq. ft. restaurant with drive-thru service at 5560 Okeechobee Road, Fort Pierce, FL. The properties are zoned General Commercial, C-3 zone. (Parcel IDs: 2419-603-0002-000-7 & 2419-603-0005-000-8.)

4) Application submitted by Sweetie's Diner, LLC is requesting to secure a 2COP – Beer and Wine License to offer sale of alcohol, at 2625 S. US Highway 1, Fort Pierce, Florida; for consumption on premises. The sale or distribution of alcoholic beverages for consumption on premises requires a variance from Sec. 3-7 and Sec. 3-11 to operate within 1,600 feet of a church, school or other licensed establishments. The property is zoned C-3, General Commercial Zone (Parcel ID 2422-602-0249-000-7).

All interested parties may appear at the meeting and be heard with respect to the applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or online at www.CityofFort-Pierce.com.

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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 19, 2017
TCN 1530211

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143, 22-131, and 17-1 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187? of Florida State Statutes, will on Monday, April 3rd, 2017 and Monday, April 17th, 2017 hold Public Hearings on the enactment of the proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

1) Ordinance 17-010 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 GENERALLY AT 900 AVENUE O FROM COS, CONSERVATION OPEN SPACE TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2403-233-0002-000-3

2) Ordinance 17-011 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED GENERALLY AT 900 AVENUE O FROM GENERAL AND RECREATIONAL OPEN SPACE ZONE, OS-1, TO GENERAL COMMERCIAL ZONE, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2403-233-0002-000-3

3) Ordinance 17-012 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 GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM RL, LOW DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; AND NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2404-144-0000-000-9

4) Ordinance 17-013 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM SINGLE FAMILY MODERATE DENSITY RESIDENTIAL ZONE, R-3, TO GENERAL COMMERCIAL ZONE, C-3 AND NEIGHBORHOOD COMMERCIAL ZONE, C-2; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Subject Property: Parcel ID: 2404-144-0000-000-9

5) Ordinance 17-014 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ABANDONING A PORTION OF NORTH TENTH STREET RIGHT-OF-WAY, LYING SOUTH OF AVENUE O WITHIN THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the applications. Said applications 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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 19, 2017
TCN 1529284

Request for Bids

PUBLIC NOTICE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SDIRC 12-0-2017/JC
Band Room Renovation and Exterior Gate Replacement at Sebastian River High School

Participation in this bid is restricted to prequalified contractors. Sealed bids for a summer project for band room renovation and exterior gate replacement at Sebastian River High School will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until 2:00 p.m. on March 30, 2017 at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered. The estimated cost of this project is $350,000. Bonding will be required. Drawings provided by Edlund, Dritenbas and Binkley Architects & Associates. All projects are subject to funding and cannot be guaranteed. Deadline for completion of this project is August 1, 2017.

A non-mandatory pre-bid meeting has been scheduled on March 14, 2017 at 10:00 am at Sebastian River High School, 9001 90th Avenue Sebastian, FL 32958. Please meet in the main office to sign in.

Completed form(s) must be returned by: 2:00 p.m. on March 30, 2017 and shall be clearly marked: ITB 12-0-2017/JC Band Room and Gates at SRHS

The bid document, drawings and specifications may be downloaded from the Onvia DemandStar website at http://www.demandstar.com or by contacting Jeff Carver.

NOTE: ALL PROSPECTIVE BIDDERS/RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE INDIAN RIVER COUNTY SCHOOL BOARD, STAFF OR CONSULTANTS REGARDING THIS BID OTHER THAN THE SPECIFIED CONTACT PERSON.

Jeff Carver, CPPO,
Director of Purchasing
6055 62nd Avenue
Vero Beach, FL 32967
772.564.5050
Pub: March 11, 12, 19, 2017
TCN 1521662

REQUEST FOR QUALIFICATIONS

RFQ # 2017048

Engineering Consulting Services for Landfill Closure, Landfill Gas System Expansion, and Cell Construction

In compliance with Consultants' Competitive Negotiation Act (CCNA), Florida Statute Section 287.055, the Indian River County Solid Waste Disposal District (SWDD), a special dependent district of Indian River County (IRC), is issuing this Request for Qualifications (RFQ) for professional Engineering Consulting Services related to landfill closure, landfill gas system expansion and cell construction projects for the next 10 years. This includes design, permitting, procurement and construction services.

Detailed specifications for the above referenced RFQ are available from www.demandstar.com or by contacting the Indian River County Purchasing Division at (772) 226-1416, or purchasing@ircgov.com.

Deadline for receipt of one original and five (5) copies of Statements of Qualifications (SOQs) in response to the RFQ to the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 is 2:00 p.m. Friday, April 7, 2017.

Initial screening, ranking, final ranking and negotiations will be in accordance with the CCNA procedures. The SWDD Board reserves the right to accept or reject any and all submittals and to waive all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY
Pub: March 19, 2017
TCN 1529617

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

Indian River County
Bid #2017038
Lateral D Canal Restoration

Detailed specifications are available at: www.demandstar.com or by contacting the Purchasing Division at (772) 226-1416 or purchasing@ircgov.com.

Deadline for receipt of bids has been set for 2:00 P.M. on April 12, 2017. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

A Mandatory pre-bid conference will be held on March 28, 2017 at 10:00 AM at the project site located at Egret Marsh Stormwater Park's Lateral D Canal pump station at 7420 4th Street, Vero Beach, Florida 32968 (on the north bank of the Lateral D Canal north of 4th Street and approximately 150 feet west of 74th Avenue).

BID SECURITY in the sum of not less than five percent (5%) of the total bid must accompany each bid over $25,000.

The Board of County Commissioners reserves the right to accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY
Pub: March 19, 2017
TCN 1528740

PUBLIC NOTICE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SDIRC 11-0-2017/JC
PE Field Drainage Improvements and Repave Car/Bus Loop Gifford Middle School

Participation in this bid is restricted to prequalified contractors. Sealed bids for a summer project for drainage and repaving at Gifford Middle School will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until 2:00 p.m. on March 30, 2017 at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered. Scope of work includes alterations and/or additions to the drainage infrastructure of the activity fields and parking improvements as per drawings provided by Schulke, Bittle & Stoddard. The estimated cost of this project is $320,000. Bonding will be required. All projects are subject to funding and cannot be guaranteed. Deadline for completion of this project is August 1, 2017.

A non-mandatory pre-bid meeting has been scheduled on March 15, 2017 at 10:00 am at Gifford Middle School, 4530 28th Court Vero Beach, FL 32967. Please meet in the main office to sign in.

Completed form(s) must be returned by: 2:00 p.m. on March 30, 2017 and shall be clearly marked: ITB 11-0-

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City Commission Regular Meeting **11.B.4.**

Meeting Date: 04/17/2017

Re: Eliminating Participation by Uncertified Alternate Board Members

Submitted For: James Messer, City Attorney, City Attorney

SUBJECT:

Ordinance 17-015 Eliminating Participation by Uncertified Alternate Board Members. SECOND READING

SUMMARY:

The Fort Pierce Code of Ordinances, Chapter 2, Article XI, Section 2-201(a) provides: "Any individual designated as an alternate member of a board may participate freely in all board discussions or deliberations, except that such alternate member may not vote unless certified by the board Chair as a replacement for a regular board member at the meeting which such regular board member fails to attend, or has recused himself/herself from voting on a particular issue."

There is no valid reason for alternate board members to participate in board discussions or deliberations unless serving as a replacement for a regular board member. An alternate whose participation at a particular meeting is not required can be excused from attendance.

An alternate who is unable to vote yet participates in the discussion of an issue is in a position to unfairly sway the board on an issue without ever having to undertake the exposure that comes with the actual casting of the vote. The discussion of an issue is better focused and ultimately more economically and efficiently resolved by ensuring that the members who discuss the issue are held accountable for their vote.

RECOMMENDATION:

Eliminate the participation by uncertified alternate board members whose attendance is not required at that meeting.

ALTERNATIVES:

Retain the current system which allows an alternate board member to participate freely in discussions and deliberations at any meeting of that board.

RESPONSIBLE STAFF:

James M. Messer, City Attorney

COORDINATED WITH:

Nicholas C. Mimms, P.E., City Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2017
Account: TBD
Amount: TBD
OTHER INFORMATION:
No fiscal impact.

Attachments

Ordinance No. 17-015, Eliminating Participation of Uncertified Board Members
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/24/2017 01:42 PM

Form Started By: Angela Wilkinson
Started On: 03/15/2017 01:55 PM
Final Approval Date: 04/04/2017

ORDINANCE NO. 17-015

AN ORDINANCE AMENDING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XI, SECTION 2-201(a); ELIMINATING PARTICIPATION OF UNCERTIFIED ALTERNATE MEMBERS IN DISCUSSIONS OR DELIBERATIONS OF BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 6, 2010, the City of Fort Pierce Commission adopted Ordinance No. L-126 for the purpose of creating Chapter 2, Article XI, Section 2-201(a) to establish general guidelines for the creation of City boards, commissions and committees; and

WHEREAS, no municipal purpose is served by the participation of alternate board members in board discussions or deliberations unless serving as a certified replacement for a regular board member; and

WHEREAS, an alternate member who is unable to vote, yet participates in the discussion of an issue, is in a position to unfairly sway the board on an issue without ever having to undertake the exposure that comes with actually casting a vote; and

WHEREAS, the discussions of an issue are better focused and ultimately more efficiently resolved by ensuring that the members who discuss the issue are held accountable for their vote;

WHEREAS, it is proper to amend Fort Pierce Code of Ordinances, Chapter 2, Article XI, Section 2-201(a) to eliminate the participation of alternate board members in discussions or deliberations of boards, commissions or committees unless certified as a replacement for a regular board member.

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

SECTION 1. Fort Pierce Code of Ordinances, Chapter 2, Article XI, Section 2-201(a) is hereby amended so that the same shall read as follows:

(a) Generally. The terms “board,” “commission” and/or “committee,” when used in this article, shall refer to any board, commission and/or committee to be appointed by the city commission and/or city manager, whether created by state statute, the charter of the city, by city commission action or whether appointed directly by the mayor-commissioner, now in existence or hereafter created. All members so appointed to serve on said boards, commissions, and/or committees shall be residents of the city except for officials or employees of the city who serve upon the same by virtue of their employment with the city. The city commission may appoint members to the gas board, electrical board, board of examiners of contractors and board of adjustment and appeals who are residents of the county who do not reside in the city. Any individual designated as an alternate member of a board ~~may participate freely in all board discussions or deliberations, except that such alternate member may not~~ shall neither discuss, deliberate on a matter nor vote unless certified by the board chair as a replacement for a regular board member at the meeting which such regular board member fails to attend, or has recused himself/herself from voting on a particular issue.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, 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.17-015 was duly advertised by title only in the St. Lucie News Tribune on March 24, 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 April 3, 2017; and was duly introduced, read by title only, and passed on second and final reading on April 17, 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 17th day of April, 2017.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

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, Tracey Jones, 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	1538222	Meetings: 3 ORDS	Meetings

Pub Dates
March 24, 2017

Sworn to and subscribed before me this day of, March 23, 2017, by

_____, who is

Tracey Jones

(X) personally known to me or

( ) who has produced _____ as identification.

RECEIVED
MAR 27 2017
FINANCE DEPARTMENT

_____
Linda Joyce Klein Notary Public

LINDA JOYCE KLEIN
Notary Public – State of Florida
Commission # GG 081422
My Comm. Expires Mar 9, 2021
Bonded through National Notary Assn.

Ad Number: 1538222
Insertion Number: N/A
Size: 1 Col x 129 ag
Color Type: N/A
Advertiser: City of Fort Pierce
Agency: N/A
Section-Page-Zone(s): E-5-All
Description: Meetings: 3 ORDS

Notice To Creditors

3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is March 17, 2017.

Personal Representative:
FREDERICK R. WIERDSMA III
59 Highland Avenue
New Hartford
Connecticut 06057
Attorney for Personal Representative:
George G. Collins, Jr., Esq.
Attorney
Florida Bar Number: 110742
COLLINS BROWN BARKETT GARAVAGLIA & LAWN, CHARTERED
756 Beachland Boulevard
VERO BEACH, FL 32963
Telephone: (772) 231-4343
Fax: (772) 234-5213
E-Mail: gcollins@verolaw.com
Secondary E-Mail:
maverill@verolaw.com
Pub: March 17, 24, 2017
TCN 1524645

Other Public Notices

BEFORE THE BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA

NOTICE OF INTENT

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Lucie County, Florida will consider adopting Ordinance 17-XX, which, if adopted, would amend and restate Article III, Chapter 24 (Fire Protection) of the St. Lucie County Code and Compiled Laws by amending Section 24-55 (Computation of the Amount of Fire/EMS Protection Impact Fee) to adjust the amount of the fees as recommended in the October 4, 2016 Updated Technical Memorandum prepared by Dr. James C. Nicholas, and Section 24-62(a) (Use of Funds) to incorporate the October 4, 2016 Updated Technical Memorandum. The first of two public hearings will be held before the St. Lucie County Board of County Commissioners on Tuesday, the 4th day of April 2017 at 6:00 p.m., or as soon thereafter as the matter may be heard in the St. Lucie County Commission Chambers at the St. Lucie County Administration Building Annex, Third Floor, 2300 Virginia Avenue, Fort Pierce, Florida. The hearing may be continued from time to time as may be necessary. Matters affecting your personal and property rights may be heard and acted upon. All interested persons are invited to attend and be heard. Written comments received in advance of the public hearing will also be heard. The St. Lucie County Board of County Commissioners has the power to review, approve, modify or deny any ordinance within their area of responsibility. If it becomes necessary, a public hearing may be continued to a date certain.
Copies of the proposed ordinance may be obtained from the County Attorney's Office, St. Lucie County Administration Building Annex, 2300 Virginia Avenue, Fort Pierce, Florida, 34982. Amendments to the Ordinance may be made at the public hearing.
If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, commission, agency, council or advisory group, that person will need a record of the proceedings and that, 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. Upon the request of any party to the proceedings, individuals testifying during a hearing will be sworn in. Any party to the proceeding will be granted an opportunity to cross-examine any individual testifying during a hearing upon request.
Anyone with a disability requiring accommodation to attend this meeting should contact George Landry, Risk Manager, at (772) 462-1783, or T.D.D. (772) 462-1428, at least forty-eight (48) hours prior to the meeting.
The title of the proposed ordinance is:

ORDINANCE
AN ORDINANCE AMENDING ARTICLE III, CHAPTER 24, FIRE/EMS PROTECTION IMPACT FEE, ST. LUCIE COUNTY CODE AND COMPILED LAWS BY AMENDING SECTION 24-55, COMPUTATION OF THE AMOUNT OF FIRE/EMS PROTECTION IMPACT FEES TO ADJUST THE FEES; AMENDING SECTION 24-62(a), USE OF FUNDS, TO INCORPORATE THE UPDATED TECHNICAL MEMORANDUM DATED OCTOBER 4, 2016 PREPARED BY JAMES C. NICHOLAS, PH.D. AND SECTION 24-62(a) (USE OF FUNDS) TO INCORPORATE THE OCTOBER 4, 2016 UPDATED TECHNICAL MEMORANDUM; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR ADOPTION; AND PROVIDING FOR CODIFICATION.

THIS NOTICE EXECUTED and dated this 24th day of March 2017.

Submitted by:
Daniel S. McIntyre
County Attorney
Pub: March 24, 2017
TCN 1537318

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Public Notices

CITY OF FORT PIERCE

NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to Sec. 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, April 3, 2017 and Monday, April 17, 2017, at their meetings which begin at 6:30 p.m., hold Public Hearings on the enactment of the proposed ordinances on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. Highway #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 17-015
AN ORDINANCE AMENDING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XI, SECTION 2-201(a); ELIMINATING PARTICIPATION OF UNCERTIFIED ALTERNATE MEMBERS IN DISCUSSIONS OR DELIBERATIONS OF BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 17-016
AN ORDINANCE REPEALING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XII, SECTION 2-225; CHAPTER 5, ARTICLE II, SECTION 5-19(e); AMENDING CHAPTER 2, ARTICLE XIII, SECTION 2-243(c); CHAPTER 22, ARTICLE X, SECTION 22-147(d); ELIMINATING COMPENSATION TO BOARD MEMBERS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 17-018
AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 4 – ANIMALS TO ALLOW FOR COMMUNITY CATS BY AMENDING SEC. 4-1 – DEFINITIONS; SEC. 4-22 – RESTRAINT OF ANIMALS, GENERALLY; SEC. 4-50 – REGISTRATION REQUIRED; SEC. 4-72 – IMPOUNDMENT AND DISPOSITION NOT UNDER RESTRAINT, AT LARGE, AND NUISANCE ANIMALS; 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 Public Hearings and be heard with respect to the proposed ordinances. Said proposed ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.
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.
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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 24, 2017
TCN 1538222

NOTICE

Notice is given that applications have been made to the Federal Deposit Insurance Corporation and the Florida Office of Financial Regulation for consent for Harbor Community Bank (Ft. Pierce, Florida) to acquire by merger Jefferson Bank of Florida (Oldsmar, Florida). The main office of Harbor Community Bank, as the resulting bank of the transaction, will be located in Ft. Pierce, Florida. It is contemplated that the main offices and branch offices of the above-named banks will continue to operate. These applications are being made pursuant to the Bank Merger Act at 12 U.S.C. § 1828(c) and applicable laws and regulations in the state of Florida. Any person wishing to comment on these applications may file his or her comments with the regional director of the Federal Deposit Insurance Corporation at the appropriate FDIC office (Regional Director Michael Dean, 10 Tenth Street, NE, Suite 800, Atlanta, Georgia 30309) not later than April 23, 2017. The nonconfidential portions of the applications are on file at the appropriate FDIC office and are available for public inspection during regular business hours. Photocopies of the nonconfidential portion of the application file will be made available upon request. Copies of comments submitted to the FDIC may also be provided to the Florida Office of Financial Regulation, Division of Financial Institutions (200 East Gaines Street, Tallahassee, Florida 32399).
Pub: March 24, April 5, 18, 2017
TCN 1539062

Request for Bids

REQUEST FOR BID (RFB) 2017-2934

Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
E-mail: pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

SEABRANCH BOULEVARD RESURFACING

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, April 12, 2017. Bids received after the designated time and date will not be considered.
The basic bid document is available at www.martin.fl.us. Type "bids" in the Search box then click on "Bid Search".
The complete bid document including plans may be downloaded from www.demandstar.com .
Martin County is an equal opportunity/affirmative action employer.
Funds for this project are derived from the Small County Outreach Program (SCOP) appropriated by and administered through the State of Florida Department of Transportation (FDOT).

By order of the Board of County Commissioners of Martin County, Florida.
Pub: March 13, 24, 2017
TCN 1521083

Tax Deed Application

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 16-154

NOTICE IS HEREBY GIVEN, that CAPITAL ONE CLTRL ASSIGNEE OF FIG 2222, LLC the holder of the following certificate has filed said certificate 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.: 2014/1926
Year of Issuance: 2014
Address:
522 N. 27TH ST, FP

Property Description:
LOT 10, BLOCK 6, EMANCIPATION PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 38, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA; TOG ETHER WITH THE WEST 5 FEET OF VACATED ALLEY ADJACENT ON THE EAST; SAME HAVING BEEN VACATED PURSUANT TO THAT CERTAIN ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 1036, AT PAGE 1522 OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA
Parcel ID:2408-501-0090-000/3
Name(s) in Which Assessed:
FRANK GHENT (EST)
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 10th of April, 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 04/10/2017 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, please contact the Tax Collector, 772-462-1650.
Date this 15th day of March, 2017.

ANGELA RIGGINS,
Deputy Clerk
Clerk of the Circuit Court,
St. Lucie County
Pub: March 18, 20, 24, 27, 2017
TCN 1532117

Other Public Notices

Notice of Bid/Request for Proposal

DEPARTMENT OF CORRECTIONS
MARTIN CORRECTIONAL INSTITUTION DORMS D & F REROOF

ADVERTISEMENT FOR BIDS

PROPOSALS ARE REQUESTED FROM CERTIFIED ROOFING CONTRACTORS BY THE STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS, FOR THE CONSTRUCTION OF:

Project #: OX-30

Project Name & Location: Martin Correctional Institution Dorms D & E Reroof, 1150 S.W. Allapattah Road, Indiantown, Florida 34956

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: If the construction Contract award amount is $100,000 or less, a Performance Bond and a Labor and Material Payment Bond are not required.

PUBLIC ENTITY CRIME INFORMATION STATEMENT: A person, or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to a public entity; may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (F.S.) for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

PREQUALIFICATION: Each Bidder, whose field is governed by Chapter 399, 489, and 633 F.S., for licensure or certification, must submit prequalification evidence of their eligibility to submit Bids, as soon as possible. Bidders must receive confirmation of their prequalification five (5) calendar days prior to the bid opening date. If not previously qualified by the Department for the current biennium (July 1 through June 30) of odd numbered years, or you are unsure, please contact Mr. Roosevelt Petithomme, at Roosevelt.Petithomme@fdc.myflorida.com for prequalification instructions. After the bid opening, the low Bidder must qualify in accordance with Rule 60D-5.004, Florida Administrative Code (F.A.C.). A copy of the rule requirements is included in the "Instruction to Bidders," under Article B-2 "Bidder Qualification Requirements and Procedures."

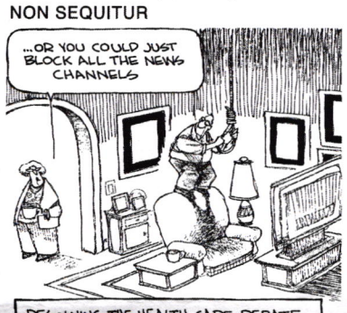
Sealed Bids will be received, publicly opened, and read aloud on:
DATE AND TIME: April 27, 2017, at 2:00 P.M., Eastern Time (ET).

PLACE: MLD ARCHITECTS, 211 JOHN KNOX RD, SUITE 105, TALLAHASSEE, FLORIDA 32303.
Any person with a qualified disability requiring special accommodations at the pre-bid conference, and/or bid opening, shall contact the person listed below at least (5) business days prior to the event. If you are hearing or speech impaired, please contact this office by using Florida Relay Services by dialing 1-800-955-8771 (TDD).

PROPOSAL: Bids must be submitted, in full, in accordance with the requirements of the Drawings, Specifications, Bidding Conditions, and Contractual Conditions, which may be examined and obtained from the: MLD Architects, (850) 385-9200. Drawings and specifications may be purchased by Roofing Contractors for a non-refundable price of $20 per electronic set from the Architect. Partial sets may not be purchased.
A mandatory pre-bid conference will be held on April 6th at 9:00 A.M., ET at the Martin Correctional Institution's Administration Building conference room. A brief walk-through of the work area(s) will be conducted as part of the pre-bid conference. Everyone attending the pre-bid conference must have completed a background screening, have a valid driver's license, or a valid photo ID, and must sign in and out at the Martin Correctional Institution's Administrative Office. For a background check, interested parties must send an email to Jay Friedman at: Jay.Friedman@fdc.myflorida.com, at least two (2) business days prior to the date of the site visit, and furnish them with the following information on all attendees: Attendee's full name, social security number, date of birth, gender, race, driver's license number, and state of issuance. Persons present as attendees must be the same individuals for whom information was provided and must be approved by the Department prior to the site visit. For security reasons, admittance of any person not previously approved is at the sole discretion of the Warden. Bidders who did not seek prior approval may be denied access.
NOTE: Any technical questions regarding this Bid, or requests for substitutions, must be submitted in writing, by email, to the address listed below, and must be received no later than April 13, 2017 5:00 P.M. ET. Only written questions and answers will be binding. Email: LendlHodgeMLD@gmail.com please put "Martin Correctional Institute Bid" in the subject line.

CONTRACT AWARD: Bid Tabulation and Notice of Award Recommendation will be sent to Bidders by email, return receipt requested. If no protest is filed per Article B-22 of the Instructions to Bidders, "Notice and Protest Procedures," the Contract will be awarded by the Secretary, Florida Department of Corrections. The Department reserves the right to reject any or all Bids.
Pub: March 24, 2017
TCN 1536884

NON SEQUITUR



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Real Estate Sales

Homes For Sale

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ABSOLUTE AUCTION!
716 Conn Way
3BR/2.5BA Home in good condition.
1 block from Jaycee Beach

Previous buyer was unable to close
To be Auctioned again to the highest bidder
REGARDLESS OF PRICE!

Sat. March 25th @ 11AM
Preview @ 10AM or by Appt
RennickAuctions.com
772 562-5015

Rennick
REALTORS® & AUCTIONEERS

PORT ST LUCIE 2 Story pool home, Torino area, Vizcaya Falls, 4bd/2.5ba/2cg, 1 yr home warr, CBS both flrs, tiled roof, oversized 480sf garage, SS appls. $279,900 772-475-9590 Web Id 1505263

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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

Buy and sell autos fast! TCPALM Localfieds

Auto Dealer Directory

VERO BEACH CHRYSLER
855 S US 1
800-375-2966
verobeachcjd.com

WALLACE DODGE
2755 SE Federal
Highway, Stuart
772-220-3600

VELDE FORD
velde-ford.com
488 US Hwy 1
VERO BEACH
772-569-3400

Auto Dealer Directory

WALLACE HYUNDAI
3801 SE Federal
Hwy., Stuart
772-283-6000

WALLACE JEEP
2755 SE Federal Highway,
Stuart 772-220-3600

VERO BEACH JEEP
855 S. US ONE
800-375-2966
verobeachcjd.com

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

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
Friday, March 24, 2017

City Commission Regular Meeting **11.B.5.**

Meeting Date: 04/17/2017

Re: Eliminating Compensation for Board Members

Submitted For: James Messer, City Attorney, City Attorney

SUBJECT:

Ordinance 17-016 Eliminating Compensation for Members of City Appointed Boards. SECOND READING

SUMMARY:

Many of the City boards provide compensation to their members, usually $10 or $20 per month, for attending meetings.

The City Charter states that members of any advisory boards shall serve without compensation. (Charter, Article V, § 51)

Eliminating compensation would bring the City into compliance with the Charter.

RECOMMENDATION:

Eliminate compensation for board members.

ALTERNATIVES:

Remain under current system with compensation provided to many of the boards.

RESPONSIBLE STAFF:

James M. Messer, City Attorney

COORDINATED WITH:

Nicholas C. Mimms, P.E., City Manager

Fiscal Impact

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

OTHER INFORMATION:

Minimal compensation paid to board members would be retained.

Attachments

Ordinance No. 17-016, Eliminating Board Member Compensation

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/24/2017 01:42 PM

Form Started By: Angela Wilkinson Started On: 03/15/2017 01:18 PM

Final Approval Date: 04/04/2017

ORDINANCE NO. 17-016

AN ORDINANCE REPEALING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XII, SECTION 2-225; CHAPTER 5, ARTICLE II, SECTION 5-19(e); AMENDING CHAPTER 2, ARTICLE XIII, SECTION 2-243(c); CHAPTER 22, ARTICLE X, SECTION 22-147(d); ELIMINATING COMPENSATION TO BOARD MEMBERS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 51 of the City of Fort Pierce Charter affirmatively states that members of advisory boards shall serve without compensation; and

WHEREAS, on June 6, 1983, the City of Fort Pierce Commission adopted Ordinance No. I-13 for the purpose of providing compensation to the members of the City Planning Board; and

WHEREAS, on June 6, 1983, the City of Fort Pierce Commission adopted Ordinance No. I-14 for the purpose of providing compensation to the members of the Board of Examiners of Contractors; and

WHEREAS, on June 6, 1983, the City of Fort Pierce Commission adopted Ordinance No. I-16 for the purpose of providing compensation to the members of the Board of Adjustment; and

WHEREAS, on June 6, 1983, the City of Fort Pierce Commission adopted Ordinance No.I-15 for the purpose of providing compensation to the members of the Code Enforcement Board; and

WHEREAS, it is necessary to align the Ordinances with the City of Fort Pierce Charter; and

WHEREAS, elimination of compensation to any and all board members reduces administrative costs and the burden of having to process such payments; and

WHEREAS, service on any and all boards should be a matter of civic duty without compensation.

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

SECTION 1. Fort Pierce Code of Ordinances, Chapter 2, Article XII, Section 2-225 is hereby repealed so that the same shall read as follows:

Sec. 2-225. - Reserved. ~~Compensation of members.~~

~~Members of the city planning board shall each receive compensation in the amount of ten dollars ($10.00) per month, contingent upon attendance at a minimum of one meeting per month, payable on a quarterly basis. Responsibility for reporting attendance to receive compensation shall be placed with the board's staff coordinator.~~

SECTION 2. Fort Pierce Code of Ordinances, Chapter 5, Article II, Section 5-19(e) is hereby repealed so that the same shall read as follows:

Sec. 5-19. - Reserved. ~~Board of examiners—Members; officers generally; meetings; rules.~~

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

SECTION 3. Fort Pierce Code of Ordinances, Chapter 2, Article XIII, Section 2-243(c) is hereby amended so that the same shall read as follows:

(c) *Chairman, quorum, ~~compensation,~~ expenses*. The members of the enforcement board shall elect a chairman from among its members. The presence of four (4) or more members shall constitute a quorum of the enforcement board. ~~Members of the enforcement board shall each receive compensation in the amount of ten dollars ($10.00) per month, contingent upon attendance at a minimum of one meeting per month, payable on a quarterly basis. Responsibility for reporting attendance to receive compensation shall be placed with the board's staff coordinator.~~ Members may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the local governing body or as otherwise provided by law.

SECTION 4. Fort Pierce Code of Ordinances, Chapter 22, Article X, Sections 22-147(d) is hereby amended so that the same shall read as follows:

(d) *Appropriations~~,~~ and fees ~~and other income~~*. ~~Members of the board of adjustment shall receive compensation in the amount of ten dollars ($10.00) per meeting, contingent upon attendance at the meeting, payable on a quarterly basis. Responsibility for reporting attendance to receive compensation shall be placed with the board of adjustment staff coordinator.~~ The city commission is authorized and empowered to appropriate such ~~other~~ funds as it may see fit for ~~salaries,~~ fees and expenses necessary to conduct the work of the board of adjustment. The board of adjustment shall have the authority to expend all sums so appropriated and other sums made available for its use from fees and other sources to carry out its powers and duties.

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, rule or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 7. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq., City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.17-016 was duly advertised by title only in the St. Lucie News Tribune on March 24, 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 April 3, 2017; and was duly introduced, read by title only, and passed on second and final reading on April 17, 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 17th day of April, 2017.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

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, Tracey Jones, 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	1538222	Meetings: 3 ORDS	Meetings

Pub Dates
March 24, 2017

Sworn to and subscribed before me this day of, March 23, 2017, by

_____, who is

Tracey Jones

(X) personally known to me or

( ) who has produced _____ as identification.

RECEIVED
MAR 27 2017
FINANCE DEPARTMENT

_____
Linda Joyce Klein Notary Public

LINDA JOYCE KLEIN
Notary Public – State of Florida
Commission # GG 081422
My Comm. Expires Mar 9, 2021
Bonded through National Notary Assn.

Ad Number: 1538222
Insertion Number: N/A
Size: 1 Col x 129 ag
Color Type: N/A
Advertiser: City of Fort Pierce
Agency: N/A
Section-Page-Zone(s): E-5-All
Description: Meetings: 3 ORDS

Notice To Creditors

3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is March 17, 2017.

Personal Representative:
FREDERICK R. WIERDSMA III
59 Highland Avenue
New Hartford
Connecticut 06057
Attorney for Personal Representative:
George G. Collins, Jr., Esq.
Attorney
Florida Bar Number: 110742
COLLINS BROWN BARKETT GARAVAGLIA & LAWN, CHARTERED
756 Beachland Boulevard
VERO BEACH, FL 32963
Telephone: (772) 231-4343
Fax: (772) 234-5213
E-Mail: gcollins@verolaw.com
Secondary E-Mail:
maverill@verolaw.com
Pub: March 17, 24, 2017
TCN 1524645

Other Public Notices

BEFORE THE BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA

NOTICE OF INTENT

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Lucie County, Florida will consider adopting Ordinance 17-XX, which, if adopted, would amend and restate Article III, Chapter 24 (Fire Protection) of the St. Lucie County Code and Compiled Laws by amending Section 24-55 (Computation of the Amount of Fire/EMS Protection Impact Fee) to adjust the amount of the fees as recommended in the October 4, 2016 Updated Technical Memorandum prepared by Dr. James C. Nicholas, and Section 24-62(a) (Use of Funds) to incorporate the October 4, 2016 Updated Technical Memorandum. The first of two public hearings will be held before the St. Lucie County Board of County Commissioners on Tuesday, the 4th day of April 2017 at 6:00 p.m., or as soon thereafter as the matter may be heard in the St. Lucie County Commission Chambers at the St. Lucie County Administration Building Annex, Third Floor, 2300 Virginia Avenue, Fort Pierce, Florida. The hearing may be continued from time to time as may be necessary. Matters affecting your personal and property rights may be heard and acted upon. All interested persons are invited to attend and be heard. Written comments received in advance of the public hearing will also be heard. The St. Lucie County Board of County Commissioners has the power to review, approve, modify or deny any ordinance within their area of responsibility. If it becomes necessary, a public hearing may be continued to a date certain.
Copies of the proposed ordinance may be obtained from the County Attorney's Office, St. Lucie County Administration Building Annex, 2300 Virginia Avenue, Fort Pierce, Florida, 34982. Amendments to the Ordinance may be made at the public hearing.
If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, commission, agency, council or advisory group, that person will need a record of the proceedings and that, 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. Upon the request of any party to the proceedings, individuals testifying during a hearing will be sworn in. Any party to the proceeding will be granted an opportunity to cross-examine any individual testifying during a hearing upon request.
Anyone with a disability requiring accommodation to attend this meeting should contact George Landry, Risk Manager, at (772) 462-1783, or T.D.D. (772) 462-1428, at least forty-eight (48) hours prior to the meeting.
The title of the proposed ordinance is:

ORDINANCE
AN ORDINANCE AMENDING ARTICLE III, CHAPTER 24, FIRE/EMS PROTECTION IMPACT FEE, ST. LUCIE COUNTY CODE AND COMPILED LAWS BY AMENDING SECTION 24-55, COMPUTATION OF THE AMOUNT OF FIRE/EMS PROTECTION IMPACT FEES TO ADJUST THE FEES; AMENDING SECTION 24-62(a), USE OF FUNDS, TO INCORPORATE THE UPDATED TECHNICAL MEMORANDUM DATED OCTOBER 4, 2016 PREPARED BY JAMES C. NICHOLAS, PH.D. AND SECTION 24-62(a) (USE OF FUNDS) TO INCORPORATE THE OCTOBER 4, 2016 UPDATED TECHNICAL MEMORANDUM; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR ADOPTION; AND PROVIDING FOR CODIFICATION.

THIS NOTICE EXECUTED and dated this 24th day of March 2017.

Submitted by:
Daniel S. McIntyre
County Attorney
Pub: March 24, 2017
TCN 1537318

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Public Notices

CITY OF FORT PIERCE

NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to Sec. 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, April 3, 2017 and Monday, April 17, 2017, at their meetings which begin at 6:30 p.m., hold Public Hearings on the enactment of the proposed ordinances on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. Highway #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 17-015
AN ORDINANCE AMENDING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XI, SECTION 2-201(a); ELIMINATING PARTICIPATION OF UNCERTIFIED ALTERNATE MEMBERS IN DISCUSSIONS OR DELIBERATIONS OF BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 17-016
AN ORDINANCE REPEALING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XII, SECTION 2-225; CHAPTER 5, ARTICLE II, SECTION 5-19(e); AMENDING CHAPTER 2, ARTICLE XIII, SECTION 2-243(c); CHAPTER 22, ARTICLE X, SECTION 22-147(d); ELIMINATING COMPENSATION TO BOARD MEMBERS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 17-018
AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 4 – ANIMALS TO ALLOW FOR COMMUNITY CATS BY AMENDING SEC. 4-1 – DEFINITIONS; SEC. 4-22 – RESTRAINT OF ANIMALS, GENERALLY; SEC. 4-50 – REGISTRATION REQUIRED; SEC. 4-72 – IMPOUNDMENT AND DISPOSITION NOT UNDER RESTRAINT, AT LARGE, AND NUISANCE ANIMALS; 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 Public Hearings and be heard with respect to the proposed ordinances. Said proposed ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.
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.
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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 24, 2017
TCN 1538222

NOTICE

Notice is given that applications have been made to the Federal Deposit Insurance Corporation and the Florida Office of Financial Regulation for consent for Harbor Community Bank (Ft. Pierce, Florida) to acquire by merger Jefferson Bank of Florida (Oldsmar, Florida). The main office of Harbor Community Bank, as the resulting bank of the transaction, will be located in Ft. Pierce, Florida. It is contemplated that the main offices and branch offices of the above-named banks will continue to operate. These applications are being made pursuant to the Bank Merger Act at 12 U.S.C. § 1828(c) and applicable laws and regulations in the state of Florida. Any person wishing to comment on these applications may file his or her comments with the regional director of the Federal Deposit Insurance Corporation at the appropriate FDIC office (Regional Director Michael Dean, 10 Tenth Street, NE, Suite 800, Atlanta, Georgia 30309) not later than April 23, 2017. The nonconfidential portions of the applications are on file at the appropriate FDIC office and are available for public inspection during regular business hours. Photocopies of the nonconfidential portion of the application file will be made available upon request. Copies of comments submitted to the FDIC may also be provided to the Florida Office of Financial Regulation, Division of Financial Institutions (200 East Gaines Street, Tallahassee, Florida 32399).
Pub: March 24, April 5, 18, 2017
TCN 1539062

Request for Bids

REQUEST FOR BID (RFB) 2017-2934

Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
E-mail: pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

SEABRANCH BOULEVARD RESURFACING

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, April 12, 2017. Bids received after the designated time and date will not be considered.
The basic bid document is available at www.martin.fl.us. Type "bids" in the Search box then click on "Bid Search".
The complete bid document including plans may be downloaded from www.demandstar.com .
Martin County is an equal opportunity/affirmative action employer.
Funds for this project are derived from the Small County Outreach Program (SCOP) appropriated by and administered through the State of Florida Department of Transportation (FDOT).

By order of the Board of County Commissioners of Martin County, Florida.
Pub: March 13, 24, 2017
TCN 1521083

Tax Deed Application

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 16-154

NOTICE IS HEREBY GIVEN, that CAPITAL ONE CLTRL ASSIGNEE OF FIG 2222, LLC the holder of the following certificate has filed said certificate 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.: 2014/1926
Year of Issuance: 2014
Address:
522 N. 27TH ST, FP

Property Description:
LOT 10, BLOCK 6, EMANCIPATION PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 38, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA; TOG ETHER WITH THE WEST 5 FEET OF VACATED ALLEY ADJACENT ON THE EAST; SAME HAVING BEEN VACATED PURSUANT TO THAT CERTAIN ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 1036, AT PAGE 1522 OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA
Parcel ID:2408-501-0090-000/3
Name(s) in Which Assessed:
FRANK GHENT (EST)
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 10th of April, 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 04/10/2017 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, please contact the Tax Collector, 772-462-1650.
Date this 15th day of March, 2017.

ANGELA RIGGINS,
Deputy Clerk
Clerk of the Circuit Court,
St. Lucie County
Pub: March 18, 20, 24, 27, 2017
TCN 1532117

Other Public Notices

Notice of Bid/Request for Proposal

DEPARTMENT OF CORRECTIONS
MARTIN CORRECTIONAL INSTITUTION DORMS D & F REROOF

ADVERTISEMENT FOR BIDS

PROPOSALS ARE REQUESTED FROM CERTIFIED ROOFING CONTRACTORS BY THE STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS, FOR THE CONSTRUCTION OF:

Project #: OX-30

Project Name & Location: Martin Correctional Institution Dorms D & E Reroof, 1150 S.W. Allapattah Road, Indiantown, Florida 34956

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: If the construction Contract award amount is $100,000 or less, a Performance Bond and a Labor and Material Payment Bond are not required.

PUBLIC ENTITY CRIME INFORMATION STATEMENT: A person, or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to a public entity; may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (F.S.) for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

PREQUALIFICATION: Each Bidder, whose field is governed by Chapter 399, 489, and 633 F.S., for licensure or certification, must submit prequalification evidence of their eligibility to submit Bids, as soon as possible. Bidders must receive confirmation of their prequalification five (5) calendar days prior to the bid opening date. If not previously qualified by the Department for the current biennium (July 1 through June 30) of odd numbered years, or you are unsure, please contact Mr. Roosevelt Petithomme, at Roosevelt.Petithomme@fdc.myflorida.com for prequalification instructions. After the bid opening, the low Bidder must qualify in accordance with Rule 60D-5.004, Florida Administrative Code (F.A.C.). A copy of the rule requirements is included in the "Instruction to Bidders," under Article B-2 "Bidder Qualification Requirements and Procedures."

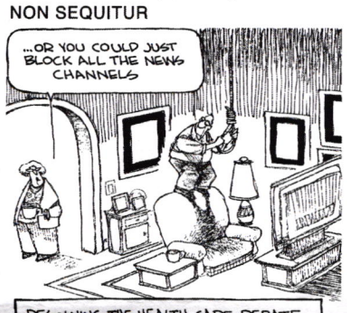
Sealed Bids will be received, publicly opened, and read aloud on:
DATE AND TIME: April 27, 2017, at 2:00 P.M., Eastern Time (ET).

PLACE: MLD ARCHITECTS, 211 JOHN KNOX RD, SUITE 105, TALLAHASSEE, FLORIDA 32303.
Any person with a qualified disability requiring special accommodations at the pre-bid conference, and/or bid opening, shall contact the person listed below at least (5) business days prior to the event. If you are hearing or speech impaired, please contact this office by using Florida Relay Services by dialing 1-800-955-8771 (TDD).

PROPOSAL: Bids must be submitted, in full, in accordance with the requirements of the Drawings, Specifications, Bidding Conditions, and Contractual Conditions, which may be examined and obtained from the: MLD Architects, (850) 385-9200. Drawings and specifications may be purchased by Roofing Contractors for a non-refundable price of $20 per electronic set from the Architect. Partial sets may not be purchased.
A mandatory pre-bid conference will be held on April 6th at 9:00 A.M., ET at the Martin Correctional Institution's Administration Building conference room. A brief walk-through of the work area(s) will be conducted as part of the pre-bid conference. Everyone attending the pre-bid conference must have completed a background screening, have a valid driver's license, or a valid photo ID, and must sign in and out at the Martin Correctional Institution's Administrative Office. For a background check, interested parties must send an email to Jay Friedman at: Jay.Friedman@fdc.myflorida.com, at least two (2) business days prior to the date of the site visit, and furnish them with the following information on all attendees: Attendee's full name, social security number, date of birth, gender, race, driver's license number, and state of issuance. Persons present as attendees must be the same individuals for whom information was provided and must be approved by the Department prior to the site visit. For security reasons, admittance of any person not previously approved is at the sole discretion of the Warden. Bidders who did not seek prior approval may be denied access.
NOTE: Any technical questions regarding this Bid, or requests for substitutions, must be submitted in writing, by email, to the address listed below, and must be received no later than April 13, 2017 5:00 P.M. ET. Only written questions and answers will be binding. Email: LendlHodgeMLD@gmail.com please put "Martin Correctional Institute Bid" in the subject line.

CONTRACT AWARD: Bid Tabulation and Notice of Award Recommendation will be sent to Bidders by email, return receipt requested. If no protest is filed per Article B-22 of the Instructions to Bidders, "Notice and Protest Procedures," the Contract will be awarded by the Secretary, Florida Department of Corrections. The Department reserves the right to reject any or all Bids.
Pub: March 24, 2017
TCN 1536884

NON SEQUITUR



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Highway, Stuart
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velde-ford.com
488 US Hwy 1
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772-569-3400

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3801 SE Federal
Hwy., Stuart
772-283-6000

WALLACE JEEP
2755 SE Federal Highway,
Stuart 772-220-3600

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855 S. US ONE
800-375-2966
verobeachcjd.com

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

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
Friday, March 24, 2017

City Commission Regular Meeting **11.B.6.**

Meeting Date: 04/17/2017

Re: Abolishment of Code Enforcement Board

Submitted For: James Messer, City Attorney, City Attorney

SUBJECT:

Ordinance 17-017 Abolishing the Code Enforcement Board. FIRST READING

SUMMARY:

Ordinance providing for the abolishment of the Code Enforcement Board with the powers and duties shifted to a Special Magistrate.

Benefits of transferring Code Enforcement matters to a Special Magistrate include:

1. Quasi-judicial matters are better handled by Special Magistrates who, as attorneys, have the legal expertise and background to give them a better understanding of the issues.

2. More economical and efficient for the City to present case to a Special Magistrate because of legal training.

3. Eliminates politicization of the process and ensures consistency in results.

Special Magistrates have been used in Code Enforcement matters by the City since 2000. Abolishment of the Code Enforcement Board would eliminate an unnecessary layer of bureaucracy and eliminate the administrative burden on the Department Head of providing notice, processing paperwork and managing a board.

RECOMMENDATION:

Abolish the Code Enforcement Board and transfer the powers and duties to a Special Magistrate.

ALTERNATIVES:

Retain the current system with the Code Enforcement Board remaining in place.

RESPONSIBLE STAFF:

James M. Messer, City Attorney

COORDINATED WITH:

Nicholas, C. Mimms, P.E., City Manager
Peggy Arraiz, Code Compliance Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2017
Account: TBD
Amount: TBD
OTHER INFORMATION:
Financial impact to be determined.

Attachments

Ord. No. 17-017 Abolishing Code Enforcement Board

Form Review

Inbox	Reviewed By	Date
City Manager	Angela Wilkinson	04/07/2017 03:38 PM
City Manager	Nick Mimms	04/10/2017 02:53 PM

Form Started By: Angela Wilkinson Started On: 03/15/2017 02:46 PM
Final Approval Date: 04/10/2017

ORDINANCE NO. 17-017

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES, CHAPTER 2, ARTICLE XIII AND CHAPTER 2, ARTICLE XIII.5 SECTION 2-253 BY ABOLISHING THE FORT PIERCE MUNICIPAL CODE ENFORCEMENT BOARD, TRANSFERRING ALL DUTIES OF THE CODE ENFORCEMENT BOARD TO THE SPECIAL MAGISTRATE, AND DELETING REFERENCES THEREIN TO THE CODE ENFORCEMENT BOARD; REPEALING CHAPTER 2, ARTICLE XIII.5 SECTION 2-253.5; AMENDING CHAPTER 2, ARTICLE XX, SECTION 2-331; CHAPTER 8.5, ARTICLE III, SECTION 8.5-48; CHAPTER 9, ARTICLE XIII, SECTION 9-371(a); CHAPTER 11.5, ARTICLE I, SECTION 11.5-6; CHAPTER 11.5, ARTICLE II, SECTIONS 11.5-28(b) AND 11.5-29; CHAPTER 16, ARTICLE III, SECTIONS 16-51, 16-54, AND 16-55(b); CHAPTER 22, ARTICLE XII, DIVISION 1, SECTION 22-181; AND CHAPTER 23, ARTICLE VII, DIVISION 3, SECTION 23-119(c) BY DELETING REFERENCES TO THE CODE ENFORCEMENT BOARD AND SUBSTITUTING SPECIAL MAGISTRATE; AMENDING CHAPTER 7, ARTICLE III, SECTION 7-33; CHAPTER 9, ARTICLE II, SECTION 9-27(c); CHAPTER 10, ARTICLE III, SECTIONS 10-305(a)(11), 10-306(b), 10-307(d), 10-307(f); AND CHAPTER 17, ARTICLE III, SECTION 17-60 BY DELETING REFERENCES TO THE CODE ENFORCEMENT BOARD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Fort Pierce, Florida established the Fort Pierce municipal code enforcement board; and

WHEREAS, the City of Fort Pierce, Florida has also utilized two special magistrates to preside over municipal code enforcement hearings since 2000; and

WHEREAS, municipal code enforcement hearings are complex because of the nature and variety of laws that must be applied in order to resolve complicated factual scenarios; and

WHEREAS, quasi-judicial matters are better handled by special magistrates; because special magistrates as attorneys have legal expertise and background giving them a better understanding of legal issues and procedural matters relating thereto; and

WHEREAS, special magistrates because of their legal training and expertise in the disposition of quasi-judicial hearings create a complete and accurate record of the proceedings; and

WHEREAS, the City of Fort Pierce, Florida desires to abolish the municipal code enforcement board and utilize special magistrates to conduct municipal code enforcement hearings.

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

SECTION 1. That chapter 2, article XIII of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

ARTICLE XIII. - MUNICIPAL CODE ENFORCEMENT ~~BOARD~~

Sec. 2-240. - Short title.

This article shall be known as the "City of Fort Pierce Municipal Code Enforcement ~~Board~~ Ordinance."

Sec. 2-241. - Intent.

(a) The position of the City of Fort Pierce code enforcement special magistrate exists~~It is the intent of this article~~ to promote, protect and improve the health, safety and welfare of the citizens of the city by providing an equitable, expeditious, effective and inexpensive method of enforcing the technical codes in force in the city, including, but not limited to, occupational license, fire, building, zoning, and sign codes.

(b) The City of Fort Pierce code enforcement board is abolished. However, all prior actions, orders and liens imposed by the code enforcement board shall remain in full force and effect.

Sec. 2-242. - Definitions.

For the purposes of this article:

Code inspector means any authorized agent or employee of the municipality whose duty it is to ensure code compliance.

~~*Enforcement board* means the code enforcement board.~~

Local governing body means the legislative body of the municipality.

Local governing body attorney means the legal counselor for the municipality.

Special Magistrate means an attorney and member of the Florida Bar who shall be appointed by the city commission for a term of two (2) years to preside over code enforcement matters and who may be discharged by the city commission at its discretion, with or without cause.

Sec. 2-243. – ~~Organization~~Special Magistrate.

Pursuant to F.S. § 162.03, the local governing body adopts a code enforcement system that gives the office of the special magistrate the authority to hold hearings and assess fines against violators of the codes and ordinances of the city. The special magistrate shall have the jurisdiction and authority to hear and to decide alleged violations of the codes and ordinances of the city, and exercise the powers of a code enforcement board as provided in F.S. ch. 162, and this Code.

~~(a) *Membership—Appointment; qualifications.* The local governing body may appoint a seven-member code enforcement board and legal counsel for the enforcement board. Members of the enforcement board shall be residents of the municipality. Appointments shall be made in accordance with the city charter on the basis of experience or interest in the fields of zoning and~~

~~building control. The membership of the enforcement board shall, whenever possible, include an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.~~

~~(b) *Same—Terms, vacancies, removal.* The initial appointments to the enforcement board shall be as follows:~~

~~(1)Two (2) members appointed for a term of one (1) year;~~
~~(2)Three (3) members appointed for a term of two (2) years;~~
~~(3)Two (2) members appointed for a term of three (3) years;~~
~~(4)One (1) alternate member for a term of three (3) years.~~

~~Thereafter, all appointments shall be made for a term of three (3) years. A member may be reappointed for any number of successive terms upon approval of the local governing body. Appointments to fill any vacancy on the enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two (2) out of three (3) successive meetings without cause and without prior approval of the chairman, the board shall declare the member's office vacant, and the local governing body shall promptly fill such vacancy. The members shall serve in accordance with the ordinances of the local governing body and may be suspended and removed for cause, as provided in such ordinances for removal of members of boards.~~

~~(c) *Chairman, quorum, compensation, expenses.* The members of the enforcement board shall elect a chairman from among its members. The presence of four (4) or more members shall constitute a quorum of the enforcement board. Members of the enforcement board shall each receive compensation in the amount of ten dollars ($10.00) per month, contingent upon attendance at a minimum of one meeting per month, payable on a quarterly basis. Responsibility for reporting attendance to receive compensation shall be placed with the board's staff coordinator. Members may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the local governing body or as otherwise provided by law.~~

~~(d) *Local governing body attorney.* The local governing body attorney shall either be counsel to the code enforcement board or shall represent the city by presenting cases before the board; but in no case shall the local governing body attorney serve in both capacities.~~

Sec. 2-244. - Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no ~~member of the board~~ special magistrate shall have the power to initiate such enforcement proceedings.

(b) Except as provided in subsection (c), if a violation of the codes is found, the code inspector shall notify the violator and give him such violator a reasonable time to correct the violation. The notice shall be in writing, delivered either through regular mail or by hand delivery of the code inspector. Should the violation continue beyond the time specified for correction, the code inspector shall notify the ~~enforcement board~~ special magistrate and request a hearing pursuant to the procedure in section 2-245. Written notice shall be mailed to said violator as provided in this article.

(c) If the code inspector has reason to believe a violation presents a serious threat to the public health, safety and welfare, the code inspector may proceed directly to the procedure in section 2-245 without notifying the violator.

Sec. 2-245. - Conduct of hearing.

(a) The ~~chairman of the enforcement board~~ special magistrate may call code enforcement hearings ~~of the enforcement board; hearings may also be called~~

~~by written notice signed by at least three (3) members of the enforcement board~~. The ~~enforcement board~~ special magistrate at any hearing may set a future hearing date. The ~~enforcement board~~ special magistrate shall attempt to ~~convene~~ hold a hearing no less frequently than once every two (2) months, but ~~it~~ the special magistrate may ~~meet~~ hold a hearing more or less often as the demand necessitates. Minutes shall be kept of all hearings by the ~~enforcement board~~ special magistrate, and all hearings and proceedings shall be open to the public. The local governing body shall provide clerical and administrative personnel as may be reasonably required by the ~~enforcement board~~ special magistrate for the proper performance of ~~its~~ the special magistrate's duties.

(b) Each case before the ~~enforcement board~~ special magistrate shall be presented by either the local governing body attorney or by a member of the administrative staff of the local governing body.

(c) The ~~enforcement board~~ special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The ~~enforcement board~~ special magistrate shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings.

(d) At the conclusion of the hearing, the ~~enforcement board~~ special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with powers granted in this article. ~~The finding shall be by motion approved by a majority of those present and voting, except that at least four (4) members of the enforcement board must vote for the action to be official.~~

Sec. 2-246. - Powers.

The ~~enforcement board~~ special magistrate shall have the power to:

(1) Adopt rules for the conduct of ~~its~~ special magistrate hearings;

(2) Subpoena alleged violators and witnesses to ~~its~~ special magistrate hearings. Subpoenas may be served by the sheriff of the county, code inspector, or by any other person designated by the city commission;

(3) Subpoena evidence;

(4) Take testimony under oath;

(5) Issue orders having the force of law, commanding whatever steps are necessary to bring a violation into compliance.

Sec. 2-247. - Administrative fines; liens.

The ~~enforcement board~~ special magistrate, upon notification by the code inspector that a previous order of the ~~enforcement board~~ special magistrate has not been complied with by the set time, may order the violator to pay a fine not to exceed two hundred fifty dollars ($250.00) for each day the violation continues past the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists or, if the violator does not own the land, upon any other real or personal property owned by the violator and may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed otherwise to be a judgment of a court except for enforcement purposes. After one year from the filing of any such lien which remains unpaid, the ~~enforcement board~~ special magistrate may authorize the city attorney to foreclose on the lien.

Sec. 2-248. - Duration of lien.

No lien provided by this article shall continue for a period longer than twenty (20) years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Sec. 2-249. - Appeals.

An aggrieved party, including the local governing body, may appeal a final administrative order of the ~~enforcement board~~ special magistrate to the circuit court. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

Sec. 2-250. - Notices.

All notices required by this article except as otherwise provided, shall be by certified mail, return receipt requested, or where mail would not be effective, by hand delivery by the code inspector.

Sec. 2-251. - Provisions of article supplemental.

Nothing contained in this article shall prohibit the city commission from enforcing its codes by any other means. It is the legislative intent of this article to provide an additional or supplemental means of obtaining compliance with local codes.

SECTION 2. That chapter 2, article XIII.5, section 2-253 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-253. - Definitions.

Citation means the notice issued by a code enforcement officer in a form prescribed by the city and shall contain:

(1) The date and time of issuance.

(2) The name and address of the person to whom the citation is issued.

(3) The date and time the civil infraction was committed.

(4) The facts constituting reasonable cause.

(5) The number or section of the code or ordinance violated.

(6) The name and authority of the code enforcement officer.

(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.

(8) The applicable civil penalty if the person elects to contest the citation.

(9) The applicable civil penalty if the person elects not to contest the citation.

(10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest

the citation and that, in such case, judgment may be entered against that person for an amount up to the maximum civil penalty.

Code enforcement officer means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city, and may include code inspectors, building inspectors, law enforcement officers and animal control officers. The training and qualifications of the employees or agent shall be determined by the city.

Person means any natural person, firm, co-partnership, association, or corporations, or individual acting on behalf of or employed by a business. If other than a natural person, the citation shall be issued in the name of an individual who is an officer, director, or partner of the firm, co-partnership, association, or corporation.

Special magistrate ~~means an attorney and member of the Florida Bar who shall be appointed by the city commission for a term of two (2) years to preside over code enforcement matters from time to time as necessary and who may be discharged by the commission at its discretion, with or without cause. The special magistrate shall have the same jurisdiction and authority of the code enforcement board to hear and to decide any alleged violations of the codes and ordinances of the city and as same may be amended from time to time~~ shall have the meaning set forth in section 2-242 of this Code.

SECTION 3. That chapter 2, article XIII.5, section 2-253.5 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby repealed so that the same shall read as follows:

Sec. 2-253.5. - ~~Proceedings before special magistrate~~Reserved.

~~The department of code enforcement is authorized in its discretion, to refer enforcement proceedings, otherwise subject to chapter 2, article XIII, to a special magistrate, whose proceedings shall be subject to the provisions of article XIII. The special magistrate shall have the same status as the code enforcement board and references in this Code to the enforcement board shall include and apply to the special magistrate where context permits. The city attorney or designee shall represent the city by presenting those certain cases designated for hearing before the special magistrate.~~

SECTION 4. That chapter 2, article XX, section 2-331 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-331. - Dead or diseased tree removal on private property.

The city shall have the right to cause the removal of any dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to the other trees within the city. The city tree board will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty (60) days after the date of service of notice. In the event of failure of the owners to comply with such provisions, the city tree board shall forward the matter to the ~~code enforcement board~~ special magistrate for appropriate action.

SECTION 5. That chapter 7, article III, section 7-33 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 7-33. - Enforcement and penalties.

Provisions of this Article may be enforced by the city as a civil violation pursuant to chapter 2, article XIII, ~~whether any such proceeding is before the code enforcement board or special magistrate,~~ or chapter 2, article XIII.5 (Supplemental

Municipal Code Enforcement Procedures), or may be enforced by the police department as a misdemeanor, pursuant to F.S. §162.22.

SECTION 6. That chapter 8.5, article III, section 8.5-48 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 8.5-48. - Penalty and enforcement.

Any person who violates any provisions of this article shall, upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the county jail not to exceed sixty (60) days or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate violation. This article shall also be subject to enforcement by the Local Government Code Enforcement Board's Act, Chapter 162, Florida Statutes, as amended, through the city ~~code enforcement board~~ special magistrate. Enforcement may also be by suit for declaratory, injunctive or other appropriate relief in a court of competent jurisdiction.

SECTION 7. That chapter 9, article II, section 9-27(c) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 9-27. - Delinquent business tax receipt; doing business without a receipt; receipt obtained by fraud; enforcement.

(c) In addition to the foregoing penalties, any person engaged in any trade, business, profession or occupation within the city without a receipt, or under a receipt issued upon false statement made by said person or in his behalf, shall be subject to prosecution and upon conviction thereof shall be punished as provided by section 1-5 of this Code, or may alternatively be prosecuted pursuant to Chapter ~~5~~2, Article XIII (Municipal Code Enforcement ~~Board~~) or Chapter 2, Article XIII.5 (Supplemental Municipal Code Enforcement Procedures). Upon a finding of violation, all utility services to the premises occupied by the business, occupation or profession shall be immediately discontinued until the violator is eligible for and receives a business tax receipt. Any notification that a violation of this section is being charged shall include this statement: "In the event you are found in violation of section 9-27(b) for doing business without a business tax receipt, all utility services to the business premises will be suspended while the violation continues."

SECTION 8. That chapter 9, article XIII, section 9-371(a) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 9-371. - Penalties.

(a) Violation of any of the sections of this article is subject to the powers of the ~~code enforcement board~~ special magistrate.

SECTION 9. That chapter 10, article III, sections 10-305(a)(11), 10-306(b), 10-307(d), and 10-307(f) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 10-305. - Owner responsibility; defenses.

(a)(11) There exists any other valid defense why the violation notice should be voided, dismissed, or excused as found by the ~~code enforcement board or~~ special magistrate after an appeal hearing.

Sec. 10-306. - Enforcement.

(b) *Jurisdiction.* Jurisdiction over violations of Section 10-302 and appeals of violation notices issued for such violations shall be vested in the ~~code enforcement board and~~ special magistrates of the city pursuant to Chapter 2 of this Code and not in the county court.

Sec. 10-307. - Rights of owner; appeal hearings.

(d) *Conduct of hearings; orders.* The hearing shall be conducted by the ~~code enforcement board or~~ special magistrate and appropriate orders entered pursuant to Chapter 2 of this Code.

(f) *Findings after hearing; penalties and costs.* If, after the hearing, the ~~code enforcement board or~~ special magistrate finds that the violation occurred and that the owner is responsible pursuant to this article, the civil penalty in the amount specified on the violation notice shall be assessed against the owner, plus the costs of the administrative hearing and the costs of enforcement. The owner shall not be liable for the payment of any civil penalty or costs if the finding is that the violation did not occur or that a valid defense to the violation exists.

SECTION 10. That chapter 11.5, article I, section 11.5-6 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 11.5-6. - Enforcement.

The provisions of this chapter may be enforced by:

(a) A suit brought by the city commission in the circuit court to restrain, enjoin or prevent a violation of this chapter; or

(b) Enforcement proceedings by the city ~~code enforcement board~~ special magistrate; or

(c) Criminal prosecution as provided by the Florida Statutes.

SECTION 11. That chapter 11.5, article II, sections 11.5-28(b) and 11.5-29 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 11.5-28. - Suspension and revocation of permits.

(b) *Suspension for violation of building, fire, health or zoning provision, code, ordinance or regulation.* In the event a permittee is found, pursuant to section 11.5-7, to be in violation of a building, fire, health or zoning provision, code, ordinance or regulation, whether federal, state or local, including section 11.5-40 of this chapter, and such permittee fails to cure the violation within such time as might be specified by the ~~code enforcement board~~ special magistrate or court, the department shall promptly notify the permittee that the permit is suspended, such suspension to remain in effect until the department determines that the violation has been corrected.

Sec. 11.5-29. - Suspension and revocation proceedings.

(a) *Challenge to suspension or revocation.* If the department notifies a permittee in writing of the suspension or revocation of a permit, then in such event the suspension or revocation shall become final and effective twenty (20) days after mailing to the permittee's record address, or fifteen (15) days after actual delivery of the notice to the permittee, unless prior to the expiration of such period the permittee files with the department a written response stating the reasons why the suspension or revocation is alleged to be an error or inappropriate and files a written notice of intent to challenge the suspension or revocation with request for a hearing.

(b) *Hearing on suspension or revocation.* When a permittee files a written response and notice of intent to challenge a suspension or revocation, then a public hearing to determine if the suspension or revocation will become

effective and final shall be held before the ~~code enforcement board~~ special magistrate in accordance with section 2-245. The permittee shall be given reasonable notice of such hearing and appeal may be made from the ~~board's~~ special magistrate's decision, in accordance with section 2-249.

(c) *Effective date of suspension or revocation.* The suspension or revocation of a permit shall take effect:

(1) After the period has elapsed which was available to file a notice of challenge with the department, in the event such notice was not filed; or

(2) The day following entry of a written order by the ~~board of code enforcement~~ special magistrate denying the challenge but such suspension or revocation shall be abated during any appeal from the ~~board's~~ special magistrate's decision.

(d) *Effect of final revocation.* If a permit is revoked, the permittee of the adult entertainment establishment shall not be allowed to obtain another adult entertainment permit for a period of one year, and no adult entertainment permit shall be issued to any other person for the location upon which the adult entertainment establishment was situated.

SECTION 12. That chapter 16, article III, sections 16-51, 16-54, and 16-55(b) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 16-51. - Removal and disposition of motor vehicles.

In the event a motor vehicle is declared by the department to be a nuisance in violation of this article, upon notice as provided by section 16-49, and upon an interested party's failure to timely request a hearing before the ~~code enforcement board~~ special magistrate then, in such event, the department may elect, in lieu of exercising procedures specified in section 16-50, to notify the police department. The police department shall then assign a tow truck operator to remove the vehicle all within the manner provided for by Chapter 9, Article IX (sections 9-301 through 9-310), the provisions of which are incorporated within, and adopted for this article.

Sec. 16-54. - Penalties.

Any person who has violated or who has been cited for violation of any of the provisions of this article shall be subject, in addition to the provisions of this article, to all provisions regarding enforcement of Ordinances contained in this Code including, but not limited to, reference of the violator to the ~~code enforcement board~~ special magistrate.

Sec. 16-55. - Enforcement of lien.

(b) After abatement of the nuisance, the department shall certify to the director of finance the expense incurred in abating the nuisance and shall include copies of all notices above described and a copy of any order entered by the ~~code enforcement board~~ special magistrate, whereupon such expense shall become payable within thirty (30) days, after which a special assessment lien and charge will be made upon the property, which shall be payable with interest at the rate of six per cent (6%) per annum from the date of such certification until paid. There shall be included in such assessment an additional charge amounting of one hundred dollars ($100.00) for administrative costs incurred by the city.

SECTION 13. That chapter 17, article III, section 17-60 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 17-60. - Enforcement remedies.

(a) In addition to any other remedies available at law or equity or provided in this article, the city, at its option, may apply any one or combination of the following remedies in the event that a permit applicant, permit holder, or any other person violates this article, or applicable local law or order related to use of any site for dredge material storage. In determining which remedy or remedies are appropriate, the city shall take into consideration the nature of the violation, the person or persons bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the city determines are appropriate to the public interest.

(b) Failure to comply with the provisions of this article or other law applicable may result in imposition of penalties to the city in an amount of not less than one hundred dollars ($100.00) per day or part thereof that the violation continues.

(c) Before imposing a fine pursuant to this section, the city engineer or designee shall give written notice of the violation and the intention of the city to assess such penalties, which notice shall contain a description of the alleged violation. Notice shall be by regular U.S. mail or by hand delivery. Following receipt of such notice, the person committing the violation shall have thirty (30) days to either:

(1) Cure the violation to the city's satisfaction; or

(2) File a written appeal with the city ~~code enforcement board or~~ special ~~master~~ magistrate to contest the alleged violation.

(d) Upon receipt of the written appeal, or the violator's failure to cure the violation, the city engineer or designee shall place the matter ~~on the city code enforcement board agenda, or~~ before a special ~~master~~ magistrate, for consideration within forty-five (45) days.

(e) Any violation that is not cured within that thirty-day period, shall accrue fines as provided herein, beginning with the first day of the violation, through any means allowed by law.

(f) In the event that the city engineer or his designee has reason to believe that a violation of this article presents a serious threat to the public health, safety, welfare the city engineer or his designee may directly refer the matter to ~~the code enforcement board or~~ any special ~~master~~ magistrate appointed by the city commission.

(g) Failure of the city to enforce any requirements of this article shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

(h) In any proceeding before the city regarding performance of obligations pursuant to this article, opportunity shall be afforded to provide such information as may be relevant concerning compliance with the terms and conditions of this article.

(i) After hearing any matter relating to violations of this article the ~~code enforcement board or~~ special ~~master~~ magistrate shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with this article and the powers granted under state and local law.

(j) Any officer who has probable cause to believe that any person has committed a violation of any kind, or any part of this article is hereby authorized to issue a citation to that person, as set forth in section 2-269 and the county court in and for St. Lucie County will hear the charge. Such citation for violation shall

be a civil infraction with a maximum civil penalty of five hundred dollars ($500.00) per violation. The form of written citation issued shall be in a form prescribed by the city commission or by administrative order of the chief judge of the nineteenth judicial circuit.

SECTION 14. That chapter 22, article XII, division 1, section 22-181 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 22-181. - Enforcement.

After the twenty-four-month establishment period for landscaping subject to section 22-180, the city will inspect the required landscaping and maintenance at least one time a year. Maintenance shall include the replacement of all unhealthy/dead material within thirty (30) days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the ~~code enforcement board~~ special magistrate for appropriate action. The thirty-day rule for compliance may be extended when necessary, by the city manager to permit recovery from acts of nature such as a hurricane or freeze.

SECTION 15. That chapter 23, article VII, division 3, section 23-119(c) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 23-119. - Revocation.

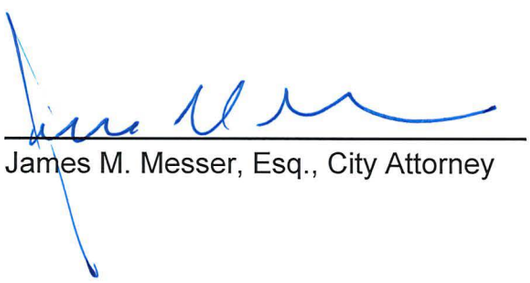
(c) Proceedings under this section may also be initiated following a finding by the ~~code enforcement board~~ special magistrate that a housing code violation has occurred. The historic preservation board shall provide notice to the current owner of record to the property and hold a hearing in the same manner as in a review of a certificate of appropriateness as specified in article VI.

SECTION 16. 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 17. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 18. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:



James M. Messer, Esq., City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.17-017 was duly advertised by title only in the St. Lucie News Tribune on April 7, 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 April 17, 2017; and was duly introduced, read by title only, and passed on second and final reading May 1, 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 ____ day of May, 2017.

_____

MAYOR COMMISSIONER

_____

CITY CLERK

(CITY SEAL)

City Commission Regular Meeting **11.B.7.**

Meeting Date: 04/17/2017

Re: Amend Animal Control Ordinance to allow TNR

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

SUBJECT:

Ordinance 17-018 Amending Chapter 4 - Animals, creating a definition of Community Cats and providing to exemption. SECOND READING.

SUMMARY:

An ordinance amendment providing for a definition of Community Cats and providing exemptions to the code to allow Community Cats. This amendment will allow for TNR (trap/neuter/return) programs to operate within the city limits.

RECOMMENDATION:

Approve the amendment as submitted.

ALTERNATIVES:

Deny the amendment as submitted.
Recommend alternative amendments.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

James Messer, City Attorney

Fiscal Impact

OTHER INFORMATION:

Unknown at this time.

Attachments

17-018

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/24/2017 02:00 PM

Form Started By: Peggy Arraiz Started On: 03/10/2017 01:35 PM

Final Approval Date: 04/04/2017

ORDINANCE NO. 17-018

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 4 – ANIMALS TO ALLOW FOR COMMUNITY CATS** BY AMENDING SEC. 4-1 – DEFINITIONS; SEC. 4-22 – RESTRAINT OF ANIMALS, GENERALLY; SEC. 4-50 – REGISTRATION REQUIRED; SEC. 4-72 – IMPOUNDMENT AND DISPOSITION NOT UNDER RESTRAINT, AT LARGE, AND NUISANCE ANIMALS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 4 of the Code of Ordinances of the City of Fort Pierce, Florida provides for the regulation and control of animals within the city limits; and

WHEREAS, the City Commission of the City of Fort Pierce, Florida recognizes the need to address the permanent presence of community cats living in an outdoor environment, independent of human intervention; and

WHEREAS, the sterilization, vaccination and identification through ear tipping is necessary to reducing the number of free roaming cats and ensuring the health of community cats; and

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

SECTION 1. Chapter 4 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended so that the same shall read thereinafter as follows:

ARTICLE 1. - GENERAL

Sec. 4-1. - Definitions.

As used in this chapter, the following terms shall have the indicated meaning.

Animal. Any non-speaking, live, vertebrate creature, domestic or wild.

Animal control officer. Any person employed or appointed by the city who is authorized to investigate, on public or private property, civil infractions relating to animal control or cruelty, licensure of animals, or seizure and impoundment of animals and to issue citations as provided in this article.

Animal shelter. Any facility operated by a humane society or municipal agency or its authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

At large. Any animal which is off the premises of its owner or keeper and not under the restraint of its owner or keeper.

Attack. An event whereby an unprovoked animal lunges at, runs after or otherwise chases or approaches a person or other animal and such event either occurs in a threatening or menacing manner or causes some type of injury.

Bird or *fowl.* Any member of the avian species, regardless of sex.

Bite. An actual puncture or tear of the skin inflicted by the teeth of an animal.

Breeder. Any person who owns, keeps, harbors, maintains, or has custody of dogs or cats that produce any litter or offspring that are offered for sale, or that produce a combined total of two (2) or more litters during a twelve-month period.

Cat. Any feline, regardless of sex.

Citation. A written notice, issued to any person by an officer, that the officer has probable cause to believe that the person has committed a civil infraction in violation of a duly enacted ordinance and that the county court will hear the charge. Pursuant to F.S. § 828.27, the citation shall contain:

(1) The date and time of issuance.
(2) The name and address of the person.
(3) The date and time the civil infraction was committed.
(4) The facts constituting probable cause.
(5) The ordinance violated.
(6) The name and authority of the officer.
(7) The procedure for the person to follow in order to pay the civil penalty, to contest the citation, or to appear in court.
(8) The applicable civil penalty if the person elects to contest the citation.
(9) The applicable civil penalty if the person elects not to contest the citation.
(10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

Community Cat. A cat that has been sterilized, vaccinated, ear tipped and returned to the outdoors to live independent of human intervention.

Confined. Physically preventing an animal from leaving the premises of its owner or keeper.

Control. The possession, ownership, care and custody of animals.

Controlled burial. Burying at least two (2) feet below the surface of the ground and one hundred (100) feet from any water well.

Cruelty. Any act of neglect, torture or torment that causes the unjustifiable pain or suffering of an animal.

Dangerous dog. Any dog that according to the records of the appropriate authority:

(1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury of a human being on public or private property;
(2) Has more than once severely injured or killed a domestic animal while off the owner's property; or
(3) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the division.

Dog. Any animal of the canine species, regardless of sex.

Domestic animal. Dogs, cats, or other animals that are kept primarily as pets for pleasure rather than utility and that do not require a special permit by the Florida Fish and Wildlife Conservation Commission.

Exposed to rabies. A person, dog, cat or other animal that has been bitten by, or been exposed to, any animal known to have been infected with rabies.

Extreme weather for the purposes of this chapter shall include but not be limited to the following conditions:

(1) Hurricane;
(2) Tropical storm;
(3) Above eighty-five (85) degrees Fahrenheit with a heat index of one hundred (100) degrees heat index; or
(4) Below forty (40) degrees Fahrenheit with a thirty-five (35) degrees wind chill factor.

In determining whether extreme weather conditions exist, an animal control officer shall consider extenuating circumstances that provide for the safety of the animal through other means.

Feral. Any dog or cat existing in a wild or untamed state~~,~~ ~~or~~. The definition includes any dog or cat that has returned to an untamed state from domestication.

Harbor. The act of keeping and caring for an animal or providing premises to which the animal returns for food, shelter, or care for five (5) consecutive days. This shall not include those circumstances wherein an individual temporarily captures or holds a stray animal and immediately returns the animal to its owner or an animal control officer.

Hunt or *hunting.* To follow, search, or pursue any animal or the use of structures or tree stands for the purpose of capturing or killing either for food or in sport, or the use of any animal or hunting falcon for this purpose.

Impoundment. The taking of or picking up of and confinement of an animal by an officer under the provisions of this article.

Leash or *lead.* A cord, rope, chain or similar device which holds an animal under restraint and is not more than six (6) feet in length.

Livestock. Horses, mules, donkeys, cattle, calves, sheep, goats, pigs, hogs or any other grazing animal.

Microchip. A small chip implanted under an animal's skin that transmits an identification number to an electronic scanner, which provides pet ownership data through cross reference to microchip registry.

Officer. Any law enforcement officer defined in, F.S. § 943.10, or any animal control officer employed by the city.

Ordinance. Any ordinance relating to the care, custody, control of or cruelty to animals enacted by the city, the violation of which is a civil infraction.

Owner. Any person, partnership, corporation or entity possessing, owning, keeping, caring for, or harboring one or more animals including any custodian or other person in charge of an animal.

Proper enclosure of a dangerous dog. While on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection from the elements.

Public nuisance.

(1) Any animal which:
    a. Attacks passersby or passing vehicles without provocation;
    b. Attacks other animals;
    c. Is repeatedly at large and not under restraint;

d. Trespasses on school grounds;
e. Damages private or public property;
f. Repetitively barks, whines, howls, chirps, caws, or whistles for a period of five (5) minutes or more so as to disturb adjacent residents; or
g. Causes an annoyance in the neighborhood by acts such as overturning garbage cans, defecating, digging holes on other than its owner's property, or such other acts as are generally regarded to create an annoyance.

(2) Any activity, such as, but not limited to, the feeding of wild animals or fowl, which:

a. Causes the fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to those in close proximity to the premises where the animals or fowl congregate; or
b. Causes a sanitary nuisance as defined in F.S. § 386.01.

(3) The keeping of any wild animal in violation of the provisions of F.S. Ch. 372 and regulations promulgated by the Florida Game and Fresh Water Fish Commission.

Quarantine. A strict confinement, isolation and observation imposed on animal(s) suspected of having rabies or any other infectious zoonotic disease, or premises or other defined geographic areas, to prevent the spread of disease or pests.

Severe injury. Any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

Sterilized. Rendered permanently incapable of reproduction.

Tease. To intentionally disturb, provoke, interfere with, or annoy any animal.

Tether. To tie or otherwise attach an animal to a stake, pole, tree, or other stationary object without providing direct control and supervision of the animal.

Under restraint. Any animal confined within the premises of its owner or keeper, or under immediate, continuous physical control, secured by a leash or lead.

Unprovoked. The victim what has been conducting himself or herself peacefully and lawfully has been bitten or changed in a menacing fashion or attacked by an animal.

Unsterilized. Any non-spayed or non-neutered animal.

Vicious animal. Any fierce or dangerous animal that constitutes a physical threat to human beings or other animals, or any animal for which the animal control officer has documentation to establish that the animal has bitten any person or other animal on two (2) separate occasions without provocation within a period of one year.

ARTICLE II. – ANIMAL CONTROL

Sec. 4-22. - Restraint of animals; generally.

(a) Animals shall not be allowed outside the confines of their own homes without proper restraint except as provided in this section.

(1) Dogs, cats and small domestic animals shall not be kept outside in crates, whether metal, wood, plastic or other material.

(2) Dogs, cats and small domestic animals may be kept outside in a fenced enclosure if the enclosure contains a shelter which meets the following requirements:

a. Is weatherproof and made of durable materials so as to provides adequate protection from the sun, wind and rain;

b. Provides a solid floor. Wire, grid or slat floors of structures that permit the animal's feet to pass through openings, or sag under the animal's weight, or that otherwise do not protect the animal's feet or toes from injury are prohibited;

c. Provides a solid roof;

d. Contains clean and dry bedding material;

e. Elevated a minimum of six (6) inches from the ground and be free standing of water;

f. Provides sufficient space for each animal to comfortably stand up, sit down, lie down and turn around in the shelter. If the shelter is used for more than one animal at the same time, it must provide enough space for each animal to comfortably stand up, sit down, lie down, and turn around simultaneously; and

g. Provides ingress and egress for the animal to enter and exit the shelter at all times.

h. Be kept in a clean and sanitary condition free from accumulated waste and debris.

(3) Any animal left unattended in an outdoor fenced enclosure shall be provided a minimum open space, excluding the shelter(s) within the enclosure, based upon the dog's size as set forth below:

a. Twenty (20) pounds or less (small): Thirty-two (32) square feet.

b. Twenty-one (21) pounds to fifty (50) pounds (medium): Sixty square feet.

c. Over fifty (50) pounds (large): Eighty (80) square feet.

d. An additional sixteen (16) square feet is required for each additional dog.

(4) Sufficient food and water shall be provided at all times daily, including weekend and holidays.

(5) No animal shall be tethered unless all of the following provisions are met:

a. The animal must be in view of the person responsible for the animal at all times while tethered.

b. Animals younger than six (6) months old, older than seven (7) years, or ill shall not be tethered.

c. The length and weight of the tether shall be appropriate for the animal breed and shall be a minimum of ten (10) feet long or four (4) times the length of the animal (measured from tip of nose to base of tail), whichever is greater.

d. The tether must have swivels at both ends of the rope, chain or similar restraint for holding an animal in place, allowing a short radius in which it can move about and not become tangled.

e. Prong, choke or chain collars are prohibited in the use of tethering animal.

f. Area which the animal may reach while tethered shall be free of entanglements.

g. The length and location of the tether must not allow the animal to reach a fence or neighboring property.

h. Collar weight shall be appropriate for the animal as determined by a reasonable person.

i. A trolley system is permitted.

j. An animal may not be tethered in extreme weather, including but not limited to hurricanes, tropical storms or tornados.

k. The animal shall have access to a water, shade and a dry and raised area at all times.

(6) Any enclosed area where a dog is confined shall be kept free of objects that may injure the dog and shall be cleaned regularly to remove feces.

(7) Dogs on residentially zoned property shall not be maintained outdoors during periods of extreme weather.

(b) It shall be unlawful for any operator of a motor vehicle to allow an animal to ride in any unenclosed section of the vehicle without enclosing the animal in a cage that is secured to the vehicle or securing the animal with a restraint device that will not permit the animal to reach the outside perimeter of the vehicle.

(c) This section shall not apply to Community Cats as defined in this chapter.

(d)~~(c)~~ A violation of this section shall constitute a class A civil infraction, punishable as provided within this chapter.

ARTICLE III. - REGISTRATION

Sec. 4-50. - Registration required.

(a) Except as otherwise provided herein, it shall be unlawful for any person to own, keep, harbor, maintain, or have custody of any dog or cat four (4) months or older, within the city, unless such dog or cat is registered in accordance with the provisions of this article.

(b) Registrations or identification tags shall not be transferred from one animal to another, nor from one owner to another.

(c) This section shall not apply to Community Cats as defined in this chapter.

~~(c)~~(d) A violation of this section shall constitute a class B civil infraction, punishable as provided within this chapter, except that a violation of the section pertaining to the failure to register a dangerous dog constitutes a class C civil infraction, punishable as provided within this chapter.

ARTICLE IV. - IMPOUNDMENT

Sec. 4-72. - Impoundment and disposition; not under restraint, at large, and nuisance animals.

(a) Any animal or fowl not under restraint, found running at large in the city, or determined to be a nuisance animal, may be taken by or at the direction of an

officer and impounded in the animal shelter, and there confined in a humane manner.

(b) Female animals in heat may be impounded when not kept under restraint or confined within a building or secure enclosure as provided in this chapter.

(c) When the owner is known and able to take immediate custody of an animal, and the animal is not a danger to public safety or a nuisance animal, officers should return the animal directly to the owner to avoid impoundment and animal shelter fees. However, this shall not prevent officers from taking enforcement action for any violations of this chapter.

(d) When the owner of an impounded animal can be identified, the animal control officer shall immediately upon impoundment provide the owner with written notice of such action. If the owner cannot be contacted, but their address is known, the animal control officers will post written notice of the impoundment at this address.

(e) Upon impoundment, the officer will provide written notice to the animal shelter indicating that the animal is being impounded without a hold pursuant to this section. When known, this notice will include the name, address, and telephone number of the animal's owner.

(f) Any animal not reclaimed by its owner within five (5) working days shall become the property of the local government authority or animal shelter, and shall be placed for adoption or euthanized. There shall be no requirement to hold a feral or wild animal impounded under this section prior to disposition.

(g) Any Community Cat that is found to be a public nuisance will be impounded at a local animal shelter who will determine the best outcome for the animal. Under no circumstances shall a Community Cat that has been declared a nuisance be returned to the location where it was removed.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____

James M. Messer, Esquire
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)SS

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 17-018 was duly advertised by title only in the St. Lucie News Tribune on March 24, 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 April 3, 2017; and

was duly introduced, read by title only, and passed on second and final reading on April 17, 2017, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 17th day of April, 2017.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

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, Tracey Jones, 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	1538222	Meetings: 3 ORDS	Meetings

Pub Dates
March 24, 2017

Sworn to and subscribed before me this day of, March 23, 2017, by

_____, who is

Tracey Jones

(X) personally known to me or

( ) who has produced _____ as identification.

RECEIVED
MAR 27 2017
FINANCE DEPARTMENT

_____
Linda Joyce Klein Notary Public

LINDA JOYCE KLEIN
Notary Public – State of Florida
Commission # GG 081422
My Comm. Expires Mar 9, 2021
Bonded through National Notary Assn.

Ad Number: 1538222
Insertion Number: N/A
Size: 1 Col x 129 ag
Color Type: N/A
Advertiser: City of Fort Pierce
Agency: N/A
Section-Page-Zone(s): E-5-All
Description: Meetings: 3 ORDS

Notice To Creditors

3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is March 17, 2017.

Personal Representative:
FREDERICK R. WIERDSMA III
59 Highland Avenue
New Hartford
Connecticut 06057
Attorney for Personal Representative:
George G. Collins, Jr., Esq.
Attorney
Florida Bar Number: 110742
COLLINS BROWN BARKETT GARAVAGLIA & LAWN, CHARTERED
756 Beachland Boulevard
VERO BEACH, FL 32963
Telephone: (772) 231-4343
Fax: (772) 234-5213
E-Mail: gcollins@verolaw.com
Secondary E-Mail:
maverill@verolaw.com
Pub: March 17, 24, 2017
TCN 1524645

Other Public Notices

BEFORE THE BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA

NOTICE OF INTENT

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Lucie County, Florida will consider adopting Ordinance 17-XX, which, if adopted, would amend and restate Article III, Chapter 24 (Fire Protection) of the St. Lucie County Code and Compiled Laws by amending Section 24-55 (Computation of the Amount of Fire/EMS Protection Impact Fee) to adjust the amount of the fees as recommended in the October 4, 2016 Updated Technical Memorandum prepared by Dr. James C. Nicholas, and Section 24-62(a) (Use of Funds) to incorporate the October 4, 2016 Updated Technical Memorandum. The first of two public hearings will be held before the St. Lucie County Board of County Commissioners on Tuesday, the 4th day of April 2017 at 6:00 p.m., or as soon thereafter as the matter may be heard in the St. Lucie County Commission Chambers at the St. Lucie County Administration Building Annex, Third Floor, 2300 Virginia Avenue, Fort Pierce, Florida. The hearing may be continued from time to time as may be necessary. Matters affecting your personal and property rights may be heard and acted upon. All interested persons are invited to attend and be heard. Written comments received in advance of the public hearing will also be heard. The St. Lucie County Board of County Commissioners has the power to review, approve, modify or deny any ordinance within their area of responsibility. If it becomes necessary, a public hearing may be continued to a date certain.
Copies of the proposed ordinance may be obtained from the County Attorney's Office, St. Lucie County Administration Building Annex, 2300 Virginia Avenue, Fort Pierce, Florida, 34982. Amendments to the Ordinance may be made at the public hearing.
If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, commission, agency, council or advisory group, that person will need a record of the proceedings and that, 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. Upon the request of any party to the proceedings, individuals testifying during a hearing will be sworn in. Any party to the proceeding will be granted an opportunity to cross-examine any individual testifying during a hearing upon request.
Anyone with a disability requiring accommodation to attend this meeting should contact George Landry, Risk Manager, at (772) 462-1783, or T.D.D. (772) 462-1428, at least forty-eight (48) hours prior to the meeting.
The title of the proposed ordinance is:

ORDINANCE
AN ORDINANCE AMENDING ARTICLE III, CHAPTER 24, FIRE/EMS PROTECTION IMPACT FEE, ST. LUCIE COUNTY CODE AND COMPILED LAWS BY AMENDING SECTION 24-55, COMPUTATION OF THE AMOUNT OF FIRE/EMS PROTECTION IMPACT FEES TO ADJUST THE FEES; AMENDING SECTION 24-62(a), USE OF FUNDS, TO INCORPORATE THE UPDATED TECHNICAL MEMORANDUM DATED OCTOBER 4, 2016 PREPARED BY JAMES C. NICHOLAS, PH.D. AND SECTION 24-62(a) (USE OF FUNDS) TO INCORPORATE THE OCTOBER 4, 2016 UPDATED TECHNICAL MEMORANDUM; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR ADOPTION; AND PROVIDING FOR CODIFICATION.

THIS NOTICE EXECUTED and dated this 24th day of March 2017.

Submitted by:
Daniel S. McIntyre
County Attorney
Pub: March 24, 2017
TCN 1537318

There's no place like here! TCPALM Localfieds

Public Notices

CITY OF FORT PIERCE

NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to Sec. 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, April 3, 2017 and Monday, April 17, 2017, at their meetings which begin at 6:30 p.m., hold Public Hearings on the enactment of the proposed ordinances on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. Highway #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 17-015
AN ORDINANCE AMENDING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XI, SECTION 2-201(a); ELIMINATING PARTICIPATION OF UNCERTIFIED ALTERNATE MEMBERS IN DISCUSSIONS OR DELIBERATIONS OF BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 17-016
AN ORDINANCE REPEALING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XII, SECTION 2-225; CHAPTER 5, ARTICLE II, SECTION 5-19(e); AMENDING CHAPTER 2, ARTICLE XIII, SECTION 2-243(c); CHAPTER 22, ARTICLE X, SECTION 22-147(d); ELIMINATING COMPENSATION TO BOARD MEMBERS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 17-018
AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 4 – ANIMALS TO ALLOW FOR COMMUNITY CATS BY AMENDING SEC. 4-1 – DEFINITIONS; SEC. 4-22 – RESTRAINT OF ANIMALS, GENERALLY; SEC. 4-50 – REGISTRATION REQUIRED; SEC. 4-72 – IMPOUNDMENT AND DISPOSITION NOT UNDER RESTRAINT, AT LARGE, AND NUISANCE ANIMALS; 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 Public Hearings and be heard with respect to the proposed ordinances. Said proposed ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.
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.
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) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: March 24, 2017
TCN 1538222

NOTICE

Notice is given that applications have been made to the Federal Deposit Insurance Corporation and the Florida Office of Financial Regulation for consent for Harbor Community Bank (Ft. Pierce, Florida) to acquire by merger Jefferson Bank of Florida (Oldsmar, Florida). The main office of Harbor Community Bank, as the resulting bank of the transaction, will be located in Ft. Pierce, Florida. It is contemplated that the main offices and branch offices of the above-named banks will continue to operate. These applications are being made pursuant to the Bank Merger Act at 12 U.S.C. § 1828(c) and applicable laws and regulations in the state of Florida. Any person wishing to comment on these applications may file his or her comments with the regional director of the Federal Deposit Insurance Corporation at the appropriate FDIC office (Regional Director Michael Dean, 10 Tenth Street, NE, Suite 800, Atlanta, Georgia 30309) not later than April 23, 2017. The nonconfidential portions of the applications are on file at the appropriate FDIC office and are available for public inspection during regular business hours. Photocopies of the nonconfidential portion of the application file will be made available upon request. Copies of comments submitted to the FDIC may also be provided to the Florida Office of Financial Regulation, Division of Financial Institutions (200 East Gaines Street, Tallahassee, Florida 32399).
Pub: March 24, April 5, 18, 2017
TCN 1539062

Request for Bids

REQUEST FOR BID (RFB) 2017-2934

Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
E-mail: pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

SEABRANCH BOULEVARD RESURFACING

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, April 12, 2017. Bids received after the designated time and date will not be considered.
The basic bid document is available at www.martin.fl.us. Type "bids" in the Search box then click on "Bid Search".
The complete bid document including plans may be downloaded from www.demandstar.com .
Martin County is an equal opportunity/affirmative action employer.
Funds for this project are derived from the Small County Outreach Program (SCOP) appropriated by and administered through the State of Florida Department of Transportation (FDOT).

By order of the Board of County Commissioners of Martin County, Florida.
Pub: March 13, 24, 2017
TCN 1521083

Tax Deed Application

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 16-154

NOTICE IS HEREBY GIVEN, that CAPITAL ONE CLTRL ASSIGNEE OF FIG 2222, LLC the holder of the following certificate has filed said certificate 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.: 2014/1926
Year of Issuance: 2014
Address:
522 N. 27TH ST, FP

Property Description:
LOT 10, BLOCK 6, EMANCIPATION PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 38, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA; TOG ETHER WITH THE WEST 5 FEET OF VACATED ALLEY ADJACENT ON THE EAST; SAME HAVING BEEN VACATED PURSUANT TO THAT CERTAIN ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 1036, AT PAGE 1522 OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA
Parcel ID:2408-501-0090-000/3
Name(s) in Which Assessed:
FRANK GHENT (EST)
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 10th of April, 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 04/10/2017 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, please contact the Tax Collector, 772-462-1650.
Date this 15th day of March, 2017.

ANGELA RIGGINS,
Deputy Clerk
Clerk of the Circuit Court,
St. Lucie County
Pub: March 18, 20, 24, 27, 2017
TCN 1532117

Other Public Notices

Notice of Bid/Request for Proposal

DEPARTMENT OF CORRECTIONS
MARTIN CORRECTIONAL INSTITUTION DORMS D & F REROOF

ADVERTISEMENT FOR BIDS

PROPOSALS ARE REQUESTED FROM CERTIFIED ROOFING CONTRACTORS BY THE STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS, FOR THE CONSTRUCTION OF:

Project #: OX-30

Project Name & Location: Martin Correctional Institution Dorms D & E Reroof, 1150 S.W. Allapattah Road, Indiantown, Florida 34956

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: If the construction Contract award amount is $100,000 or less, a Performance Bond and a Labor and Material Payment Bond are not required.

PUBLIC ENTITY CRIME INFORMATION STATEMENT: A person, or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to a public entity; may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (F.S.) for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

PREQUALIFICATION: Each Bidder, whose field is governed by Chapter 399, 489, and 633 F.S., for licensure or certification, must submit prequalification evidence of their eligibility to submit Bids, as soon as possible. Bidders must receive confirmation of their prequalification five (5) calendar days prior to the bid opening date. If not previously qualified by the Department for the current biennium (July 1 through June 30) of odd numbered years, or you are unsure, please contact Mr. Roosevelt Petithomme, at Roosevelt.Petithomme@fdc.myflorida.com for prequalification instructions. After the bid opening, the low Bidder must qualify in accordance with Rule 60D-5.004, Florida Administrative Code (F.A.C.). A copy of the rule requirements is included in the "Instruction to Bidders," under Article B-2 "Bidder Qualification Requirements and Procedures."

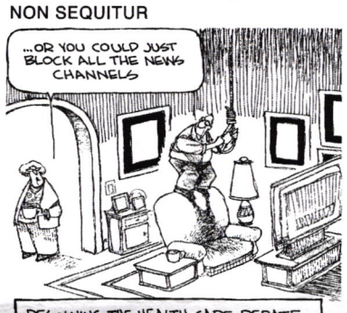
Sealed Bids will be received, publicly opened, and read aloud on:
DATE AND TIME: April 27, 2017, at 2:00 P.M., Eastern Time (ET).

PLACE: MLD ARCHITECTS, 211 JOHN KNOX RD, SUITE 105, TALLAHASSEE, FLORIDA 32303.
Any person with a qualified disability requiring special accommodations at the pre-bid conference, and/or bid opening, shall contact the person listed below at least (5) business days prior to the event. If you are hearing or speech impaired, please contact this office by using Florida Relay Services by dialing 1-800-955-8771 (TDD).

PROPOSAL: Bids must be submitted, in full, in accordance with the requirements of the Drawings, Specifications, Bidding Conditions, and Contractual Conditions, which may be examined and obtained from the: MLD Architects, (850) 385-9200. Drawings and specifications may be purchased by Roofing Contractors for a non-refundable price of $20 per electronic set from the Architect. Partial sets may not be purchased.
A mandatory pre-bid conference will be held on April 6th at 9:00 A.M., ET at the Martin Correctional Institution's Administration Building conference room. A brief walk-through of the work area(s) will be conducted as part of the pre-bid conference. Everyone attending the pre-bid conference must have completed a background screening, have a valid driver's license, or a valid photo ID, and must sign in and out at the Martin Correctional Institution's Administrative Office. For a background check, interested parties must send an email to Jay Friedman at: Jay.Friedman@fdc.myflorida.com, at least two (2) business days prior to the date of the site visit, and furnish them with the following information on all attendees: Attendee's full name, social security number, date of birth, gender, race, driver's license number, and state of issuance. Persons present as attendees must be the same individuals for whom information was provided and must be approved by the Department prior to the site visit. For security reasons, admittance of any person not previously approved is at the sole discretion of the Warden. Bidders who did not seek prior approval may be denied access.
NOTE: Any technical questions regarding this Bid, or requests for substitutions, must be submitted in writing, by email, to the address listed below, and must be received no later than April 13, 2017 5:00 P.M. ET. Only written questions and answers will be binding. Email: LendlHodgeMLD@gmail.com please put "Martin Correctional Institute Bid" in the subject line.

CONTRACT AWARD: Bid Tabulation and Notice of Award Recommendation will be sent to Bidders by email, return receipt requested. If no protest is filed per Article B-22 of the Instructions to Bidders, "Notice and Protest Procedures," the Contract will be awarded by the Secretary, Florida Department of Corrections. The Department reserves the right to reject any or all Bids.
Pub: March 24, 2017
TCN 1536884

NON SEQUITUR



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Real Estate Sales

Homes For Sale

BEACHSIDE HOME
ABSOLUTE AUCTION!
716 Conn Way
3BR/2.5BA Home in good condition.
1 block from Jaycee Beach

Previous buyer was unable to close
To be Auctioned again to the highest bidder
REGARDLESS OF PRICE!

Sat. March 25th @ 11AM
Preview @ 10AM or by Appt
RennickAuctions.com
772 562-5015

Rennick
REALTORS® & AUCTIONEERS

PORT ST LUCIE 2 Story pool home, Torino area, Vizcaya Falls, 4bd/2.5ba/2cg, 1 yr home warr, CBS both flrs, tiled roof, oversized 480sf garage, SS appls. $279,900 772-475-9590 Web Id 1505263

Real Estate
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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

Buy and sell autos fast! TCPALM Localfieds

Auto Dealer Directory

VERO BEACH CHRYSLER
855 S US 1
800-375-2966
verobeachcjd.com

WALLACE DODGE
2755 SE Federal
Highway, Stuart
772-220-3600

VELDE FORD
velde-ford.com
488 US Hwy 1
VERO BEACH
772-569-3400

Auto Dealer Directory

WALLACE HYUNDAI
3801 SE Federal
Hwy., Stuart
772-283-6000

WALLACE JEEP
2755 SE Federal Highway,
Stuart 772-220-3600

VERO BEACH JEEP
855 S. US ONE
800-375-2966
verobeachcjd.com

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

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
Friday, March 24, 2017

City Commission Regular Meeting **12.a.**

Meeting Date: 04/17/2017

Re:

SUBJECT:

Update on Fisherman's Wharf Plan - Joint County - City Planning Grant through DEO - Leslie Olson

Attachments

Memo

Fisherman's Wharf Map

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/10/2017 08:09 AM

Form Started By: Linda Cox Started On: 04/05/2017 03:47 PM

Final Approval Date: 04/10/2017

PLANNING & DEVELOPMENT SERVICES
MEMORANDUM

TO: **Fort Pierce City Commission**

FROM: Rebecca Grohall, AICP, Planning Director
Leslie Olson, AICP, Planning and Development Services Director

DATE: April 17, 2017

SUBJECT: Port of Fort Pierce Fisherman's Wharf Joint County / City Plan

This project is a joint community planning effort between St. Lucie County and the City of Fort Pierce. The project, Fisherman's Wharf Redevelopment Plan will act as a guide for the development of a high quality "transition zone" between residential, retail and recreational areas and the industrial port in downtown Fort Pierce and will identify the facilities and infrastructure needed to support the anticipated business and operations within the zone. The types of facilities and infrastructure that will be identified on the plan will be:

- Street and street intersection design and amenity features
- Wayfinding signage and information systems
- Landscaping
- Architectural responses to climate such as shading
- Street furnishings
- Lighting options
- Massing, scale, height and setbacks for building frontage along sided the street
- Location of parking, bus/trolley stops and stormwater management facilities

The idea is to transform the Fisherman's Wharf area into an economically diverse Transition Zone with uses that are compatible and complementary to the area; along with identifying the facilities and infrastructure needed. Additionally, the plan will serve to protect and support historic downtown and Edgartown and become an integral part of the Port of Fort Piece Master Plan.

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4386
EDSA

FISHERMAN'S WHARF - CONNECTIVITY AND BUFFER DIAGRAM

DATE: April 6, 2017

0 50' 100' 200' 300'

NORTH

City Commission Regular Meeting **13.a.**

Meeting Date: 04/17/2017

Re: City of Fort Pierce Fiscal 2016 Audit Presentation

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Presentation and acceptance of City Audit on all funds for fiscal year ended September 30, 2016, as prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A.

SUMMARY:

The audit report presented includes the financial statements for all Governmental, Proprietary and Fiduciary Funds for the period ending September 30, 2016. Also included are Notes to the Financials and the Auditor's Reports on the statements.

RECOMMENDATION:

Accept the 2016 Audit Report

ALTERNATIVES:

Accept with recommendations

RESPONSIBLE STAFF:

Finance Department Staff

COORDINATED WITH:

Finance Department and DiBartolomeo, McBee, Hartley & Barnes, P.A.

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2016

OTHER INFORMATION:

None

Attachments

CAFR- 9/30/16

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/06/2017 02:59 PM
City Manager	Nick Mimms	04/10/2017 08:08 AM
Form Started By: Queen Thompkins		Started On: 04/05/2017 01:06 PM
Final Approval Date: 04/10/2017		

Comprehensive Annual Financial Report

Fiscal Year Ended September 30,2016

COMPREHENSIVE ANNUAL FINANCIAL REPORT of the CITY OF FORT PIERCE, FLORIDA

For Fiscal Year Ended September 30, 2016

Prepared by:

Johnna S. Morris
Director of Finance

City of Fort Pierce Finance Department

FORT PIERCE CITY HALL

Built in 1991, City Hall serves as the center for government in Fort Pierce, Florida

Mission Statement

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and in their work."

I. *INTRODUCTORY SECTION*

- Table of Contents
- City Commission
- City Officials and Department Heads
- Finance Director's Letter of Transmittal
- Organizational Chart
- Certificate of Achievement for Excellence in Financial Reporting

FORT PIERCE, FL
THE SUNRISE CITY

TABLE OF CONTENTS **Page**

INTRODUCTORY SECTION

Table of Contents....5
City Commission....9
City Officials and Department Heads....10
Finance Director's Letter of Transmittal....11
Organizational Chart....16
Certificate of Achievement for Excellence in Financial Reporting....17

FINANCIAL SECTION

Independent Auditors' Report....21
Management's Discussion and Analysis....24

Basic Financial Statements:

Government-wide Financial Statements:
Statement of Net Position....38
Statement of Activities....40
Fund Financial Statements:
Balance Sheet-Government Funds....44
Reconciliation of Total Governmental Fund Balance to Net Position of Governmental Activities....46
Statement of Revenues, Expenditures and Changes in Fund Balances Governmental Funds....48
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of the Governmental Funds to the Statement of Activities....50
Statement of General Fund Revenues, Expenditures and Changes in Fund Balance, Budget (GAAP Basis) and Actual....51
Statement of Special Revenue Fund Revenues, Expenditures and Changes in Fund Balance, Budget (GAAP Basis) and Actual - Community Redevelopment Agency....52
Statement of Special Revenue Fund Revenues, Expenditures and Changes in Fund Balance, Budget (GAAP Basis) and Actual - Hurricane Housing Recovery Grant Fund....53

TABLE OF CONTENTS **Page**

Statement of Fund Net Position – Proprietary Funds 54
Statement of Revenues, Expenses and Changes in Fund Net Position - Proprietary Funds 58
Statement of Cash Flows – Proprietary Funds 60
Statement of Fiduciary Funds Net Position 66
Statement of Changes in Fiduciary Net Position 67
Notes to the Financial Statements 69

Required Supplementary Information

GASB Statement 45:

Other Post-Employment Benefits (OPEB) 132

GASB Statement 67:

General Employees' Retirement and Benefit System- Schedules of Changes in City's Net Pension Liability 133

Schedule of Employer Contributions.....134

Schedule of Investment Returns Multiyear.....135

Municipal Police Officers' Retirement Trust Fund- Schedule of Changes in City's Net Position Liability 136

Schedule of Employer Contributions.....137

Schedule of Investment Returns Multiyear.....138

Combining and Individual Fund Financial Statements and Schedules:

General Fund Description 141
Schedule of General Fund Revenues and Other Financing Sources Budget GAAP Basis and Actual.....142
Schedule of General Fund Expenditures and Other Financing Uses Budget (GAAP Basis) and Actual 143
Non-major Governmental Funds Description 145
Combining Balance Sheet – Non-major Governmental Funds 150
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Governmental Funds 151
Combining Balance Sheet – Non-major Special Revenue Funds 152

TABLE OF CONTENTS **Page**

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Special Revenue Funds 154
Combining Balance Sheet – Non-major Debt Service Funds 156
Combining Statement of Revenues, Expenditures and Changes in Fund Balances Non-major Debt Funds..... 158
Combining Balance Sheet – Non-major Capital Projects Funds 160
Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Non-major Capital Projects Funds 161

STATISTICAL SECTION (UNAUDITED)

A1 – Statistical Tables 165

Financial Trends Information:

B1 – Net Position by Component Last Ten Fiscal Years 166
B2 – Changes in Net Position Last Ten Fiscal Years 168
B2 – General Revenues and Other Changes in Net Position 170
B3 – Fund Balances, Government Funds Last Ten Fiscal Years 172
B4 – Changes in Fund Balances, Governmental Funds Last Ten Fiscal Years 174
B5 – Changes in Net Position Last Ten Fiscal Years 176

Revenue Capacity Information:

C1 – Assessed Value and Actual Value of Taxable Property Last Ten Fiscal Years 178
C2 – Direct and Overlapping Property Tax Rates Last Ten Fiscal Years 180
C3 – Property Tax Levies and Collections Last Ten Fiscal Years 182
C4 – Principal Revenue Payers - Property Tax Current Year and Nine Years Ago..... 184
C5 – State Shared Revenue Funds Current Year and Nine Years Ago..... 186
C6 – Fort Pierce Redevelopment Agency Districts Taxable Values Current Year and Nine Years Ago..... 188

Debt Capacity Information:

D1 – Legal Debt Margin Information and Direct and Overlapping Governmental Activities Debt..... 190

TABLE OF CONTENTS **Page**

D2 – Ratio of Outstanding Debt by Type
Last Ten Fiscal Years 192

D3 – Pledged - Revenue Coverage
Last Ten Fiscal Years 194

Demographic and Economic Information:

E1 – Demographic and Economic Statistics
Last Ten Calendar Years 196
E2 – Principal Employers
Current Year 197

Operating Information:

F1 – Full-Time Equivalent City Government/Employees by Function/Program
Last Ten Fiscal Years 198
F2 – Operating Indicators by Function/Program
Last Ten Fiscal Years 200
F3 – Capital Asset Statistics by Function/Program
Last Ten Fiscal Years 202

AUDITORS' REPORTS SECTION

Report of Independent Certified Public Accountants on:

Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards 206

Schedule of Expenditures of Federal Awards and State Financial Assistance 208

Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance 209

Compliance with Requirements Applicable to Each Major Federal Awards Program, State Financial Assistance Project and Internal Control over Compliance in Accordance with OMB Circular A-133 210

Schedule of Findings and Questioned Costs - Federal Awards and State Projects 212

Section 218.415 Compliance 213

Management Letter 214

Affidavit 217

CITY COMMISSION

Linda Hudson, Mayor

Rufus J. Alexander II

Edward Becht

Thomas K. Perona

Reginald Sessions

CITY OFFICIALS

Nicholas Mimms, City Manager

James Messer
City Attorney

Linda Cox
City Clerk

Samuel L. Barnes, *Director of Purchasing*
Johnna S. Morris*, Director of Finance*
Diane Hobley-Burney, *Chief of Police*
John R. Andrews, *City Engineer*
DeVoshay Johnson, *Information Technology Manager*
Marc Meyers*, Building Official*
Rebecca Grohall*, Planning & Zoning Manager*
Robert Reals, *Manager of Public Works/Solid Waste*
Dean Kubitschek, *Marina Manager*
Peggy Arraiz, *Code Compliance Manager*
Lucille Posa, *Golf Course Manager*
John Wilkes, *Director, Sunrise Theatre*
Kevin Browning, Human Resources Manager

March 31, 2016

Honorable Mayor, Members of the
City Commission and Citizens
of the City of Fort Pierce, Florida

Dear Mayor, Commissioners, and Citizens:

It is our pleasure to submit this *Comprehensive Annual Financial Report* for the City of Fort Pierce, Florida for the fiscal year ended September 30, 2016. The report fulfills the requirements set forth in the *City Code of Ordinances*, *Florida Statutes*, Chapter 166.241; and the *Rules of the Florida Auditor General*, Chapter 10.550. The organization, form and contents of this report, plus the accompanying financial statements and statistical tables, are formulated in accordance with the principles prescribed by the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants, the State of Florida, the city Code of Ordinances, and the Government Finance Officers Association.

This report consists of management's representations concerning the finances of the City of Fort Pierce. Consequently, management assumes full responsibility for the completeness and reliability of all information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Florida Statutes and the *City Code of Ordinances* require that an annual financial audit be performed by independent certified public accountants. This year the audit was performed by DiBartolomeo, McBee, Hartley & Barnes. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2016, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2016, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial

statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

GAAP require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

The Reporting Entity and Its Services

The City of Fort Pierce, Florida was incorporated in 1901 and covers an area of approximately 34.8 square miles. The City operates under an elected City Commission (5 members) and provides a full range of municipal services including general government, public safety, public improvements, planning and zoning, and related general and administrative services to over 44,484 residents. In addition, the City operates a solid waste enterprise activity, a marina, a golf course, a theatre and a stormwater utility fund. This report includes two component units and one related organization.

Component Units. The financial data of the City's two component units, the Fort Pierce Utilities Authority (FPUA), a proprietary fund, is discreetly presented, and the Community Redevelopment Agency (CRA), a governmental fund, is blended in the Combined Financial Statement. The FPUA is reported in a separate column to emphasize that it is legally separate from the City.

The FPUA provides electric, water, wastewater and natural gas services to residents and businesses of Fort Pierce. The CRA was established for the purpose of carrying out redevelopment activities for areas existing in the City that are defined as slum or blighted. The members of the FPUA governing board are appointed or removed from office by the Fort Pierce City Commission. The members of the governing board of the CRA are the Fort Pierce City Commissioners. The CRA's budget and the FPUA's budget and rates for service are subject to the approval of the City Commission. Complete financial statements of the FPUA can be obtained from its administrative office located at 206 South Sixth Street, Fort Pierce, Florida 34948.

Fort Pierce Retirement and Benefit System and the Municipal Police Officers' Retirement Trust Fund. The accounts of these two retirement plans are included in the financial statements as the General Employees' Pension Trust, and the Police Officers' Pension Trust. Both of the pension trust funds are governed by a separate Board of Trustees subject to the requirements of local ordinances and by applicable provisions of Florida Law which require participation in the respective governing authorities by certain key City officials. Additional criteria include the scope of public service provided by organizations which exist for the benefit of the employees of the City of Fort Pierce.

Related Organizations. The Mayor of Fort Pierce is responsible for appointing the members of the Board of the Fort Pierce Housing Authority (FPHA), but the City's accountability for this organization does not extend beyond making these appointments. The FPHA's operating and capital expenditures, including debt service, are funded entirely from federal grants and rentals. The City has no involvement in the determination of FPHA's budget or rental rates, and has no obligation for FPHA's outstanding debt.

Economic Condition and Outlook

The City of Fort Pierce, Florida is located on the southeastern coast of the state in an area categorized as the Fort Pierce Metropolitan Statistical Area.

The major factors in the economy of Fort Pierce and surrounding St. Lucie County are agri-business, construction, retail and wholesale trade, light manufacturing, tourism, and sport and commercial fishing.

The gradual increase in the real estate market and the construction industry has had an impact on the local economy. The unemployment rate has been impacted along with the revenues generated by the businesses associated with the real estate and construction activities, gradual yet steady increases are being experienced.

For years the local economy has counted on construction as the number one industry in the county. The downturn of the housing market, experienced in the prior years, had a significant impact on the percentage of unemployment. The current unemployment rate of 8.4% is down from 10.4% last year.

Local business and community leaders continue to recruit new light industrial activity to the area. It is anticipated this type of activity will assist in improving the unemployment rate and the overall economy.

Emphasis is being made on expanding the capabilities of both the St. Lucie County Airport and the Port of Fort Pierce, and ecotourism are activities which will act as catalysts in promoting future business and industrial growth.

The City continues its pursuit of an aggressive annexation program which in the past has increased the tax base, and also provided additional customers for the City's owned and operated utility systems. The City has annexed mostly agricultural land which was massive in area but provided very little tax base. All of the enhanced activity resultant of the area's growth, while having a positive impact, also presents challenges for the future. The City will need to maintain the high level of service standards that are in effect through effective utilization of both natural and financial resources. A comprehensive plan has been developed to establish goals, objectives and policies for growth management.

Major Initiatives

The environmental cleanup of the H.D. King power plant downtown is close to completion. Using a $1,700,000 brownfield grant the old plant has been demolished and clean-up of the property is in the final stage. This land is contemplated as being used to expand the City's existing Marina and or building a five star hotel. The City completed construction on Melody Lane Fishing Pier, a state of the art fishing area to be utilized by citizens. The total cost for the project is $630,815; $312,500 funded by the FIND grant and the remaining $318,315 from restricted revenue. Construction for Veteran Memorial Park and Indian Hills recreation area are close to completion. The City is using federal, state, and local grants, in addition to restricted revenue, to complete these projects. Currently, numerous stormwater improvement projects are being managed by the City's Engineering Department. The City's Engineering Department is also managing road resurfacing projects throughout the City.

The 2016 budget included funding for capital equipment, which resulted from increasing the millage rate. In the last few years, because of limited resources little was budgeted to capital equipment. In 2016, the City was able to replace some fleet vehicles in the Police and Solid Waste divisions, update some technological equipment, and begin some road resurfacing. The capital improvements constructed were through bond proceeds or grant funding. The City's long-term debt at 9/30/2016 was $93,886,456.

2016-2017 Budget Issues

The City of Fort Pierce budget for fiscal 2017 decreased slightly from fiscal 2016. The budget for 2017 is $35,803,121, and 2016 was $35,853,263, a decrease of $50,142.

The City's taxable valuation is $2,109,164,737 compared to last year's final valuation of $1,987,410,139. This represents an increase of approximately 6.13% or $121,754,598. The City Commission elected to maintain the millage rate at 6.9000. The gradual increase in property values and maintaining the millage rate helped balance the budget.

City Commission in 2016 established an annual restricted amount to be used for capital projects and approved an interfund loan to fund a new capital improvement plan. The 2017 budget includes $600,000 restricted revenue; $400,000 to be used to finance capital improvements and purchases and $200,000 to be used to repay the interfund loan.

The City will receive from the Utilities Authority approximately $163,446 in additional transfers under the 6% computation; using the power cost adjustment for electric and gas for twelve months.

The City appropriated $710,407 from fund balance to balance General Fund's budget.

The 2017 budget (General Fund) included a 2.5% pay increase for all employees. Retirement rates for general members are 14.89%, down from 15.03%, Police officers increased to 14.61% up from 13.76%. These wage and benefit changes equated to an increase of $371,947.

The 2017 budget (General Fund) included the addition of 9 new personnel positions, which equate to an increase of $603,028.

The City and Fort Pierce Redevelopment Agency refunded a portion of their debt resulting in current year debt payment reductions of $289,657 and $437,229 respectively.

General Fund's $737,543 transfer to Fort Pierce Redevelopment Agency, to assist in its operations, is approximately $938,879 less than last year due to an increase in property values and favorable debt refunding.

Reserve Policy

The City adopted a formal policy setting the requirement as to what is the level of unreserved funding that should be set aside for unforeseen expenditures. The policy established and require ten percent (10%) of General Fund's annual budget be set aside and held for any unexpected costs.

Fiscal Year	Budget	10% Reserve	Beginning Fund Balance
2015	35,853,263	3,585,326	4,297,233
2016	35,803,121	3,580,312	4,461,635

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Fort Pierce, Florida for its comprehensive annual financial report for the fiscal year ended September 30, 2015. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of the state and local government financial reports.

In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized comprehensive annual financial report, whose contents conform to program standards. Such reports must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. The City of Fort Pierce, Florida has received a Certificate of Achievement for the last twenty-seven consecutive years. We believe our current report continues to conform to Certificate of Achievement Program requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.

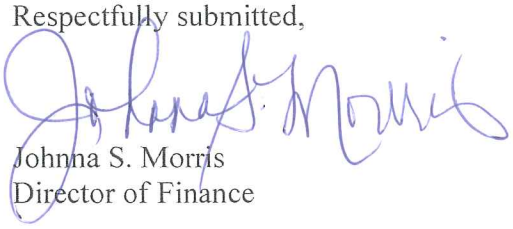
Acknowledgments

I thank the Mayor and members of the City Commission for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

The preparation of the comprehensive financial report was made possible by the dedicated service of the entire staff of the Finance Department. Special recognition is given to the City's Chief Accountant and Accountant.

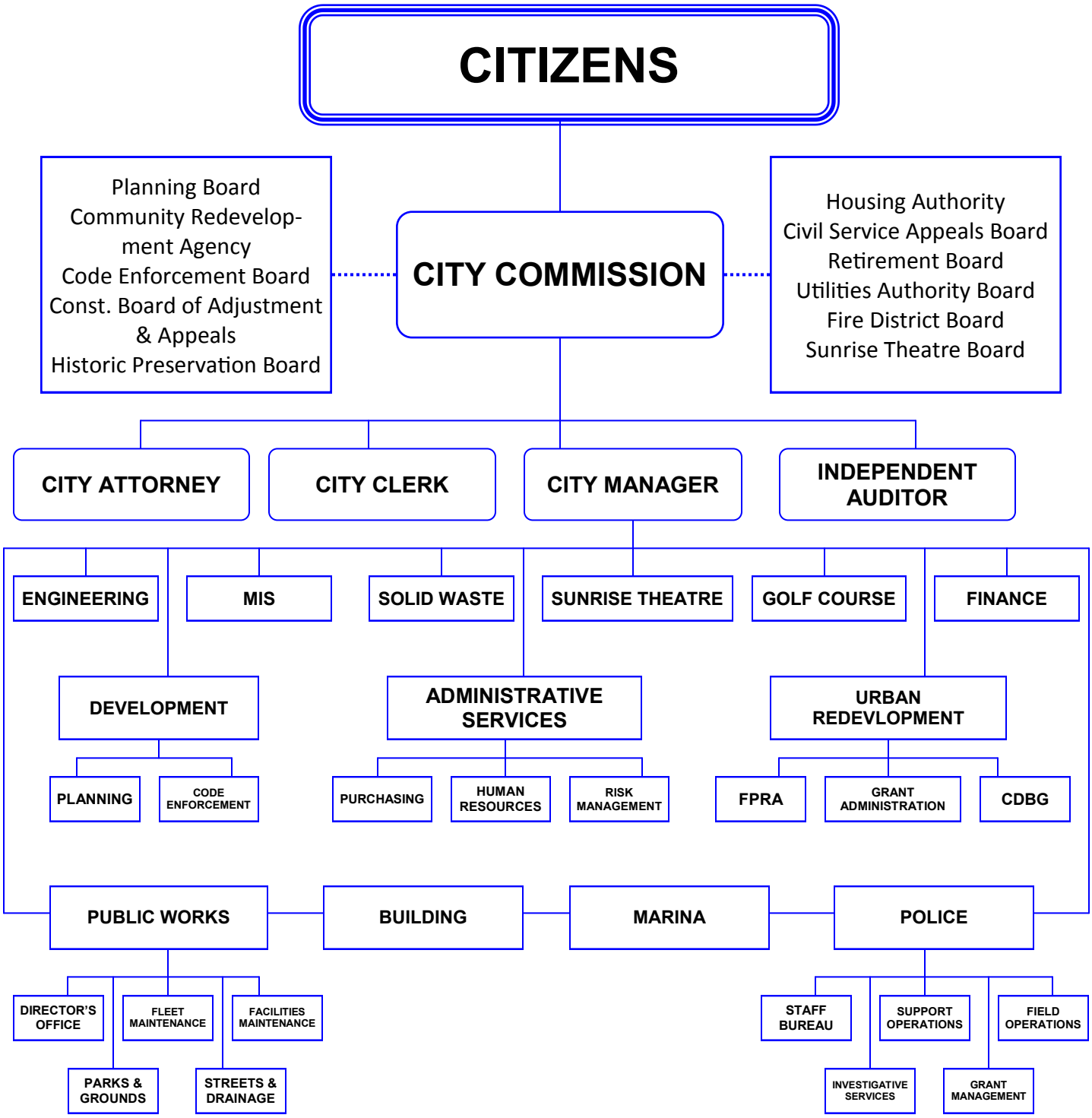
Sincere appreciation is extended to the firm of DiBartolomeo, McBee, Hartley & Barnes for their professional approach and high standard in the conduct of their independent audit of the City's financial records and transactions.

Respectfully submitted,



Johnna S. Morris
Director of Finance

CITY OF FORT PIERCE , FLORIDA
ORGANIZATIONAL CHART



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Fort Pierce

Florida

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2015

Executive Director/CEO

FORT PIERCE, FL
THE SUNRISE CITY

I. *FINANCIAL SECTION*

- Report of Independent Certified Public Accountants
- Management Discussion and Analysis
- Basic Financial Statements
- Notes to the Basic Financial Statements
- Combining and Individual Fund Financial Statements and Schedules

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Independent Auditors' Report

To the City Commission
Fort Pierce, Florida

March 21, 2017

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fort Pierce, Florida (the "City") as of and for the year ended September 30, 2016, and the related notes to the financial statements which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

To the City Commission March 21, 2017
Fort Pierce, Florida

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fort Pierce, Florida as of September 30, 2016, and the respective changes in financial position and where applicable, cash flows, thereof and the respective budgetary comparisons for the General Fund, Community Redevelopment Agency Fund, and Hurricane Housing Recovery Fund for the year ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United State of America require that the management's discussion and analysis, and the schedule of funding progress as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual fund statements, and statistical tables are presented for purposes of additional analysis and are not a required part of the basic financial statements. Additionally, the accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements.

To the City Commission March 21, 2017
Fort Pierce, Florida

The combining and individual nonmajor fund financial statements, schedule of expenditures of federals awards and state financial assistance, are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, and the schedule of expenditures of federal awards and state assistance are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The introductory section and the statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 21, 2017 on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

DiBartolomeo, McBee, Hartley & Barnes

Certified Public Accountants

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Fort Pierce (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2016. Management's Discussion and Analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the City's financial activity, (c) identify changes in the City's financial positions, (d) identify any material deviations from the financial plans, and (e) identify individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found at the front of this report and the City's financial statements which follow this section.

Financial Highlights

- The assets of the City exceeded its liabilities at the close of the fiscal year by $119,958,645 of which $49,338,299 is governmental and $70,620,346 is the total for business-type activities.

- The City's revenues for Governmental Activities at year end were $38,959,905 a 3.19% increase, and expenses were $39,390,349 a 3.73% increase before transfers out of $23,665. Expenses exceeded revenues by $0.43 million. The revenue increase from 2015 was $1.20 million; this can be attributed to increases in the following: charges for services of $1.52 million, ad valorem and other taxes of $1.35 million, intergovernmental revenue of $0.14 million, contributions from component unit of $0.07 million, and unrestricted investment earnings of $0.14 million; offset by decreases in the following: operating grants and contributions of ($1.44 million), and capital grants of ($0.52 million). The increase in expenses in comparison to last year was $1.42 million, resulting from increases in the following: general government $0.57 million, public safety $0.16 million, transportation $0.14 million and interest on long-term debt $0.85 million; offset by decreases in the following: economic environment ($0.25 million), culture and recreation ($0.05 million).

- Business-type funds revenues were $18,503,139 a decrease of 7.35% or $1,468,521 before transfers in of $23,665, and expenses were $24,442,122, an increase of 11.60% or a $2,540,932 increase from the previous year. The decrease in revenue from the prior year is mainly attributable to the decrease in capital grants and contributions ($1.55 million). The increase in expenses in comparison to the prior year is mainly attributable to the increase in stormwater $2.28 million.

- At the close of the fiscal year, the City's governmental funds reported combined ending fund balances of $14,800,370, an increase of $458,230; of which there were increases in the General Fund of $0.39 million and the restricted revenue and grant funding of $1.68 million and decreases in the debt service reserve of ($0.78 million) and the capital project funds of ($0.83 million).

The long-term debt, net of current portion, of the City on 9/30/16 was $88,781,701, a decrease of $0.63 million or 0.71%. The debt services requirements were met financially.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components; 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused sick leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues *(governmental activities)* from other functions that are intended to recover all or a significant portion of their costs through user fees and charges *(business-type activities)*. The governmental activities of the City include general government, public safety, transportation, economic environment, culture and recreation, and interest on long-term debt. The business-type activities include refuse collection, a marina, a golf course, a theatre and a stormwater utility and building and code fund.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund

statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Proprietary funds. The City maintains one of the two different types of proprietary funds.

Enterprise funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City maintains six enterprise funds to account for the following operations; a solid waste collection and disposal system, a marina, a golf course, a theatre and a stormwater utility and a building and code fund.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's compliance with its General Fund budget and the City's progress in funding its obligation to provide pension benefits to its employees. The combining and individual fund statements are included along with statistical, historic and trend information about the government's operations.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by $119,958,645 at the close of the most recent fiscal year.

Approximately 90% of the City's net position reflects its investment in capital assets (e.g., land, buildings, improvements, machinery and equipment, and infrastructure); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to its citizens; consequently these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Fort Pierce Net Position - FY 2016 and 2015

	Governmental Activities		Business Type Activities		Total	
	2016	2015	2016	2015	2016	2015
Current and other Assets	20,748,419	23,917,867	4,966,840	8,284,099	25,715,259	32,201,966
Capital Assets	109,411,333	110,409,353	88,653,577	91,977,228	198,064,910	202,386,581
Total Assets	130,159,752	134,327,220	93,620,417	100,261,327	223,780,169	234,588,547
Deferred Outflows	9,893,683	5,612,512	912,309	908,787	10,805,992	6,521,299
Long-term Liabilities O/S	82,223,230	81,773,539	20,066,432	20,907,137	102,289,662	102,680,676
Other Liabilities	6,840,607	6,986,061	3,574,630	3,727,313	10,415,237	10,713,374
Total Liabilities	89,063,837	88,759,600	23,641,062	24,634,450	112,704,899	113,394,050
Deferred Inflows	1,651,299	1,387,724	271,318	-	1,922,617	1,387,724
Net Position:						
Net Invested in Capital Assets	39,077,396	37,055,350	69,349,261	72,258,131	108,426,657	109,313,481
Restricted	5,300,896	6,911,826	-	-	5,300,896	6,911,826
Unrestricted	4,960,007	5,825,232	1,271,085	4,277,533	6,231,092	10,102,765
Total Net Position	49,338,299	49,792,408	70,620,346	76,535,664	119,958,645	126,328,072

The City's net position decreased by $6,369,427 during the fiscal year, the net position of the Governmental Funds decreased by $0.45 million and business type funds decreased by $5.92 million. Assets of the Governmental Funds increased $0.11 million and liabilities increased by $0.57 million. In the enterprise funds, the assets had a decrease of 6.56% or approximately $6.64 million and liabilities had a decrease of 2.93% or approximately $0.72 million.

City of Fort Pierce Statement of Activities- FY 2016 and 2015

	Governmental Activities		Business Type Activities		Total	
	2016	2015	2016	2015	2016	2015
Revenues						
Program Revenues						
Charges for Services	9,450,317	7,928,394	18,047,367	17,976,907	27,497,684	25,905,301
Operating grants and Contributions	385.082	1,823,584	-	-	385,082	1,823,584
Capital Grants and Contributions	-	527,089	407,561	1,959,954	407,561	2,487,043
General Revenues:						
Ad Valorem Taxes	13,171,397	11,882,126	-	-	13,171,397	11,882,126
Other Taxes	6,344,386	6,281,928	-	-	6,344,386	6,281,928
Unrestricted grants and contributions	-	-	-	-	-	-
Intergovernmental	3,292,726	3,151,267	-	-	3,292,726	3,151,267
Miscellaneous	201,096	259,054	-	-	201,096	259,054
Contributions from Component Units	5,809,302	5,735,240	-	-	5,809,302	5,735,240
Unrestricted investment earnings	305,599	166,607	48,211	34,799	353,810	201,406
Total Revenues	38,959,905	37,755,289	18,503,139	19,971,660	57,463,044	57,726,949

City of Fort Pierce Statement of Activities- FY 2016 and 2015 (Cont.)

	Governmental Activities		Business Type Activities		Total	
	2016	2015	2016	2015	2016	2015
Expenses						
General government	10,188,059	9,615,174	-	-	10,188,059	9,615,174
Public safety	15,293,734	15,130,557	-	-	15,293,734	15,130,557
Transportation	5,868,560	5,729,773	-	-	5,868,560	5,729,773
Economic Environment	1,262,385	1,513,335	-	-	1,262,385	1,513,335
Culture & recreation	2,153,169	2,206,744	-	-	2,153,169	2,206,744
Interest on long-term debt	4,624,442	3,778,626	-	-	4,624,442	3,778,626
Solid Waste	-	-	5,689,842	5,708,431	5,689,842	5,708,431
Marina	-	-	3,512,275	3,344,558	3,512,275	3,344,558
Stormwater	-	-	7,939,853	5,658,447	7,939,853	5,658,447
Golf Course	-	-	1,510,721	1,574,074	1,510,721	1,574,074
Sunrise Theatre	-	-	4,595,335	4,440,222	4,595,335	4,440,222
Building Department	-	-	1,194,096	1,175,458	1,194,096	1,175,458
Total Expenses	39,390,349	37,974,209	24,442,122	21,901,190	63,832,471	59,875,399
Increase (Decrease) in net position before transfers	(430,444)	(218,920)	(5,938,983)	(1,929,530)	(6,369,427)	(2,148,450)
Transfers In (Out)	(23,665)	847,537	23,665	(847,537)	-	-
Changes in net position	(454,109)	628,617	(5,915,318)	(2,777,067)	(6,369,427)	(2,148,450)
Net Position - Beginning	49,792,408	49,163,791	76,535,664	79,312,731	126,328,072	128,476,522
Net Position – Ending	49,338,299	49,792,408	70,620,346	76,535,664	119,958,645	126,328,072

Governmental activities. Governmental activities accounted for a negative decline of $454,109 in net position of the City.

Revenues increased $1,204,616 or 3.19% in Fiscal Year 2016. There are increases and decreases in a few categories; charges for services increased $1.52 million. Property values continue to gradually increase, resulting in an increase of $1,289,271 in ad valorem revenue. Operating grants and capital grants and contributions decreased by $1.49 million and $0.52 million respectively. The 3.73% or $1.42 million increase in expenses was attributed to a decrease of ($0.25 million) in economic environment and ($0.05 million) in culture and recreation and the remaining increases of $1.72 million are between the following categories: general government $0.57 million, public safety $0.16 million, transportation $0.14 million and interest on debt service cost $0.85 million.

Business-type activities. The business-type activities include the activities of a stormwater utility program, golf course, city marina, theatre, solid waste and building and code operations. Expenses increased $2.54 million, the golf course, solid waste, and the building department expenses are consistent with 2015. The marina, the theatre, and the stormwater utility program expenses increased $0.17 million, $0.16 million, and $2.28 million respectively. Revenues decreased $1.47 million, operating and capital grants accounted for $1.55 million of the

decrease; charges for services recorded an increase of $0.07 million.

Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the City's net resources available for spending at the end of a fiscal year.

As of the end of the current fiscal year, the City's *governmental funds* reported combined ending fund balances of $14,800,370 an increase of $458,230 in comparison with the prior year. The non-spendable portion is $333,287, restricted is $9,746,492, $550,000 is committed, $3,767,310 is assigned and $403,281 is unassigned and available for spending at the government's discretion.

The *general fund* is the chief operating fund of the City. The ending fund balance in 2016 is $4,852,321, which increased $0.39 million. The 9% increase relates to the increase in tax revenues while working to maintain expenses. The increase in fund balance is reflective in the change in the non-spendable portion relating to prepaid items and the unassigned. The debt service reserve fund balance is $2,974,093, a decrease of $0.78 million, which represent payment of interest and principal on debt. Capital projects fund balance is $2,326,803, a decrease of $0.83 million, which represent construction of infrastructure and other capital improvements. Finally the fund balance in the special revenue funds at 9/30/2016 is $4,647,153, an increase of $1.68 million, $0.85 million of the increase relates to the increase in funds reserved for special purposes and projects, $0.83 million relates to funding reserved for grants .

Business Type Funds. The enterprise funds have unrestricted net position of $1,271,085. Net investment in capital assets is $69,349,261 with a combined net position total of $70,620,346. The decrease in net position is reflective of the increase in stormwater expenses relating to stormwater improvements.

General Fund Budgetary Highlights

The General Fund 2016 budget revenue was $35,929,757; the amount realized was $34,982,700, a decrease of ($947,057) or (2.64%). The expenditure budget was $35,853,263, and the actual amount was $34,592,014, a reduction of ($1,261,249) or (3.52%). All the budget numbers are presented without the netting of transfers in this section. Differences between the original and final revenue and expenditure budget increased fund balance by $390,686; the changes were substantial in some categories and listed below are the major notable amendments:

- $572,287 or 3.02% increase in taxes; increases in ad valorem taxes $77,901, local option taxes $157,894, and utility and other taxes $336,492.
- $26,395 or 7.58% increase in licenses and permits; $6,189 less in occupational licenses and $110,584 more in other permits.
- $134,265 or 80.16% increase in fines and forfeitures; violation of local ordinances produced $131,064 more and court fines produced $3,201 more.
- $87,311 or 43.34% increase in charges for services; community center produced $60,265

more, $23,400 more in record searches, investigative and application fees, and $3,646 in other service charges.

- $489,786 or 16.36% increase in intergovernmental revenue; $173,800 increase in state shared revenue, $266,089 increase in half cent sales tax and $49,897 more in other intergovernmental.
- $301,811 or 161.01% increase in miscellaneous revenue; $72,396 increase in interest, rent, special assessments and other miscellaneous contractual, miscellaneous revenues and reimbursements increased $217,045.
- ($104,044) or (9.33%) decrease in reimbursement by other funds; administrative fees were not as much as budgeted.
- ($2,476,240) or (21.62%) decrease in other financing sources: $1,400,000 budgeted transfer was recorded as an interfund loan, $237,770 decrease in transfer from Community Redevelopment Agency, $855,000 decrease in transfer from solid waste, and $16,530 more in transfer from FPUA.
- ($1,714,194) or 2240.95% decrease in Fund Balance Appropriation; no additional fund balance appropriation was needed for fiscal 2016.
- $1,261,249 or 3.52% decrease in expenditures from various departments. The major decreases were: Administration $494,941, Public safety $536,938, Culture and Recreation $116,517 and transfers out $319,361. The decreases in expenditures were off-set by major increases in City attorney $268,947, and Building maintenance $81,017.

Capital Asset and Debt Administration

Capital assets. The City's investments in *capital assets* for its governmental and business type activities as of September 30, 2016 amounts to $198,064,910 (this is net of accumulated depreciation). Significant additions during the year consisted of improvements at the fishing pier and the HD King power plant site, street reconstruction, and equipment and machinery. See Note H for detail information on the primary government's Capital Assets.

City of Fort Pierce Capital Assets - FY 2016 and 2015
(net of depreciation)

	Governmental Activities		Business Type Activities		Total	
	2016	2015	2016	2015	2016	2015
Land & CIP	27,282,256	28,766,172	690,670	674,008	27,972,296	29,440,180
Buildings	28,439,297	29,330,113	11,267,089	11,855,929	39,706,386	41,186,042
Improvements Other than Buildings	22,369,602	20,837,402	75,439,154	77,870,289	97,808,756	98,707.691
Machinery & Equipment	4,167,975	2,913,636	1,256,664	1,577,002	5,424,639	4,490,638
Infrastructure	27,152,203	28,562,030	-	-	27,152,203	28,562,030
Total	109,411,333	110,409,353	88,653,577	91,977,228	198,064,910	202,386,581

Debt. At the end of the current fiscal year, the City had total long-term debt outstanding, net of current portion of $88,781,701.

City of Fort Pierce Outstanding Debt
Revenue Bond, Road Improvement Notes & Intergovernmental Notes

	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
Revenue bonds, road improvement notes & intergovernmental notes	74,582,140	73,844,605	19,304,316	19,719,097	93,886,456	93,563,702
Less current portion	(3,917,765)	(3,253,108)	(1,186,990)	(894,038)	(5,104,755)	(4,417,146)
Long-term debt, net of current portion	70,664,375	70,591,497	18,117,326	18,825,059	88,781,701	89,416,556

The City's long-term debt, net of current portion debt decreased during the year by a net $0.63 million. The City continues to work on redevelopment projects issued under previous bond issues. The Notes to the Financial Statements (Note K) has additional information on all debt activity.

All bonded debt is insured and carries ratings from Moody's of A1, as of September 30. 2016. No direct ad valorem tax-supported debt exists at this time.

Economic Factors and Next Year's Budgets and Rates

The budget process for the 2017 budget began with a 1.4% decrease or $50,142 in the General Fund Budget, of which $600,000 was restricted, and expenditures exceeding revenues by approximately $600,000; savings from the 2014 – 2015 budget was used to fund the shortfall.

Some of the significant factors considered in preparing the City's Annual General Fund Budget for Fiscal Year 2017, that caused and closed the budget gap are listed below:

- In the General Fund, the City's taxable valuation is $2,109,164,737 compared to last year's final valuation of $1,987,410,139. This represents an increase of approximately 6.13% or $121,754,598. This increase in property values and the City Commission electing to maintain the millage rate at 6.9000 helped to balance the budget. Maintaining the millage rate generated $0.86 million, of which $400,000 was restricted to be used to finance much needed future capital projects and purchases and an additional $200,000 is restricted to repay the interfund loan from FY 2016.
- The City budgeted to receive from the Utilities Authority approximately $163,446 in additional transfers under the 6% computation; using of the power cost adjustment for electric and gas for twelve months.

- In FY 2016 the City refunded a portion of its debt resulting in a budgeted savings of $289,657 for 2017.
- The City appropriated $0.71 million from fund balance to balance General Fund's budget.
- In the 2017 budget (General Fund) the personnel services included a 2.5% pay increase for all employees. General members' retirement rate is 14.89%, down from 15.03%. Police officers retirement rate increased to 14.61% from 13.76%. These wage and benefit changes equated to an increase of $371,947.
- The 2017 budget (General Fund) included the addition of 9 personnel positions; four positions in the City Attorney Office, 4 Police Officers, and 1 mechanic. The addition of these positions equated to an increase of $603,028.
- The Fort Pierce Redevelopment Agency tax increment financing (TIF) is steadily continuing to increase. The slight increase in property tax values and the maintaining the millage rate resulted in an increase of $733,864; from $4.3 million to $5.0 million. The Agency refunded a portion of its debt resulting in a current year budget savings of $437,229. The budget is unable, as it has in the past, to support a number of special projects under historic preservation and restoration; funding for neighborhood and business grants; and other cultural and community events and functions. Transfers from General are used to help balance the budget.
- As for the business-type activities, the Marina, Solid Waste, and Stormwater operations had to make up their budget shortfalls by appropriating retained earnings of $376,154, $367,431, and $640,033 in 2017. Transfers from other funds were used to balance the budget of the Sunrise Theatre ($450,000 from Redevelopment Agency).

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information in this report or requests for additional financial information should be addressed to the Finance Director, 100 North US 1, P. O. Box 1480, Fort Pierce, Florida 34954.

FORT PIERCE, FL
THE SUNRISE CITY

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BASIC FINANCIAL STATEMENTS

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

City of Fort Pierce, Florida
STATEMENT OF NET POSITION
September 30, 2016

	Primary Government			Component Units
	Governmental Activities	Business-type Activities	Total	Fort Pierce Utilities Authority
ASSETS				
Current assets:				
Cash and investments	$ 14,348,534	$ 3,102,137	$ 17,450,671	$ 25,019,942
Receivables (net of allowance for uncollectibles)	1,513,011	2,247,143	3,760,154	14,503,250
Due from component unit	379,472	667,142	1,046,614	-
Internal balances	1,788,428	(1,788,428)	-	-
Due from other governments	259,521	300,020	559,541	424,046
Inventories and other current assets	333,287	235,381	568,668	4,588,188
Restricted Assets:				
Temporarily restricted:				
Cash and investments	-	174,238	174,238	28,432,016
Total current assets	18,622,253	4,937,633	23,559,886	72,967,442
Noncurrent assets:				
Prepaid Insurance	115,517	29,207	144,724	-
Notes Receivable	2,010,649	-	2,010,649	-
FMPA working capital receivable	-	-	-	1,918,608
Investment in Public Gas Partners Pool	-	-	-	536,803
Capital assets, not being depreciated:				
Land	27,040,394	674,008	27,714,402	10,046,000
Construction in progress	241,862	16,662	258,524	22,547,434
Capital assets (net of accumulated depreciation):				
Buildings	42,508,571	17,903,077	60,411,648	-
Improvements other than buildings	43,000,333	97,023,886	140,024,219	-
Equipment	17,544,606	9,720,347	27,264,953	-
Infrastructure	108,924,361	-	108,924,361	424,801,873
Accumulated depreciation	(129,848,794)	(36,684,403)	(166,533,197)	(241,651,424)
Total noncurrent assets	111,537,499	88,682,784	200,220,283	218,199,294
Total assets	$ 130,159,752	$ 93,620,417	$ 223,780,169	$ 291,166,736
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	4,248,203	-	4,248,203	151,314
Pensions	5,645,480	912,309	6,557,789	4,891,157
Total deferred outflows of resources	9,893,683	912,309	10,805,992	5,042,471

The accompanying notes are an integral part of this statement.

	Primary Government			Component Units
	Governmental Activities	Business-type Activities	Total	Fort Pierce Utilities Authority
LIABILITIES				
Current liabilities:				
Accounts payable and accrued liabilities	$ 833,370	$ 1,320,320	$ 2,153,690	$ 7,899,606
Unearned revenue	203,043	644,419	847,462	859,226
Accrued compensated absences	92,832	49,360	142,192	24,000
Capital leases payable	-	-	-	37,953
Due to other governments	1,250,000	-	1,250,000	912,879
Notes and revenue bonds-current	3,917,765	1,186,990	5,104,755	7,367,000
Accrued interest payable	438,342	199,303	637,645	971,458
Liabilities payable from restricted assets:				
Customer deposits	105,255	174,238	279,493	8,024,037
Total current liabilities	6,840,607	3,574,630	10,415,237	26,096,159
Noncurrent liabilities:				
Notes and bonds payable, net	70,664,375	18,117,326	88,781,701	71,216,489
Capital Leases	-	-	-	10,650
Accrued compensated absences	2,843,356	527,269	3,370,625	1,778,393
Other post employment benefits	855,395	152,811	1,008,206	711,000
Net Pension Liability	7,860,104	1,269,026	9,129,130	6,655,066
Total noncurrent liabilities	82,223,230	20,066,432	102,289,662	80,371,598
Total liabilities	89,063,837	23,641,062	112,704,899	106,467,757
DEFERRED INFLOWS OF RESOURCES				
Payments received in advance	-	-	-	3,516,266
Pensions	1,651,299	271,318	1,922,617	1,228,043
Total deferred inflows of resources	1,651,299	271,318	1,922,617	4,744,309
NET POSITION				
Net Invested in capital assets	39,077,396	69,349,261	108,426,657	137,336,307
Restricted for:				
Capital projects	2,326,803	-	2,326,803	-
Capital improvement charges	-	-	-	5,212,696
Debt service and other	2,974,093	-	2,974,093	6,856,825
Unrestricted	4,960,007	1,271,085	6,231,092	35,591,313
Total net position	$ 49,338,299	$ 70,620,346	$ 119,958,645	$ 184,997,141

City of Fort Pierce, Florida
STATEMENT OF ACTIVITIES
Year ended September 30, 2016

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government:				
Governmental activities:				
General government	$ 10,188,059	$ 1,180,822	$ 1,111	$ -
Public safety	15,293,734	559,349	383,971	-
Transportation	5,868,560	246,932	-	-
Economic environment	1,262,385	7,296,531	-	-
Culture and recreation	2,153,169	166,683	-	-
Interest on long-term debt	4,624,442	-	-	-
Total governmental activities	39,390,349	9,450,317	385,082	-
Business-type activities:				
Solid waste	5,689,842	6,544,120	-	-
Marina	3,512,275	2,856,262	-	-
Storm Water	7,939,853	2,708,419	-	338,619
Golf Course	1,510,721	1,235,869	-	-
Sunrise Theatre	4,595,335	3,342,281	-	68,942
Building Fund	1,194,096	1,360,416	-	-
Total business-type activities	24,442,122	18,047,367	-	407,561
Total primary government	$ 63,832,471	$ 27,497,684	$ 385,082	$ 407,561
Component units:				
Fort Pierce Utilities Authority	$ 93,395,336	$ 98,421,309	$ -	$ 1,649,604
Total component units	$ 93,395,336	$ 98,421,309	$ -	$ 1,649,604

General revenues:
Ad valorem taxes
General sales and use taxes
Utility service and franchise taxes
State revenue sharing-unrestricted
Additional one cent sales taxes
Insurance premium tax
Contributions from component unit
Miscellaneous
Unrestricted investment earnings
Extraordinary Item
Transfers
Total general revenues, extraordinary items, and transfers
Change in net position
Net position - beginning

Net position - ending

The accompanying notes are an integral part of this statement.

Net (expense) Revenue and Change in Net Position				
Primary Government				Component Unit
Governmental Activities	Business-type Activities	Total	Fort Pierce Utilities Authority
$ (9,006,126)	$ -	$ (9,006,126)	$ -
(14,350,414)	-	(14,350,414)	-
(5,621,628)	-	(5,621,628)	-
6,034,146	-	6,034,146	-
(1,986,486)	-	(1,986,486)	-
(4,624,442)	-	(4,624,442)	-
(29,554,950)	-	(29,554,950)	-
-	854,278	854,278	-
-	(656,013)	(656,013)	-
-	(4,892,815)	(4,892,815)	-
-	(274,852)	(274,852)	-
-	(1,184,112)	(1,184,112)	-
-	166,320	166,320	-
-	(5,987,194)	(5,987,194)	-
$ (29,554,950)	$ (5,987,194)	$ (35,542,144)	$ -
$ -	$ -	$ -	$ 6,675,577
$ -	$ -	$ -	$ 6,675,577
$ 13,171,397	-	$ 13,171,397	$ -
2,082,894	-	2,082,894	-
4,261,492	-	4,261,492	-
1,323,800	-	1,323,800	-
1,666,089	-	1,666,089	-
302,837	-	302,837	-
5,809,302	-	5,809,302	(5,809,342)
201,096	-	201,096	-
305,599	48,211	353,810	2,136,071
-	-	-	21,257
(23,665)	23,665	-	-
29,100,841	71,876	29,172,717	(3,652,014)
(454,109)	(5,915,318)	(6,369,427)	3,023,563
49,792,408	76,535,664	126,328,072	181,973,578
$ 49,338,299	$ 70,620,346	$ 119,958,645	$ 184,997,141

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FUND FINANCIAL STATEMENTS

- **Governmental Funds**
- **Proprietary funds**
- **Fiduciary funds**

City of Fort Pierce, Florida
BALANCE SHEET
GOVERNMENTAL FUNDS
September 30, 2016

	General Fund	Community Redevelopment Agency
ASSETS		
Cash and investments	$ 6,687,473	$ 181,920
Accounts receivables	4,619,047	248,438
Liens receivables	4,038,556	-
Due from component unit	259,256	120,216
Due from other funds	1,033,279	-
Advances to other funds	-	-
Due from other governments	72,585	-
Prepaid items	246,966	13,355
Inventories	69,748	-
Notes receivable	-	-
Total assets	$ 17,026,910	$ 563,929
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES		
LIABILITIES		
Accounts payable and accrued liabilities	$ 744,259	$ 18,800
Contracts payable - retainage	24,186	-
Deposits	105,255	-
Due to other funds	-	16,857
Advances from other funds	1,242,991	-
Revenue in advance	203,042	-
Total liabilities	2,319,733	35,657
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue	9,854,856	246,390
Total Deferred Inflows	9,854,856	246,390
FUND BALANCES		
Nonspendable	316,714	13,355
Restricted	-	268,527
Committed	550,000	-
Assigned	3,582,326	-
Unassigned	403,281	-
Total fund balances	4,852,321	281,882
Total liabilities, deferred inflows of resources, and fund balances	$ 17,026,910	$ 563,929

The accompanying notes are an integral part of this statement.

Hurricane Housing Recovery Grant Fund	Other Governmental Funds	Totals
$ 912,306	$ 6,566,835	$ 14,348,534
50	27,950	4,895,485
-	-	4,038,556
-	-	379,472
-	-	1,033,279
-	2,177,469	2,177,469
-	186,936	259,521
-	3,218	263,539
-	-	69,748
1,711,198	299,451	2,010,649
$ 2,623,554	$ 9,261,859	$ 29,476,252
$ 4,502	$ 41,623	$ 809,184
-	-	24,186
-	-	105,255
-	162,472	179,329
-	-	1,242,991
-	-	203,042
4,502	204,095	2,563,987
1,711,198	299,451	12,111,895
1,711,198	299,451	12,111,895
-	3,218	333,287
907,854	8,570,111	9,746,492
-	-	550,000
-	184,984	3,767,310
-	-	403,281
907,854	8,758,313	14,800,370
$ 2,623,554	$ 9,261,859	$ 29,476,252

City of Fort Pierce, Florida

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCE TO NET POSITION OF GOVERNMENTAL ACTIVITIES

September 30, 2016

Total fund balance per this statement	$	14,800,370
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are reported in the funds. The cost of the assets is $239,260,127 and the accumulated depreciation is $129,848,794		109,411,333
Deferred inflows related to pensions are not financial resources and therefore are not reported in governmental funds		(1,651,299)
Long-term liabilities (capital lease obligations, intergovernmental notes, other post employment benefits, accrued compensated absences, and pension liability) of $85,948,059 plus unamortized premiums of $285,768 are not due and payable and therefore, are not reported in the funds.		(86,233,827)
Governmental funds do not report a liability for accrued interest until it is due and payable. Accrued interest must be reported as a liability in the government-wide financial statements.		(438,342)
Insurance costs related to debt issuances and deferred charges on refundings are financial uses in the fund statement; for full accrual, however these expenses are reported as non-current assets in the government-wide financial statements.		4,363,720
Deferred outflows related to pensions are not financial resources and therefore are not reported in governmental funds		5,645,480
Various receivables, (liens receivable, loans receivable, notes receivable, and due from other governments are not financial resources in the current period and therefore, are reported as unavailable revenue in the funds.		3,440,864
Net position of governmental activities	$	49,338,299

The accompanying notes are an integral part of this statement.

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City of Fort Pierce, Florida
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS
Year ended September 30, 2016

	General Fund	Community Redevelopment Agency
Revenues		
Taxes	$ 19,515,783	$ -
Licenses and permits	374,395	104
Intergovernmental	3,483,786	4,492,393
Charges for services	288,911	-
Fines and forfeitures	301,765	-
Contributions from component unit	5,809,302	-
Investment income	124,661	6,126
Other	1,916,430	2,236,553
Total revenues	31,815,033	6,735,176
Expenditures		
Current		
General government	10,387,431	-
Public safety	13,153,489	-
Transportation	2,747,800	-
Economic environment	-	412,790
Culture and recreation	1,902,214	-
Capital outlay	1,118,881	1,082,579
Debt service		
Principal	-	-
Interest and fees	40,048	1,004,529
Other	-	-
Total expenditures	29,349,863	2,499,898
Excess of revenues over (under) expenditures	2,465,170	4,235,278
Other financing sources (uses)		
Transfers in	3,167,667	1,457,351
Proceeds on Refunding Notes	-	-
Payment on Current Refunding	-	-
Payment on Advance Refunding	-	-
Transfers out	(5,242,151)	(5,499,974)
Total other financing sources (uses)	(2,074,484)	(4,042,623)
Net change in fund balances	390,686	192,655
Fund balances - beginning of year	4,461,635	89,227
Fund balances - end of year	$ 4,852,321	$ 281,882

The accompanying notes are an integral part of this statement.

Hurricane Housing Recovery Grant Fund	Other Governmental Funds	Totals
$ -	$ -	$ 19,515,783
-	-	374,499
566,682	1,357,086	9,899,947
-	-	288,911
-	-	301,765
-	-	5,809,302
65,464	109,348	305,599
110,347	825,478	5,088,808
742,493	2,291,912	41,584,614
-	21,704	10,409,135
-	716,699	13,870,188
-	-	2,747,800
35,666	734,206	1,182,662
-	-	1,902,214
-	1,052,048	3,253,508
-	3,788,108	3,788,108
-	2,890,588	3,935,165
-	552,254	552,254
35,666	9,755,607	41,641,034
706,827	(7,463,695)	(56,420)
-	6,200,993	10,826,011
-	59,370,000	59,370,000
-	(17,400,000)	(17,400,000)
-	(41,299,060)	(41,299,060)
-	(240,176)	(10,982,301)
-	6,631,757	514,650
706,827	(831,938)	458,230
201,027	9,590,251	14,342,140
$ 907,854	$ 8,758,313	$ 14,800,370

City of Fort Pierce, Florida

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

Year ended September 30, 2016

Net change in fund balances-total governmental funds	$	458,230
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmmental funds report capital outlays as expenditures, however, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation($4,370,433) exceeds capital outlay($3,253,508) in the current period.		(1,116,925)
Governmental funds report the sale of general capital assets as financial resources, the deletions of general capital assets is not reflected in the fund statement. This is the net amount of the proceeds and the adjusted basis of the assets deleted.		(13,721)
Repayment of bond and note principal ($3,788,108) are expenditures in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Assets.		3,788,108
Note proceeds ($59,370,000) used to refund bonds ($58,699,060) are other financing sources(uses) in the governmental funds, but increase(decrease) long-term liablities in the Statement of Net Assets.		(670,940)
Compensated absences of ($38,006) and other post employment benefits of ($ 33,568) reported in the Statement of Activities, do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.		(71,574)
In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds interest expenditures are reported when due. This is the net amount between the prior and current year.		212,185
Governmental funds do not recognize expenditures for the Change in Net Pension Liability each year. This represents the change in the Net Pension Liability in the current year.		(1,199,720)
Bond insurance costs and discounts are reported as expenditures when paid. In the Statement of Net Position these costs are amortized. Current year amortization expense was ($457,844)		(457,844)
Net book value of capital assets transferred from enterprise fund to governmental funds		132,625
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds. This is the net amount between the prior and current year.		(1,514,533)
Change in Net position of governmental activities	$	(454,109)

The accompanying notes are an integral part of this statement.

City of Fort Pierce, Florida
STATEMENT OF GENERAL FUND REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
GENERAL FUND
Year ended September 30, 2016

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Taxes	$ 18,943,496	$ 19,515,783	$ 19,515,783	$ -
Licenses and permits	348,000	374,395	374,395	-
Intergovernmental	2,994,000	3,483,786	3,483,786	-
Charges for services	201,600	288,911	288,911	-
Fines and forfeitures	167,500	301,765	301,765	-
Contributions from component unit	7,170,772	5,809,302	5,809,302	-
Investment income	55,000	124,661	124,661	-
Other	1,766,952	1,916,430	1,916,430	-
Total revenues	31,647,320	31,815,033	31,815,033	-
Expenditures				
General government	11,683,347	11,450,941	11,450,941	-
Public safety	13,745,446	13,208,508	13,208,508	-
Transportation	2,803,827	2,747,800	2,747,800	-
Culture and recreation	2,059,131	1,942,614	1,942,614	-
Total expenditures	30,291,751	29,349,863	29,349,863	-
Excess of revenues over expenditures	1,355,569	2,465,170	2,465,170	-
Other financing sources (uses)				
Transfers in	4,282,437	3,167,667	3,167,667	-
Transfers out	(5,561,512)	(5,242,151)	(5,242,151)	-
Total other financing sources (uses)	(1,279,075)	(2,074,484)	(2,074,484)	-
Net change in fund balances	76,494	390,686	390,686	-
Fund balance - beginning of year	4,461,635	4,461,635	4,461,635	-
Fund balance - end of year	$ 4,538,129	$ 4,852,321	$ 4,852,321	$ -

The accompanying notes are an integral part of this statement.

City of Fort Pierce, Florida

STATEMENT OF SPECIAL REVENUE FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
COMMUNITY REDEVELOPMENT AGENCY
Year ended September 30, 2016

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Intergovernmental	$ 4,520,548	$ 4,492,393	$ 4,492,393	$ -
Investment income	500	6,126	6,126	-
Other	160,000	2,236,657	2,236,657	-
Total revenues	4,681,048	6,735,176	6,735,176	-
Expenditures				
Current				
Economic environment	343,500	412,790	412,790	-
Capital outlay	-	1,082,579	1,082,579	-
Debt service	-	1,004,529	1,004,529	-
Total expenditures	343,500	2,499,898	2,499,898	-
Excess of revenues over expenditures	4,337,548	4,235,278	4,235,278	-
Other financing sources (uses)				
Transfers in	1,676,422	1,457,351	1,457,351	-
Transfers out	(6,013,970)	(5,499,974)	(5,499,974)	-
Total other financing sources (uses)	(4,337,548)	(4,042,623)	(4,042,623)	-
Net change in fund balances	-	192,655	192,655	-
Fund balance - beginning of year	89,227	89,227	89,227	-
Fund balance - end of year	$ 89,227	$ 281,882	$ 281,882	$ -

The accompanying notes are an integral part of this statement.

City of Fort Pierce, Florida

STATEMENT OF SPECIAL REVENUE FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
HURRICANE HOUSING RECOVERY GRANT FUND
Year ended September 30, 2016

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Intergovernmental	$ 50,000	$ 566,682	$ 566,682	$ -
Investment income	25,250	65,464	65,464	-
Other	168,000	110,347	110,347	-
Total revenues	243,250	742,493	742,493	-
Expenditures				
Current				
Economic environment	243,250	35,666	35,666	-
Total expenditures	243,250	35,666	35,666	-
Excess of revenues over(under) expenditures	-	706,827	706,827	-
Fund balance - beginning of year	201,027	201,027	201,027	-
Fund balance - end of year	$ 201,027	$ 907,854	$ 907,854	$ -

The accompanying notes are an integral part of this statement.

City of Fort Pierce, Florida
STATEMENT OF NET POSITION -
PROPRIETARY FUNDS
September 30, 2016

	Business-type Activities		
	Solid Waste	Marina	Storm Water
ASSETS			
CURRENT ASSETS			
Cash and investments	$ 198,934	$ 269,830	$ 1,467,304
Receivables - net of allowances:			
Accounts	803,955	97,350	1,152,667
Unbilled services	187,488	-	-
Due from component units	666,905	-	-
Due from other governments	-	-	300,020
Inventories and other current assets	58,914	61,065	-
Restricted Assets			
Cash and investments	-	96,822	-
Total current assets	1,916,196	525,067	2,919,991
NON-CURRENT ASSETS			
Prepaid Insurance	-	6,686	22,521
Non-depreciable capital assets			
Land	-	9,197	-
Construction in progress	-	16,662	-
Depreciable capital assets			
Buildings	122,858	843,196	-
Improvements other than buildings	47,243	44,708,178	49,493,634
Equipment	7,907,753	187,436	765,646
Accumulated depreciation	(7,072,540)	(9,613,331)	(12,349,934)
Total non-current assets	1,005,314	36,158,024	37,931,867
Total assets	2,921,510	36,683,091	40,851,858
DEFERRED OUTFLOWS			
Pensions	403,033	84,501	-
Total deferred outflows	403,033	84,501	-

The accompanying notes are an integral part of this statement.

Golf Course	Sunrise Theatre	Building Fund	Business-type Activities Totals
$ 1,100	$ 443,472	$ 721,497	$ 3,102,137
-	5,683	-	2,059,655
-	-	-	187,488
-	-	237	667,142
-	-	-	300,020
11,939	98,279	5,184	235,381
-	77,416	-	174,238
13,039	624,850	726,918	6,726,061
-	-	-	29,207
314,811	350,000	-	674,008
-	-	-	16,662
877,676	16,059,347	-	17,903,077
2,774,831	-	-	97,023,886
536,537	111,595	211,380	9,720,347
(1,798,725)	(5,638,493)	(211,380)	(36,684,403)
2,705,130	10,882,449	-	88,682,784
2,718,169	11,507,299	726,918	95,408,845
134,095	123,472	167,208	912,309
134,095	123,472	167,208	912,309

City of Fort Pierce, Florida
STATEMENT OF NET POSITION- (CONTINUED)
PROPRIETARY FUNDS
September 30, 2016

	Business-type Activities		
	Solid Waste	Marina	Storm Water
LIABILITIES AND EQUITY			
CURRENT LIABILITIES			
Accounts payable and accrued liabilities	$ 247,717	$ 135,016	$ 528,327
Contracts payable - retainage	-	-	246,061
Due to other funds	608,667	18,365	189,282
Accrued compensated absences	4,676	18,352	-
Revenue bonds - current	-	236,990	950,000
Accrued interest - revenue bonds and notes	-	-	199,303
Liabilities payable from restricted assets			
Customer deposits	-	96,822	-
Revenue in Advance	-	-	-
Total current liabilities	861,060	505,545	2,112,973
NON-CURRENT LIABILITIES			
Advances from other funds	-	934,478	-
Other Post Employment Benefits	72,286	13,653	-
Accrued compensated absences	244,932	74,269	-
Net Pension Liability	560,621	117,541	-
Revenue bonds payable, net	-	5,354,556	12,762,770
Total non-current liabilities	877,839	6,494,497	12,762,770
Total liabilities	1,738,899	7,000,042	14,875,743
DEFERRED INFLOWS			
Pensions	119,861	25,130	-
Total deferred inflows	119,861	25,130	-
NET POSITION			
Net Invested in capital assets	1,005,314	30,559,792	24,196,576
Unrestricted	460,469	(817,372)	1,779,539
Total net position	$ 1,465,783	$ 29,742,420	$ 25,976,115

The accompanying notes are an integral part of this statement.

Golf Course	Sunrise Theatre	Building Fund	Business-type Activities Totals
$ 66,153	$ 54,906	$ 42,140	$ 1,074,259
-	-	-	246,061
27,612	2,500	7,524	853,950
3,665	6,039	16,628	49,360
-	-	-	1,186,990
-	-	-	199,303
-	77,416	-	174,238
-	644,419	-	644,419
97,430	785,280	66,292	4,428,580
-	-	-	934,478
28,622	20,810	17,440	152,811
64,040	90,886	53,142	527,269
186,527	171,750	232,587	1,269,026
-	-	-	18,117,326
279,189	283,446	303,169	21,000,910
376,619	1,068,726	369,461	25,429,490
39,880	36,720	49,727	271,318
39,880	36,720	49,727	271,318
2,705,130	10,882,449	-	69,349,261
(269,365)	(357,124)	474,938	1,271,085
$ 2,435,765	$ 10,525,325	$ 474,938	$ 70,620,346

City of Fort Pierce, Florida
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - PROPRIETARY FUNDS
Year ended September 30, 2016

	Business-type Activities		
	Solid Waste	Marina	Storm Water
Operating revenues			
Sales and charges for services	$ 6,515,518	$ 1,515,533	$ 2,704,602
Gas and oil sales	-	840,315	-
Other	28,602	500,414	3,817
Total operating revenues	6,544,120	2,856,262	2,708,419
Operating expenses			
Personal services	1,941,936	344,175	-
General and administrative	80,108	-	233,894
Cost of goods and services sold	2,104,385	765,058	-
Depreciation	287,418	1,118,531	1,313,652
Other operating expenses	1,270,489	1,003,917	5,669,451
Total operating expenses	5,684,336	3,231,681	7,216,997
Operating income (loss)	859,784	(375,419)	(4,508,578)
Non-operating revenues (expenses)			
Investment income	-	1,599	42,720
Intergovernmental	-	-	338,619
Gain (Loss) on disposition of equipment	(5,506)	-	-
Interest expense	-	(280,594)	(722,856)
Total non-operating revenues (expenses)	(5,506)	(278,995)	(341,517)
Income (loss) before transfers and capital contributions	854,278	(654,414)	(4,850,095)
Transfers in	-	-	-
Transfers out	(477,625)	(150,000)	-
CHANGE IN NET POSITION	376,653	(804,414)	(4,850,095)
Total net position - beginning	1,089,130	30,546,834	30,826,210
Total net position - end of year	$ 1,465,783	$ 29,742,420	$ 25,976,115

The accompanying notes are an integral part of this statement.

Golf Course	Sunrise Theatre	Building Fund	Business-type Activities Totals
$ 1,230,305	$ 3,063,990	$ 1,346,835	$ 16,376,783
-	-	-	840,315
5,564	278,291	13,581	830,269
1,235,869	3,342,281	1,360,416	18,047,367
697,317	494,225	708,123	4,185,776
57,538	114,885	-	486,425
42,309	1,550,247	-	4,461,999
136,142	535,707	-	3,391,450
577,415	1,900,271	485,973	10,907,516
1,510,721	4,595,335	1,194,096	23,433,166
(274,852)	(1,253,054)	166,320	(5,385,799)
189	1,046	2,657	48,211
-	68,942	-	407,561
-	-		(5,506)
-	-	-	(1,003,450)
189	69,988	2,657	(553,184)
(274,663)	(1,183,066)	168,977	(5,938,983)
229,290	450,000	-	679,290
(28,000)	-	-	(655,625)
(73,373)	(733,066)	168,977	(5,915,318)
2,509,138	11,258,391	305,961	76,535,664
$ 2,435,765	$ 10,525,325	$ 474,938	$ 70,620,346

City of Fort Pierce, Florida
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
Year ended September 30, 2016

	Business-type Activities	
	Solid Waste	Marina
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	$ 6,426,366	$ 2,646,707
Receipts from rental property	-	231,576
Payments to suppliers for goods and services	(3,991,198)	(1,926,926)
Payments to employees for services	(1,390,883)	(263,859)
Payments for benefits on behalf of employees	(601,577)	(96,025)
Net cash provided (used) by operating activities	442,708	591,473
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Transfers in	-	-
Transfers (out)	(477,625)	(150,000)
Net cash provided (used) by noncapital financing activities	(477,625)	(150,000)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(156,585)	(30,019)
Receipts from Intergovernmental	-	-
Transfer of capital assets to governmental funds	132,625	-
Bond and loan principal payments	-	(229,038)
Bond and loan interest payments	-	(250,999)
Net cash provided (used) by capital and related financing activities	(23,960)	(510,056)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest on cash and investments	-	1,599
Net cash provided (used) by investing activities	-	1,599
Net increase (decrease) in cash and investments	(58,877)	(66,984)
Cash and investments at beginning of year	257,811	433,636
Cash and investments at end of year	$ 198,934	$ 366,652
Cash and investments-unrestricted	$ 198,934	$ 269,830
Cash and investments-restricted	-	96,822
	$ 198,934	$ 366,652

The accompanying notes are an integral part of this statement.

Storm Water	Golf Course	Sunrise Theatre	Building Fund	Business-type Activities Totals
$ 2,605,575	$ 1,235,869	$ 3,256,939	$ 1,360,416	$ 17,531,872
-	-	-	-	231,576
(5,447,220)	(696,121)	(3,687,193)	(503,767)	(16,252,425)
-	(425,810)	(357,696)	(504,323)	(2,942,571)
-	(296,092)	(113,282)	(197,821)	(1,304,797)
(2,841,645)	(182,154)	(901,232)	154,505	(2,736,345)
-	229,290	450,000	-	679,290
-	(28,000)	-	-	(655,625)
-	201,290	450,000	-	23,665
-	(19,325)	-	-	(205,929)
1,574,251	-	68,942	-	1,643,193
-	-	-	-	132,625
(190,000)	-	-	-	(419,038)
(835,841)	-	-	-	(1,086,840)
548,410	(19,325)	68,942	-	64,011
42,720	189	1,046	2,657	48,211
42,720	189	1,046	2,657	48,211
(2,250,515)	-	(381,244)	157,162	(2,600,458)
3,717,819	1,100	902,132	564,335	5,876,833
$ 1,467,304	$ 1,100	$ 520,888	$ 721,497	$ 3,276,375
$ 1,467,304	$ 1,100	$ 443,472	$ 721,497	$ 3,102,137
-	-	77,416	-	174,238
$ 1,467,304	$ 1,100	$ 520,888	$ 721,497	$ 3,276,375

City of Fort Pierce, Florida
STATEMENT OF CASH FLOWS (CONTINUED)
PROPRIETARY FUNDS
Year ended September 30, 2016

	Business-type Activities	
	Solid Waste	Marina
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income (loss)	$ 859,784	$ (375,419)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:		
Depreciation expense	287,418	1,118,531
(Increase) decrease in accounts receivable	(68,581)	(11,227)
(Increase) decrease in due from component unit	(49,173)	-
(Increase) decrease in inventories and other current assets	(58,914)	(47,661)
(Increase) decrease in deferred outflows-pension	15,642	29
Increase (decrease) in accounts payable and accrued liabilities	(584,959)	4,877
Increase (decrease) in due to other funds	5,279	(128,251)
Increase (decrease) in customer deposits	-	33,248
Increase (decrease) in other post employment benefits	3,123	570
Increase (decrease) in Net Pension Liability	(66,847)	(9,144)
Increase (decrease) in Deferred Inflows	119,861	25,129
Increase (decrease) in accrued compensated absences	(19,925)	(19,209)
Net cash provided (used) by operating activities	$ 442,708	$ 591,473

The accompanying notes are an integral part of this statement.

Storm Water	Golf Course	Sunrise Theatre	Building Fund	Business-type Activities Totals
$ (4,508,578)	$ (274,852)	$ (1,253,054)	166,320	$ (5,385,799)
1,313,652	136,142	535,707	-	3,391,450
(102,844)	-	(128)	-	(182,780)
-	-	-	-	(49,173)
2,303	(11,939)	(98,279)	(5,184)	(219,674)
-	509	(12,103)	(7,600)	(3,523)
399,069	(33,570)	(34,069)	(49,560)	(298,212)
54,753	(4,779)	500	5,697	(66,801)
-	-	(85,214)	-	(51,966)
-	934	863	1,166	6,656
-	(15,205)	4,841	(6,618)	(92,973)
-	39,881	36,720	49,727	271,318
-	(19,275)	2,984	557	(54,868)
$ (2,841,645)	$ (182,154)	$ (901,232)	$ 154,505	$ (2,736,345)

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TRUST FUNDS

♦ Pension Trust

General Employees
To account for the accumulation of resources to be used for retirement benefits of all City employees. The City has a multi-employer plan; therefore, other governmental units are included in the Fund.

Police Officers
To account for State and police officer's contributions to be used for future retirement benefits of all police officers.

City of Fort Pierce, Florida
STATEMENT OF FIDUCIARY FUNDS NET POSITION
September 30, 2016

	Pension Trusts
ASSETS	
Cash and cash equivalents	$ 1,447,799
Investments, at fair value:	
U.S. Government Securities	17,254,100
Mutual Funds	103,947,909
Common Stock	17,300,997
Corporate Bonds	31,100,470
Real Estate Trust L.P.	20,372,890
Common Trust Fund	1,290,389
Money Market	2,444,812
Total investments	193,711,567
Total cash and investments	195,159,366
Accounts receivable	356,522
Accrued interest receivable	415,982
Total assets	195,931,870
LIABILITIES AND NET POSITION	
LIABILITIES	
Accounts payable and accrued liabilities	56,832
Total liabilities	56,832
NET POSITION-RESTRICTED FOR PENSION BENEFITS	$ 195,875,038

The accompanying notes are an integral part of this statement.

City of Fort Pierce, Florida
STATEMENT OF CHANGES IN FIDUCIARY FUNDS NET POSITION
Year ended September 30, 2016

	Pension Trusts
ADDITIONS	
Contributions	
Employer	$ 4,211,312
Employees	2,005,283
State-Via the General Fund	302,837
Total contributions	6,519,432
Investment income	
Interest	2,336,011
Dividends	1,591,401
Net appreciation in fair value of investments	14,271,231
Total investment income	18,198,643
Investment expenses	(806,537)
Net investment income	17,392,106
Total additions	23,911,538
DEDUCTIONS	
Retirement benefits paid	13,389,859
Refunds of employee contributions	786,340
Administrative expenses	204,174
Insurance expense	19,406
Total deductions	14,399,779
Net Increase	9,511,759
NET POSITION-RESTRICTED FOR PENSION BENEFITS	
Beginning of year	186,363,279
End of year	$ 195,875,038

The accompanying notes are an integral part of this statement.

NOTES TO THE FINANCIAL STATEMENTS

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements of the City of Fort Pierce, Florida (City) have been prepared in conformity with accounting principles ("GAAP") generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board ("GASB") is the standard-setting body for governmental accounting and financial reporting.

1. REPORTING ENTITY

The City of Fort Pierce, Florida was incorporated in 1901 under the general law. This incorporation was validated by Act of the State Legislature, Chapter 5100, Acts 1901. The City covers an area of approximately 34.8 square miles and is located in St. Lucie County, Florida. The City operates under an elected City Commission (5 members) and provides services to its more than 44,484 residents in the form of law enforcement, street maintenance, solid waste, culture and recreation, planning and zoning, human resources and general administrative services.

The accompanying financial statements present the primary government and its component units. Component units are legally separate entities for which the primary government is financially accountable or entities which should be included in the City's financial statements because of the nature and significance of their relationship with the primary government.

The decision to include a potential component unit in the City's reporting entity is based on the criteria stated in GASB Statement No. 14 – *The Financial Reporting Entity*, as amended by GASB 39,"*Determining Whether Certain Organizations are Component Units"* and GASB 61, "*The Financial Reporting Entity; Omnibus an Amendment of GASB Statements No. 14 and No. 34"* which includes the ability to appoint a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific financial benefits to, or impose specific financial burden on the City, or the nature and significance of the relationship between the City and the organization is such that exclusion would cause the City's financial statements to be incomplete.

Blended component units, although legally separate entities, are, in substance, part of the City's operations. Accordingly, data from these component units are included with data of the primary government. The discretely presented component unit, on the other hand, is reported in a separate column in the financial statements to emphasize that it is legally separate from the City. The financial activities and balances for each blended and discretely presented component units are as of and for the period ended September 30, 2016.

A. BLENDED COMPONENT UNITS

Community Redevelopment Agency

The Community Redevelopment Agency (CRA) was established for the purpose of carrying out redevelopment activities for certain areas existing in the City of Fort Pierce. The members of the governing board are comprised of the Fort Pierce City Commission. The CRA's budget is subject to approval by the City Commission and the primary government has operational responsibility for the CRA.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1. REPORTING ENTITY (CONTINUED)

B. DISCRETELY PRESENTED COMPONENT UNIT

Fort Pierce Utilities Authority

The Fort Pierce Utilities Authority (Authority) provides electric, water, wastewater and natural gas services to residents and businesses of Fort Pierce and is responsible for the management and operations of the Manatee Observation and Education Center. The members of the governing board are appointed and/or removed from office by the Fort Pierce City Commission. The budget and rates for services are subject to the approval of the Commission. Complete financial statements of the Authority can be obtained from its administrative office located at 206 South Sixth Street, Fort Pierce, Florida 34948.

C. RELATED ORGANIZATION

Fort Pierce Housing Authority

The Mayor of Fort Pierce is responsible for appointing the members of the Board of the Fort Pierce Housing Authority (FPHA), but the City's accountability for this organization does not extend beyond making these appointments. The FPHA's operating and capital expenditures, including debt service, are financed entirely from federal grants and rentals. The City has no involvement in the determination of FPHA's budget or rental rates, and has no obligation for FPHA's outstanding debt. Hence, the FPHA is not considered a component unit of the City, and no financial information is included in these financial statements.

2. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The basic financial statements include both government-wide financial statements (based on the City as a whole) and fund financial statements. Separate financial statements are provided for governmental funds, propriety funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

The Government-Wide Statement of Net Position reports all financial and capital resources of the City, excluding those reported in the fiduciary funds. It is displayed in the format of assets and deferred outflows less liabilities and deferred inflows, equals net position, with the assets and liabilities shown in order of their relative liquidity. Net position is required to be displayed in three components: (1) net investment in capital assets, (2) restricted, and (3) unrestricted. The net investment in capital assets component of net position consists of capital assets, net of accumulated depreciation, reduced by outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. The restricted component of net position consists of restricted assets reduced by liabilities related to those assets. Restricted assets are those with constraints placed on their use that are either: (1) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (2) imposed by law through constitutional provisions or enabling legislation. The unrestricted component of net position is the net amount of the assets and liabilities that are not included in the determination of net investment in capital assets or the restricted component of net position.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. The City chooses to eliminate the general and administrative charges between governmental activities to avoid a "doubling up" effect.

Separate financial statements are provided for governmental funds, propriety funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the *economic resources measurement focus* and the *full accrual basis of accounting*, as are the proprietary fund, internal service fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The measurement focus of the governmental funds (in the Fund Financial Statements) is upon determination of financial position and changes in financial position rather than upon net income.

These governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considered property taxes as available if they are collected within 60 days after year-end. A six-month availability period is used for revenue recognition for all other governmental fund revenues. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Taxpayer-assessed property and other taxes, and charges for regularly billed or routinely provided services, are recorded as revenue when earned, taxpayer liability has been established and collectibility is assured, or losses can be reasonably estimated. Licenses and fees, fines and forfeitures, and miscellaneous revenues are recorded when received in cash, because they are generally not measurable until actually received. Investment income from cash deposits is recorded as revenue when earned, since it is measurable and available.

The city reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The c*ommunity redevelopment agency-special revenue fund* accounts for the redevelopment of designated areas within the City. Financing is provided by an incremental increase in ad valorem taxes levied each year.

The *hurricane housing recovery grant fund* accounts for the hurricane housing assistance from the state of Florida for down payment assistance and rehabilitation assistance for low income households within the City.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The government reports the following major proprietary funds:

Business type activities

The *solid waste fund* is used to account for the solid waste disposal services provided to the residents of the City.

The *marina fund* is used to account for the activities of a special recreation facility for the residents of the City and the surrounding area.

The *storm water fund* is used to account for the storm water drainage and control services provided to the residents of the City.

The *golf course fund* is used to account for the activities of a special recreation facility for the residents of the City and the surrounding area.

The *sunrise theatre fund* is used to account for the activities of a historic theatre for the residents of the City and the surrounding area.

The *building fund* is used to account for the activities of a building department for the residents of the City.

Governmental activities

Additionally, the government reports the following fund types:

Fiduciary funds

The two pension trust funds account for the activities of the General Employees and the Police Officers' Pension Plans, which accumulate resources for pension benefit payments to qualified employees of the respective plans.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the government's solid waste disposal function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Proprietary funds distinguish *operating* revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expense, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources, as they are needed.

4. ASSETS, LIABILITIES,DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION/FUND BALANCE

a. Deposits and investments

The City has defined cash and cash equivalents to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. State statutes and local ordinances authorize the government and the component units to invest in various types of investments as discussed in a subsequent note.

Investments of the City, as well as for its component units, are reported at fair value within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application.*

Investments include the State Board of Administration Pooled Trust Fund which operates in accordance with appropriate state laws and regulations. Securities traded on a national or international exchange are valued at the last reported sales private at current exchange rates. Investments that do not have an established market are reported at estimated fair value based on market indicators regarded as measures of equity or fixed income performance results. The City does not have a significant amount of investments valued at other than quoted market prices. Except in the pension trust funds, amortization of premium and accretion of discount on investments purchased are not recorded over the term of the investment. The effect of this policy on the financial statements of the various funds is not significant. The reported value of the pool is the same as the fair value of the pool shares.

b. Receivables and payables

All trade receivables are shown net of an allowance for uncollectible accounts. Unbilled service receivables represent the estimated amount of accounts receivable for services that have not yet been billed. The amount represents a timing difference between the end of the financial statement cycle (month end) and the billing cycle (varying dates each billing period).

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. ASSETS, LIABILITIES,DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION/FUND BALANCE (CONTINUED)

c. Due to/Due from

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans.) All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

d. Inventories and prepaid items

Inventories are valued at cost (using average cost) in governmental type funds and the lower of cost (weighted average) or market in business-type funds. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are recorded as expenditures when consumed rather than when purchased.

e. Restricted assets

Certain proceeds from bonds, notes, and loans, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited by applicable bond covenants and restrictions. As a general rule these restricted assets are maintained in separate accounts.

The Fort Pierce Utilities Authority has similar restricted assets.

f. Capital assets

Capital assets, include property, plant, equipment, and infrastructure assets (e.g., road, bridges, sidewalks, and similar items), which are reported in the applicable governmental or business-type activities columns on the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. ASSETS, LIABILITIES,DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION/FUND BALANCE (CONTINUED)

f. Capital assets(continued)

Property, plant, and equipment of the primary government, as well as the component units, is depreciated using the straight line method over the following estimated lives:

Buildings and improvements	3-55 years
Improvements other than buildings	20-25 years
Equipment	3-20 years
Public domain infrastructure	15-75 years

g. Deferred outflows/inflows of resources

The Statement of Net Position includes a separate section for Deferred Outflows of Resources. This represents the usage of net position applicable to future periods and will be recognized as expenditures in the future period to which it applies. This category includes Deferred Charge on Refunding reported on the Government-wide Statement of Net Position. The deferred charge on refunding is the difference between the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or the refunding debt. This category also contains amounts related to pensions for certain actuarially determined differences projected and actual investment earnings.

The Statement of Net Position also includes a separate section for Deferred Inflows of Resources. This represents the acquisition of net position applicable to future periods and will be recognized as revenue in the future period to which it applies. Currently, this category includes revenue received in advance, and amounts related to pensions for certain actuarially determined differences between projected and actual experience.

Deferred Inflows of Resources in the Governmental Funds Balance Sheet include unavailable revenue. Unavailable revenue consists primarily of special assessment, loans and notes receivable. The city considers revenues available if they are collected within 60 days of the end of the fiscal year.

h. Compensated absences

Accumulated unpaid vacation and sick pay and the benefits associated with them are accrued when incurred in all proprietary fund types and in the component units. In governmental and Fiduciary fund types, the cost of vacation and sick pay is recognized when payments are made to employees or when matured, as a result of employee resignation or retirement.

All sick and vacation pay is accrued when incurred in the Government-Wide Financial Statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION (CONTINUED)

i. Other Post Employment Benefits

The City provides certain health care and life insurance benefits for retired employees. The primary government recognizes the costs associated with providing these benefits as claims are paid. In the Government-Wide Financial Statements and proprietary fund types in the Fund Financial statements, other post employment benefits are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

j. Long-term obligations

In the Government-Wide Financial Statements and propriety fund types in the Fund Financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts, as well as insurance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond insurance costs are reported as deferred charges and amortized over the term of the related debt.

In the Fund Financial Statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

k. Fund equity

The City implemented GASB No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions", for the year ended September 30, 2011. The Statement requires the fund balance of governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

l. New Accounting Standards Adopted

In fiscal year 2016, the City implemented GASB Statement No. 72, Fair Value Measurement and Application. This statement updates the disclosure requirements for investments. There was no effect on beginning balances of the City.

5. ACCOUNTING ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE B - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

1. Budgetary Information

The appropriated budget is the expenditure authority created by the appropriation ordinance which is signed into law along with related estimated revenues for the general fund, and the following major special revenue funds; community redevelopment agency fund, and the hurricane housing recovery grant fund.

The amended budget reflects the appropriated budget for the general fund and special revenue funds. Budgets are not adopted for governmental funds other than the general fund and the major special revenue funds. All annual appropriations lapse at fiscal year end.

The City follows these procedures in establishing the appropriated budget reflected in the financial statement:

a. Prior to August 15, the City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.

b. Public hearings are conducted to obtain taxpayer comments.

c. Prior to October 1, the budget is legally enacted through passage of an ordinance.

d. Formal budgetary integration is employed as a management control device during the year for the general fund and major special revenue funds. Formal budgetary integration is not employed for debt service funds because effective budgetary control is alternately achieved through general obligation bond indenture provisions.

e. Budgets for the general fund, and major special revenue funds are adopted on a basis consistent with generally accepted accounting principles. (GAAP).

f. The level of control (level at which expenditures may not exceed budget) is the department. Department heads may move budget appropriations from one line item to another line item within his/her department with the approval of the Director of Finance. Transfers of budget appropriations between departments must be approved by the Director of Finance and the City Manager. Any increase in budget over what was appropriated must be approved by the City Commission. Unexpended balances of appropriations lapse at year end.

g. In accordance with past practices, after the close of the year, the budget has been amended to reflect changes in available revenues and transfers of appropriations between departments and programs.

2. Fund Balance

There was a deficit fund balance in the Police Grants Special Revenue Fund in the current year. The deficit was created by unanticipated expenses in the current year in excess of allowable reimbursable costs of the grants. The city will reallocate costs with police services in the general fund to ensure that only reimbursable costs are allocated to the Police Grant Special Revenue Fund.

NOTE C – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position.

"Total fund balances" as reported on the City's Governmental Funds Balance Sheet $14,800,370 differs from the "net position" of governmental activities $49,338,299 that are reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the Governmental Funds Balance Sheet. The effect of the differences is illustrated below.

Capital related items

When capital assets (land, buildings and improvements, infrastructure, machinery and equipment, and construction in progress that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position includes those capital assets among the assets of the city as a whole:

Cost of capital assets, not being depreciated	$	27,282,256
Cost of capital assets, being depreciated		211,977,871
Accumulated depreciation		(129,848,794)
Total	$	109,411,333

Long-term debt transactions

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2016 were:

Bonds and notes payable	$	(74,582,140)
Other post employment benefits		(855,395)
Net Pension Liablity		(7,860,104)
Compensated absences		(2,936,188)
Total	$	(86,233,827)

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to accrued interest on bonds and revenue notes.

Bond and revenue notes	$	(438,342)

NOTE C – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

1. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position (continued)

Prepaid Insurance and Deferred Charge on Refunding

Bond insurance costs and deferred charge on refunding in the Statement of Net Position differs from the amount reported in governmental funds because bond insurance costs and the difference between the carrying value of refunded debt and its reacquisition price are capitalized and amortized over the term of the bonds, whereas these costs are reported as expenditures in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balance.

Net bond insurance costs	$	115,517
Net Deferred charge on refunding	$	4,248,203

Unavailable revenues

Unavailable revenues in the Statement of Net Position differ from the amount reported in governmental funds due to various receivables. Governmental fund financial statements report unearned revenues or revenues which are measurable but not available, as unavailable revenues. However, unavailable revenues in governmental funds are subject to full accrual on the government-wide financial statements.

Liens receivable	$	1,409,042
Loans receivable		21,173
Notes receivable		2,010,649
Deferred revenues	$	3,440,864

Deferred Inflows and Outflows from Pension Activity

Deferred inflows and outflows related to pensions are not financial resources and are not reported in governmental funds.

Deferred Inflows-Pensions	$	(1,651,299)
Deferred Outflows-Pensions	$	5,645,480

Elimination of inter-fund receivables/payables

Inter-fund receivables and payables in the amount of $389,041 between governmental funds have been eliminated for the Statement of Net Position.

NOTE C – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities

The "net change in fund balances" for government funds $458,230 differs from the "change in net position" for governmental activities ($454,109) reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Capital related items

When capital assets are purchased or constructed for governmental activities, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets are allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decreases by the amount of depreciation expense charged for the year.

Capital outlay	$	3,253,508
Depreciation expense		(4,370,433)
	$	(1,116,925)

In the Statement of Activities, only the gain and loss on the sale of capital assets is reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net assets differs from the change in fund balance by the adjusted basis of the capital assets sold. Also, governmental funds do not show contributions of capital assets. Thus, the change in net assets differs from the change in fund balance by the fair market value of the asset at date of contribution.

Net book value of capital assets transferred in from an enterprise fund	$	132,625
Net book value of capital assets disposed	$	(13,721)

Long-term debt transactions

Repayments of principal on bonds, notes, and capital leases are reported as expenditures in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used. Principal payments reduce the liabilities in the Statement of Net Position, but do not result in an expense in the Statement of Activities.

Bond principal payments	$	3,788,108

NOTE C – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities

Some expenses reported in the Statement of Activities do not require the use of current financial resources, and therefore, are not reported as expenditures in the governmental funds. The amounts listed below are the net of prior and current fiscal years and are included in the Statement of activities.

Net change in other post employment benefits	$	(33,568)
Net change in compensated absences	$	(38,006)
Net interest adjustment	$	212,185
Net Change in Pension Liability	$	(1,199,720)

In the Statement of Activities, bond proceeds and Note proceeds increase long-term liabilities and current bond refundings reduce principal on outstanding debt. However, in the governmental funds, debt proceeds and current bond refundings are treated as other financing sources (uses) since they provide current financial resources to governmental funds.

Note Proceeds and Premium	$	(59,370,000)
Payment on Bond Refunding		58,699,060
Bond proceeds in excess of payments	$	(670,940)

Bond issuance costs

Bond issuance costs are reported as expenditures in the governmental funds. However, in the Statement of Activities, the bond issuance costs are amortized over the terms of the bond agreement.

Amortization expenses	$	(457,844)

Deferred revenues

Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.

Net change in Deferred Revenue	$	(1,514,533)

Reclassification and Eliminations

The General Fund recognizes revenues in the amount of $1,096,455 for the general administrative charges to the various functions. These revenues and expenditures must be eliminated to avoid "double counting". Transfers in and transfers out in the amount of $10,958,636 between governmental activities are eliminated in the government-wide financial statements.

NOTE D – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments. The carrying amount of these deposits at September 30, 2016 was $17,624,909 and the bank balance was $18,891,686. The deposits are insured by federal depository insurance or collateralized under the provisions of Chapter 280, Florida Statutes.

Deposits - Florida statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral for their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits. The City had deposits only with qualifying institutions as of September 30, 2016, or with banks in which depository insurance was sufficient to cover the deposit balance.

Cash resources of the individual funds are combined to form a pool of cash and investments which is managed by the City Finance Director. Cash equivalents consist of demand deposits, certificates of deposit, and money market accounts. Investments in the pooled fund consist of Repurchase agreements (overnight), Treasury notes, and Government securities.

The City and FPUA also invests in the SBA Pooled Trust Funds which are governed by Chapter 19-7 of the Florida Administrative Code, which identifies the Rules of the SBA. Additionally, the Office of the Auditor General performs the operational audit of the activities and investments of the SBA. Investments in the SBA consist of the Florida Prime and the Fund B surplus Trust Fund (Fund B). Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

The Florida PRIME has met the criteria as a "2a7-like" pool; this pool was assigned a rating of AAAm by the Standards and Poor's Rating Service. The FPUA has a $5,235,780 balance at September 30, 2016. The fair value of the position in the pool is valued the same as the pooled shares.

The Florida Municipal Investment Trust (Municipal Trust) was created under the laws of the State of Florida to provide eligible units of local government with an investment vehicle to pool their surplus funds and to reinvest such funds in one or more investment portfolios under the direction and daily supervision of an investment advisor. The Florida League of Cities serves as the administrator, investment manager and secretary-treasurer of the Trust. The Municipal Trust is not a registrant with the Securities and Exchange Commission (SEC); however the board has adopted operating procedures consistent with the requirements for a "2a-7 like" pool.

NOTE D – CASH AND INVESTMENTS (CONTINUED)

The City has implemented the GASB Statement No. 72 *Fair Value Measurement and Application* by categorizing its investments according to the fair market value hierarchy established by the statement. The hierarchy is based on the valuation input used to measure the fair value of the asset as follows:

Level 1- inputs are quoted prices for identical assets or liabilities in active markets that a government can access at the measurement date.
Level 2- inputs-other than quoted prices included within level 1-debt securities classified as level 2 are valued using a matrix pricing technique.
Level 3- unobservable inputs for an asset or liability.

A summary of pooled cash and investments as of September 30, 2016 is as follows:

	Primary Government	Component Unit-FPUA
Cash	$ 3,189,167	$ 1,461,975
Investments:		
Certificates of Deposit	10,546,183	1,724,487
State Board of Administration pooled trust fund	-	5,235,780
Florida Municipal Investment trust	586,987	-
Money market	-	7,061,714
Funds-held in escrow	1,785	-
Repurchase agreements	3,300,787	37,968,002
Total investments	14,435,742	51,989,983
Total pooled cash and investments	$ 17,624,909	$ 53,451,958

All investments held in the primary government and component unit at September 30, 2016 have maturity dates less than one year.

NOTE D – CASH AND INVESTMENTS (CONTINUED)

A summary of investments held in pension trust funds as of September 30, 2016 is as follows:

	Fair Value Measurements		
	Level 1	Level 2	Level 3
U.S. Agencies	$ 16,582,928	$ -	$ -
U.S. Treasuries	671,172	-	-
Corporate obligations	-	31,100,470	-
Common stock	17,300,997	-	-
Mutual funds-equity	103,947,909	-	-
Real estate trust L.P.	-	-	20,372,890
Common trust fund	-	-	1,290,389
Money market funds	2,444,812	-	-
	$140,947,818	$ 31,100,470	$21,663,279

	Investment Maturities in Years					
	under 1	1-5	6-10	10-20	over 20	total
U.S. Agencies	$ -	$ 634,104	$ 835,332	$ 1,750,740	$13,362,752	$ 16,582,928
U.S. Treasuries	-	292,246	73,970	-	304,956	671,172
Corporate obligations	4,221,240	16,344,817	3,813,950	3,313,942	3,406,521	31,100,470
Common stock	17,300,997	-	-	-	-	17,300,997
Mutual funds-equity	103,947,909	-	-	-	-	103,947,909
Real estate trust L.P.	20,372,890	-	-	-	-	20,372,890
Common trust fund	1,290,389	-	-	-	-	1,290,389
Money market funds	2,444,812	-	-	-	-	2,444,812
	$ 149,578,237	$ 17,271,167	$ 4,723,252	$ 5,064,682	$17,074,229	$ 193,711,567

Fixed income securities have inherent financial risks, including credit risk and interest rate risk. Credit risk for fixed income securities is the risk that the issuer will not fulfill its obligations. Nationally recognized statistical rating organizations ("NSROs"), such as Moody's and Standard and Poor's, assign credit ratings to security issuers and issues that indicate a measure of potential credit risk to investors. Fixed income securities considered investment grade are those rated at least Baa by Moody's and BBB by Standard and Poor's.

Credit Risk. State law limits investments in corporate notes to the top two ratings issued by nationally recognized statistical ratings organizations (NRSROs). It is the City's policy to limit its investments in these investment types to A or better, with a maximum 15% discretionary allocation to BBB by Standard and Poor's. Money Market securities rated A1/P1 by Standard and Poor's/Moody's are allowed. The City has certain investments in an unrated 2a7-like investment pool administered by the Florida League of Cities.

NOTE D – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy discourages long-term investments. For the City's pension plans, maturities are significantly longer. The pension system may invest in various mortgaged-backed securities, such as collateralized mortgage obligations. These securities are based on cash flows on underlying mortgages. Therefore, they are sensitive to prepayments by mortgagees, which may result from a decline in interest rates.

Custodial Credit Risk. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the city will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's pension funds consist of uninsured, unregistered investments held by a counterparty's trust department but not in the City's name.

Investments - The primary government, except for the Enterprise Fund and Expendable Pension Trust Funds, is authorized by Ordinance to invest in:

1. Local Governmental Surplus Trust Funds
2. Interest-bearing time deposits or savings accounts in banks organized under the laws of this State or the United States and doing business in this State as detailed in the investment policy of the City.
3. Deposits and certificates of deposit in out-of-state banks, savings and loan associations and other regulated financial institutions as may be required by contractual agreements when approved by the City Commission.
4. Negotiable direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States Government at the then prevailing price for such securities.
5. Repurchase Agreements, secured by the type of investment listed above, restricted as to acquisition, term, and market value.

The FPUA (a component unit) is authorized by resolution to invest in:

1. Local Government Surplus Trust Funds.
2. Negotiable direct obligations of the United States Government, or obligations, the principal and interest which are unconditionally guaranteed by the United States Government.
3. Obligations of the Federal Farm Credit Banks, the Federal Home Loan Mortgage Corporation, including Federal Home Loan Corporation participation certificates, or the Federal Home Loan Bank or its district banks, or obligations guaranteed by the Government National Mortgage Association, U. S. Treasury, agencies, and instrumentalities.
4. Repurchase Agreements secured by the type of investment listed above, restricted as to acquisition, term and market value.

NOTE D – CASH AND INVESTMENTS (CONTINUED)

5. Interest-bearing time deposits or savings accounts in banks organized under the laws of this State, in national banks organized under the laws of the United States and doing business and situated in this State, in savings and loan associations which are under State supervision, or in federal savings and loan associations located in this State and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law.

6. Deposits and certificates of deposit in out-of-state banks, savings and loan associations and other regulated financial institutions insured by the FDIC.

7. Full faith and credit direct general obligations of any state, or unlimited tax direct obligations of any political subdivision thereof, the payment of which the full faith and credit of such political subdivision is pledged, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.

The General Employees Pension Trust Fund is authorized by resolution to invest in:

1. Common and preferred stock issues.

2. Publicly traded Government, corporate, and agency bonds.

3. Publicly traded money market securities.

The Police Officers Pension Trust Fund is authorized by resolution to invest in:

1. Common and preferred stock issues. (Limited to holdings of less than five percent of any one entity's stock, and aggregate stock holdings of less than fifty percent of total plan assets.)

2. Publicly traded Government, corporate, and agency bonds.

3. Publicly traded money market securities.

4. Interest-bearing time deposits or savings accounts in banks organized under the laws of this State or the United States and doing business in this State as detailed in the investment policy of the Police Officers' Pension Trust Fund.

NOTE E - PROPERTY TAXES

The City's property tax is levied by St. Lucie County each November 1 on the assessed value listed as of the prior January 1 for real and personal property located in the City. Property taxes become a lien on the first day of the levy year and are due on or before March 31. Assessed values are established by the St. Lucie County Property Appraiser. The assessed value at January 1, 2015, upon which the 2015-2016 levy is based, was $1,947,781,445.

The City is permitted by State law to levy taxes of up to 10 mills of assessed valuation for the General Fund. Taxes are levied at 6.5786 mills for the General Fund for the fiscal year ended September 30, 2016.

NOTE F - ACCOUNTS RECEIVABLE/NOTES RECEIVABLE

Accounts Receivable

Accounts receivable held by the primary government's enterprise funds and the FPUA (a component unit) are stated net of allowances for estimated uncollectibles of $15,639 for the marina, $27,235 for sanitation, $0 for storm water, $0 for golf course, and $4,121,301 the FPUA, respectively. The general fund accounts receivable is stated net of allowance for estimated uncollectibles of $7,421,029. No other allowance is provided for receivables held by governmental or fiduciary fund types because, in the opinion of management, all such accounts are collectible.

Notes Receivable

Notes Receivable is comprised of various down payment assistance loans as part of the City's redevelopment plan. The terms of the notes range from 5 to 30 years with interest rates from 0% to 5% based on the recipient's income level.

NOTE G - DUE FROM OTHER GOVERNMENTS

Amounts due from other governments include $44,785 from U.S. Department of Housing & Urban Development, $139,617 from Florida Department of Transportation, $16,530 from the State of Florida, $63,145 due from St. Lucie County, $3,625 due from St. Lucie County Housing Authority, $121,839 due from the Department of Justice, $170,000 from the Florida Department of Environmental Protection.

NOTE H - CAPITAL ASSETS

Capital asset activity of the **primary government** for the year ended September 30, 2016 was as follows:

Governmental Activities:

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Capital assets, not being depreciated:					
Land	$ 27,045,583	$ 8,531	$ (13,720)	$ -	$ 27,040,394
Construction in Progress	1,720,589	241,862	-	(1,720,589)	241,862
Total capital assets, not being depreciated	28,766,172	250,393	(13,720)	(1,720,589)	27,282,256
Capital assets, being depreciated:					
Buildings	42,508,571	-	-	-	42,508,571
Improvements other than buildings	40,021,055	1,258,689	-	1,720,589	43,000,333
Equipment	15,842,043	1,744,426	(255,059)	213,196	17,544,606
Infrastructure	108,924,361	-	-	-	108,924,361
Total	207,296,030	3,003,115	(255,059)	1,933,785	211,977,871
Less accumulated depreciation for:					
Buildings	(13,178,458)	(890,816)	-	-	(14,069,274)
Improvements other than buildings	(19,183,653)	(1,447,078)	-	-	(20,630,731)
Equipment	(12,928,407)	(622,712)	255,059	(80,571)	(13,376,631)
Infrastructure	(80,362,331)	(1,409,827)	-	.	(81,772,158)
Total accumulated depreciation	(125,652,849)	(4,370,433)	255,059	(80,571)	(129,848,794)
Total capital assets, being depreciated, net	81,643,181	(1,367,318)	-	1,853,214	82,129,077
Total capital assets, net	$ 110,409,353	$ (1,116,925)	$ (13,720)	$ 132,625	$ 109,411,333

Depreciation expense charged to functions/programs of the **primary government** (governmental activities) for the year ended September 30, 2016 was as follows:

Governmental activities:

General government	$ 180,877
Public safety	703,911
Transportation	3,100,563
Economic environment	77,106
Culture and recreation	307,976
Total	$ 4,370,433

NOTE H - CAPITAL ASSETS (CONTINUED)

Business-type activities:

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Capital assets, not being depreciated:					
Land	$ 674,008	$ -	$ -	$ -	$ 674,008
Construction in Progress	-	16,662	-	-	16,662
Total capital assets, not being depreciated	674,008	16,662	-	-	690,670
Capital assets, being depreciated:					
Buildings	17,903,077	-	-	-	17,903,077
Improvements other than buildings	97,023,886	-	-	-	97,023,886
Equipment	10,201,005	189,266	(457,478)	(212,446)	9,720,347
Total	125,127,968	189,266	(457,478)	(212,446)	124,647,310
Less accumulated depreciation for:					
Buildings	(6,047,148)	(588,840)	-	-	(6,635,988)
Improvements other than buildings	(19,153,597)	(2,431,135)	-	-	(21,584,732)
Equipment	(8,624,003)	(371,475)	451,974	79,821	(8,463,683)
Total accumulated depreciation	(33,824,748)	(3,391,450)	451,974	79,821	(36,684,403)
Total capital assets, being depreciated, net	91,303,220	(3,202,184)	(5,504)	(132,625)	87,962,907
Total capital assets, net	$ 91,977,228	$ (3,185,522)	$ (5,504)	$ (132,625)	$ 88,653,577

Additions to accumulated depreciation and depreciation expense charged to functions/programs of the **primary government** (business-type activities) for the year ended September 30, 2016 was as follows:

` Solid waste	$ 287,418
Marina	1,118,531
Stormwater	1,313,652
Golf course	136,142
Sunrise Theatre	535,707
Building Fund	-
Total	$ 3,391,450

NOTE H - CAPITAL ASSETS (CONTINUED)

Capital asset activity of the **FPUA** (a component unit) for the year ended September 30, 2016 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Utility Plant, not being depreciated:				
Land	$ 10,046,000	$ -	$ -	$ 10,046,000
Construction Work in Progress	24,768,018	12,728,416	(14,949,000)	22,547,434
Total Utility Plant, not being depreciated	34,814,018	12,728,416	(14,949,000)	32,593,434
Utility Plant, being depreciated:				
Transmission, distribution and collection systems	330,813,742	7,784,131	(2,032,000)	336,565,873
Equipment	45,818,467	6,039,533	(666,000)	51,192,000
Structures and improvements	36,646,000	398,000	-	37,044,000
Total Utility Plant being depreciated	413,278,209	14,221,664	(2,698,000)	424,801,873
Less accumulated depreciation for:				
Transmission, distribution and collection systems	(172,759,242)	(10,164,182)	2,032,000	(180,891,424)
Equipment	(35,778,000)	(2,185,000)	666,000	(37,297,000)
Structures and improvements	(22,715,000)	(748,000)	-	(23,463,000)
Total accumulated depreciation	(231,252,242)	(13,097,182)	2,698,000	(241,651,424)
Total Utility Plant, being depreciated, net	182,025,967	1,124,482	-	183,150,449
Total Utility Plant, net	$ 216,839,985	$ 13,852,898	$ (14,949,000)	$ 215,743,883

Construction work in progress at September 30, 2016 consists principally of expansions and upgrades to the electric transmission and distribution system, water supply and distribution system, wastewater collection system, and gas distribution system. FPUA capitalizes interest costs on funds borrowed to finance the construction of the utility plant in conformity with the Governmental Accounting Standards Board Statement No. 62 as applicable. Total interest costs for the year ended September 30, 2016, were $3,445,000 of which $181,000 was capitalized as plant utility construction costs.

The **FPUA** has entered into contracts for the construction or expansion of various system assets as follows.

	Project Total	Expended to Date	Remaining Commitment	Required Further Financing
Water	$ 2,875,000	$ 2,018,000	$ 857,000	None
Wastewater	820,000	577,000	243,000	None
Gas	190,000	37,000	153,000	None
Electric	7,000	3,000	4,000	None
FPUAnet	5,000		5,000	
	$ 3,897,000	$ 2,635,000	$ 1,262,000	

NOTE H - CAPITAL ASSETS (CONTINUED)

In addition, the component unit has entered into unit price contracts for the construction and renovation of system assets. These contracts are not firm commitments, and the contractors are utilized as needed. As of September 30, 2016, there were no remaining unit price contract commitments for the construction and renovation of FPUA system assets.

NOTE I - EMPLOYEE RETIREMENT SYSTEMS

The City participates in two retirement and benefit plans. The General Employees' Retirement and Benefit System covers all primary government and component unit employees. The Municipal Police Officers' Retirement Trust Fund covers the City's police officers. The City and The Utilities Authority, a component unit, offer a Deferred Retirement Option Plan (DROP).

The General Employees' Retirement and Benefit System

Plan Description

The General Employees' Retirement and Benefit System (the System) is a cost-sharing multiple-employer PERS defined benefit plan administered by the City covering all municipal employees, including the Fort Pierce Utilities authority employees (FPUA). The System does not issue a stand-alone financial report but is included in the Pension Trust Fund of the City's financial statements. Participation in the Plan is compulsory for all full-time employees of the City, who are eligible upon employment.

Upon retirement, members are entitled to an annual retirement benefit, payable for life, of total service times 3.0% of final average salary, based upon the highest five consecutive years of the last ten years for General Employees and Utilities Authority.

Plan Changes effective for October 1, 2012

For members hired prior to October 1, 2012:

- Benefits vest 100% after five years of service.
- Overtime hours included in compensation are limited to 300 hours per year.
- Payments for unused sick/vacation time are limited to the September 30, 2012 balance.
- Maximum pension benefit paid is $100,000 per year.

For members hired after October 1, 2012:

- Benefits vest 100% after ten years of service.
- Overtime hours included in compensation are limited to 300 hours per year.
- Maximum pension benefit paid is the lesser of $100,000 or 75% of final five year average.

Police receive 3.0% of final average salary, based upon the highest five years out of the last ten years. (Optional benefit forms are available on an actuarial equivalent basis.) The system also provides death and disability benefits. These benefit provisions and all other requirements are established and may be amended by State Statute and City ordinance. Ad hoc increases in benefits may be granted periodically by a decision of the Retirement Board with the approval of the City Commission.

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Funding Policy

Per City Code Section 13-39 and 13-40, as amended by Ordinance K-121, the City and FPUA employees are required to contribute 5.16% and 6.16% respectively of their annual salary to the System whether or not they are subject to collective bargaining. The employer is required to contribute actuarially determined amounts which, together with member contributions, are sufficient to fund the System. Administrative costs are financed through investment earnings.

The System funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are designed to accumulate sufficient assets to pay benefits when due. The normal cost and actuarial accrued liability are determined using an attained age actuarial funding method. Unfunded actuarial accrued liabilities are being amortized at a level percent of payroll over periods of 1-30 years.

Membership

At September 30, 2016**,** the Plan's membership consisted of: (1) 499 retirees and beneficiaries currently receiving benefits and 42 terminated employees entitled to benefits but not yet receiving them; (2) 315 vested active employees; and (3) 217 non-vested active employees.

Benefits

The plan provides retirement, termination, disability, and death benefits to all full time employees.

Normal Retirement- Eligibility occurs at 25 years of service regardless of age, or at age 60 (55 for police officers) with 5 years of service. Retirees receive of 3% of final average salary times total service with a maximum of $100,000 per year.
Non-Duty Disability Retirement- Benefits occur after 5 years of service; computed as a normal retirement based upon service and final average salary at date of disability.
Duty Disability Retirement- No service requirement; computed as a normal retirement based upon service projected to the end of the duty disability period and final average salary at the time of disability.
Non-Duty Pre-Retirement Death Benefit- Benefits occur after 5 years of service; computed as a normal retirement but actuarially reduced in accordance with a 100% joint and survivor election.
Duty Pre-Retirement Death Benefit- No age of service requirement benefits begin upon termination of workers compensation; benefits paid at the same amount that was paid by workers' compensation to the spouse until death, or to unmarried children under 18 and dependents of parents.
Deferred Retirement Option Plan-Eligibility is based on normal retirement. The maximum participation period is 5 years, but not beyond 30 years of service. The benefit is calculated as normal retirement but based on service and final average salary at the date of the DROP election. Member contributions cease and monthly benefits accumulate in a self-directed DROP account and are payable upon termination of employment.

Contributions

For the Three years ended 2014, 2015 and 2016, employer contributions to the Plan, all made in accordance with actuarially determined requirements, were $4,356,127, $4,093,268 and $4,211,311 which was 16.51%, 15.66% and 15.43% respectively, of annual covered payroll.

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Contributions

The total payroll for employees covered by the System for the year ended September 30, 2016 was $27,295,114 which includes $12,588,492 for Fort Pierce Utilities Authority employees. One hundred percent of required contributions were actually made for 2014, 2015 and 2016.

Pension Liabilities, Pension Expense and Deferred Outflows and Inflows of Resources

At September 30, 2016, the City and Fort Pierce Utilities Authority reported their proportional share of the following:

	City	Component Unit FPUA
Net Pension Liability	8,187,611	6,655,065
Employer Allocation Percentage	55.16%	44.84%
Proportional Share of Plan Pension Expense	3,704,281	3,010,920

The City and FPUA reported proportional shares of deferred outflows of resources and deferred inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between Expected and Actual Experience	-	484,893
Net Difference between Projected and Actual Investment Earnings on PensionPlan Investments	6,628,033	2,253,989
Change of Assumptions	4,042,447	-
Changes in Proportion and Differences between Employer Contributions and Share of Contributions	117,006	117,006
Difference between Expected and Actual Experience	-	-
	10,787,486	2,855,888
Total Deferred Outflows of Resources-Primary Government	5,896,329	1,627,845
Total Deferred Outflows of Resources-Component Unit-FPUA	4,891,157	1,228,043
Total	10,787,486	2,855,888

Deferred outflows and inflows of resources by year to be recognized in future pension expenses:

Year Ending September 30	Net Deferred Outflows of Resources
2017	2,637,252
2018	2,637,252
2019	2,637,250
2020	19,844
2021	-
Thereafter	-
TOTAL	$ 7,931,598

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Pension Payable

At September 30, 2016, the City and FPUA reported payable's to the pension for their final payroll of the fiscal year of $172,312 (including member contributions of $44,201) for the City and $51,524 (including member contributions of $14,171) for FPUA.

Investments

Investments are reported at fair value and are managed by third party money managers. Investments that do not have established market values are reported at estimated fair market value.

Best estimates of real rates of return for each major asset class included in the plan's target asset allocation as of September 30, 2016 are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return	Allocation-weighted Long-term Expected Real Rate of Return
Large Cap Equity	33%	4.50%	1.49%
Small/Mid Cap Equity	15%	4.75%	0.71%
Global Ex-US Equity	15%	4.75%	0.71%
Domestic Fixed Income	27%	0.75%	0.20%
Real Estate	10%	3.50%	0.35%
	100%		3.46%

For the year ended September 30, 2016, the annual money-weighted rate of return, net of investment expenses was 9.86%.

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Actuarial Assumptions

The annual required contribution for the current year was determined as part of the September 30, 2016 actuarial valuation of the Plan. The following methods and assumptions were used to determine the contribution rates:

Valuation date	September 30, 2016
Actuarial cost method	Entry Age Normal
Amortization method	Level Percent of Payroll, closed
Remaining amortization period	1-30 years as of September 30, 2014
Asset valuation method	4-year smoothed market
Wage Inflation	4.5%
Salary increases	General & Utilities Authority; 4.5% to 8.7%, including inflation Police; 4.5% to 8.5%
Investment rate of return	8.00%
Long-term municipal bond rate	3.06%
Retirement Age	Age and service-based tables that are specific to the type of eligibility
Mortality	RP-2000 Combined Mortality Table for males and females. No margin for future mortality improvement are included in these tables.
Cost-of-living Adjustment	COLA's are granted if the investment return exceeds the investment return assumption and the cummulative actuarial gains and losses since 1995 are positive. Because the cummulative gains and losses are (30) million, the COLA provision is assumed to not operate for the indefinite future.

Discount Rate

A single discount rate of 8.00% is used to measure the total pension liability. This single rate was based on the expected rate of return on pension plan investments of 8.00%. The projection of cash flows used to determine this single discount rate assumes that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Sensitivity of Pension Liability

The following presents the City's proportional share of the plan's net pension liability, calculated using a single discount rate of 8.00%, as well as what the plan's net pension liability would be if it were calculated using a single discount rate that is one-percentage-point lower or one-percentage-point higher:

Sensitivity of the Net Pension Liability to the Single Discount Rate Assumption

1% Decrease 7.00%	Current Single Discount Rate Assumption 8.00%	1% Decrease 9.00%
$ 35,240,775	$ 14,842,678	$ (2,607,519)

Municipal Police Officers' Retirement Trust Fund

Plan Description

The Municipal Police Officers' Retirement Trust Fund (the Fund) is a single employer defined benefit plan administered by the City for the benefit of its police officers. The Fund is established under the provisions of Chapter 185 Florida Statutes. The Fund does not issue a stand-alone financial report, but is included in the Pension Trust Fund of the City's financial statements. Participation in the Plan is compulsory for all police officers of the City, who are eligible upon employment.

Police officers with ten or more years of continuous service with the police department are eligible for benefits. On April 15, 1985, the Fort Pierce City Commission approved an amendment to the benefit provisions of the Pension Trust. Prior to the amendment, all police officers who were eligible for benefits had the option to accept a lump sum in cash or the purchase of an annuity equal to the value of the lump sum payment at the date of retirement.

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

The amendment allows lump sum payments only to participants hired prior to December 17, 1984.

These benefit provisions and all other requirements are established and may be amended by State Statute and City Ordinance. Ad hoc increases in benefits may be granted periodically by a decision of the Police Retirement Board with approval by the City Commission.

Membership

As of September 30, 2016, Plan membership consisted of: (1) 36 retirees and beneficiaries currently receiving benefits and 2 terminated employees entitled to benefits but not yet receiving them; (2) 56 vested active employees; and (3) 45 non-vested active employees.

Funding Policy

Contribution requirements for the Plan are established and may be amended by State law and City ordinance. Contributions for the Plan are financed principally by contributions from the State of Florida, which are financed by a .85% excise tax on casualty insurance premiums on policies covering property within the corporate limits of City of Fort Pierce, as provided under provisions of Chapter 185, Florida Statutes. Current year contributions to the plan from the State of Florida were $302,837. The revenue and corresponding expense are recorded in the general fund. In accordance with City Code Section 13-169 each Plan member is required to make contributions of 7% of their salaries to the Plan. The funding policy for the Plan is actuarially determined in that an annual actuarial valuation is made to determine if State and employee contributions are sufficient to fund the Plan. The City is not required to contribute in any way to the Plan. Administrative costs are financed through investment earnings.

The actuarial valuation as of September 30, 2016 found anticipated revenues to be sufficient to fund the current year benefits provided by the Plan in accordance with the provisions of Chapter 185, Florida Statutes.

Benefits

The plan provides retirement, termination, disability, and death benefits to all full time police officers.

Normal Retirement- Benefits occur at age 55 with 10 years of service, or 25 years of service. Retirees receive the greater of 2% of final average salary times total service with a maximum of $1,000 per month, or 1% of final average salary times credited service up to 30 years.
Early Retirement-Benefits occur at age 45 with 10 years of service. Retirees receive 2% of final average salary times total service, with a maximum benefit of $1,000 per month. The pension is reduced by 3% for each complete year retirement age precedes 55.
Disability Retirement- Benefits occur after 10 years of service. A lump sum payment equal to the actuarial equivalent of pension benefit the member accrued as of the date of disability.
Pre-Retirement Death Benefit- Benefits occur after 10 years of service. A lump sum payment equal to the actuarial equivalent of pension benefits to which the deceased member would have been entitled at normal retirement age.

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Deferred Retirement Option Plan-Eligibility is based on normal retirement. The maximum participation period is 5 years, but not beyond 30 years of service. The monthly pension is calculated with normal retirement based on frozen years of service and final average salary at the time the member elects to participate in DROP.

Pension Liabilities, Pension Expense and Deferred Outflows and Inflows of Resources

At September 30, 2016, the City reported a liability of $941,518 for its share of the net pension liability. The net pension liability was measured at September 30, 2016 with an actuarial valuation date of September 30, 2016.

For the year ended September 30, 2016, the city recognized pension expense of $325,929. The City reported deferred outflows of resources and deferred inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between Expected and Actual Experience	-	173,799
Net Difference between Projected and Actual Investment Earnings on PensionPlan Investments	661,459	120,972
Change of Assumptions	-	-
Changes in Proportion and Differences between Employer Contributions and Share of Contributions	-	-
Difference between Expected and Actual Experience	-	-
Total Deferred Outflows of Resources	661,459	294,771

Deferred outflows and inflows of resources by year to be recognized in future pension expenses:

Year Ending September 30	Net Deferred Outflows of Resources
2017	159,819
2018	159,819
2019	159,820
2020	(60,667)
2021	(30,424)
Thereafter	(21,679)
TOTAL	$ 366,688

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Pension Payable

At September 30, 2016, the City reported a payable to the police pension related to employee contributions of $26,976 withheld from the City's final payroll of the fiscal year.

Investments

Investments are reported at fair value and are managed by third party money managers. Investments that do not have established market values are reported at estimated fair market value.

Best estimates of real rates of return for each major asset class included in the plan's target asset allocation as of September 30, 2016 are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return	Allocation-weighted Long-term Expected Real Rate of Return
Large Cap Equity	15%	10.20%	1.50%
Small/Mid Cap Equity	14%	10.70%	1.50%
Global Ex-US Equity	15%	6.10%	0.90%
Domestic Fixed Income	30%	6.20%	1.90%
MLP	6%	13.00%	0.80%
High Yield	6%	8.30%	0.50%
Convertible Bonds	8%	8.90%	0.70%
Real Estate	5%	9.60%	0.50%
Cash	1%	3.60%	0.00%
	100%		8.30%

For the year ended September 30, 2016, the annual money-weighted rate of return, net of investment expenses was 9.57%.

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Net Pension Liability and Plan Fiduciary Net Position

The components of the net pension liability and plan fiduciary net position of the City at September 30, 2016, were as follows:

Total Pension Liability:		
Service cost	$	498,450
Interest		952,685
Benefit change		-
Difference between actual & expected experience		
experience		(66,499)
Assumption changes		-
Benefit payments		(540,270)
Refunds		(293,992)
Net Change in Total Pension Liability		550,374
Total Pension Liability-Beginning		13,059,163
Total Pension Liability-Ending (a)	$	13,609,537
Plan Fiduciary Net Position:		
Contributions-employer	$	-
Contributions-employer (from state)		302,837
Contributions-Employee(Including buyback contributions)		471,774
Net investment income		1,000,576
Benefit payments		(540,270)
Refunds		(293,992)
Administrative expense		(36,110)
Other		-
Net Change in Plan Fiduciary Net Position		904,815
Plan Fiduciary Net Position-Beginning		11,763,204
Plan Fiduciary Net Position-Ending (b)	$	12,668,019
Net Pension Liability-Ending (a) - (b)		941,518

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Actuarial Assumptions

The annual required contribution for the current year was determined as part of the September 30, 2015 actuarial valuation of the Plan. The following methods and assumptions were used to determine the contribution rates:

Valuation date	September 30, 2015
Actuarial cost method	Entry Age Normal
Amortization method	Level Percent of Payroll, closed
Remaining amortization period	17 years
Asset valuation method	4-year smoothed market
Inflation rate	2.5%
Salary increases	3.5% to 6.5%
Investment rate of return	7.25%
Retirement Age	Experienced-based table of rates that are specific to the type of eligibility condition
Mortality	RP-2000 Combined Healthy Participant Mortality Table for males and females with mortality improvement projected to all future years after 2000 using Scale AA

Discount Rate

A single discount rate of 7.25% is used to measure the total pension liability. This single rate was based on the expected rate of return on pension plan investments of 7.25%. The projection of cash flows used to determine this single discount rate assumes that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Sensitivity of Pension Liability

The following presents the plan's net pension liability, calculated using a single discount rate of 7.25%, as well as what the plan's net pension liability would be if it were calculated using a single discount rate that is one-percentage-point lower or one-percentage-point higher:

Sensitivity of the Net Pension Liability to the Single Discount Rate Assumption

1% Decrease 6.25%	Current Single Discount Rate Assumption 7.25%	1% Decrease 6.25%
$ 2,762,046	$ 941,518	$ (572,490)

Currently an annual actuarial evaluation is performed for both Plans. The most recent actuarial valuations were performed for the year ended September 30, 2016. Other information regarding contributions and funding progress is included as supplementary information to this report.

The City accounts for both plans as pension trust funds; therefore, they are accounted for in substantially the same manner as proprietary funds with an economic resources measurement focus and the accrual basis of accounting. Plan member contributions, employer contributions and contributions from other entities are recognized in the period in which the contributions are due. Benefits and refunds are recognized when due and payable in accordance with terms of the plans. Plan assets are valued at fair market value for financial statement purposes.

The defined benefit plans do not issue stand-alone financial reports and are not included in any other retirement system's or entity's financial report. Financial statements for the individual pension plans are presented below since separate GAAP financial reports have not been issued for the individual plans.

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

City of Fort Pierce, Florida
COMBINING STATEMENT OF
FIDUCIARY FUNDS NET POSITION
September 30, 2016

	Pension Trusts		
	General Employees	Police Officers	Total
ASSETS			
Cash and cash equivalents	$ 921,449	$ 526,350	$ 1,447,799
Investments, at fair value:			
U.S. Government Securities	15,586,770	1,667,330	17,254,100
Mutual Funds	99,752,022	4,195,887	103,947,909
Common Stock	13,788,126	3,512,871	17,300,997
Corporate Bonds	29,855,487	1,244,983	31,100,470
Real Estate Trust L.P.	20,372,890	-	20,372,890
Common Trust Fund	-	1,290,389	1,290,389
Money Market	2,251,367	193,445	2,444,812
Total investments	181,606,662	12,104,905	193,711,567
Total cash and investments	182,528,111	12,631,255	195,159,366
Accounts receivable	223,836	26,976	250,812
Prepaid Taxes	105,710	-	105,710
Accrued interest receivable	399,745	16,237	415,982
Total assets	$ 183,257,402	$ 12,674,468	$ 195,931,870
LIABILITIES			
Accounts payable and accrued liabilities	$ 51,386	$ 5,446	$ 56,832
NET POSITION-RESTRICTED FOR PENSION BENEFITS	$ 183,206,016	$ 12,669,022	$ 195,875,038

NOTE I - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

City of Fort Pierce, Florida
COMBINING STATEMENT OF CHANGES
IN FIDUCIARY FUNDS NET POSITION
Year ended September 30, 2016

	Pension Trusts		
	General Employees	Police Officers	Total
ADDITIONS			
Contributions			
Employer	$ 4,211,312	$ -	$ 4,211,312
Employees	1,533,509	471,774	2,005,283
State-via the general fund	-	302,837	302,837
Total contributions	5,744,821	774,611	6,519,432
Investment income			
Interest	2,241,701	94,310	2,336,011
Dividends	1,107,416	483,985	1,591,401
Net appreciation (depreciation) in fair value of investments	13,770,075	501,156	14,271,231
Total investment income	17,119,192	1,079,451	18,198,643
Investment expenses	(697,097)	(109,440)	(806,537)
Net investment income	16,422,095	970,011	17,392,106
Total increases	22,166,916	1,744,622	23,911,538
DEDUCTIONS			
Retirement benefits paid	12,884,323	505,536	13,389,859
Refunds of employee contributions	492,348	293,992	786,340
Administrative expenses	198,629	5,545	204,174
Insurance expense	19,406	-	19,406
Total deductions	13,594,706	805,073	14,399,779
Net Increase	8,572,210	939,549	9,511,759
NET POSITION-RESTRICTED FOR PENSION BENEFITS			
Beginning of year	174,633,806	11,729,473	186,363,279
End of year	$ 183,206,016	$ 12,669,022	$ 195,875,038

NOTE J - DEFERRED COMPENSATION PLAN

The primary government (the City) and the component unit (the Authority) offer employees a deferred compensation Plan created in accordance with Internal Revenue Code Section 457. The Plan, available to all employees, permits them to defer a portion of their salary until future years. The deferred compensation assets are not available to employees until termination, retirement, death, or unforeseeable emergency.

During the year ended September 30, 1997, the assets in the plan were transferred into trust funds. The assets are protected by the trust agreement from any claims on the employer and from any use by the employer other than paying benefits to employees and their beneficiaries in accordance with the plan. In accordance with GASB Statement No. 32, the plan's assets and related liability were removed from the City and the Authority balance sheets as of September 30, 1997.

NOTE K – LOANS AND BONDS PAYABLE

Bond and note obligations of the **primary government** as of September 30, 2016 are as follows:

	Business-type Activities	**Government Activities**
$23,190,000 Capital Improvement Revenue Refunding Bonds, Series 2008A and B, payable from Non-Ad Valorem Revenues appropriated in the City's annual budget, with interest ranging from 4.75% to 5.0%, payable semi-annually and sinking fund installments ranging from $1,015,000 to $1,065,000 through September 1, 2018. Proceeds used to refund the 2007 Sunshine State Governmental Financing Commission Non-taxable Revenue Note. Current portion of new bond is $1,015,000.	-	2,080,000
$6,825,000 Capital Improvement Revenue Refunding Bonds, Series 2010A, payable from Non-Ad Valorem Revenues appropriated in the City's annual budget, 5% interest payable semi-annually and annual sinking fund installments ranging from 480,000 to 780,000 beginning in 2020 through September 1, 2030. Proceeds used to defease the 1998 and 2001 Capital Improvement bonds. Current portion of bond is 0.	1,846,857	4,978,143

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

	Business-type Activities	Government Activities
$2,935,000 Taxable Capital Improvement Revenue Refunding Bonds, Series 2010B, payable from Non-Ad Valorem Revenues appropriated in the City's annual budget, 5.344% interest payable semi-annually and annual sinking fund installments ranging from 305,000 to 400,000 beginning in 2014 through September 1, 2022. Proceeds used to partially refund the Taxable Capital Improvement Revenue Refunding Bonds, Series 2008. Current portion of bond is 305,000.	-	2,110,000
$3,395,000 Section 108 Loan Payable, variable interest only monthly to 2012, annual principal payments beginning in 2012 ranging from 282,000 to 283,000 to 2024, payable from proceeds of a note receivable secured by a shopping center with a pledge of the City's Community Development Block Grant revenues Current portion of note is $283,000.	-	2,263,000
$6,079,229 Capital Improvement Revenue Note, Series 2014, payable from Non-Ad Valorem Revenues appropriated in the City's annual budget, 3.055% interest payable semi-annually and annual principal payments ranging from 309,765 to 535,541 beginning in 2014 through December 1, 2028. Proceeds used to purchase energy conservation equipment. Current portion of note is 309,765.	-	5,470,226
$3,920,771 Capital Improvement Revenue Note, Series 2014A, payable from net marina revenues and the half-cent sales tax, 3.19% interest payable semi-annually and annual principal payments ranging from 236,990 to 346,491 beginning in 2016 through December 1, 2029. Proceeds used for construction costs related to the city owned marina. Current portion of note is 236,990.	3,751,476	-

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

	Business-type Activities	Government Activities
$13,745,000 Stormwater Utility System Revenue Refunding Note, Series 2016, payable from and secured by a first lien and pledge upon the Stormwater revenues, interest at 2.90% payable semi-annually and sinking fund installments ranging from $740,000 to $1,095,000 through October 1, 2030. Proceeds used to currently refund the 2002 and 2006 Stormwater Utility Revenue Bonds. Current portion is $950,000.	13,745,000	-
$28,315,000 Capital Improvement Revenue Refunding Note, Series 2015, payable from Non-Ad Valorem Revenues appropriated in the City's annual budget, 3.26% interest payable semi-annually and annual sinking fund installments ranging from 440,000 to 2,345,000 through September 1, 2032. Proceeds used to defease the 2004 and a portion of the 2008 Capital Improvement bonds. Current portion of bond is 440,000.	-	27,785,000
$20,000,000 Fort Pierce Redevelopment Revenue Refunding Notes, Series 2015A, payable from and secured by a first lien and pledge upon tax increment revenues, with interest at 3.2%, payable semi-annually and sinking fund installments ranging from $1,010,000 to $1,615,000 through May 1, 2031. Proceeds will be used to refund the Fort Pierce Redevelopment Bonds, Series 2005 and 2006. Current portion is $1,010,000.	-	19,105,000
$11,055,000 Fort Pierce Redevelopment Revenue Refunding Notes, Series 2015B, payable from and secured by a first lien and pledge upon tax increment revenues, with interest at 3.2%, payable semi-annually and sinking fund installments ranging from $555,000 to $905,000 through May 1, 2031. Proceeds used to refund the Fort Pierce Redevelopment Bonds, Series 2005 and 2006. Current portion is $555,000.	-	10,505,000
	19,343,333	74,296,369
Less: current portion payable from restricted assets	(1,186,990)	(3,917,765)
Unamortized items	(39,017)	285,771
	$ 18,117,326	$ 70,664,375

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

Requirements to pay principal and interest on the **primary government's** obligations in each of the years/periods ending September 30, is as follows

Governmental Activities:

	Principal	Interest	Total
2017	$ 3,917,765	2,495,100	$ 6,412,865
2018	4,068,347	2,343,537	6,411,884
2019	4,184,892	2,185,053	6,369,945
2020	4,673,827	2,051,457	6,725,284
2021	4,845,384	1,895,328	6,740,712
2022-2026	24,426,784	7,106,452	31,533,236
2027-2031	25,834,370	2,925,093	28,759,463
2032-2036	2,345,000	76,447	2,421,447
	$ 74,296,369	$ 21,078,467	$ 95,374,836

Business-Type Activities:

	Principal	Interest	Total
2017	$ 1,186,990	581,132	$ 1,768,122
2018	1,069,619	549,586	1,619,205
2019	1,107,486	516,925	1,624,411
2020	1,265,494	483,431	1,748,925
2021	1,305,639	442,459	1,748,098
2022-2026	7,168,229	1,549,931	8,718,160
2027-2031	6,239,876	388,939	6,628,815
	$ 19,343,333	$ 4,512,403	$ 23,855,736

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

Long-term liability activity of the **primary government** for the year ended September 30, 2016 was as follows:

	Beginning Balance 10/1/2015	Additions	Reductions	Ending Balance 9/30/2016	Amounts Due within One Year	Amounts Due after One Year
Governmental Activities:						
Notes and bonds payable:						
Revenue notes	$ 5,760,334	$ 59,370,000	$ 2,265,108	$ 62,865,226	$ 2,314,765	$ 60,550,461
Revenue bonds	65,443,143	-	56,275,000	9,168,143	1,320,000	7,848,143
Unamortized items	95,128	219,495	28,852	285,771	-	285,771
	71,298,605	59,589,495	58,568,960	72,319,140	3,634,765	68,684,375
Section 108 Loan	2,546,000	-	283,000	2,263,000	283,000	1,980,000
	73,844,605	59,589,495	58,851,960	74,582,140	3,917,765	70,664,375
Other Liabilities:						
Other post employment benefits	821,827	33,568	-	855,395	-	855,395
Net Pension Liability	7,650,389	209,715	-	7,860,104	-	7,860,104
Compensated absences	2,898,182	1,213,377	1,175,371	2,936,188	92,832	2,843,356
Total governmental activities	$ 85,215,003	$ 61,046,155	$ 60,027,331	$ 86,233,827	$ 4,010,597	$ 82,223,230
Business-type Activities:						
Notes and bonds payable:						
Revenue notes	$ 3,980,514	$ 13,745,000	$ 229,038	$ 17,496,476	$ 1,186,990	$ 16,309,486
Revenue bonds	15,781,857	-	13,935,000	1,846,857	-	1,846,857
Unamortized items	(43,274)	-	(4,257)	(39,017)	-	(39,017)
	19,719,097	13,745,000	14,159,781	19,304,316	1,186,990	18,117,326
Other Liabilities:						
Other post employment benefits	146,155	6,656	-	152,811	-	152,811
Net Pension Liability	1,361,999	-	92,973	1,269,026	-	1,269,026
Compensated absences	631,500	264,388	319,259	576,629	49,360	527,269
Total business activities	$ 21,858,751	$ 14,016,044	$ 14,572,013	$ 21,302,782	$ 1,236,350	$ 20,066,432

Compensated absences	Beginning Balance 10/1/2015	Additions	Reductions	Ending Balance 9/30/2016
Governmental Activities:				
General Fund	$ 2,889,581	$ 1,209,776	$ 1,174,112	$ 2,925,245
Community Development Block Grant	8,601	3,601	1,259	10,943
	$ 2,898,182	$ 1,213,377	$ 1,175,371	$ 2,936,188

The compensated absence liability and net other postemployment obligation attributed to governmental activities are being liquidated in the General Fund, and Community Development Block Grant.

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

Capital Improvement Revenue Refunding Bonds, Series 2008A and 2008 B

The Series 2008 Bonds were issued pursuant to Chapter 166, Part II, Florida Statutes, The City Charter, Chapter 159, Part VII, Florida Statutes, and Resolution No. 08-30 as supplemented for the purpose of (i) refinancing the Sunshine State Governmental Financing Commission Revenue Notes including accrued interest (ii) financing the costs of issuance of the Series 2008 Bonds including the municipal bond insurance premium and reserve policy premium. The resolution provides for the creation and establishment of the following funds:

1. Reserve Fund – For deposit of an amount equal to the reserve requirement to be used only for the purpose of the payment of amortization installments, principal of, or interest on the outstanding bonds when the other monies are insufficient therefore, and for no other purpose. The "reserve account requirement" is defined as the lesser of (i) the maximum debt service requirement, (ii) 125% of the average annual debt service requirement, or (iii) 10% of the proceeds of the Series 2008 Bonds. As provided for in the resolution, the City elected to provide for the maximum reserve by purchasing a surety bond through Assured Guaranty Corp.

The Series 2008 Bonds and interest thereon are payable from amounts the City has covenanted and agreed to appropriate in its annual budget by amendment if necessary, from non-ad valorem funds sufficient to pay principal of, redemption price, if any, and interest on the Series 2008 Bonds when due. Since the proceeds of the Series 2008 Bonds were used to refinance Notes for community redevelopment projects, the Fort Pierce Redevelopment Agency has an obligation to repay the Series 2008 Notes.

Capital Improvement Revenue Refunding Bonds, Series 2010A and 2010B

The Series 2010 Bonds were issued pursuant to Chapter 166, Part II, Florida Statutes, The City Charter, Chapter 159, Part VII, Florida Statutes, and Resolution No. 10-34 as supplemented for the purpose of (i) refunding all of the City's outstanding Capital Improvement Revenue Bonds, Series 1998, all of the City's outstanding Capital Improvement Revenue Refunding Bonds, Series 2001 and a portion of the City's outstanding Taxable Capital Improvement Revenue Refunding Bonds, Series 2008B (ii) financing the costs of issuance of the Series 2010 Bonds including the municipal bond insurance premium and reserve policy premium. The resolution provides for the creation and establishment of the following funds:

1. Reserve Fund – For deposit of an amount equal to the reserve requirement to be used only for the purpose of the payment of amortization installments, principal of, or interest on the outstanding bonds when the other monies are insufficient therefore, and for no other purpose. The "reserve account requirement" is defined as the lesser of (i) the maximum debt service requirement, (ii) 125% of the average annual debt service requirement, or (iii) 10% of the proceeds of the Series 2010 Bonds. As provided for in the resolution, the City elected to provide for the maximum reserve by purchasing a surety bond through Assured Guaranty municipal Corp.

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

The Series 2010 Bonds and interest thereon are payable from amounts the City has covenanted and agreed to appropriate in its annual budget by amendment if necessary, from non-ad valorem funds sufficient to pay principal of, redemption price, if any, and interest on the Series 2010 Bonds when due.

Section 108 Note Payable

The City entered into a Loan Guarantee Assistance Contract with the Secretary of Housing and Urban Development in 2009, for the construction of a shopping center by a developer. The City then executed a mortgage receivable with the developer to ensure repayment of the debt. The Note Payable requires quarterly interest payments at .2% above LIBOR. Annual principal payments begin in 2013 and continue to 2023. The loan is secured by future Community Development Block Grant funds in the event that the developer defaults.

Capital Improvement Revenue Note, Series 2014

The Series 2014 Notes were issued for the purpose of: (i) financing the City's cost of acquiring and installing energy efficient conservation equipment under a guaranteed energy, water and wastewater performance contract (ii) finance the costs of issuance of the Series 2014 notes.

The Series 2014 Notes and interest thereon are payable from amounts the City has covenanted and agreed to appropriate in its annual budget by amendment if necessary, from non-ad valorem funds sufficient to pay principal of and interest on the Series 2014 Notes when due.

Capital Improvement Revenue Note, Series 2014A and 2014B

The Series 2014 Notes were issued for the purpose of: (i) financing the construction of improvements and rehabilitation of the city owned and operated marina (ii) finance the costs of issuance of the Series 2014 notes.

The Series 2014 Notes and interest thereon are payable from net marina revenues and the half-cent sales tax.

Stormwater Revenue Refunding Note, Series 2016

The Series 2016 Notes were issued for the purpose of: (i) refunding the Stormwater Utility System Revenue Bonds Series 2002 and 2006 (ii) finance the costs of issuance of the Series 2016 notes.

The Series 2016 Notes and interest thereon are payable from Stormwater Revenues.

Capital Improvement Revenue Refunding Note, Series 2015

The Series 2015 Notes were issued for the purpose of: (i) currently refunding the Capital Improvement Revenue Bonds Series 2004 and advance refund the Capital Improvement Revenue Bonds Series 2008A (ii) finance the costs of issuance of the Series 2015 notes.

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

The Series 2015 Notes and interest thereon are payable from amounts the City has covenanted and agreed to appropriate in its annual budget by amendment if necessary, from non-ad valorem funds sufficient to pay principal of and interest on the Series 2015 Notes when due.

Redevelopment Revenue Refunding Note, Series 2015A and B

The Series 2015 Notes were issued for the purpose of: (i) currently refunding the Capital Improvement Revenue Bonds Series 2004 and advance refund the Capital Improvement Revenue Bonds Series 2008A (ii) finance the costs of issuance of the Series 2015 notes.

The Series 2015 Notes and interest thereon are payable from and secured by a first lien and pledge upon the Tax Increment Revenues.

Defeasance of Revenue Bonds Payable

Capital Improvement Revenue Refunding Note, Series 2015

On October 2, 2015 the city refunded and defeased on a current basis the Series 2004 Capital Improvement Revenue Bonds maturing on December 1, 2015 through December 1, 2034 amounting to $2,615,000. The City used proceeds of $2,700,000 from Series 2015 Capital Improvement Revenue Refunding Notes to currently defease the Series 2004 Bonds and pay certain costs incurred in connection with issuing the bonds.

The transactions resulted in a decrease of $565,783 in future debt service payments. The economic gain (difference between the present value of the net debt service payments of the refunded and refunding debt) was $524,969. The economic gain (difference between the present value of the net debt service payments of the refunded and refunding debt) was $524,969. The City refunded the issue to reduce debt service costs over the term of the loan.

On October 2, 2015 the city advance refunded and defeased a portion of the Series 2008 Capital Improvement Revenue Refunding Notes maturing on September 1, 2019 through September 1, 2032 amounting to $22,209,000. The City deposited proceeds of $25,396,769 from Series 2010A Capital Improvement Revenue Refunding Bonds in an irrevocable trust account and invested in direct obligations of the United States of America to allow for future payments of principal and interest until the redemption date of September 1, 2032 at a redemption price of 100%.

The difference in the cash flows of the old debt service compared to the new issue was a positive $2,500,517. The economic gain (difference between the present value of the net debt service payments of the refunded and refunding debt) was $1,779,087. The City refunded the issue to reduce debt service costs over the term of the loan.

Redevelopment Revenue Refunding Notes, Series 2015A and Series 2015B

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

On November 2, 2015 the city advance refunded and defeased the Series 2006 Redevelopment Revenue Bonds maturing on May 1, 2016 through May 1, 2031 amounting to $15,545,000. The City deposited proceeds of $15,913,783 from Series 2015 Redevelopment Revenue Refunding Notes in an irrevocable trust account and invested in direct obligations of the United States of America to allow for future payments of principal and interest until the redemption date of May 1, 2031 at a redemption price of 100%.

The difference in the cash flows of the old debt service compared to the new issue was a positive $1,742,076. The economic gain (difference between the present value of the net debt service payments of the refunded and refunding debt) was $1,591,392. The City refunded the issue to extend the life of the debt and reduce debt service costs over the next few years.

On November 2, 2015 the city refunded and defeased on a current basis the Series 2005 Redevelopment Revenue and Refunding Bonds maturing on May 1, 2016 through May 1, 2030 amounting to $14,785,000. The City used proceeds of $14,839,543 from the Series 2015 Redevelopment Revenue Refunding Notes to currently defease the Series 2005 Bonds and pay certain costs incurred in connection with issuing the bonds.

The transactions resulted in a decrease of $1,536,911 in future debt service payments. The economic gain (difference between the present value of the net debt service payments of the refunded and refunding debt) was $1,012,323. The City refunded the issue to reduce debt service costs over the term of the loan.

Stormwater Revenue Refunding Note, Series 2016

On February 1, 2016 the city refunded and defeased on a current basis the Series 2006 Stormwater Utility System Revenue Bonds maturing on October 1, 2016 through October 1, 2027 amounting to $3,525,000. The City used proceeds of $3,497,187 from the Series 2016 Stormwater Revenue Refunding Notes to currently defease the Series 2002 Bonds and pay certain costs incurred in connection with issuing the bonds.

The transactions resulted in a decrease of $378,053 in future debt service payments. The economic gain (difference between the present value of the net debt service payments of the refunded and refunding debt) was $299,033. The City refunded the issue to reduce debt service costs over the term of the loan.

On February 1, 2016 the city refunded and defeased on a current basis the Series 2002 Stormwater Utility System Revenue Bonds maturing on October 1, 2016 through October 1, 2030 amounting to $9,745,000. The City used proceeds of $9,737,907 from the Series 2016 Stormwater Revenue Refunding Notes to currently defease the Series 2006 Bonds and pay certain costs incurred in connection with issuing the bonds.

The transactions resulted in a decrease of $1,094,559 in future debt service payments. The economic gain (difference between the present value of the net debt service payments of the refunded and refunding debt) was $905,763. The City refunded the issue to reduce debt service costs over the term of the loan.

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

In prior years, the city defeased certain outstanding Redevelopment Revenue Bonds payable from tax increment revenues. The city also defeased certain Sunshine Governmental Financing Commission Revenue Notes payable from Non-Ad Valorem Revenues appropriated in the City's annual budget. For each issue, the City deposited proceeds of the refunding bonds in an irrevocable trust account to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and liabilities for the defeased bonds are not included in the City's financial statements.

At September 30, 2016 the following bonds are considered defeased:

Bond Issue	Beginning Balance 10-1-2015	Additions	Retirement	Ending Balance 9-30-2016
Capital Improvement Bonds, Series 2001	$ 615,000	$ -	$ 90,000	$ 525,000
Redevelopment Revenue Bonds, Series 2003	5,000,000		535,000	4,465,000
Capital Improvement Bonds, Series 2008	-	22,090,000	-	22,090,000
Redevelopment Revenue Bonds, Series 2006	-	15,545,000	630,000	14,915,000
	$ 5,615,000	$ 37,635,000	$ 1,255,000	$ 41,995,000

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

Component Unit

Bond obligations of the FPUA (a component unit) as of September 30, 2016 are as follows:

	Business-type Activities
$10,223,254 Utilities Revenue Capital Appreciation Bonds, Series 1999B, collateralized by pledge of and first lien on the net revenues of the combined systems, yeild varying from 5.70% to 5.90%. The accreted value at September 30, 2016 is $25,719,000. The bonds mature October 1, 2016, through October 1, 2024, with principal amounts totaling $34,970,000 due in those years in annual amounts ranging from $275,000 to $4,340,000.	27,245,000
$9,545,000 Utilities Revenue Bonds, Series 2016, collateralized by pledge of and first lien on the net revenues of the combined systems, interest at 2.14%. The bonds mature October 1, 2016, through October 1, 2028, with principal amounts ranging from $172,000 to $3,451,000.	9,545,000
$34,800,000 Utilities Refunding Revenue Bonds, Series 2009, collateralized by pledge of and first lien on the net revenues of the combined systems, interest varying from 3.9% to 5.00% on the remaining annual principal amounts renging from $1,210,000 to $7,285,000 through October 1, 2029.	34,800,000
$20,896,000 Taxable Utilities Refunding Revenue Bond, Series 2012, collateralized by a pledge of and a first lien on the net revenues of the combined systems,interest at of 1.34% on the remaining principal amount of $6,920,000 maturing on October 1, 2016.	6,920,000
	78,510,000
Less: Unamortized portion of bond premium and discounts	58,000
Unamortized deferred bond loss	-
Current portion payable from restricted assets	7,367,000
	$ 71,085,000

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

Long-term liability activity of the **FPUA** (a component unit) for the year ended September 30, 2016 was as follows:

	Beginning Balance 10/1/2015	Additions	Reductions	Ending Balance 9/30/2016	Amounts Due within One Year
Loans and revenue bonds	$ 84,207,000	$ 18,541,000	$ (24,107,000)	$ 78,641,000	$ 7,367,000
Deferred Amounts	(230,000)	(161,000)	333,000	(58,000)	-
Net Pension Liability	5,528,000	1,127,000	-	6,655,000	
Capital Leases	80,000		(31,000)	49,000	38,000
Other Liabilities:					
Compensated absences	1,762,000	1,442,000	(1,402,000)	1,802,000	24,000
Other Post Employment Benefits	681,000	61,000	(31,000)	711,000	
Pollution Remediation	797,000	-	(776,000)	21,000	21,000
Total	$ 92,825,000	$ 21,010,000	$ (26,014,000)	$ 87,821,000	$ 7,450,000

Requirements to pay principal and interest on the **FPUA** (a component unit) obligations in each of the years/periods ending September 30, 2016 are as follows

	Principal	Interest	Total
2017	$ 7,367,000	1,816,000	$ 9,183,000
2018	5,840,000	1,762,000	7,602,000
2019	5,897,000	1,706,000	7,603,000
2020	5,953,000	1,645,000	7,598,000
2021	6,015,000	1,584,000	7,599,000
2022-2026	18,424,000	4,345,000	22,769,000
2027-2031	19,224,000	3,225,000	22,449,000
2032-2036	17,515,000	1,052,000	18,567,000
	86,235,000	17,135,000	103,370,000
Future accretion on capital appreciation bonds	(7,725,000)	7,725,000	-
	$ 78,510,000	$ 24,860,000	$ 103,370,000

NOTE K – LOANS AND BONDS PAYABLE (CONTINUED)

Other Requirements

The Series 1999, 2002, 2009, 2012, and 2016 bond issues provide that the Authority accumulate monthly 1/6 of the amount of all interest becoming due on the next semi-annual interest payment date, and 1/12 of the amount of principal which will become due and payable on the next principal maturity date. Additionally, FPUA's Master Bond Resolution requires renewal and replacement, emergency reserve, and debt service reserve subaccount funds with minimum requirements of $500,000, $900,000 and $5,457,000, respectively. These reserves are funded in the amounts of $500,000, $900,000, and $5,457,000, respectively, at September 30, 2016.

The 2002 Bonds maturing in the year 2027 are redeemable, prior to their stated dates of maturity, at the option of the Authority beginning April 1, 2012 at par plus accrued interest to the redemption date. On March 4, 2016, FPUA issued Utilities Refunding Revenue Bond, Series 2016, in the amount of $9,545,000 at a rate of 2.14%, in accordance with the above provision. These Utilities Refunding Bonds carry a deferred amount of $161,000 at issue date and mature on October 1, 2026. The bond series presents a reduction in interest costs of approximately $2,466,000 over the life of the bonds. These bonds are redeemable at any time at the option of FPUA. Any full or partial prepayment will carry a fee equal to the greater of (i) 1% of the principal balance multiplied by the number of years remaining or (ii) a "yield maintenance Fee".

Other Requirements

The 2003 Bonds maturing on or after October 1, 2014 are redeemable prior to their stated date of maturity, at the option of the Authority, beginning October 1, 2013 at par. On November 14, 2012, the Authority issued Taxable Utilities Refunding Revenue Bonds, Series 2012, in the amount of $20,896,000, in order to provide funds for the redemption of $19,940,000 of the 2003 bonds, in accordance with the above provisions.

The Series 2009 Bonds maturing in the year 2029 with an interest rate of 4.70% are redeemable, prior to their stated date of maturity, at the option of the Authority, on or after October 1, 2014. The Series 2009 Bonds maturing on or after October 1, 2020 (excluding those maturing in the year 2029 with an interest rate of 4.7%) are redeemable, prior to their stated date of maturity, at the option of the Authority, on or after October 1, 2019 at par plus accrued interest to the redemption date.

In prior years, the Utilities Authority defeased certain outstanding utilities revenue bonds issued for the systems payable out of revenues derived from the operation of the utility systems. These defeasances were achieved by placing the proceeds of refunding bonds in irrevocable trusts to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liabilities (including bond discounts and finance costs) for the defeased bonds are not included in the component unit's financial statements. At September 30, 2016, Utilities Revenue Bonds Series 1991, in the amount of $7,500,000, are considered defeased.

NOTE L - INTERFUND ADVANCES, RECEIVABLES, PAYABLES, AND TRANSFERS

Advances

During the year ending September 30, 2015, the Section 108 Debt Service fund advanced approximately $1,090,000 to the Marina Fund to aid in the construction of new docks. Terms of the loan require 96 monthly payments of $12,903, including interest at 3%. At September 30, 2016, the long-term portion of the advance was $934,478.

During the year ending September 30, 2016, the Section 108 Debt Service fund advanced approximately $1,400,000 to the General Fund to aid in the construction of infrastructure improvements. Terms of the loan require 96 monthly payments of $16,421, including interest at 3%. At September 30, 2016, the long-term portion of the advance was $1,242,911.

The composition of interfund balances as of and for the year ended September 30, 2016, is as follows:

Receivable Fund	Payable Fund	Amount
General	Nonmajor	$ 162,472
General	Community Redevelopment Agency	16,857
General	Solid Waste	608,667
General	Marina	18,365
General	Stormwater	189,282
General	Golf Course	27,612
General	Building Fund	7,524
General	Sunrise Theatre	2,500
		$ 1,033,279

Due to/Due from other funds:

Amounts due to the General Fund include general and administrative charges and various reimbursements.

Due to the primary government and from the component units:

Receivable Entity	Payable Entity	Amount
General fund	FPUA	$ 259,256
Community Redevelopment Agency	FPUA	120,216
Solid waste fund	FPUA	666,905
Building Fund	FPUA	237
		$ 1,046,614

NOTE L - INTERFUND ADVANCES, RECEIVABLES, PAYABLES, AND TRANSFERS (CONTINUED)

Inter-fund transfers:

	General	Community Redev. Agency	Golf Course	Sunrise Theatre	Nonmajor Funds	Total	
Transfers out:							
General	$ -	$ 1,451,422	$ 229,290	$ -	$ 3,561,439	$ 5,242,151	
Community Redev. Agency	2,637,095	-	-	450,000	2,412,879	5,499,974	
Solid Waste	345,000	-	-	-	-	345,000	*
Marina	150,000	-	-	-	-	150,000	
Golf Course	28,000	-	-	-	-	28,000	
Nonmajor	7,572	5,929	-	-	226,675	240,176	
	$ 3,167,667	$ 1,457,351	$ 229,290	$ 450,000	$ 6,200,993	$ 11,505,301	

* Solid Waste Fund transferred $ 132,625 of capital assets to the general fund during the current year and accordingly, net transfers in the governmental funds do not equal net transfers in the enterprise funds

Transfers into the Nonmajor funds were for debt service payments made from the various debt service funds. The transfer into the Sunrise Theatre from the Community Redevelopment Agency special revenue fund was to provide support for operations. The General Fund received a transfer from the Community Redevelopment Agency Fund to subsidize projects in the redevelopment district. The General Fund also received an annual transfer from the Solid Waste Fund, Marina Fund, and Golf Course. The Community Redevelopment Agency Fund received a transfer from the General Fund for assistance with debt service. The Golf Course received a transfer from the General Fund to support operations.

NOTE M - TRANSACTIONS WITH COMPONENT UNITS

Fort Pierce Utilities Authority (a discretely presented component unit)

Transactions occur throughout the year in the ordinary course of operations between the City and the Fort Pierce Utilities Authority (FPUA) (a proprietary fund and component unit of the City). A summary of significant transactions follows:

Vehicle Maintenance - The City charges the FPUA, on a monthly basis, for fuel used by FPUA vehicles.

Non-metered and Metered Service Charges - The FPUA bills the City, on a monthly basis, for all nonmetered and metered services.

Charges to City residents for sanitation and utility taxes are included on the FPUA's monthly billing statements to customers as a service to the City. The FPUA acts only as an agent with all cash collections relating to the charges forwarded directly to the City. The City is charged $187,200 annually by the FPUA for performance of these services.

NOTE M - TRANSACTIONS WITH COMPONENT UNITS(CONTINUED)

Total charges to the City for nonmetered and metered services for the year ended September 30, 2016 were approximately $1,600,000. Total disbursements made to the City by the FPUA, including payments of utility tax and sanitation charges collected during year ended September 30, 2016, were approximately $9,021,000. Amounts receivable from the FPUA at September 30, 2016 were $207,000.

The Fort Pierce City Charter, Article X, Section 140 (as amended by referendum on October 4, 1995), provides that each year the Utility Authority shall pay to the City of Fort Pierce a sum equal to six percent of gross revenues derived from the operation of the utilities for the preceding fiscal year. The city commission, by majority vote, may agree to accept a lesser percentage. For purposes of this section the Charter defines gross revenues as all income derived from retail sales of electricity, gas, and wastewater disposal; wholesale and retail sales of water; gains on sales of assets, interest, rents, royalties, dividends, and management fees. Where a power cost adjustment or purchase gas adjustment is utilized, gross income shall mean the amount billed based upon the applicable rate without a debit or credit for the cost adjustment. For the year ended September 30, 2016, the amount transferred to the General Fund under this provision was $5,809,000.

The City entered into an agreement with the Utility Authority to receive an advance on future distributions of revenue. The City received $1,250,000 during the year ending September 30, 2014. The City repaid the advance in December 2016 including accrued interest.

NOTE N - RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City's risk management program mainly encompasses obtaining property and liability insurance through commercial insurance carriers. During the year ended September 30, 2016, the City paid premiums of approximately $1,503,000 to commercial insurance carriers for provisions of various liability, property, casualty and workers compensation insurance. The City has various deductible amounts ranging from $500 to $25,000 on various policies. At year-end, the City did not have any significant claims. There were no significant changes in coverage retention, or limits during the fiscal year. The General Fund handles property claims for the City and absorbs the loss for any amounts below the deductible amounts.

The City contracted with Blue Cross and Blue Shield of Florida for health insurance for its employees, effective June 1, 2008. Prior to June 1, 2008, the City was a self-insurer for the health and accident claims of its employees. The City closed the Internal Service Fund as of September 30, 2009 and accordingly, no current claims liability is reported.

The City adopted the provisions of GASB No. 49, *Accounting and Reporting for Pollution Remediation Obligations,* in the fiscal year ending September 30, 2011. Fort Pierce Utilities Authority transferred property to the Fort Pierce Redevelopment Agency, for which there is a dual responsibility for post remediation monitoring. The estimated cost related to the cleanup is discussed in Note W.

NOTE O - POST-EMPLOYMENT HEALTH CARE BENEFITS

In addition to providing pension benefits, the City provides certain health care and life insurance benefits for retired employees. Substantially all of the City's employees may become eligible for those benefits if they reach normal retirement age while working for the City. The primary government recognizes the costs associated with providing these benefits as premiums are paid. The FPUA (a component unit) recognizes the cost as it is incurred. Premiums paid by retirees for the primary government and for the FPUA total approximately $126,000 and $214,000, respectively.

Section 112.0801, Florida Statutes, as amended by Sections 1 and 2 of Chapter 87-373, Laws of Florida, requires all public employers to allow their retirees to participate in the same health group plan or self-insurance plan offered to their active employees. There are currently 25 City retirees and 41 Utilities Authority retirees participating in the health insurance plan.

The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing relative to the actuarial accrued liabilities for benefits over time.

The Other Post Employment Benefit plan is a single-employer benefit plan administered by the City. Retiree's are charged the same rate by the insurance company as active employees. Premiums charged by the insurance company are a blended rate based on the experience of younger active employees and older retired employees. Since retirees actually have higher costs yet pay the same rate as younger active employees, the city actually subsidizes the cost of the retirees' health insurance coverage.

	City	FPUA
Annual Required Contribution	155,254	72,000
Interest on Net OPEB Obligation	43,559	27,000
Adjustment on Annual Required Distribution	(32,266)	(38,000)
	166,547	61,000
Contibutions made	(126,322)	(30,000)
Interest on Contributions	-	(1,000)
Increase in Net OPEB Obligation	40,225	30,000
Net OPEB Obligation-beginning of year	967,981	681,000
Net OPEB Obligation-end of year	$ 1,008,206	$ 711,000

NOTE O - POST-EMPLOYMENT HEALTH CARE BENEFITS(CONTINUED)

The City's and FPUA's annual OPEB cost, employer contributions toward that cost, percentage of OPEB cost contributed, and the net OPEB obligation for 2016 and two preceding years were as follows:

	Fiscal Year Ended	Annual OPEB Cost	Employer Contributions Toward OPEB Cost	% of Annual OPEB Cost Contributed	Net OPEB Obligation
City	9/30/2014	173,991	81,285	47%	880,773
	9/30/2015	182,489	95,280	52%	967,981
	9/30/2016	166,547	126,322	76%	1,008,206
FPUA	9/30/2014	83,000	25,000	30.1%	622,000
	9/30/2015	84,000	25,000	29.8%	681,000
	9/30/2016	61,000	30,000	49.2%	711,000

Other information regarding funding progress is included as supplementary information to this report.

Funding Policy

As of September 30, 2016, the most recent actuarial valuation date, the plans were unfunded. The unfunded actuarial accrued liability was $2,127,710 and $609,000 for the City and FPUA respectively.

The covered payroll for active employees covered by the plan was $16,219,908 and $15,032,000 for the City and FPUA. The ratio of the UAAL to covered payroll was 13% for the City and 4.1% for the FPUA. As of September 30, 2016, the plan remains unfunded.

Actuarial Methods and Assumption

In any long-term actuarial valuation, certain demographics, economic and behavioral assumptions must be made concerning the population, investment discount rates, and the benefits provided. These actuarial assumptions form the basis for the actuarial model which is used to project the future population, benefits to be provided, and contributions to be collected. The investment return rate assumption is used to discount the future benefits to a present value on the valuation date. While assumptions such as future rates of retirement and mortality are similar for both OPEB and pension plans, there are some additional assumptions. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

NOTE O - POST-EMPLOYMENT HEALTH CARE BENEFITS(CONTINUED)

In the September 30, 2016 actuarial valuation, the Individual Entry Age Normal Actuarial Cost Method was used. Using the plan benefits, the present health premiums and a set of actuarial assumptions, the anticipated future payments are projected. The entry age method then provides a systematic funding for the anticipated payments. The yearly Annual Required Contribution(ARC) is computed to cover the cost of benefits being earned by covered members as well as to amortize a portion of the unfunded accrued liability. The Amortization method is Level Percent Open with a 30 year Amortization period.

The actuarial assumptions include a 8.0% to 4.0% salary increase assumption, with an annual healthcare cost trend rate initially at 9%, reduced annually to a 4.0% rate after ten years. The assumed rate of investment return is 4.0% per year with 4.0% of this amount attributed to inflation, compounded annually, net of expenses and assumes no real rate of return. The growth rate for amortizing the Unfunded Actuarial Accrued Liabilities was also assumed to be 4.0%.

NOTE P - CONTRACT COMMITMENTS

FPUA, the "Authority" (a component unit)

FMPA All-requirements Power Supply Project

As of January 1, 1998, the Authority became a participant in Florida Municipal Power Agency's (FMPA) All-Requirements Power Supply Project (hereinafter referred to as ARP). The Authority has agreed to purchase its total bulk power requirements, in excess of certain excluded resources, from the ARP through October 1, 2033.

Prior to being involved in the ARP, the Authority had Project Support Contracts and Power Sales Contracts with FMPA regarding Stanton Unit No. 1 (Stanton and Tri-City Projects) and Stanton Unit No. 2, coal-fired plants constructed by the Orlando Utilities Commission. The Authority's resources which have been assigned include the contracts with FMPA related to Stanton Unit No. 1 and Stanton Unit No. 2, and part of the contract with Florida Gas Transmission for the purchase of firm capacity natural gas. (See below). The contracts related to the St. Lucie Project, detailed below, have not been assigned; however, as of January 1, 1998, the Authority's share of transmission costs related to the St. Lucie Project has been assigned to the ARP.

FMPA St. Lucie Project

The Authority has entered into agreements with the Florida Municipal Power Agency (FMPA), of which it is a member, and with certain other members of FMPA, for entitlement to capacity, energy and transmission services from Florida Power & Light Company's St. Lucie Unit No. 2 (the Unit), which is located on South Hutchinson Island near Fort Pierce, and through a reliability exchange agreement in St. Lucie Unit No. 1, located on the same site. Pursuant to a Power Sales Contract and a Project Support Contract, the Authority has acquired an entitlement share of FMPA's allocation of these services. The Power Sales Contract requires payments for each month in which capacity, energy, or transmission services are available from the St. Lucie Project. Payments due each month are based upon an annual budget. Once each year the excess or deficiency of payments related to actual cost is calculated and applied to the monthly statements from FMPA to the Authority.

NOTE P - CONTRACT COMMITMENTS(CONTINUED)

The Power Sales Contract will remain in effect until the latest of (i) the date principal of, premium, if any, and interest on all bonds of the Unit have been paid or funds are set aside for the payment thereof, (ii) the date the Unit is decommissioned or finally disposed of as an electric generating unit pursuant to the Participation Agreement or FMPA's interest in the Unit is terminated pursuant to the Participation Agreement or otherwise disposed of, or (iii) the date all obligations or FMPA under the Participation Agreement have been paid, performed or provided for.

In any month when electric capacity, energy, or transmission services are not made available to the Authority, payment is made to FMPA under a Project Support Contract in a like amount as would have been due under the Power Sales Contract.

Purchases under these contracts are accounted for as operating expenses by the Authority. Total cost included in operating expenses for the year ended September 30, 2016 is $8,020,000. The Authority is committed under the agreements to payments totaling $7,925,000 for the year ending September 30, 2016.

Florida Gas Transmission

The Authority executed an All Requirements Gas Service Agreement with Florida Gas Utility (FGU) on January 15, 2002. As a member of the All Requirements project, the Authority is required to purchase natural gas and the firm capacity needed for its delivery through FGU. The firm capacity of natural gas is the availability of the pipeline required to transport the natural gas to the Authority. This agreement will remain in effect until cancelled by the Authority.

On July 3, 2012, the Authority acquired additional firm capacity from the City of Sunrise, Florida in order to meet the needs of new industrial customers. This agreement will remain in effect until July 2, 2017 or until cancelled by the Authority. In fiscal 2016, additional firm capacity was made available from FGT and the Authority exercised rights to obtain this capacity. An additional 96,800 MMbtu of capacity was obtained. With the additional capacity, the amount of Sunrise capacity was reduced by 45,300 MMbtu via a revised interlocal agreement with the City of Sunrise. In fiscal 2017, FPUA will be entitled to firm capacity of 566,412 MMBtu, and will commit to purchase 150,000 MMBtu of natural gas at a cost of $528,000. The amounts purchased under these contracts for fiscal 2015 and fiscal 2016 were $1,862,000 and 1,506,000, respectively.

FMPA Treasure Coast Energy Center

The Authority has entered into an agreement with FMPA to manage and operate their newly developed facility located in St. Lucie County near Fort Pierce. The Treasure Coast Energy Center (TCEC) is a natural gas fueled power generation site. The initial terms of this agreement(s) commenced on July 24, 2007 and expired on September 30, 2011, after which the agreement becomes a one-year evergreen protecting both parties from a long term commitment. The agreement has been extended for the year ended September 30, 2016.

The Authority has been engaged to manage, operate, and maintain the TCEC. TCEC employees are on the payroll of the Authority and all costs associated with them are reimbursed bi-weekly by FMPA. TCEC employee costs and revenue for Fiscal 2016 totaled $1,699,000.

NOTE Q - CONTINGENT LIABILITIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

NOTE R - LEASES

Operating Leases:

The City entered into a 25 year lease agreement, effective October 2012, with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The City, as lessee, agrees to certain conditions for the use of sovereign submerged land for the purpose of operating the Marina under an operating lease expiring September 23, 2037. Per the agreement, annual lease payments may be adjusted due to a change in the 5 year average consumer price index. Minimum future rental payments under the operating lease for each of the years/period ending September 30 are as follows:

2017	$	32,302
2018		32,302
2019		32,302
2020		32,302
2021		32,302
Thereafter		516,832
	$	809,822

Rent expense for the above referenced lease was $32,302 for the year ended September 30, 2016.

Capital Leases:

FPUA(component unit) entered into a five-year capital lease on January 4, 2013 for equipment capitalized at $142,000. The interest/maintenance costs for 2016 were $12,000. The Future minimum lease payments for this capital lease are as follows:

		Amount
2017		38,000
2018		11,000
	$	49,000

NOTE S - OPERATING LESSOR

On August 18, 1998, the City, as lessor, entered into an agreement with the Tiki Bar and Restaurant of Fort Pierce, Inc. (the "tenant"), the lessee, to rent the restaurant facility located at the City's public marina and docking facility. The lease calls for an initial term of fifteen years commencing September 1, 1998 to and including August 31, 2013. The tenant shall have the option to renew this lease for an additional five-year term. Rent is payable monthly on the last day of each month. Currently the lease terms call for rent payments equal to a certain percentage of the tenant's gross revenues. Until the tenant's calendar year-to-date revenues exceed $1,000,000, rent is equal to 10% of the tenant's gross revenues. For the remainder of the calendar year, rent is equal to 4% of the tenant's gross revenues. The City collected $204,777 from the tenant for the year ended September 30, 2016. The minimum future rental payments beyond that date cannot be determined.

On December 15, 2005 the City, as a lessor, entered into an agreement with Ianco, LLC (the "tenant"), the lessee, to rent the restaurant facility located on the western side of the City's public marina and docking facility. The lease calls for an initial term of six months commencing January 1, 2006 to and including June 30, 2006. Both parties are continuing to operate under the terms of this lease as of September 30, 2016, on a month to month basis. Rent is payable monthly within five business days of the closing of any monthly period. Rent is the computed at the greater of 7.25% of all gross revenues or $6,500 per month. The City collected $145,069 from the tenant for the year ended September 30, 2016.

NOTE T-FUND BALANCE

The City implemented GASB No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions", for the year ended September 30, 2011. The Statement requires the fund balance of governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

As of September 30, 2016, the fund balances of the governmental funds are classified as follows:

Non-spendable- Amounts that cannot be spent because they are not in spendable form, or because they are legally or contractually required to be maintained intact.

Restricted- Amounts can be used only for specific purposes because of a constitutional provision, enabling legislation, or externally imposed constraints by creditors, grantors, contributors, or other governments.

Committed- Amounts can be used only for specific purposes because of a formal action of the City Commission such as ordinances.

Assigned- Amounts that do not meet the criteria to be classified as restricted or committed but are intended to be used for specific purposes as determined by the City Commission.

Unassigned- Residual amount retained in the general fund that has not been otherwise classified.

NOTE T-FUND BALANCE (CONTINUED)

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to been spent first. When an expenditure is incurred for purposes for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first from committed, second from assigned, and lastly from assigned balances.

Through a resolution, the City Commission established a minimum fund balance of ten percent of annual operating budgeted expenditures in the general fund to be held for unexpected unforeseen expenditures. The Commission reviews the policy annually to determine if adjustments are necessary.

As of September 30, 2016, the fund balances of the governmental funds are:

	General Fund	Community Redevelopment Agency	Hurricane Housing Recovery Grant Fund	Other Governmental Funds	Totals
FUND BALANCES					
Nonspendable:					
Inventories	$ 69,748	$ -	$ -	$ -	$ 69,748
Prepaid Items	246,966	13,355		3,218	263,539
Restricted for:					
Law Enforcement	-	-	-	74,313	74,313
Debt Service	-	-	-	796,624	796,624
Advances to Other Funds	-	-	-	2,177,469	2,177,469
Grant-CDBG	-	-	-	811,200	811,200
Redevelopment Projects	-	268,527	-	-	268,527
State Housing Initiatives	-	-	-	258,061	258,061
Grant-Administration	-	-	907,854	-	907,854
Impact Fees-Capital Improv.	-	-	-	871,600	871,600
PSFRD-Capital Improv.	-	-	-	71,768	71,768
Park Improvements	-	-	-	616,175	616,175
Special Projects	-	-	-	566,098	566,098
Capital Improvement:					
Heathcote	-	-	-	2,326,803	2,326,803
Committed to:					
Budget Appropriations	550,000	-	-	-	550,000
Assigned to:					
10% Reserve Policy	3,582,326	-	-	-	3,582,326
Art in Public Places	-	-	-	184,984	184,984
Unassigned:	403,281	-	-	-	403,281
	$ 4,852,321	$ 281,882	$ 907,854	$ 8,758,313	$ 14,800,370

NOTE U - RESTRICTED ASSETS

Certain assets are restricted by bond resolution and some have been classified as restricted in accordance with governmental accounting standards for enterprise funds.

The restricted assets of the **primary government** as of September 30, 2016 are as follows:

Business-type activities:

Cash and investments:		
Customer deposits	$	174,238

The restricted assets of the **FPUA** (a component unit) as of September 30, 2016, are as follows:

Cash and investments:		
Principal and interest on debt service	$	8,049,007
Capital Improvement charges		5,212,696
Debt service		5,746,276
Emergency reserve		900,000
Renewal and replacement reserve		500,000
Customer security deposits		8,024,037
	$	28,432,016

NOTE V – CONDUIT DEBT OBLIGATIONS

The City issued Capital Improvement Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of facilities deemed to be in the public's interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the facilities transfers to the private-sector entity served by the bond issuance. The City, the State, and any political subdivisions thereof are not obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of September 30, 2016, there were two series of Capital Improvement Revenue Bonds outstanding. The aggregate principal amount payable for the series issued after October 1, 1996, is $9,238,021.

NOTE W- EXTRAORDINARY ITEM

FPUA transferred the ownership of the former site of the Henry D. King Power Plant to the Fort Pierce Redevelopment Agency (FPRA) on October 15, 2009. A grant awarded to the FPRA for the cleanup was not sufficient to cover the cost of remediation. The FPRA's consultant has estimated the cost to completion over the next year to be $21,000. Voluntary Cleanup Tax Credits have been estimated to cover project costs of $2,285,000. The amount expected to be paid by FPUA in FY 2017 is $21,000. When the work on this project concludes, the final cost will be reevaluated as to the actual amounts received through tax credits.

NOTE X- NONEXCHANGE FINANCIAL GUARANTEES

At September 30, 2016 FPUA had irrevocable letters of credit with Harbor Community Bank, which serves as security for loans from the Treasure Coast Regional Planning Council (TCRPC) to the Fort Pierce Redevelopment Agency (FPRA) for cleanup of environmental contamination at the H.D. King Plant site (See Note O). The loans total $702,000 and will begin to come due on August 20, 2018. No additional loans have been taken as of this report date. The recovery of these funds began in fiscal 2016 from the sale of the Voluntary Cleanup Tax Credits applied for by the FPRA.

NOTE Y– SUBSEQUENT EVENTS

Management has performed an analysis of the activities and transactions subsequent to September 30, 2016 to determine the need for any adjustments to and/or disclosures within the audited financial statements for the year ended September 30, 2016. Management has performed their analysis through March 21, 2017, the date the financial statements were available for issuance.

REQUIRED SUPPLEMENTARY INFORMATION

- **GASB Statement 45**
- **GASB Statement 67**
- **GASB Statement 68**

City of Fort Pierce, Florida
GASB STATEMENT 45 REQUIREMENT SUPPLEMENTARY INFORMATION
City of Ft. Pierce Other Post Employment Benefits
September 30, 2016
(Unaudited)

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) -Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a % of Covered Payroll ((b-a)/c)
City of Ft. Pierce						
9/30/2008	-	$ 3,848,898	$ 3,848,898	0%	$ 17,923,099	21%
9/30/2009	-	$ 3,848,898	$ 3,848,898	0%	$ 17,151,291	22%
9/30/2010	-	$ 2,899,180	$ 2,899,180	0%	$ 14,962,156	19%
9/30/2011	-	$ 2,899,180	$ 2,899,180	0%	$ 13,850,285	21%
9/30/2012	-	$ 1,460,763	$ 1,460,763	0%	$ 14,041,070	10%
9/30/2013	-	$ 1,460,763	$ 1,460,763	0%	$ 14,672,918	10%
9/30/2014	-	$ 1,880,650	$ 1,880,650	0%	$ 15,691,500	12%
9/30/2015	-	$ 1,880,650	$ 1,880,650	0%	$ 16,397,618	11%
9/30/2016	-	$ 2,127,710	$ 2,127,710	0%	$ 16,219,908	13%
FPUA(a discretely presented component unit)						
9/30/2008	-	$ 2,094,000	$ 2,094,000	0%	$ 14,591,000	14%
9/30/2009	-	$ 2,094,000	$ 2,094,000	0%	$ 14,711,000	14%
9/30/2010	-	$ 2,274,000	$ 2,274,000	0%	$ 14,700,000	15%
9/30/2011	-	$ 2,274,000	$ 2,274,000	0%	$ 14,023,000	16%
9/30/2012	-	$ 709,000	$ 709,000	0%	$ 13,637,000	5%
9/30/2013	-	$ 738,000	$ 738,000	0%	$ 13,977,000	5%
9/30/2014	-	$ 786,000	$ 786,000	0%	$ 14,269,000	6%
9/30/2015	-	$ 786,000	$ 786,000	0%	$ 14,430,000	5%
9/30/2016	-	$ 609,000	$ 609,000	0%	$ 15,032,000	4%

City of Fort Pierce, Florida
Required Supplementary Information
Schedule of Changes in the City's Net Pension Liability and Related Ratios
General Employees Retirement and Benefits System
September 30, 2016

	2016	2015	2014
Total Pension Liability:			
Service cost	$ 4,329,645	$ 4,044,804	$ 4,049,351
Interest	14,668,388	14,241,759	13,874,945
Benefit change	-	-	-
Difference between actual & expected experience	(620,021)	-	(500,696)
Assumption changes	5,168,979	-	(335,946)
Benefit payments	(13,376,671)	(12,528,070)	(11,877,048)
Refunds	-	(287,469)	(307,836)
Net Change in Total Pension Liability	10,170,320	5,471,024	4,902,770
Total Pension Liability-Beginning	187,878,375	182,407,351	177,504,581
Total Pension Liability-Ending (a)	$ 198,048,695	$ 187,878,375	$ 182,407,351
Plan Fiduciary Net Position:			
Contributions-employer	$ 4,211,311	$ 4,093,268	$ 4,356,127
Contributions-member	1,533,510	1,473,091	1,493,529
Net investment income	16,472,191	2,984,072	16,939,786
Benefit payments	(13,376,671)	(12,528,070)	(11,877,048)
Refunds	-	(287,469)	(307,836)
Administrative expense	(217,891)	(176,341)	(199,552)
Other	(50,240)	(44,893)	(47,555)
Net Change in Plan Fiduciary Net Position	8,572,210	(4,486,342)	10,357,451
Plan Fiduciary Net Position-Beginning	174,633,807	179,120,149	168,762,698
Plan Fiduciary Net Position-Ending (b)	$ 183,206,017	$ 174,633,807	$ 179,120,149
Net Pension Liability-Ending (a) - (b)	14,842,678	13,244,568	3,287,202
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	92.51%	92.95%	98.20%
Covered Employee Payroll	27,295,114	26,139,109	26,380,878
Net Pension Liability as a Percentage of Covered Employee Payroll	54.38%	50.67%	12.46%

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, pension plans should present those years for which information is available.

City of Fort Pierce, Florida
REQUIREMENT SUPPLEMENTARY INFORMATION
General Employee's Retirement and Benefit System
September 30, 2016
(Unaudited)

SCHEDULE OF CONTRIBUTIONS

Fiscal Year Ending	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
9/30/2014	4,356,127	4,356,127	-	26,380,878	16.51%
9/30/2015	4,093,268	4,093,268	-	26,139,109	15.66%
9/30/2016	4,211,311	4,211,311	-	27,295,114	15.43%

Notes to Schedule of Contributions:

Valuation date	September 30, 2015
Actuarial cost method	Individual Entry Age Normal
Amortization method	Level Percent of Payroll, closed
Remaining amortization period	1-30 years as of September 30, 2014
Asset valuation method	4-year smoothed market
Wage Inflation	4.5%
Salary increases	General & Utilities Authority; 4.5% to 8.7%, including inflation Police; 4.5% to 8.5%
Investment rate of return	8.00%
Long-term municipal bond rate	3%
Retirement Age	Age and service-based tables that are specific to the type of eligibility
Mortality	RP-2000 Combined Mortality Table for males and females. No margin for future mortality improvement are included in these tables.
Cost-of-living Adjustment	COLA's are granted if the investment return exceeds the investment return assumption and the cummulative actuarial gains and losses since 1995 are positive. Because the cummulative gains and losses are (32) million, the COLA provision is assumed to not operate for the indefinite future.

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, pension plans should present those years for which information is available.

City of Fort Pierce, Florida
REQUIREMENT SUPPLEMENTARY INFORMATION
General Employee's Retirement and Benefit System
September 30, 2016
(Unaudited)

SCHEDULE OF INVESTMENT RETURNS MULTIYEAR*

Annual money-weighted rate of return, net of investment expense:	Annual Return
Fiscal year ending September 30, 2014	10.48%
Fiscal year ending September 30, 2015	1.75%
Fiscal year ending September 30, 2016	9.86%

* This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, pension plans should present information for those years for which information is available.

City of Fort Pierce, Florida
Required Supplementary Information
Schedule of Changes in the City's Net Pension Liability and Related Ratios
Municipal Police Officers' Retirement Trust Fund
September 30, 2016

	2016	2015	2014
Total Pension Liability:			
Service cost	$ 498,450	$ 498,038	$ 592,432
Interest	952,685	916,626	861,104
Benefit change	-	-	-
Difference between actual & expected experience	(66,499)	(158,912)	(9,847)
Assumption changes	-	-	305,956
Benefit payments	(540,270)	(561,863)	(729,776)
Refunds	(293,992)	(121,468)	(132,922)
Net Change in Total Pension Liability	550,374	572,421	886,947
Total Pension Liability-Beginning	13,059,163	12,486,742	11,599,795
Total Pension Liability-Ending (a)	$ 13,609,537	$ 13,059,163	$ 12,486,742
Plan Fiduciary Net Position:			
Contributions-employer	$ -	$ -	$ -
Contributions-Employer(State)	302,837	265,449	248,113
Contributions-member	471,774	452,740	449,881
Net investment income	1,000,576	(232,886)	896,529
Benefit payments	(540,270)	(561,863)	(729,776)
Refunds	(293,992)	(121,468)	(132,922)
Administrative expense	(36,110)	(30,114)	(65,371)
Other	-	-	-
Net Change in Plan Fiduciary Net Position	904,815	(228,142)	666,454
Plan Fiduciary Net Position-Beginning	11,763,204	11,991,346	11,324,892
Plan Fiduciary Net Position-Ending (b)	$ 12,668,019	$ 11,763,204	$ 11,991,346
Net Pension Liability-Ending (a) - (b)	941,518	1,295,959	495,396
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	93.08%	90.08%	96.03%
Covered Employee Payroll	6,739,629	7,078,113	6,847,759
Net Pension Liability as a Percentage of Covered Employee Payroll	13.97%	18.31%	7.23%

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, pension plans should present information for those years for which information is available.

City of Fort Pierce, Florida
REQUIREMENT SUPPLEMENTARY INFORMATION
Municipal Police Officers' Retirement Trust Fund
September 30, 2016
(Unaudited)

SCHEDULE OF CONTRIBUTIONS

Fiscal Year Ending	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
9/30/2014	285,353	248,113	37,240 *	6,426,871	3.86%
9/30/2015	198,688	265,449	(66,761)	6,450,909	4.11%
9/30/2016	173,208	302,837	(129,629)	6,739,629	4.49%

* This deficiency is satisfied through the use of an excess contribution reserve, which was built up by contributions in excess of the Actuarially Determined Contribution in previous years.

Notes to Schedule of Contributions

Valuation date	September 30, 2015
Measurement date	September 30, 2016
Actuarial cost method	Entry Age Normal
Amortization method	Level Percent of Payroll, closed
Remaining amortization period	17 years
Asset valuation method	4-year smoothed market
Inflation rate	2.5%
Salary increases	3.5% to 6.5%
Investment rate of return	7.25%
Retirement Age	Experienced-based table of rates that are specific to the type of eligibility condition
Mortality	RP-2000 Combined Healthy Participant Mortality Table for males and females with mortality improvement projected to all future years after 2000 using Scale AA

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, pension plans should present information for those years for which information is available.

City of Fort Pierce, Florida
REQUIREMENT SUPPLEMENTARY INFORMATION
Municipal Police Officers' Retirement Trust Fund
September 30, 2016
(Unaudited)

SCHEDULE OF INVESTMENT RETURNS MULTIYEAR*

Annual money-weighted rate of return, net of investment expense:	Annual Return
Fiscal year ending September 30, 2014	9.3%
Fiscal year ending September 30, 2015	-3.5%
Fiscal year ending September 30, 2016	9.57%

* This schedule is presented to illustrate the requirement to show information for those years for 10 years. However, until a full 10-year trend is compiled, pension plans should present information for those years for which information is available.

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COMBINING AND INDIVIDUAL FUND STATEMENTS

GENERAL FUND

The General Fund is used to account for all sources and uses of financial resources applicable to the general operations of the City of fort pierce. All general operating revenue which are not restricted as to use are recorded in the General Fund.

City of Fort Pierce, Florida
SCHEDULE OF GENERAL FUND REVENUES AND OTHER FINANCING SOURCES
BUDGET (GAAP BASIS) AND ACTUAL
GENERAL FUND
Year ended September 30, 2016

	Budgeted Amounts		
	Original	Final	Actual
Revenues			
Taxes			
Ad valorem	$ 13,093,496	$ 13,171,397	$ 13,171,397
General sales and use	1,925,000	2,082,894	2,082,894
Franchise	3,925,000	4,261,492	4,261,492
	18,943,496	19,515,783	19,515,783
Licenses and permits			
Occupational licenses	270,000	263,811	263,811
Other	78,000	110,584	110,584
	348,000	374,395	374,395
Intergovernmental revenue			
State grants	-	12,739	12,739
Federal grants	-	-	-
State shared revenue	2,699,000	3,118,008	3,118,008
State retirement contribution	240,000	302,837	302,837
County shared revenue	55,000	50,202	50,202
	2,994,000	3,483,786	3,483,786
Charges for services			
General government	169,600	251,791	251,791
Physical environment	32,000	37,120	37,120
	201,600	288,911	288,911
Fines and forfeitures			
Court cases	76,500	79,701	79,701
Code violation	91,000	222,064	222,064
	167,500	301,765	301,765
Other			
Contributions from component unit	7,170,772	5,809,302	5,809,302
Investment income	55,000	124,661	124,661
Rents	52,852	57,957	57,957
Administrative and contractual services	509,000	514,521	514,521
Reimbursements by other funds	1,115,500	1,011,456	1,011,456
Special assessments	10,000	7,630	7,630
Impact fees	-	28,221	28,221
Miscellaneous	79,600	296,645	296,645
	8,992,724	7,850,393	7,850,393
Total revenues	31,647,320	31,815,033	31,815,033
Other financing sources			
Transfers in	4,282,437	3,167,667	3,167,667
Total other financing sources	4,282,437	3,167,667	3,167,667
Total revenues, other financing sources,	$ 35,929,757	$ 34,982,700	$ 34,982,700

City of Fort Pierce, Florida
SCHEDULE OF GENERAL FUND EXPENDITURES
AND OTHER FINANCING USES
BUDGET (GAAP BASIS) AND ACTUAL
GENERAL FUND
Year ended September 30, 2016

	Budgeted Amounts		
	Original	Final	Actual
Expenditures			
General Government			
Legislative			
City Commission	$ 208,361	$ 204,925	$ 204,925
Executive			
City Manager	606,019	545,937	545,937
City Clerk	284,796	291,396	291,396
Financial and administrative			
General administration	5,740,674	5,294,026	5,294,026
Finance	736,272	722,427	722,427
MIS	994,642	830,582	830,582
Administrative services	590,176	719,788	719,788
Legal counsel			
City Attorney	605,108	874,055	874,055
Comprehensive planning			
Planning	451,837	447,483	447,483
Public works			
Director	93,729	79,403	79,403
Garage	492,552	480,721	480,721
Building maintenance	879,181	960,198	960,198
	11,683,347	11,450,941	11,450,941
Public safety			
Law enforcement			
Police	4,940,912	4,395,037	4,395,037
Police- Operations	6,862,734	6,770,725	6,770,725
Police- Support Operations	1,061,077	1,132,373	1,132,373
Code Enforcement	880,723	910,373	910,373
	13,745,446	13,208,508	13,208,508
Transportation			
Road and street facilities			
Engineering	1,099,251	1,021,018	1,021,018
Street maintenance	1,704,576	1,726,782	1,726,782
	2,803,827	2,747,800	2,747,800
Culture and recreation			
Parks and recreation	1,908,734	1,767,661	1,767,661
Riverwalk Center	150,397	174,953	174,953
	2,059,131	1,942,614	1,942,614
Total expenditures	30,291,751	29,349,863	29,349,863
Other financing uses			
Transfers out	5,561,512	5,242,151	5,242,151
Total expenditures and other financing uses	$ 35,853,263	$ 34,592,014	$ 34,592,014

NONMAJOR GOVERNMENTAL FUNDS

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes. The City does not have an appropriated budget for special revenue funds.

- **The Law Enforcement Trust Fund**
  This fund is used to account for the assets confiscated by the Police Department. The money generated from the sale of confiscated property is used solely for the City's law enforcement system and is legally restricted for that purpose.

- **Police Grant Fund**
  This fund is used to account for all Federal and State Grants received for the purpose of Law Enforcement.

- **State Housing Initiative Program (SHIP)**
  This fund is used to record assistance received from the State of Florida for housing assistance for the City's low and moderate income citizens.

- **Federal Major Grant Program**
  This fund is used to account for major grants administered by Urban Redevelopment; to record grant income and related eligible expenditures.

- **Restricted Revenue Fund**
  This fund is used to account for all revenue that is restricted as to the purpose the money generated can be utilized.

- **Disaster Relief Fund**
  This fund is used to account for all revenue that is restricted as to use in disaster relief efforts.

NONMAJOR GOVERNMENTAL FUNDS (CONT'D)

DEBT SERVICE FUNDS

Debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. The City does not have an appropriated budget for debt service funds.

- **Capital Improvement Revenue Refunding Bond Fund, Series 2008 A&B**

  This fund is used to account for the accumulation of monies to pay $23,190,00 2008 Series A and $6,650,000 2008 Series B of the Capital Improvement Revenue Refunding Bonds, Series 2008 issue. FPRA TIF funds are pledged for the payments of principal and interest due from 2009-2034.

- **Capital Improvement Revenue Refunding Bond Fund, Series 2010 A&B**

  This fund is used to account for the accumulation of monies to pay $6,825,000 2010 Series A and $2,935,000 2010 Series B of the Capital Improvement Revenue Refunding Bonds, Series 2010 issue. FPRA TIF funds are pledged for the payments of principal and interest due from 2014-2030.

- **Section 108 Note Payable**

  This fund is used to account for the accumulation of monies to pay $3,,395,000 Section 108 Loan. Proceeds of a note payable from a shopping center with a pledge from the Community Development Block is used for the payment of principal and interest due from 2012-2024.

NONMAJOR GOVERNMENTAL FUNDS (CONT'D)

DEBT SERVICE FUNDS (CONT'D.)

- **Capital Improvement Revenue Refunding Bond Fund, Series 2014**
  This fund is used to account for the accumulation of monies to pay $6,079,229 of financing used for the purchase of capital energy conservation equipment. Non-Ad Valorem revenues are appropriated for the payment of principal and interest due from 2014-2028.

- **Fort Pierce Redevelopment Revenue Refunding Note Fund, Series 2015 AB**
  This fund is used to account for the accumulation of monies to pay $20,000,000 Series 2006 and $20,2000,000 Series 2005 of the Redevelopment Bonds. FPRA TIF funds are pledged for the payments of principal and interest due from 2016-2031.

- **Capital Improvement Revenue Refunding Note Fund, Series 2015**
  This fund is used to account for the accumulation of monies to pay $3,170,000 Series 2004 and $1,909,000 Series 2008A of the Capital Improvement Revenue Refunding Bonds. Non-Ad Valorem revenues are appropriated for the payment of principal and interest due from 2017-2032.

CAPITAL PROJECT FUNDS

- **Capital Improvement Fund, Redevelopment**
  This fund is used to account for the sources and uses of TIF funds to construct various capital improvements within the City including improvements to roads and buildings, and construction of infrastructure, land and other improvements.

- **Special Capital Projects Fund**
  This fund is used to account for the sources and uses of funds to account for the construction of various capital improvement of the City.

NONMAJOR GOVERNMENTAL FUNDS (CONT'D)

CAPITAL PROJECT FUNDS (CONT'D.)

- **Energy Capital Project Fund**

  This fund is used to account for the sources and uses of funds to account for the purchase and installment various energy conservation equipment throughout the City.

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City of Fort Pierce, Florida
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
September 30, 2016

	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Total Nonmajor Governmental Funds
ASSETS				
Cash and investments	$ 3,443,408	$ 796,624	$ 2,326,803	$ 6,566,835
Accounts Receivable	27,950	-	-	27,950
Advance to other funds	-	2,177,469	-	2,177,469
Due from other governments	186,936	-	-	186,936
Prepaids	3,218	-	-	3,218
Notes Receivable	299,451	-	-	299,451
Total assets	$ 3,960,963	$ 2,974,093	$ 2,326,803	$ 9,261,859
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued liabilities	$ 41,623	$ -	$ -	$ 41,623
Due to other funds	162,472	-	-	162,472
Total liabilities	204,095	-	-	204,095
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue	299,451	-	-	299,451
FUND BALANCES				
Nonspendable	3,218	-	-	3,218
Restricted	3,269,215	2,974,093	2,326,803	8,570,111
Assigned	184,984	-	-	184,984
Total fund balances	3,457,417	2,974,093	2,326,803	8,758,313
Total liabilities, deferred inflows of resources, and fund balances	$ 3,960,963	$ 2,974,093	$ 2,326,803	$ 9,261,859

City of Fort Pierce, Florida
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
Year ended September 30, 2016

	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Total Nonmajor Governmental Funds
Revenues				
Intergovernmental	$ 1,357,086	$ -	$ -	$ 1,357,086
Investment income	14,209	77,719	17,420	109,348
Miscellaneous	825,478	-	-	825,478
Total revenues	2,196,773	77,719	17,420	2,291,912
Expenditures				
Current				
General Government	21,652	-	52	21,704
Public safety	716,699	-	-	716,699
Economic environment	734,206	-	-	734,206
Capital Outlay	191,519	-	860,529	1,052,048
Debt service				
Principal	-	3,788,108	-	3,788,108
Interest and fees	-	2,890,588	-	2,890,588
Other	-	552,254	-	552,254
Total expenditures	1,664,076	7,230,950	860,581	9,755,607
Excess of revenues over (under) expenditures	532,697	(7,153,231)	(843,161)	(7,463,695)
Other financing sources (uses)				
Transfers in	246,295	5,932,646	22,052	6,200,993
Proceeds of Refunding Notes	-	59,370,000	-	59,370,000
Payment on Current Refunding	-	(17,400,000)	-	(17,400,000)
Payment on Advance Refunding	-	(41,299,060)	-	(41,299,060)
Transfers out	-	(226,675)	(13,501)	(240,176)
Total other financing sources (uses)	246,295	6,376,911	8,551	6,631,757
Net change in fund balances	778,992	(776,320)	(834,610)	(831,938)
Fund balance - beginning of year	2,678,425	3,750,413	3,161,413	9,590,251
Fund balance - end of year	$ 3,457,417	$ 2,974,093	$ 2,326,803	$ 8,758,313

City of Fort Pierce, Florida
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
September 30, 2016

	Police Grants Fund	Law Enforcement Trust Fund	State Housing Initatives Program (S.H.I.P.)
ASSETS			
Cash and investments	$ -	$ 83,661	$ 258,213
Accounts Receivable	20,000	-	-
Due from other governments	142,151	-	-
Prepaid Expenses	3,119	-	-
Notes receivable	-	-	27,832
Total assets	$ 165,270	$ 83,661	$ 286,045
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts payable and accrued liabilities	$ 9,253	$ -	$ 109
Due to other funds	162,245	-	43
Total liabilities	171,498	-	152
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue	-	-	27,832
FUND BALANCES			
Nonspendable	3,119	-	-
Restricted	(9,347)	83,661	258,061
Assigned	-	-	-
Total fund balances	(6,228)	83,661	258,061
Total liabilities, deferred inflows of resources, and fund balances	$ 165,270	$ 83,661	$ 286,045

Community Development Block Grant	Restricted Revenue Fund	Disaster Relief	Total Nonmajor Special Revenue Funds
$ 780,163	$ 2,309,332	$ 12,039	$ 3,443,408
-	7,950	-	27,950
44,785	-	-	186,936
99	-	-	3,218
271,619	-	-	299,451
$ 1,096,666	$ 2,317,282	$ 12,039	$ 3,960,963
$ 13,564	$ 18,697	$ -	$ 41,623
184	-	-	162,472
13,748	18,697	-	204,095
271,619	-	-	299,451
99	-	-	3,218
811,200	2,113,601	12,039	3,269,215
-	184,984	-	184,984
811,299	2,298,585	12,039	3,457,417
$ 1,096,666	$ 2,317,282	$ 12,039	$ 3,960,963

City of Fort Pierce, Florida
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
Year ended September 30, 2016

	Police Grants Fund	Law Enforcement Trust Fund	State Housing Initatives Program (S.H.I.P.)
Revenues			
Intergovernmental	$ 383,972	$ 67,000	$ 210,483
Investment income	183	190	3,700
Miscellaneous	80,000	-	12,000
Total revenues	464,155	67,190	226,183
Expenditures			
Current			
General Government	-	-	-
Public safety	716,678	21	-
Economic environment	-	-	56,916
Capital outlay	-	-	-
Total expenditures	716,678	21	56,916
Excess of revenues over (under) expenditures	(252,523)	67,169	169,267
Other financing sources (uses)			
Transfers in	246,295	-	-
Total other financing sources (uses)	246,295	-	-
Net change in fund balances	(6,228)	67,169	169,267
Fund balance - beginning of year	-	16,492	88,794
Fund balance - end of year	$ (6,228)	$ 83,661	$ 258,061

Community Development Block Grant	Restricted Fund	Disaster Relief	Total Non-Major Special Revenue Funds
$ 572,673	$ 122,958	$ -	$ 1,357,086
2,734	7,402	-	14,209
54,761	678,717	-	825,478
630,168	809,077	-	2,196,773
-	21,652	-	21,652
-	-	-	716,699
677,290	-	-	734,206
-	191,519	-	191,519
677,290	213,171	-	1,664,076
(47,122)	595,906	-	532,697
-	-	-	246,295
-	-	-	246,295
(47,122)	595,906	-	778,992
858,421	1,702,679	12,039	2,678,425
$ 811,299	$ 2,298,585	$ 12,039	$ 3,457,417

City of Fort Pierce, Florida
COMBINING BALANCE SHEET
NONMAJOR DEBT SERVICE FUNDS
September 30, 2016

	Fort Pierce Redevelopment Bonds	Golf Course Improvement Bonds	Capital Improvement Revenue 2008	Capital Improvement Refunding 2010
ASSETS				
Cash and investments	$ -	$ -	$ -	$ 19,860
Advance to other funds	-	-	-	-
Total Assets	$ -	$ -	$ -	$ 19,860
LIABILITIES AND FUND BALANCES				
FUND BALANCES				
Restricted	-	-	-	19,860
Total fund balance	-	-	-	19,860
Total liabilities and fund balance	$ -	$ -	$ -	$ 19,860

Capital Improvement Revenue 2014	Section 108 Loan	Fort Pierce Redevelopment Refunding 2015	Capital Improvement Refunding 2015	Total Nonmajor Debt Service Funds
$ 236,159	$ 61,909	$ 478,696	$ -	$ 796,624
-	2,177,469	-	-	2,177,469
$ 236,159	$ 2,239,378	$ 478,696	$ -	$ 2,974,093
236,159	2,239,378	478,696	-	2,974,093
236,159	2,239,378	478,696	-	2,974,093
$ 236,159	$ 2,239,378	$ 478,696	$ -	$ 2,974,093

City of Fort Pierce, Florida
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
NONMAJOR DEBT SERVICE FUNDS
Year Ended September 30, 2016

	Fort Pierce Redevelopment Bonds	Golf Course Improvement Bonds	Capital Improvement Revenue 2008	Capital Improvement Refunding 2010
Revenues				
Investment income	$ 703	$ -	$ 1,875	$ 1,682
Expenditures				
Debt service				
Principal	-	-	950,000	290,000
Interest and fees	685,766	-	180,138	377,163
Other	1,107	-	1,728	1,439
Total expenditures	686,873	-	1,131,866	668,602
Excess of revenues over (under) expenditures	(686,170)	-	(1,129,991)	(666,920)
Other financing sources (uses)				
Transfers in	-	109,348	990,661	667,163
Proceeds of Refunding Bonds	-	-	-	-
Payment on Current Refunding	-	-	-	-
Payment on Advance Refunding	-	-	-	-
Transfers out	(4,906)	(221,769)	-	-
Total other financing sources (uses)	(4,906)	(112,421)	990,661	667,163
Net change in fund balances	(691,076)	(112,421)	(139,330)	243
Fund balances - beginning of year	691,076	112,421	139,330	19,617
Fund balances - end of year	$ -	$ -	$ -	$ 19,860

Capital Improvement Revenue 2014	Section 108 Loan	Fort Pierce Redevelopment Refunding 2015	Capital Improvement Refunding 2015	Total Nonmajor Debt Service Funds
$ 1,806	$ 70,371	$ 1,282	$ -	$ 77,719
290,108	283,000	1,445,000	530,000	3,788,108
171,547	57,023	548,663	870,288	2,890,588
10	4	314,418	233,548	552,254
461,665	340,027	2,308,081	1,633,836	7,230,950
(459,859)	(269,656)	(2,306,799)	(1,633,836)	(7,153,231)
417,083	-	2,417,786	1,330,605	5,932,646
-	-	31,055,000	28,315,000	59,370,000
-	-	(14,785,000)	(2,615,000)	(17,400,000)
-	-	(15,902,291)	(25,396,769)	(41,299,060)
-	-	-	-	(226,675)
417,083	-	2,785,495	1,633,836	6,376,911
(42,776)	(269,656)	478,696	-	(776,320)
278,935	2,509,034	-	-	3,750,413
$ 236,159	$ 2,239,378	$ 478,696	$ -	$ 2,974,093

City of Fort Pierce, Florida
COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECTS FUNDS
September 30, 2016

	Capital Project Fund Redevelopment	Capital Project Fund Special Capital Projects Fund	Capital Project Fund Energy Capital Projects Fund	Total Nonmajor Capital Project Funds
ASSETS				
Cash and investments	$ -	$ 2,326,803	$ -	$ 2,326,803
Total assets	$ -	$ 2,326,803	$ -	$ 2,326,803
LIABILITIES, AND FUND BALANCES				
FUND BALANCES				
Restricted	-	2,326,803	-	2,326,803
Total liabilities and fund balance	$ -	$ 2,326,803	$ -	$ 2,326,803

City of Fort Pierce, Florida
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR CAPITAL PROJECTS FUNDS
Year ended September 30, 2016

	Capital Project Fund Redevelopment	Capital Project Fund Special Capital Projects Fund	Capital Project Fund Energy Capital Projects Fund	Total Nonmajor Capital Project Funds
Revenues				
Investment income	$ -	$ 14,404	$ 3,016	$ 17,420
Total revenues	-	14,404	3,016	17,420
Expenditures				
Operating Expenses	-	-	52	52
Capital outlay	-	-	860,529	860,529
Total expenditures	-	-	860,581	860,581
Excess of revenues over (under) expenditures	-	14,404	(857,565)	(843,161)
Other financing sources (uses)				
Transfers in	-	-	22,052	22,052
Transfers out	(5,929)	-	(7,572)	(13,501)
Total other financing sources (uses)	(5,929)	-	14,480	8,551
Net change in fund balances	(5,929)	14,404	(843,085)	(834,610)
Fund balance - beginning of year	5,929	2,312,399	843,085	3,161,413
Fund balance - end of year	$ -	$ 2,326,803	$ -	$ 2,326,803

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STATISTICAL SECTION

A-1 STATISTICAL TABLES

This section of the City of Fort Pierce's Comprehensive Annual Report contains information to assist the reader in understanding the financial Statements, notes to the financial and other supplemental information.

Financial Trends - These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity - These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Debt Capacity - These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information - These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information - These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report related to the services the City provides and the activities it performs.

MISCELLANEOUS STATISTICS
September 30, 2016

Date of Incorporation:		February 2, 1901
Adoption of City Charter:		1957
Form of Govt:		Commission/City Manager
Fiscal Year:		October 1, 2015 through September 30, 2016
Area:		34.8 square miles as of 9/30/2016
Number of Employees:		623.5
City	353.5	
Utilities Authority	270.0	
Police Protection:		
Number of Stations		2
Number of Arresting Personnel		115
Fire Protection:		
(County wide)		
Number of Stations		17
Number of Firemen & Officers		389
Infrastructure:		
City Buildings		23
Cemeteries (not City owned)		5
City Bridges		10
*Vehicle	6	
*Pedestrian	4	
Traffic Lights		211
*Flashing Lights	32	
*Traffic & Caution Lights	179	
Street Lights		5,313
Miles of:		
*Paved Streets	139.9	
*Unpaved Streets	1.4	
Total Streets		141.3
Canals		10.1
Curbs and Gutters		121.4
Seawalls		1.1
Sidewalks		115.3
Storm Sewers		73.1
Building Permits New Construction:		33
Construction Valuation		$ 12,552,195

City of Fort Pierce Population:	
1940	8,040
1950	13,502
1960	25,113
1970	29,721
1980	33,802
1990	36,830
2000	38,401
2010	41,590
Recreation:	
Acres of Public Parks	294.3
Miles of Public Beach	2.3
Baseball Practice Fields	23
Basketball Courts	11
Boat Ramps	10
Football Fields	1
Playgrounds	12
Municipal Pools	2
Racquetball/Handball Courts	2
Shuffleboard Courts	1
Tennis Courts	18
Utilities Customers:	
Electric	28,100
Water	19,750
Wastewater	15,000
Natural Gas	4,225
County Schools Enrollment:	
ESE (all grades)	5,568
Elementary	19,108
Middle	9,590
High School	12,891
Total Enrollment	41,589
Solid Waste Customers:	
Commercial	1,751
Residential	12,173
Public	30

Sources: City of Fort Pierce financial records, St. Lucie County Fire District records, Ft. Pierce Utilities Authority, St. Lucie County School records and Bureau of Business and Economic Research.

City of Fort Pierce, Florida

Net Position by Component

Last Ten Fiscal Years

	Fiscal Year			
	2016	**2015**	**2014**	**2013**
Governmental activities				
Net invested in capital assets	$ 39,077,396	$ $ 37,055,350	$ $ 34,114,524	$ $ 32,136,904
Restricted	5,300,896	6,911,826	7,644,201	3,612,651
Unrestricted	4,960,007	5,825,232	9,166,286	12,820,034
Total government activities net Position	$ 49,338,299	$ $ 49,792,408	$ $ 50,925,011	$ $ 48,569,589
Business type activities				
Net invested in capital assets	$ 69,349,261	$ $ 72,258,131	$ $ 66,234,195	$ $ 65,104,588
Restricted	-	-	-	-
Unrestricted	1,271,085	4,277,533	13,349,535	12,551,494
Total business-type activities net Position	$ 70,620,346	$ $ 76,535,664	$ $ 79,583,730	$ $ 77,656,082
Primary Government				
Net invested in capital assets	$ 108,426,657	$ $ 109,313,481	$ $ 100,348,719	$ $ 97,241,492
Restricted	5,300,896	6,911,826	7,644,201	3,612,651
Unrestricted	6,231,092	10,102,765	22,515,821	25,371,528
Total primary government net Position	$ 119,958,645	$ $ 126,328,072	$ $ 130,508,741	$ $ 126,225,671

Source: Statement of Net Position

Fiscal Year					
2012	2011	2010	2009	2008	2007
$ $ 30,700,782	$ $ 31,066,247	$ $ 28,668,343	$ $ 36,179,711	$ $ 39,596,736	$ $ 34,683,122
4,469,991	7,448,269	7,448,269	6,262,950	8,583,007	8,630,792
14,694,145	13,854,615	18,329,988	13,913,684	9,190,260	8,813,572
$ $ 49,864,918	$ $ 52,369,131	$ $ 54,446,600	$ $ 56,356,345	$ $ 57,370,003	$ $ 52,127,486
$ $ 53,122,423	$ $ 44,669,243	$ $ 45,408,923	$ $ 40,490,367	$ $ 28,158,381	$ $ 29,329,512
-	-	-	-	-	-
13,672,962	13,960,371	10,201,851	12,419,077	18,071,190	10,548,133
$ $ 66,795,385	$ $ 58,629,614	$ $ 55,610,774	$ $ 52,909,444	$ $ 46,229,571	$ $ 39,877,645
$ $ 83,823,205	$ $ 75,735,490	$ $ 77,472,266	$ $ 76,670,078	$ $ 67,755,117	$ $ 64,012,634
4,469,991	7,448,269	7,448,269	6,262,950	8,583,007	8,630,792
28,367,107	27,814,986	25,868,516	26,332,761	27,261,450	19,361,705
$ $ 116,660,303	$ $ 110,998,745	$ $ 110,789,051	$ $ 109,265,789	$ $ 103,599,574	$ $ 92,005,131

City of Fort Pierce, Florida
Changes in Net Position
Last Ten Fiscal Years

	Fiscal Year			
	2016	**2015**	**2014**	**2013**
Expenses				
Government activities:				
General government	$ 10,188,059	$ 9,615,174	$ 9,098,006	$ 9,073,474
Public Safety	15,293,734	15,130,557	14,753,228	14,305,679
Transportation	5,868,560	5,729,773	6,071,542	6,263,011
Economic Environment	1,262,385	1,513,335	1,110,448	1,774,472
Culture and recreation	2,153,169	2,206,744	2,522,271	2,231,912
Interest of long-term debt	4,624,442	3,778,626	3,754,510	3,727,940
Total government activities expenses	$ 39,390,349	$ 37,974,209	$ 37,310,005	$ 37,376,488
Business-type activities				
Solid Waste	$ 5,689,842	$ 5,708,431	$ 5,264,288	$ 4,974,739
Marina	3,512,275	3,344,558	2,610,077	2,605,281
Storm Water	7,939,853	5,658,447	6,130,795	3,368,903
Golf Course	1,510,721	1,574,074	1,587,070	1,658,894
Sunrise Theater	4,595,335	4,440,222	4,080,883	4,223,143
Building Fund	1,194,096	1,175,458	1,014,511	1,004,080
Total business-type activities	$ 24,442,122	$ 21,901,190	$ 20,687,624	$ 17,835,040
Total primary government expenses	$ 63,832,471	$ 59,875,399	$ 57,997,629	$ 55,211,528
Program Revenues				
Governmental activities:				
Charges for services:				
General government	$ 1,180,822	$ 1,107,288	$ 489,335	$ 1,578,442
Public Safety	559,349	478,889	391,592	434,898
Transportation	246,932	116,573	87,391	28,068
Economic Environment	7,296,531	6,047,847	3,904,780	4,876,129
Culture and recreation	166,683	177,797	200,402	126,687
Operating grants and contributions	385,082	1,823,584	4,169,400	1,013,850
Capital grants and contributions	-	527,089	3,599,755	1,635,302
Total governmental activities program revenues	$ 9,835,399	$ 10,279,067	$ 12,842,655	$ 9,693,376
Business-type activities				
Charges for services:				
Solid Waste	$ 6,544,120	$ 6,376,443	$ 6,264,167	$ 6,348,420
Marina	2,856,262	2,196,705	1,737,088	1,800,958
Storm Water	2,708,419	3,259,131	2,707,758	2,598,840
Golf Course	1,235,869	1,373,744	1,417,093	1,418,505
Sunrise Theater	3,342,281	3,539,762	2,959,181	2,887,153
Building Fund	1,360,416	1,231,122	1,276,557	1,053,183
Operating grants and contributions	-	-	-	-
Capital grants and contributions	407,561	1,959,954	7,142,646	13,354,340
Total business-type activities	$ 18,454,928	$ 19,936,861	$ 23,504,490	$ 29,461,399
Total primary government revenues	$ 28,290,327	$ 30,215,928	$ 36,347,145	$ 39,154,775
Net (Expense) Revenue				
Governmental activities	(29,554,950)	(27,695,142)	(24,467,350)	(27,683,112)
Business-type activities	$ (5,987,194)	$ (1,964,329)	$ 2,816,866	$ 11,626,359
Total primary government net expenses	$ (35,542,144)	$ (29,659,471)	$ (21,650,484)	$ (16,056,753)

Fiscal Year					
2012	**2011**	**2010**	**2009**	**2008**	**2007**
$ 9,368,691	$ 9,578,646	$ 11,039,863	$ 12,967,795	$ 15,157,106	$ 13,450,017
13,758,635	13,353,710	14,614,487	16,893,985	16,773,117	16,485,679
6,277,776	6,347,717	7,375,759	6,647,625	7,003,523	7,024,296
3,361,379	2,040,019	6,075,167	7,863,601	7,758,223	9,475,767
2,268,586	2,321,424	2,548,710	2,642,486	2,825,114	2,610,912
3,821,411	3,841,700	3,680,658	4,001,465	3,537,105	2,856,782
$ 38,856,478	$ 37,483,216	$ 45,334,644	$ 51,016,957	$ 53,054,188	$ 51,903,453
$ 5,440,958	$ 5,486,548	$ 5,245,043	$ 4,747,297	$ 5,168,303	$ 5,074,554
2,155,455	2,353,376	2,300,594	2,233,160	2,459,231	2,554,290
3,241,933	3,182,318	2,648,312	2,578,157	2,499,171	2,475,360
1,610,301	1,600,742	1,908,161	1,933,926	1,813,631	1,777,562
4,173,135	3,816,102	3,845,893	4,017,465	3,821,918	3,781,301
951,656	997,636	915,411	-	-	-
$ 17,573,438	$ 17,436,722	$ 16,863,414	$ 15,510,005	$ 15,762,254	$ 15,663,067
$ 56,429,916	$ 54,919,938	$ 62,198,058	$ 66,526,962	$ 68,816,442	$ 67,566,520
$ 451,139	$ 695,767	$ 1,320,108	$ 2,396,587	$ 3,551,313	$ 4,249,283
335,806	338,144	480,040	1,120,931	1,724,209	2,253,572
18,850	102,831	124,853	121,646	259,442	501,618
5,021,998	5,565,047	9,151,126	293,568	507,295	349,130
133,913	132,696	721,037	10,167	78,877	110,719
2,968,721	1,977,408	3,228,715	12,358,009	13,141,206	15,710,657
1,311,204	659,333	510,645	2,966,734	2,086,094	100,000
$ 10,241,631	$ 9,471,226	$ 15,536,524	$ 19,267,642	$ 21,348,436	$ 23,274,979
$ 6,139,701	$ 6,078,244	$ 6,177,815	$ 6,079,811	$ 6,185,722	$ 6,235,950
1,920,455	1,626,788	1,531,036	1,551,310	1,630,162	1,623,322
2,679,764	2,720,486	2,608,393	2,599,139	2,498,258	2,471,274
1,439,569	1,350,526	1,373,150	1,471,253	1,659,221	1,641,172
3,066,474	2,625,109	2,156,753	2,211,941	2,254,689	1,554,963
845,845	976,606	1,044,916	-	-	-
-	-	4,727,554	3,825,307	2,544,073	1,459,848
10,145,196	4,046,662	-	4,208,215	5,164,319	1,524,028
$ 26,237,004	$ 19,424,421	$ 19,619,617	$ 21,946,976	$ 21,936,444	$ 16,510,557
$ 36,478,635	$ 28,895,647	$ 35,156,141	$ 41,214,618	$ 43,284,880	$ 39,785,536
(28,614,847)	(28,011,990)	(29,798,120)	(31,749,315)	(31,705,752)	(27,006,569)
$ 8,663,566	$ 1,987,699	$ 2,756,203	$ 6,436,971	$ 6,174,190	$ 18,032,766
$ (19,951,281)	$ (26,024,291)	$ (27,041,917)	$ (25,312,344)	$ (25,531,562)	$ (8,973,803)

General Revenues and Other Changes in Net Position

	Fiscal Year			
	2016	**2015**	**2014**	**2013**
Governmental Activities:				
Taxes				
Ad valorem tax	$ 13,171,397	$ 11,882,126	$ 11,958,161	$ 10,082,823
General Sales and use tax	2,082,894	2,072,741	2,084,479	2,183,003
Utility service and franchise	4,261,492	4,209,187	4,213,534	4,456,865
State Revenue Sharing	1,323,800	1,282,595	1,211,575	1,166,983
Additional one-cent sales tax	1,666,089	1,603,223	1,495,885	1,378,666
Unrestricted grants and contributions	302,837	265,449	248,113	249,148
Component unit transfer	5,809,302	5,735,240	5,605,157	5,365,879
Miscellaneous	201,096	259,054	91,884	346,124
Investment earnings	305,599	166,607	193,528	243,884
Special Item-Sale of Land		-		
Transfers	(23,665)	847,537	815,331	914,408
Total government activities	$ 29,100,841	$ 28,323,759	$ 27,917,647	$ 26,387,783
Business-type activities				
Investment earnings	$ 48,211	$ 34,799	$ 44,148	$ 64,567
Insurance proceeds-unrestricted				
Miscellaneous				84,179
Transfers	23,665	(847,537)	(815,331)	(914,408)
Total business-type activities	$ 71,876	$ (812,738)	$ (771,183)	$ (765,662)
Total primary government	$ 29,172,717	$ 27,511,021	$ 27,146,464	$ 25,622,121
Change in Net Position				
Governmental Activities	$ (454,109)	$ 628,617	$ 3,450,297	$ (1,295,329)
Business-type activities	(5,915,318)	(2,777,067)	2,045,683	10,860,697
Total primary government	$ (6,369,427)	$ (2,148,450)	$ 5,495,980	$ 9,565,368

Source: Statement of Activities

	Fiscal Year					
	2012	**2011**	**2010**	**2009**	**2008**	**2007**
$	10,009,972	$ 11,144,640	$ 11,867,277	$ 14,476,029	$ 15,983,798	$ 15,708,542
	2,268,673	2,326,799	2,334,521	2,523,926	2,408,440	2,586,791
	4,708,357	4,656,869	4,771,753	4,886,723	4,729,859	4,361,022
	1,153,572	1,149,797	1,146,272	1,148,859	1,167,446	1,371,713
	1,330,114	1,387,116	1,333,339	1,353,418	1,550,221	1,715,029
	241,799	241,312	262,634	276,943	345,472	345,742
	4,767,268	4,925,280	4,853,329	5,045,811	4,951,964	4,208,790
	196,028	202,640	286,804	237,912	521,986	300,424
	191,827	194,349	249,136	273,147	1,202,125	1,949,595
	-	-	-	-	3,207,299	-
	1,243,024	(294,281)	783,310	512,889	879,659	(995,257)
$	26,110,634	$ 25,934,521	$ 27,888,375	$ 30,735,657	$ 36,948,269	$ 31,552,391
$	79,883	$ 87,750	$ 122,060	$ 142,244	$ 620,760	$ 1,141,317
		-	-	-	-	-
	665,346	654,803	606,377	613,547	436,635	453,974
	(1,243,024)	294,281	(783,310)	(512,889)	(879,659)	995,257
$	(497,795)	$ 1,036,834	$ (54,873)	$ 242,902	$ 177,736	$ 2,590,548
$	25,612,839	$ 26,971,355	$ 27,833,502	$ 30,978,559	$ 37,126,005	$ 34,142,939
$	(2,504,213)	$ (2,077,469)	$ (1,909,745)	$ (1,013,658)	$ 5,242,517	$ 2,923,917
	8,165,771	3,024,533	2,701,330	6,679,873	6,351,926	20,623,314
$	5,661,558	$ 947,064	$ 791,585	$ 5,666,215	$ 11,594,443	$ 23,547,231

City of Fort Pierce, Florida
Fund Balances, Government Funds
Last Ten Fiscal Years

	Fiscal Year			
	2016	**2015**	**2014**	**2013**
General Fund				
Nonspendable	$ 316,714	$ 74,213	$ 295,821	$ 78,134
Restricted		-	-	-
Committed	550,000	550,000	723,134	1,219,933
Assigned	3,582,326	3,582,326	3,404,652	3,232,604
Unassigned	403,281	255,096	(126,374)	(286,355)
Unreserved	-	-	-	-
Total General Fund	$ 4,852,321	$ 4,461,635	$ 4,297,233	$ 4,244,316
All Other Government Funds				
Special Revenue:				
Restricted	$ 4,445,596	$ 2,493,441	$ 2,339,723	$ 1,184,459
Nonspendable	16,573	-	18,429	1,084
Assigned	184,984	184,984	184,984	190,062
Committed	-	290,254	130,783	946,613
Debt Service:				
Restricted	2,974,093	3,750,413	3,722,988	991,103
Capital projects:				
Restricted	2,326,803	3,161,413	3,921,213	2,621,548
Total all other governmental funds	$ 9,948,049	$ 9,880,505	$ 10,318,120	$ 5,934,869
Total governmental and general funds	$ 14,800,370	$ 14,342,140	$ 14,615,353	$ 10,179,185

* Implementation of GASB 54 in 2011

Source: Balance Sheet Governmental Funds

	Fiscal Year					
	2012	**2011**	**2010**	**2009**	**2008**	**2007**
$	260,206	$ 415,980	$ -	$ -	$ -	$ -
	-	-	-	-	-	-
	1,219,933	894,680	-	-	3,000,000	-
	3,232,604	3,222,160	-	-	-	-
	95,628	565,717	-	-	-	-
	-	-	4,149,368	4,525,073	4,868,200	4,837,799
$	4,808,371	$ 5,098,537	$ 4,149,368	$ 4,525,073	$ 7,868,200	$ 4,837,799
$	1,434,093	$ 1,867,420	$ 2,196,502	$ 662,216	$ 3,495,240	$ 3,528,819
	16,437	16,591	-	-	-	-
	190,062	190,062	-	-	-	-
	544,490	567,140	-	-	-	-
	1,561,513	2,168,777	3,416,600	2,492,069	6,044,864	6,928,848
	2,908,478	3,077,881	4,031,669	8,225,425	7,273,739	13,868,386
$	6,655,073	$ 7,887,871	$ 9,644,771	$ 11,379,710	$ 16,813,843	$ 24,326,053
$	11,463,444	$ 12,986,408	$ 13,794,139	$ 15,904,783	$ 24,682,043	$ 29,163,852

City of Fort Pierce, Florida
Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years

	Fiscal Year			
	2016	**2015**	**2014**	**2013**
Revenues				
Taxes	$ 19,515,783	$ 18,164,053	$ 18,256,174	$ 16,722,691
Licenses, fees and permits	374,499	435,346	333,806	327,558
Intergovernmental	9,899,947	10,661,557	15,104,540	11,384,520
Charges for services	288,911	261,508	226,708	215,829
Fines and penalties	301,765	245,930	202,277	222,445
Contributions from component units	5,809,302	5,735,240	5,605,157	5,365,879
Investment earnings	305,599	166,607	193,528	243,884
Other revenues	5,088,808	3,656,005	4,734,719	2,977,234
Total revenues	$ 41,584,614	$ 39,326,246	$ 44,656,909	$ 37,460,040
Expenditures				
General government	10,409,135	10,013,455	10,151,988	9,764,941
Public safety	13,870,188	13,873,313	14,032,891	13,453,506
Transportation	2,747,800	2,684,573	3,122,509	3,089,871
Economic environment	1,182,662	1,434,987	1,033,042	1,735,007
Culture and recreation	1,902,214	1,948,803	2,150,857	1,968,202
Capital outlay	3,253,508	3,575,611	10,185,718	3,765,513
Debt service:				
Principal	3,788,108	3,151,895	2,718,000	2,168,000
Interest	3,935,165	3,760,086	3,647,762	3,709,460
Other	552,254	4,273	72,534	4,207
Total expenditures	$ 41,641,034	$ 40,446,996	$ 47,115,301	$ 39,658,707
Excess of Revenues over and (under) expenditures	$ (56,420)	$ (1,120,750)	$ (2,458,392)	$ (2,198,667)
Other Financing sources (Uses)				
Transfers in	$ 10,826,011	$ 13,675,604	$ 14,954,554	$ 11,239,805
Transfers out	(10,982,301)	(12,828,067)	(14,139,223)	(10,325,397)
Issuance of debt	-	-	-	-
Discount on issuance of debt	-	-	-	-
Proceeds from refunding	59,370,000	-	6,079,229	-
Total other financing	-	-	-	-
Payment on Current Refunding	(17,400,000)	-	-	-
Payment on Advance Refunding	(41,299,060)	-	-	-
Total sources (uses)	$ 514,650	$ 847,537	$ 6,894,560	$ 914,408
Net change in fund balances	$ 458,230	$ (273,213)	$ 4,436,168	$ (1,284,259)
Debt service as a percentage of non capital expenditures	20.1%	18.7%	17.2%	16.4%

SOURCE: Statement of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year					
2012	**2011**	**2010**	**2009**	**2008**	**2007**
$ 16,987,002	$ 18,128,308	$ 18,973,552	$ 21,886,678	$ 23,122,097	$ 22,656,355
353,390	465,984	393,408	946,089	1,629,310	1,997,284
11,338,211	9,157,273	12,180,543	16,068,886	18,493,398	19,422,168
195,748	180,180	74,964	93,280	85,260	94,256
193,114	207,067	350,920	521,193	475,811	536,872
4,767,268	4,925,280	4,853,329	5,045,811	4,951,964	4,208,790
196,028	202,640	286,804	237,912	1,202,125	1,949,595
2,799,953	3,490,107	2,970,580	3,844,946	5,272,877	6,168,564
$ 36,830,714	$ 36,756,839	$ 40,084,100	$ 48,644,795	$ 55,232,842	$ 57,033,884
10,351,426	10,158,774	12,178,323	14,914,645	16,553,623	15,393,131
12,972,368	12,555,394	13,918,785	16,191,118	15,842,453	15,659,093
3,058,459	2,981,763	3,130,854	3,783,786	3,794,313	3,960,131
3,277,492	1,944,850	6,042,952	7,759,398	7,439,327	9,356,712
1,943,145	1,988,264	2,144,593	2,389,376	2,729,348	2,317,515
2,383,608	2,118,083	3,642,606	6,236,137	12,115,028	38,092,574
1,820,000	1,695,000	1,645,484	1,887,041	1,777,174	4,024,196
3,761,440	3,813,474	3,644,993	3,821,412	3,501,542	2,522,186
28,763	14,687	419,481	912,131	48,800	279,233
$ 39,596,701	$ 37,270,289	$ 46,768,071	$ 57,895,044	$ 63,801,608	$ 91,604,771
$ (2,765,987)	$ (513,450)	$ (6,683,971)	$ (9,250,249)	$ (8,568,766)	$ (34,570,887)
$ 10,639,613	$ 6,319,305	$ 13,083,132	$ 18,338,952	$ 11,573,501	$ 11,088,614
(9,396,589)	(6,613,586)	(12,313,489)	(17,105,170)	(10,693,843)	(12,083,871)
-	-	459,099	-	-	30,150,000
-	-	-	(450,795)	-	-
-	-	11,308,143	29,840,000	-	-
-	-	-	-	-	-
-	-	(7,963,557)	(30,150,000)	-	-
-	-	-	-	-	-
$ 1,243,024	$ (294,281)	$ 4,573,328	$ 472,987	$ 879,658	$ 29,154,743
$ (1,522,963)	$ (807,731)	$ (2,110,643)	$ (8,777,262)	3,207,299 $ (4,481,809)	$ (5,416,144)
15.0%	15.7%	12.3%	11.1%	10.2%	12.2%

City of Ft. Pierce. Florida
Changes In Net Position
Last Ten Fiscal Years

	Fiscal Year			
	2016	**2015**	**2014**	**2013**
Additions				
Employer	$ 4,211,312	$ 4,093,268	$ 4,356,127	$ 4,266,803
Employees	2,005,283	1,925,831	1,943,411	1,920,330
State	302,837	265,449	248,113	249,148
Other	-	-	-	-
Investment income (net of expenses)	$ 17,392,106	$ 2,511,123	$ 17,721,192	$ 21,583,070
Total additions to plan net position	$ 23,911,538	$ 8,795,671	$ 24,268,843	$ 28,019,351
Deductions				
Benefit payments	$ 13,389,859	$ 12,959,826	$ 12,606,823	$ 11,993,098
Refunds	786,340	408,937	440,758	585,930
Administrative expenses	204,174	153,522	176,528	134,550
Fire District Asset Withdrawal	-	-	-	-
Other expenses	19,406	21,601	20,829	19,416
Total deductions from plan net position	$ 14,399,779	$ 13,543,886	$ 13,244,938	$ 12,732,994
Change in net position	$ 9,511,759	$ (4,748,215)	$ 11,023,905	$ 15,286,357

Source: Combining Statement of Changes in Fiduciary Funds Net Position

Fiscal Year						
2012	**2011**	**2010**	**2009**	**2008**	**2007**
$ 3,566,751	$ 3,181,446	$ 3,377,350	$ 3,580,089	$ 4,053,604	$ 6,475,387
1,874,591	1,738,084	1,929,755	2,168,561	2,122,748	2,045,601
241,799	241,312	262,634	276,943	345,472	345,472
-	-	-	-	-	699
$ 26,881,779	$ 1,482,590	$ 14,806,065	$ 4,352,746	$ (23,183,079)	$ 30,501,473
$ 32,564,920	$ 6,643,432	$ 20,375,804	$ 10,378,339	$ (16,661,255)	$ 39,368,632
$ 10,874,268	$ 10,413,658	$ 9,727,760	$ 7,160,364	$ 6,833,788	$ 8,751,479
346,839	274,419	496,099	443,021	306,553	312,244
129,911	141,620	198,932	186,494	126,355	127,238
-	-	-	-	-	98,084,291
18,992	19,122	18,218	18,479	19,984	23,403
$ 11,370,010	$ 10,848,819	$ 10,441,009	$ 7,808,358	$ 7,286,680	$ 107,298,655
$ 21,194,910	$ (4,205,387)	$ 9,934,795	$ 2,569,981	$ (23,947,935)	$ (67,930,023)

City of Fort Pierce, Florida
Assessed Value and Actual Value of Taxable Property
Last Ten Years

Fiscal Year Ended September 30,	Real Property	Personal Property	Centrally Assessed Property
2016	$ 2,519,792,781	$ 201,769,117	$ 9,950,405
2015	2,420,424,296	178,560,253	8,259,241
2014	2,369,027,251	196,294,919	7,180,208
2013	2,375,689,997	192,499,439	7,381,630
2012	2,463,908,875	209,865,288	7,135,634
2011	2,582,341,713	241,596,029	6,734,681
2010	2,539,072,299	183,522,400	11,900,267
2009	2,873,362,731	205,905,211	18,164,297
2008	3,002,624,903	214,832,817	14,072,164
2007	2,702,985,715	181,290,747	11,355,976

Note: Property in the City of Fort Pierce is reassessed each year. Property is assessed at actual value; therefore, the assessed values are equal to actual value. Tax rates are per $1000 of assessed value.

Less: Exemption	Total Taxable Assessed Value	Total Direct Tax Rate
$ 744,102,164	$ 1,987,410,139	6.9000
718,951,717	1,888,292,073	6.5786
707,506,816	1,864,995,562	6.6050
707,571,187	1,867,999,879	5.7131
707,684,181	1,973,225,616	5.4674
696,878,963	2,133,793,460	5.4674
441,744,364	2,292,750,602	5.4674
286,847,886	2,810,584,353	5.4674
169,294,535	3,062,235,349	5.4674
161,885,441	2,733,746,997	5.9823

City of Fort Pierce, Florida
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years

Fiscal Year	County Parks MSTU	Co Public Transit MSTU	Erosion District E	Law Enf. Jail, Judicial Sys	Co General Revenue Fund	St. Lucie County Port Bond	Childrens Services Council	St Lucie Co Fire District
2016	0.2313	0.1269	0.0925	3.2699	4.1273	0.0154	0.4765	3.0000
2015	0.2313	0.1269	0.0925	3.2699	3.7764	0.0154	0.4765	3.0000
2014	0.2313	0.1269	0.0925	3.9699	2.9221	0.0154	0.4872	3.0000
2013	0.2313	0.1269	0.0925	3.9699	2.9221	0.0154	0.4872	2.6500
2012	0.2313	0.1269	0.0925	3.9699	2.9221	0.0154	0.4872	2.6500
2011	0.2313	0.1269	0.0925	3.9699	2.8707	0.0154	0.4872	2.4839
2010	0.2313	0.0833	0.0925	3.3957	2.7694	0.0154	0.4872	2.2000
2009	0.2313	0.0833	0.0925	2.5478	3.6173	0.0154	0.3858	2.2000
2008	0.2313	0.0833	0.0925	1.9352	4.2299	0.0144	0.3858	2.2000
2007	0.2500	0.0900	0.1000	2.3778	4.2734	0.0154	0.3915	2.4562

Source: St. Lucie County Property Appraisers Office

FL Inland Navigation Dist	City of Fort Pierce	County School District	Mosquito Control	S FL Water Mgmt District	Beach Bond	Environ Signif Land Bond	Everglades Constructio n Project	Total
0.0320	6.9000	7.2830	0.2413	0.3551	-	-	-	26.1512
0.0345	6.5786	7.2410	0.2522	0.3842	-	-	-	25.4794
0.0345	6.6050	7.2570	0.4065	0.4110	-	-	-	25.5593
0.0345	5.7131	7.7710	0.2036	0.4289	-	-	-	24.6464
0.0345	5.4674	7.8780	0.2036	0.4363	-	-	-	24.5151
0.0345	5.4674	8.1770	0.2036	0.5346	-	0.0459	0.0894	24.8302
0.0345	5.4674	7.6760	0.2036	0.5346	-	0.0459	0.0894	23.3262
0.0345	5.4674	7.6850	0.2036	0.5346	-	0.0459	0.0894	23.2338
0.0345	5.4674	7.4900	0.2036	0.5340	-	0.0776	0.0894	23.0689
0.0385	5.9823	7.7370	0.2200	0.5970	-	0.0823	0.1000	24.7114

City of Fort Pierce, Florida
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended September 30,	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy	
		Amount	Percentage of Levy
2016	$ 13,439,692	$ 13,134,433	97.73%
2015	12,437,017	11,869,802	95.44%
2014	12,386,111	11,676,648	94.27%
2013	10,736,076	10,021,382	93.34%
2012	10,846,887	10,009,972	92.28%
2011	11,436,942	10,792,465	94.36%
2010	12,535,385	11,702,832	93.36%
2009	15,366,589	14,264,294	92.83%
2008	16,742,466	15,932,420	95.16%
2007	16,354,095	15,588,897	95.32%

Sources: City of Fort Pierce Finance Records,
St. Lucie County Tax records DR420

Collections in Subsequent Years	Total Collections to Date	
	Amount	Percentage of Levy
$ 36,964	$ 13,171,397	98.00%
12,303	11,882,105	95.54%
279,204	11,955,852	96.53%
61,442	10,082,823	93.92%
46,554	10,056,526	92.71%
165,634	10,958,099	95.81%
164,012	11,866,843	94.67%
211,647	14,475,940	94.20%
51,378	15,983,798	95.47%
119,645	15,708,542	96.05%

City of Fort Pierce, Florida
Principal Revenue Payers - Property Tax
Current Year and Nine Years Ago

	2016		
Taxpayer	**Taxable Assessed Value**	**Rank**	**Percentage of Total City Taxable Assessed Value**
Wal-Mart Stores East Inc	53,105,424	1	2.67209%
HCA	28,274,543	2	1.42268%
Bellsouth Telecommunications	24,349,823	3	1.22520%
Ehden NV	20,156,141	4	1.01419%
Destin Beach Inc	19,568,528	5	0.98462%
Lawnwood Medical Center	19,219,322	6	0.96705%
Landings Fort Pierce LLC	15,881,130	7	0.79909%
Woods Family Limited Ptnr II	10,978,691	8	0.55241%
Treasure Cay Properties LLC.	10,472,978	9	0.52697%
Waste Pro of Florida, Inc.	9,942,189	10	0.50026%
Riverfront Development, LC			
G Flash GP, Inc (TR)			
S Florida Properties (2) LLC			
Lennar Homes nc			
Fort Pierce Homes, LLC			
Total	$ 211,948,767		10.6646%

* Total assessed valuation is $ 1,987,410,139

2007		
Taxable Assessed Value	**Rank**	**Percentage of Total City Taxable Assessed Value**
33,489,064	3	1.2250%
51,246,470	1	1.8746%
17,982,430	7	0.6578%
33,535,766	2	1.2267%
16,010,774	9	0.5857%
24,636,785	4	0.9012%
18,688,499	6	0.6836%
18,826,551	5	0.6887%
17,489,515	8	0.6398%
15,574,705	10	0.5697%
$ 247,480,559		9.0528%

$ 2,733,746,997

City of Fort Pierce, Florida
State Revenue Sharing Funds
Last Ten Fiscal Years

Fiscal Year	State Revenue Sharing	1/2 Cent Sales Tax	Mobile Home License	Beverage License	Fuel Tax Refund	Total Receipts
2016	$ 1,323,800	$ 1,666,089	$ 38,013	$ 36,752	$ 53,354	$ 3,118,008
2015	1,282,595	1,603,223	39,544	41,793	62,255	3,029,410
2014	1,211,575	1,495,885	36,372	39,118	54,071	2,837,021
2013	1,166,983	1,378,666	36,427	50,183	59,449	2,691,708
2012	1,153,572	1,330,114	37,212	32,681	57,159	2,610,738
2011	1,149,797	1,387,116	32,695	30,989	52,131	2,652,727
2010	1,146,272	1,333,339	30,890	32,418	57,563	2,600,482
2009	1,148,859	1,353,418	28,446	34,100	65,126	2,629,949
2008	1,167,446	1,550,221	24,896	32,598	48,950	2,824,110
2007	1,371,713	1,715,029	28,099	30,407	53,167	3,198,414

Source: City of Fort Pierce Finance Records

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City of Fort Pierce, Florida
Fort Pierce Redevelopment Agency
Taxable Value Of Eeac District
Last Ten Fiscal Years

AGENCY			Fiscal Year 2016	2015	2014	2013
City of Fort Pierce						
CRA 1	(Res 82-25)	*	47,636,647	48,076,622	49,234,611	51,157,598
CRA 2	(Res 95-89)		2,742,460	2,742,460	2,591,500	2,477,100
CRA 3	(Res 96-15)		3,853,477	3,853,477	3,173,700	3,467,600
CRA 4	(Res 01-98)	*	589,287,949	592,159,262	561,639,632	561,948,017
	CFP Total		**643,520,533**	**646,831,821**	**616,639,443**	**619,050,315**
St. Lucie County						
CRA 1	(Res 82-25)	**	47,840,681	49,841,776	49,765,511	52,074,098
CRA 2	(Res 95-89)		2,742,460	2,639,810	2,591,500	2,477,100
CRA 3	(Res 96-15)		3,853,477	3,225,300	3,173,700	3,467,600
CRA 4	(Res 01-98)	**	586,114,655	571,482,215	558,849,211	559,212,624
	SLC Total		**640,551,273**	**627,189,101**	**614,379,922**	**617,231,422**
SLC Fire District						
CRA 1	(Res 82-25)		-	-	-	-
CRA 2	(Res 95-89)		-	-	-	-
CRA 3	(Res 96-15)		-	-	-	-
CRA 4	(Res 01-98)		-	-	-	-
	SLC Fire Total		**-**	**-**	**-**	**-**

* City with historic but no senior exemption
** County with senior but no historic exemption
*** Last year Fire Department Paid TIF

Fiscal Year						
2012	**2011**	**2010**	**2009**	**2008**		**2007**
54,952,729	56,168,470	70,131,326	62,234,031	65,332,302		64,773,379
2,590,239	2,820,864	3,011,140	3,468,650	3,646,427		3,490,495
3,832,104	3,822,122	3,985,240	4,547,200	3,921,700		3,433,700
577,410,385	609,706,475	705,029,914	869,644,929	1,020,903,984		945,805,234
638,785,457	**672,517,931**	**782,157,620**	**939,894,810**	**1,093,804,413**		**1,017,502,808**
55,982,929	57,710,070	71,885,126	64,496,546	66,948,502		66,414,579
2,590,239	2,820,864	3,011,140	3,468,650	3,646,427		3,490,495
3,832,104	3,822,122	3,985,240	4,547,200	3,921,700		3,433,700
574,247,439	606,278,371	701,361,001	866,035,908	1,017,625,788		943,199,980
636,652,711	**670,631,427**	**780,242,507**	**938,548,304**	**1,092,142,417**		**1,016,538,754**
-	-	-	-	-		66,414,579
-	-	-	-	-		3,490,495
-	-	-	-	-		3433700
-	-	-	-	-		945,858,934
-	**-**	**-**	**-**	**-**	***	**1,019,197,708**

City of Fort Pierce, Florida
Legal Debt Margin Information
September 30, 2016

	Fiscal Year			
	2016	**2015**	**2014**	**2013**
Debit Limit	$ 67,000,000	$ 67,000,000	$ 67,000,000	$ 67,000,000
Total Net Debt Applicable to Limit *	60,736,702	59,086,556	61,940,246	53,835,180
Debit Margin	$ 6,263,298	$ 7,913,444	$ 5,059,754	$ 13,164,820
Total net debt applicable to the limit as a percentage of debt limit	90.652%	88.189%	92.448%	80.351%

* Includes all net long-term debt except for debt issued by the Community Redevelopment Agency.

NOTE: The City Charter does not set a limit of bond indebtedness as a percentage of assessed valuation. The Charter does allow the City to borrow an aggregate of $67,000,000.

City of Fort Pierce
Direct and Overlapping Governmental Activities Debt
September 30, 2016

Governmental Unit	**Debt Outstanding**	**Estimated Percentage Applicable ***	**Estimated Share of Overlapping Debt**
Debt repaid with property taxes			
St. Lucie County	$ 20,000	7.3562%	$ 1,471
Other Debt			
St. Lucie County	9,200,000	0.00%	-
Subtotal, overlapping debt			$ 1,471
City direct debt			93,639,702
Total direct and overlapping debt			$ 93,641,173

Sources: St. Lucie County
* The percent applicable to the City is calculated using property taxable value ratios

	Fiscal Year					
	2012	**2011**	**2010**	**2009**	**2008**	**2007**
$	67,000,000	$ 67,000,000	$ 67,000,000	$ 67,000,000	$ 67,000,000	$ 67,000,000
	59,250,000	60,480,000	61,655,000	59,002,378	61,054,320	62,741,731
$	7,750,000	$ 6,520,000	$ 5,345,000	$ 7,997,622	$ 5,945,680	$ 4,258,269
	88.433%	90.269%	92.022%	88.063%	91.126%	93.644%

City of Fort Pierce. Florida
Ratio of Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities		
Fiscal Year	**Redevelop-ment Bonds**	**Sales Tax Increment Bonds**	**Non-ad Valorum**
2016	$ 32,000,000	$ -	$ 42,296,369
2015	30,330,000	-	43,419,477
2014	31,670,000	-	40,192,143
2013	32,875,000	-	40,665,143
2012	34,080,000	490,000	41,138,143
2011	35,240,000	965,000	41,323,143
2010	36,305,000	1,420,000	41,498,143
2009	37,260,000	1,865,000	37,843,627
2008	38,120,000	2,295,000	38,750,668
2007	38,900,000	2,715,000	39,327,842

Source: City of Fort Pierce Financial Statements

Business-Type Activities						
Marina	Storm water	Solid Waste	Total Primary Government	Percentage of Personal Income	Per Capita	
$ 5,598,333	$ 13,745,000	$ -	$ 93,639,702	8.21%	2,105	
5,827,371	13,935,000	-	93,511,848	8.12%	2,145	
1,846,857	14,570,000	-	88,279,000	7.39%	2,049	
1,846,857	15,185,000	-	90,572,000	6.72%	2,178	
1,846,857	15,775,000	-	93,330,000	7.20%	2,226	
1,846,857	16,345,000	-	95,720,000	6.13%	2,270	
1,846,857	16,890,000	-	97,960,000	6.25%	2,355	
1,846,857	17,420,000	26,894	96,262,377	6.81%	2,188	
2,026,292	17,930,000	52,360	99,174,320	6.79%	2,242	
2,202,253	18,420,000	76,636	101,641,731	6.54%	2,420	

City of Fort Pierce, Florida
Pledged Revenue Coverage
Last Ten Fiscal Years

Governmental Activities

Non-ad Valorum Bonds

Fiscal Year	Revenue [1]	Less: Operating Expenses [2]	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2016	$ 28,281,049	$ 16,693,090	$ 11,587,959	$ 964,608	$ 1,345,608	5.02
2015	29,088,947	16,279,220	12,809,727	$ 1,255,000	2,038,348	3.89
2014	30,042,740	15,262,366	14,780,374	1,185,000	2,105,055	4.49
2013	27,430,244	14,139,760	13,290,484	190,000	2,112,561	5.77
2012	25,997,176	14,636,799	11,360,377	185,000	2,119,967	4.93
2011	28,044,024	15,161,178	12,882,846	175,000	2,140,511	5.56
2010	28,489,194	16,775,024	11,714,170	4,948,143	519,172	2.14
2009	30,514,244	23,275,607	7,238,637	525,566	395,178	7.86
2008	35,447,510	21,659,477	13,788,033	509,038	415,115	14.92
2007	36,149,522	20,611,287	15,538,235	2,495,759	350,247	5.46

Revenue Sharing Bonds

Fiscal Year	Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2016	$ ***	$ ***	$ ***	$ ***	$ ***	***
2015	***	***	***	***	***	***
2014	***	***	***	***	***	***
2013	***	***	***	***	***	***
2012	***	***	***	***	***	***
2011	***	***	***	***	***	***
2010	***	***	***	***	***	***
2009	***	***	***	***	***	***
2008	***	***	***	***	***	***
2007	1,371,713	-	1,371,713	238,437	4,828	5.64

Redevelopment Bonds [3]

Fiscal Year	Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2016	$ 6,741,105	$ 2,949,898	$ 3,791,207	$ 2,540,500	$ 1,487,856	0.94
2015	7,461,479	4,225,896	3,235,583	1,295,000	1,432,781	1.19
2014	8,321,415	5,173,422	3,147,993	1,205,000	1,479,406	1.17
2013	5,453,289	2,523,697	2,929,592	1,205,000	1,524,331	1.07
2012	5,294,961	2,683,020	2,611,941	1,160,000	1,567,581	0.96
2011	5,771,580	2,501,344	3,270,236	1,065,000	1,610,181	1.22
2010	6,641,872	3,904,610	2,737,262	955,000	1,644,400	1.05
2009	9,653,380	7,081,139	2,572,241	800,000	1,677,713	1.04
2008	9,211,436	5,445,421	3,766,015	780,000	1,704,663	1.52
2007	10,488,287	4,874,975	5,613,312	880,000	1,377,048	2.49

Sales Tax Increment Bonds

Fiscal Year	Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2016	$ 1,666,089	$ -	$ 1,666,089	$ -	$ -	-
2015	1,603,223	-	1,603,223	-	-	-
2014	1,495,886	-	1,495,886	-	-	-
2013	1,378,666	-	1,378,666	490,000	9,800	2.76
2012	1,330,144	-	1,330,144	475,000	28,506	2.64
2011	1,387,116	-	1,387,116	455,000	45,375	2.77
2010	1,333,339	-	1,333,339	445,000	60,569	2.64
2009	1,353,418	-	1,353,418	430,000	73,981	2.69
2008	1,550,221	-	1,550,221	420,000	85,412	3.07
2007	1,715,029	-	1,715,029	410,000	94,763	3.40

Business Activities [4]

Marina Bonds

Fiscal Year	Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2016	$ 2,857,861	$ 2,543,748	$ 314,113	$ 229,038	$ 245,716	0.66
2015	2,203,948	2,183,515	20,433	229,038	223,573	0.05
2014	1,749,369	1,666,599	82,770	-	92,343	0.90
2013	1,812,467	1,754,527	57,940	-	92,343	0.63
2012	1,938,537	1,737,132	201,405	-	92,343	2.18
2011	2,038,173	1,751,506	286,667	-	95,421	3.00
2010	1,900,066	1,798,215	101,851	-	42,903	2.37
2009	2,003,613	1,743,047	260,566	189,243	95,082	0.92
2008	2,079,777	1,919,150	160,627	355,396	102,024	0.35
2007	2,345,683	1,935,606	410,077	474,600	106,475	0.71

Storm Water Bonds

Fiscal Year	Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2016	$ 2,747,322	$ 6,626,201	$ (3,878,879)	$ 665,000	$ 542,329	(3.21)
2015	2,693,352	1,521,214	1,172,138	635,000	628,375	0.93
2014	2,718,550	2,538,854	179,696	635,000	657,605	0.14
2013	2,598,840	1,249,161	1,349,679	615,000	679,336	1.04
2012	2,736,435	1,153,251	1,583,184	590,000	703,935	1.22
2011	2,768,553	1,010,332	1,758,221	570,000	724,835	1.36
2010	2,702,779	899,894	1,802,885	545,000	747,510	1.39
2009	2,704,100	1,136,105	1,567,995	530,000	769,811	1.21
2008	2,905,459	1,034,076	1,871,383	510,000	787,460	1.44
2007	3,159,400	1,040,355	2,119,045	660,000	800,223	1.45

Solid Waste Bonds

Fiscal Year	Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2016	$ 6,544,121	$ 5,880,050	$ 664,071	$ ***	***	***
2015	6,378,368	5,411,167	967,201	***	***	***
2014	6,266,635	4,928,031	1,338,604	***	***	***
2013	6,369,346	4,579,691	1,789,655	***	***	***
2012	6,798,039	5,017,166	1,780,873	***	***	***
2011	6,085,349	4,792,160	1,293,189	***	***	***
2010	6,187,890	4,765,265	1,422,625	26,894	740	51.48
2009	6,093,789	4,276,617	1,817,172	26,894	2,919	60.95
2008	6,290,401	4,694,220	1,596,181	24,276	3,547	57.37
2007	6,308,113	4,623,832	1,684,281	23,086	2,662	65.42

*** No bonds outstanding

[1] Reveunes: Less Grants, Capital leases, Transfers. Also, Restricted Reveunes, Local Option Gas Tax and Impact Fees

[2] Expenses: Governmental Expenditures and Public Safety Debt Financed from the Sources, and Ad Valorum Credit which started in 2004

[3] Funded by (TIF) Tax Increment Funds

[4] Statement of Revenues, Expenses and Changes in Fund Net Position-Proprietary Funds
Total Operating Revenues + Total non-operating revenues (expenses) less
Total operating expenses (less depr)

Note: Non Ad Valorum Debt: 2001 & 2002 the City of Fort Pierce paid before maturity 2.5 million in Long-Term Debt

City of Fort Pierce, Florida
Demopgraphic and Economic Statistics
Last Ten Calendar Year

Calender Year	City of Ft. Pierce Population	Personal Income	Median Household Income *	School Enrollment**	Unemployment Rate
2016	44,484	1,140,347,340	25,635	41,589	8.4%
2015	43,601	1,151,676,814	26,414	40,764	10.4%
2014	43,074	1,193,968,206	27,719	40,951	13.7%
2013	42,645	1,347,496,710	31,598	45,781	10.1%
2012	41,993	1,296,281,917	30,869	46,453	10.9%
2011	42,169	1,561,500,000	37,030	44,294	13.0%
2010	41,590	1,566,650,000	37,669	45,188	14.1%
2009	44,000	1,413,500,000	32,125	41,261	14.1%
2008	44,227	1,460,160,000	33,015	39,994	10.0%
2007	42,000	1,554,000,000	37,000	37,380	6.4%

Source:

***** U. S. Department of Commerce, Bureau of Economic Analysis (FRED)

****** St. Lucie County School Board (Countywide)

City of Fort Pierce, Florida
Principal Employers
Current Year and Nine Years Ago

Employer*	2016 Employees *	2016 Rank	2016 Percentage of Total County Employment Within the City Limits	2007 Employees *	2007 Rank	2007 Percentage of Total County Employment Within the City Limits
School Board of St Lucie County	5,416	1	7.69%	4,597	1	8.83%
Indian River State College	2,400	2	3.41%	1,547	3	2.97%
Lawnwood Regional Medical Ctr & Heart Institute	1,339	3	1.90%	1,082	5	2.08%
Wal-Mart Distribution Center	890	5	1.26%	2790	2	5.36%
St. Lucie County	658	7	0.93%	982	7	1.89%
St. Lucie County Fire District	434	6	0.62%			
City of Fort Pierce	335	6	0.48%			
Tropicana Products Inc	275	8	0.39%			
Fort Pierce Utilities Authority	268	9	0.38%			
United States Postal Service	235	10	0.33%			
Publix Supermarkets				1163	4	2.23%
Riverside Bank				1,023	6	1.97%
Harbor Federal Savings & Loan				699	8	1.34%
Home Depot				425	9	0.82%
New Horizons - Treasure Coast				398	10	0.76%
Total	12,250		17.39%	14,706		28.25%
* Total industry jobs in St. Lucie County 2015	70,426			52,051		

Sources: Economic Development Council (EDC) of St. Lucie County
Florida Department of Economic Opportunity

* Total industry job information is for St. Lucie County; specific City only data is not available. The information uses the most recent EDC data, 2016 is not available at this time.

City of Fort Pierce, Florida
Full-time Equivalent City Government Employees by Function/ Program
Last Ten Fiscal Years

	Fiscal Year			
Function / Program	**2016**	**2015**	**2014**	**2013**
Primary government:				
Government activities:				
General government	65.5	68.0	69.0	69.0
Public safety	166.5	167.0	164.0	164.0
Transportation	25.0	26.0	26.0	26.0
Economic environment	2.0	2.0	2.0	6.0
Culture and recreation	26.0	26.0	26.0	26.0
Total governmental activities	285.0	289.0	287.0	291.0
Business type activities				
Buidling Inspections	11.0	11.0	12.0	12.0
Marina	5.0	5.0	5.0	6.0
Solid Waste	33.0	33.0	33.0	34.0
Golf Course	12.5	13.0	13.0	16.0
Sunrise Theatre	7.0	7.0	6.0	8.0
Total Business type activities	68.5	69.0	69.0	76.0
Total all activities	353.5	358.0	356.0	367.0

Source: City of Fort Pierce Budget Document

* 2010 First year of collecting data

Fiscal Year					
2012	**2011**	**2010**	**2009**	**2008**	**2007**
71.0	70.0	73.0	94.0	94.0	95.0
155.0	165.0	168.0	203.0	217.0	198.0
26.0	26.0	30.0	39.0	39.0	41.0
8.0	6.0	8.0	8.0	12.0	13.0
26.0	26.0	27.0	29.0	29.0	29.0
286.0	293.0	306.0	373.0	391.0	376.0
12.0	12.0	13.0	*	*	*
6.0	5.0	5.0	7.0	9.0	9.0
34.0	34.0	31.0	32.0	34.0	34.0
16.0	16.0	21.0	20.0	31.0	31.0
8.0	7.0	7.0	9.0	9.0	8.0
76.0	74.0	77.0	68.0	83.0	82.0
362.0	367.0	383.0	441.0	474.0	458.0

City of Fort Pierce, Florida
Operating Indicators by Function/Program
Last Ten Fiscal Years

	Fiscal Year			
	2016	**2015**	**2014**	**2013**
Function/Program				
Police				
Physical arrests	2,626	2,975	3,189	3,064
Parking Violations	433	341	298	230
Traffic Violations	6,496	9,984	8,791	5,619
Fire (County wide)				
Emergency responses	45,796	43,045	40,033	39,189
Fires calls	4,928	4,659	4,483	4,229
Refuse collections				
Refuse collected (tons per day)	124	133	131	129
Other public works				
Street resurfacing (miles)	1.5	0.7	1.4	1.2
Potholes repaired *	412	440	428	478
Parks and recreation				
Athletic fields permits issued	269	280	278	218
River Walk Center permits issued	97	85	64	66
Garden Club permits issued	57	48	33	20
Maravilla permits issued	86	92	66	56
Special Events	168	163	186	151
Old City Hall	34	26	***	***

Sources: Various City of Fort Pierce departments
Notes: * Work orders issued
** 2009 First year of collecting data
*** Data not avaiable
**** 2011 First year of collecting data

Fiscal Year					
2012	**2011**	**2010**	**2009**	**2008**	**2007**
2,899	2,510	3,794	3,145	3,032	3,055
211	336	959	969	860	513
4,782	171	720	5,744	6,993	8,618
34,161	38,989	33,906	33,673	32,182	31,512
3,629	4,626	4,430	4,515	4,790	4,604
201	123	126	106	169	142
-	1.6	-	0.3	3.9	6.3
215	200	600	380	281	206
358	397	415	447	533	460
69	73	139	57	**	**
19	10	34	17	**	**
47	10	****	****	****	****
150	141	****	****	****	****
***	***	***	***	***	***

City of Fort Pierce, Florida
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

	Fiscal Year			
	2016	**2015**	**2014**	**2013**
Function/Program				
Police				
Stations	3	3	3	3
Sworn Officers	115	115	118	115
Fire				
Stations	17	17	17	18
Firefighters	389	386	370	370
Refuse collections				
Commerial	1,751	1,730	1,685	1,695
Residential	12,173	11,871	11,611	11,550
Public	30	30	30	32
Other public works				
Streets (miles)	141	185	179	152
Streetlights	5,313	5,313	5,313	5,313
Traffic signals	211	211	177	177
Parks and recreations				
Acreage	294.3	294.3	294.3	294.3
Playgrounds	12	12	11	12
Baseball/football fields/basketball courts	35	35	24	23
Tennis/handball/racquetball/shuffleboard	21	21	21	21
Community Centers	2	2	2	2
Miles of public beach	2.3	2.3	2.3	2.3
Pools	2	2	2	2
Utility Customers				
Electric	28,100	28,096	27,630	27,770
Water	19,750	19,756	19,250	19,280
Watewater	15,000	14,987	14,640	14,450
Natural Gas	4,225	4,223	4,180	4,190

Sources: Various City of Fort Pierce departments and Fort Pierce Utilities Authority
* Parks Transferred to the City from St. Lucie County

Fiscal Year					
2012	**2011**	**2010**	**2009**	**2008**	**2007**
3	3	3	3	3	3
107	110	107	115	117	108
18	18	18	18	15	15
364	370	376	420	402	350
1,675	1,678	1,963	1,972	1,978	1,607
11,427	12,843	12,840	12,926	13,180	11,964
35	36	36	39	30	29
152	152	152	152	166	166
5,106	5,028	5,028	5,138	4,798	4,790
177	177	177	70	70	70
294.3	294.3	294.3	116.9	116.9	116.9
12	12	12	6	7	7
23	23	22	22	26	26
21	21	5	5	5	5
2	2	2	2	2	2
2.3	2.3	2.3	2.3	2.3	2.3
2	2	2	2	2	2
28,413	27,697	27,859	28,413	28,584	26,883
19,394	19,180	19,048	19,394	19,278	17,711
14,842	14,377	14,460	14,842	14,737	13,428
4,039	3,892	3,982	4,039	4,171	4,304

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AUDITORS' REPORTS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the City Commission
City of Fort Pierce, Florida

March 21, 2017

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fort Pierce, Florida (the "City") as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 21, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Fort Pierce, Florida's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Fort Pierce, Florida's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Fort Pierce, Florida's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Fort Pierce, Florida's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DiBartolomeo, McBee, Hartley & Barnes

Certified Public Accountants
Fort Pierce, Florida

City of Fort Pierce, Florida
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
For the year ended September 30, 2016

Description	CFDA/ CSFA Number	Contract Grant Number	Expenditures	Pass-Through to Sub-Recipients
FEDERAL PROGRAMS:				
U.S. Department of Housing and Urban Development				
Direct Program:				
Community Development Block Grant Entitlement	14.218	B14-MC-12-0031	261,692	-
Community Development Block Grant Entitlement	14.218	B15-MC-12-0031	301,024	4,000
			562,716	4,000
U.S. Department of Justice				
Direct Program:				
ARRA-COPS Hiring	16.710	2011-UM-WX-0043	11,115	-
Public Safety Partnership and Community Policing	16.710	2013-UM-WX-0053	174,537	-
Youth Gang Prevention	16.544	2014-JV-FX-0002	107,341	-
Indirect Program:				
Passed through Florida Attorney General:				
Victims of Crime Act	16.575	V057-14089	36,515	-
Passed through Florida Department of Law Enforcement:				
Stop Violence Against Women Formula Grant	16.588	16-8004-LE-INV	62,432	-
Technical Improvement Program	16.738	2016-JAGC-STLU-2-H3-05	31,363	-
			423,303	-
Passed through Florida Department of Environmental protection:				
Nonpoint Source Implementation Grants	66.460	GO417	170,000	-
Passed through Florida Department of Transportation:				
Highway Plannng and Construction	20.205	ARO15	127,990	-
			127,990	-
TOTAL FEDERAL FINANCIAL ASSISTANCE			$ 1,284,009	$ 4,000
STATE PROJECTS:				
Florida Department of Transportation				
Florida Highway Beautification	55.003	GO703	$ 12,739	-
Florida Housing Finance Agency:				
State Housing Initiatives Partnership Program	40.061		176,457	-
Division of Cultural Affairs:				
General Program Support	45.061		68,942	-
TOTAL STATE FINANCIAL ASSISTANCE			$ 258,138	$ -

NOTE A – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance Projects was prepared to include the activity of all federal and state awards of the City of Fort Pierce, Florida and is presented on the accrual method of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements.

Independent Auditor's Report on Compliance For Each Major Federal Awards Program, and on Internal Control Over Compliance Required by OMB Circular A-133

To the City Council
City of Fort Pierce, Florida March 21, 2017

Report on Compliance for Each Major Federal Program

We have audited the compliance of the City of Fort Pierce, Florida with the types of compliance requirements described in the *U. S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that could have a direct and material effect on each of its major federal awards programs and state projects for the year ended September 30, 2016. The City of Fort Pierce, Florida's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its Federal Programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City of Fort Pierce, Florida's major Federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. This standard, OMB Circular A-133, requires that we plan and perform the audit to obtain reasonable assurance about whether non-compliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program. An audit includes examining, on a test basis, evidence about the City of Fort Pierce, Florida's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major Federal program. However, our audit does not provide a legal determination of the City of Fort Pierce, Florida' compliance.

Opinion on Each Major Federal Program

In our opinion, the City of Fort Pierce, Florida complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2016.

Report on Internal Control Over Compliance

The management of the City of Fort Pierce, Florida is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City of Fort Pierce, Florida's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Fort Pierce, Florida's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or as combination of deficiencies, in internal control over compliance with the type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

DiBartolomeo, McBee, Hartley & Barnes

Certified Public Accountants
Fort Pierce, Florida

I. Summary of Auditor Findings

1. The independent certified public accountant's report expresses an unmodified opinion on the combined financial statements of the City of Fort Pierce, Florida.

2. No material weaknesses or significant deficiencies were disclosed during the audit of the financial statements.

3. No instances of non-compliance material to the financial statements were disclosed during the audit.

4. No material weaknesses, however one significant deficiency was disclosed during the audit of the major federal awards programs.

5. The independent certified public accountant's report on compliance for the major federal awards programs expresses an unmodified opinion.

6. There were no audit findings relative to the major federal awards programs.

7. The programs tested as major programs/projects were as follows:

   Federal Programs:
   CFDA Number: 14.218 Community Development Block Grant Entitlement

The threshold for distinguishing between Type A and Type B programs was $300,000 for major federal programs.

8. The City of Fort Pierce, Florida was determined to be a low risk auditee for federal program testing pursuant to OMB Circular A-133.

II. Financial Statement Findings

There were no financial statement findings required to be reported in accordance with Chapter 5.18 of *Government Auditing Standards.*

III. Federal Program/State Project Findings and Questioned Costs

There were no audit findings that are required to be reported in accordance with Section 510(a) by OMB Circular A-133, Section 510(A)

IV. Summary Schedule of Prior Audit Findings

There were no prior audit findings.

Independent Accountant's Report on Compliance With Section 218.415, Florida Statutes

To the City Commission
Fort Pierce, Florida

March 21, 2017

We have examined the City's compliance with the requirements of Section 218.415, Florida Statutes with regards to the City's investments during the year ended September 30, 2016. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2016.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, McBee, Hartley & Barnes
DiBartolomeo, McBee Hartley & Barnes, P.A.
Fort Pierce, Florida

Management Letter

To the City Commission
City of Fort Pierce, Florida

March 21, 2017

Report on the Financial Statements

We have audited the financial statements of the City of Fort Pierce, Florida, as of and for the year ended September 30, 2016, and have issued our report thereon dated March 21, 2017, which was unqualified.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 21, 2017, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit. There were no findings or recommendations noted in the preceding annual financial audit.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements.

The City was created, established, and incorporated under the City Charter, as adopted by Laws of Florida Chapter 65-1351 and is further governed by state and local laws and regulations. The City also has two component units, the Fort Pierce Utility Authority (discretely presented) and the Community Redevelopment Agency (blended). The voters of the City of Fort Pierce, Florida authorized the organization of the Fort Pierce Utilities Authority at a special election held May 30, 1972. City Ordinance No. F-399 (as amended by City Ordinances G-295, 296, and 297) defines the powers, duties and responsibilities of the Authority. City Ordinance No. H-239 created the Community Redevelopment Agency and delegated powers to the Agency in accordance with Florida Law and State Statutes Chapter 163.

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the City of Fort Pierce, Florida has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined that the City of Fort Pierce, Florida did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City of Fort Pierce, Florida's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Sections 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the City of Fort Pierce Florida for the fiscal year ended September 30, 2016, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2016. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1)(i)2, Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management, accounting procedures, and internal control.

Section 10.554(1)(i)3, Rules of the Auditor General, requires that we address violations of provisions of contracts and grant agreements or abuse that have an effect on the financial statements that is less than material but more that inconsequential. In connection with our audit, we did not have any such findings.

Purpose of this letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

DiBartolomeo, McBee, Hartley & Barnes

Certified Public Accountants
Fort Pierce, Florida

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Johnna S. Morris, who being duly sworn, deposes and says on oath that:

1. I am the Chief Financial Officer of the City of Fort Pierce which is a local government entity of the State of Florida;
2. City of Fort Pierce adopted Ordinance No. L-61 implementing an impact fee; and
3. City of Fort Pierce has complied and, as of the date of this affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FUTHER AFFIANT SAYETH NAUGHT.

Johnna S. Morris

Johnna S. Morris, Director of Finance

STATE OF FLORIDA
COUNTY OF SAINT LUCIE

SWORN TO AND SUBSCRIBED before me this 31st day of March, 2017.

Queen Thompkins

NOTARY PUBLIC

Print Name Queen Thompkins

Personally known ✓ or produced identification _____

Type of identification produced _____

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
QUEEN ELIZABETH THOMPKINS
MY COMMISSION # GG81203
EXPIRES: March 09, 2021

City Commission Regular Meeting **13.b.**

Meeting Date: 04/17/2017

Re: Resolution 17-R15 authorizing the sale of 505 N 7th Street.

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Resolution 17-R15 authorizing the sale of 505 N 7th Street.

SUMMARY:

Staff seeks the City Commission's approval for the sale of 505 N 7th Street. This property was identified as surplus property on August 15, 2016 by the City Commission through Resolution 16-R38. The property has been marketed and several offers were received. In late 2016, the City Commission reviewed an offer from the Salvation Army to purchase the building and have homeless services in a jail diversion program. The City Commission turned down that proposal for a variety of reasons. The property appraiser indicates this property has an Assessed Value of $202,180, an independent appraisal supports the value as $200,000.

- A team comprised of the Communications Manager, the IT Manager, the Urban Redevelopment Manager, the City Clerk and the Planning Director met to review and rank the four proposals. The scored results are as follows:
- Kids Academy, LLC 51.45
- Montague Innis Welding Institute 24.4
- Aegeus Inspired Living 19.9
- 111 Okeechobee LLC 6.05

Staff reached a consensus that none of the proposals offered a fair price. The Kids Academy, LLC offer ranked the highest of the proposals. The Kids Academy offer did score most favorably with the Committee as the Use proposed was compatible with the existing neighborhood and had the most extensive timeframe and proposed renovations. Appraised at $200,000 most offers were significantly less than that, including Kids Academy offering $50,000 representing just 25% of the appraised value.

RECOMMENDATION:

Reject all offers.

ALTERNATIVES:

If the City Commission wishes to consider an alternative motion, Staff recommends that the City Commission authorize City Staff (City Manager or his designee) to renegotiate a sale price that is closer to appraised value for the highest ranked proposal, Kids Academy LLC. Any amended/offered price would be brought back to the City Commission for final action and approval via the attached Resolution (Resolution17-R15) at a future meeting.

Commission provide direction and guidance on alternate direction.

RESPONSIBLE STAFF:
Rebecca Grohall, AICP

COORDINATED WITH:
Linda Cox, City Clerk
Devoshay Johnson, IT Manager
Libby Woodruff, Urban Redevelopment Manager
Shyanne Helms, Communications Director
Nicholas Mimms, PE, City Manager

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
OTHER INFORMATION:
Determined upon sales price

Attachments

17-R15
Staff Memo
Kids Academy Offer
Fort Pierce Welding Institute Offer
Aegeus Inspired Living Corp Offer
111 Okeechobee LLC offer
Real Estate Activity Report
Appraisal
Property Card/ SLC Appraiser
Ranking sheets
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Rebecca Grohall	04/05/2017 03:52 PM
City Manager	Jennifer Robinson	04/07/2017 02:30 PM
City Manager	Nick Mimms	04/10/2017 02:51 PM

Form Started By: Rebecca Grohall Started On: 03/20/2017 05:34 PM
Final Approval Date: 04/10/2017

RESOLUTION NO. 17-R15

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE **SALE OF REAL PROPERTY NOT NEEDED FOR A PUBLIC PURPOSE, KNOWN AS 505 N 7th STREET,** OWNED BY THE CITY OF FORT PIERCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce (the "CITY") is the owner of real property described as 505 N 7th Street, Parcel ID 2410-601-0134-000-8, with a legal description as follows: Fee and May's Re-S/D BLK K LOTS 1, 2, 3, 18, 19 and 20 (MAP 24/10C), (the "Property"); and

WHEREAS, at its meeting on August 15, 2016, the City Commission of the City of Fort Pierce, Florida declared the property as surplus via Resolution 16-R38; and

WHEREAS, as provided for in the Land Development Code, Section 2-223 (4) the Planning Board met on February 14, 2017 to consider all submitted proposals; and

WHEREAS, the City of Fort Pierce Charter specifically authorizes the sale of City property for such price and upon such terms and conditions as deemed proper by the City Commissioners; and

WHEREAS, pursuant to Section 13 of the City Charter, the City Clerk advertised on March 17, 2017 and March 24, 2017 that this property had been declared surplus and contracts received through the City's real estate agent will be considered on April 3, 2017.

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

Section 1. The City Commission of the City of Fort Pierce, Florida, authorizes the sale of the Property to _____ ("purchaser").

Section 2. The Property shall be sold to the Purchaser for the price of $_____via special warranty deed.

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

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

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 3rd day of April, 2017.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Honorable Mayor and City Commissioners
Nicholas Mimms, City Manager

FROM: Rebecca Grohall, AICP Planning Director

RE: Recommendation to sell City Property located at 505 N. 7th Street

DATE: March 16, 2017

505 N 7th is the City ownerd property for sale that is known as the former ALPI center. They offered Head Start programming for neighborhood kids, however this building has been vacant for several years and was declared surplus. This building is ideal for serving younger children as it contains classrooms and even the bathrooms are geared for small children.

The property is currently zoned R4 and the uses allowed are outlined in the Use Table of Section 22-22. Permitted and conditional uses include single family and multi family housing, cultural centers, libraries, fraternal organizations, Adult Day Care and Day Care, Schools, Hospitals or Nursing Homes, Bed and Breakfast, Administrative/ Professional or Medical Office, Laundry/Laundromat, and Neighborhood Commercial Services.

This property was identified as surplus property on August 15, 2016 by the City Commission through Resolution 16-R38. The property has been marketed and several offers were received. Prior to the City Commission reviewing the contracts, the Planning Board provided their recommendation on its sale. In late 2016, the City Commission reviewed an offer from the Salvation Army to purchase the building and have homeless services in a jail diversion program. The City Commission turned down that proposal for a variety of reasons. The property appraiser indicates this property has an Assesed Value of $202,180, an independent appraisal supports the value as $200,000.

The Planing Board reviewed three proposals and utilized the criteria to form the basis of their recommendation.

- Uses proposed – If the use proposed is a permitted or conditional use within the R4 Zoning District, and if the uses are compatible with the surrounding neighborhood.
- Identification of Renovations and Schedule for those Renovations
- Any economic impact stated through job creation

The three proposals reviewed were from 111 Okeechobee for a Yoga center, Kids Academy for a School and Aegeus Inspired Living for a Homeless Services facility. At the time the Planning Board met a fourth offer, for a Welding School, had not been received. After the Planning Board meeting, Staff received the proposal from Montague Innis for a Welding School and was reviewed by Staff and found to be complete. And seems to be congruent with the Planning Board's recommendation that the property is best suited for a school.

A team comprised of the Communications Manager, the IT Manager, the Urban Redevelopment Manager, the City Clerk and the Planning Director met to review and rank the four proposals. The scored results are as follows:

- Kids Academy, LLC 51.45
- Montague Innis Welding Institute 24.4
- Aegeus Inspired Living 19.9
- 111 Okeechobee LLC 6.05

Staff reached a consensus that none of the proposals offered a fair price. The Kids Academy, LLC offer ranked the highest of the proposals. The Kids Academy offer did score most favorably with the Committee as the Use proposed was compatible with the existing neighborhood and had the most extensive timeframe and proposed renovations. Appraised at $200,000 most offers were significantly less than that, including Kids Academy offering $50,000 representing just 25% of the appraised value.

Planning Board recommendation
As provided for in the Land Development Code, Section 2-223(4) the Planning Board provided a recommedation that the site is best suited for a school/educational facilities and recommended the Kids Academy proposal. The Planning Board also included in their motion, the Realtor provide the requested information on marketing efforts and that the City Commission should make a counter offer to raise the sales price proposed.

Staff Recommendation:
Staff recommends that all offers be rejected for being substantially below appraised value and not approve Resolution 17-R15 authorizing the sale of 505 N 7th Street.

If the City Commission wishes to consider an alternative motion, Staff recommends that the City Commission authorize City Staff (City Manager or his designee) to renegotiate a sale price that is closer to appraised value for the highest ranked proposal, Kids Academy LLC. Any amended/offered price would be brought back to the City Commission for final action and approval via the attached Resolution (Resolution 17-R15) at a future meeting.

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

COLDWELL BANKER PARADISE

PARTIES: City of Fort Pierce ("Seller"), and Kids Academy LLC ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 505 N 7th St, Fort Pierce,FL, 34950

(b) Property is located in: St Lucie County, Florida. Real Property Tax ID No.: 2410-601-0134-000-8

(c) Real Property: The legal description is _____

_____

_____

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are: _____

_____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

_____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): ..... $ 50,000.00

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** ..... $ 5,000.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Information: Name: First American Title Insurance Company
Address: 2001 9th Ave, Vero Beach,FL, 32960
Phone: (772)494-8402 E-mail: tshrum@firstam.com Fax: N/A

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ _____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ 45,000.00

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before February 17, 2017, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on April 6, 2017 ("Closing Date"), at the time established by the Closing Agent.

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5. EXTENSION OF CLOSING DATE:

(a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION:

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) ☒ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. FINANCING:

☒ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) loan on the following terms within _____ (if left blank, then 45) days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to the earlier of:**

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(i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or

(ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph 8(b) (ii), shall not be modified by Paragraph 5(a).

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- Title search charges (if Paragraph 9(c) (iii) is checked)
- Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c) (ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

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evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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 health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

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(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon

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default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES.** If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

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Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

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(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.
(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit (s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.
(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided,

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however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the

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applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract **(Check if applicable)**:

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood In
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☒ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration

20. ADDITIONAL TERMS: Buyer(s) acknowledge(s) that Broker is representing Buyer(s) in a statutory Transaction Brokerage relationship as set forth in §§ 475.01(1)(i) and 475.27892)(b), Florida Statutes. In addition to the commission to be paid by Seller, Buyer(s) agree(s) to pay Coldwell Banker a commission of $295 at closing. Buyer(s) will have no obligation to pay this fee if closing does not occur.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions

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should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: CARISA N BERKELEY Digitally signed by CARISA N BERKELEY DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=CARISA N BERKELEY, 0.9.2342.19200300.100.1.1=0329145799 FEMA Date: 2017.02.03 09:03:58 -05'00' Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
_____	_____
_____	_____
_____	_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

N/A	Hampton Jackson
Cooperating Sales Associate, if any	**Listing Sales Associate**
N/A	Coldwell Banker Paradise Hoyt Murphy Realtors
Cooperating Broker, if any	**Listing Broker**

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Kids Academy

"Where Education is Key"

January 4, 2017

City of Ft. Pierce
100 US Highway 1
Ft. Pierce, Florida 34950

Re: Kids Academy
Letter of Intent to Purchase
505 North 7 Street
Ft. Pierce, FL 34950

To whom it may concern,

Please accept this letter and subsequent supporting documents as formal interest and statement of intended use for the city owned property located at 505 North 7th Street, Ft. Pierce, FL 34954.

Property:
Address: 505 North 7th Street, Ft. Pierce, FL 34954
Parcel: 2410-601-0134-000-8
Owner: City of Ft. Pierce
Legal: Fee and May's Re-S/D Block K, Lots 1,2,3,18,19 and 20 (Map 24/10C)
Land size: 29,800 ft^2
Finished/ Under Air: 7,126 ft^2

Purchase Conditions and Approval:

Purchase Price:	$50,000
Inspections:	Structural inspection to be conducted within 15 days of sale approval/ acceptance by the City of Ft. Pierce
Renovation Cost Estimate:	Renovation costs not to exceed $300,000
Equipment Cost Estimate:	Equipment and technology costs not to exceed $125,000
Environmental:	Completion of environmental studies and asbestos survey

Thank you in advance for your consideration of Kids Academy's interest in acquiring this property and being an active participant in this dynamic opportunity to provide quality childcare and services to the community of Ft. Pierce.

Sincerely,

Carisa Berkeley
Owner, Kids Academy

Kids Academy
"Where Education is Key"

Program Offering:

- Infants
- Toddlers
- Preschool
- After School Care
- Tutoring
- Enrichment Programs
- Summer Camp

Sources for Operational Income/ Reimbursements:

- School Readiness: The Florida Legislature passed the School Readiness Act to help children from low-income families get the support needed to be successful in school. While helping children prepare for school, the program provides child care so a parent can work or attend a training or education program.

- Child and Adult Care Food Program (CACFP): CACFP provides aid to child and adult care institutions and family or group day care homes for the provision of nutritious foods that contribute to the wellness, healthy growth, and development of young children. A variety of public or private nonprofit child care centers, Head Start programs, outside-school-hours care centers, and other institutions which are licensed or approved to provide day care services participate in CACFP. For-profit centers that serve lower income children may also be eligible. CACFP reimburses centers at free, reduced-price, or paid rates for eligible meals and snacks served to enrolled children, targeting benefits to those children most in need.

- Step Up For Students Scholarship: Created to help alleviate the enormous educational challenges faced by lower socio-economic children in Florida. The program provides Tax Credit Scholarships to students in K-12 based on income. These scholarships allow the students to consider a private school or an out-of-district public school that may better suit their individual needs. This choice is not based on whether the public school is judged as succeeding or failing. Rather, it recognizes that different children learn in different ways and that our collective struggle is to help the students who often are at the greatest disadvantage in modern education.

- McKay Scholarship: Florida's school choice programs allow parents to choose the best educational setting—public or private—for their child. The McKay Scholarship Program for Students with Disabilities provided over 31,000 Florida students with special needs the opportunity to attend a participating private school.

- Gold Seal Accreditation Program: Florida Legislature established the Gold Seal Quality Care program to acknowledge child care facilities and family day care homes that are accredited by nationally recognized agencies and whose standards reflect quality in the level of care and supervision provided to children. In addition, the Legislature established

Kids Academy
"Where Education is Key"

Program Offering:

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- Toddlers
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- Step Up For Students Scholarship: Created to help alleviate the enormous educational challenges faced by lower socio-economic children in Florida. The program provides Tax Credit Scholarships to students in K-12 based on income. These scholarships allow the students to consider a private school or an out-of-district public school that may better suit their individual needs. This choice is not based on whether the public school is judged as succeeding or failing. Rather, it recognizes that different children learn in different ways and that our collective struggle is to help the students who often are at the greatest disadvantage in modern education.

- McKay Scholarship: Florida's school choice programs allow parents to choose the best educational setting—public or private—for their child. The McKay Scholarship Program for Students with Disabilities provided over 31,000 Florida students with special needs the opportunity to attend a participating private school.

- Gold Seal Accreditation Program: Florida Legislature established the Gold Seal Quality Care program to acknowledge child care facilities and family day care homes that are accredited by nationally recognized agencies and whose standards reflect quality in the level of care and supervision provided to children. In addition, the Legislature established

provisions for Gold Seal providers participating in the subsidized child care program, a.k.a. school readiness and early Learning, to receive a higher reimbursement per child, than providers not receiving a Gold Seal designation.

- Children's Services Council of St. Lucie County: Offers several funding opportunities available to help us meet our mission "to improve the quality of life for all children in St. Lucie County." The funding opportunities range from small projects to large initiatives.
  - Special Designations Funding
  - Staff Development Funding
- CareerSource Research Coast: Connects employers with qualified, skilled talent and Floridians with employment and career development opportunities to achieve economic prosperity

Community Involvement:

- The T.E.A.C.H. (Teacher Education and Compensation Helps) Early Childhood Scholarship Program funded by the Florida Office of Early Learning provides scholarships for early care educators to work towards earning an Associate and/or Bachelor degree or credentials in early childhood education.
- CareerSource Research Coast: Connects employers with qualified, skilled talent and Floridians with employment and career development opportunities to achieve economic prosperity
- Volunteer Opportunity: Retirees, High School Students, community members
- Training Center: childcare training, certification and trade training
- Literacy/ Curriculum Nights- Parent Workshops
- Health and Nutrition- Adult and youth cooking classes

Timeline:

- February/ March 2017-
  - Property Acquisition-Purchase of asset complete
  - Secure and protect the building in preparation for phase I renovation
  - Town Hall meeting in City of Fort Pierce - Discuss the community's expectations and recommendations for program offerings for Kids Academy in the City of Fort Pierce
- March 2017-
  - Building Renovation – Phase I: Address life safety issues, building code compliance, environmental reviews
  - Initiate development of strategic plan based on community input/recommendations
- May 2017-
  - Building Renovation- Phase II: Mechanical, electrical and plumbing (MEP)

- June 2017-
  - Building Renovation- Phase II: Continues
  - Building Renovation- Phase III: Finishings, landscaping
- July 2017-Building
- August 2017/ September 2017-
  - Building Renovation – Phase I and II complete
  - Enrollment- Grand Opening

1654 NE 160 Street
North Miami Beach, FL 33162
(305) 467-6501
cnberkeley@hotmail.com

CARISA N. BERKELEY

SUMMARY OF QUALIFICATIONS

- → Over 9 years of disaster management experience with FEMA Response and Recovery
- → Results-driven educator with more than 9 years of educational and teaching experience
- → Strong leadership and mentoring skills for aspiring and experienced members of management
- → Well-rounded operational and programmatic background
- → Innate problem solver, possesses the ability to analyze processes and systems for remedies in order to improve operations
- → Diplomatic and even tempered demeanor; essential when building cooperative relationships with both internal and external stakeholders
- → Highly organized, ability to simultaneously direct multiple projects while being attentive to all details.
- → Able to produce positive results independently; extremely self-motivated

PROFESSIONAL EXPERIENCE

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) **12/2006– Present**
Multiple locations Deployments: 40 + hours/week
Current Supervisor: Corey Coleman, Office of Chief Component Human Capital Officer (OCCHCO)
Program Support Branch
Supervisory Program Analyst, Washington, DC 10/2015-current

As a Supervisory Program Analyst with the Office of Chief Component Human Capital Officer (OCCHCO) my current responsibilities are overarching and effect the organization as a whole. Providing support to the Executive Office to include the Action Office, Operations Cadre Management and budget execution.

- Coordinate with responsible parties to facilitate critical discussions and actions to develop and implement policies and procedures related to operational and programmatic requirements
- Assist with preparation of fiscal year budget to include formulation, preparation and execution of over $30M
- Advise management on financial and budgetary issues related to annual component and agency-wide budget
- Lead Action Officer, supports OCCHCO Action Office staff with assigning high-level tasks to include congressional inquiries/ responses, and reorganizations
- Reservist Program Manager for the Operations Cadre coordinated deployments, demobilizations, training and travel requests
- Supervisor of record for all Operations field personnel and managed all employee actions to include recruitment, hiring, reassignment, termination and promotion of employees

Chief of Staff, Queens, NY 01/2014-10/2015

Manage and perform the duties of Chief of Staff for the New York Sandy Recovery Office. In this dynamic and evolving environment I was responsible for evaluating and monitoring the progress of over $13 billion in recovery operations for Stafford Act programs. Providing support to the executive office to include oversight of three facilities, cadre management/ deployment, recruitment, performance management, security and over 300 FEMA, State, and contract employees

- Advised executive leadership of developing issues, and the status of internal/external primary and special interests to include responses and involvement with Government Accountability Office and Office of Inspector General requests and visits
- Provided assistance and significant guidance regarding personnel matters in accordance with established guidance and processes to ensure regulatory compliance regarding training and the employee performance management program for fulltime and disaster specific employees on deployment
- Provided guidance and or solutions to challenges to achieve mission critical alignment of programs through support functions to include human resources, logistics, training, budget, legal counsel, equal rights, safety and security
- Audited internal systems and controls for redundancies in order to expedite and create more efficient systems and process
- Analyzed data and provided counsel regarding recruitment in accordance with the Office of Personnel Management, Office of Chief Component Human Capital Officer, Office of Equal Rights and Employee Relations to protect best interests of both individuals and the Agency

- Coordinated the hiring and conversion of staff members, include position titles, FEMA Qualification System (FQS) title alignment, and position description classification.
- Prepared and present written and oral briefings to internal and external partners for situational awareness, educational and strategic planning purposes.
- Captured best practices as a measure to improve program delivery relative to missions and agency goals and objectives.
- Alignment with Regional Administrator's vision created and implemented an all-encompassing orientation experience for all incoming regional staff. This effort reinforced and FEMA's strategic plan of creating a more ready workforce
- Managed personnel requests for additional Reservist (RSV) or Incident Management Cadre On-call Response Employee (IM-CORE) staff in coordination with human resources and program area needs through the Deployment Tracking System (DTS)
- Collaborated to establish Position Task Books (PTBs) assignment for all eligible employees (COREs and RSVs). Trainees were paired with respective program Coach Evaluators for assessment of competency related to job function and duties

Special Assistant to the Federal Coordinating Officer (FCO), Queens, NY 04/2013-12/2013

As Special Assistant to the FCO, I held the responsibility for evaluating and monitoring the progress of disaster response operations, projects in order to determine adequacy, effectiveness and performance within program respective program areas.

- Served as liaison to senior management in respect to programmatic and policy issues in direct coordination with command staff and program leads
- Coordinated, planned and integrated remedies to program and policy issues within the Joint Field Office and recovery office as they relate to management and reporting systems, organization structure and resource allocation and utilization
- Tracked strategic initiatives by establishing milestones in order to monitoring progress towards reaching goals and successful end-state
- Delegated and coordinated information flow of time-sensitive and mission critical tasks with Office of General Counsel, Equal Rights, Disability integration, Alternative Dispute Resolution, Safety and Security
- Synchronized educational sessions with representatives from State, and local governments, private industry and others having an interest in FEMA programs and policies in an effort to scaffold the needs of applicants

Planning Lead, Brooklyn,

As the Planning Lead for the Branch Two Office, Provided leadership and management to the planning section in resource management, situational awareness/information management, plan preparation, record management and the coordination of geospatial activities.

- Facilitated incident meetings including Command and General staff, Tactics and Planning meetings
- Developed incident specific briefings and plans to address disaster specific needs of Command Staff
- Coordinated five divisions to include unit leaders, local hires, information and planning specialists. Established all incident check-in activities, prepared resource status information. Maintained displays, charts and lists that reflected the current situation and location of resources, transportation, and support vehicles
- Assembled demobilization and Incident Action Plan, and reported to Branch Director for situation briefings. Assigned duties to resource unit personnel. Confirmed dispatch and estimated time of arrival of response personnel. Prepared organization assignment list and organization chart
- Channeled supply requests from multiple organizational units, researched most expeditious resources and ordered supplies according to FEMA policy while facilitating time-sensitive delivery of supplies and equipment to disaster areas
- Prioritized and designed work plans to be completed by subordinates, based on priorities as determined by senior leadership and prepared schedules for completion of work; assigns work to subordinates based on priorities, selective consideration of the difficulty and requirements of assignments, and the capabilities of employees

- Created and maintained reporting systems for data collection and analysis for use by operational leaders for prioritization of resource needs and capabilities
- Provide communications, liaison, leadership, training, and administrative direction to coordinate the restoration of essential public services and administer the Public Assistance Program at disaster closeout center. Provide training, mentoring, and coaching to junior FEMA staff on knowledge management procedures to collect, distribute, and share critical incident status, resources and operational information.
- Provide daily reporting to FEMA headquarters highlighting local PA production, achievements, and issues. Generate plans, graphs, and reports and present results to local FEMA and external officials
- Develop and implement Incident Action Plans, working closely with FEMA teams to optimize and customize plans according to local variables, geospatial analysis, and resource availability
- Perform quantitative and qualitative analyses to recommend and develop response strategy policy and Infrastructure Branch standard operating procedures (SOP)
- Design and generate internal supporting plans including demobilization plans, future operations plans, crisis action, contingency plans, and operational tactical plans
- Work closely with senior managers to reach a consensus on, coordinated resources, and develop production methodologies of incident plans
- Ensure legal validity of all files and reports, archive reports, and serve as liaison with local and state government officials regarding application and report requirements, filing procedures, and deadlines
- Ensure information security policies and legal restrictions on records are observed. Provide integral support regarding Information Technology function of knowledge management
- Review and evaluate existing strategies and communication plans for disseminating information about changes in program emphasis or content

Situation Unit Lead, Birmingham, AL,
As Emergency Management Situation Unit Lead. I have researched and interpreted FEMA organizational directives, National Response Framework (NRF) and National Incident Management System (NIMS) Incident Command System (ICS) in order to develop and implement plans to assist state and local governments to prepare and respond to all hazards.

- Coordinated disaster reporting activities and issues with disaster FEMA managers to facilitate programmatic delivery and improve reporting communications.
- Assessed reporting issues and documented lessons learned and best practices; and disseminated critical information related to the disaster reports to headquarters staff.
- Prepared reports as needed for mid-level and upper- level management, maintaining reports using Microsoft Excel, PowerPoint and Word as well as proprietary databases.
- Analyzed various reports strengths and weaknesses and offered recommendations to meet branch and divisional cadre operational objectives and reporting requirements.
- Monitored timely delivery of services, identified unique solutions, and made recommendations for further action to improve program performance.
- Organized and delivered progress reports identifying problems and anticipated needs to facilitate maximum program effectiveness.

Planning Specialist, Tallahassee, FL, Antioch, TN,
Responsible for writing, editing, and timely submittal of operational reports articulating the daily priorities and activities of the Public Assistance Program. Developed reporting mechanisms that clearly demonstrate the progress and successes of activities and milestones.

- Coordinated with the Planning Branch and collaborated with other FEMA staff to develop polished products distributed internally to FEMA regions/headquarters and externally to the public.
- Developed and maintained quantitative analyses and summaries of the progress of activities. Operated FEMA's electronic grants management database in order to generate or populate reports.
- Monitored threats to project progression and formulates effective and timely action with accurate outcomes. Supported Regional All Hazards Planning initiatives.

- Applied FEMA Planning Process to develop specific hazards plans and annexes. Ensured logistical requirements for meetings and other events were met.
- Responsible for the day-to-day management of information and documents including SharePoint sites and shared drives. Developed information papers, briefing materials and presentations.

Documentation Unit Leader, Atlanta, GA, Frankfort, KY
Served in supervisory and administrative role for Operations Unit, providing extensive document support activities for post-disaster deployments.

- Assessed and interpreted initial briefing from Planning Section Chief. Organized, staffed, and supervised Documentation Unit. Ensured adequate duplication capability for large-scale operations and adequate staff to assist in the duplication and documentation process.
- Established and organized incident files. Implemented onsite duplication services, and responded efficiently to requests. Determined number needed and duplicated Incident Action Plan (IAP).
- Retained and filed duplicate copies of official forms and reports. Accepted and filed reports and forms submitted by incident personnel. Reviewed accuracy and completeness of records submitted.
- Effectively communicated in writing and orally to produce a variety of written documents, including reports, correspondence, informational materials and guidelines.
- Utilized database, spreadsheet, word-processing and PowerPoint applications to create, analyze and distribute program information for FEMA staff and community groups.

BROWARD COUNTY PUBLIC SCHOOLS **12/2004– 01/2013**
1880 SW 62 Avenue North Lauderdale, FL 33068
Educator

- Considered "master " educator for the quality and creativity of classroom teaching, lesson plans and instructional materials used in teaching a diverse population of students across curricular material
- Clinical Educator for interning and new educators. Provided clear direction relative to classroom management, lesson planning, delivery of curriculum, in-service requirements and more
- Actively served on a variety of in-school and school board committees and task forces focused on curriculum development, textbook review, fundraising and anti-bullying efforts
- Developed innovative approaches that were repeatedly held up as the model standard for meeting district goals in areas including technology integration across the curriculum, experiential learning, literacy and diversity
- Chartered and implemented a school-wide vertical alignment of primary and intermediate curriculum to increase student achievement for Common Core State Standards

EDUCATION

FLORIDA AGRICULTURAL & MECHANICAL UNIVERSITY, Tallahassee, FL
Bachelors of Arts in Elementary Education

CHILD CARE TRAINING TRANSCRIPT

Student: Carisa N Berkeley
Student ID: 1227773 Date: 10/21/2016

TRAINING/COURSE	Hours	Certificate#	Date	CEUs
CHILD CARE FACILITY PART 1				
Child Care Facility Rules & Regulations (FACR)	6	4869308	02/09/2016	
Health, Safety and Nutrition (HSAN)	8	4877492	09/08/2015	
Identifying and Reporting Child Abuse and Neglect (CAAN)	4	4874302	02/09/2016	
Child Growth and Development (CGAD)	6	4877493	09/08/2015	
Behavioral Observation and Screening (BOSR)	6	4877494	09/08/2015	
CHILD CARE FACILITY PART 2				
Understanding Developmentally Appropriate Practices (UDAP)	5	4877496	09/08/2015	
Emergent Literacy for VPK Instructors (VPK)	5	In-Service	03/03/2016	.5
School-Age Appropriate Practices (SAPR)	5	4877495	09/08/2015	
ONLINE IN-SERVICE				
Florida Standards for Four-Year-Olds (SFYO)	3	In-Service	03/03/2016	.3
VPK Director Credential (DVPK)	5	In-Service	03/06/2016	.5

SPECIAL CERTIFICATIONS AND CREDENTIALS	Level / Area / VPK	Certificate #	Effective Date	Expiration Date
Staff Credential Verification	Formal Education	4876230	09/08/2015	
Director Credential	Level I VPK Endorsed	4995291	02/24/2016	02/24/2021

INTRODUCTORY TRAINING REQUIREMENTS

Part I Child Care Facility 30 Hour Training Requirement has been completed. Yes

Part II Child Care Facility 10 Hour Training Requirement has been completed. Yes

School-Age Child Care 40 Hour Training Requirement has been completed. Yes

Family Child Care Home 30 Hour Training Requirement has been completed. No

Samantha Jaan de Czege
Director
Office of Child Care Regulation and Background Screening

AUTHORIZED IACET PROVIDER

Florida Department of Children and Families Child Care Services

certifies that

Carisa Berkeley

has successfully met all requirements for the

Florida Child Care and Education Program

Director Credential

Level I

Original

Active Date:
02/24/2016

VPK Endorsed

Certificate No:
4995291

Inactive Date:
02/24/2021

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
MYFLFAMILIES.COM

Director
Office of Child Care Regulation and Background Screening

CF-FSP 5252, April 06-65C-22.003 F.S.

CONSTRUCTION GROUP
WE BUILD BY FAITH

December 30,2016

Dear Ms. Carisa Berkeley

We are pleased to partner with you on the acquisition and development of the new childcare educational facility located in Fort Pierce, FL.

After our walk-through of the proposed site we are confident, that we can assist you in successfully launching your center. With over 10 years as General Contractor and Construction Management firm, we have to expertise to meet all of the construction needs of proposed site. Some of the services include but are not limited to per-aquisition inspection, Phase 1 and Phase 2 environmental, cost analysis, permitting, design, life safety, MEP, interior and exterior finishes.

We are excited to apart of this new venture. One of the core values of The GA Group is to impact our community and provide access for underserved individuals.

I personally look forward to coming along side of you and creating a best in class facility, that will serve as one of the beacons of light in the City of Fort Pierce.

Best Regards,

J. Stevens Cooper, CGC-1513938
President

2455 Hollywood Blvd
Suite 119
Hollywood, FL

954.453.1130 Office
954.453.1131 Fax

www.gaconstructiongroup.com

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Commercial Contract

1. **PARTIES AND PROPERTY:** Montague Inniss ("Buyer")

agrees to buy and City of Ft Pierce ("Seller")

agrees to sell the property as: Street Address:

505 North 7th Street, Fort Pierce, FL 34950

Legal Description:

FEE AND MAY`S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP 24/10C)

and the following Personal Property: NA

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

2. PURCHASE PRICE: $ 105,000

(a) Deposit held in escrow by First International Title ("Escrow Agent") (checks are subject to actual and final collection) $ 20,000

Escrow Agent's address: 107 N 2nd Ft Pierce, FL Phone: 772.465.8533

(b) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $

(c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $

(d) Total financing (see Paragraph 5) $ 73,500

(e) Other $

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. $ 11,500

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 03/10/2017, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on 04/10/2017 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Buyer MB 02/20/17 2:25PM EST and **Seller** acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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

5. THIRD PARTY FINANCING:

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

Buyer is Pre Approved for Loan

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

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

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☑ **Seller's** ☐ **Buyer's** expense and within ___ days ☐ after Effective Date ☐ or at least 5 days before Closing Date deliver to **Buyer** (check one)

☑ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

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

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

(c) Survey: (check applicable provisions below)

☑ (i.)**Seller** will, within 7 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____,

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

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

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

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

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

☑ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 10 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. DEFAULT:

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

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

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

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

16. DISCLOSURES:

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

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

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

(c) 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.

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

17. RISK OF LOSS:

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

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

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

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

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

(a) Seller's Broker: Coldwell Banker Paradise (Company Name) Hampton Jackson-3% (Licensee),
772.494.8402
(Address, Telephone, Fax, E-mail)
who ☐ is a single agent ☑ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☑ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) 3%

Buyer 02/20/17 2:25PM EST and **Seller** acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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288* **(b) Buyer's Broker:** Keller Williams, PSL (Company Name) Caroline Sessions- 3% (Licensee),
289
290* 9700 Reserve Blvd PSL,FL 772.237.9897 Micaptiva@yahoo.com
291 (Address, Telephone, Fax, E-mail)
292* who ☐ is a single agent ☑ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☑ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
294*
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

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

305* ☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
306* ☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
307* ☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
308* ☐ Seller Representations	☐ Seller Financing	☑ Other Addendum-Buyers Use

309 **22. ADDITIONAL TERMS:**

310* See Attached Addendum regarding the Buyer's Proposed Use of this Property.
311*
312*
313*
314*
315*
316*
317*
318*
319*
320*

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

333* **Buyer** [MB 02/20/17 2:25PM EST] [ ] and **Seller** [ ] [ ] acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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

Montague Inniss dotloop verified 02/20/17 2:25PM EST YACY-TD2V-TBJ4-2RFG

Montague Inniss Tax ID No: _____
(Typed or Printed Name of **Buyer**)

Title: _____ Telephone: _____

_____

_____ Tax ID No: _____
(Typed or Printed Name of **Buyer**)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice: _____

Facsimile: _____ Email: _____

_____

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

Title: _____ Telephone: _____

_____

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

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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Buyer MD 02/20/17 2:25PM EST and **Seller** acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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Addendum to Contract

FloridaRealtors®

Addendum No. 1 to the Contract dated _____ between

City of Ft Pierce (Seller)

and Montague Inniss (Buyer)

concerning the property described as: 505 N 7th Street Ft Pierce, FL 34950

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:
"Changing Lives in a Positive Direction through Welding"

Fort Pierce Welding Institute is a Non Profit organization founded to educate, and enhance lives through the skill set of welding.
Many individuals are forced with the idea that you must be academic in life to be successful. However that is not the case . Welding fortunately allows people to create a great platform to build a successful life.
We are interested in enrolling individuals who may be at crossroads in their lives and seeking a positive change while enabling better financial options.
The demand for welders in the US and internationally is great and once the determination is there, and the right training program is provided, individuals will be provided opportunities to begin their journey in the career of welding.
Welders in the US can start out at an average of $15-$50 per hour, and if you are willing to travel and can remain drug free, it definitely puts you in the higher income bracket.
This welding program utilizes the S.E.N.S.E program developed by the AWS.
The program is structured to get individuals equipped with certifications necessary to have better earning potential which would include welding certifications in SMAW, GMAW and GTAW . An OSHA course at the end of the program will also be provided to graduates to provide them with job ready safety certification.
Let's work together !!
President,
Montague Inniss 1-772-807-2323
Weldinspection1@hotmail.com

Buyer: Montague Inniss dotloop verified 02/20/17 4:52PM EST CZTH-OSMW-GFWK-LF2H Date: 02/20/2017

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

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Commercial Contract

COLDWELL BANKER PARADISE

1. **PARTIES AND PROPERTY:** Aegeus Inspired Living, Corp **("Buyer")**

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

agrees to sell the property as: Street Address: 505 N 7th St, Fort Pierce,FL, 34950

Legal Description: FEE AND MAY`S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP 24/10C)

and the following Personal Property: _____

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

2. PURCHASE PRICE: $ 155,995.00

(a) Deposit held in escrow by First American Title Insurance Company $ 15,000.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 2001 9th Ave Suite# 108 Phone: (772) 794-9855

(b) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) $ _____

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. $ 140,995.00

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

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on On or before 02/06/2017 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

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

5. THIRD PARTY FINANCING:

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

_____.

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

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☐ **Buyer's** expense and within ___ days ☐ after Effective Date ☐ or at least ___ days before Closing Date deliver to **Buyer** (check one)

☐ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

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

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

(c) Survey: (check applicable provisions below)

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

_____;

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

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

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

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

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

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer will** deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer will** indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer. Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. DEFAULT:

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

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

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

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

16. DISCLOSURES:

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

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

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

(c) 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.

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

17. RISK OF LOSS:

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

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

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

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

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

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

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

_____

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

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(b) **Buyer's Broker:** Coldwell Banker Paradise (Company Name) Hampton Jackson (Licensee)

411 N US 1, Fort Pierce,FL, 34950 (772) 461-3250 (Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ an MLS offer of compensation ☐ other (specify) _____ (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

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

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other _____

22. ADDITIONAL TERMS:

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

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

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

338* _____ Date: 12/15/16
339 (Signature of Buyer)

340* Aegeus Inspired Living, Corp Tax ID No: _____
341 (Typed or Printed Name of **Buyer**)

342* Title: President Telephone: _____

343* _____ Date: _____
344 (Signature of Buyer)

345* M.K.C. Investment Group Corp Tax ID No: _____
346 (Typed or Printed Name of **Buyer**)

347* Title: President Telephone: _____

348* **Buyer's** Address for purpose of notice: PO Box 740533, Boynton Beach,FL, 33473

349* Facsimile: _____ Email: _____

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

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

354* Title: City Manager Telephone: _____

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

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

359* Title: _____ Telephone: _____

360* **Seller's** Address for purpose of notice: PO Box 1480 Fort Pierce,FL, 34954

361* Facsimile: _____ Email: _____

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

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AEGEUS INSPIRED LIVING, CORP.

PO BOX 740533
BOYNTON BEACH, FL 33474

Today's date 11/30/2016

FROM: AEGEUS INSPIRED LIVING, CORP
PO BOX 740533
BOYNTON BEACH, FL 33474

RE: PURCHASE
505 N 7TH ST
FORT PIERCE, FL 34950

Letter of intent

LETTER OF INTENT TO PURCHASE REAL ESTATE

This is hereby expressed my interest to purchase the subject property mentioned above. Subject to execution of a definitive and mutually acceptable agreement of purchase and sale ("Purchase Agreement") shortly after execution of this Letter of intent (the "Contract"), the undersigned offers to purchase the subject property in accordance with the following terms and conditions shall be executed and:
the Seller(s): City Of Fort Pierce, with contact information as described by the listing agent /realtor,

2. Buyer: AEGEUS INSPIRED LIVING, CORP. with contact information as follows: PO BOX 740533 BOYNTON BEACH, FL 33474. Buyer may not assign his interest to any corporation, partnership or limited liability company in which he is the controlling party or to any other third party without Seller approval.

3. My company is intended to use the premises after improvement and renovations as a homeless shelter and drug and alcohol rehabilitation center. Such services will assist many people to get out from addiction of drug and alcohol which constitutes a serious potential problems in many communities. Our project will offer many wide variety of rotations, research, community outreach, and a challenging yet supportive environment to refine of providing best quality services to people that are in needs.

4. I firmly believe that some of the needs of this community would be met thru this quality of services and assistance, as we enjoy the challenging nature of working as a part of a multidisciplinary team which will be focused on homeless, low income people, and addicted people so they can have a better standard of living.

5. My goal is to provide the best quality services and assistance to people while using the best innovated system that refine standard of living.

6. Subject Property: The property, which is the subject of this offer ("Subject Property"), is identified as: 505 N 7TH ST FORT PIERCE, FL 34950. Together with the real property, Buyer is also purchasing all of Seller's rights, title and interest in all of the fixtures, improvements, leases, maps, reports, plans, and other such material is having to do with the Subject Property including all land use entitlements,and allocations, and other such governmental and agency approvals as may exist concerning the property.

7. Purchase Price: 155,995.00

8. Terms of Purchase: This is a standard cash transaction with no financing contingency clause, and this Purchase Agreement will include the standard provisions that are customary to the locality and/or that are required by law.

9. Buyer would accept the Property at Closing in its "as is" condition, without any representations or warranties whatsoever except that title may be conveyed by a limited warranty deed.

10. Buyer would shortly after the Purchase Agreement will be fully committed for renovation and improvement of the subject property. Buyer ("Due Diligence Period") constitutes to perform research, applying for permits, expertise, marketing, and/or any reasonably necessary requirements at Buyer's sole expense with respect to intended services.

11. Prior to performing any subsurface testing, drilling or excavation of the Property, Buyer would obtain Seller's approval which would not be unreasonably delayed or withheld. Buyer would defend, indemnify and hold Seller harmless from loses and damages arising from inspection and testing of the Property. Buyer hereby would still restore the Property to living standard condition reasonably.

12. Seller would make a good faith effort to provide to Buyer and/or title company copies of all material studies, reports, tests and surveys regarding the Property after execution of the Purchase Agreement, in order to facilitate closing of the subject property.

13. Opening of Escrow: Escrow agent shall be designated at seller choice and discretion within three (3) business days from execution of this Letter of Intent. The Purchase Agreement and Mutual Escrow Instructions shall be mutually prepared and executed by Buyer and Seller within three (_3__) days of execution by both parties of this Letter of Intent to purchase (the "Contract").

14. Deposit Toward Purchase Price:

A. Initial Deposit: Concurrently with the opening of escrow, Buyer shall place therein the sum of 10% of the purchase price ($_15,500.00_) as a refundable deposit toward

18. Other Provisions:

A. The Purchase Agreement may contain other provisions such as, but not limited to, a liquidated damages clause, attorney's fees, notices, mutual indemnifications, broker's commission, and the like.

B. Any and all documentation provided by Seller to Buyer shall be returned to Seller upon cancellation of this transaction.

19. Seller and Buyer each covenants and agrees with the other that is would use its best efforts, acting in good faith, to get this file moving toward closing, and may not disclose or permit the disclosure of the existence or the terms of the Letter of Intent, or the transaction contemplated herein, to any other prospective buyer, without the other party's consent; provided, however, Buyer may disclose this Letter of Intent and the transactions contemplated herein to Buyer's attorneys, consultants, or other agents, or as required by law or by any governmental agency, or reasonably believed by Buyer's attorneys to be required by law; and provided further that Seller may disclose this Letter of Intent and the transactions contemplated herein to Seller's attorneys, consultants or other agents, related interest parties or as required by law or by any governmental agency, or reasonably believed by Seller's attorney's to be required by law or by city rules and regulations.

20. This Letter of Intent constitutes the entire understanding between the parties regarding the Transaction, and all prior correspondence and discussions between the parties concerning the Transaction are superseded by this Letter of Intent.

21. Expiration of Offer: This Letter of Intent shall constitute an open offer until _90_, at which time it shall be automatically terminated if not executed by Seller.

and applicable to the Purchase Price ("the Initial Deposit"). Escrow Holder may deposit such sum in an non-interest-bearing. if any accruing benefit or profit, it may be allocated for the benefit of the seller. 15.

15. Feasibility Period: Buyer shall not have any time for inspection or to perform any feasibility and due diligence for subject property after the date of execution of this letter of intent. All feasibility period of time or due diligence for inspection shall be done prior to execution of this letter. Seller shall fully cooperate with Buyer in providing any and all information available regarding the development potential of the property. Buyer may not terminate this Letter of Intent and/or the Purchase Agreement after the execution of this letter, or for any reason without seller written notification and Seller' approval of the termination.

16. Buyer's Condition Precedent to Closing: Following the expiration of the Feasibility Period, Buyer's obligation to close escrow shall be subject only to the following conditions:

A. Title Company shall be in position to issue a policy of title insurance to Buyer in the full amount of the Purchase Price showing good and marketable title vested in Buyer subject only to such exceptions to title as have been approved by Buyer during the Feasibility Period.

B. The non-existence of any development, building, construction, flood or moratoria affecting the Subject Property.

C. Seller to provide Buyer title to property free and clear of liens except for non-delinquent bonds and taxes.

17. Close of Escrow: Close of escrow to be on or before _60 days upon execution of contractual purchase agreement.

If the above outline of terms and conditions are acceptable, please indicate by signing below. All parties to these transactions intend that this proposal be superseded by a the Purchase Agreement. In the meantime, all parties agree to proceed in accordance with terms and conditions outlined in this Letter of Intent. Seller understands the purpose of this Letter of Intent will constitute the willingness of both parties of entering into a formal agreement. This Letter of Intent is only binding on the parties during the Contract period. Seller shall not solicit other offers during the Contract Period.

BUYER'S REP: AEGEUS INSPIRED LIVING, CORP

_____ Dated: 12/15/16

Buyer's Rep. Signature

BY: Magdadene Dieuvil Its: President

SELLER'S REP: CITY OF FORT PIERCE

_____ Dated: _____

Seller's Rep. Signature

BY: _____ Its: _____

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

COLDWELL BANKER PARADISE

PARTIES: City Of Fort Pierce ("Seller"), and 111 Okeechobee LLC ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. **PROPERTY DESCRIPTION:**
   (a) Street address, city, zip: 505 N 7th, Fort Pierce,FL, 34950
   (b) Property is located in: St Lucie County, Florida. Real Property Tax ID No.: 2410-601-0134-000-8
   (c) Real Property: The legal description is FEE AND MAY'S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP 24/10C)

   together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.
   (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
   Other Personal Property items included in this purchase are:

   Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
   (e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

2. **PURCHASE PRICE** (U.S. currency): $ 50,000.00
   (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) $ 5,000.00
   The initial deposit made payable and delivered to "Escrow Agent" named below
   (CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within ____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
   Escrow Agent Information: Name: First American Title Insurance Company
   Address: 2001 9th Ave Suite#108, Vero Beach,FL, 32966
   Phone: (772)794-9855 E-mail: tshrum@firstam.com Fax: N/A
   (b) Additional deposit to be delivered to Escrow Agent within ____ (if left blank, then 10) days after Effective Date $
   (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
   (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8
   (d) Other: $
   (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds $ 45,000.00
   NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.
3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
   (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before December 18, 2016, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
   (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").
4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on On or before 02/02/2017 ("Closing Date"), at the time established by the Closing Agent.

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5. **EXTENSION OF CLOSING DATE:**

(a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' Insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' Insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. **OCCUPANCY AND POSSESSION:**

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) ☒ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. **ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. **FINANCING:**

☒ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) loan on the following terms within _____ (if left blank, then 45) days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the earlier of:

(i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or

(ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph 8(b) (ii), shall not be modified by Paragraph 5(a).

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- Title search charges (if Paragraph 9(c) (iii) is checked)
- Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c) (ii) is checked)
- Loan expenses
- Appraisal fees
- Buyer's inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)
- Other: _____

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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 health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have*** 30 ***(if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. **DEFAULT:**
(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon

default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. **DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. **ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. **STANDARDS:**

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES.** If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.
(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit (s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.
(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.
J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.
K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.
L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.
M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.
N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided,

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however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the

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applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract **(Check if applicable):**

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood In
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration

20. ADDITIONAL TERMS: Buyer(s) acknowledge(s) that Broker is representing Buyer(s) in a statutory Transaction Brokerage relationship as set forth in §§ 475.01(1)(l) and 475.27892)(b), Florida Statutes. In addition to the commission to be paid by Seller, Buyer(s) agree(s) to pay Coldwell Banker a commission of $295 at closing. Buyer(s) will have no obligation to pay this fee if closing does not occur.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions

should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: Daniel Bajandas Agent of 111 Okeechobee LLC A Florida Limited liability Co. Date: 12/10/16

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
111 Okeechobee LLC	City of Fort Pierce
3425 Garden Ave	100 US 1
Miami Beach,FL, 33140	Fort Pierce,FL, 34950

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

N/A	Hampton Jackson
Cooperating Sales Associate, if any	**Listing Sales Associate**
N/A	Coldwell Banker Paradise Hoyt Murphy Realtors
Cooperating Broker, if any	**Listing Broker**

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Serial#: 006429-800148-0612637

111 Okeechobee LLC

350 Lincoln Rd 2nd Floor

Miami Beach, FL 33139

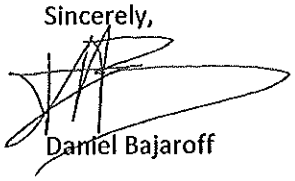
305-710-5827

12/12/16

I Daniel Bajaroff the sole owner of 111 Okeechobee LLC am excited to bring a Yoga and Meditation community to 505 N 7th in Fort Pierce, FLorida. I think that the area by Avenue D although it has a ways to go can benefit from a Yoga, Holistic, type community. I have been investing in the area for about 2 years now and hope at some point to make Fort Pierce my home base. I currently live in Miami Beach Florida and am under contract to purchase a residential home in Fort Pierce. Should the Yoga type community not work I would look into other ventures but the intent would be to bring community together.

My primary focus would be a Yoga Center with potential to stay a few weeks in the center for studies and training.

Sincerely,



Daniel Bajaroff

305-710-5827

COLDWELL BANKER
PARADISE
HOYT MURPHY REALTORS®

Hampton Jackson
Associate

Coldwell Banker Paradise
Hoyt Murphy Realtors
411 N U.S. Highway 1
Fort Pierce, FL 34950

Cell Phone: 772-494-8402
Direct Line: 772-409-1145
Fax: 772-460-2067

City of Fort Pierce
100 N. US.1
Fort Pierce, FL 34950

RE: 505 N. 7th Street, Fort Pierce, FL 34950

This activity report is drafted on behalf of the City of Fort Pierce. With regard to activity report from dates January 1, 2017 to March 1, 2017.

1. Property was originally listed in local regional and state wide MLS on 9/19/2016.
2. Property was listed in loopnet on 10/01/2016.
3. Property has also been uploaded to over 30 web partners with regard to marketing efforts.
4. Property has been shown 5 times to a wide variety of investors.
5. Property has been viewed online 467 times from search results.
6. Property has appeared over 19,000 times and displayed in search results.
7. Property was viewed online 802 times, 67% better than similar listings.

Sincerely,

Hampton Jackson
Realtor

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Create email campaigns FREE.

Connecting Commercial Real Estate™ Add a Listing Find a Broker Products Hoyt C. PREMIUM 10+

Back to My Listings

An Active Premium Listing

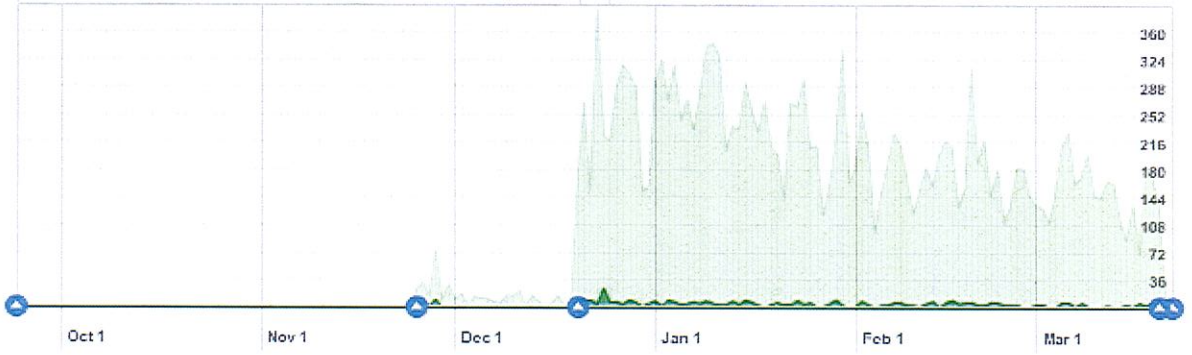
Listing Activity Report for 7,126 Sqft Commercial Building- Only $120,000!!

Exposure Scores

Exposure scores count visits to your listing from different paths. The chart allows you to understand how your listing performs over time.

19,104 No. times displayed in search results
Better than 67% of similar listings

467 No. times listing viewed from search results
Better than 67% of similar listings



Create email campaigns FREE.

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Back to My Listings

An Active Premium Listing

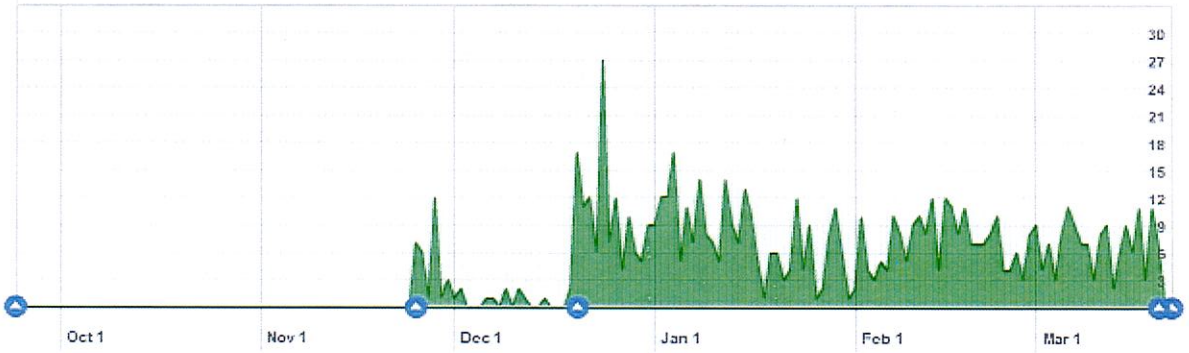
Listing Activity Report for 7,126 Sqft Commercial Building- Only $120,000!!

Exposure Scores

Exposure scores count visits to your listing from different paths. The chart allows you to understand how your listing performs over time.

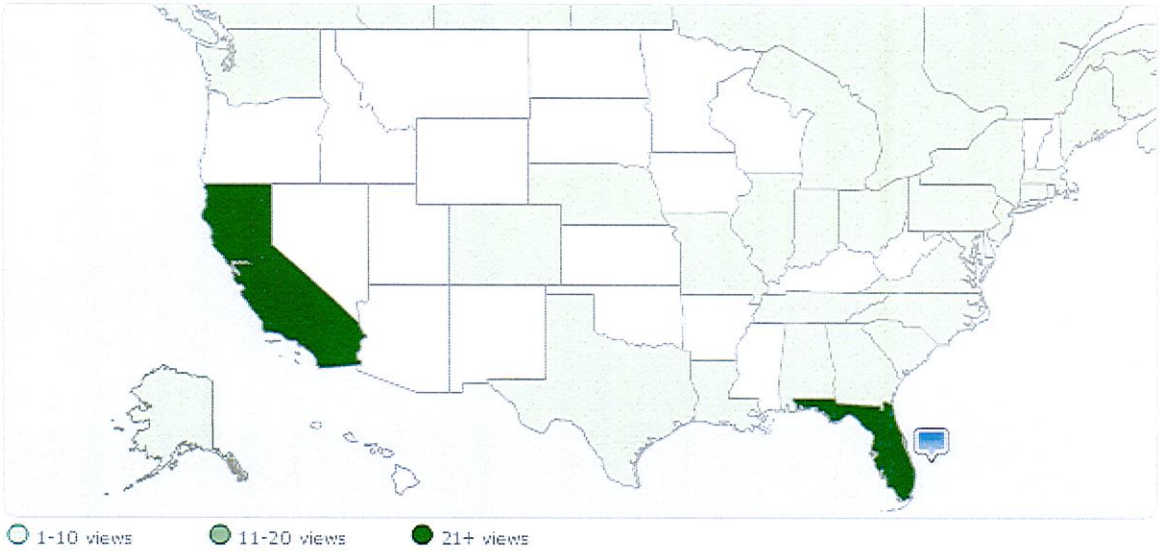
802 No. times listing viewed

Better than 67% of similar listings



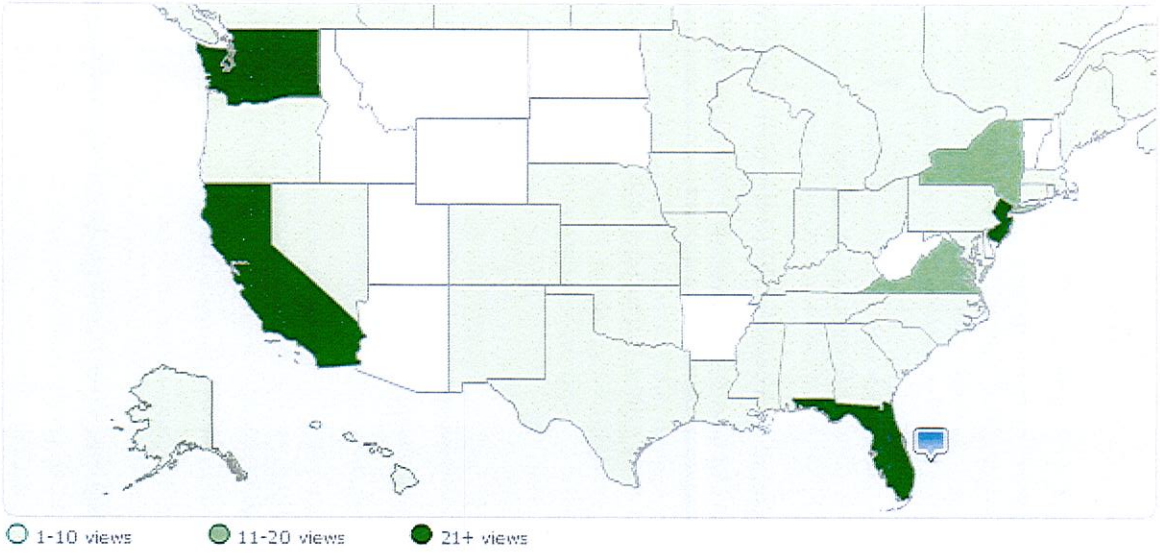
Visitor Map

The visitor map displays where your listing is being viewed from and how many times it's been viewed from a location.



Visitor Map

The visitor map displays where your listing is being viewed from and how many times it's been viewed from a location.



Visitor Details

The visitor details summarize whether your listing was viewed by brokers or principals that reside outside or inside of the county your listing is located in.

Outside of listing's county

- 18% Owners/Investors/ Principals
- 11% Brokers/Agents

Inside of listing's county

- 1% Owners/Investors/ Principals
- 3% Brokers/Agents

Unknown/Other

- 67%

Role	City	State	Country	Date Viewed
Unknown	HOLLYWOOD	FL	US	Mon 03/20/2017
Unknown	FORT PIERCE	FL	US	Mon 03/20/2017
Unknown	FORT PIERCE	FL	US	Mon 03/20/2017
Broker/Agent	VERO BEACH	FL	US	Mon 03/20/2017
Broker/Agent	VERO BEACH	FL	US	Mon 03/20/2017
Broker/Agent	VERO BEACH	FL	US	Mon 03/20/2017
Developer	WINTER HAVEN	FL	US	Sun 03/19/2017
Developer	WINTER HAVEN	FL	US	Sun 03/19/2017
Developer	WINTER HAVEN	FL	US	Sun 03/19/2017
Owner/Investor	WEST PALM BEACH	FL	US	Sun 03/19/2017
Unknown	FORT LAUDERDALE	FL	US	Sun 03/19/2017
Unknown	ORLANDO	FL	US	Sun 03/19/2017
Unknown	ORLANDO	FL	US	Sun 03/19/2017
Unknown	PISCATAWAY	NJ	US	Sun 03/19/2017
Unknown	STUART	FL	US	Sat 03/18/2017
Unknown	ORLANDO	FL	US	Sat 03/18/2017

1 - 20 of 467 Records

1 2 3 4 5 ... Next Last

Visitor Details

The visitor details summarize whether your listing was viewed by brokers or principals that reside outside or inside of the county your listing is located in.

Outside of listing's county
- 11% Owners/Investors/ Principals
- 7% Brokers/Agents

Inside of listing's county
- 1% Owners/Investors/ Principals
- 2% Brokers/Agents

Unknown/Other
- 79%

Role	City	State	Country	Date Viewed
Unknown	HOLLYWOOD	FL	US	Mon 03/20/2017
Unknown	QUINCY	WA	US	Mon 03/20/2017
Unknown	FORT PIERCE	FL	US	Mon 03/20/2017
Unknown	FORT PIERCE	FL	US	Mon 03/20/2017
Broker/Agent	VERO BEACH	FL	US	Mon 03/20/2017
Broker/Agent	VERO BEACH	FL	US	Mon 03/20/2017
Broker/Agent	VERO BEACH	FL	US	Mon 03/20/2017
Unknown	FORT PIERCE SOUTH	FL	US	Sun 03/19/2017
Developer	WINTER HAVEN	FL	US	Sun 03/19/2017
Developer	WINTER HAVEN	FL	US	Sun 03/19/2017
Developer	WINTER HAVEN	FL	US	Sun 03/19/2017
Owner/Investor	WEST PALM BEACH	FL	US	Sun 03/19/2017
Unknown	FORT LAUDERDALE	FL	US	Sun 03/19/2017
Unknown	SAINT CLOUD	FL	US	Sun 03/19/2017
Unknown	PISCATAWAY	NJ	US	Sun 03/19/2017
Unknown	LAS VEGAS	NV	US	Sun 03/19/2017

1 - 20 of 513 Records

1 2 3 4 5 ... Next Last

Role	City	State	Country	Date Viewed
Unknown	ORLANDO	FL	US	Sun 03/19/2017
Unknown	ORLANDO	FL	US	Sun 03/19/2017
Unknown	ORLANDO	FL	US	Sat 03/18/2017
Unknown	STUART	FL	US	Sat 03/18/2017

1 - 20 of 513 Records

1 2 3 4 5 ... Next Last

Role	City	State	Country	Date Viewed
Unknown	RIVER PARK	FL	US	Sat 03/18/2017
Unknown	PORT SAINT LUCIE	FL	US	Fri 03/17/2017
Unknown	PORT SAINT LUCIE	FL	US	Fri 03/17/2017
Unknown	MIAMI	FL	US	Fri 03/17/2017

1 - 20 of 467 Records

1 2 3 4 5 ... Next Last

AN APPRAISAL OF

THE FORMER CHILD CARE CENTER
LOCATED AT
505 NORTH 7TH STREET
FORT PIERCE, FLORIDA

FILE #15-73303

PREPARED FOR

CITY OF FORT PIERCE

AS OF

JULY 28, 2015

BY

STEPHEN G. NEILL, MAI
CALLAWAY & PRICE, INC.

Callaway & Price, Inc.

Real Estate Appraisers And Consultants

www.callawayandprice.com

Licensed Real Estate Brokers

SOUTH FLORIDA

1410 Park Lane South
Suite 1
Jupiter, FL 33458
Phone (561)686-0333
Fax (561) 686-3705

Michael R. Slade, MAI, SRA, CRE
Cert Gen RZ116
mrs@cpwpb.com

Stephen D. Shaw, MAI
Cert Gen RZ1192
sds@cpwpb.com

TREASURE COAST

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Fax (772) 461-0809

Stuart
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Please respond to Treasure Coast office
E-Mail: s.neill@callawayandprice.com

July 30, 2015

Ms. Gelencia Carter
City of Fort Pierce
100 North U.S. Highway 1
Ft. Pierce, FL 34950

Dear Ms. Carter:

We have made an investigation and analysis of the former day-care center located at 505 north 7th Street in Fort Pierce, Florida. It was formerly used for the Hill Haven Head Start Center, however is now vacant. The Subject Property will be further described both narratively and legally within the following Summary Appraisal Report. The purpose of this investigation and analysis was to estimate the Market Value of the Fee Simple Estate of the Subject Property as of July 28, 2015.

The Subject Property is currently under the ownership of the City of Fort Pierce. This report has been prepared for the City of Fort Pierce. The intended use was to assist the client for internal decision making purposes. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

The scope of work performed included an analysis of the Subject Property using the sales comparison approach and the income capitalization approach to value. Further in the report is a detailed scope of work description.

As a result of our investigation and analysis of the information obtained there from, as well as a general knowledge of real estate valuation procedures, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property as of July 28, 2015 was:

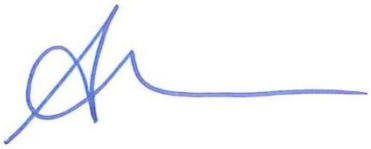
$200,000

It is important to note that the valuation within this report does not include any of the remaining FF&E (Furniture, Fixtures, & Equipment) that is located at the Subject Property as these items are not considered a part of the real estate.

A description of the property appraised, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent.

Respectfully submitted,

CALLAWAY & PRICE, INC.



Stephen G. Neill, MAI
Cert Gen RZ2480

Anthony D. Vercillo
Cert Gen RZ2956

SGN/ADV/clw:15-73303
Attachments

PROPERTY TYPE	:	Former Child Day Care/Learning Center
LOCATION	:	The Subject Property is located on the west side of North 7th Street and on the north side of Cedar Street. The physical street address is 505 North 7th Street, Fort Pierce, Florida.
DATE OF VALUATION	:	July 28, 2015
PURPOSE OF APPRAISAL	:	To estimate the Market Value of the Fee Simple Estate of the Subject Property
PROPERTY DESCRIPTION:		
LAND	:	The Subject Property contains 39,640 square feet, or approximately 0.91 acres of land.
BUILDING	:	One single story building containing a total of 8,700 square feet of gross building area which includes the 1,528 square foot finished basement area. The improvements will be described in more detail later in the report.
ZONING	:	R-4, Medium Density Residential, by the City of Fort Pierce
LAND USE PLAN	:	RM, Medium Density Residential, by the City of Fort Pierce
HIGHEST AND BEST USE:		
AS IMPROVED	:	Future/Continued Use of the Existing Improvements as a child care facility or other approved institutional type use
VALUE INDICATIONS:		
SALES COMPARISON APPROACH	:	$200,000
MARKET VALUE OF THE FEE SIMPLE ESTATE OF THE SUBJECT PROPERTY AS OF JULY 28, 2015	:	$200,000

Page No.

CERTIFICATION 1
LIMITING CONDITIONS 3
DEFINITION OF THE APPRAISAL PROBLEM 14
Purpose, Date of Value, and Interest Appraised 14
Intended Use and User of Appraisal 14
Legal Description 14
Extraordinary Assumptions and Hypothetical Conditions 14
Market Value 14
Fee Simple Estate 15
SCOPE OF WORK 16
NEIGHBORHOOD DATA 17
Access 18
Land Uses 18
Conclusion 18
PROPERTY DATA 19
Location 19
Zoning 19
Land Use Plan 21
Concurrency 21
Site Size, Shape and Access 21
Utilities 22
Topography 22
Flood Hazard Zone 22
Assessed Value and Taxes – 2014 23
Property History 23
DESCRIPTION OF IMPROVEMENTS 24
Land Improvements 24
Building Improvements 24
HIGHEST AND BEST USE 26
Conclusion – As Improved 26
SALES COMPARISON APPROACH 28
Discussion of Adjustments 46
Conclusion 48
ADDENDA
Letter of Engagement
Qualifications:
Stephen G. Neill, MAI
Anthony D. Vercillo

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.

4. We have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment

5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and The Interagency Appraisal and Evaluation Guidelines, December 10, 2010.

9. Stephen G. Neill, MAI and Anthony D. Vercillo have made a personal inspection of the property that is the subject of this report.

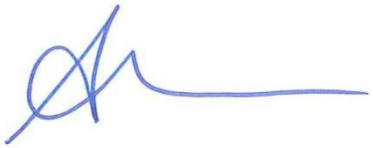
10. No one provided significant real property appraisal assistance to the persons signing this certification.

11. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

12. The reported analyses, opinions and conclusion were developed, and this report was prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

14. As of the date of this report, Stephen G. Neill, MAI has completed the continuing education program of the Appraisal Institute.



Stephen G. Neill, MAI
Cert Gen RZ2480

Anthony D. Vercillo
Cert Gen RZ2956

SGN/ADV/clw:15-73303

LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.

3. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.

4. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.

5. This appraisal expresses our opinion, and employment to make this appraisal was in no way contingent upon the reporting of predetermined value or conclusion.

6. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements.

7. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.

8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.

9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

11. Our opinion of value was based on the assumption of competent marketing and management regarding the Subject Property. If there is no competent marketing and management, then the value contained herein may not apply.

SIDE VIEW OF SUBJECT PROPERTY

FRONT VIEW OF SUBJECT IMPROVEMENTS

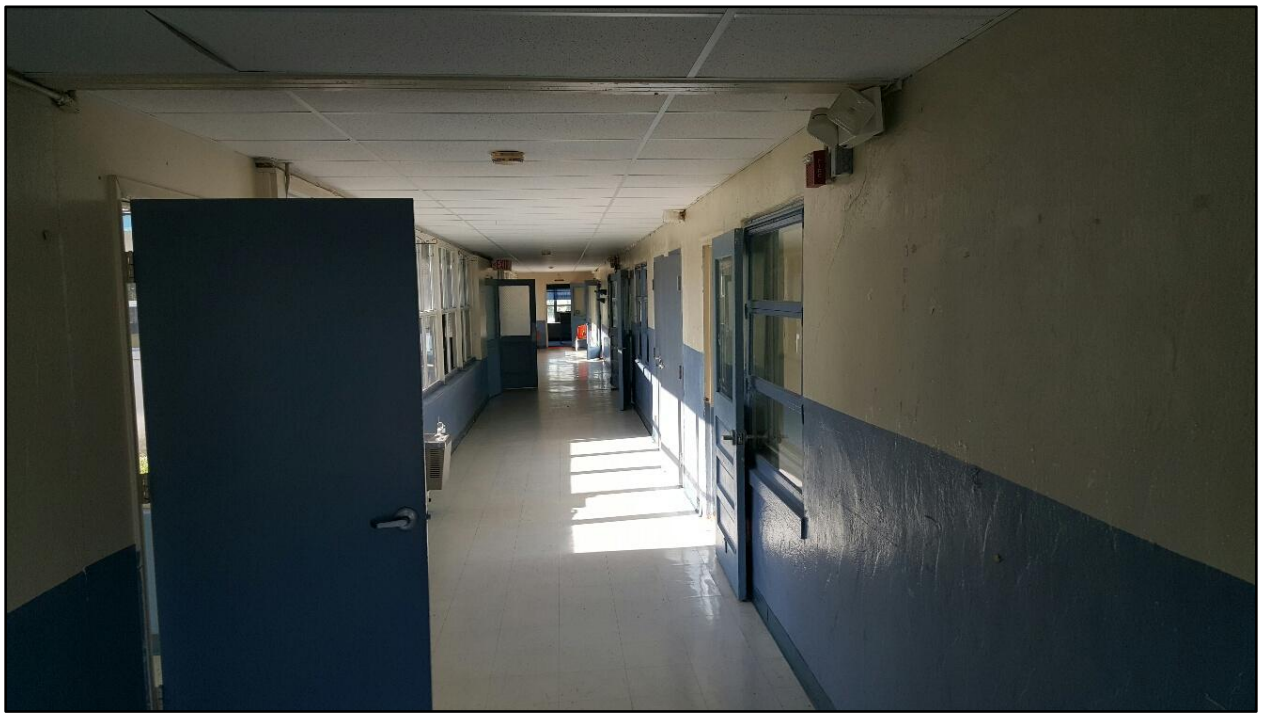
EXTERIOR VIEW OF REAR PORTION OF FACILITY

EXTERIOR VIEW OF SUBJECT IMPROVEMENTS

INTERIOR VIEW OF KITCHEN AREA IN SUBJECT PROPERTY

INTERIOR VIEW OF TYPICAL CLASSROOM AREA

VIEW OF FLOOR DAMAGE IN ONE OF THE CLASSROOM AREAS

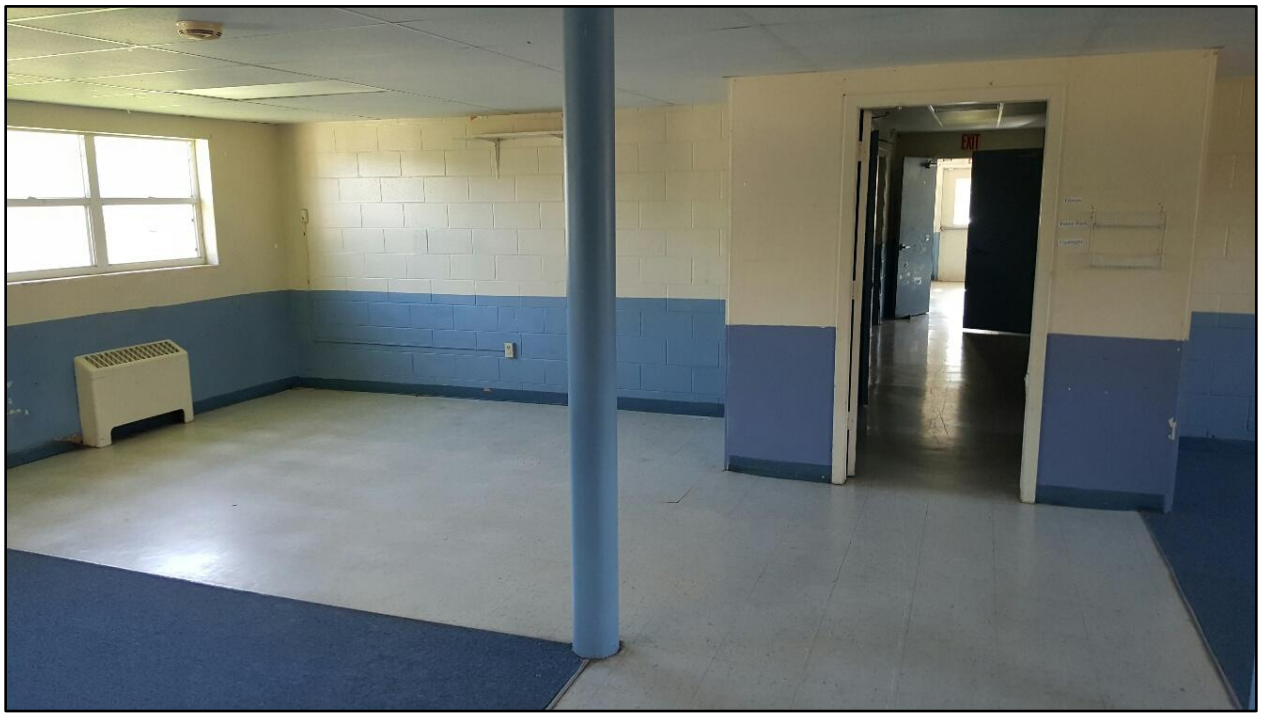


INTERIOR HALLWAY VIEW

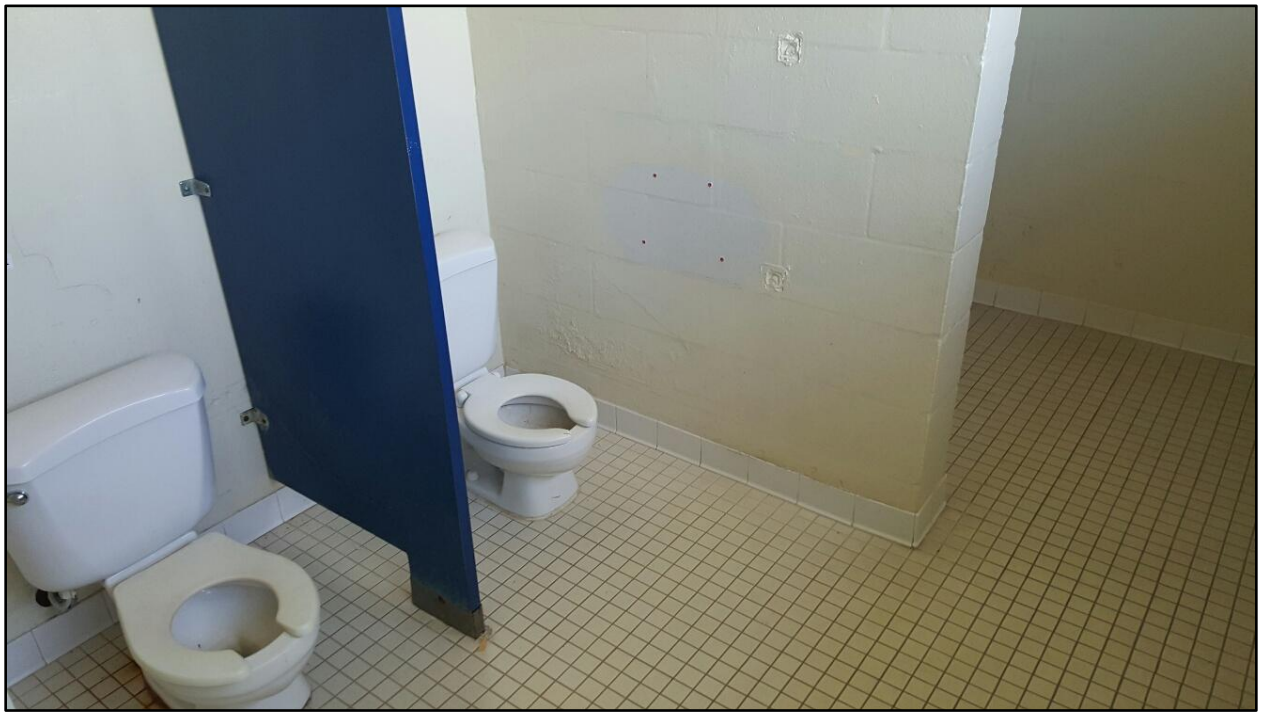
TYPICAL INTERIOR VIEW

ADDITIONAL VIEW OF KITCHEN AREA

INTERIOR VIEW OF BASEMENT AREA



INTEROR VIEW OF CLASSROOM AREA



TYPICAL VIEW OF CHILDREN'S RESTROOMS

INTERIOR VIEW OF OFFICE AREA

VIEW ALONG CEDAR PLACE ON SOUTH SIDE OF SUBJECT

VIEW OF NORTH 7TH STREET ON EAST SIDE OF SUBJECT

AERIAL PHOTO

DEFINITION OF THE APPRAISAL PROBLEM

Purpose, Date of Value, and Interest Appraised

The purpose of this investigation and analysis was to provide our opinion of the Market Value of the Fee Simple Estate of the Subject Property as well as the Leasehold Interest of the Subject Property as of July 28, 2015.

Intended Use and User of Appraisal

This report has been prepared for our client, the City of Fort Pierce. The intended use was to assist the client for internal decision making purposes. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

Legal Description

Fee and May's Replat Subdivision Block lots 1, 2, 3, 18, 19 and 20 (MAP 24/10C); Parcel ID 24-10-601-0134-0008

Source: Public Records (Deed)

Extraordinary Assumptions and Hypothetical Conditions

This appraisal is not subject to any Extraordinary Assumptions or Hypothetical Conditions.

Market Value

Section 1110 of Financial Institutions Reform, Recovery, and Enforcement Act's (FIRREA) instructions to the Office of Thrift Supervision uses the definition of Market Value below as developed by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and adopted by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

> "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> a. buyer and seller are typically motivated;
>
> b. both parties are well informed or well advised, and acting in what they consider their own best interests;
>
> c. a reasonable time is allowed for exposure in the open market;

d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Fee Simple Estate

The Dictionary of Real Estate Appraisal, Fifth Edition 2010, by the Appraisal Institute, defines Fee Simple Estate on page 78 as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

SCOPE OF WORK

According to the 14th Edition of The Appraisal of Real Estate, page 38, "Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any.

The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation."

The first step in the appraisal process involved defining the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determined if the appraisal were subject to any extraordinary assumptions or hypothetical conditions.

The next step involved the inspection of the Subject Property on July 28, 2015 by Stephen G. Neill, MAI, and Anthony D. Vercillo. The inspection allowed us to understand the physical components of the Subject Property. In addition to the inspection of the Subject Property, we also began the data-collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including a market area analysis, neighborhood analysis, and property data analysis. We gathered and reviewed information from the St. Lucie County Property Appraiser's Office, and the City of Fort Pierce Planning Department.

The third step in the process was to determine the Highest and Best Use of the Subject Property as vacant and as improved. Through the Highest and Best Use analysis, we determined the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we relied on information obtained from the data-collection process.

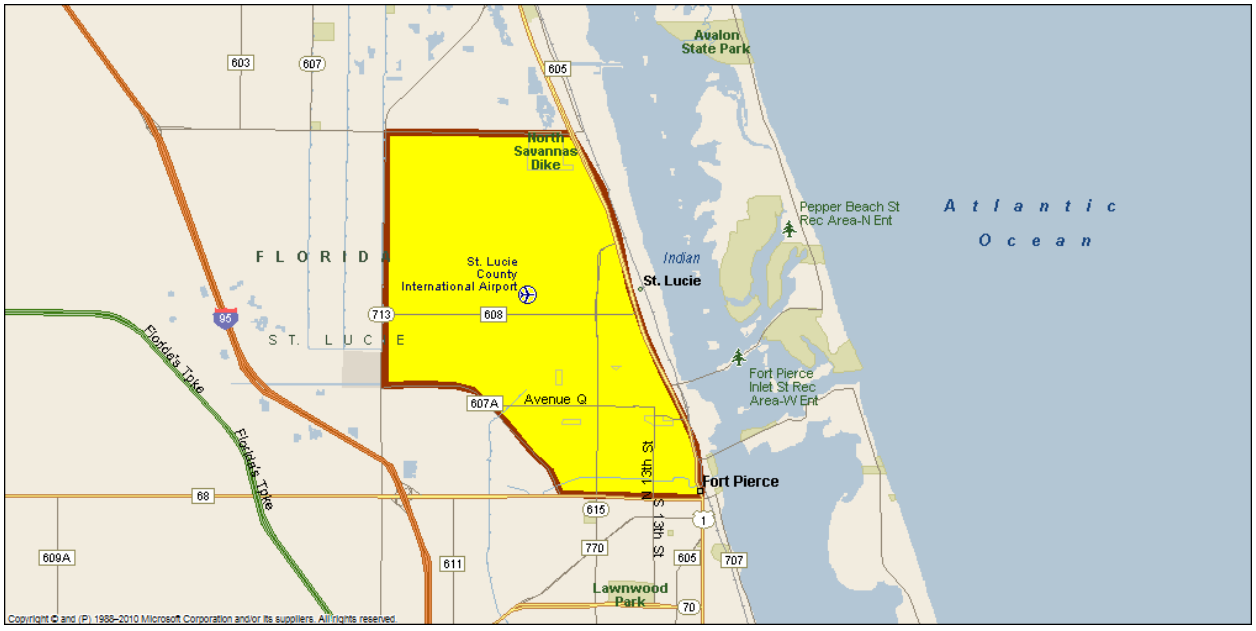
The fourth step was the application of the appropriate approaches to value. *No approaches were specifically omitted from this appraisal by the client.* However, for this assignment we have only considered the Cost Approach and the Sales Comparison Approach. We have not performed the Income Approach as these types of facilities are rarely purchased for their income potential and are most often owner occupied or utilized.

Finally, we performed a reconciliation to arrive at our final opinion of value. In our reconciliation we considered all of the strengths and weaknesses of each approach and concluded at our opinion of market value.

NEIGHBORHOOD DATA

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

Neighborhood Map



In the case of this appraisal assignment, neighborhood boundaries are identified by physical boundaries and surrounding land uses. The neighborhood boundaries are considered to be as follows:

North - Indrio Road
South - Orange Avenue
East - U.S. Highway 1
West - Angle Road

Access

The primary north/south roadways in the Subject Neighborhood include U.S. Highway 1, 25th Street, and Angle Road. The primary east/west roadways in the Subject Neighborhood include Indrio Road, Orange Avenue, Avenue D, and St. Lucie Boulevard. Of these roadways, Indrio Road and Orange Avenue provide access to I-95 to the west, while all of the roadways provide access to U.S. Highway 1.

Land Uses

The Subject Neighborhood is dominated by residential development. This primarily includes single-family development; however, multifamily is also prevalent. Commercial development is primarily located along U.S. Highway 1, Orange Avenue, Avenue D, and to some extent 25th Street. The primary uses along these corridors are retail in nature. The area contains limited office development. Also prevalent in the Subject Neighborhood is industrial development. Industrial development is located along Angle Road and St. Lucie Boulevard. Most of the industrial uses within the neighborhood are light in nature.

To our knowledge there are limited plans for new development within the Subject Neighborhood.

Conclusion

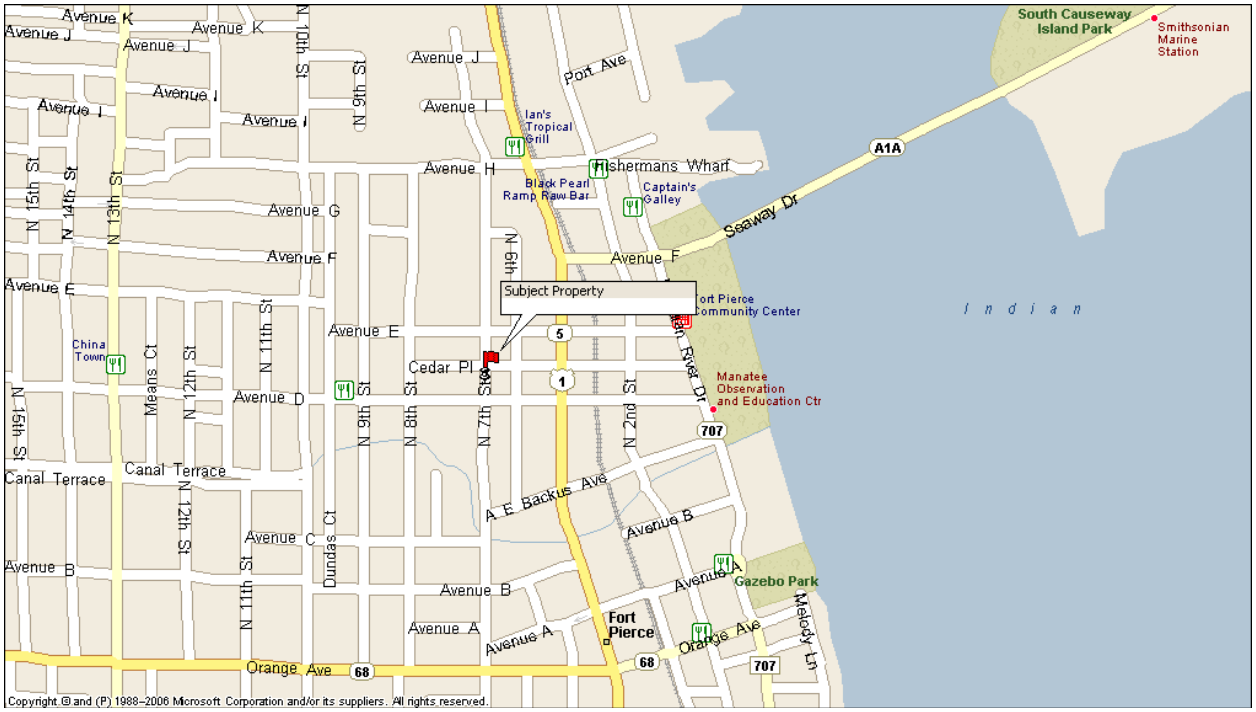
The Subject neighborhood is considered to be a large portion of the City of Fort Pierce. The neighborhood is primarily built-out with limited available vacant land. It is likely that redevelopment will continue once the market improves.

PROPERTY DATA

Location

The Subject Property is located on the west side of North 7th Street and on the north side of Cedar Place in Fort Pierce. The physical street address is 505 North 7th Street, Florida. A location map is presented below for the reader's convenience.

Location Map



Zoning

The site is zoned R-4, Medium Density Residential, by the City of Fort Pierce. This district is designed to accommodate a variety of housing types, including conventional single-family dwellings, duplexes and, where desirable, mobile homes or multifamily housing with three (3) or more dwelling units. Maximum gross densities should generally not exceed ten (10) units per acre for conventional developments and twelve (12) units per acre for innovative residential developments. This intensity of residential use is envisioned for locations which have public water and sewer service and which have adequate access to arterial or collector streets. Certain nonresidential uses are permitted within stated parameters and safeguards.

The following uses and their accessory uses are permitted in an R-4 Zone:

- Single-family dwellings, except mobile homes
- Duplexes
- Triplexes and quadraplexes
- Multifamily housing developments
- Home occupations
- Temporary uses

Some of the Conditional Use Include:

- Boarding Houses
- Hospitals, sanitariums, rest homes, convalescent homes and adult congregate living facilities
- Churches, schools, and day care centers
- Park or recreations areas
- Community Centers and non-profit clubs
- Professional, administrative offices
- Some neighborhood commercial uses

Lot Size and Dimensional Requirements

Single-Family Development:

Lot size requirements for detached single-family dwelling units shall be in accordance with the lot size requirements for the R-4 District as shown below:

				MINIMUM YARD (Ft)					
MAXIMUM GROSS DENSITY (Du/Ac)	MINIMUM LOT SIZE (Sq Ft)	MINIMUM LOT WIDTH (Ft)	MINIMUM LOT DEPTH (Ft)	FRONT	REAR	SIDE	SIDE @ CORNER	MAXIMUM HEIGHT (Ft)	MAXIMUM LOT COVERAGE BY BLDGS
3	5,000	60	70	25	15	6	15	45	40%

Multifamily Development:

Lot size requirements for a duplex, triplex or a quadraplex shall be in accordance with the lot size requirements for the R-4 District as shown below:

				MINIMUM YARD (Ft)*					
MAXIMUM GROSS DENSITY (Du/Ac)	MINIMUM LOT SIZE (Sq Ft)	MINIMUM LOT WIDTH (Ft)	MINIMUM LOT DEPTH (Ft)	FRONT	REAR	SIDE	SIDE @ CORNER	MAXIMUM HEIGHT (Ft)	MAXIMUM LOT COVERAGE BY BLDGS
10	4,000	75	90	25	20	10	15	45	50%

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

Land Use Plan

The Subject Property is designated RM. Medium Density Residential by the City of Fort Pierce. The land use designation is in line with the current zoning classification.

Concurrency

In 1985, the Florida Legislature enacted the Local Government Comprehensive Planning and Land Development Regional Act (Chapter 163, Part II, Florida Statutes), commonly referred to as "The Growth Management Act".

In 2011, the state legislature rescinded this law, and now each county can address almost all of these factors as they wish. Since the Subject Property is improved, it is not affected by concurrency.

Site Size, Shape and Access

The Subject Property is generally rectangular in shape and contains approximately 39,640 square feet, or 0.91 acre, according to Public Records and aerial plat maps. The site has frontage along both North 7th Street as well as Cedar Place. Access is paved and is provided from both North 7th Street as well as Cedar Place. Located below is a plat map depicting the Subject Property.

Plat Map

Utilities

The Subject Property has municipal water and sewer provided by the Fort Pierce Utility Authority as is the electricity. Telephone service is provided by AT&T.

Topography

The Subject Property is level and at the approximate grade with North 7th Street, however it should be noted that is located on the top area of a hill along this thoroughfare. While a soil survey was not provided, no drainage problems were noted at the time of inspection.

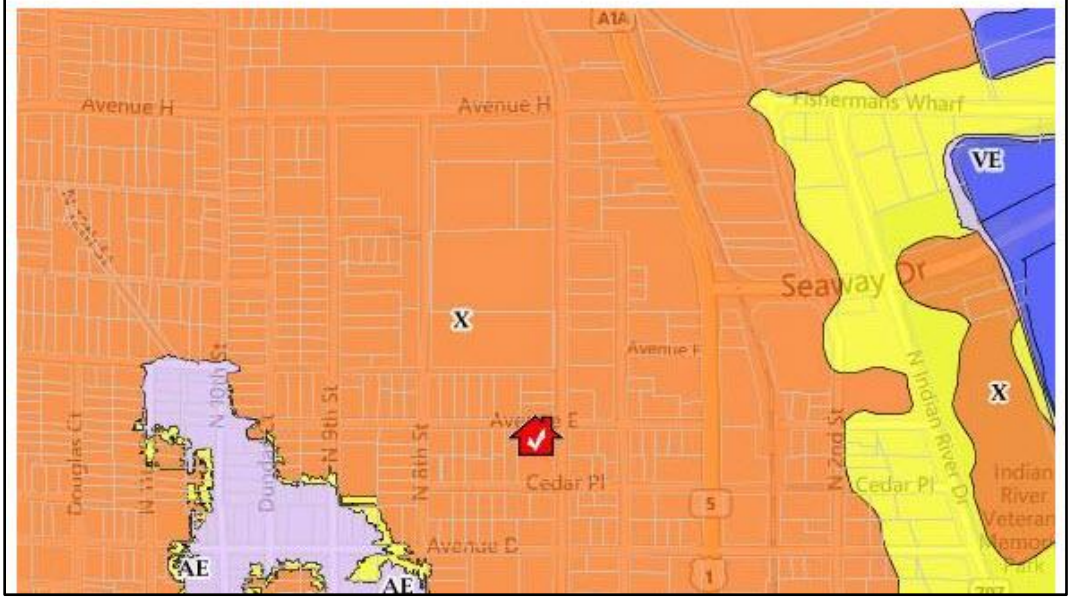
Flood Hazard Zone

The Subject Property lies within Flood Zone "X", according to the Flood Insurance Rate Map (Panel Number 1202860179G) prepared for the National Flood Insurance Program of the U.S. Department of Housing and Urban Development (HUD), effective February 16, 2012. Flood Zone "X" indicates areas outside the 500-year flood plain.

Flood Zone Code	Flood Zone Panel	Panel Date
X	120286 - 12111C0179J	02/16/2012
Special Flood Hazard Area (SFHA)	**Within 250 ft. of multiple flood zones?**	**Community Name**
Out	No	FORT PIERCE

Flood Zone Description:

Zone X-An area that is determined to be outside the 100- and 500-year floodplains.



Assessed Value and Taxes – 2014

2014 Taxes				
Subject Property Parcel Control Number	**Land Assessment**	**Building Assessment**	**Total Assessment**	**Total Taxes**
24-10-601-0134-0008	$39,900	$146,400	$186,300	$562
24-10-601-0137-0009	$16,500	$0	$16,500	$221
Totals	**$56,400**	**$146,400**	**$202,800**	**$783**

The Subject Property is currently being assessed for $202,400, which equates to $25.77 per square foot of building area.

Property History

A title search was not provided by the client, nor did our office perform one. According to the St. Lucie County Property Appraiser's Office, the Subject Property is currently under the ownership of the City of Fort Pierce. It was formerly leased to the Agricultural and Labor Program (ALPI, Inc.) and used as a child care facility, however is now vacant.

There have been no transactions on the Subject Property within the last five years. The City of Fort Pierce is interested in leasing the property or selling it outright.

DESCRIPTION OF IMPROVEMENTS

Land Improvements

Site improvements consist of concrete and pavement/walkway areas, fenced areas, landscaped medians, a water retention area, and a 16-space parking lot.

Building Improvements

Type of Building	:	Former Child Care/Day Care School Facility
Date of Construction	:	Originally built in 1950 with an additional basement area of approximately 1,500 square feet.
Height	:	One story (8 foot ceilings)
Type of Construction	:	CBS
Exterior Walls	:	CBS
Windows	:	Aluminum Single Hung
Floor	:	Vinyl tile and some carpeted areas
Interior Walls	:	Painted drywall
Ceilings	:	Acoustical drop tiles
Air Conditioning & Heat	:	Mini-Split System, also wall units in each classroom area
Electricity	:	Adequate
Lighting	:	Fluorescent
Plumbing	:	Seven restrooms with 18 total fixtures
Contains	:	The Subject Building contains a total a total of 8,700 square feet of gross building area, of which 1,528 square feet is finished basement area. We have included the basement square footage in the valuation; however will recognize an adjustment for building quality against the comparable sales used. It contains five individual classroom areas, a main office area, a full kitchen area, and a large fenced playground facility located in the front

portion of the property. It was also noted that the facility was previously permitted for 102 students.

Condition & Comments	:	The Subject Property appears to be in fair condition and constructed with quality materials. The building was originally constructed in 1950 with some additional work in 1970. There were some items of deferred maintenance noted including damaged flooring, missing a/c wall units, and some areas in need of new paint.

Based on the physical condition of the property, we estimated the Subject has an economic life as follows:

Total Economic Life	:	45 years
Actual Age	:	55 years (Blended 1950/1970)
Effective Age	:	30 years (Overall)
Remaining Economic Life	:	15 years
Indicated Depreciation	:	67%

HIGHEST AND BEST USE

The Dictionary of Real Estate Appraisal, Fifth Edition 2010, by the Appraisal Institute defines Highest and Best Use on page 93 as follows:

> "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

To estimate the Highest and Best Use of the Subject, we have considered those uses which are legally permissible, physically possible, financially feasible, and maximally productive. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

Conclusion – As Improved

It is our opinion that the Highest and Best Use as Improved of the Subject Property is for future continued use of the existing improvements for a child day care facility or some type of other acceptable institutional use. The reasons for this conclusion are as follows:

1. The existing improvements as it s more recent use as a child day care facility represent a legal conforming use of the site and therefore are considered legally permissible. Other uses noted per conversations with the planning and zoning department of the City of Fort Pierce include professional or administrative offices, personal services, churches, hospitals, or assisted living facilities to name a few.

2. The most recent use a child care facility is obviously physically possible because these improvements served very functionally for the prior faculty. The Subject site is currently improved with a former child day care facility containing 8,700 square feet of net leasable area (includes finished basement). The building improvements were completed in 1950 and are in fair condition. The property was originally built as a nursing home facility however has been more recently used for a child care facility. The site size of 29,800 square feet appears to more than adequate for the existing improvements as well as outdoor playground space. The building improvements would also be considered adequate (with some renovation of deferred maintenance) for other uses such as office, church facilities, etc.

3. As discussed earlier in the report, the building improvements have most recently been utilized for a child day care center. The improvements have been vacant for approximately 20 months time and are in need of some

renovation/repair. Conversations with representatives from the City of Fort Pierce indicated that all of the recent interest in the building has been for continued use as a child day care center. It was reported that four different operators of other local child care centers have expressed interest in the property. Given this most recent interest, from all indications continued use as a child day care building is financially feasible. The improvements are in fair condition and still add contributory value to the Subject. Although it should be noted that there are other possible institutional type uses for the Subject Property

4. The maximally productive use of the Subject Property would be for future continued use of the improvements as a child day care facility, with other potential institutional uses as a secondary option.

SALES COMPARISON APPROACH

The Dictionary of Real Estate Appraisal, Fifth Edition 2010, by the Appraisal Institute defines Sales Comparison Approach on page 175 as follows:

> "The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison."

The Subject Property consists of a former child care that contains 8,700 square feet. At the present time the building is vacant. To determine the value of the Subject Property via the sales comparison approach we have considered similar type properties along the Treasure Coast. Given that there has been very few sales of older day care facilities, we have also considered retail, office, church centers, rehab facilities, and other building types that best capture the location and general building type of the Subject Property.

A sales location map and a chart of the selected sales are shown on the following pages, followed by our discussion.

Improved Sale 1

Property Identification

Record ID	1584
Property Type	Retail, Single Tenant
Property Name	Eunice Bridal
Address	617 Orange Avenue
Location	Southeast corner of Orange Avenue and South 7th Street
Tax ID	24-10-701-0033-0007

Sale Data

Grantor	BLB Trading LLC
Grantee	Cyprus IP LLC
Sale Date	July 17, 2015
Deed Book/Page	3769/512
Property Rights	Fee
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	$175,000
Cash Equivalent	$175,000
Adjusted Price	$175,000

Land Data

Land Size	0.453 Acres or 19,724 SF
Zoning	C3, Commercial
Topography	Generally level and at road grade
Utilities	All available

General Physical Data

Building Type	Single Tenant
Net SF	7,200
Construction Type	CBS
Roof Type	Flat Roll
Foundation	Concrete
Electrical	Assumed adequate
HVAC	Central
Stories	One
Year Built	1946 Average Condition

Indicators

Sale Price/Net SF	$24.31
Floor Area Ratio	0.37
Land to Building Ratio	2.74:1

Remarks

This is the July 2015 sale of a 7,200 square foot retail building located at 617 Orange Avenue in Ft. Pierce. The building was previously used for Eunice Bridal. It was indicated that the buyer intends to open a drug store.

The building has 8,468 square feet of gross building area which includes a covered parking area that is 27 x 47 feet. Additionally, the structure has 916 square feet of mezzanine space. It was reported that the mezzanine was in very poor condition and has not been included in the building calculations. The property was listed at $280,000, prior to selling at $175,000.

Improved Sale 2

Property Identification

Record ID	1583
Property Type	Institutional, Living Facility
Address	912 Avenue I, Fort Pierce, St. Lucie County, Florida
Location	North side of Avenue I and just east of North 10th Street
Tax ID	24-03-707-0009-0006

Sale Data

Grantor	Active Properties LLC
Grantee	PC Hotel LLC
Sale Date	June 11, 2015
Deed Book/Page	3756/520
Property Rights	Fee
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	$125,000
Cash Equivalent	$125,000
Adjusted Price	$125,000

Land Data

Land Size	0.560 Acres or 24,376 SF
Zoning	R4, Medium Density Residential
Topography	Generally level and at road grade
Utilities	All available

General Physical Data

Building Type	Single Tenant
Net SF	5,258
Construction Type	CBS
Roof Type	Asphalt Shingle
Foundation	Concrete
Electrical	Assumed adequate
HVAC	Central
Stories	One
Year Built	1987 Poor Condition

Indicators

Sale Price/Net SF	$23.77
Floor Area Ratio	0.22
Land to Building Ratio	4.64:1

Remarks

This is the June 2015 sale of a former rehabilitation facility known as Safe Harbor for Men. The property was vacant at the time of sale and was indicated to be in need of some interior work (basically shell condition). The improvement has eight bedrooms and eight bathrooms and was zoned for 16 beds. No plans were indicated for future use by the buyer.

Improved Sale 3

Property Identification

Record ID	1523
Property Type	Retail
Address	200 N US Highway 1, Fort Pierce, St. Lucie County, FL
Location	NE corner of U.S. Highway 1 and Avenue A
Tax ID	2410-503-0025-000-0

Sale Data

Grantor	Gary & Catherine Vonckx
Grantee	Peacock Temple, LLC
Sale Date	January 29, 2015
Deed Book/Page	3714/1100
Property Rights	Fee
Conditions of Sale	Arm's length
Financing	Cash to Seller
Sale History	No arm's length transactions in the past three years.
Sale Price	$300,000
Cash Equivalent	$300,000
Adjusted Price	$300,000

Land Data

Land Size	0.476 Acres or 20,750 SF
Zoning	C3, General Commercial
Shape	Irregular

General Physical Data

Building Type	Single Tenant
Net SF	14,655
Gross SF	14,910
Construction Type	CB Stucco
Stories	2
Year Built	1926

Indicators

Sale Price/ SF	$20.47
Floor Area Ratio	0.71
Land to Building Ratio	1.42:1
Occupancy at Sale	0%

Remarks

This property consists of a 14,655 square foot building that was constructed in 1926. The property sold in January 2015 for $300,000. The property was previously listed for an asking price of $699,000. This building is located at the lighted intersection of U.S. Highway 1 and Avenue A and was vacant at the time of the sale. Additionally, 6,500 square feet of the property is currently listed for rent for an asking price of $7.38 per square foot on a gross basis.

Improved Sale 4

Property Identification

Record ID	1442
Property Type	Office
Address	728 N 6th Street, Fort Pierce, St. Lucie County, FL 34950
Tax ID	2403-712-0001-000-6

Sale Data

Grantor	Bayview Loan Servicing, LLC
Grantee	Fang, Keh-Nan
Sale Date	November 14, 2014
Deed Book/Page	3690/347
Property Rights	Fee
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	Property deeded back to bank 3/2014 for $52,300.
Sale Price	$68,000
Adjusted Price	$68,000

Land Data

Land Size	0.505 Acres or 21,983 SF
Zoning	C3
Shape	Rectangular

General Physical Data

Building Type	Single Tenant
Net SF	3,914

Construction Type	CB-Stucco
Roof Type	Shingle
Stories	One
Year Built	1948

Indicators

Sale Price/Net SF	$17.37
Floor Area Ratio	0.18
Land to Building Ratio	5.62:1

Remarks

This property consists of a 3,914 square foot office building that was at one time was used for a rehabilitation facility. The property was a bank owned sale.

Improved Sale 5

Property Identification

Record ID	1375
Property Type	Retail, Strip Center
Address	601-605 Orange Ave, Fort Pierce, St. Lucie County, FL
Location	SW corner of Orange Avenue & 6th Street
Tax ID	2410-701-0031-000-3

Sale Data

Grantor	Vincent A Lloyd (TR)
Grantee	605 Ministries LLC
Sale Date	July 08, 2014
Deed Book/Page	1488/1367
Property Rights	Leased Fee
Conditions of Sale	Arm's length
Sale History	None in the past three years
Sale Price	$155,000
Cash Equivalent	$155,000
Adjusted Price	$155,000

Land Data

Land Size	0.165 Acres or 7,207 SF
Zoning	C3, Commercial General
Shape	Rectangular

General Physical Data

Building Type	Multi Tenant
Net SF	5,625
Construction Type	CB-Stucco
Roof Type	Tar & Gravel
HVAC	100%
Stories	One
Year Built	1948 Below Average
Tenants	3

Income Analysis

Effective Gross Income	$33,360
Expenses	$16,875 Estimated $3.00 per SF
Net Operating Income	$16,485

Indicators

Sale Price/Net SF	$27.56
Floor Area Ratio	0.78
Occupancy at Sale	100%
Eff. Gross Income Multiplier	4.65
Expenses/Sq. Ft.	$3.00
Overall or Cap Rate	10.64%
Net Operating Income/Sq. Ft.	$2.93

Remarks

This property is located along the SW corner of Orange Avenue and 6th Street and consists of 5,625 square feet that was built in 1948. The building was reported to be in below average condition and in need of roof repairs. The building is divided into three units and is 100% occupied with average rental rates of $5.93 per square foot per year. We have estimated the expenses at $3.00 per square foot per year, which equates to $16,875 per year and would indicate an overall rate of 10.64%. The tenants consist of a Boutique & Florist Shop, Thrift Shop, and a Hair Salon.

Improved Sale 6

Property Identification

Record ID	1372
Property Type	Retail, Strip Center
Address	607 Orange Avenue, Fort Pierce, St. Lucie County, FL
Location	North side of Orange Avenue, west of U.S. Highway 1
Tax ID	2410-701-0032-000-0

Sale Data

Grantor	Common Ground Ministries, Inc.
Grantee	Serenity Foods Ministries, LLC
Sale Date	May 13, 2014
Deed Book/Page	3650/1692
Property Rights	Fee
Conditions of Sale	Arm's length
Financing	All Cash Sale
Sale History	None in the past three years
Sale Price	$100,000
Cash Equivalent	$100,000
Adjusted Price	$100,000

Land Data

Land Size	0.115 Acres or 5,022 SF
Zoning	C3, Commercial General
Shape	Rectangular

General Physical Data

Building Type	Multi Tenant
Net SF	4,050
Construction Type	CBS
Roof Type	Tar/Gravel
Stories	One
Year Built	1949 Below Average

Indicators

Sale Price/Net SF	$24.69
Floor Area Ratio	0.81
Land to Building Ratio	1.24:1
Occupancy at Sale	0%

Remarks

This property was listed for sale for an asking price of $200,000 which was reduced to $149,900. The property sold in May of 2014 for $100,000. This was an all cash deal and the building was reported to be 100% air conditioned space. The property was formerly used as an eat-in/take-out diner with groceries and fresh produce sales. Additionally, there is street parking along Orange Avenue as well as additional parking in the rear of the building. This parking is possible through a reciprocal sharing agreement. The building was reported to be in below average condition at the time of the sale and was vacant.

Improved Sale 7

Property Identification

Record ID	1300
Property Type	Commercial, Private School
Property Name	Dora's Learning Center
Address	1907 Okeechobee Rd, Fort Pierce, St. Lucie County, FL
Tax ID	24-09-712-0066-0007

Sale Data

Grantor	Wetwol Inc.
Grantee	Valsaint, Zakari
Sale Date	March 04, 2014
Deed Book/Page	3609/482
Property Rights	Fee
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	$119,900
Cash Equivalent	$119,900

Land Data

Land Size	0.290 Acres or 12,632 SF
Zoning	CG, Commercial General
Topography	Generally level and at road grade
Utilities	All available

General Physical Data

Building Name	Dora's Learning Center
Building Type	Single Tenant
Net SF	2,292
Construction Type	Frame
Roof Type	Asphalt Shingle
Foundation	Concrete
Electrical	Assumed adequate
HVAC	Central
Sprinklers	Interior Fire
Stories	One
Year Built	1966 Average

Indicators

Sale Price/Net SF	$52.31
Floor Area Ratio	0.18
Land to Building Ratio	5.51:1

Remarks

This is the March 2014 sale of the Dora's Learning Center child care facility. The property sold at full asking price of $119,900. It was purchased for continued use a child care learning facility. The center is licensed for a maximum of 30 students at this time.

Improved Sale 8

Property Identification

Record ID	1304
Property Type	Institutional, Private School
Address	4715 Kirby Loop Road, St. Lucie County
Tax ID	24-19-801-0008-0007

Sale Data

Grantor	BLL Holdings LLC
Grantee	Grace Management Properties LLC
Sale Date	December 01, 2012
Deed Book/Page	3466/2466
Property Rights	Fee
Conditions of Sale	Arm's Length Transaction
Financing	Cash to Seller
Sale Price	$145,000
Cash Equivalent	$145,000

Land Data

Land Size	0.760 Acres or 33,105 SF
Zoning	Commercial Neighborhood
Topography	Generally Level and at road Grade
Utilities	All available

General Physical Data

Building Type	Single Tenant
Net SF	3,300
Construction Type	CBS
Roof Type	Metal

Foundation	Concrete
Electrical	Assumed adequate
HVAC	Central
Sprinklers	Interior Fire
Stories	1
Year Built	1968 Renovated in 1990

Indicators

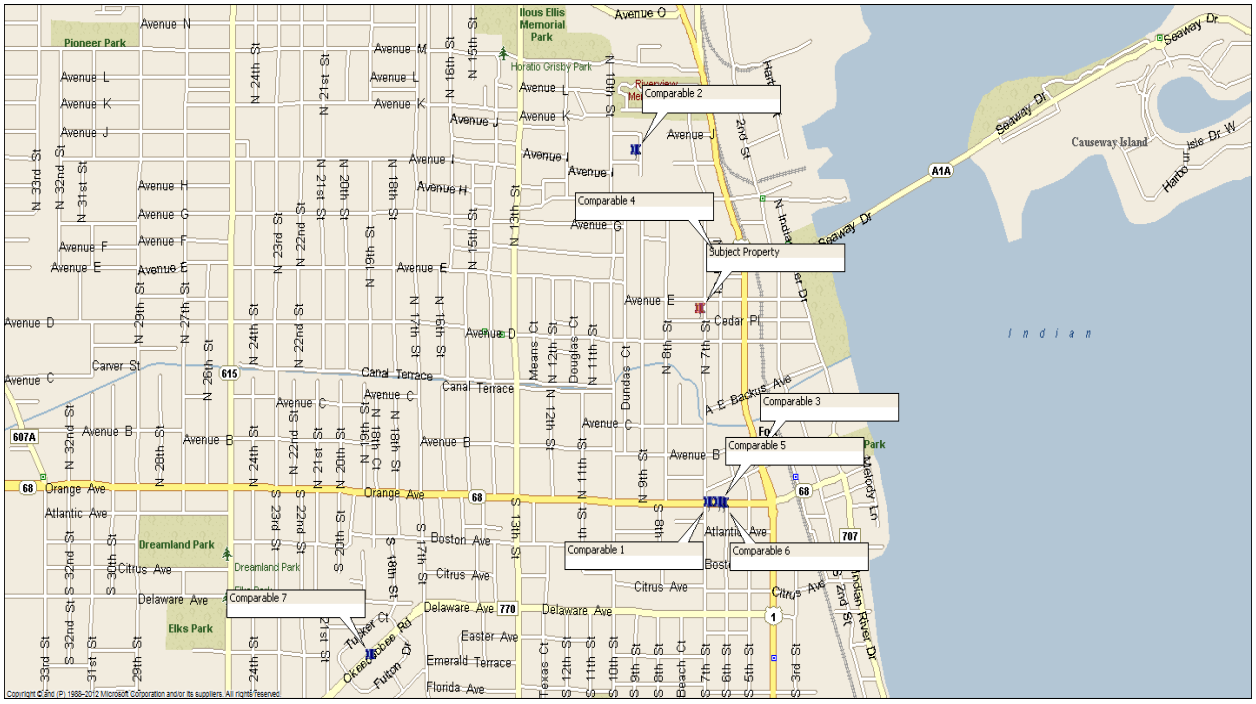
Sale Price/Net SF	$43.94
Floor Area Ratio	0.10
Land to Building Ratio	10.03:1

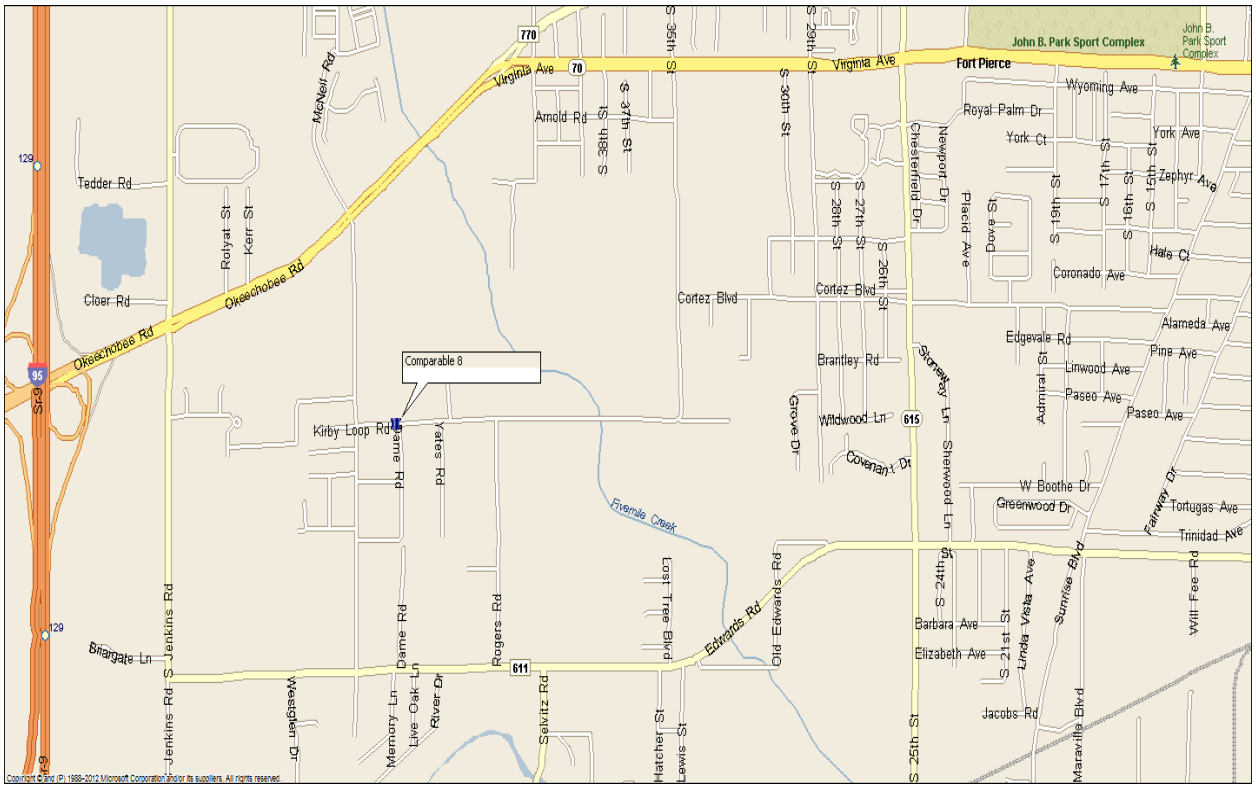
Remarks

This is the sale of a 3,300 square foot child care facility located at 4715 Kirby Loop Road. At the time of sale, the facility was not open and was in need of some improvements. It was stated to be functional, however had some deferred maintenance. The property was licensed for 68 students.

The buyer purchased the property put a new roof on and made various interior build out improvements to re open as a specialized child care learning center.

Improved Sales Map





Discussion of Improved Sales

To estimate Market Value of the Fee Simple Estate of the Subject, a search was made for sales of institutional type properties, including day care centers, offices, religious facilities, assisted living facilities, and rehabilitation centers. We also considered some retail type properties in the immediate area that help capture the location qualities of the Subject.

Given the variety of potential uses for the Subject going forward, it was important to consider various property types when researching sales. Our search revealed a limited amount of sales of these types of properties; however the best available data was utilized. The following chart shows the sales we considered the most comparable to the Subject. The sales were compared on a price per square foot of net building area. The comparables sales ranged from $17.37 to $52.31 per square foot on an unadjusted basis. The data is summarized below.

IMPROVED SALES
505 North 7th Street
Callaway & Price, Inc. #15-73303

Sale Number	Subject	1	2	3	4	5	6	7	8
Record ID Number		**1584**	**1583**	**1523**	**1442**	**1375**	**1372**	**1300**	**1304**
OR BK/PG		3295/2338	3756/520	3714/1100	3690/347	1488/1367	3650/1692	3609/482	3466/2466
Location	505 North 7th Street	617 Orange Avenue	912 Avenue I	200 N. U.S. Highway 1	728 North 6th Street	601-605 Orange Avenue	607 Orange Avenue	1907 Okeechobee Road	4715 Kirby Loop Road
City	Ft. Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce
Date of Sale	-	Jul-15	Jun-15	Jan-15	Nov-14	Jul-14	May-14	Mar-14	Dec-12
Sale Price	-	$175,000	$125,000	$300,000	$68,000	$155,000	$100,000	$119,900	$145,000
Net Building Area	8,700	7,200	5,258	14,655	3,914	5,625	4,050	2,292	3,300
Land Size	39,640	19,724	24,376	20,750	21,983	7,207	5,022	12,632	33,105
Price/Square Foot	-	$24.31	$23.77	$20.47	$17.37	$27.56	$24.69	$52.31	$43.94
Land to Building Ratio	4.56	2.74	4.64	1.42	5.62	1.28	1.24	5.51	10.03
Year Built	1950	1946	1987	1926	1948	1948	1949	1966/1984	1968/1990
Age At Time of Sale	-	19	19	19	19	19	22	-	22
Conditions of Sale	0%	0%	0%	0%	10%	0%	0%	0%	0%
Time Adjustment	0%	0%	0%	0%	0%	0%	0%	0%	0%
Adj. Price Per SF	-	**$24.31**	**$23.77**	**$20.47**	**$19.11**	**$27.56**	**$24.69**	**$52.31**	**$43.94**
Physical Adjustments									
Location	0%	-10%	0%	-10%	0%	-10%	-10%	-10%	-10%
Size	0%	0%	0%	5%	0%	0%	0%	-10%	0%
Building Quality	0%	-5%	-5%	-5%	-5%	-5%	-5%	-5%	-5%
Age & Condition	0%	-10%	0%	0%	0%	-10%	-10%	-10%	-5%
Land-to-Building Ratio	0%	5%	0%	5%	0%	5%	5%	0%	-15%
Total Physical Adjustment	0%	-20%	-5%	-5%	-5%	-20%	-20%	-35%	-35%
Adjusted Price Per SF	-	$19.45	$22.58	$19.45	$18.15	$22.05	$19.75	$34.00	$28.56

	Price/SF
Average	$23.00
Minimum	$18.15
Maximum	$34.00
Median	$20.90

Discussion of Adjustments

We analyzed the Subject Property based on price per square foot basis. All of the comparables were considered with regard to conditions of sale, time or market conditions, location, size, age & condition, and land to building ratio.

Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor. Therefore, no adjustments were made, nor any cash equivalency performed.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was paid to the conditions of sale. The only adjustment for conditions of sale was to Comparable 4 in order to recognize that it was a bank owned sale.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The sales occurred between December 2012 and July 2015. All of the sales are considered to be recent and good indications of current market conditions. Therefore no adjustments were warranted.

Location

Comparables 1, 3, 5, and 6 are located near Orange Avenue and U.S. Highway 1 (closer to the downtown sector of the City Fort Pierce). This area is considered to be superior to the Subject Property and these sales have been adjusted downward accordingly. Comparables 7 and 8 are also considered to be of superior location and warranted a downward adjustment. However, Comparables 2 and 4 are considered to be of more similar locations and no adjustments were necessary.

Building Area (Size)

The Subject Property contains 8,700 square feet of net building area. The comparables ranged from 2,292 to 14,655 square feet. Comparable 3 warranted an upward adjustment for size as it is considerably larger. Larger properties typically sell for less on a price per square foot indication than smaller buildings due to the economies of scale. On the other hand, Comparable 7 is considerably smaller and warranted a downward adjustment recognizing the economies of scale.

Building Quality

In calculating the building size of the Subject Property we have included the finished basement area in the total 8,700 square feet. This would be considered typical as most buildings require some storage area. However, it is our opinion that there should be an adjustment recognized to the comparables that acknowledges

that the building finish in this portion of the Subject Improvements is considered inferior in comparison to regular net leasable space. Therefore, we have made a downward adjustment of 5% to each of the comparables for this regard.

Age & Condition

A physical inspection of the exterior of all the comparables as well as the Subject Property indicates that Comparables 1, 5, 6, 7, and 8 are superior in comparison to the Subject. These sales have been adjusted downward with regard to overall condition.

Comparables 2, 3, and 4 are considered more similar and no adjustments were necessary.

Land to Building Ratio

Comparables 3, 5, and 6 all have inferior land to building ratios and more specifically less parking areas. These sales warranted a small upward adjustment for this factor. Comparable 8 has a superior land to building ration and warranted a downward adjustment.

Conclusion

As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from $18.15 to $34.00 per square foot. The average price per square foot is $23.00 and the median was $20.90.

We have given all of the comparables consideration in our value conclusion. We have paid particular attention to Comparables 2 and 4 (considered most directly comparables with regard to location). Additionally, we must also give some consideration to Comparables 7 and 8 as they are both sales of child care/day care facilities in the City of Fort Pierce. Whiles these properties have superior locations and are slightly older sales, they are important to consider as they may point to the fact that there is some premium paid for a facility that is built out for the day-to-day use as a day care center.

After considering all of the above information, it is our opinion that the Market Value of the Subject Property is best represented between $20.00 and $25.00 per square foot. This is calculated as follows

8,700 Square Feet X $20.00/Square Foot	=	$174,000
8,700 Square Feet X $25.00/Square Foot	=	$217,500

Say, $200,000

ADDENDA

NOTICE TO PROCEED

Date: **July 15, 2015**

TO: Callaway & Price, Inc., 1803 South 25th Street, Suite 1, Fort Pierce, FL 34947 Attn: Stephen G. Neill, MAI, Contractor.

RE: Property Appraisals: 505 North 7th Street, PID: 2410-601-0134-000-8

PROJECT NO.: Informal Bid No. 2015-008

PROJECT NAME: Property Appraisals – 505 North 7th Street

COST OF PROJECT: $2,900.00 (Two Thousand Nine Hundred Dollars and No Cents) Purchase Order No. 151134 Attached.

You are hereby notified to proceed with the Work on subject Project on or before **July 16, 2015** and to complete the same no later than **July 30, 2015 (two weeks).** The completion date for **this project** shall be: **No later than July 31, 2015.**

Please sign in the space provided below and return to us, as this will constitute your acceptance of this award.

OWNER:

CITY OF FT. PIERCE, FLORIDA
P.O. BOX 1480
FT. PIERCE, FL 34954-1480

Gelencia Carter, M.P.A.
Purchasing Manager

ACKNOWLEDGE RECEIPT OF NOTICE

CONTRACTOR:

By: _____ Date 7/10/15

Stephen G. Neill, MAI
Osteen Appraisal Services, Inc.

cc: Nick Mimms, P.E., Deputy City Manager

ORIGINAL-VENDOR

PURCHASE ORDER

1

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

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

VENDOR
CALLAWAY & PRICE, INC.
1803 S. 25TH STREET
SUITE 1
FORT PIERCE, FL 34947

SHIP TO
CITY OF FORT PIERCE
FORT PIERCE REDEVELOPMENT
100 NORTH U.S. #1
FORT PIERCE, FL 34950

DATE	DELIVERY DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
07/10/15	07/10/15	30484	DEST	NET/30	151134

QUANTITY	U/M	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
2900	EA	APPRAISAL OF 505 NORTH 7TH STREET PID: 2410-610-0134-000-8		1.0000	2900.00
				SUB-TOTAL	2900.00
				TOTAL	2900.00

REMARKS:
IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN INFORMAL BID NO. 2015-008
VENDOR INFORMATION: CONTACT STEPHEN G. NEIL, MAI
(P) 772-464-8607, EXT. 221
(F) 772-461-0809
EMAIL: S.NEIL@CALLAWAYANDPRICE.COM

TAX NUMBER 85-8012621595C-2

NA
GELENCIA CARTER

TERMS & CONDITIONS
PLEASE READ CAREFULLY

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

CITY ACCOUNT CODE NUMBER: 104-9400-554.46-20

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

QUALIFICATIONS

Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation #12248
Florida State-Certified General Real Estate Appraiser #RZ2480
Florida Licensed Real Estate Broker #BK-0660406
Associate Member, American Society of Farm Managers and Rural Appraisers
International Right of Way Association Certified Right of Way Appraiser R/W-A/C

Professional Experience

Principal, Callaway & Price, Inc. – Since January 2006
Appraisal Consultant, Callaway & Price, Inc. – 7/02 – 12/05
Appraisal Consultant, Diskin Property Research - 4/00 – 6/02
Appraisal Consultant, Callaway & Price, Inc. – 5/97 – 4/00

Education

Bachelor of Science Degree in Business/Real Estate, Florida State University
Associates of Arts Degree, Indian River Community College

Appraisal Institute Courses:
- 410 Standards of Professional Practice, Part A
- 420 Standards of Professional Practice, Part B
- 510 Advanced Income Capitalization
- 520 Highest and Best Use and Market Analysis
- 530 Advanced Sales and Cost Approaches
- 540 Report Writing
- 550 Advance Applications
- Analyzing Operating Expenses
- Appraisal from Blueprints and Specifications
- FHA and the Appraisal Process
- Real Estate Finance Statistics & Valuation Modeling
- Analyzing Distressed Real Estate
- Expert Witness
- An Appraiser's Introduction & Overview of the U.S. Hotel Industry
- Hotel Market Studies & Valuating – Using Hotel Valuation Software
- Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets

International Right of Way Courses:
- 103 Ethics and the Right of Way Profession
- 400 Principles of Real Estate Appraisal
- 401 The Appraisal of Partial Acquisitions

USPAP – Biennial
Florida State Law for Real Estate Appraisers
Florida Law Update
Roles and Rules of Supervisors & Trainees
Appraisal Institute – Leadership Conference Participant

Qualified Expert Witness

Miami-Dade
Broward County
Indian River
Martin County
St. Lucie County
Bay County
US Bankruptcy Court, Middle District of Florida
Indian River County Special Magistrate – 2010, 2011, 2012 & 2013
St. Lucie County Special Magistrate – 2007, 2008, 2009, 2010, 2011, 2012 & 2013
Martin County – 2012 & 2013

Appraising\Consulting Expertise

ACLFs
Agricultural
Aircraft Hangers
Apartment Complexes
Branch Banks
Car Dealership
Citrus Groves
Condominium Projects
Eminent Domain
Golf Courses
Luxury RV Parks
Marinas
Mining Operations
Mini-Warehouses
Mobile Home Parks
Multifamily Residential
Office Buildings
Ranchland
Restaurants
Retail Buildings
Salvage Yards
Single-Family Residential
Sports Complexes
Subdivisions
Truckstops/Gas Stations
Warehouses
Vacant Land
Special Purpose Properties

Organizations and Affiliations

Rotary Member – Past President/Board of Directors
John Carroll High School Advisory Board
Treasure Coast Seminole Booster Club

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD
1940 N. MONROE ST.
TALLAHASSEE FL 32399-0783

850-487-1395

NEILL, STEPHEN G
1803 S25TH STREET SUITE 1
FORT PIERCE FL 34947

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RZ2480 ISSUED: 10/27/2014

CERTIFIED GENERAL APPRAISER
NEILL, STEPHEN G

IS CERTIFIED under the provisions of Ch.475 FS.
Expiration date : NOV 30, 2016 L1410270002620

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ2480

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

NEILL, STEPHEN G
500 SOUTH US HIGHWAY 1 SUITE 107
FORT PIERCE FL 34950

ISSUED: 10/27/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1410270002620

Professional Designations\Licenses\Certifications

Florida State-Certified General Real Estate Appraiser #RZ2956

Professional Experience

Assistant Appraiser, Callaway & Price, Inc. – June 2002 – Present

Education

Bachelor of Science Degree in Education, Florida State University
Associates of Arts Degree – Indian River Community College

Appraising\Consulting Expertise

- Acreage
- Airport Hangars
- Apartment Complexes
- Cemeteries
- Day Care Centers
- Eminent Domain
- Mitigation Banks
- Mobile Home Parks
- Oceanfront Property
- Rental Comparability Studies
- Residential Properties
- Retail Buildings
- Subdivisions
- Vacant Land
- Warehouse/Industrial

Organizations and Affiliations

Florida State University Alumni
Fort Pierce Sportfishing Club
Ducks Unlimited

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD
1940 N. MONROE ST.
TALLAHASSEE FL 32399-0783

850-487-1395

VERCILLO, ANTHONY D
1001 IBIS AVE
FORT PIERCE FL 34982

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RZ2956 ISSUED: 11/16/2014

CERTIFIED GENERAL APPRAISER
VERCILLO, ANTHONY D

IS CERTIFIED under the provisions of Ch.475 FS.
Expiration date: NOV 30, 2016 L1411160001777

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ2956

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

VERCILLO, ANTHONY D
1001 IBIS AVE
FORT PIERCE FL 34982

ISSUED: 11/16/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1411160001777

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

Property Identification

Site Address:	505 N 7th ST
Parcel ID:	2410-601-0134-000-8
Account #:	23247
Map ID:	24/10N
Use Type:	8900
Zoning:	R4
City/County:	Fort Pierce

Ownership

Ft Pierce City Of
PO Box 1480
Fort Pierce, FL 34954

Legal Description

FEE AND MAY`S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP 24/10C)

Current Values

Just/Market Value:	$352,600
Assessed Value:	$202,180
Exemptions:	$202,180
Taxable Value:	$0

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

Total Areas

Finished/Under Air (SF):	7,126
Gross Area (SF):	10,256
Land Size (acres):	0.68
Land Size (SF):	29,800

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

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	2	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	20	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	20	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	7	**10**
Total Score	49	**100**

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible: Kids Academy
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	9	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	20	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	23	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	3	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	8	**10**
Total Score	56	**100**

Kids Academy LLC

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	~~0~~	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	20	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	20	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	~~0~~	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	6	**10**
Total Score	46	**100**

Kids Academy

Address: **505 N 7th**

Purchase Price Proposed: 50,000
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	0	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	25	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	20	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	5	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	10	**10**
Total Score	60	**100**

Kids Academy

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	6.25	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	5	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	25	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	∅	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	10	**10**
Total Score	46.25	**100**

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Welding

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	~~60~~ 15	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	2	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	10	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	27	**100**

Welding

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	15	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	10	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	25	**100**

Montague Innis

Address: **505 N 7th**

Purchase Price Proposed: 105,000
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	15	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	10	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	25	**100**

Montague Innis

Address: **505 N 7th**

Welding School

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	15	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	10	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	25	**100**

Montague

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	13.13	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	Ø	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	5	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	Ø	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	2	**10**
Total Score	20	**100**

Aegeus Inspired Living Corp

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	15	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	~~0~~	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	5	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	~~0~~	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	~~0~~	**10**
Total Score	20	**100**

Aegeus Inspired Living

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	15	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	5	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	20	**100**

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Aegis Inspired Living

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	15	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	5	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	20	**100**

Aegeus Inspired Living

Address: 5 **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	20	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	0	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	20	**100**

Aegeus

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	19.49	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	0	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	19.49	**100**

111 OKEECHOBEE

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	0	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	0	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	0	**100**

111 Okeechobee LLC (Yoga)

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	2	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	3	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	5	**100**

Address: 505 N 7th

505 N 7th

Purchase Price Proposed:
CMA:
Listing Price: 111 Okeechobee

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	2	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	2	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	4	**100**

111 Okeechobee LLC

Address: **505 N 7th**

Purchase Price Proposed: 50,000
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	0	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	0	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	10	**10**
Total Score	10	**100**

111 Okeechobee

Address: **505 N 7th**

Purchase Price Proposed:
CMA:
Listing Price:

Ranking Criteria 100 points possible:
Purchase Price: 25 points
Scope of Work: 25 points
Uses Proposed: 25 points
Jobs Created/Economic Impact: 15 Points
Overall Proposal: 10 Points

Purchase Price:	**Your Score**	**Maximum Points**
Assign Points for the proposed purchase price. For example, if the price is considerably lower (less than 20%) than the CMA then award zero points. Award the maximum points for proposed purchase price that exceeds the CMA or Appraisal.	6.25	**25**
Scope of Work (Renovations and Schedule)		
Assign Points for scope of work that is clearly defined, including timetables for when work will occur as well as a complete description of improvements to be made to property For example, if not specified in the offer or there is not any clear listing of the improvements to be made - zero points would be awarded. If the information is very detailed as to what renovations will be completed and sets a time line for those improvements to be made - award the maximum	0	**25**
Use Proposed:		
Assign Points for scope of work that is clearly defined for the future use of the building that is compliance with the zoning regulations For example, if they have not provided a specific description of the proposed use of the structure in the offer - zero points would be awarded. If the information is very detailed describing the uses - then award the maximum	5	**25**
Jobs Created/Economic Impact:		
For example, if not specified zero points would be awarded. If the information is very detailed as to the number of jobs created and future revenues from sales tax or tangible taxes, award the maximum	0	**15**
Overall Proposal		
Clarity of the information received, if it furthers the goals of disposing of City property	0	**10**
Total Score	11.25	**100**

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	1528985	Meeting: 4/3/17: RES 17-R12	Meeting: 4/3/17

Pub Dates
March 17, 2017

Sworn to and subscribed before me this day of, March 16, 2017, by

_____, who is

Sherri Cipriani

(X) personally known to me or

( ) who has produced _____ as identification.

RECEIVED
MAR 2 2 2017
FINANCE DEPARTMENT

Sandra Coldren
Sandra Coldren Notary Public

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

Legal Notices

court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days if you are hearing or voice impaired, call 711.
Pub: March 17, 24, 2017
TCN 1529244

NOTICE UNDER FICTITIOUS NAME LAW PURSUANT TO SECTION 865.09, FLORIDA STATUTES - NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of Seven Main Street, located at 6526 South Kanner Hwy, #325, in the County of Martin, in the City of Stuart, Florida 34997, intends to register the said name with the Division of Corporations of the Florida Department of State, Tallahassee, Florida.
Dated at Stuart, Florida, this 15th day of March, 2017.
MCW Unlimited, LLC

Pub: March 17, 2017
TCN 1531281

Legal Notices-Auctions

NOTICE OF SALE

A 1997 LINCOLN VIN# 1LNLM-83W1VY741293 in the name of BROOKE ZOBIE will be sold on 03/28/17 by Larry Keller's Towing located at 1217 S. Federal Hwy., Stuart, FL 34994 Tel: (772) 334-5848 at 9:00 AM. I claim a lien of this vehicle for storage fees since 02/18/17. The cash sum of storage is $ 975.00. The cash sum in total of $1,147.00 will be sufficient to redeem this vehicle from the lien claimed by me, Keith Darley.
Pub: March 17, 2017
TCN 1527049

Notice Of Foreclosure

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR, ST. LUCIE COUNTY, FLORIDA
CASE NO.: 562016CC002393
JUDGE: ALONZO

BALLANTRAE COMMUNITY ASSOCIATION, INC.,
Plaintiff,
vs.
MICHAEL R. CLANCY, JR, THERESA CLANCY, WASTE MANAGEMENT, INC., OF FLORIDA,
Defendants.

NOTICE OF FORECLOSURE SALE
NOTICE IS HEREBY GIVEN that the Clerk of the County Comi of St. Lucie County, will on the 12th day of April 2017, at 8:00 a.m., at https://stlucie.clerkauction.com, offer for sale and sell at public outcry to the highest and best bidder for cash, the following described property situated in St. Lucie County, Florida, to wit:
Lot 17, CARRICK GREEN, according to the Plat thereof, as recorded in Plat Book 32, Page 14, and 14A, public records of St. Lucie County, Florida.
Property Address:
3194 SE Carrick Green Court
Port St. Lucie, Florida 34952
pursuant to the Final Judgment of Foreclosure entered on March 2, 2017, by Judge Edmond W. Alonzo, in the St. Lucie County Court, Docket Number 562016CC002393.
Note: Any person claiming an interest in the surplus from this sale, if any, other than the property owner as of the date of the lis pendens must file an action within 60 days after the date of the sale.
DATED: March , 2017.

ROSS EARLE BONAN & ENSOR, P.A.
Post Office Box 2401
Stuart, Florida 34995
Telephone: (772) 287-1745
Facsimile: (772) 287-8045
Email: jpc@reblawpa.com
By: John P. Carrigan
Florida Bar No. 68439
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration, 250 NE Country Club Drive, Suite 217, Port St. Lucie, FL, 34986, 772-807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days if you are hearing or voice impaired, call 711.
Pub: March 10, 17, 2017
TCN 1519585

It's all here in the TCPALM Localfieds

Notice Of Foreclosure

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR ST. LUCIE COUNTY, FLORIDA
CASE NO.: 562016CC001123
JUDGE: ALONZO

VISTA ST. LUCIE ASSOCIATION, INC.,
Plaintiff,
vs.
THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER, OR AGAINST THOMAS J. CONNELL; THE UNKNOWN EXECUTOR OF THE ESTATE OF THOMAS J. CONNELL; MARLENE EARL; and GIORGINA SANBORN
Defendants.

NOTICE OF FORECLOSURE SALE
NOTICE IS HEREBY GIVEN that the Clerk of the County Court of St. Lucie County, will on the 12th day of April 2017, at 8:00 a.m., at https://stlucie.clerkauction.com, offer for sale and sell at public outcry to the highest and best bidder for cash, the following described propeliy situated in St. Lucie County, Florida, to wit:
Unit No. 204, Bldg. No. 5, of VISTA ST. LUCIE, a Condominium, according to the Declaration of Condominium thereof, as recorded in Book 384, Page 2840, and amendments thereto, of the Public Records of St. Lucie County, Florida.
Property Address:
5 Lake Vista Trail, Unit 204
Port St. Lucie, Florida 34952
pursuant to the Final Judgment of Foreclosure entered on March 2, 2017, by Judge Edmond W. Alonzo, in the St. Lucie County Court, Docket Number 562016CC001123.
Note: Any person claiming an interest in the surplus from this sale, if any, other than the property owner as of the date of the lis pendens must file an action within 60 days after the date of the sale.
DATED: March , 2017.

ROSS EARLE BONAN & ENSOR, P.A.
Post Office Box 2401
Stuart, Florida 34995
Telephone: (772) 287-1745
Facsimile: (772) 287-8045
Email: jpc@reblawpa.com
John P. Carrigan
Florida Bar No. 68439
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration, 250 NE Country Club Drive, Suite 217, Port St. Lucie, FL, 34986, 772-807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days if you are hearing or voice impaired, call 711.
Pub: March 10, 17, 2017
TCN 1519252

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA
CASE NO.:
562016CC001795
JUDGE: ALONZO

HIGH POINT OF FORT PIERCE CONDOMINIUM SECTION III ASSOCIATION, INC.,
Plaintiff,
v.
SANDRA J. MCCLURE, UNKNOWN SPOUSE OF SANDRA J. MCCLURE, and WELLS FARGO BANK, N.A., SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION,
Defendants.

NOTICE OF FORECLOSURE SALE
NOTICE IS HEREBY GIVEN that the Clerk of the County Court of St. Lucie County, will on the 12th day of April 2017, at 8:00 a.m., at https://stlucie.clerkauction.com, offer for sale and sell at public outcry to the highest and best bidder for cash, the following described property situated in St. Lucie County, Florida, to wit:
UNIT NO. 533 A2, HIGH POINT OF FORT PIERCE CONDOMINIUM SECTION III, A CONDOMINIUM AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND EXHIBITS ANNEXED THEREOF AND FORMING A PART THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 341, PAGE 2403, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE ABOVE DESCRIPTION INCLUDES, BUT IS NOT LIMITED TO, ALL APPURTENANCES TO THE CONDOMINIUM UNIT ABOVE

Notice Of Foreclosure

DESCRIBED, INCLUDING THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM
a/k/a
Condominium Unit 533 A2, Phase XV, HIGH POINT OF FT. PIERCE CONDOMINIUM SECTION III, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 341, Page 2403, of the Public Records of St. Lucie County, Florida.
Property Address:
533 S. Lake End Dr., Unit A-2
Fort Pierce, Florida 34982
pursuant to the Final Judgment of Foreclosure entered on March 2, 2017, by Judge Edmond W. Alonzo, in the St. Lucie County Court, Docket Number 562016CC001795.
Note: Any person claiming an interest in the surplus from this sale, if any, other than the property owner as of the date of the lis pendens must file an action within 60 days after the date of the sale.
DATED: March, 2017.

ROSS EARLE BONAN & ENSOR, P.A.
Post Office Box 2401
Stuart, Florida 34995
Telephone: (772) 287-1745
Facsimile: (772) 287-8045
Email: jpc@reblawpa.com
By: John P. Carrigan, Esquire
Florida Bar No. 68439
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration, 250 NE Country Club Drive, Suite 217, Port St. Lucie, FL, 34986, 772-807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days if you are hearing or voice impaired, call 711.
Pub: March 10, 17, 2017
TCN 1519222

Notice To Creditors

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR INDIAN RIVER COUNTY, FLORIDA
PROBATE DIVISION
File No.: 2017CP000030

IN RE: ESTATE OF JOHN THOMAS FALCONE, Deceased.

NOTICE TO CREDITORS
The administration of the estate of John Thomas Falcone, deceased, whose date of death was December 13, 2016, is pending in the Circuit Court for Indian River County, Florida, Probate Division, the address of which is 2000 16th Avenue, Vero Beach, Florida 32960. The names and addresses of the personal representatives and the personal representatives' attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is March 17, 2017.

Personal Representatives:
Christina Callahan
18809 Brick Store Rd.
Hampstead
Maryland 21074
And
Kathryn E. Falcone
606 E 35th St.
Baltimore
Maryland 21218
Attorney for Personal Representatives:
Jennifer D. Peshke
Attorney
Florida Bar Number: 0014609
4733 Hwy A1A
VERO BEACH, FL 32963
Telephone: (772) 231-1233
Fax: (772) 231-4435
E-Mail: jdp@peshkelaw.com
Pub: March 17, 24, 2017
TCN 1529637

IN THE CIRCUIT COURT FOR ST. LUCIE COUNTY, FLORIDA
PROBATE DIVISION
File Number: 2017CP000237

IN RE: ESTATE OF PERRY LAWRENCE, Deceased.

NOTICE TO CREDITORS
The administration of the estate of PERRY LAWRENCE, deceased, whose date of death was 1/7/2017, is pending in the Circuit Court for St. Lucie County, Florida, Probate Division, the address of which is P.O. Box 700, Fort Pierce, Florida 34950. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES §733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this Notice is March 17, 2017.

Personal Representative:
CATHERINE GILLARD
355 East 184th Street
Apt. 721
Bronx, NY 10458
Attorney for Personal Representatives:
NICOLA J. MELBY, Esq.
Florida Bar No. 948100
McCARTHY, SUMMERS, BOBKO, WOOD, NORMAN, BASS & MELBY, P.A.
2400 S.E. Federal Highway, 4th Floor
Stuart, Florida 34994
Telephone: (772) 286-1700
Primary Email:
njm@McCarthySummers.com
Secondary Email:
drm@McCarthySummers.com
Tertiary Email:
jib@McCarthySummers.com
Pub: March 17, 24, 2017
TCN 1530344

IN THE CIRCUIT COURT FOR INDIAN RIVER COUNTY, FLORIDA
PROBATE DIVISION
File No.: 312017CP000048

IN RE: ESTATE OF FREDERICK R. WIERDSMA, JR.
Deceased.

NOTICE TO CREDITORS
The administration of the estate of Frederick R. Wierdsma, Jr., deceased, whose date of death was January 2, 2017, is pending in the Circuit Court for Indian River County, Florida, Probate Division, the address of which is 2000 Sixteenth Avenue, Vero Beach, Florida 32960. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITH-

Notice To Creditors

IN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is March 17, 2017.

Personal Representative:
FREDERICK R. WIERDSMA III
59 Highland Avenue
New Hartford
Connecticut 06057
Attorney for Personal Representative:
George G. Collins, Jr., Esq.
Attorney
Florida Bar Number: 110742
COLLINS BROWN BARKETT GARAVAGLIA & LAWN, CHARTERED
756 Beachland Boulevard
VERO BEACH, FL 32963
Telephone: (772) 231-4343
Fax: (772) 234-5213
E-Mail: gcollins@verolaw.com
Secondary E-Mail:
maverill@verolaw.com
Pub: March 17, 24, 2017
TCN 1524645

Public Notices

NOTICE

A PUBLIC HEARING will be conducted before the CITY COUNCIL of the CITY OF PORT ST. LUCIE at a meeting beginning at 7:00 p.m., or as closely thereafter as business permits on March 27, 2017 in the City Council Chambers, Building A, located at 121 S.W. Port St. Lucie Blvd., in Port St. Lucie, Florida on the following:

A RESOLUTION (17-R21) TO GRANT A SPECIAL EXCEPTION USE TO ALLOW A RESTAURANT DRIVE-THROUGH SERVICE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT PER SECTION 158.124(C)(12) OF THE ZONING CODE.
LEGAL DESCRIPTION:
SLW Plat No 194, Lot 1
LOCATION:
North side of St. Lucie West Boulevard between Country Club Drive and California Boulevard
APPLICANT:
Kristen Ferretti of Corporate Property Services, Inc.
FILE NUMBER: P17-005

Copies of the above Resolution have been placed on file in the City Clerk's Office and are available for public inspection Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. Interested parties may appear at the meeting and be heard with respect to the proposed resolution. No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at said meeting upon which any appeal is to be based.

Planning & Zoning Department
Pub: March 17, 2017
TCN 1522978

CITY OF FORT PIERCE
NOTICE OF CONVEYANCE OF REAL PROPERTY

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 13 of the City Charter and having determined that this property is not needed for public purpose, will consider the adoption of Resolution No. 17-R12 authorizing the sale of 505 N 7th Street at its meeting which begins at 6:30 p.m. on Monday, April 3, 2017, at City Commission Chambers, 100 N US Highway 1, Fort Pierce, FL after evaluating contracts received through the City's real estate agent for the property described as 505 N 7th Street, Parcel ID 2410-601-0134-000-8, with a legal description as follows: Fee and May's Re-S/P BLK K LOTS 1, 2, 3, 18, 19 and 20 (MAP 24/10C). Contracts will be evaluated based on dollar amount and proposed use that is complimentary to the neighborhood and allowable under zoning regulations.
All interested parties may appear at the meeting and be heard with respect to the proposed conveyance of land. Supporting documents will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway #1, Fort Pierce, Florida.
ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION

Public Notices

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.

Linda W. Cox, City Clerk
Pub: March 17, 2017
TCN 1528985

NOTICE OF REVISED MEETINGS
PORTOFINO ISLES COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Portofino Isles Community Development District will hold their meetings for Fiscal Year 2017 at the Newport Isles Clubhouse, 1856 SW Newport Isles Blvd., Port St. Lucie, FL 34953, at 10:00 am on the second Tuesday of the following months:

April 11, 2017
May 09, 2017
June 13, 2017
July 11, 2017
August 08, 2017
September 12, 2017

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting.
There may be occasions when one or more Supervisors will participate by telephone. At the meeting location there will be present a speaker telephone so that any interested person can attend the meeting at the meeting location and be fully informed of the discussions taking place either in person or by telephone communication.
Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (954) 721-8681 at least five calendar days prior to the meeting.
Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Paul Winkeljohn
Manager
Pub: March 17, 2017
TCN 1531361

Request for Bids

ADVERTISEMENT FOR BIDS

INDIAN RIVER FARMS WATER CONTROL DISTRICT
FOR
YEAR 2017 RIGHT-OF-WAY MOWING

Sealed Bids will be received by the Indian River Farms Water Control District until: 2:00 P.M. on Wednesday, April 5th, 2017, when they will be opened and read by the Superintendent of the District or his Representative, in the offices of Carter Associates, Inc., 1708 21st Street, Vero Beach, FL for mowing portions of the Indian River Farms Water Control District right-of-way.
The Instructions to Bidders, Proposal Form, Standard Form of Agreement, Drawings, Specifications and other Contract Documents may be examined at and obtained from the office of the District's Engineer, Carter Associates, Inc., 1708 21st Street, Vero Beach, FL 32960, Telephone (772) 562-4191, during normal business hours. One set of the Bid Documents may be provided free of charge to any Bidder who is able to provide proof of current licensure and prove successful of right-of-way mowing projects over the past three (3) years, or who is known by the Owner to meet such requirements. Otherwise, a non-refundable fee of $28.04 plus $1.96 sales tax, totaling $30.00, is required for the purchase of each set of specifications and Contract Documents that are obtained, which represents the cost of duplication and handling.
The Contract consists of mowing approximately: 177.88 acres of flat right-of way, four (4) times per year; and 52.58 acres of sloped ditch bank right-of way, two (2)

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VERO BEACH
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