

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, May 15, 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 May 1, 2017 regular meeting.
6. **PROCLAMATIONS**
 - a. Police Week Proclamation being received by City of Fort Pierce Police Department.
 - b. National Public Works Week being received by Mike Reals, Public Works Manager.
 - c. National Safe Boating Week Proclamation being received by U.S. Coast Guard Auxiliary Flotilla 58
 - d. Drinking Water Week being received by Valerie Schulte, American Water Works Association.
7. **LETTERS TO COMMISSION**
 - a. Letter from Carroll and Janet Collins in appreciation of the Planning & Zoning Department staff's willingness to meet often with them to discuss their property, and for their excellent service.
 - b. ActiveCaptain Reviews from Sum Escape and Captainwjm with a 5 star and almost a 5 star reviews of the City Marina.

- c. Letter from Pastor Andrew Jefferson expressing his thanks and appreciation for the City Manager's assistance for Rock Church International.

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. Approval of travel expenses in the amount of \$354.81 for Mayor Hudson to attend the FLC Legislative Policy Meeting being held on June 15 - 16, 2017 in Orlando, Florida.
- b. Approval to submit and accept grant application to Allegany Franciscan Ministries to cover 75% of salary and fringe benefits for new Lincoln Park Revitalization Coordinator City staff position for three (3) years with potential to renew for two (2) additional years.
- c. Approve Gentile Corporation as the lowest responsive bidder to RFP #2017-016 for an amount not to exceed \$16,900 for rehabilitation of 2110 Valencia Avenue funded through the State Housing Initiatives Partnership (SHIP) program.
- d. Request approval of engineering design services for by Kimley-Horn and Associates, Specific Authorization No. 3 in the amount not to exceed \$55,110 for Surfside Park Residential Street Drainage Improvements.
- e. Approve Request for a Two (2) Year Site Plan Extension for the Oak Alley Office Park Planned Non-Residential Development located at 4431 & 4441 S. 25th Street with a new expiration date of April 5th, 2019.
- f. Waive interest and penalties in the amount of \$1,584.72 associated with demolition lien against 515 N 12th Street, Fort Pierce, FL Parcel ID #2409-501-0062-000-1 previously owned by Johnny B. Wilson, 515 N 12th Street, Fort Pierce, FL and currently owned by Parmanand Persaud, 11 Glebe Crescent Brampton, Ontario L651E9. contingent upon payment of \$711.62 within 30 days.

- g. Reduce code enforcement lien associated with 505 S 8th Street, Ft. Pierce, FL, Parcel ID #2410-709-0011-000-1 owned by Gary & Lisa White, 1250 Shinn Road, Ft. Pierce, FL 34945 in the amount of \$3,840.00 (\$40.00 recording fees) to \$750.00 contingent upon payment of the reduced amount in 60 days.
- h. Approve the payment of \$45,000 to FrankCrum HR Outsourcing to cover personnel charges for the Restoring the Village Outreach workers in year one (2016-2017) as outlined in the grant award.
- i. Approval application by Amerigas to install an above ground L.P. Tank at 1230 Bonefish Ct.

11. **PUBLIC HEARINGS**

- a. Ordinance 17-017 Abolishing the Code Enforcement Board. FIRST READING (postponed from April 17, 2017 meeting)
- b. Review and conditional approval of an application for Final Plat, submitted by Property Owner(s) Landings Ft. Pierce, LLC and Applicant, Jorge Cepero, Director of Entitlement (Prime Group), to subdivide 18.85 acres of land for the Portofino Landings Apartments located at 4712 Okeechobee Road, Fort Pierce, FL.

12. **MISCELLANEOUS REPORTS & REQUESTS**

- a. Second Quarter Financial Report

13. **CITY COMMISSION**

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

City Commission Regular Meeting

5.a.

Meeting Date: 05/15/2017

Re: Approval of minutes from the May 1, 2017 regular meeting

SUBJECT:

Approval of minutes from the May 1, 2017 regular meeting.

Attachments

5.1.2017 Minutes

Form Review

Form Started By: Caleta Scott
Final Approval Date: 05/08/2017

Started On: 05/08/2017 11:57 AM

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, MAY 1, 2017.

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

2. **OPENING PRAYER** - Clay Lindstrom gave the opening prayer.

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

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

5. **APPROVAL OF MINUTES**

a. Approval of minutes from the April 17, 2017 regular meeting

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the minutes from the April 17, 2017 regular meeting.

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

6. **PROCLAMATIONS**

a. Mayor Hudson issued a proclamation declaring May 2017 as Mental Health Awareness Month.

b. Mayor Hudson issued a proclamation declaring May 2017 as Williams Syndrome Awareness Month.

c. Mayor Hudson declared May 7 - 13, 2017 as Travel and Tourism Week.

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

a. Memo from Mike Reals expressing his sincere appreciation for the efforts of the Police Department and the Youth Explorers that contributed towards the success of the Keep Fort Pierce Beautiful Great American Cleanup.

b. Email from Irene A. Szedlmayer, Senior Planner, Growth Management Department, Martin County, thanking Libby Woodruff, Urban Redevelopment Manager for the dedication of her tremendous talents to the City of Fort Pierce, its neighborhoods and people.

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

Carole Mushier - item 13a

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

Linda Cox, City Clerk, stated that the applicant requested to remove item **10c**.

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

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

Passed

10. **CONSENT AGENDA**

- a. Approve grant award for Camilla Minus, owner of Camilla's Touch, Inc., in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.
- b. Approve grant award for Ms. Jane Kyong, owner of Seoul Garden, Inc. in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business. Ms. Kyong received small business grant during 2015 PY.
- c. Approve grant award for Angela Brown, owner of business Florida Highwaymen Artist A.J. Brown, LLC in the amount of \$3,000 as an eligible recipient under the 2016-17 CDBG Grant Award for Small Business. **This item was removed at the applicant's request.**
- d. Approve grant award for Marva Lamb, owner of Medical Training Center in the amount of \$3,000 as an eligible recipient under the 2026-2017 CDBG Grant Award for Small Business.
- e. Approval of Communitywide Council recommendations for 2017 Public Service Grant Awards in the total amount of \$50,000.
- f. Approval of travel expenses of \$1652.21 for Commissioner Perona to attend the 2017 American Public Power Association National Conference being held on June 18 - 21, 2017 in Orlando, Florida.
- g. Approval of traffic equipment purchase from Econolite Group Inc. of Jacksonville, FL. in the amount of \$141,966.00.
- h. Approval of request from Main Street Fort Pierce for a \$20,000 contribution from the City of Fort Pierce towards the cost of the expenses for Stars Over St. Lucie, a 4th of July Celebration.

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

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

Passed

12. PUBLIC HEARINGS

- a. **Quasi Judicial Hearing** - Application for Conditional Use with no new construction, with conditions, submitted by property owner, Pelican Properties LLC – John Mooney, to operate a three (3) unit Dwelling Rental, with minimum rental periods of one (1) month, at 1171 Seaway Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2401-501-0288-000-7.

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

Commission discussion included target rental audience, sidewalks and enforcement.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

Commissioner Perona made a motion to approve the addition of no more than 12 contracted rents per year. James Messer, City Attorney, reminded that frequency and duration should not be addressed due the State of Florida preemption. Commissioner Perona withdrew his motion based on the 30 day minimum stay in the staff conditions.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item **12a** with the following staff conditions:

1. The applicant completes the proposed driveway (parking) improvements prior to zoning approval for the Business Tax application.
2. Registration of a local property manager, and secondary 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 a sidewalk connection, or payment in-lieu of construction, along the Alhambra Street property line pursuant to City Code Sections 22-62 (b) & (d); and
5. The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

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

Passed

13. MISCELLANEOUS REPORTS & REQUESTS

- a. Update and discussion on parking enforcement activities

Rebecca Grohall, Planning Manager, and Peggy Arraiz, Code Compliance Manager, gave a presentation on the parking enforcement activities and were available for questions. The parking committee has active participation from the Police and Public Works departments. The discussion included the City parking garage, vacancy rates, parking enforcement and marina parking possibilities.

Commission discussion included good enforcement solutions and including the County in the discussion to alleviate parking concerns in the County garage.

14. CITY COMMISSION

- a. Discussion led by Commissioner Perona regarding a dog friendly park on the beach.

Commissioner Perona stated that if we have the ability to govern dogs on the beach, the discussion will be between the City, County, State and Federal government. There are presently free roaming dogs on the beaches and the commission may need to consider implementing a dog-friendly beach. Chief Hobbey-Burney stated that the police department has issued warnings and notified people of the policy.

Commission discussion included enforceability, jurisdiction, and trying to provide the amenity to citizens. Community input will be essential. The consensus was to begin the discussion with the County and see if the option is available.

15. COMMENTS FROM THE PUBLIC

Joyce Jackson
Pat Cements
Gabiella Ferraro
Michael Marsh
Charlie Hayek
Mario Wilcox
Leticia Cruz
Cherri Johnson

16. COMMENTS FROM THE CITY MANAGER

- a. City Manager's Report

Nicholas Mimms, City Manager, spoke to highlights from the City Manager's Report such as Keep Fort Pierce Beautiful, Arbor Day and Paint our Town. Praise in the Park event was well attended by staff and community. Oxbow's Earth Month celebration was this weekend and Mayor Hudson attended as well as staff. The Conference Agenda is on May 8, 2017.

Chief Hobbey-Burney announced community meetings that will be held on May 2 - 4, 2017 to meet police department staff and to have concerns address.

17. COMMENTS FROM THE COMMISSION

Commissioner Alexander wants Fort Pierce's story to be told and encourages young people to keep up the positive story.

Commissioner Perona inquired about the WRAC committee and wants to know if they need Commission direction.

Commissioner Sessions spoke about the EPIC event over the weekend and he enjoyed seeing City employees there to support. The area needs uplifting and he feels it was a win-win. The Rock Church opened Sunday and it was a community event.

Commissioner Johnson mentioned the National Day of Prayer on Thursday, May 4, 2017 and there will be an event at the River Walk center at Noon. He announced a lot of good things happening this week including the Wesley Island Pig Roast, Sailfish, Cinco de Mayo at Veteran's Memorial Park and Friday Fest.

Mayor Hudson spoke about Oxbow's Earth Month event which was a nice collaboration between the County and both cities. She participated in a press conference discussing HB7105 bill that passed.

18. **ADJOURNMENT** - There being no further business, Mayor Hudson declared the meeting adjourned at 8:58 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

6.a.

Meeting Date: 05/15/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Police Week Proclamation being received by City of Fort Pierce Police Department.

SUMMARY:

Police Week Proclamation being received by City of Fort Pierce Police Department.

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk and Rose Smith, Executive Assistant

Attachments

Police Week 2017

Form Review

Form Started By: Caleta Scott
Final Approval Date: 05/08/2017

Started On: 05/08/2017 11:45 AM

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Fort Pierce, Florida Police Department; and

WHEREAS, there were 15,548 assaults against law enforcement officers in 2015, resulting in approximately 14,453 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including four members of the Fort Pierce Police Department; and

WHEREAS, 394 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 143 officers killed in 2016 and 251 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 29th Annual Candlelight Vigil, on the evening of May 13, 2017; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 14-20; and

WHEREAS, May 15th is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of May 14 – 20, 2017, as:

“POLICE WEEK”

and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 15th day of May, 2017.

MAYOR/COMMISSIONER

City Commission Regular Meeting

6.b.

Meeting Date: 05/15/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Public Works Week being received by Mike Reals, Public Works Manager.

SUMMARY:

National Public Works Week being received by Mike Reals, Public Works Manager.

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Attachments

Public Works Week 2017

Form Review

Form Started By: Caleta Scott
Final Approval Date: 05/08/2017

Started On: 05/08/2017 11:50 AM

WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work that they perform.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of May 21 - 27, 2017, as:

“NATIONAL PUBLIC WORKS WEEK”

in the City of Fort Pierce and call upon all citizens and civic organizations to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 15th day of May, 2017.

MAYOR/COMMISSIONER

City Commission Regular Meeting

6.c.

Meeting Date: 05/15/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Safe Boating Week Proclamation being received by U.S. Coast Guard Auxiliary Flotilla 58

Attachments

National Safe Boating Week 2017

Form Review

Form Started By: Caleta Scott

Started On: 03/22/2017 02:22 PM

Final Approval Date: 03/22/2017

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; approximately three-fourths of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, the United States Coast Guard is promoting the use of appropriate safety measures to save lives and reduce the number of injuries caused by boating accidents while highlighting the importance of wearing life jackets which have become more comfortable, attractive, stylish and wearable than in the past.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of May 20 – 26, 2017, as:

“National Safe Boating Week”

and encourage all citizens to not only practice safe boating habits, but to also “Wear It!”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 15th day of May, 2017.

MAYOR / COMMISSIONER

City Commission Regular Meeting

6.d.

Meeting Date: 05/15/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Drinking Water Week being received by Valerie Schulte, American Water Works Association.

Attachments

Drinking Water Week 2017

Form Review

Form Started By: Caleta Scott
Final Approval Date: 05/08/2017

Started On: 05/08/2017 11:53 AM

WHEREAS, Water is our most valuable resource; and

WHEREAS, water is one of our most basic and essential needs; and

WHEREAS, our drinking water is maintained to meet stringent state and federal health standards; and

WHEREAS, potable water service is critical for economic development, and is a factor in where homes, restaurants, factories and other businesses are built; and

WHEREAS, We are all stewards of a sustainable water infrastructure upon which future generations depend.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim May 7 – 13, 2017, as:

“DRINKING WATER WEEK”

in the City of Fort Pierce and urge all citizens to remember there is more to drinking water than meets the eye.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 15th day of May, 2017.

MAYOR/COMMISSIONER

City Commission Regular Meeting

7.a.

Meeting Date: 05/15/2017

Re: Letter from Carroll & Janet Collins

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Carroll and Janet Collins in appreciation of the Planning & Zoning Department staff's willingness to meet often with them to discuss their property, and for their excellent service.

Attachments

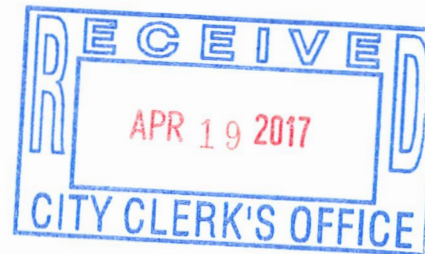
Letter from Carroll & Janet Collins

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/09/2017 08:36 AM
City Manager	Nick Mimms	05/09/2017 08:36 AM
Form Started By: Jennifer Robinson		Started On: 05/03/2017 02:58 PM
Final Approval Date: 05/09/2017		

April 14, 2017

Mayor Linda Hudson
100 North US 1
Fort Pierce, FL 34950



Dear Mayor Hudson,

Please accept this letter as one of deep appreciation. We really appreciate meeting with us often to discuss our property. Your positive vote on ordinances 17-006 for land use, 17-007 for zoning and 17-008 for annexation will allow us to move forward.

We look forward to promoting the 2.4 acre corner lot at South 25th Street and Edwards Road as a commercial endeavor and add to the progress of Fort Pierce.

The staff at Fort Pierce Planning and Zoning were excellent to work with; patient and positive every step of the way!

Thank you again!

Sincerely,

Handwritten signature of Carroll and Janet Collins in cursive.

Carroll & Janet Collins
P.O. Box 4114
Fort Pierce, FL 34948

City Commission Regular Meeting

7.b.

Meeting Date: 05/15/2017

Re: ActiveCaptain Reviews

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

ActiveCaptain Reviews from Sum Escape and Captainwjm with a 5 star and almost a 5 star reviews of the City Marina.

Attachments

ActiveCaptain Reviews

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	05/03/2017 04:34 PM
City Manager	Nick Mimms	05/09/2017 08:35 AM
City Manager	Nick Mimms	05/09/2017 08:35 AM
Form Started By: Jennifer Robinson		Started On: 05/03/2017 03:59 PM
Final Approval Date: 05/09/2017		



To: Jennifer D Robinson/cfp@cfp,
Cc:
Bcc:
Subject: Fw:
From: Nicholas Mimms/cfp - Friday 04/28/2017 06:11 PM

History: This message has been replied to.

From: reviews@activecaptain.com
To: fpcmdean@city-ftpierce.com
Date: 04/23/2017 03:49 PM
Subject: Fort Pierce City Marina has received a new review on ActiveCaptain...

*** ActiveCaptain Sponsor Review Email ***

Fort Pierce City Marina (marina) received a new 5 star review and now has a total of 176 reviews.

Direct link to marker:

<https://activecaptain.com/X.php?lat=27.4506405875887&lon=-80.3222623571472>

Captain: Sum Escape (101)

Title of review

Great Stop, easy in from Atlantic, great people

Body of review

Nice new floating Bellingham docks. Great people, Carl was fantastic with handling lines in the tidal current. Farmers market on Saturday was great...lots of fresh produce, bakery products, lunches to go, crafts, a band and great coffee. We will be back again for sure!

----- Forwarded by fpcmdean/cfp on 04/26/2017 12:56 PM -----

From: reviews@activecaptain.com
To: fpcmdean@city-ftpierce.com
Date: 04/23/2017 07:41 AM
Subject: Fort Pierce City Marina (marina) has received an updated review on ActiveCaptain...

*** ActiveCaptain Partner Review Email ***

Fort Pierce City Marina (marina) received an updated 4 star review and now has a total of 175 reviews.

Direct link to marker:

<https://activecaptain.com/X.php?lat=27.4506405875887&lon=-80.3222623571472>

Captain: Captainwjm (4558)

Title of review

Almost a 5-star

Body of review

Update April 2017: we are back for a month, and electrical issues on L dock have been resolved. Still excellent staff and a warm welcome from Dean, Carl and Ann makes this one of our favorite stops. Note that AC STILL has an old satellite photo that fails to show the addition opened in 2014.

Update October 2016: We returned to FPCM after Hurricane Matthew for an overnight and fuel stop on our way back to the Keys. The marina weather the hurricane with no problems. Fuel was cheaper than any location within days travel. Recommend FPCM for overnight, as well as long term stay.

As full-time cruisers, we enjoyed a 2 month stay in July and August 2016. This is an excellent marina and a charming town. The facilities are in good to great shape and are, for the most part, clean and well maintained. The newer floating docks, which still don't appear on the AC satellite or chart views [?] are among the best that I've seen. All the floating docks except &"L&" dock have slip-side pump-outs [&"L&" is the first floating dock that you come to, and why it doesn't have pump-out is a mystery]. The older fixed wooden docks are in decent shape, but try to get on the floating ones if you can - it's worth the trouble. Pump-out is available at both of the fuel docks if you can't get it slip-side. The wi-fi is usually strong.

The staff [Dean, Carl, Matt, Freddy, Ann] are friendly, knowledgeable and, most importantly, are available and willing to help. Due to the tricky and swift cross-current, you need to contact the dock staff for assistance in entering the channel and docking. They are eager to offer assistance with lines as well as advise how to handle the current and when the current is slackest. Note: use the Ankona, FL Station Id: 8722274 tide tables, not the Fort Pierce or Fort Pierce Inlet stations.

The town offers numerous restaurants within easy walking distance. We recommend 12A-Bouy, Captain's Galley, Tillman's BBQ, 2nd Street Bistro, Lorenzo's Pizza. On-site are Cobb's Landing and The Original Tiki Bar restaurants.

If you have a tender, The Edge Bar and Grill along the inlet has good food and as does Harbor Cove Restaurant and Bar at Harbortown Marina. Both are a nice boat ride away. If you have access to a car, Pubelo Vieja on US1 [next to West Marine] has great Mexican food, and both Archies Bar and Grill and Manatee Island restaurant have good food on Hutchinson Island across the bridge. The local 7-11 has the basic, and I mean just the basic, food stuffs. A Publix is about 2 miles away. There are several regular events at or near the marina in town including a food truck night, weekly flea market and Saturday farmer's market. During the summer there are free movies at the local Sunrise Theater, and a First Friday flea market, food truck, music event on, you got it, the first Friday of the month. All said, this is a wonderful and worthwhile stop. It would rate more than 4 stars except for the following:

1. The Tidal Current can be fierce and the entrance tricky as the first 12 markers are floating, and they dive in the cross-current, especially the

greens. Also, note the shoal building from the south around marker 7. The current flows through the floating docks which are oriented parallel to the current, so docking assistance is needed except during slack times. We witnessed several cruisers with twins and thrusters having to make a second or third approach. Current is no problem at the older wooden fixed docks.

2. Grass was a constant problem for us [although note that we were here during the peak of the summer and during the horrible algae bloom that affected Stuart and the St. Lucie River]. We had to call a diver 3 times to remove the build-up from our AC strainer. And, we had to clean the strainer basket nearly every day. Even with all that, we had to blow out the intake through the seacock with a dockside water hose numerous times between diver visits. Fortunately, the dockside water pressure is strong. Grass seemed to be mostly a floating dock issue, and along the bulkhead on "J" dock where we were moved after the electrical issues.

3. Electrical issues plagued us on "L" dock. As mentioned in earlier reviews, the ground-fault system on the new floating docks is very sensitive and can result in an entire dock going dark. Marina personnel sometimes ask visiting boats to go first to the fuel dock to be checked before assigning slip position. Generally, we were told, boats with inverters have the biggest problems. Fail the test, and you will probably be assigned to the older fixed wooden docks. There are no known electrical problems on the older docks. We have an inverter, but didn't have a ground fault issue, but did experience voltage fluctuations on "L" dock. The marina moved us to "J" dock and those problems went away. But then the grass issue required another move to the T-head on "C" dock where we still had grass and also had some voltage issues. These seemed to be limited to short voltage fluctuations during the evening.

Despite all of that, we will return, and offer our 4 star recommendation to our fellow cruisers

City Commission Regular Meeting

7.c.

Meeting Date: 05/15/2017

Re: Letter from Pastor Andrew Jefferson

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Pastor Andrew Jefferson expressing his thanks and appreciation for the City Manager's assistance for Rock Church International.

Attachments

Letter from Pastor Jefferson

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/09/2017 08:35 AM
City Manager	Nick Mimms	05/09/2017 08:35 AM
Form Started By: Jennifer Robinson		Started On: 05/03/2017 02:44 PM
Final Approval Date: 05/09/2017		

ROCK CHURCH INTERNATIONAL

"TRANSFORMING LIVES THROUGH CHRIST"

REV. ANDREW JEFFERSON, PASTOR

617 Orange Avenue
FORT PIERCE, FL 34950

RECEIVED
TIME _____

APR 25 2017

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

April 24, 2017

Mr. Nick Mimms, City Manager
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34954

Dear Mr. Mimms:

It is with sincere gratitude that we write this letter of thanks and appreciation for your help for Rock Church. It is without question that your efforts made this a reality for the church along with the Grace of God. We are blessed to have you in position. We thank God for your excellent work, representation and your compassion and concern for the citizens and the community of Fort Pierce Florida.

Once again, thank you so very much. If you ever need anything, please do not hesitate to contact me at (772) 633-5070.

May God continue to bless you and your family,


Pastor Andrew Jefferson

City Commission Regular Meeting

10.a.

Meeting Date: 05/15/2017

Re: Mayor Hudson travel - FLC 6.15.2017

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of \$354.81 for Mayor Hudson to attend the FLC Legislative Policy Meeting being held on June 15 - 16, 2017 in Orlando, Florida.

SUMMARY:

Approval of travel expenses in the amount of \$354.81 for Mayor Hudson to attend the FLC Legislative Policy Meeting being held on June 15 - 16, 2017 in Orlando, Florida.

RECOMMENDATION:

Approve travel request

ALTERNATIVES:

Deny request

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Attachments

FLC Legislative - LHudson 6.15.2017

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/09/2017 08:38 AM
Form Started By: Caleta Scott		Started On: 04/26/2017 12:54 PM
Final Approval Date: 05/09/2017		



Florida League of Cities
Legislative Policy Committee Meeting/Post-Session Briefing
Thursday, June 15, 2017 ~ 4:00 pm—5:00 pm
Hyatt Regency Orlando International Airport

DRAFT
AGENDA

- I. Introductions & Opening Remarks..... **Committee Chair**
- II. FLC Policy Committee Process.....**FLC Staff**
- III. Post-Session Briefing**FLC Staff**
- IV. Announcements**FLC Staff**
- V. Closing Remarks..... **Committee Chair**
- VI. Adjournment



**Florida League of Cities
Legislative Policy Committee Meeting
Friday, June 16, 2017 ~ 10:00 am—3:00 pm
Hyatt Regency Orlando International Airport**

***DRAFT*
AGENDA**

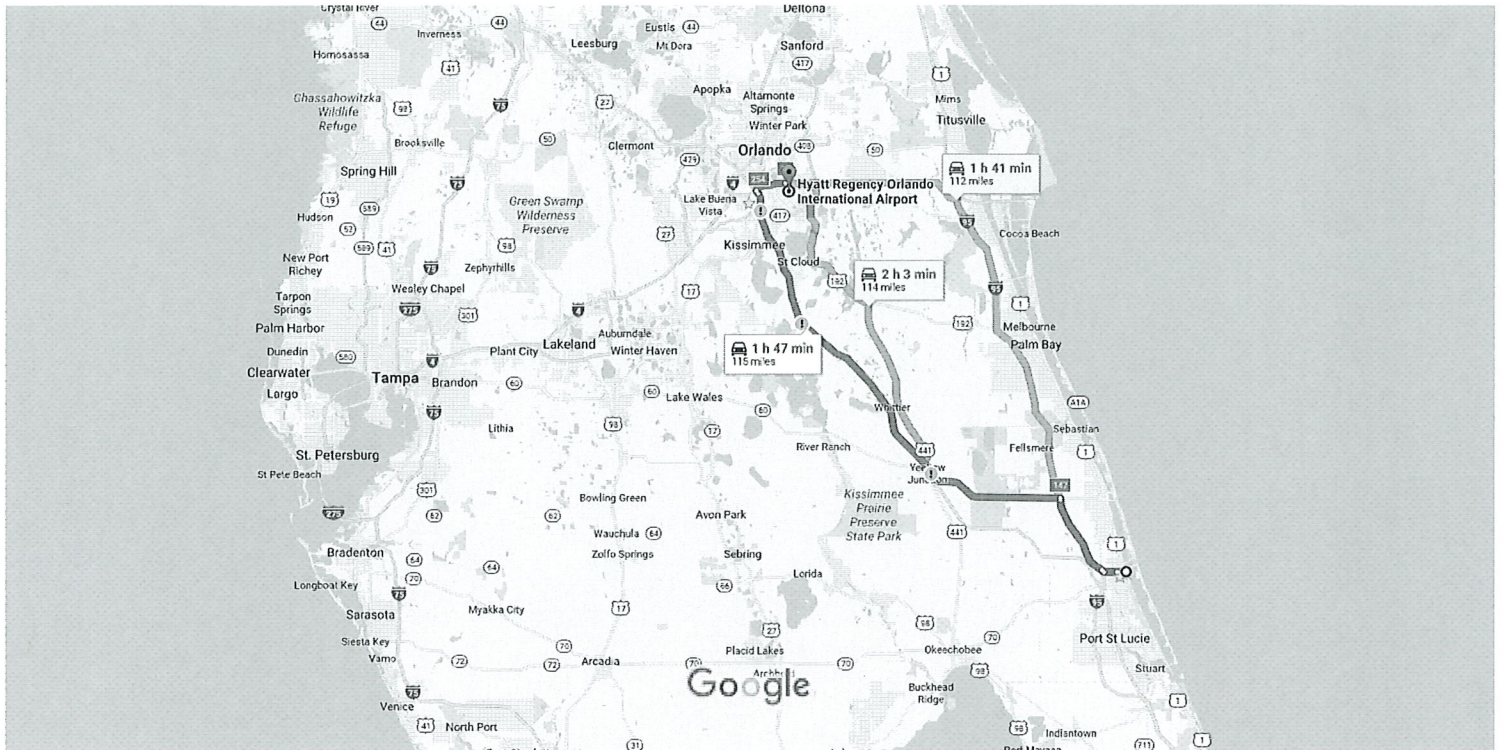
- I. Introductions & Opening Remarks..... Committee Chair**

- II. FLC Policy Committee Process.....FLC Staff**
- III. Legislative Process 101 / Key DatesFLC Staff**
- IV. New Business Invited Guests**

- V. Open Policy Discussion..... Member Discussion**

- VI. Federal IssuesFLC Staff**
- VII. Key Contact Program / Advocacy Allison Payne, FLC Staff**
- VIII. AnnouncementsFLC Staff**
- IX. Closing Remarks..... Committee Chair**
- X. Adjournment**

Lunch provided by the Florida League of Cities



Map data ©2017 Google, INEGI 10 mi

100 US-1, Fort Pierce, FL 34950

Get on I-95 N from Orange Ave




- ↑ 1. Head northwest on N 4th St toward Avenue A 10 min (4.5 mi)
- ↙ 2. Turn left at the 1st cross street onto Avenue A 256 ft
- ↙ 3. Turn left onto N 7th St 0.2 mi
- ↘ 4. Turn right onto Orange Ave 72 ft
- ↑ 5. Continue straight onto FL-68 W/Orange Ave 1.4 mi
- ↑ 6. Continue straight onto FL-68 W 2.3 mi
- ⤴ 7. Use the right lane to merge onto I-95 N via the ramp to Daytona Beach 344 ft

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





13 min (15.3 mi)

- 8. Merge onto I-95 N 15.1 mi
- 9. Take exit 147 for FL-60 toward Vero Beach/Lake Wales 0.2 mi


Get on Florida's Turnpike in Osceola County

- 10. Turn left onto FL-60 W/20th St (signs for Lake Wales)
 Continue to follow FL-60 W 25 min (25.3 mi)
- 11. Use the right lane to take the Florida's Turnpike ramp
 Toll road 24.6 mi
- 12. Keep left at the fork, follow signs for Orlando N and merge onto Florida's Turnpike
 Toll road 0.2 mi
- 13. Merge onto Florida's Turnpike 0.5 mi

Continue on Florida's Turnpike to Orlando. Take exit 11 from FL-528 E

- 13. Merge onto Florida's Turnpike
 Toll road 57 min (68.5 mi)
- 14. Take exit 254 for US-17/US-92/US-441/Orange Blossom Tr/Florida 528 Toll
 Partial toll road 61.4 mi
- 15. Keep right, follow signs for FL-528 E/Orlando International Airport/Kennedy Space Center and merge onto FL-528 E
 Partial toll road 0.5 mi
- 16. Use the right 3 lanes to take exit 11 toward International Airport
 Toll road 5.7 mi
- 17. Merge onto Florida's Turnpike 0.8 mi

Drive to Jeff Fuqua Blvd

- 17. Merge onto Jeff Fuqua Blvd 3 min (1.2 mi)
- 18. Take the exit on the left toward Terminal A 0.6 mi
- 19. Keep right to continue on Jeff Fuqua Blvd 0.2 mi
- 20. Keep right to stay on Jeff Fuqua Blvd
 Destination will be on the right 171 ft
- 21. Merge onto Jeff Fuqua Blvd 0.3 mi

FL LEAGUE OF CITIES (FGOC) ~ Jun 15, 2017 - Jun 16, 2017 ~
Hyatt Regency Orlando International Airport

Dear Linda Hudson,

We are pleased to confirm your reservations at Hyatt Regency Orlando International Airport. The staff of Hyatt Regency Orlando International Airport is looking forward to your arrival as part of the FL LEAGUE OF CITIES (FGOC). Should your travel plans change and you need to make changes to your reservations, please [click here](#) or call 888-421-1442.

We look forward to welcoming you to Hyatt Regency Orlando International Airport.

- The Staff of Hyatt Regency Orlando International Airport

Reservation Details

Online Confirmation:	32JSX99N			
Date Booked:	Apr 25, 2017			
Reservation Name:	Linda Hudson			
Arrival Date:	Jun 15, 2017			
Departure Date:	Jun 16, 2017			
Room Type:	King			
Number of Rooms:	1			
Number of Guests:	1			
Night by Night Rate:	Date2	Guest(s)	Status	Rate
	Jun 15, 2017	1	Confirmed	149.00
	Additional Guest	Rate		
	Second Guest	0.00		
	Third Guest	25.00		
	Fourth Guest	25.00		
Fifth Guest	0.00			
Total Charge:	149.00			
Tax Disclosure:	Room rates shown do not include State Tax of 6.5% and County Tax of 6.0% (taxes are subject to change without notice).			
Add-Ons:				
Cancel Policy:	Guest room must be canceled by 4pm EST day prior to arrival to avoid one night room/tax cancel fee.			

CREDIT CARD AUTHORIZATION FORM

Hotel:

Individual/Business/Group or Event Name:

Reservation Confirmation Number:

Arrival or Event Date(s):

Credit Card Billing Address:

City / State / Zip / Country:

Contact Phone Number:

Contact Email Address:

I hereby authorize the following charges to be applied to the following credit card.

Check all that apply:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Room & Tax | <input type="checkbox"/> City Tax | <input type="checkbox"/> Gift Certificate | <input type="checkbox"/> All Stay Charges |
| <input type="checkbox"/> Food & Beverage | <input type="checkbox"/> Only Specific Incidentals | <input type="checkbox"/> All Banquet Charges | <input type="checkbox"/> Guest Amenity |
| <input type="checkbox"/> All Incidentals | <input type="checkbox"/> Resort Services Fee | <input type="checkbox"/> Parking | <input type="checkbox"/> Other - see comments |

I hereby authorize the following amount be applied to the credit card (applicable sales tax and service charges may apply):

**In Australia: An additional 3% service fee will apply to the total stay account when paying by Amex and Diners credit cards upon departure. All other credit cards will incur an additional 1.5% fee which will apply to the total stay upon departure (excluding Park Hyatt Sydney).*

Comments:

The credit card listed below may be billed for the estimated charges Ten (10) days prior to event/reservation date.

Credit Card Number:

Name on Card:

Expiration Date:

Cardholder Phone #:

Signature of Card Holder: _____ Current Date

- By submitting this form and any supporting documents, I confirm that I have read and agreed to the use of the personal information I am giving you in accordance with your Global Privacy Policy for Guests, which is available at privacy.hyatt.com

Please fax this completed form to:

Hotel Fax #:

Please transmit this form at least 72 hours prior to your planned arrival in order to ensure your request is processed. Hotel does not accept credit card authorization requests for same day arrivals.

For a list of all hotels and their contact information, please visit: <http://www.hyatt.com/hyatt/site-map.jsp>

All information is kept confidential and used only for the purposes as noted above.

PARK HYATT®

ANDAZ

GRAND | HYATT

HYATT

HYATT
REGENCY

HYATT
PLACE

HYATT
HOUSE

HYATT
RESIDENCE CLUB

City Commission Regular Meeting

10.b.

Meeting Date: 05/15/2017

Re: Submit Application & Receive Grant for Lincoln Park Revitalization Coordinator Staff Position

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

SUBJECT:

Approval to submit and accept grant application to Allegany Franciscan Ministries to cover 75% of salary and fringe benefits for new Lincoln Park Revitalization Coordinator City staff position for three (3) years with potential to renew for two (2) additional years.

SUMMARY:

Lincoln Park Revitalization Coordinator will be located in City's Urban Redevelopment Department. Responsibilities will include providing oversight for City and Allegany-sponsored revitalization programs and projects in the Lincoln Park neighborhood.

RECOMMENDATION:

Approve submittal of grant app & receive award from Allegany Franciscan Ministries for 75% of salary & benefits for Lincoln Park Revitalization Coordinator for 3 years with option to renew for 2 years; Commit to fund position once the Allegany financial assistance ends.

ALTERNATIVES:

Do not approve the submittal and receipt of this grant award.

RESPONSIBLE STAFF:

Libby Woodruff

COORDINATED WITH:

Nicholas Mimms, City Manager
Rebecca Grohall, Planning Director

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year:

Amount: 56250.00

OTHER INFORMATION:

\$56,250 will come from the City's personnel budget. This is the total amount needed to cover the City's commitment to fund 25% of this position for three (3) full years.

Attachments

Allegany Grant Application

Job Description - LP Revit Coord

Form Review

Inbox

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 05/09/2017

Reviewed By

Nick Mimms

Date

05/09/2017 08:35 AM

Started On: 05/03/2017 03:29 PM

Application

Lincoln Park Revitalization Coordinator - Salary and Fringe Benefits

Process: Common Good Initiative Investment Application

Public Profile

Application Packet

Question List

Applicant:

Ms. Libby A Woodruff
ewoodruff@city-ftpierce.com
772-467-3169
City of Fort Pierce 100 N. U.S. Hwy. 1
Fort Pierce, Florida 34950 USA

Contact Email History

Organization:

City of Fort Pierce
59-6000322
772-467-3169
100 North U.S. Hwy. 1
Fort Pierce, Florida 34950 USA

If your organization information does not appear correct, please click the edit (pencil) icon.

Documents 0

No Documents have been Uploaded.

Fields with an asterisk (*) are required.



Click to [here](#) to read application instructions.

Select the Common Good Initiative community served.

- Lincoln Park
- Overtown
- Wimauma

Organizational Information

Lead Organization Background*

Briefly describe your organization including history and scope of services. Include a description of the geographic area served and population served.

Fort Pierce is a city in and the county seat of St. Lucie County, Florida. It is also known as "The Sunrise City". The estimated population recorded by the U.S. Census Bureau was 44,484 for 2016. The City of Fort Pierce is named after the army installation of Fort Pierce built in the area in 1838 during the Second Seminole War.

The City of Fort Pierce has a mayor-council form of local government. The offices of commissioner and mayor are nonpartisan, and have a term of four years.

According to the United States Census Bureau, Fort Pierce boundaries entail an area of 20.8 miles, of which 14.7 square miles is land and 6.0 square miles (35%) is water.

The City has an ethnically diverse population, with 40.9% of its population African American, 21.9% Hispanic or Latino and 45.3% white. The U.S. Census also lists the City's median household income for 2011-2015 at \$25,635, compared to the State of Florida, \$49,426 and 36.6% of Fort Pierce residents are listed as 'below the poverty level' in relation to the State of Florida, which is listed at 15.7%.

Project Information

Project Name*

Do not include organization's name in the project name.

Lincoln Park Revitalization Coordinator - Salary and Fringe Benefits

Length of Investment*

- Choose one
- 12 months
 - 24 months

36 months

Key Partners in Initiative*

List other organizations holding key roles in project and describe their role.

Key partners are the City of Fort Pierce and Allegany Franciscan Ministries.

✓ 1,924 characters left of 2,000

Initiative Description*

Summarize the project or initiative to be funded. Identify name and title of key personnel working with the initiative.

This request is for funding to cover 75% of the salary and fringe benefits for three (3) years with a potential two (2) year renewal for a new City staff position - Lincoln Park Revitalization Coordinator, which will be located in the City of Fort Pierce Department of Urban Redevelopment. Key Personnel - Nicholas Mimms, City of Fort Pierce City Manager; Libby Woodruff, City of Fort Pierce Manager, Urban Redevelopment; and City of Fort Pierce Lincoln Park Revitalization Coordinator - To Be Decided.

The City of Fort Pierce is committed to sustaining this staff position in perpetuity, through the City's General Fund appropriations and grant awards, when the Allegany Franciscan Ministry funding commitment comes to an end, within 3-5 years.

✓ 4,254 characters left of 5,000

Complete and upload EITHER a Scope of Work or the Success Measures Form. Your regional vice president will advise which one is needed.

Scope of Work (Planning Grants/Events)

At a minimum, it will detail the activities, timeline and deliverables of the funded initiative. The lead agency is responsible for the deliverables and reporting to Allegany Franciscan Ministries. If multiple partners are involved, their responsibilities may be spelled out in separate MOUs with the lead agency, or in other formats as agreed to by the partners. Complete and upload your scope of work. (Upload will not appear until after you click "save draft" at the bottom of this page).

Upload a file [3 MiB allowed]

Success Measures Form (Project Oriented)

Review the Explanation of Success Measures and complete the Success Measures Form. If the project will be funded for more than one year, complete one form for each year. Complete, save and upload. (Upload will not appear until after you click "save as draft" at the bottom of this page).

Upload a file [2 MiB allowed]

City of FP - Success Measures - Year 1.pdf [200.0KIB]

Year 2 Success Measures Form (if applicable)

Upload a file [2 MiB allowed]

City of FP - Success Measures - Year 2.pdf [200.3KIB]

Year 3 Success Measures Form (if applicable)

Upload a file [2 MiB allowed]

City of FP - Success Measures - Year 3.pdf [199.4KIB]

Budget Information

Total Organizational Budget, current fiscal year*

\$ 35,803,121

Total Anticipated Funding from Allegany Franciscan Ministries for this Initiative*

\$ 225,000

Project Budget Summary Form

Download the Project Budget Summary Form. Complete, save and upload the document back into the application. (Upload will not appear until after you click "save draft" at the bottom of this page). If you already have a project budget form, please use that making sure to include an accounting of funding requested by Allegany Franciscan Ministries.

Upload a file [3 MiB allowed]

Fort Pierce - Project Budget Summary Form - All Years.pdf [77.2KIB]

Project Budget Narrative Form

Download the Project Budget Narrative Form. Project Budget Narrative Form. Complete, save and upload the form back into the application. Use existing budget narrative documents if you have them.

Upload a file [2 MiB allowed]

City of FP - Proj Bud Narr - All Years.pdf [234.6KiB]

Most Recent Audit

Upload your most recent audit. For requests \$50,000 and above.

Upload a file [5 MiB allowed]

FP - 2017 Audit Report.pdf [293.2KiB]

▼ Certification & Signature Form

Certification and Signature Form*

Download the Certification Form attached here. Once complete, scan the signed document and upload it back into the application or use the Fax-to-File tool to create a pdf of the document and upload. Refer to instructions for more information.

Upload a file [2 MiB allowed]

▼ Supplemental Information

Upload #1

Additional information requested by regional vice president. Add brief description of uploaded document.

Role of Lincoln Park Revitalization Coordinator

✓ 453 characters left of 500

Upload a file [2 MiB allowed]

Revitalization Coordinator - Neighborhood Role.pdf [62.1KiB]

Upload #2

Additional information requested by regional vice president. Add brief description of uploaded document.

✓ 500 characters left of 500

Upload a file [2 MiB allowed]

Save Application

Submit Application

**Allegany Franciscan Ministries
SUCCESS MEASURES FORM**

**Organization Name: City of Fort Pierce
Year: June 1, 2017**

**Project Title: Lincoln Park Revitalization Coordinator
To: May 31, 2018**

Outcomes	Indicators	Activities	Measurement plan
1) Stronger Existing Businesses 2) New Business Startups 3) Investment & Development 4) New Jobs 5) Crime Reduction 6) Positive Youth Activities 7) Enhanced Employment Opportunities 8) Improved Civic Pride	Increase in new business startups in Lincoln Park Increase in Cultural Heritage Tourists Decrease in Empty Storefronts on Ave. D Decrease in Unemployment Numbers Decrease in Crime Statistics Increase in Activities for Youth Decrease in Vandalism, Graffiti, etc.	1, 2, 3, 4, 5, 6, 7 - Oversee grant opportunities for development of new and existing businesses 1, 4, 5, 6, 7, 8 - Oversee grant opportunities for public services for Lincoln Park residents 1, 2, 3, 7, 8 - Oversee grant opportunities for commercial property façade improvements 1, 4, 7, 8 - Provide Annual Job Fair 4, 5, 7, 8 - Provide collaborations that results in free Job Training opportunities 1, 2, 3, 4, 5, 7, 8 - Provide community projects centered on arts and cultural heritage that include community buy-in and participation 6, 8 - Provide educational opportunities on Lincoln Park's cultural heritage assets to middle school children.	The proposed Outcomes listed in this application will be measured by the: Number of grant awards provided for new and existing businesses located in Lincoln Park Number of new businesses in Lincoln Park every six months Number of new commercial developments in Lincoln Park every six months Number of citizens served through public service grant awards in Lincoln Park each year Number of commercial façade grants awarded for properties in Lincoln Park each year Number of employers, potential employees from Lincoln Park attending annual job fair Number of Lincoln Park residents enrolled in free Job Training educational programs – every 6 months Number of tourists attending annual cultural heritage events in Lincoln Park Number of students in Lincoln Park receiving educational materials related to Lincoln Park cultural heritage assets via Lincoln Park public schools each year.

complete one page – and one page only - per year of grant

**Allegany Franciscan Ministries
SUCCESS MEASURES FORM**

**Organization Name: City of Fort Pierce
Year: June 1, 2018**

**Project Title: Lincoln Park Revitalization Coordinator
To: May 31, 2019**

Outcomes	Indicators	Activities	Measurement plan
<ol style="list-style-type: none"> 1) Stronger Existing Businesses 2) New Business Startups 3) Investment & Development 4) New Jobs 5) Crime Reduction 6) Positive Youth Activities 7) Enhanced Employment Opportunities 8) Improved Civic Pride 	<p>Increase in new business startups in Lincoln Park</p> <p>Increase in Cultural Heritage Tourists</p> <p>Decrease in Empty Storefronts on Ave. D</p> <p>Decrease in Unemployment Numbers</p> <p>Decrease in Crime Statistics</p> <p>Increase in Activities for Youth</p> <p>Decrease in Vandalism, Graffiti, etc.</p>	<p>1, 2, 3, 4, 5, 6, 7 - Oversee grant opportunities for development of new and existing businesses</p> <p>1, 4, 5, 6, 7, 8 - Oversee grant opportunities for public services for Lincoln Park residents</p> <p>1, 2, 3, 7, 8 - Oversee grant opportunities for commercial property façade improvements</p> <p>1, 4, 7, 8 - Provide Annual Job Fair</p> <p>4, 5, 7, 8 - Provide collaborations that results in free Job Training opportunities</p> <p>1, 2, 3, 4, 5, 7, 8 - Provide community projects centered on arts and cultural heritage that include community buy-in and participation</p> <p>6, 8 - Provide educational opportunities on Lincoln Park's cultural heritage assets to middle school children.</p>	<p>The proposed Outcomes listed in this application will be measured by the:</p> <p>Number of grant awards provided for new and existing businesses located in Lincoln Park</p> <p>Number of new businesses in Lincoln Park every six months</p> <p>Number of new commercial developments in Lincoln Park every six months</p> <p>Number of citizens served through public service grant awards in Lincoln Park each year</p> <p>Number of commercial façade grants awarded for properties in Lincoln Park each year</p> <p>Number of employers, potential employees from Lincoln Park attending annual job fair</p> <p>Number of Lincoln Park residents enrolled in free Job Training educational programs – every 6 months</p> <p>Number of tourists attending annual cultural heritage events in Lincoln Park</p> <p>Number of students in Lincoln Park receiving educational materials related to Lincoln Park cultural heritage assets via Lincoln Park public schools each year.</p>

complete one page – and one page only - per year of grant

**Allegheny Franciscan Ministries
SUCCESS MEASURES FORM**

**Organization Name: City of Fort Pierce
Year: June 1, 2019**

**Project Title: Lincoln Park Revitalization Coordinator
To: May 31, 2020**

Outcomes	Indicators	Activities	Measurement plan
<ol style="list-style-type: none"> 1) Stronger Existing Businesses 2) New Business Startups 3) Investment & Development 4) New Jobs 5) Crime Reduction 6) Positive Youth Activities 7) Enhanced Employment Opportunities 8) Improved Civic Pride 	<p>Increase in new business startups in Lincoln Park</p> <p>Increase in Cultural Heritage Tourists</p> <p>Decrease in Empty Storefronts on Ave. D</p> <p>Decrease in Unemployment Numbers</p> <p>Decrease in Crime Statistics</p> <p>Increase in Activities for Youth</p> <p>Decrease in Vandalism, Graffiti, etc.</p>	<p>1, 2, 3, 4, 5, 6, 7 - Oversee grant opportunities for development of new and existing businesses</p> <p>1, 4, 5, 6, 7, 8 - Oversee grant opportunities for public services for Lincoln Park residents</p> <p>1, 2, 3, 7, 8 - Oversee grant opportunities for commercial property façade improvements</p> <p>1, 4, 7, 8 - Provide Annual Job Fair</p> <p>4, 5, 7, 8 - Provide collaborations that results in free Job Training opportunities</p> <p>1, 2, 3, 4, 5, 7, 8 - Provide community projects centered on arts and cultural heritage that include community buy-in and participation</p> <p>6, 8 - Provide educational opportunities on Lincoln Park's cultural heritage assets to middle school children.</p>	<p>The proposed Outcomes listed in this application will be measured by the:</p> <p>Number of grant awards provided for new and existing businesses located in Lincoln Park</p> <p>Number of new businesses in Lincoln Park every six months</p> <p>Number of new commercial developments in Lincoln Park every six months</p> <p>Number of citizens served through public service grant awards in Lincoln Park each year</p> <p>Number of commercial façade grants awarded for properties in Lincoln Park each year</p> <p>Number of employers, potential employees from Lincoln Park attending annual job fair</p> <p>Number of Lincoln Park residents enrolled in free Job Training educational programs – every 6 months</p> <p>Number of tourists attending annual cultural heritage events in Lincoln Park</p> <p>Number of students in Lincoln Park receiving educational materials related to Lincoln Park cultural heritage assets via Lincoln Park public schools each year.</p>

complete one page – and one page only - per year of grant

Allegany Franciscan Ministries - 2017 COMMON GOOD INITIATIVE

PROJECT BUDGET SUMMARY FORM - YEAR 1

Project Title: Salary and Fringe - Lincoln Park
 Revitalization Coordinator

Organization Name: City of Fort Pierce, Florida
 FROM: June 1, 2017 TO : May 31, 2018

Budget Category	Total Project Budget (A+B+C+D)	Sources of Funding			
		Source A: Allegany Franciscan Ministries	Source B: City of Fort Pierce	Source C: N/A	Source D: N/A
Personnel (salaries, wages, benefits, payroll taxes etc for all personnel involved in project)	93750	75,000	18,750	N/A	N/A
Equipment (computers, furniture, etc., less than \$3,000 per item)	4500	0	4500	N/A	N/A
Supplies	1600	0	1600	N/A	N/A
Occupancy (rent, mortgage, utilities, telephone, internet, etc. assigned as project expense)	5500	0	5500	N/A	N/A
Local Travel (mileage, tolls, parking for regular local travel)	0	0	0	N/A	N/A
Training (staff development, conferences, long distance travel)	500	0	500	N/A	N/A
Design, Printing & Postage	1500	0	1500	N/A	N/A
Capital (Buildings, vehicles, equipment \$3,000 or more per item.)	1200	0	1200	N/A	N/A
Purchased Services (consultants, legal, accounting services, etc.)	0	0	0	N/A	N/A
TOTAL	108550	75000	33550	0	0

Allegany Franciscan Ministries - 2017 COMMON GOOD INITIATIVE

PROJECT BUDGET SUMMARY FORM - YEAR 2

Project Title: Salary and Fringe - Lincoln Park
Revitalization Coordinator

Organization Name: City of Fort Pierce, Florida
FROM: June 1, 2018 TO : May 31, 2019

Budget Category	Total Budget (A+B+C+D)	Sources of Funding			
		Source A: Allegany Franciscan Ministries	Source B: City of Fort Pierce	Source C:	Source D:
Personnel (salaries, wages, benefits, payroll taxes etc for all personnel involved in project)	93750	75,000	18,750	N/A	N/A
Equipment (computers, furniture, etc., less than \$3,000 per item)	300	0	300	N/A	N/A
Supplies	1600	0	1600	N/A	N/A
Occupancy (rent, mortgage, utilities, telephone, internet, etc. assigned as project expense)	5500	0	5500	N/A	N/A
Local Travel (mileage, tolls, parking for regular local travel)	0	0	0	N/A	N/A
Training (staff development, conferences, long distance travel)	500	0	500	N/A	N/A
Design, Printing & Postage	1500	0	1500	N/A	N/A
Capital (Buildings, vehicles, equipment \$3,000 or more per item.)	1200	0	1200	N/A	N/A
Purchased Services (consultants, legal, accounting services, etc.)	0	0	0	N/A	N/A
TOTAL	104350	75000	29350	0	0

Allegany Franciscan Ministries - 2017 COMMON GOOD INITIATIVE

PROJECT BUDGET SUMMARY FORM - YEAR 3

Project Title: Salary and Fringe - Lincoln Park
 Revitalization Coordinator

Organization Name: City of Fort Pierce, Florida
 FROM: June 1, 2019 TO : May 31, 2020

Budget Category	Total Budget (A+B+C+D)	Sources of Funding			
		Source A: Allegany Franciscan Ministries	Source B: City of Fort Pierce	Source C:	Source D:
Personnel (salaries, wages, benefits, payroll taxes etc for all personnel involved in project)	93750	75,000	18,750	N/A	N/A
Equipment (computers, furniture, etc., less than \$3,000 per item)	300	0	300	N/A	N/A
Supplies	1600	0	1600	N/A	N/A
Occupancy (rent, mortgage, utilities, telephone, internet, etc. assigned as project expense)	5500	0	5500	N/A	N/A
Local Travel (mileage, tolls, parking for regular local travel)	0	0	0	N/A	N/A
Training (staff development, conferences, long distance travel)	500	0	500	N/A	N/A
Design, Printing & Postage	1500	0	1500	N/A	N/A
Capital (Buildings, vehicles, equipment \$3,000 or more per item.)	1200	0	1200	N/A	N/A
Purchased Services (consultants, legal, accounting services, etc.)	0	0	0	N/A	N/A
TOTAL	104350	75000	29350	0	0

Allegany Franciscan Ministries – 2015-2016 COMMON GOOD INITIATIVE GRANT APPLICATION
PROJECT BUDGET NARRATIVE

Organization Name: City of Fort Pierce, Florida

Project Title: Salary and Fringe Benefits for Lincoln Park Revitalization Coordinator position

FROM: June 1, 2017 TO: May 31, 2018

Personnel: Lincoln Park Revitalization Coordinator

Equipment: Furnish desktop computer installed with advanced software, printers (personal office and large quantity), plotter, desk and cell phones, fax machine, office furniture, file cabinets, etc.

Supplies: All office supplies, as needed to perform job requirements. Includes, printer and specialty papers, small office equipment such as label maker, stapler, calculator, etc.

Occupancy – Office space, utilities, internet, IT support, conference room space, etc.

Local Travel: City vehicle with fuel and maintenance, whenever needed.

Training: Conferences to educate staff on Urban Redevelopment initiatives, successful projects, grant opportunities, etc.

Design, Printing & Postage – Printing posters, postcards, flyers, radio and social media advertising; postage, etc.

Capital - Office furniture, file cabinets, chairs, etc.

Purchased Services - NA

Complete no more than one page per year of grant.

Allegany Franciscan Ministries – 2015-2016 COMMON GOOD INITIATIVE GRANT APPLICATION
PROJECT BUDGET NARRATIVE

Organization Name: City of Fort Pierce, Florida

Project Title: Salary and Fringe Benefits for Lincoln Park Revitalization Coordinator position

FROM: June 1, 2018 TO: May 31, 2019

Personnel: Lincoln Park Revitalization Coordinator

Equipment: Cell phone

Supplies: All office supplies, as needed to perform job requirements. Includes, printer and specialty papers, small office equipment such as label maker, stapler, calculator, etc.

Occupancy – Office space, utilities, internet, IT support, conference room space, etc.

Local Travel: City vehicle with fuel and maintenance, whenever needed.

Training: Conferences to educate staff on Urban Redevelopment initiatives, successful projects, grant opportunities, etc.

Design, Printing & Postage – Printing posters, postcards, flyers, radio and social media advertising; postage, etc.

Capital - Office furniture, file cabinets, chairs, etc.

Purchased Services - NA

Complete no more than one page per year of grant.

Allegany Franciscan Ministries – 2015-2016 COMMON GOOD INITIATIVE GRANT APPLICATION
PROJECT BUDGET NARRATIVE

Organization Name: City of Fort Pierce, Florida

Project Title: Salary and Fringe Benefits for Lincoln Park Revitalization Coordinator position

FROM: June 1, 2019 TO: May 31, 2020

Personnel: Lincoln Park Revitalization Coordinator

Equipment: Cell phone

Supplies: All office supplies, as needed to perform job requirements. Includes, printer and specialty papers, small office equipment such as label maker, stapler, calculator, etc.

Occupancy – Office space, utilities, internet, IT support, conference room space, etc.

Local Travel: City vehicle with fuel and maintenance, whenever needed.

Training: Conferences to educate staff on Urban Redevelopment initiatives, successful projects, grant opportunities, etc.

Design, Printing & Postage – Printing posters, postcards, flyers, radio and social media advertising; postage, etc.

Capital - Office furniture, file cabinets, chairs, etc.

Purchased Services - NA

Complete no more than one page per year of grant.

Lincoln Park Revitalization Coordinator – Neighborhood Role

Lincoln Park is a culturally and historically-rich community. It was home to Zora Neale Hurston, author of *Their Eyes Were Watching God*. It is still the home of many of the surviving Florida Highwaymen artists, a group of 26 African-American self-taught/self-mentoring landscape artists who were inducted into the Florida Artist Hall of Fame in 2004. Commemorative self-guided trails honoring Hurston and the Highwaymen weave throughout Lincoln Park. An annual art show and festival honoring the Highwaymen draw hundreds of tourists to beautiful Moore's Creek Linear Park each year. The Lincoln Park Revitalization Coordinator will oversee this annual event and also help create an annual event in honor of Hurston.

Lincoln Park is also home to the historic Lincoln Theater - one of only four African-American owned theaters in the country. The Martin Luther King, Jr. Commemorative Committee owns the derelict structure. They recently completed restoration to the façade of the building via a Florida Legislature appropriation. The City is working with the Committee to identify funding opportunities to restore the inside of the historic facility to a pristine, intimate 500-seat venue to serve as a cornerstone of civic pride and economic development for Avenue D and the entire Lincoln Park community. The Lincoln Park Revitalization Coordinator will play a vital role in this process.

Gang violence disproportionately impacts 23% of the City's population (approximately 9,961 residents) residing in a three-square mile area known as Lincoln Park (US Census Tracts 3802 and 3803). The Lincoln Park Revitalization Coordinator will collaborate with the Restoring the Village initiative and the Fort Pierce Police Department and be personally involved with crime resolution efforts.

Lincoln Park has a racial and ethnic composition of 91% African American, 9% White, and 6% Hispanic/Latino. 55% of the families and 75% of children living in Lincoln Park are at or below the federal poverty line. 33% of families are single-parent homes headed by females, and 95% of these female-headed households are at or below the federal poverty level. 40% of residents age 25 and older never graduated high school. The Lincoln Park Revitalization Coordinator will oversee programs and projects designed to encourage GED achievement and job training for community residents.

The City of Fort Pierce's has dedicated more than 75% of its annual Community Development Block Grant (CDBG) funds to improving the Lincoln Park neighborhood. Partnerships with Indian River State College, Career Source Research Coast, Fort Pierce Utilities Authority, Service Corps of Retired Executives, Kids at Hope, Restoring the Village Youth Initiative, Allegany Franciscan Ministries and numerous local churches and organizations help leverage CDBG funds to the maximum. Projects and programs include, but are not limited to economic development initiatives for small businesses, free job training opportunities, health fairs, commercial façade grants, new street signage and lighting, park improvements, community garden, promotion of local art and cultural heritage assets to increase tourism, annual Job Fair, Free Summer Camps, grant awards for public service agencies that provide services for youth, adults and seniors, and the Paint Our Town and Weatherization programs. The Lincoln Park Revitalization Coordinator will provide oversight for these projects and programs.

The City also provides State Housing Initiatives Partnership (SHIP) funds for owner-occupied housing rehabilitations and first-time homebuyer assistance. Many of the home rehab applications we receive are from citizens who live in the Lincoln Park community. The Lincoln Park Revitalization Coordinator will assist in the SHIP program as it relates to Lincoln Park residents.

Job Description

Lincoln Park Revitalization Coordinator

Job Summary: The Lincoln Park Revitalization Coordinator works to revitalize and redevelop the Lincoln Park neighborhood, one of the City of Fort Pierce's oldest historic communities.

This job will in part entail carrying out the City of Fort Pierce's "Creative Placemaking Initiative" for Lincoln Park, which is defined as "Partnering with public, private, non-for-profit, and community sectors to strategically shape the physical and social character of a neighborhood around arts and cultural activities."

Major Duties:

- Assist with the development and oversight of programs and projects to physically improve Lincoln Park properties;
- Provide development, coordination and oversight for all City-sponsored events, programs and projects within the Lincoln Park neighborhood;
- Build, foster, nurture and maintain professional relationships with Lincoln Park merchants and citizens; assist small business owners toward increasing their capacity and sustainability;
- Assist in the creation and implementation of the City's Arts and Culture Master Plan in relation to events, programs and projects in Lincoln Park. This will involve enhancing partnerships and improving Lincoln Park cultural heritage amenities, including Hurston and Highwaymen trails and related assets and events to increase tourism and economic viability;
- Assist with development and implementation of strategies to attract businesses to Lincoln Park; participate in development negotiations;
- Develop and maintain inventory of Lincoln Park businesses;
- Collaborate with City staff to develop affordable housing strategies to address the shortfall of decent, reasonably priced housing in Lincoln Park, which will encourage private investment and residential growth; and
- Make recommendations and participate in strategic planning to improve Lincoln Park design, signage, traffic management, pedestrian walkability, bike connectivity and related infrastructure.

Knowledge and Skills Required for this Position:

- Knowledge of City's history and demographics;
- Skill in dealing with the public and private enterprises;
- Skill in oral and written communication;
- Ability to operate and utilize computer systems, software, and the internet in the performance of duties;
- Ability to network and develop relationships with the Lincoln Park and Fort Pierce business community at large;

- Ability to coordinate and manage a number of projects simultaneously using effective time management and problem solving techniques;
- Ability to work independently and follow through on assignments with minimal direction;
- Ability to write reports clearly and in a professional manner while conveying technical information to the general public;
- Ability to establish and maintain effective working relationships with City personnel and the public.

Supervisory Controls: The position is under direct supervision of the Manager of the Department of Urban Redevelopment and reports to the Manager of Urban Redevelopment and the Fort Pierce City Manager who is the Director of the Fort Pierce Redevelopment Agency.

Complexity: Work requires analysis and judgment in accomplishing diverse duties and the exercise of creative independent thinking within the limits of guidelines, policies, standards, and precedents.

Scope and Effect: The purpose of this position is to lead revitalization and redevelop efforts in the Lincoln Park neighborhood, assist with the development and implementation of physical improvements to Lincoln Park, and provide oversight for all City-sponsored events and programs within the Lincoln Park neighborhood.

Work Environment: The work is typically performed in the office, located at Fort Pierce City Hall and throughout the Lincoln Park community.

Supervisory and Personnel Management Responsibility: None.

Minimum Qualifications: Bachelor's Degree in Business, Economics, Management, or Economic Development; five (5) years of experience in volunteering or in paid positions involving special event planning, community development or economic development activities; valid State of Florida Driver's License; equivalent combination of education and experience.

City Commission Regular Meeting

10.c.

Meeting Date: 05/15/2017

Re: Recommendation of Award for Bid # 2017-016 - SHIP Home Rehabilitation Project

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

SUBJECT:

Approve Gentile Corporation as the lowest responsive bidder to RFP #2017-016 for an amount not to exceed \$16,900 for rehabilitation of 2110 Valencia Avenue funded through the State Housing Initiatives Partnership (SHIP) program.

SUMMARY:

According to the SHIP Local Housing Assistance Plan (LHAP), the City may provide Owner-Occupied Housing rehabilitations using SHIP funds to upgrade substandard houses. SHIP assistance is provided to income-eligible owner-occupied households on a first come, first qualified, first served basis.

RECOMMENDATION:

Approve Gentile Corporation as the lowest responsive bidder for RFP #2017-016

ALTERNATIVES:

Do not approve the award of Bid #2017-016 to Gentile Corporation.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment
Gelencia Carter, Manager, Purchasing Department

COORDINATED WITH:

Rebecca Grohall, Director, Planning Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016-2017
Account: 10595025548310
Amount: 16,900.00

OTHER INFORMATION:

This expenditure will be reimbursed to the City via State Housing Initiatives Partnership (SHIP) funds.

Attachments

RFP Results for 2110 Valencia

Form Review

Inbox

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 05/09/2017

Reviewed By

Nick Mimms

Date

05/09/2017 08:36 AM

Started On: 05/03/2017 01:24 PM



CITY OF FORT PIERCE TABULATION OF BIDS

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

BID ON:	SHIP REHABILITATION PROJECT 2110 VALENCIA AVE.
BID NUMBER:	2017-016
DATE:	4/26/17 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 12 = 0.36 %
0 "No Bids"
Total = 0.36 %

VENDOR	TOTAL
Gentile Corp. Fort Pierce, FL	\$16,900.00
De La Hoz Builders Inc. Sebastian, FL	\$18,774.00
Close Construction, LLC. Fort Pierce, FL	\$28,500.00

PLEASE NOTE:

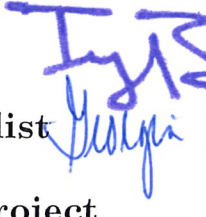
- COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.



MEMORANDUM
from the
PROCUREMENT DEPARTMENT

TO: Elizabeth Woodruff, Manager Urban Redevelopment

THROUGH: Tony Barnes, Director of Purchasing

FROM: Georgia Montgomery, Purchasing Specialist 

SUBJECT: Bid No. 2017-016 ~ SHIP Rehabilitation Project
(2110 Valencia Ave)

DATE: April 28, 2017

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

The invitation was sent to 854 vendors. Twelve (12) vendors requested specifications with three (3) responding (0.36 %) plus 0 “No Bid” (0.36% total response).

Please respond to the Procurement Department for recommendation of award. Expiration date is June 25, 2017. Commission approval must be completed by this date.

/gm

Attachment

cc: Karen Mike, Executive Assistant

City Commission Regular Meeting

10.d.

Meeting Date: 05/15/2017

Re: Surfside Park Residential Street Drainage Improvements - Engineering Design

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request approval of engineering design services for by Kimley-Horn and Associates, Specific Authorization No. 3 in the amount not to exceed \$55,110 for Surfside Park Residential Street Drainage Improvements.

SUMMARY:

Professional consultant services are required for the preparation of bid documents and specification package to support the design and bidding of improvements to the drainage system along three (3) residential streets within the Surfside Park neighborhood. Kimley-Horn is one of the City's continuing services contractors that were chosen by RFQ No. 2013-005 and contract entered into on January 5, 2015. This is a request for approval of Specific Authorization No. 3 for additional work required for drainage improvements.

The streets identified for improvement consist of the following:

1. Bayshore Drive - Sunset Isles Road to Melaleuca Drive,
2. Sunset Lsle Road - Bayshore Drive to Eucalyptus Drive
3. Rio Vista Drive - Western roadway terminus to Jacaranda Drive

The original intent of the drainage conveyance system was to utilize roadside swales to carry stormwater runoff to inlets, discharging via piped systems to the Indian River. Over time these roadside swales have filled in impeding drainage to the inlets, resulting in standing water in the roadways. The proposed improvements will include valley gutters constructed along the streets, elimination of the remaining roadside swales by re-grading of the right-of-way and re-establishing the roadway crown by asphalt overlay.

RECOMMENDATION:

Engineering recommends the approval of Kimley-Horn and Associates Specific Authorization No. 3 in the amount no to exceed \$55,110

ALTERNATIVES:

Perform maintenance activities to re-create the roadside swale system.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Public Works Department

City Attorney

Fiscal Impact

Budgeted Y/N: y
Fiscal Year: 2017
Account: 403-4300-538.34-90
Amount: \$55,110.00

FISCAL IMPACT:

Specific Authorization No. 3 will be encumbered form SMU Account 403-4300-538.34-90

Attachments

Specific Authorization No. 3

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	04/27/2017 04:11 PM
Finance Department	Johnna Morris	05/03/2017 09:03 AM
City Manager	Nick Mimms	05/09/2017 08:37 AM
Form Started By: John Andrews		Started On: 04/27/2017 08:34 AM
Final Approval Date: 05/09/2017		



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

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

FROM : James M. Messer, City Attorney

RE : Surfside Park Residential Street Drainage Improvements – RFQ No. 2013-005
Kimley-Horn & Associates, Inc. – Specific Authorization No. 3

DATE : April 14, 2017

The attached document for the above referenced Agreement has been Approved as to Form and Correctness.

Please feel free to contact this office if you have comments or inquiries concerning this matter.

JM:aw

Attachment

C: John R. Andrews, P.E., City Engineer
Linda Cox, City Clerk



CITY ATTORNEY USE ONLY

Date Received:	4/13/17
Assigned To:	J. MESSER
File:	
Due Date:	4/13/17
Hours:	1.0

APR 13 2017

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

REQUEST FOR LEGAL SERVICES

To: JAMES M. MESSER, CITY ATTORNEY

THROUGH: JOHN R. ANDREWS, P.E., CITY ENGINEER *JRA*

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER *NCM*

RE: SURFSIDE PARK RESIDENTIAL STREET DRAINAGE IMPROVEMENTS

DATE: APRIL 13, 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.

- Brief statement of the nature of the request or problem:** Review for form and correctness of Specific Authorization No.3 to the Professional Services Contract the city has with Kimley-Horn & Associates, Inc..
- Discussion of the implications and the possible impact if not apparent from preceding information:** The City is requesting additional professional consulting services for the preparation of construction documents and specification package to support improving the drainage system along three (3) residential streets within the Surfside Park neighborhood.
- Time considerations and their significance:** We are requesting approval of these agreements to be placed on the May 1, 2017 City Commission agenda.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** Request for funds to be concurrent with approval of agreement.

5. **Factual background:** Kimley-Horn is one of the City's continuing services contractors that were chosen by RFQ No. 2013-005 and contract entered into with the city dated January 5, 2015. This is a request for approval of Specific Authorization No. 3 for additional work required for drainage improvements
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.):** Please find the attached related information:
 - **Professional Services Contract – Indian Hills Recreation Area Stormwater Improvements – Phase II – RFQ No. 2013-005**
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.)

This contract has been reviewed by the City Engineer
 - 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.)

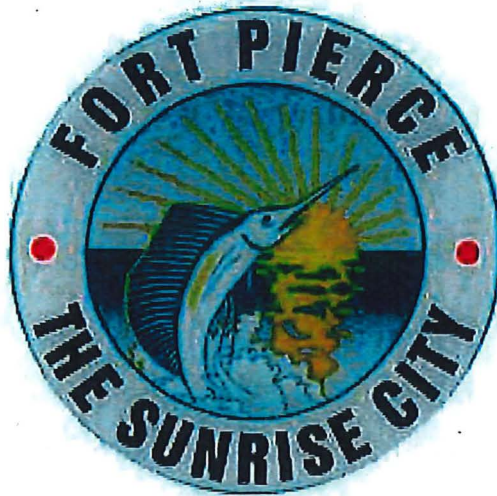
CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response

PROFESSIONAL SERVICES CONTRACT

For the

**INDIAN HILLS RECREATION AREA
STORMWATER IMPROVEMENTS
PHASE II**

RFQ NO. 2013-005



**BETWEEN THE CITY OF FORT PIERCE
FORT PIERCE, FLORIDA
AND
KIMLEY-HORN & ASSOCIATES, INC.**

AGREEMENT FOR PROFESSIONAL SERVICES

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AGREEMENT FOR PROFESSIONAL SERVICES

This is an **AGREEMENT** for **PROFESSIONAL ARCHITECTURAL AND/OR ENGINEERING SERVICES** between the City of Ft. Pierce, Ft. Pierce, Florida, hereinafter designated as “**CITY**” and **KIMLEY-HORN & ASSOCIATES, INC.**, A North Carolina Corporation, with its principal address at Post Office Box 33068, Raleigh, North Carolina 27636-3068, hereinafter designated as “**ENGINEER**”, the parties agree to professional engineering services and conditions hereinafter stated.

The **CITY** requires **ENGINEER** to perform professional engineering services, to serve as **CITY**’s representative and to provide professional advice for the following **PROJECT**:

INDIAN HILLS RECREATION AREA STORMWATER IMPROVEMENTS PHASE II PROJECT, RFQ NO. 2013-005

1. DESCRIPTION OF PROJECT

This Project, known as, Indian Hills Recreation Area Stormwater Improvements Phase II, which includes the preparation of construction plans, associated with the conceptual Phase II improvements consisting of wetland restoration plans, parking facilities, pedestrian and vehicular timber bridges, canoe launch facilities, and picnic pavilion improvements along with bid and specification preparation. The project is located off Savannah Road in Fort Pierce, Florida and was formerly known as Heathcote Botanical Park and Gardens Stormwater Project. The Project is more particularly described in Exhibit “A”, attached hereto and incorporated by reference herein.

2. SCOPE OF WORK

ENGINEER shall timely and professionally complete and furnish the following services, and to furnish all labor and supplies and material and everything reasonably necessary to complete the same unless specifically provided otherwise in this **AGREEMENT**.

ENGINEER shall provide for the **CITY** Engineering Services in connection with the **PROJECT** to which this **AGREEMENT** applies as hereinafter provided. The services will include serving as **CITY**’s Professional Representative for the Project, providing professional architectural and engineering consultation and advice, and furnishing professional architectural and engineering services in accordance with Basic Services of **ENGINEER** provided herein, and as provided in the attached Exhibits “A” and “B” incorporated by reference. Said services are customarily rendered in phases as set forth in this Section:

2.1.1 BASIC SERVICES OF ENGINEER

- **Services Description:** A description of the services to be performed is listed in "Exhibit A"
- **The Project Schedule is listed in Exhibit "A"**
- **The services marked below with a check**

2.1.2 SCHEMATIC PHASE

- i. Prepare and deliver field surveys**
- ii Prepare and deliver Environmental Site Assessment or other due diligence reports**

2.1.3 DESIGN PHASE

- i Prepare and deliver Construction Drawings and Specifications**
- ii Prepare and deliver bid specifications**

2.1.4 CONSTRUCTION PHASE

N/A

2.1.5 SUBSTANTIAL COMPETITION AND WRAP UP

8 Months from NTP

2.1.6 DELIVERABLES

ENGINEER shall provide the following deliverables to CITY:

Description of Deliverables	months/date
1. Bid and Specification Packages	2 months
2. Construction Documents	8 months

3. COMPENSATION

ENGINEER shall be compensated with a fee not to exceed **\$75,370.00** (Seventy-Five Thousand Three Hundred Seventy Dollars and No Cents) for the Basic Services of ENGINEER described herein, in accordance with this AGREEMENT and in accordance with payment schedule as provided for herein.

3.1.1 Compensation shall be billed to the CITY on a percentage basis upon completion of the tasks as scheduled in this AGREEMENT its Exhibits. Payment will be made on the basis of progress reports and deliverables. Work schedule updates shall be included in the progress payment requests.

3.1.2 Application and certification for payment must be provided by ENGINEER. Such application shall provide a clear detailed invoice reflecting all items billed for. The summary work shall show percentage of work completed to date, previous payment invoiced/received and current fee requested.

3.1.3 Application shall also include back up documentation (receipts, invoices, logs, etc) supporting either consultants fees or any reimbursable expenses.

3.1.4 All work shall be subject to the approval by the CITY and each phase of the work shall be submitted to the CITY in accordance with the schedule provided herein and in the format prescribed by the CITY. Upon determination by the CITY that the work is substantiated and satisfactory, payment will be made in thirty (30) days.

3.1.5 DESCRIPTION OF DELIVERABLES

ENGINEER shall provide deliverables in accordance with Exhibits "A" and "B" and apply a percentage of the total fee. To the tasks/deliverables below:

Task 1 -	Bid and Specification Package	20.8%
Task 2 -	Wetland Restoration Plans	20.3%
Task 3 -	Recreational Facility Plans	29.4%
Task 4 -	Post Design Construction Services	26.5%
<hr/>		
TOTAL		\$75,370.00 or 100%

4. PERIOD OF SERVICE

A. DESIGN

Following issuance of "Notice to Proceed" ENGINEER shall complete services required under this contract within 240 calendar days from the date specified on the Notice to Proceed

B. CONSTRUCTION ADMINISTRATION

The bid and award period will be approximately 60 days. Following the General Contractors Notice to Proceed with construction of the Project, ENGINEER shall perform the construction administration portion of this AGREEMENT.

C. ENGINEER shall complete all services specified herein in accordance with the Production Scheduled in Exhibit "A" attached hereto.

5. SUPPLEMENTAL SERVICES OF ENGINEER

5.1. GENERAL

5.1.1 Expenses not covered under the Scope of Services in this Agreement and authorized in writing by the CITY may be billed separately.

5.1.2 If requested by CITY and agreed to in a Specific Authorization ENGINEER will furnish or obtain from others Supplemental or Additional Services at a mutually agreeable rate.

5.1.3 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project.

5.1.4 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawing or other information furnished by the CITY.

5.1.5 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

5.1.6 Providing renderings or models for CITY's use.

5.1.7 Preparing documents for alternate bids requested by the CITY, Contractor(s) work which is not executed, or documents for out-of sequence work.

5.1.8 Investigation and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value ENGINEERING during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the CITY.

5.1.9 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, sanitary, environmental, structural, mechanical and electrical ENGINEERING and customary

architectural design incidental thereto); and providing data or services of the types described herein when the CITY employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with this AGREEMENT.

5.1.9 Assistance in connection with bid protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services.

5.1.10 Providing any type of property surveys or related ENGINEERING services needed for the transfer of interests in real property and field surveys for design purposes and ENGINEERING surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

5.1.11 Preparing to serve or serving as a consultant or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultation which is included as part of Basic Services under paragraphs 1.2.3. and 1.4.2.).

6. SPECIFIC AUTHORIZATION

Each Specific Authorization for Supplemental or Additional Services not covered under this AGREEMENT shall specify the specific Period of Service for the Supplemental or Additional Services to be completed, ENGINEER'S Compensation, Scope of Services Deliverables and Schedule and shall be agreed to by the CITY and ENGINEER for additional services to be rendered. Unless otherwise noted, ENGINEER shall not start the work until said Specific Authorization is fully executed by both parties and a Notice to Proceed is issued by the CITY.

7. CITY'S RESPONSIBILITIES

The CITY shall do the following in a timely manner so as not to delay the services of ENGINEER:

Provide all criteria and full information as to the CITY's requirements for the Project.

Assist ENGINEER by placing at ENGINEER'S disposal available information pertinent to the Project.

8. CITY'S DESIGNATED REPRESENTATIVE

8.1 It is understood and agreed that the CITY designates the City's Engineer or his assigned representative to represent the CITY in all technical and administrative matters pertaining to and arising from the work and performance of this contract.

8.2 The authority of the representative shall include, but not be limited to, the following:

8.2.1 Examination of all reports sketches, drawings, estimates, proposals, and other documents presented by the ENGINEER and rendering, in writing, decisions

pertaining thereto within a reasonable time so as not to materially delay the work of the ENGINEER and approval of Contractor's applications for payment.

8.2.2 Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this contract.

8.2.3 Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defects or changes necessary in the project.

9. STANDARDS OF PERFORMANCE

9.1 ENGINEER represents to the CITY that the services to be performed under this AGREEMENT shall be in accordance with the standards accepted and established practices and procedures recognized as such in ENGINEERS' trade in general and that ENGINEER shall conform to this AGREEMENT.

9.2 ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct any such deficiencies without additional compensation or cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

9.3 ENGINEER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. ENGINEER shall insure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by ENGINEER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

9.4 Correction of Mistakes. ENGINEER shall be responsible for the completeness and accuracy of the work prepared or compiled under ENGINEER'S obligation for this project and shall correct, at ENGINEER'S expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications shall be accomplished by ENGINEER. The cost of the design necessary to correct those errors attributable to ENGINEER and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to ENGINEER and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved ENGINEER'S work shall in no way relieve ENGINEER of any of its responsibilities.

10. INSURANCE

10.1 ENGINEER shall be responsible for all damage to person and or property resulting from its negligent acts, intentional wrongful acts, reckless acts, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be

responsible for all parts of its work, both temporary and permanent.

10.1.2 ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. Until such insurance is no longer required by this Contract, ENGINEER shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

As evidence of compliance with the insurance required herein, ENGINEER shall furnish CITY with one of the following forms of acceptable evidence of insurance:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also:
 - a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and CITY's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; and
 - A copy of the actual endorsement for each required policy which provides that the CITY will be given no less than thirty (30) days advanced written notice of any cancellation of the policy(ies), signed by an authorized representative of the insurer(s);
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the CITY.

All policies providing the insurance required herein shall be endorsed to provide that the insurer will provide the CITY with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the CITY, if requested to do so by the CITY, ENGINEER shall, within thirty (30) days after receipt of a written request from the CITY, provide the CITY with a certified, complete copy of the policies of insurance providing the coverage required herein.

10.1.3 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements, endorsements other than those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e. mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two:	\$ 1,000,000	Each Accident
	\$1,000,000	Disease - Policy Limit
	\$1,000,000	Disease - Each Employee

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

10.1.4 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The CITY and its members, official, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos, or lead
Sexual molestation

10.1.5 Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida, or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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10.1.6 Professional Liability Insurance

Such insurance shall be on a form acceptable to the CITY and shall cover ENGINEER for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Claim/Annual Aggregate

If ENGINEER subcontracts any of the work, ENGINEER shall either include the Subcontractors in ENGINEER's coverage or require the Subcontractors to maintain Professional Liability coverage as described herein.

The insurance may be subject to a deductible not to exceed \$10,000 per claim.

10.2 The insurance provided by ENGINEER shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Council shall be excess of, and shall not contribute with, the insurance provided by ENGINEER.

10.2.1 DEDUCTIBLE OR SELF-INSURED RETENTION PROVISIONS:

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the CITY hereunder, no deductible or self-insured retention for any required insurance provided by the ENGINEER, pursuant to this Agreement, will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, ENGINEER shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the CITY, or its members, officials, officers and employees.

10.3 Compliance with these insurance requirements shall not limit the liability of ENGINEER or any Subcontractor of the ENGINEER to the CITY or its members, officials, officers or employees. Any remedy provided to the CITY or its members, officials, officers or employees by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of ENGINEER) available to the CITY or its members, officials, officers or employees under this Agreement or otherwise.

10.4 Neither approval by the CITY nor failure to disapprove insurance furnished by ENGINEER shall relieve ENGINEER from responsibility to provide insurance as required by this Agreement.

10.5 ENGINEER shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

10.6 ENGINEER'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another consultant or consultants, without the CITY incurring any liability to ENGINEER.

10.7 At its sole discretion, the CITY may obtain or renew ENGINEER'S insurance, and the CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due ENGINEER from the CITY.

11. INDEMNITY

11.1 ARCHITECT/ ENGINEER shall indemnify, and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, losses, damages, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, ENGINEER'S negligent acts, errors or omissions in performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone ENGINEER directly or indirectly employed).

11.2 ENGINEER's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon ENGINEER whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

11.3 ENGINEER'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

12. STATUS OF CLAIM

The ENGINEER shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages against the ENGINEER resulting from services performed under this AGREEMENT. The ENGINEER shall send notice of claims related to work under this AGREEMENT to the CITY. Copies of the notices shall be sent to:

Ft. Pierce Risk Manager
P.O. Box 1480
Fort Pierce, Florida 34954-1480

Ft. Pierce City Engineer
P.O. Box 1480
Fort Pierce, Florida 34954-1480

13. NEGOTIATION DATA

13.1 The ENGINEER hereby certifies that wage rates and other factual unit costs supporting the compensation provided are accurate, complete and current as of the date of

negotiation. It is also agreed that said unit costs provided in each hereof shall be adjusted to exclude any significant sums where the CITY shall determine the contract price was increased due to inaccurate, incomplete and non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by the CITY, in writing, whichever is later. Records of costs incurred under terms of this contract and each it shall be maintained by the ENGINEER and made available to the CITY during the period of this AGREEMENT and for one (1) year after final payment is made. Copies of documents and records shall be furnished to the CITY.

14. OWNERSHIP OF DOCUMENTS

14.1 Each and every document, drawings, original mylars, databases and specifications report, draft, field note, work product, map, record, estimates, and other document reproduced, prepared, or caused to be prepared by ENGINEER as part of the services shall become the exclusive property of the CITY, provided, that ENGINEER shall have the right to their use with approval of the CITY. ENGINEER shall furnish the CITY, upon its request, originals or reproducible copies of technical specifications and copies of all other documents listed above. ENGINEER shall endorse, by its professional seal, all plans and engineering data furnished by it. Rights to intellectual property developed, utilized, or modified in the performance of the service shall remain the property of the ENGINEER.

15. WORK COMMENCEMENT/PROGRESS/DELAYS

15.1. The services to be rendered by the ENGINEER shall be commenced subsequent to the execution of the AGREEMENT and upon written Notice to Proceed from the City Engineer. Services will be completed and submitted to the City Engineer as specified by the AGREEMENT, Basic Services of ENGINEER and a Schedule of Performance attached hereto.

15.2 The ENGINEER agrees to provide a schedule for performance of the contracted services, with milestones for significant elements as agreed by the CITY and the ENGINEER, upon receipt of Notice to Proceed and, thereafter to provide monthly Project Schedule Progress reports. The CITY will be entitled at all times to be advised, in writing, at its request, as to the status of work being done by the ENGINEER and of the details thereof.

15.3 In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by the ENGINEER which delay the Project Schedule completion date, the CITY shall grant to the ENGINEER, in writing, an extension of the contract time equal to the aforementioned delays. If the ENGINEER claims an extension pursuant to this provision, same must claim within ten days of the alleged delay and ENGINEER must furnish appropriate documentation.

15.4 The ENGINEER shall maintain an adequate and competent staff of professional engineers, planners, technicians and support staff personnel within the State of Florida and may associate with other qualified firms for the purpose of rendering services

hereunder without cost to the CITY and upon approval by the CITY. The ENGINEER, however, shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the CITY.

16. TIME IS OF THE ESSENCE

16.1 Time is of the essence in the completion of tasks and services as specified herein. ENGINEER and the CITY agree that the completion of all tasks and services specified in this agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

16.2 ENGINEER agrees, as liquidated damages, and not penalty, that CITY shall have the right to deduct or retain sums for such liquidated damages from the ENGINEER's invoice for services, if ENGINEER is behind schedule and the tasks and services are not completed within the deadline for transmittal to FDOT under this agreement. ENGINEER and the CITY agree that liquidated damages to the CITY shall be in the amount of Two-Hundred Fifty dollars (\$250.00) per day for each and every calendar day the tasks and services are delayed beyond the time provided for herein.

16.3 In addition to such liquidated damages payable to the CITY, the CITY may also recover from the ENGINEER any amounts paid by the CITY for damages suffered to third parties as a result of ENGINEER's failure to complete the tasks and services by the agreed upon completion date.

16.4 Liquidated damages are cumulative and additive and represent a reasonable estimate of the CITY's expenses for extended delays and administrative costs associated with such delay. In addition to the liquidated damage amounts, there will be additional amounts charged for all delay damages incurred by the CITY as a result of avoidable delays by ENGINEER. These actual delay damages will include, but not be limited to, inspection, engineering services, delay damage settlements or awards, penalties, additional financial costs, and professional fees incurred in connection with such settlements, awards or penalties and fines imposed by regulatory agencies, contract damages and loss of use.

17. STANDARD OF CONDUCT

17.1 The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this contract.

17.2 Standard of Conduct-Conflict of Interest - The ENGINEER covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes (1977, as amended from time to time), as it relates to work performed

under the contract, which standards will by reference be made a part of this contract as though set forth in full. The ENGINEER agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

17.3 The CITY reserves the right to cancel and terminate this contract, without penalty, in the event that the ENGINEER or any employee, servant or agent of the ENGINEER is indicted for any crime arising out of or in conjunction with any work being performed by the ENGINEER for or on behalf of the CITY. It is understood and agreed that in the event of such termination all tracings, plans, specifications, maps and data prepared or obtained under this Agreement shall immediately be turned over to the CITY in conformity with the provisions of this Agreement. The ENGINEER shall be compensated for its services rendered up to the time of any such termination in accordance with the terms of this Agreement. The CITY also reserves the right to terminate and cancel this contract in the event the ENGINEER shall be placed in either voluntary or involuntary bankruptcy or should an assignment be made for the benefit of creditors.

17.4 ENGINEER shall consider all information provided by the CITY and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Landscape Architect's performance of the services to be proprietary unless such information is available from public sources. ENGINEER shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the CITY or in response to legal process.

18. CONFIDENTIALITY

18.1 ENGINEER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to ENGINEER by the CITY or other information to which ENGINEER has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

18.2 ENGINEER shall consider all information provided by the CITY and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the ENGINEER's performance of the services to be proprietary unless such information is available from public sources. ENGINEER shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the CITY or in response to legal process.

19. SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DEFAULTS, TERMINATION OF AGREEMENT

20.1 If the City Engineer deems that ENGINEER is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, City Engineer may give written notice to ENGINEER specifying defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures.

A. If ENGINEER does not remedy defaults within thirty (30) days or commence steps to remedy default to the reasonable satisfaction of the City Engineer, the CITY may provide for such service from another ENGINEER and the CITY may withhold any money due or which may become due to ENGINEER for such task related to the claimed default; or

B. If after thirty (30) days ENGINEER has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the City Engineer, the CITY may elect to terminate this Agreement

20.2 Notwithstanding, CITY reserves the right and may elect to terminate this Agreement at any time. At such time, ENGINEER would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, takedown, disengagement wind-down or other costs incurred due to termination of this Agreement.

20.3 Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

20.4 The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses or services required to be provided by either CITY or ENGINEER under this AGREEMENT, strikes, work slowdowns or other labor disturbances, and judicial restraint. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removal or remediable and which the non-performing party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch.

20.5 The provisions of this Article shall not be interpreted or construed to require ENGINEER or CITY to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

21. TERMINATION WITHOUT CAUSE

CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to ENGINEER specifying the termination date. Immediately after receiving such notice, ENGINEER shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

22. NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should CITY or ENGINEER have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from ENGINEER to CITY shall be given to CITY addressed as follows:

CITY

City of Fort Pierce
Post Office Box 1480
Fort Pierce, FL 34954-1480

ENGINEER

Kimley-Horn & Associates, Inc.
445 24th Street, Suite 200
Vero Beach, FL 32960

23. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

23.1 The ENGINEER shall comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations applicable to the work or payment for work thereof, and shall not discriminate on the ground of race, color, religion, sex, or national origin in the performance of work under this contract.

23.2 ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the services. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required any construction unless such responsibilities are specifically assigned to ENGINEER.

24. ASSIGNMENT

24.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than CITY and ENGINEER. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of CITY and ENGINEER, and not for the benefit of any other party. ENGINEER shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without CITY's prior written consent. Any attempted

assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

24.2 In the event the CITY consents to an assignment or delegation, the assignee, delegatee, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

25. XXII. GOVERNING LAW

25.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in St. Lucie County, Florida.

26. ENTIRE AGREEMENT

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

This AGREEMENT (consisting of Pages 1 to 20, inclusive), together with the Exhibit "A" and Exhibit "B", constitute the entire AGREEMENT between CITY and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as to the day and year first above written.

This Agreement shall be effective on JAN. 5 2015.

CITY OF FORT PEIRCE, FLORIDA

Linda Hudson
By: Linda Hudson, Mayor

Attest: Linda Cox
Linda Cox, City Clerk

APPROVED AS TO CORRECTNESS AND FORM

Robert W. Schwerer
Robert W. Schwerer, Esquire, City Attorney

KIMLEY-HORN & ASSOCIATES, INC.

By: Brian Good, P.E., Senior Vice President

STATE OF FLORIDA

COUNTY OF ~~ST. LUCIE~~ Indian River

The foregoing instrument was acknowledged before me this 9th day of December, 2014, by Brian Good, Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, on behalf of the corporation and has produced the following as identification Known to me

Elizabeth Rebecca Hamilton



Elizabeth Rebecca Hamilton

Print or type name of notary

My commission expires: 10/6/18

EXHIBIT "A"
DETAILED DESCRIPTION OF THE PROJECT
AND
ENGINEER SCOPE OF SERVICES

CITY OF FORT PIERCE HEATHCOTE BOTANICAL PARK AND GARDENS
STORMWATER PROJECT – PHASE II IMPROVEMENTS

OVERVIEW:

The Heathcote Botanical Gardens and Park project is located at the confluence of two drainage basins: the Virginia Avenue Canal drainage system, which drains 1,242 acres of a highly developed urban section of Fort Pierce, and the northernmost reach of the 5,000-acre Savannas wetland prairie. The Sand Mine Lake is located within the project boundary, and through a series of canals, weirs, culverts and gate valves, provides some water quality treatment and stormwater attenuation prior to discharging the runoff from these basins to the Indian River Lagoon, an Outstanding Water of the State. The Sand Mine Lake is more than a stormwater treatment facility, it also serves as a source of water irrigation of the Indian Hills Golf Course, and will become the focal point of the new Park, providing public recreational opportunities and enhanced habitat for plants and wildlife.

Currently, the Sand Mine Lake provides some water quality treatment, however, through modifications of the lake size and the configuration of its inlet and outlet, and the implementation of additional Best Management Practices (BMP), the water quality within the lake that ultimately discharges to the Indian River Lagoon, can be further improved.

PROJECT DESCRIPTION:

Professional consultant services are required for the preparation of bid documents and specification package to support the second phase of the Heathcote Botanical Park and Gardens Project. To support the bid and specification packages, the engineer will prepare construction plans associated with the conceptual Phase II improvements consisting of wetland restoration plans, parking facilities, timber bridges and vehicular timber bridges, canoe launch facilities, picnic pavilion improvements identified within the Florida Communities Trust (FCT) grant application.

DESCRIPTION OF TASK DELIVERABLES:

The ENGINEER agrees to perform professional roadway design and related services in connection with the project as required and set forth in the following:

A. General:

1. The ENGINEER will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the ENGINEER shall consult with the CITY to clarify and define the requirements for the project and review available data.
2. The ENGINEER will attend conferences with the CITY and its representatives upon reasonable request.
3. In order to accomplish the work described under this Task Order in the time frames and conditions set forth, the ENGINEER will observe the following requirements:
 - a. The ENGINEER will complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, draftsmen, and other employees on the work.
 - b. The ENGINEER will design the project in such a manner as to be in reasonable conformance with applicable federal, state and local laws, and shall comply with the Florida Department of Transportation's Plans Preparation Manual Design Criteria, latest edition.
 - c. The ENGINEER will prepare all necessary sketches and completed application forms to accompany the CITY's applications for required federal, state, or local permits.
 - d. The ENGINEER will cooperate with the CITY in order that all phases of the work may be properly scheduled and coordinated.
 - e. The ENGINEER will send a complete preliminary set of construction plans to any city, county, state, regional or federal regulatory agency from which a permit or other approval is required prior to final approval of the design by the City Engineer, and will coordinate the project design with all applicable agencies.
4. Compensation to the ENGINEER for basic services shall be in accordance with Section IV – Compensation, of this Agreement, as mutually agreed upon by the

ENGINEER and CITY.

B. Bid & Specification Packages:

The ENGINEER will prepare the City's Standard Unit Price Construction Contract, inclusive of the project specification package and bid blank form (pay items and quantities) necessary to competitively bid the contemplated scope of work.

C. Wetland Restoration Plans:

The ENGINEER will prepare wetland restoration plans to support the creation of approximately 4.5 acres of wetland habitat south of Savannah Road as conceptualized in the FCT grant application. The wetland creation will require grading plans, earthwork calculations, planting plans, and soil classifications.

D. Recreational Facility Plans:

The ENGINEER will prepare construction documents and specifications to support recreational facilities within the Phase II limits consisting of the following:

- Vehicular parking lot
- Timber pedestrian and vehicular bridges
- Recreational and Exercise Trails
- Upland Landscape Improvements
- Picnic Pavilions
- Canoe Launch
- Observation Platforms

E. Post Design Construction Services:

During the Phase II Construction Phase, the ENGINEER will assist the CITY to provide design clarifications and design field changes, as necessary. The scope of services contemplated to be provided within the Construction Phase Services consists of the following:

- a. Pre-Bid Meeting. The ENGINEER will attend the pre-bid meeting to assist the CITY in describing the scope of work contained with the construction documents. The ENGINEER will evaluate and provide a recommendation related to alternative materials or products proposed by the contractor for consistency with the project specifications. The ENGINEER shall provide oral and/or written clarifications to questions presented relative to the scope of work identified within the construction documents. Effort

associated with these activities will be billed as lump sum as they have been provided in advance of this supplemental work authorization.

- b. Bi-Weekly Construction Meetings/ Construction Observation. It is estimated that the construction duration will be 6 months. It is anticipated that the ENGINEER will be available to participate in the construction meetings, as requested by the CITY. The ENGINEER will also be available to make visits at intervals as directed by the CITY in order to observe the progress of the Work. Such visits and observations by the ENGINEER are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, the ENGINEER will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents.
- c. Clarifications and Interpretations. The ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the CITY as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the CITY.
- d. Change Orders. The ENGINEER may recommend Change Orders to the CITY, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- e. Shop Drawings and Samples. The ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. All submittals will be transmitted through the CITY, unless otherwise directed.
- f. Final Notice of Acceptability of the Work. The ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the ENGINEER may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the

ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to the ENGINEER upon which it is entitled to rely. The ENGINEER will review as-built surveys and tests submitted by the contractor and review for conformity with the projects applicable permits. Upon acceptance of the submitted as-built drawings by the ENGINEER and CITY, the ENGINEER will submit the applicable permit certifications.

- g. **Limitation of Responsibilities.** The ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.

TIME OF PERFORMANCE:

Bid and Specification Packages	2 months from NTP
Post Design Services	8 months

EXHIBIT "B"

COMPENSATION

The CITY agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to fees in accordance with the following:

- A. Professional Services Fee: The basic compensation mutually agreed upon by the ENGINEER and the CITY follows:

Lump Sum Tasks

<u>Task Description</u>	<u>Fee</u>
Bid & Specification Package	\$ <u>15,650</u>
Wetland Restoration Plans	\$ <u>17,570</u>
Recreational Facility Plans	\$ <u>22,150</u>
Post Design Construction Services	\$ <u>20,000</u>
<u>Grand Total</u>	\$ <u>75,370</u>

Compensation will be computed at the hourly rates of

Project Manager	\$	165.00
Assistant Project Manager	\$	140.00
Senior Engineer	\$	125.00
Engineer	\$	105.00
Engineering Technician	\$	90.00
Draftsperson	\$	85.00
Registered Land Surveyor	\$	120.00
Survey Technician	\$	75.00
Survey Crew	\$	95.00
Secretary	\$	50.00

SPECIFIC AUTHORIZATION NO. 3

**CITY OF FORT PIERCE SURFSIDE PARK RESIDENTIAL STREET
DRAINAGE IMPROVEMENTS**

SCOPE OF SERVICES

Pursuant to the provisions contained in the “RFQ No. 2013-005 – Professional Services Agreement” between The City of Fort Pierce (hereinafter referred to as “CITY”) and Kimley-Horn and Associates, Inc. (hereinafter referred to as “ENGINEER”) dated the 5th day of January 2015, CITY 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 additional services related to the improvement of drainage characteristics in the Surfside Park neighborhood, hereinafter referred to as the “Project”.

This Project is not an FDOT funded project.

Section 1 - Scope of Work and Schedule of Services

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required for the preparation of bid documents and specification package to support the design and bidding of improvements to the drainage system along three (3) residential streets within the Surfside Park neighborhood. The engineer will prepare the bid and specification packages to meet the requirements of the City of Fort Pierce and the intent of the drainage improvements as more particularly described in Exhibit “A”, attached hereto and incorporated by reference herein.

Section 2 - Deliverables

ENGINEER shall provide the following deliverables to the CITY as listed below and as described in Exhibit “A”, attached hereto and incorporated by reference herein:

Preliminary Construction Documents	3 Months from NTP
Construction Documents	6 Months from NTP
Bid and Specification Package	6 Months from NTP

Section 3 - Method and Amount of Compensation

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in the attached Exhibit “B”, attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed \$55,110.00

SPECIFIC AUTHORIZATION NO. 3

**CITY OF FORT PIERCE SURFSIDE PARK RESIDENTIAL STREET
DRAINAGE IMPROVEMENTS**

Section 4 - CITY's Responsibilities

CITY hereby designates City Engineer or designee as CITY's representative pursuant to Section 8 of the AGREEMENT.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein. Please note that the following services are not included in our proposal:

IN WITNESS WHEREOF, this AGREEMENT, consisting of eight 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.

CITY OF FORT PIERCE, FLORIDA:

By: _____
Linda Hudson, Mayor

Date: _____

Attest: _____
City Clerk

~~KIMLEY HORN & ASSOCIATES, INC.~~

By: _____
Brian Good, P.E, Senior Vice President

Date: 4/13/17

APPROVED AS TO FORM & CORRECTNESS:

By: _____
City Attorney

Date: 4/13/17

EXHIBIT "A"
DETAILED DESCRIPTION OF THE PROJECT
AND
ENGINEER SCOPE OF SERVICES

CITY OF FORT PIERCE SURFSIDE PARK RESIDENTIAL STREET DRAINAGE IMPROVEMENTS

PROJECT DESCRIPTION:

The City desires to implement drainage improvements along three (3) residential streets located within the Surfside Park neighborhood. The Surfside Park neighborhood Unit 1 and Unit 2 were platted in the 1950's and were intended to be residential streets with roadside swales that were to collect and convey stormwater runoff. Over time required to phase construct the residential lots, the originally intended roadside swales were never constructed as designed or have been encroached upon through redevelopment and/or improvements constructed within each residential lot.

Today stormwater runoff from the residential streets and lots have been directed to the roadways themselves for means of conveyance. As a result, the roadways experience isolated flooding and are deteriorating at accelerated rates. To improve stormwater collection and address the degrading roadway pavement conditions, the City desires to have valley gutters to be added along three residential streets to direct stormwater runoff to existing catch basins. The streets identified for improvement consist of the following:

1. Bayshore Drive – Sunset Isles Road to Melaleuca Drive, approx. 900 linear feet
2. Sunset Isle Road – Bayshore Drive to Eucalyptus Drive, approx. 300 linear feet
3. Rio Vista Drive – Western roadway terminus to Jacaranda Drive, approx. 2,000 linear feet

Please refer to the Location Map on the following page for a visual depiction associated with the proposed Project Limits.



Surfside Park



Melaleuca Dr

Chicago International

Plover Ave

Eucalyptus Ave

Surfside Dr

A1A

Sunset Isle Rd

Cypress Ave

Jacaranda Dr

Surfside Dr

Yachts

Coconut Dr

Indian River Lagoon Trace Paved Bicycle Trail

Coconut Dr

Classy Chassis Restorations

DESCRIPTION OF TASK DELIVERABLES:

The ENGINEER agrees to perform professional roadway design and related services in connection with the project as required and set forth in the following:

A. General:

1. The ENGINEER will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the ENGINEER shall consult with the CITY to clarify and define the requirements for the project and review available data.
2. The ENGINEER will attend conferences with the CITY and its representatives upon reasonable request.
3. In order to accomplish the work described under this Task Order in the time frames and conditions set forth, the ENGINEER will observe the following requirements:
 - a. The ENGINEER will complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, draftsmen, and other employees on the work.
 - b. The ENGINEER will design the project in such a manner as to be in reasonable conformance with applicable federal, state and local laws, and shall comply with the Florida Department of Transportation's Plans Preparation Manual Design Criteria, latest edition.
 - c. The ENGINEER will prepare all necessary sketches and completed application forms to accompany the CITY's applications for required federal, state, or local permits.
 - d. The ENGINEER will cooperate with the CITY in order that all phases of the work may be properly scheduled and coordinated.
 - e. The ENGINEER will send a complete preliminary set of construction plans to any city, county, state, regional or federal regulatory agency from which a permit or other approval is required prior to final approval of the design by the City Engineer, and will coordinate the project design with all applicable agencies.
4. Compensation to the ENGINEER for basic services shall be in accordance with Section IV – Compensation, of this Agreement, as mutually agreed upon by the

ENGINEER and CITY.

B. Design Topographic Survey:

The ENGINEER will provide topographic design survey services necessary to support and facilitate contemplated design and permitting activities associated with this project. This task will consist of the preparation of digital base map topographic surveys in accordance with the Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to the intent of the Florida Standards of Practice set forth by the Florida Board of Professional Surveyors in Section 472.027, Florida Statutes.

The survey will include:

1. Records Research: Obtain information from St. Lucie County to acquire record evidence of parcel ownership and existing right-of-way limits.
2. Survey Control Horizontal/Vertical: Recover published horizontal and vertical control for the project. Establish horizontal and vertical control along the route and establish NAVD 88 elevation benchmarks and State Plane Coordinate control points along said route. Approximately 5 primary control points will be set and referenced on the digital Base Map control file.
3. Road Right of Way Retracement: Right of way lines will be calculated based upon existing plats and existing field monumentation.
4. Route Survey and Topography: Obtain cross-section elevations at 50-foot intervals along the route within the roadway right of way. Above-ground improvements, including the existing pavement, driveways, signs, power poles and surface evidence of buried utilities will be located. Drainage structures will be located. Invert elevations and pipe sizes will be obtained on the accessible structures within the existing right of way. All elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88).
5. Base Map Digital Control File: Create a master horizontal control file to be utilized throughout the planning and design of the roadway improvements. This map will include the location of the right-of-way lines and the improvements and elevations that were collected during the previous survey tasks.

C. Construction Documents:

The ENGINEER will develop construction documents to adequately define the horizontal and vertical location of the proposed improvements. The construction documents will consist of the following:

Construction Documents:

The ENGINEER will prepare engineering plans, profiles and cost estimates utilizing the survey data collected by the ENGINEER. The design shall be consistent with Federal, State and City standards for construction of a drainage system and conform to the City Land Development Regulation's Standards and Codes, where applicable. The ENGINEER will develop the construction cost estimate utilizing construction line items, quantities, unit prices and individual line item totals. Preliminary engineering plans will be submitted to City staff at the time of 60% completion and consist of the following, but not limited to:

- Cover Sheet
- General Notes and Specifications Sheet
- Summary of Pay Item Sheet
- Key Map Sheet
- Paving, Grading and Drainage Plan Sheets (minimum scale 1"=20' on 24"x36" sheets)
- Roadway Cross Section Sheets
- Detail Sheets

The ENGINEER will furnish two full size (24"x36") copies of the preliminary engineering plans, cost estimate and preliminary calculations to City staff at the predetermined deliverable date. All deliverables shall also be submitted in PDF format. The ENGINEER will submit plans to the City Staff at the 60% design milestone. Based upon comments provided by the City regarding the preliminary engineering plans (60% submittal), the ENGINEER will prepare final construction design plans and an updated construction cost estimate for bidding and construction. Final plans and calculations will be submitted to City staff. All changes resulting from comments will be addressed by the ENGINEER to finalize the engineering plans and construction cost estimate.

The ENGINEER shall include the City's boiler plate general agreement and conditions to the contract document and specifications and is to submit, for review and approval, a completed contract document to the City. The ENGINEER will furnish two full size (24"x36") copies of the final design plans and construction cost estimate to City.

D. Bid & Specification Packages:

The ENGINEER will prepare the City's Standard Unit Price Construction Contract, inclusive of the project specification package and bid blank form (pay items and quantities) necessary to competitively bid the contemplated scope of work.

TIME OF PERFORMANCE:

Preliminary Construction Documents	3 months from NTP
Final Construction Documents	6 months from NTP
Bid and Specification Package	6 months from NTP

EXHIBIT "B"

COMPENSATION

The CITY agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to fees in accordance with the following:

A. Professional Services Fee: The basic compensation mutually agreed upon by the ENGINEER and the CITY follows:

Lump Sum Tasks

<u>Task Description</u>	<u>Fee</u>
Design Topographic Survey	\$ <u>19,580</u>
Construction Documents	\$ <u>33,610</u>
Bid & Specification Package	\$ <u>1,650</u>
<u>Grand Total</u>	\$ <u>55,110</u>

Compensation will be computed at the hourly rates of

Project Manager	\$	165.00
Assistant Project Manager	\$	140.00
Senior Engineer	\$	125.00
Engineer	\$	105.00
Engineering Technician	\$	90.00
Draftsperson	\$	85.00
Registered Land Surveyor	\$	120.00
Survey Technician	\$	75.00
Survey Crew	\$	95.00
Secretary	\$	50.00

Summary

Project Name

Surfside Park Residential Street Drainage Improvements

Task Summary

Manhours for project

Task	QA/QC	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	Remarks
	\$165	\$165	\$125	\$85	\$105	\$90	\$50	
Design Analysis/ Coordination	0	28	10	0	8	4	8	
Construction Documents	6	16	39	0	53	137	0	
Total Hours =	6	44	49	0	61	141	8	
Labor Fee =	\$990	\$7,260	\$6,125	\$0	\$6,405	\$12,690	\$400	
Total Labor Fee =	\$33,870							
Expenses (4.9%) =	\$1,660							
Sub-Total Fee =	\$35,530							
Topographic Design Survey =	\$19,580							
Total Project Cost =	\$55,110							

Design Analysis

Activity: Design Analysis / Review

Task	QA/ QC	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	Remarks
Contract File		2					2	
Cost Estimate			2		8			Cost est. conducted at 60%, and Final
Coordination								
	Surveyor	4					4	
	City	10				4	2	Two review submittals to City
Field Review		8	8					Site Visit
Project Specifications								
Computation Book & Quantities								
QC/QA								
Project Management		4						
Subtotal	0	28	10	0	8	4	8	

Construction Plans

Activity: Construction Plans

Task	QA/ QC	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	Remarks
Cover Sheet					2	4		
General Notes Sheet					2	2		1 sheet
Summary of Pay Items Sheet			2		4	8		1 sheet
Horiz/Vert Control Sheet			2			8		
Plan Sheets								
<i>Bayshore Drive</i>		2	5		6	18		2 sheets @ 15 hrs/ sht
<i>Sunset Isle Road</i>		1	2		3	9		1 sheet @ 15 hrs/ sht
<i>Rio Vista Drive</i>		3	9		12	36		4 sheets @ 15 hrs/ sht
Cross Sections								
<i>Bayshore Drive</i>		1	3		4	12		100 ft sections (10) @ 2.0 hrs/ section
<i>Sunset Isle Road</i>		1	2		2	6		100 ft sections (5) @ 2.0 hrs/ section
<i>Rio Vista Drive</i>		2	6		8	24		100 ft sections (20) @ 2.0 hrs/ section
Miscellaneous Const. Details		2	8		10	10		
QC/QA	6							
Project Management		4						
Subtotal	6	16	39	0	53	137	0	

City Commission Regular Meeting

10.e.

Meeting Date: 05/15/2017

Re: Site Plan Extension - Oak Alley Planned Non-Residential Development

Submitted For: Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

SUBJECT:

Approve Request for a Two (2) Year Site Plan Extension for the Oak Alley Office Park Planned Non-Residential Development located at 4431 & 4441 S. 25th Street with a new expiration date of April 5th, 2019.

SUMMARY:

- On April 5, 2005, the St. Lucie County Commission approved a the Oak Alley Final Planned Non-Residential Development Plan to construct Two (2) Office Buildings totally 12,500 square feet on South 25th Street as an element of the overall Oak Alley Development Plan.
- In 2006, the installation of Utility, Paving, and Drainage Infrastructure was completed as phase one of the site development.
- The subject site was annexed into the City of Fort Pierce on December 2nd, 2013 as part of the Oak Alley Subdivision Annexation.
- The Fort Pierce City Commission approved a request for a two (2) year site plan extension for the Oak Alley Office Park Planned Non-Residential Development located at approximately 4431 S. 25th Street with a new expiration date of April 5, 2017.
- GHO South 25th Street, LLC., acquired the subject property on December 15, 2015, and filed building permit applications on July 8th, 2016 (Permits 16-1931 & 16-1932). The permits are pending final approval by the Building Department.
- Per Section 22-58(j) of the City Code, extensions “of time” may be granted by the City Commission upon a showing of good cause and when such extension will promote public health, safety and general welfare.

RECOMMENDATION:

- Approval

ALTERNATIVES:

- Approval of a different extension period.
- Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Director

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad-Valorem Tax Revenue. The construction of Building 1 is valued at \$806,515, and Building 2 is valued at \$676,800.

Attachments

- Two (2) Year Extension Request Letter & Justification Statement
 - Aerial
 - Approved Site Plan
 - Conceptual Elevations
 - Overall Site Plan - Oak Alley
-

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/09/2017 08:36 AM
Form Started By: Kori Benton		Started On: 05/02/2017 04:46 PM
Final Approval Date: 05/09/2017		

JOSEPH W. SCHULKE, P.E.
JODAH B. BITTLE, P.E.
WILLIAM P. STODDARD, Ph.D., P.E.

SCHULKE, BITTLE & STODDARD, L.L.C.

CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING

April 26, 2017

Kori Benton, MPA, Senior Planner
Planning Department
100 N. U.S. Highway 1
Fort Pierce, FL 34950



Re: Oak Alley Commercial

Dear Mr. Benton:

Please accept this letter as our formal request for a two (2) year extension of the site approval for the above referenced project. Enclosed is a check in the amount of \$1,887.50 to cover the applicable fee to process this request.

Attached please find an explanation of the need for the extension from GHO Homes.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Geoffrey Barkett

cc: GHO South 25th Street, LLC



April 18, 2017

City of Fort Pierce
Planning Department
Attention: Kori Benton, Senior Planner
100 North US 1
Fort Pierce, FL. 34950

RE: Request for 2 year extension for the Oak Alley Commercial Planned Non-Residential Development project located at 4431 So. 25th Street & 4441 So. 25th St (parcel ID 2432-801-0010-000-5 as recorded in Official Records Book 2207, at page 1318 of the Public Records of St. Lucie County, Florida)

Dear Mr. Benton,

We herein request an extension to the Final Planned Unit Development Site Plan approvals to have an expiration date of April 5, 2019, which is a two (2) year extension from the current expiration date of April 5, 2017, as indicated by Resolution 05-134, as recorded in Official Records Book 2370, at page 1352, of the Public Records of St. Lucie County, Florida on September 23, 2005.

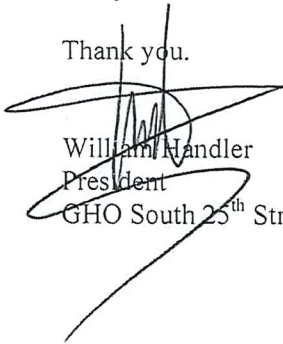
Please be advised that the request for this extension is due to the fact that on December 15, 2015 GHO South 25th Street, LLC, a Florida Limited Liability Company, became the owner of said property. GHO South 25th Street, LLC has since applied for building permits to construct two (2) buildings; one of which is approximately 6000 square feet, and the other one is approximately 6500 square feet on July 08, 2016 (permit # 16-1931 & 16-1932) to complete this project. We have since then been working closely with the Building and Planning Departments to get the permits approved.

As you are aware the initial phase of the project was previously completed and approved by the appropriate governmental authorities, which includes but is not limited to the grading, drainage, water, sewer, etc. As some code requirements have changed since this initial work was done GHO South 25th Street, LLC has also turned in updated Site Plan applications.

It is our understanding that the permits are in the final stages of approval. However, as they have not yet been finalized we therefore are requesting this extension to allow us the time necessary to be able to start and complete this project once the permits are obtained and we are able to review the market and determine the current feasibility of the investment.

If any additional information is required, please do not hesitate to contact us at 772-873-1711.

Thank you.


William Handler
President
GHO South 25th Street LLC



Re: Fwd: Oak Alley

Geoff B

to:

Kori Benton

04/06/2017 03:04 PM

Cc:

Bill Handler, Rebecca Dima

Hide Details

From: Geoff B <gbarkett@sbsengineers.com>

To: Kori Benton <KBenton@city-ftpierce.com>

Cc: Bill Handler <billh@ghohomes.com>, Rebecca Dima <rebeccad@ghohomes.com>

History: This message has been replied to.

Kori:

Thanks for the quick reply.

To be on the safe side we would like to request a 2 year extension for the Oak Alley Commercial project. Please let me know if this e-mail is adequate for this request or if some additional "paperwork" is needed.

Thanks

From: **Geoff B** <gbarkett@sbsengineers.com>

Date: Wed, Apr 5, 2017 at 5:25 PM

Subject: Oak Alley

To: KoriBenton@city-ftpierce.com

Kori:

I am just following up on the above project.

As you may be aware, this project is in the building department for permitting.

The actual building plans, I believe have been approved, but the three individual site work plans have not. They are under review - they include Irrigation / Dumpster / Site work.

I bring the above up because, I believe the overall project approval was extended to April 2017.

I assume that because we are in for permitting, all is still ok, or can we get an extension.

Please let me know

Thanks

--

Geoffrey K. Barkett

Schulke, Bittle & Stoddard, LLC

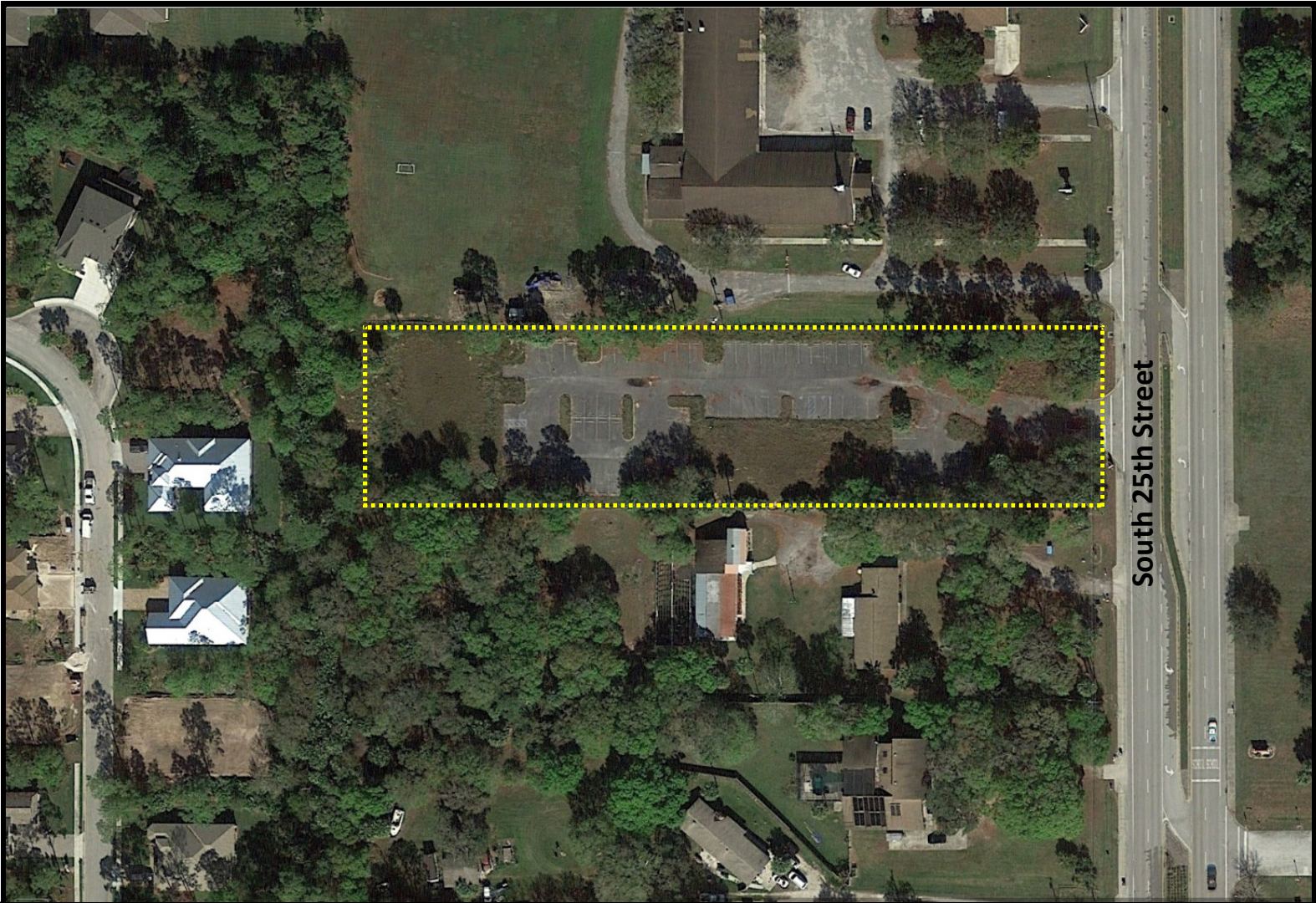
1717 Indian River Blvd., Suite 201

Vero Beach, FL 32960

Phone: [\(772\)770-9622](tel:(772)770-9622)

Fax: [\(772\)770-9496](tel:(772)770-9496)

www.sbsengineers.com



South 25th Street



St. Lucie County Project No: *N/A*
 Date: *11/13/04* Original SP Resolution No: *04-220*

Minor Adjustment	Approval Order		
Date	File No.	Description	Order No.
1	06/27/06	05-032 lot setbacks blocks 1,3	Letter
2	06/27/06	06-004 cul-de-sac revisions	Letter
3	03/20/09	spmn220092877 blk 4 setback revisions	Letter
4	03/29/13	scrivener's error	Letter

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

Site Plan (PUD)
 Minor Adjustment #4
 APPROVED
 Date: _____
 By: _____
reserved for agency approval stamp

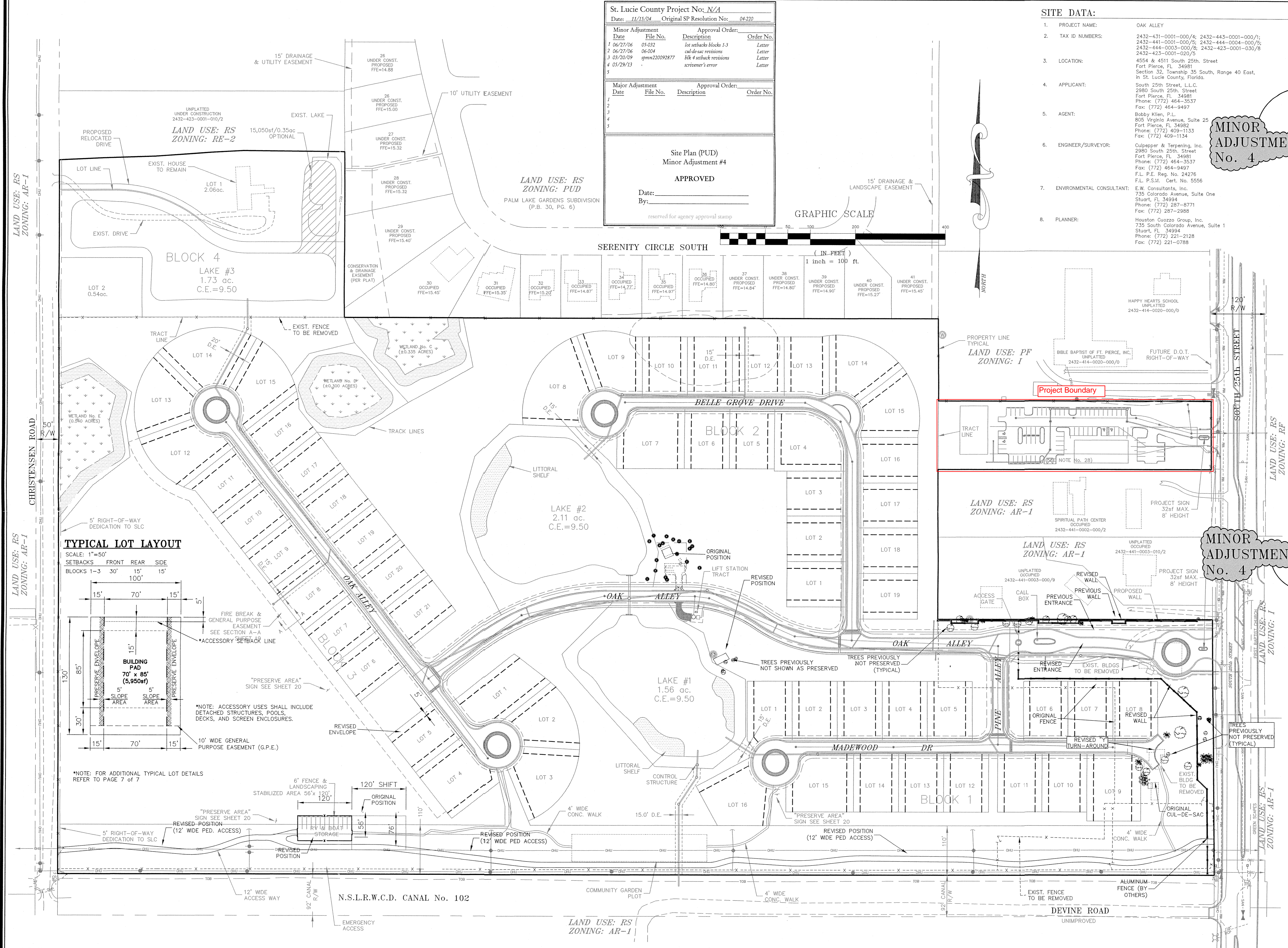
SITE DATA:

- PROJECT NAME: OAK ALLEY
- TAX ID NUMBERS: 2432-431-0001-000/4; 2432-443-0001-000/1; 2432-441-0001-000/5; 2432-444-0004-000/5; 2432-444-0003-000/8; 2432-423-0001-030/8; 2432-423-0001-020/5
- LOCATION: 4554 & 4511 South 25th Street Fort Pierce, FL 34981 Section 32, Township 35 South, Range 40 East, in St. Lucie County, Florida.
- APPLICANT: South 25th Street, L.L.C. 2980 South 25th Street Fort Pierce, FL 34981 Phone: (772) 464-3537 Fax: (772) 464-9497
- AGENT: Bobby Kilen, P.L. 805 Virginia Avenue, Suite 205 Fort Pierce, FL 34981 Phone: (772) 409-1133 Fax: (772) 409-1134
- ENGINEER/SURVEYOR: Culpepper & Terpening, Inc. 2980 South 25th Street Fort Pierce, FL 34981 Phone: (772) 464-3537 Fax: (772) 464-9497 F.L. P.E. Reg. No. 24276 F.L. P.S.M. Cert. No. 5556
- ENVIRONMENTAL CONSULTANT: E.W. Consultants, Inc. 735 Colorado Avenue, Suite One Stuart, FL 34984 Phone: (772) 287-8771 Fax: (772) 287-2988
- PLANNER: Houston Cozzo Group, Inc. 125 South Colorado Avenue, Suite 1 Stuart, FL 34984 Phone: (772) 221-2128 Fax: (772) 221-0788
- TYPE OF PROJECT: Residential = P.U.D. Commercial = P.N.R.D. Proposed: P.U.D. = Planned Unit Development Existing: AR-1 = Agricultural, Residential
- ZONING: Proposed & Existing: RS = Residential Suburban (2 Units per Acre)
- LAND USE: Proposed & Existing: RS = Residential Suburban (2 Units per Acre)
- FLOOD ZONE: ZONE "X" F.I.R.M. Map 12111C0188 F Panel# 120285 Dated August 19th, 1991
- MAX. BUILDING ENVELOPE: 70' x 85' (5,950sf) Residential
- MAX. BUILDING HEIGHT: 40' Above the finished floor elevation (F.F.E.) as established by the SPWMD.
- GROSS PROJECT SIZE: Residential Area 68.40 AC. 2,979,536 SF Non-Residential Area 2.10 AC. 91,278 SF Total Area 70.50 AC. 3,070,814 SF Average Lot Size 100' x 130'
- PROJECT DENSITY: Allowable Density: (2 Units per Acre) Total Units Allowed 68 Acres x 2 = 136 Units Total Units Proposed 58 Units or 0.85 units/acre
- PARKING: Single Family Residential will have 2 parking spaces per lot 58 Units x 2 = 116 spaces Non-Residential parking shall be in accordance with SLCLDC section 7.06.02, as described in table 7.06.02. Formula is 1 space per 1000sf of Building Area) Required (12,000sf/1,000) x 5 spaces 60 spaces Provided (10' x 18' Min.) 68 spaces Handicapped Spaces Required (51-75 Total) 3 spaces Handicapped Spaces Provided (12' x 18' Min.) 4 spaces
- OPEN SPACE: Minimum of 35% of Site for common open space per SLCLDC 7.01.00. Required (70.50 x 0.35) 24.68 AC. Provided 24.64 AC. TRACTS C-E 2.49 AC. TRACTS F-H 7.92 AC. Landscape TRACT 1 0.20 AC. Total 35.25 AC. Open Space Compliance: 36.32/70.50 = 50.00%
- OPEN SPACE: 1. Community area to include passive recreation such as picnic tables, & barbecue areas. 2. All numbers are approximate and subject to change through final permitting.
- NATIVE UPLAND PRESERVE: Pre-development native habitat is 52.8 acres. 15% of Native Habitat must be preserved. Required (52.8 x 0.15) 7.9 AC. Provided 7.9 AC. Upland Preserve Compliance: 25.63/52.8 = 46.67% 1. All numbers are approximate and subject to change through final permitting.
- DEVELOPMENT SCHEDULE: Construction to begin: FEBRUARY 2005 Construction to be completed: 180 DAYS
- BUILDING CONSTRUCTION MATERIALS: Construction materials for the buildings will consist of masonry block, concrete, and steel. Hardwood siding - All buildings.
- PHASING: All of the improvements will be completed in a single phase for the residential area.
- UTILITY SERVICE: Water Service: Ft. Pierce Utilities Authority (FPUA) Sewage Treatment: Ft. Pierce Utilities Authority (FPUA)
- SITE DRAINAGE: RESIDENTIAL: The storm water management system will consist of a detention system that will provide both water quality and storm attenuation. Road crown elevations will be set above the 10 year, 1 day storm event and Finished Floor Elevations above the 100 year, 3 day, zero discharge stage. The drainage system shall be designed in accordance with the SPWMD criteria prior to discharge into the North St. Lucie River Water Control District (NLRWD) Canal No. 102. Water quality will be designed based on 100% of required volume consistent with discharge into an Outstanding Florida Water (O.F.W.). Discharge rates will be based on pre vs. post run-off and consistent with the South 25th Street Improvement Project.
- SITE DRAINAGE: NON-RESIDENTIAL: Discharge will be to the South 25th Street Drainage network designed by Inwood Consulting Engineers. Allowable discharge is based on the pre-development discharge incorporated into the South 25th Street design calculations. A half inch of dry pre-treatment will be accomplished by ex-filtration trench.
- OWNERSHIP: It is intended that the property will be platted in accordance with the St. Lucie County Land Development Code, Section 11.03.00. Common areas will be dedicated to a Property Owner's Association along with road rights-of-way, wetland preserves, and upland buffer areas. The Rights-of-way will include dedication for Utility easements both public and private.
- NON-RESIDENTIAL: Tract A will be developed as a "Planned Nonresidential Development" (PNRD) area consistent with the provisions of Section 7.03.00 of the St. Lucie County Land Development Code. Final site plans and use restrictions for this area will be identified as part of the Final Planned Development reviews for the Oak Alley Project.

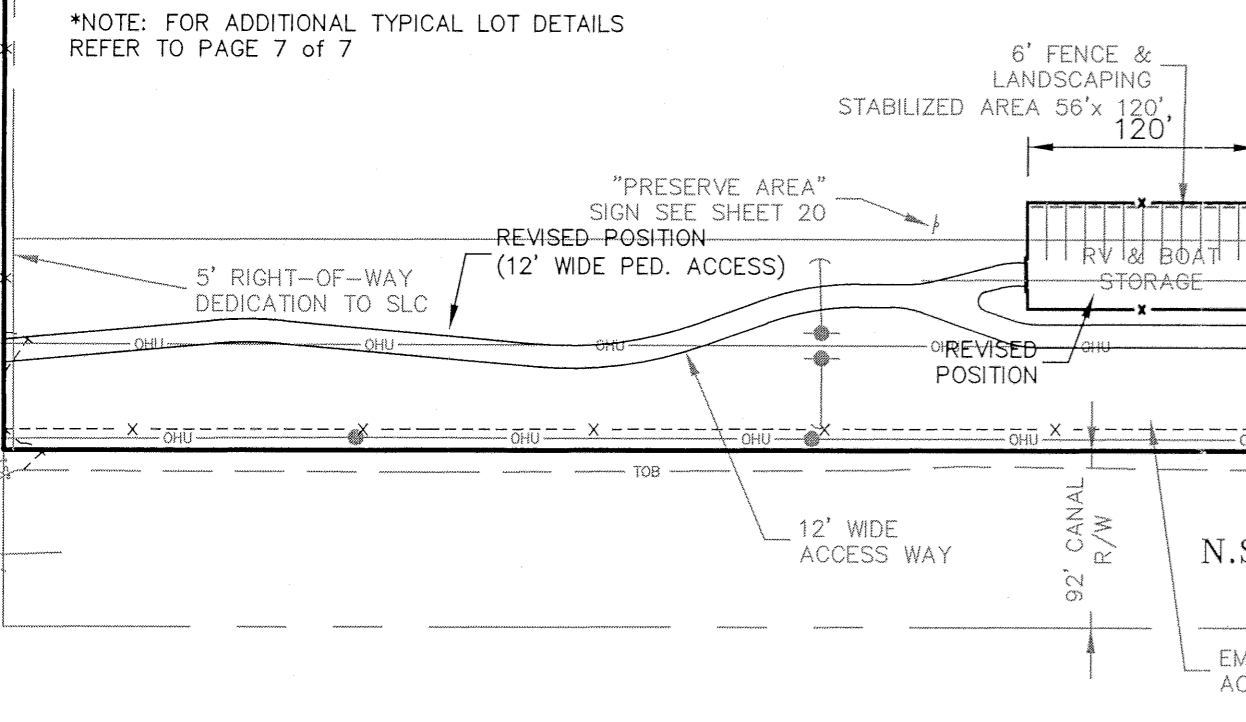
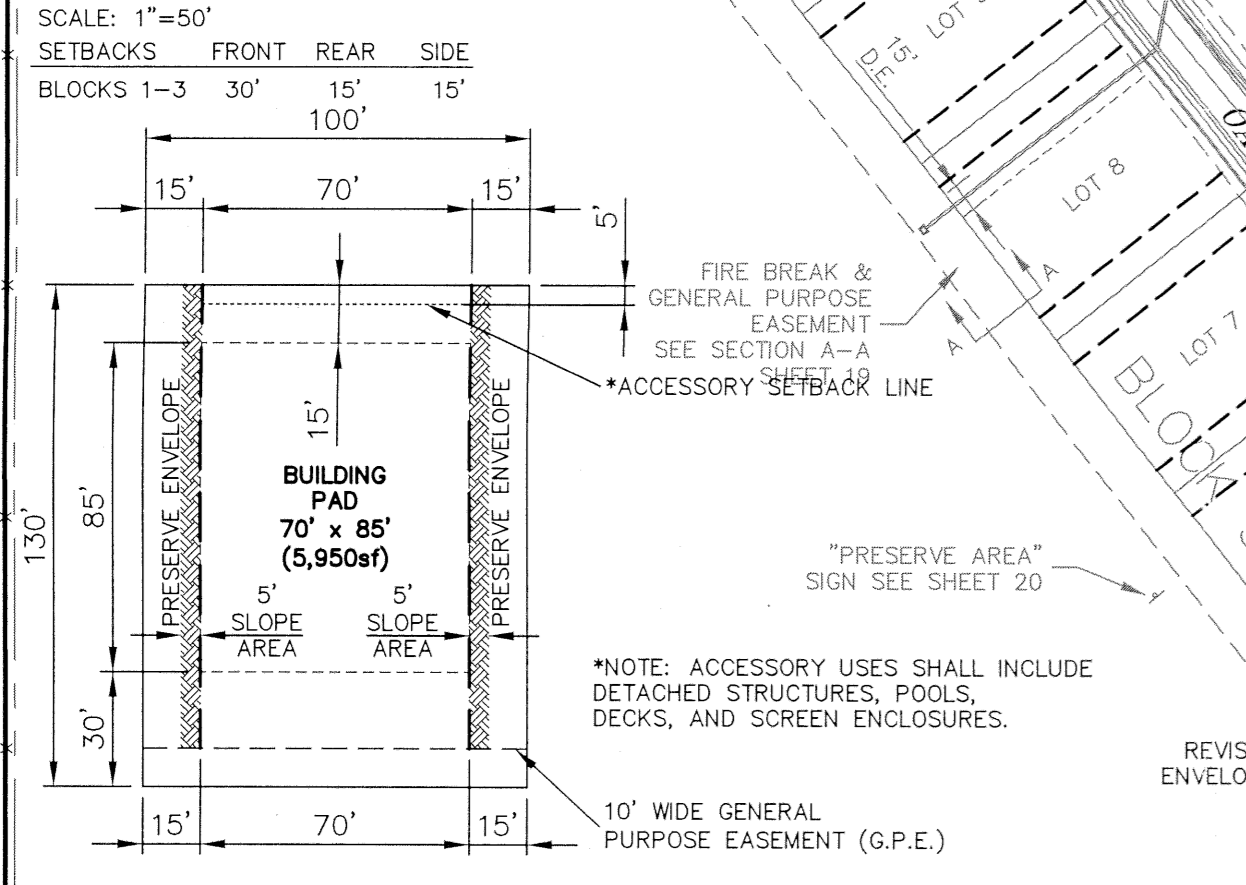
MINOR ADJUSTMENT No. 4

MINOR ADJUSTMENT No. 4

SITE PLAN ADJUSTMENT APPROVED
 APPROVED DATA
 LARA
 Approval Doc. & Number



TYPICAL LOT LAYOUT



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

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

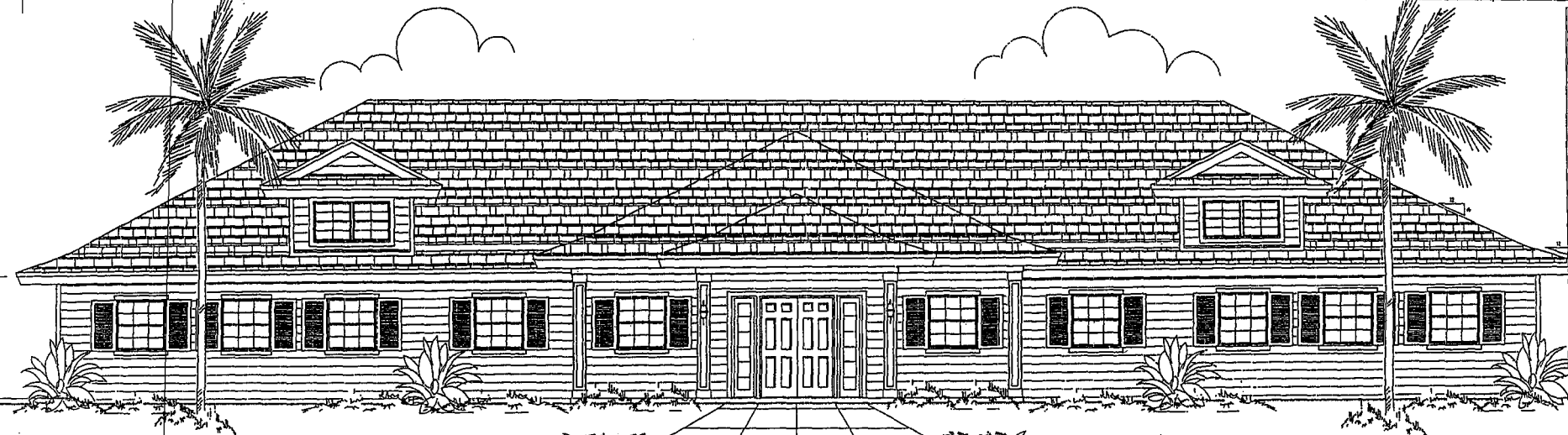
- REVISIONS -		BY	DATE
REVISED LOTS (-1)		CSM	09/02/09
REVISED ENTRANCE (NARROWER); REVISED SETBACKS		CSM	02/02/08
REVISED SETBACKS & EAST END OF MADEWOOD		CSM	03/27/08
REVISED PER SLC COMMENTS		CSM	05/10/06
REVISED 8' TO 12'; MOVED REC & STORAGE AREA; CHANGED WALL		CSM	06/05/06
REVISED PER MINOR ADJ. #3		MJP	03/20/09

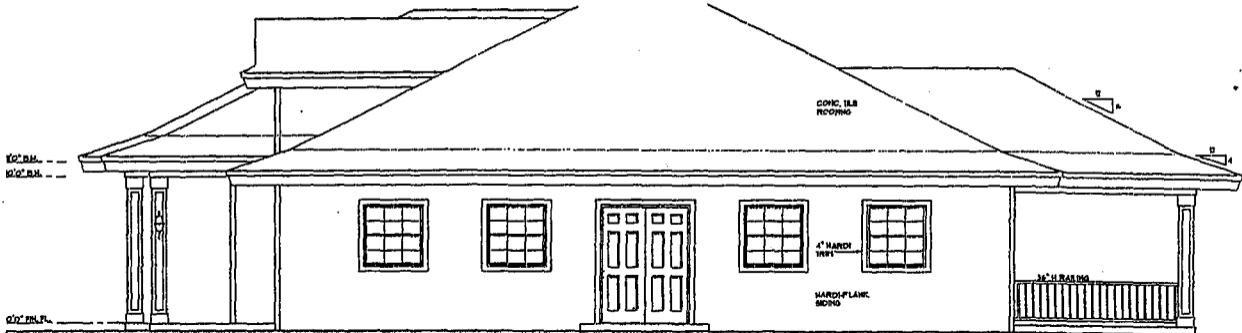
BY	DATE
DESIGNED	JPT 02/06/06
CALCS.	PPP 06/07/04
DRAWN	CSM 02/06/06
DETAILED	
CHECKED	JPT 06/05/06
APPROVED	

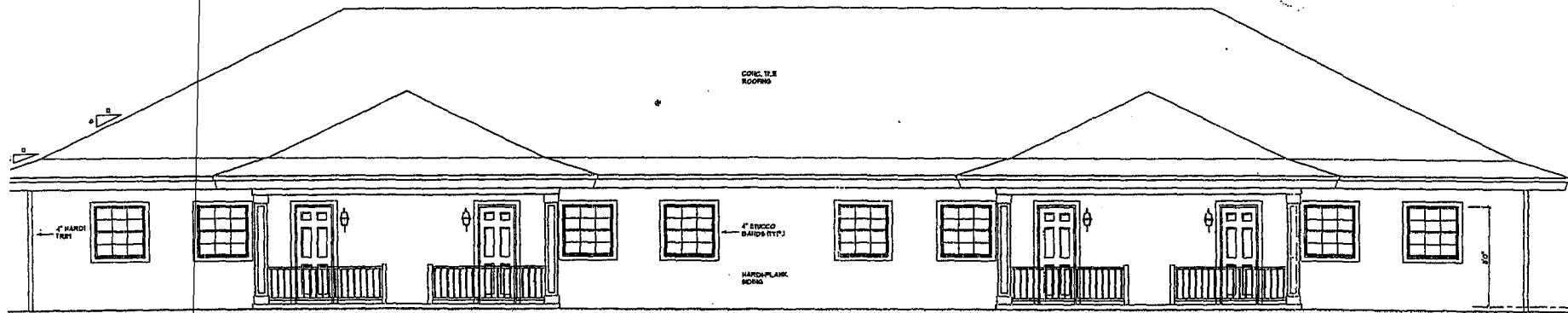
OAK ALLEY

SITE PLAN ADJUSTMENT No. 4

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







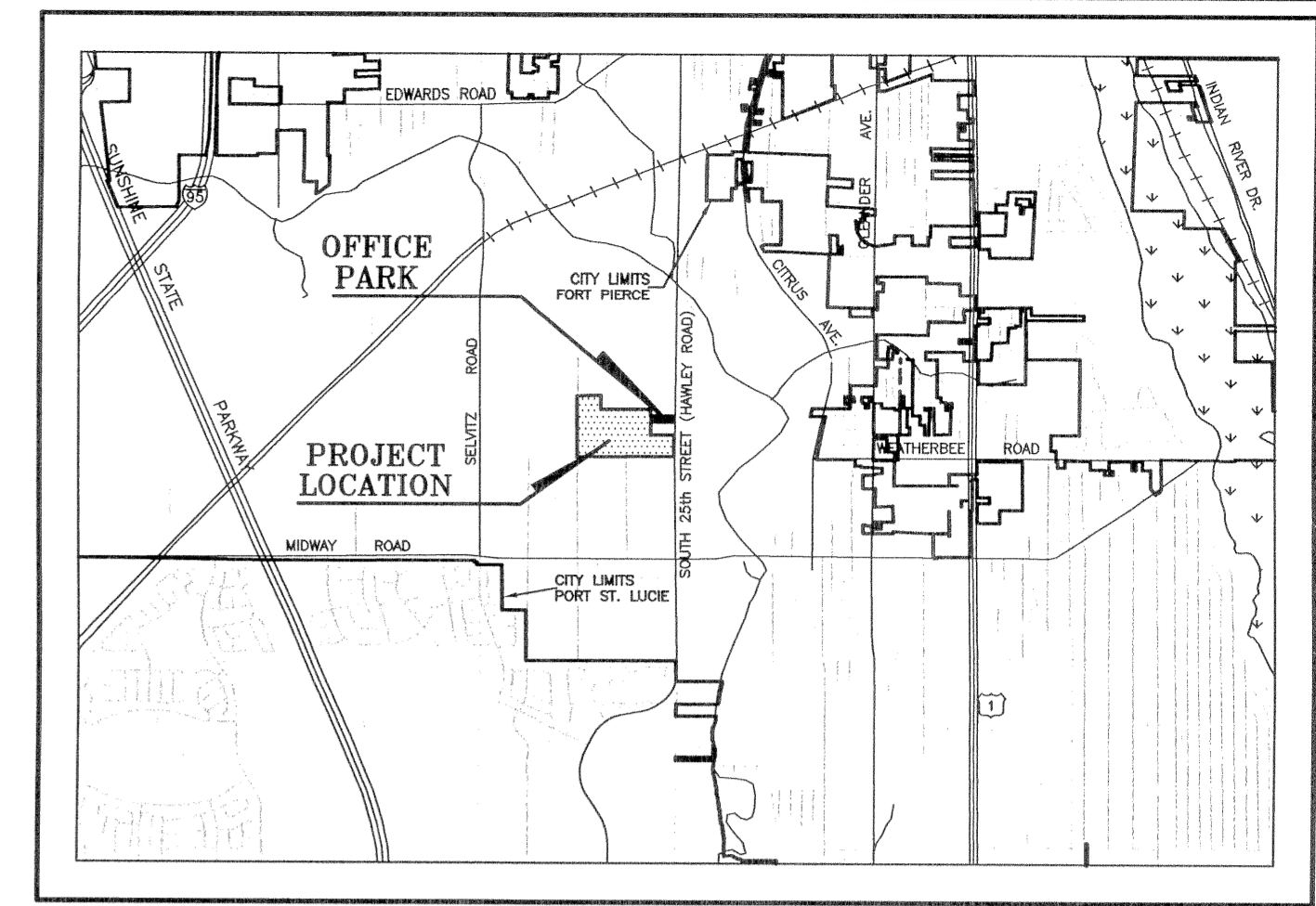
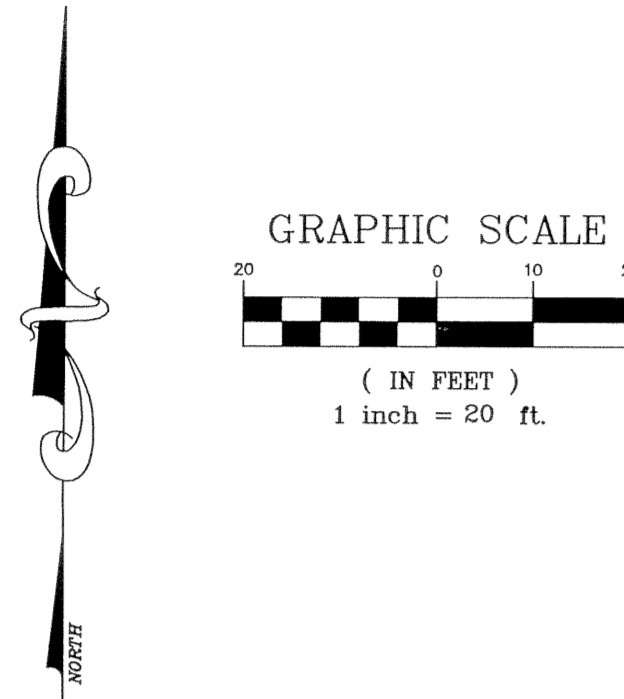
SITE DATA:

- 1. PROJECT NAME: OAK ALLEY OFFICE PARK
- 2. TAX ID NUMBER: 2432-441-0001-000/5
- 3. LOCATION: 4511 South 25th Street Fort Pierce, FL 34981 Section 32, Township 35 South, Range 40 East, In St. Lucie County, Florida.
- 4. APPLICANT: South 25th Street, L.L.C. 2980 South 25th Street Fort Pierce, FL 34981 Phone: (772) 464-3537 Fax: (772) 464-9497
- 5. AGENT: Bobby Kilen, P.L. 805 Virginia Avenue, Suite 25 Fort Pierce, FL 34982 Phone: (772) 409-1133 Fax: (772) 409-1134
- 6. ENGINEER/SURVEYOR: Culpepper & Terpening, Inc. 2980 South 25th Street Fort Pierce, FL 34981 Phone: (772) 464-3537 Fax: (772) 464-9497 F.L. P.E. Reg. No. 24276 F.L. P.S.M. Cert. No. 5556
- 7. ENVIRONMENTAL CONSULTANT: E.W. Consultants, Inc. 735 Colorado Avenue, Suite One Stuart, FL 34994 Phone: (772) 287-8771 Fax: (772) 287-2988
- 8. PLANNER: Houston Cuzzo Group, Inc. 735 South Colorado Avenue, Suite 1 Stuart, FL 34994 Phone: (772) 221-2128 Fax: (772) 221-0788
- 9. TYPE OF PROJECT: Commercial = P.N.R.D.
- 10. ZONING: Existing: P.N.R.D. = Planned Non-Residential Development
- 11. LAND USE: Proposed & Existing: RS = Residential Suburban (2 Units per Acre)
- 12. FLOOD ZONE: ZONE "X" F.I.R.M. Map# 1211C0188 F Panel# 120285 Dated August 19th, 1991
- 13. MAX. BUILDING ENVELOPE: 6,000sf Commercial
- 14. MAX. BUILDING HEIGHT: 40' Above the finished floor elevation (F.F.E.) as established by the SFWMD.
- 15. PROJECT SIZE: 2.10 AC. 91,278 SF

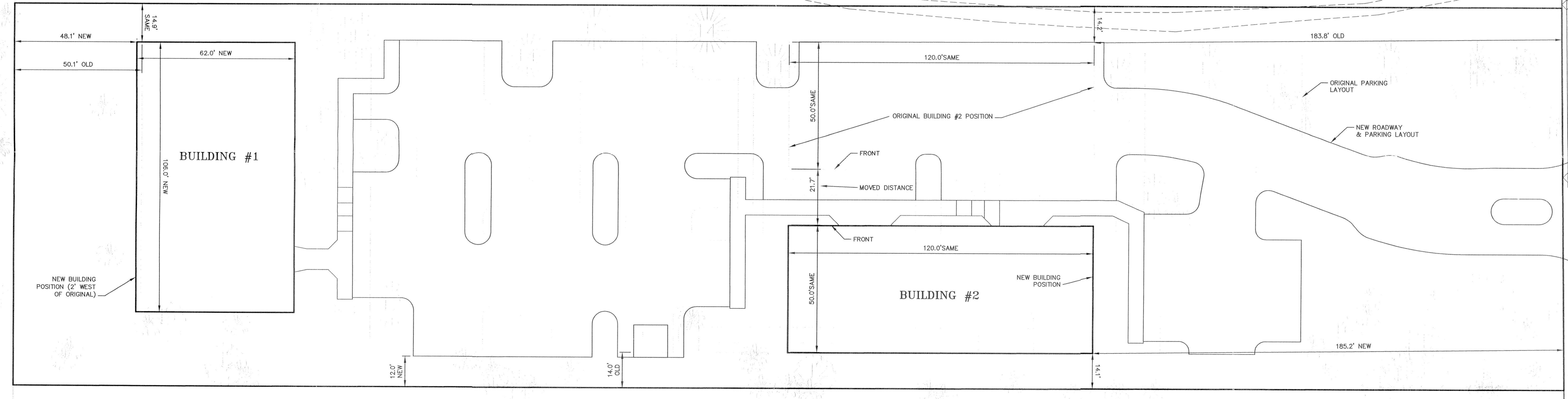
16. PARKING:	APPROVED			MODIFIED		
	Quantity	Area	Percentage	Quantity	Area	Percentage
Non-Residential parking shall be in accordance with SCLDC section 7.08.02, as described in table 7-20. (Formula is 1 space per 1000sf of Building Area)	60 spaces			60 spaces		
Required (12,000sf/1,000) x 5 spaces Provided (10' x 18' Min.)	66 spaces			70 spaces		
Handicapped Spaces Required (51-75 Total)	3 spaces			3 spaces		
Handicapped Spaces Provided (12' x 18' Min.)	4 spaces			4 spaces		

17. SITE COVERAGE:	Acres	Square Footage	Percentage of Site	APPROVED			MODIFIED		
				Quantity	Inches	Total	Quantity	Inches	Total
NON-RESIDENTIAL (Basin=91,278 SF)									
IMPERVIOUS Buildings (6,000 SF each)	0.28 AC.	12,000 SF	13.15%	0.28 AC.	12,572 SF	13.77%			
Pavement & misc.	0.82 AC.	35,875 SF	39.30%	0.82 AC.	35,774 SF	39.19%			
PERVIOUS:	1.00 AC.	43,403 SF	47.55%	1.00 AC.	43,504 SF	47.04%			
TOTAL:	2.10 AC.	91,278 SF	100.00%	2.10 AC.	91,278 SF	100.00%			

18. TREE PRESERVATION:	Trees to be removed	Quantity	Inches	Total	APPROVED			MODIFIED		
					Quantity	Inches	Total	Quantity	Inches	Total
	Oaks	10	131"	10 Trees/131"	0.28 AC.	12,572 SF	13.77%	13	178"	13 Trees/178"
	Pines	31	409"	31 Trees/409"	0.82 AC.	35,774 SF	39.30%	27	362"	27 Trees/362"
			540"						540"	
	Trees to be preserved	23	331"	23 Trees/331"	0.28 AC.	12,572 SF	13.77%	20	284"	20 Trees/284"
		10	142"	10 Trees/142"	0.82 AC.	35,774 SF	39.30%	14	189"	14 Trees/189"
			473"						473"	



LOCATION MAP
N.T.S.



TREE KEY

- = OAK TREE TO BE PRESERVED
- = PALM TREE TO BE PRESERVED
- = PINE TREE TO BE PRESERVED

SITE PLAN
MINOR REVISION (S)
APPROVED
DATE: 5/9/06
SPTIC RER: XAP

The purpose of this adjustment is to indicate the relocation of Building #2 to the south property line and the increase square footage of Building #1 from 6,000 square feet to 6,572 square feet.

AUG 11 2005

JAMES P. TERPENING, JR. P.E. FL. REG. NO. 24276

COMPUTER FILE REF.	FIELD BK./PG.
04-193-REVISION	
REV	

CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
(772) 464-3537
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

- REVISIONS -		BY	DATE

	BY	DATE
DESIGNED	JPT	08/31/04
CALCS.		
DRAWN	CSM	08/08/05
DETAILED		
CHECKED	JPT	08/11/05
APPROVED		

OAK ALLEY OFFICE PARK
MINOR REVISION

DATE: 08/11/05
HORIZ. SCALE: 1"=20'
VERT. SCALE: N/A
JOB No. 04-193
SHEET 1 of 1

City Commission Regular Meeting

10.f.

Meeting Date: 05/15/2017

Re: 515 N 12th Street - Wilson

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

SUBJECT:

Waive interest and penalties in the amount of \$1,584.72 associated with demolition lien against 515 N 12th Street, Fort Pierce, FL Parcel ID #2409-501-0062-000-1 previously owned by Johnny B. Wilson, 515 N 12th Street, Fort Pierce, FL and currently owned by Parmanand Persaud, 11 Glebe Crescent Brampton, Ontario L651E9. contingent upon payment of \$711.62 within 30 days.

SUMMARY:

Mr. Parmanand Persaud bought the property from JC Morgan Chase Bank who were supposed to take care of all liens. However, in doing a property search learned of the demolition lien. The title insurance holder confirmed the lien but said it was the responsibility of the previous owner(s). Mr. Persaud's interest is in getting the lien cleared from the records and is willing to compensate the City the amount of the hard costs.

RECOMMENDATION:

Staff recommends waiving interest and penalties in the amount of \$1,584.72 contingent upon payment of balance in the amount of \$711.62.

ALTERNATIVES:

Deny request
Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N: 2017

Amount: 711.62

OTHER INFORMATION:

\$711.62 to the general fund.

Attachments

Request

Tax Card
Breakdown

Form Review

Inbox

City Manager

Form Started By: Colleen Greer

Final Approval Date: 05/09/2017

Reviewed By

Nick Mimms

Date

05/09/2017 08:36 AM

Started On: 05/02/2017 09:44 AM



THE SUNRISE CITY
FORT PIERCE
 CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF
 LOT CLEARING OR DEMOLITION LIEN

Date:	APRIL 12, 2017		
Property address:	515 N 12TH ST FORT PIERCE FL 34950		
Owner(s) of record:	WILSON		
Mailing address:			
Property tax ID #:	2409-501-0062-000-1		
Original purchase date:	Original purchase price:		
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	PARMANAND PERSAUD	Relationship to owner(s)	NONE
Telephone #:	647-693-1056	Mobile phone #:	647-339-8031
E-mail:	persaud1967@yahoo.com	Preferred contact method:	PHONE 647-339-8031
What are owner(s) intentions for property:			
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)
Is property listed for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is listing price?
Is property under contract for sale?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?

City incurred charges (lot clearing, demolition, etc)	\$ 710.53
Administrative fees	\$ 1.09
Interest	\$ 1320.60
Penalties	\$ 264.12
TOTAL AMOUNT DUE TO CITY	\$ 2296.34
DOLLAR AMOUNT REQUESTING TO BE WAIVED	\$ 1584.72
DOLLAR AMOUNT I AGREE TO PAY	\$ 711.62

Parmanand Persaud
 PRESENT OWNER
 Signature of Owner or Representative

APRIL 12, 2017
 Date



REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 515 N 12TH ST, FORT PIERCE FL 34950

Property Owner: PARMANAND PERSAUD

Mailing Address: 11 GLEBE CRESCENT BRAMPTON ONTARIO L6S1E9

Telephone #: 647-693-1056 Cell Phone #: 647-339-8031

E-Mail Address: persaud1967@yahoo.ca

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

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

Please note that the lien in question had existed before I purchased the property in subject (515 N 12th St) in April 2014.

It was brought to my attention that all liens would have been taken care of by "JC Morgan Chase Bank" before the title was transferred to me. However, on the 10th of April 2017, my realtor agent informed me that there is an old lien of a different building which was existing on my property before the time of my ownership. I contacted my title insurance holder and they confirmed this lien is the responsibility of the previous owners.

I therefore plea to your department that this matter be resolved at no cost to me. However, to bring matters to a close, I am willing to compensate your department the amount of ~~\$350.00~~ or what you see reasonable.

PP
711.62

Signed: Parmanand Persaud

Date: April 03, 2017

Print Name: PARMANAND PERSAUD

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority PARMANAND PERSAUD who acknowledged before me that the information contained herein is true and correct. He ~~or She is~~ / is not personally known to me and has produced ONTARIO DRIVER'S LICENCE as identification.

SWORN TO AND SUBSCRIBED before me this 13th day of APRIL, 2017.

Bally Hundal
Notary Public, ~~State of Florida~~ Ontario, Canada

BALLY HUNDAL
BARRISTER SOLICITOR & NOTARY PUBLIC
104-490 BRAMALEA ROAD
BRAMPTON, ON L6T 2H2
CANADA
905-451-9100



OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 515 N 12th ST FORT PIERCE FL 34950

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

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

I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Parmanand Persaud
Signature of Owner or Representative

Date April 12, 2017

COFP – APPLICATION PROCESS DETERMINATION

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

Staff has reviewed the request for lien reduction and does not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Comments:

City Representative

Date

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

Rtqrgrtv{ #f g p v h e c v a p

Site Address: 515 N 12th ST Parcel ID: 2409-501-0062- Account #: 21086 Sec/Town/Range:
 000-1
 Map ID: 24/09N Zoning: R4 Use Type: 0100 Jurisdiction: Fort Pierce

Q y p g t u j k r Ngicr# g u e t k r v a p
 Parmanand Persaud LINCOLN PARK NO 2 BLK 2 LOT 27 (OR 3625-325)
 11 Glebe CRES
 Brampton, ON L6S 1E9

Fwttg p v # k c n w g u

K k u v t l e c r # c n w g u # 0 { g c t

Just/Market:	Assessed:	Year	Just/Market	Assessed	Exemptions	Taxable
\$45,100	\$42,240	2016	\$45,100	\$42,240	\$0	\$42,240
Exemptions: \$0	Taxable: \$42,240	2015	\$38,400	\$38,400	\$0	\$38,400
		2014	\$37,800	\$36,743	\$25,000	\$11,743

U c r g # k k u v t {

Date	Book/Page	Sale Code	Deed	Grantor	Price

R t k o c t { # e w k f l p i # p h t o c v a p
 Finished Area of this building: 1,368 SF
 Gross Area of this building: 1,368 SF

Exterior Data

View: Roof Cover: Fibrglss Shg Roof Structure: Gable Building Type: HC-
 Year Built: 1978 Frame: Grade: C- Effective Year: 1978
 Primary Wall: CB Stucco Story Height: 1 Story No. Units: 1 Secondary Wall:

Interior Data

Bedrooms: 3 A/C %: 0% Electric: MAXIMUM Primary Int Wall:
 Full Baths: 2 Heated %: 100% Heat Type: FrcdHotAir Avg Hgt/Floor: 0
 Half Baths: 0 Sprinkled %: N/A% Heat Fuel: ELEC Primary Floors: Carpet



V q v c n # d t g c u

Finished/Under Air (SF):	1,368
Gross Area (SF):	1,368
Land Size (acres):	0.12
Land Size (SF):	5,124
Total Building Count:	1

U r g e k r # g c w t g u # p f # { c t f # i v g o u

Type	Qty	Units	Year Blt
Driv-Concret	1	720	1995
CHAINLINK 4'	1	120	1999

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

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: LOT CLEARING LIEN REDUCTION

Address: 515 N 12th Street, Fort Pierce, FL

Parcel ID#: 2409-501-0062-000-1

Owner: Parmanand Persaud

DATE: May 15, 2017

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Demolition Lien	\$710.53	\$1584.72	\$1.09
TOTAL	\$710.53	\$1584.72	\$1.09

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)

\$1585.81

CANNOT BE WAIVED (ALL DEMOLITION COSTS)

\$ 710.53

\$2296.34

City Commission Regular Meeting

10.g.

Meeting Date: 05/15/2017

Re: Case #16-0324 - 505 S 8th Street

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

SUBJECT:

Reduce code enforcement lien associated with 505 S 8th Street, Ft. Pierce, FL, Parcel ID #2410-709-0011-000-1 owned by Gary & Lisa White, 1250 Shinn Road, Ft. Pierce, FL 34945 in the amount of \$3,840.00 (\$40.00 recording fees) to \$750.00 contingent upon payment of the reduced amount in 60 days.

SUMMARY:

1. June 1, 2016 Mr. & Mrs. White were found in violation of the city code and due to non-compliance fines accrued.
2. Mr. & Mrs. White exhausted all administrative remedies available to them including a Massey hearing (fines were abated temporarily) and having their demolition request heard by the Historic Preservation Board (Board denied request).
3. Due to continued non-compliance after being denied by the Historic Preservation Board, the Special Magistrate order the fines restarted and a lien was recorded.
4. March 13, 2017, after bringing the property into compliance, Mr. & Mrs. White went before the Special Magistrate for a reduction and she recommends the City Commission reduce the lien from \$3,840.00 (\$40.00 recording fees) to \$750.00 payable in 60 days.

RECOMMENDATION:

Staff recommends reducing the code enforcement lien from \$3,840.00 (\$40.00 recording fees) to \$750.00 payable in 60 days.

ALTERNATIVES:

- Deny request.
- Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager

Fiscal Impact

Budgeted Y/N: 2017

Amount: 750.00

OTHER INFORMATION:

\$750.00 to the general fund.

Attachments

Request
Tax Card
Breakdown

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/09/2017 08:37 AM
Form Started By: Colleen Greer		Started On: 04/24/2017 10:59 AM
Final Approval Date: 05/09/2017		



THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

April 5

RECEIVED

MAR 13 2017

CODE ENFORCEMENT
CITY OF FT. PIERCE

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

Date:	2-27-17				
Property address:	505 S. 8th St.				
Owner(s) of record:	Gary & Lisa White				
Mailing address:	1258 Shinn Rd. Ft. Pierce, FL 34945				
Property tax ID #:	2410-709-0011-0001				
Original purchase date:	4-30-2009	Original purchase price:	95,000.00		
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Gary & Lisa White		Relationship to owner(s):	self	
Telephone #:	(772) 216-9931		Mobile phone #:	(772) 216-5221	
E-mail:	sf1cqw@gmail.com		Preferred contact method:		
What are owner(s) intentions for property:	Board up and leave vacant				
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)		
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?		
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN

\$ 3,840.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 3,840.00

DOLLAR AMOUNT I AGREE TO PAY

\$ _____

[Signature]
Signature of Owner or Representative

2-27-17
Date

Lisa White
Printed Name



REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 505 8th St. Ft. Pierce, FL 34950
Property Owner: Gary & Lisa White
Mailing Address: 1250 Shinn Rd. Ft. Pierce, FL 34985
Telephone #: (772) 216-9931 Cell Phone #: (772) 216-5221
E-Mail Address: sf/cgw@gmail.com
Is the property in compliance? yes If no, please explain in the narrative of your request.

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

Upon finding out that the property had code violations several months after the violations were imposed I called the city and asked for guidance in this process. I explained that we did not create the violations nor did we instruct anyone to do so. The violations were created by a squatter living in the house. I was told that I had to pull a permit for the work that was done. I called several contractors but no one would pull a permit for someone else's work unless I hired them to remodel the entire building. I do not have the

Date: 2-27-17

Signed: [Signature]

Print Name: Lisa L. White

STATE OF FLORIDA

COUNTY OF ST. LUCIE

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

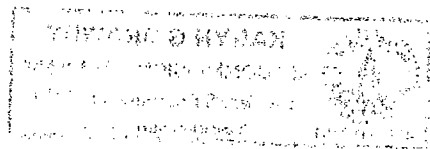
SWORN TO AND SUBSCRIBED before me this 27 day of February, 2017.



Karyn G Drawdy

Notary Public, State of Florida

The funds to do so. I asked what other options I had available and was then directed to request a hearing to ask for permission to "demo" the structure. The historic board denied a demo permit. At this time the fines begin again and we ask again "how to become compliant" and we are offered the solution of an interior demo permit of the unpermitted work. We were able to complete the interior demo within a week of being issued a permit. Had this option been given to us at the beginning we would not have been out of compliance for such a long period of time while the fines grew to a whopping 3,840.00



OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 505 S. 8th St.

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

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

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

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

[Signature] 2-27-17 Lisa L. White
Signature of Owner or Representative Date Printed Name

COFP – APPLICATION PROCESS DETERMINATION

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

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

City Representative Date Printed Name

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

Rtqrgrtv{ #f gpv hlc vqpp

Site Address: 803 Parcel ID: 2410-709-0011- Account #: 23654 Sec/Town/Range:
 DELAWARE AVE 000-1 Use Type: 0100 10/35S/40E
 Map ID: 24/10S Zoning: C1 Jurisdiction: Fort Pierce

Q y pgtuj kx Ngicr# guctk vqpp
 Gary White OAKLAND PARK BLK 3 LOT 1 (MAP 24/10F) (OR 3085-
 Lisa White 742)
 1250 Shinn Rd
 Fort Pierce, FL 34945

Fwttgppv#K crwgu K kuvqt{ecr#K crwgu#50{gct

Just/Market:	Assessed:	Year	Just/Market	Assessed	Exemptions	Taxable
\$43,400	\$43,400	2016	\$43,400	\$43,400	\$0	\$43,400
Exemptions: \$0	Taxable: \$43,400	2015	\$43,700	\$43,700	\$0	\$43,700
		2014	\$43,500	\$43,500	\$0	\$43,500

Ucrg#K kuvqt{

Date	Book/Page	Sale Code	Deed	Grantor	Price
04-30-2009	3085 / 0742	0001	WD	Haugh,Leroy C	\$95,000
05-01-1978	0287 / 2348	XX00	CV		\$40,400
05-01-1974	0226 / 2908	XX00	CV		\$48,500

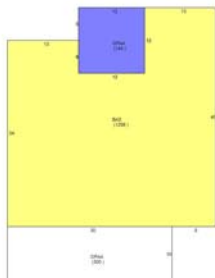
Rtlo ct{ #wrlfp i#p hto cvqpp
 Finished Area of this building: 1,298 SF
 Gross Area of this building: 1,742 SF

Exterior Data

View: Roof Cover: Metal Roof Structure: Hip Building Type: HD
 Year Built: 1925 Frame: Grade: D Effective Year: 1925
 Primary Wall: Wd Shingle Story Height: 1 Story No. Units: 1 Secondary Wall:

Interior Data

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



Vqvcn# dtgcu

Finished/Under Air (SF):	2,812
Gross Area (SF):	3,268
Land Size (acres):	0.16
Land Size (SF):	7,020
Total Building Count:	2

Urgekcr# fgcwrtgu#p f #l ctf #vgo u

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.
 © Copyright 2017 Saint Lucie County Property Appraiser. All rights reserved.

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: CODE ENFORCEMENT LIEN REDUCTION
505 S 8th Street, Ft. Pierce, FL

DATE: May 15, 2017

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 16-0324	\$3,800.00	\$0.00	\$40.00
TOTAL	\$3,800.00	\$0.00	\$40.00

CAN BE WAIVED (ALL COSTS)

\$3,840.00

City Commission Regular Meeting

10.h.

Meeting Date: 05/15/2017

Re: Approval of Restoring the Village OJJDP Grant Expenditure - Outreach Workers

Submitted For: Kenny Norris, Interim Chief of Police, Police Department

SUBJECT:

Approve the payment of \$45,000 to FrankCrum HR Outsourcing to cover personnel charges for the Restoring the Village Outreach workers in year one (2016-2017) as outlined in the grant award.

SUMMARY:

On behalf of the Restoring the Village Comprehensive Gang Model Program, the police department requests approval to pay FrankCrum HR Outsourcing for payroll charges associated with the programs Outreach Workers. The program's Outreach Workers are the individuals who are directly engaging with gang affiliated youth in the city of Fort Pierce. This represents the \$45,000 in the approved grant budget under the consultant line item to pay for these services.

RECOMMENDATION:

The Police Department recommends approval of this request.

ALTERNATIVES:

The alternative is to proceed with any revised instructions given by the Commission.

RESPONSIBLE STAFF:

Kenny Norris, Deputy Chief

COORDINATED WITH:

Anthony Maynard, Grant Coordinator

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
Account: 101-3005-521-3190
Amount: 45,000

FISCAL IMPACT:

The funding for this payment is coming from the OJJDP - Restoring the Village Comprehensive Gang Model grant, Project Code: DJ2016. The coding for the payment should be 101-3005-521-3190.

Attachments

Award Documents

Award Budget

Form Review

Inbox

Purchasing

Finance Department

City Manager

Form Started By: Anthony Maynard

Final Approval Date: 05/09/2017

Reviewed By

Tony Barnes

Johnna Morris

Nick Mimms

Date

05/03/2017 11:17 AM

05/08/2017 01:03 PM

05/09/2017 09:02 AM

Started On: 05/01/2017 04:05 PM



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 16, 2016

The Honorable Linda Hudson
City of Fort Pierce
920 South US Hwy US#1
P.O. Box 1149
Fort Pierce, FL 34954-1149

Dear Mayor Hudson:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Comprehensive Antigang Strategies and Programs in the amount of \$327,825 for City of Fort Pierce.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Kathy Mitchell, Program Manager at (202) 616-5176; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Karol V. Mason".

Karol Virginia Mason
Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 16, 2016

The Honorable Linda Hudson
City of Fort Pierce
920 South US Hwy US#1
P.O. Box 1149
Fort Pierce, FL 34954-1149

Dear Mayor Hudson:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

Grant

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Fort Pierce 920 South US Hwy US#1 P.O. Box 1149 Fort Pierce, FL 34954-1149		4. AWARD NUMBER: 2016-JV-FX-0002	
		5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2018	
		6. AWARD DATE 09/16/2016	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 596000349	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 122714744	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE Fort Pierce Comprehensive Gang Model planning and implementation program.		10. AMOUNT OF THIS AWARD \$ 327,825	
		11. TOTAL AWARD \$ 327,825	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(OJIDP - Gang and Youth Violence - other than TTA or research) Pub. L. No. 114-113; 129 Stat. 2242, 2309			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.544 - Youth Gang Prevention			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Linda Hudson Mayor, City of Fort Pierce	
17. SIGNATURE OF APPROVING OFFICIAL <i>Karol V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Linda Hudson</i>	19A. DATE 10/31/16
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X F JV 70 00 00 327825		21. RIVTGT0099	



U.S. Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET**
Grant

PAGE 2 OF 9

PROJECT NUMBER 2016-JV-FX-0002

AWARD DATE 09/16/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fints.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



U.S. Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 9

PROJECT NUMBER 2016-JV-FX-0002

AWARD DATE 09/16/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Grant



U.S. Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET**
Grant

PAGE 4 OF 9

PROJECT NUMBER 2016-JV-FX-0002

AWARD DATE 09/16/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

Just



U.S. Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2016-JV-FX-0002

AWARD DATE 09/16/2016

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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PROJECT NUMBER 2016-JV-FX-0002

AWARD DATE 09/16/2016

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

Scott



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AWARD DATE 09/16/2016

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

24. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

25. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.ncjrs.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.

26. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Scott



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AWARD DATE 09/16/2016

SPECIAL CONDITIONS

27. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
29. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

Just



U.S. Department of Justice

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Lou Ann Holland, OJJDP NEPA Coordinator

Subject: Categorical Exclusion for City of Fort Pierce

This award is made as part of the FY 2016 Comprehensive Antigang Strategies and Programs solicitation. Awards under this program will be used to provide funding for localities to enhance coordination of federal, state, and local resources in support of community partnerships implementing the following antigang programs: primary prevention, secondary prevention, gang intervention, and targeted gang enforcement. None of the following activities will be conducted either under this award or a related third party action:

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals, other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

LWH



U.S. Department of Justice
Office of Justice Programs
Office of Juvenile Justice and
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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2016-JV-FX-0002

PAGE 1 OF 1

This project is supported under FY16(OJJDP - Gang and Youth Violence - other than TTA or research) Pub. L. No. 114-113; 129 Stat. 2242, 2309

1. STAFF CONTACT (Name & telephone number)

Kathy Mitchell
(202) 616-5176

2. PROJECT DIRECTOR (Name, address & telephone number)

Frank J. Amandro
Deputy Chief of Police
920 South US Hwy 1
Fort Pierce, FL 34950
(772) 467-6807

3a. TITLE OF THE PROGRAM

OJJDP FY 16 Comprehensive Anti-Gang Strategies and Programs

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Fort Pierce Comprehensive Gang Model planning and implementation program.

5. NAME & ADDRESS OF GRANTEE

City of Fort Pierce
920 South US Hwy US#1 P.O. Box 1149
Fort Pierce, FL 34954-1149

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2018

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2018

9. AMOUNT OF AWARD

\$ 327,825

10. DATE OF AWARD

09/16/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

Youth gangs continue to have a significant adverse impact on youth, families, and communities across America. A growing number of communities have adopted OJJDP's Comprehensive Gang Model, a multistrategy, multidisciplinary approach that has proven to be effective in reducing gang activity. The fiscal year 2016 Comprehensive Antigang Strategies and Programs solicitation provides funding for localities to enhance coordination of federal, state, and local resources in support of community partnerships implementing the following antigang programs: primary prevention, secondary prevention, gang intervention, and targeted gang enforcement.

The city of Fort Pierce, Fort Pierce Police Department, Roundtable of St. Lucie County, Department of Juvenile Justice, and St. Lucie County School Board, in collaboration with other organizations, developed Restoring the Village Youth Initiative (RTVYI), a youth gang violence prevention, intervention, and suppression initiative based on OJJDP's Comprehensive Gang Model to address high rates of gang violence. More than 20 community partners, including municipalities, law

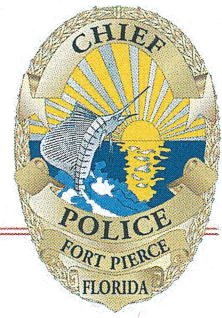
enforcement, health, employment, and social service providers, have signed on to support implementation of the program.

RTVYI began serving clients in September 2015 and currently engages a full-time program coordinator, three full-time outreach workers, and an intervention team of 13 multidisciplinary agencies. It serves approximately 40 gang members ages 16 to 24 in the Lincoln Park area. To date, 20 gang members who were either not attending school at all or were unemployed when recruited to the program have either resumed attending school, enrolled in GED classes, enrolled in job training with Career Source, and/or have started jobs through the program. Over the next 2 years, RTVYI will continue to implement the core strategies of the CGM—provision of opportunities, social intervention, suppression, community mobilization, and organizational change—and expects to reduce gang violence significantly, restore community trust in law enforcement, and increase delivery of services and opportunities to gang-involved youth and their families.

CA/NCF

CITY OF FORT PIERCE *Florida* Police Department

"In Honor We Serve"



Diane Hobley-Burney, Chief of Police

A. Personnel		
Name/Position	Computation	Cost
1) Program Coordinator (Year 1)	Average hourly rate: \$31.25/hour x 40 hours/week for 52 weeks = \$65,000.00	\$65,000.00
2) Program Coordinator (Year 2)	Average hourly rate: \$31.25/hour x 40 hours/week for 52 weeks = \$65,000.00	\$65,000.00
Total		\$130,000.00

- 1) The City requests a total of \$130,000 for a full-time Program Coordinator to work exclusively on the project during the grant period (months 1-24).

The Program Coordinator will oversee implementation of the Comprehensive Gang Model in Fort Pierce. The Program Coordinator will have a high level of understanding regarding Saint Lucie County, the City of Fort Pierce and the criminal justice, education and social service provider networks that serve city residents. The Program Coordinator will have, at minimum, a Bachelor's Degree, possess an understanding of the risk and protective factors that lead to gang involvement, understand data collection and analysis protocol, and be able to write grant proposals and develop resources for the program. The Program Coordinator will have primary responsibility for meeting grant obligations, interacting with funding agencies, developing resources with community partners, disseminating program results and fulfilling all reporting requirements. The Program Coordinator will coordinate all outreach and intervention services, trainings and programming, provide case management and track participation and progress of program youth. The Program Coordinator will work with the Research Partner to complete the assessment and evaluation. The Program Coordinator will work collaboratively with law enforcement, social service personnel, and street outreach workers to attain the milestones and goals outlined by the program.

The Program Coordinator was hired by the City of Fort Pierce and is supervised by the Director of the Roundtable of Saint Lucie County.

The salary is commensurate with the regular and customary rate for an individual with the requisite qualifications and expertise.

B. Fringe Benefits		
Name/Position	Computation	Cost
1) Benefits for the Program Director	FICA/Medicare: \$130,000 x 7.65% = \$9,945 Workman's Compensation: \$130,000 x 0.27% = \$351 Health Insurance: \$0	\$29,429.00

	Life Insurance: \$70.00 per year x 2 years = \$140	
	Dental Insurance: \$0	
	Retirement: \$130,000 x 14.61% = \$18,993	
Total		\$29,429.00

1) The City requests funding in the amount of \$29,429 to cover Fringe Benefits for the full-time Program Director including FICA/Medicare, Workman's Compensation, Retirement, and Life Insurance:

- FICA/Medicare: $\$13,950 \times 7.65\% = \$9,945$
- Workman's Compensation: $\$131,950 \times 0.27\% = \351
- Life Insurance: $\$70 \text{ per year} \times 2 \text{ years} = \140
- Retirement: $\$130,000 \times 14.61\% = \$18,993$

Fringe benefits were calculated based on City of Fort Pierce's Rates and Specifications.

C. Travel		
Name/Position	Computation	Cost
Total		\$0

D. Equipment		
Name/Position	Computation	Cost
Total		\$0

E. Supplies		
Name/Position	Computation	Cost
Total		\$0

F. Construction		
Name/Position	Computation	Cost
Total		\$0

G. Consultants/Contracts		
Name/Position	Computation	Cost
1) Police Officer Liaison to Restoring the Village Youth Initiative (.25 FTE)	Average hourly rate: \$21.03/hour x 10 hours/week for 52 weeks x 2 years = \$21,871	\$21,871
2) Contract with Dr. Katz to assist with review of gang assessment and program evaluation	1 contract @ \$49,821	\$49,821
3) Contract with the Roundtable for outreach workers to provide intervention services with 50 to 100 gang involved youth.	1 contract @ \$45,000 for Year 1 1 contract @ \$45,000 for Year 2	\$90,000
Total		\$139,821

- 1) The task force liaison will be a police officer who serves as a link between FPPD and RTVYI, and between FPPD and the community. The liaison officer will be responsible for representing FPPD on referral and intervention teams; ensuring FPPD management and officers are educated about and updated on RTVYI; briefing new hires, task force, tactical, patrol, and crime scene units on RTVYI; encouraging positive and professional relationships and collaboration between law enforcement and outreach workers; engaging fellow police officers in community mobilization efforts and gang prevention activities in Lincoln Park; working with crime analysts to obtain data needed for assessment and evaluation; and working with community stakeholders, particularly youth and young adults, to build positive community/police relationships (through focus groups, forums, listening sessions, community vents and mentorship opportunities between police and youth).
- 2) The City of Fort Pierce requests \$49,821 to contract with a research partner who will oversee the completion of the OJJDP recommended Community Gang Assessment, and act as principal investigator in developing a program evaluation framework for measuring the impacts and efficiency of the program, and develop procedures for data collection.

Dr. Charles Katz will serve as the research partner for the proposed project. He has substantial experience in serving as a research partner for violence reduction and gang intervention program, and has served as a federally funded research partner for: the Glendale Police Department BJA SMART policing initiative, Arizona and Nevada Project Safe Neighborhoods (PSN) projects, the Glendale and Scottsdale Police Department's problem-oriented policing initiatives, the Chandler Police Department zero-tolerance project, Phoenix TRUCE (i.e., CeaseFire), and the Mesa Police Departments Gang Intervention Project. Of importance to the proposed project, Dr. Katz has evaluated several research projects related to the implementation of gang intervention and suppression programs including a replication of Chicago CeaseFire program in Phoenix and Trinidad, a replication of the Boston Pulling Levers Program in Phoenix, and assessments of gang prevention and intervention programs in El Salvador. He serves an ad hoc advisor to the National Gang Center on matters related to gang assessments.

Dr. Katz will work cooperatively with RTVYI on the implementation, data collection, and analysis strategy and will serve as the principal investigator of the evaluation. Additionally, he will be responsible for supervising his staff on matters related to data analysis, take the lead on report writing, and serve as the primary liaison to RTVYI.

- 3) The City of Fort Pierce requests \$90,000 to provide outreach services to gang-involved youth for two years through a contract with the Roundtable of St. Lucie County. The Roundtable will hire and/or employ outreach workers and an outreach supervisor to reach out to gang involved youth and families and link them with needed services and mainstream institutions. The specific goals of the outreach worker program are to connect with gang involved youth in the target area of Fort Pierce, recruit and retain them as clients in RTVYI by providing access to resources, pro-social role modeling and encouragement.

Salary for one full time outreach worker is projected to be \$33,280 for one year (\$16/hr x 80 hrs x 26 pay periods), plus 15% (\$4492) for FICA, workers compensation insurance, unemployment insurance, vision and dental, for a total of \$38,272 per year.

Salary for one full time outreach supervisor is projected to be \$45,760 for one year (\$22/hr x 80 hrs x 26 pay periods), plus 15% (\$6864) for FICA, workers compensation insurance, unemployment insurance, vision and dental, for a total of \$52,624 per year.

The Roundtable will seek grant funds from other sources to cover additional costs of outreach team.

H. Other Costs		
Name/Position	Computation	Cost
1) Law Enforcement Training and Technical Assistance	\$6704	\$6,704
Total		\$6,704

- 4) Funds are requested to provide Training and Technical Assistance to law enforcement on matters relating to building community relationships, community policing, implicit bias, de-escalation, reducing community violence and gang investigations. The requested funding is to provide training via the Counter Gang and Violent Crime Initiative (or similar):

1. Force Science Institute Certification – Lead Officer
Tuition \$1,625.86, Lodging/Per Diem \$766.70 (Total Training Expense - \$2, 392.56)
2. Active Shooter Instructor Training – Lead Officer
Tuition \$984.86, Lodging/Per Diem \$766.70 (Total Training Expense - \$1, 742.56)
3. Advanced Street Crimes Training – Four Officers
Tuition \$1396.00, Lodging/Per Diem \$1,172.88 (Total Training Expense - \$2,568.88)

I. Indirect Costs		
Name/Position	Computation	Cost
Total		

Budget Summary	
Budget Category	Funding Requested
A. Personnel	\$130,000
B. Fringe Benefits	\$29,429
C. Travel	\$0
D. Equipment	\$0
E. Supplies	\$0
F. Construction	\$0
G. Consultants/Contracts	\$139,821
H. Other	\$28,575
Total Direct Costs	\$327,825
I. Indirect Costs	\$0
Total Project Costs	\$327,825

City Commission Regular Meeting

10.i.

Meeting Date: 05/15/2017

Re: Above Ground L.P. Tank for Michelle Steele

Submitted For: Paul Thomas, Interim Building Official, Building

SUBJECT:

Approval application by Amerigas to install an above ground L.P. Tank at 1230 Bonefish Ct.

SUMMARY:

Amerigas has requested a permit to install an above ground L.P. tank to service gas appliances at 1230 Bonefish Ct. City Commission approval is required per Section 7-20 of the City Ordinance.

RECOMMENDATION:

Approve the installation of the L.P. tank.

ALTERNATIVES:

Deny the installation of the L. P. tank.

RESPONSIBLE STAFF:

Paul Thomas, Interim Building Official

COORDINATED WITH:

Kristie Kirstein, Senior Permit Specialist

Fiscal Impact

OTHER INFORMATION:

A gain of \$210.25 to the Building Department Fund for permit and application fees.

Attachments

1230 Bonefish Ct

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	05/01/2017 10:56 AM
City Manager	Nick Mimms	05/09/2017 08:37 AM
Form Started By: Kristie Kirstein		Started On: 04/26/2017 03:10 PM
Final Approval Date: 05/09/2017		



**CITY OF FORT PIERCE, FLORIDA
BUILDING DEPARTMENT
APPLICATION FOR BUILDING PERMIT**
(772) 467-3529 or 467-3724 FAX (772) 467-3849

Permit # 17-1155
FBC 2014(5th edition)
PIN # 843495

*Property Address 1230 Bonefish Ct *Date 4/20/17 # of plans submitted _____ * # of CD's submitted _____
Parcel ID# 2401-622-000-000-0 Phone # (772) 370-8751 Fax # () _____
(Located on your tax bill) Email Address _____ Cell # () _____
*Owner Name Michelle Steele *Owner Address 1230 Bonefish Ct

Type of permit Gas tank and line *Valuation \$ 1,128.00
*Description of Work SET 200# DOT tank and line to new stove on outside wall.

Architect: _____ Phone() _____ Fax () _____

Email Address _____

Engineer: _____ Phone() _____ Fax () _____

Email Address _____

*CONTRACTOR/APPLICANT INFORMATION: City License # _____ State License # 02707

Company Name Amerigas Qualifier Larry Licastri

Address 3301 Oleander Ave City/State FT Pierce Zip 34982

Phone # (772) 465-7886 Fax # () _____ Cell # (772) 633-0740

Email Address _____

SUBCONTRACTORS: See Subcontractor Verification Sheet. It may be Required to accompany this application

Occupancy SF Construction Type _____ # of Units _____ # of Stories _____
Sq. Ft. Conditioned Space _____ Total Sq. Ft. _____

Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)

AEG Yes No

If Yes, the applicant must include certified elevation information on a FEMA NFIP Elevation Certificate.

I understand that no building may be occupied until a Certificate of Occupancy/Certificate of Completion has been issued after final inspection by the Building Department and full compliance with the building code, city and state ordinances and other applicable rules and regulations. I am also verifying that all sets of plans submitted are identical.

Signature of Applicant [Signature]

Signature of Property Owner _____

State of Florida, County of St. Lucie

State of Florida, County of _____

Affirmed to and subscribed before me this 21st of

Affirmed to and subscribed before me this _____ of

April, 2017, by Larry Licastri
personally known to me or who has produced
as identification. _____

20____, by _____
personally known to me or who has produced
as identification. _____

Notary Signature: [Signature]

Notary Signature: _____

Notary (print name) Amber L Diaz

Notary (print name) _____

Construction documents must accompany this application. The Florida energy code submitted becomes an integral part of this plan and must pass final inspection. "Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public record of this county, and there may be additional permits required from other governmental entities such as waste management district, state agencies, or federal agencies." SIGNATURE OF THE APPLICANT MUST BE NOTARIZED. If owner builder, applicant must sign in person. BUILDING PERMIT includes: Building, Electrical, Plumbing, Mechanical, and Sewer only. All other trades require separate permits.

***Required Information**

Asbestos compliance: It is the owner's or operator's responsibility to comply with section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

OFFICE USE ONLY

FEES: * See the break Down Fee Sheet

Total Fees Due \$ _____

PF 100.00
PL 75.00
AT 15.00
SC 5.25

Remarks _____

Reviewed by _____ Date FINAL CHECK _____ Date _____

**RECEIVED
APR 24 2017
Building Department**

AMBER L DIAZ
MY COMMISSION # FF956145
EXPIRES February 01, 2020
Florida Notary Services.com
(407) 398 0153

Sheet 2 of 4 (Survey Related Data) - See Sheet 3 of 4 for Legal Description, Certifications, Property and other Survey related data. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS



SCALE: 1" = 30'

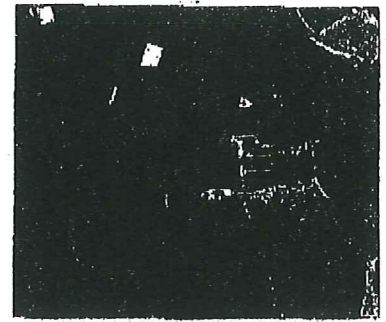
LINE TYPE LEGEND:

	BOUNDARY LINE
	BUILDING LINE
	CENTERLINE
	EASEMENT LINE
	CHAIN LINK FENCE
	WOODEN FENCE
	OVERHEAD CABLE

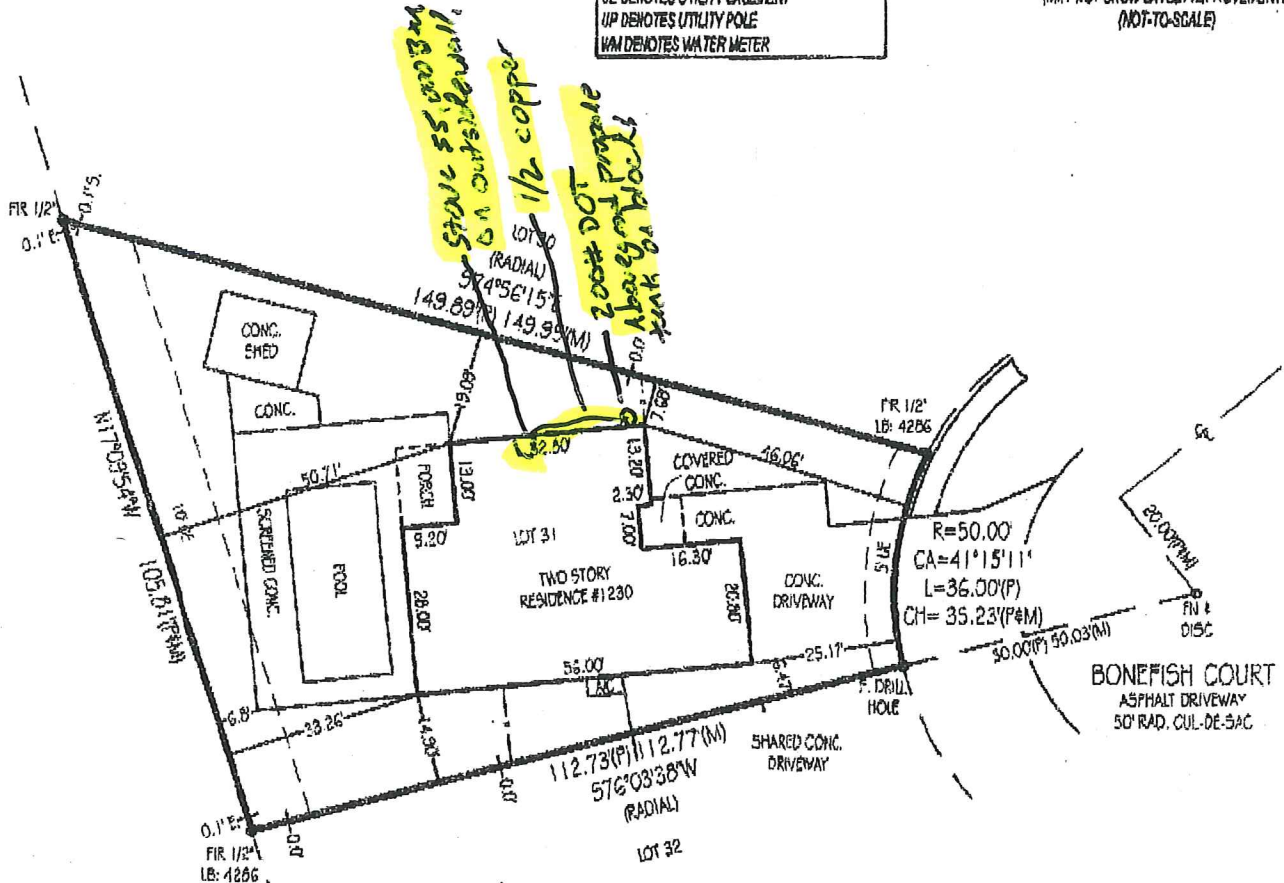
ENCROACHMENTS SHOWN IN RED LETTERING

LEGEND:

CA DENOTES CENTRAL ANGLE
 CATV DENOTES CABLE T.V. BOX
 CH DENOTES CHORD DISTANCE
 DE DENOTES DRAINAGE EASEMENT
 FIP DENOTES FOUND IRON PIPE
 FIR DENOTES FOUND IRON ROD
 FN DENOTES FOUND NAIL
 M DENOTES MEASURED
 OHC DENOTES OVERHEAD CABLE
 P DENOTES PLAT
 PP DENOTES POOL PUMP
 R DENOTES RADIIUS
 TR DENOTES TELEPHONE RISER
 UE DENOTES UTILITY EASEMENT
 UP DENOTES UTILITY POLE
 WM DENOTES WATER METER



AERIAL PHOTOGRAPH
(MAY NOT SHOW LATEST IMPROVEMENTS)
(NOT-TO-SCALE)



PLEASE NOTE:

SUBJECT PROPERTY IS SERVICED BY PUBLIC UTILITIES.

Adverse Conditions - Please note the following:

- Some or all of the Platted 10'-0\"/>

- Please refer to the West Sheet.

BEARING REFERENCE: WEST LINE OF PLAT AS N. 17°09'54\"/>

Landtec Surveying offers services throughout the State of Florida. Please refer to our website at www.LandtecSurvey.com for up to date information about our locations and coverage area.

This survey has been issued by the following Landtec Surveying office:

21000 Boca Rio Road - Ste. A12
 Boca Raton, FL. 33433
 Office: (561) 367-3587 Fax: (561) 465-3145
www.LandtecSurvey.com

Invoice Number:
Drawn By: C. Pereira
Date of Field Work:
Revision:
Revision:
Revision:

LANDTEC

LAND SURVEYING - RESIDENTIAL SERVICES
 Proudly Serving Florida's Land Title & Real Estate Industries

Table 15.1(f) Pipe Sizing Between First-Stage and Second-Stage Regulators: Outside Diameter Copper Tubing, Type K

		Gas: Undiluted Propane			
		Inlet Pressure: 10.0 psi			
		Pressure Drop: 1.0 psi			
		Specific Gravity: 1.52			
Tubing Length (ft)	3/8 in. 0.305	1/2 in. 0.402	5/8 in. 0.527	3/4 in. 0.652	7/8 in. 0.745
30	284	587	1193	2085	2959
40	243	502	1021	1785	2532
50	216	445	905	1582	2244
60	195	403	820	1433	2033
70	180	371	754	1319	1871
80	167	345	702	1227	1740
90	157	374	659	1151	1633
100	148	306	622	1087	1542
150	119	246	500	873	1239
200	102	210	428	747	1060
250	90	186	379	662	940
300	82	169	343	600	851
350	75	155	316	552	783
400	70	144	294	514	729
450	66	136	276	482	654
500	62	128	260	455	646
600	56	116	236	412	585
700	52	107	217	379	538
800	48	99	202	353	501
900	45	93	189	331	470
1000	43	88	179	313	444
1500	34	71	144	251	356
2000	29	60	123	215	305

Notes:

- (1) Capacities are in 1000 Btu/hr.
- (2) To convert to capacities at a gauge pressure of 5 psi setting with 10 percent (0.5 psi) pressure drop, multiply values by 0.606. To convert to capacities at a gauge pressure of 15 psi setting with 10 percent (1.5 psi) pressure drop, multiply values by 1.380.

Table 15.1(g) Copper Tube Sizing Between Second-Stage Regulator and Appliance: Outside Diameter Copper Tubing, Type K

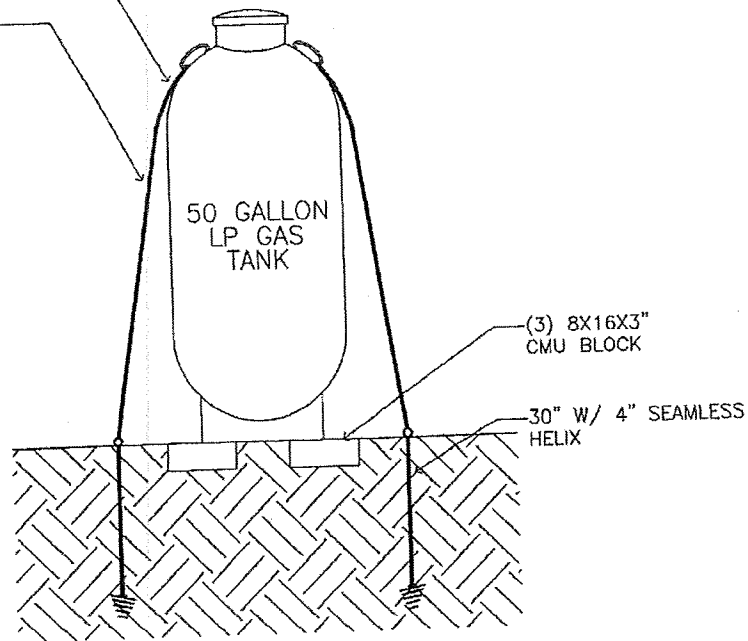
		Gas: Undiluted Propane			
		Inlet Pressure: 11 in. w.c.			
		Pressure Drop: 0.5 in.			
		Specific Gravity: 1.52			
Tubing Length (ft)	3/8 in. 0.305	1/2 in. 0.402	5/8 in. 0.527	3/4 in. 0.652	7/8 in. 0.745
10	45	93	188	329	467
20	31	64	129	226	321
30	25	51	104	182	258
40	21	44	89	156	221
50	19	39	79	138	196
60	17	35	71	125	177
80	15	30	61	107	152
100	13	27	54	95	134
125	11	24	48	84	119
150	10	21	44	76	108
200	9	18	37	65	92
250	8	16	33	58	82
300	7	15	30	52	74
350	7	14	28	48	68
400	6	13	26	45	63

Note: Capacities are in 1000 Btu/hr.

Extra Copy

(2) LAYERS OF 30# FELT BETWEEN STRAP AND TANK

1/8" GALV. CABLE W/ (2) HDG CLAMPS TO ANCHOR (PULLED TIGHT)



GENERAL NOTES:

1. HELICAL ANCHORS SHALL HAVE AN ALLOWABLE PULL-OUT CAPACITY OF 400#. ANCHORS SHALL BE INSTALLED PER ANCHOR MANUFACTURER TO ACHIEVE STATED LOAD CAPACITY. CAPACITY VARIES WITH SOIL TYPE. VERIFY ANCHOR CAPACITY WITH SOIL TYPE ENCOUNTERED.
2. CHECK FOR UNDERGROUND UTILITIES PRIOR TO ANCHOR INSTALLATION
3. LOCATION OF TANK RELATIVE TO ADJACENT STRUCTURES AND FEATURES IS DEPENDENT UPON LOCAL CODES AND IS THE RESPONSIBILITY OF OTHERS.
4. THE TANK AS SHOWN HAS BEEN DESIGNED TO PREVENT FLOTATION, COLLAPSE, OR LATERAL MOVEMENT DURING THE BASE

CRITERIA

-- "D"; GCpi N/A; Cf = 0.6



City Commission Regular Meeting

11.a.

Meeting Date: 05/15/2017

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 (postponed from April 17, 2017 meeting)

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

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
Proof of Publication
Admin Process
Analysis
Hearing Summary

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: 04/20/2017		

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 ~~52~~, 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 bearing 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)

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	1560325	Meetings: ORD 17-017	Meetings (2)

Pub Dates
April 7, 2017

Sworn to and subscribed before me this day of April 06, 2017, by

Sherri Cipriani, who is
Sherri Cipriani

(X) personally known to me or

() who has produced _____ as identification.

Linda Joyce Klein
Linda Joyce Klein

Notary Public



Public Notices

BEFORE THE BOARD OF ZONING ADJUSTMENT MARTIN COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING

Subject: Request for a variance by Scott Pettigrew and Katherine Pettigrew to reduce the setback requirements of Article 3, Zoning Districts, Land Development Regulations, Martin County Code for the R-2 Single-Family Residential District to permit the existing encroachment into the west side yard subject lot located at 875 SW Rustic Circle, Stuart, Florida.

Legal Description: A full legal description is available from the Martin County Growth Management Department.

Time and Date: 7:00 P.M., or as soon after as the matter may be heard, on Thursday, April 27, 2017.

Place: Martin County Administrative Center 2401 S.E. Monterey Road Stuart, Florida

All interested persons are invited to attend and be heard. Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of such accommodations. This does not include transportation to and from the meeting. Please contact the Office of the County Administrator at (772) 221-2360, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. This notification can be reproduced in an alternative format upon request by contacting the Office of the ADA Coordinator at (772) 221-1395. Persons using a TDD device, please call 711 Florida Relay Services.

When attending a public hearing, a member of the public may speak during the public comment portion of a public hearing. A person may also participate in the public meeting as an intervenor. An intervenor may ask questions of the staff, applicant and give testimony on the subject of the public hearing. In order to be an intervenor, a person must qualify to receive mailed notice of the subject application in accordance with Section 10.6, Land Development Regulations, Martin County Code. In addition, an intervenor must file a form of intent with the County Administrator not less than 7 days prior to the BOZA meeting. No fee will be assessed on an intervenor if the intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of a board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, must ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Nikki van Vonna, Growth Management Director, (e-mail: nikkiv@martin.fl.us) or 2401 S.E. Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department. THIS NOTICE DATED THIS 3RD DAY OF APRIL 2017. Pub: April 7, 2017 TCN 1558461

CITY OF FORT PIERCE

NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will on Monday, April 17, 2017 and Monday, May 1, 2017, at their meetings which begin at 6:30 p.m., hold Public Hearings on the enactment of the proposed ordinance on first and second readings respectively, in the City Hall Commission Chambers, 100 North

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U.S. Highway #1, Fort Pierce, Florida; said ordinance entitled:

ORDINANCE NO. 17-017

AN ORDINANCE AMENDING THE PROVISIONS OF THE FORT PIERCE CODE OF ORDINANCES, 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 XXII.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 III, SECTION 9-371(a); CHAPTER 11.5, ARTICLE I, SECTION 11.5-1; CHAPTER 11.5, ARTICLE II, SECTIONS 11.5-28(b) AND 11.5-29; CHAPTER 16, ARTICLE III, SECTIONS 16-31, 16-54, AND 16-55(b); CHAPTER 17, ARTICLE XII, DIVISION I, SECTION 17-1; AND CHAPTER 23, ARTICLE VII, DIVISION 1, SECTION 23-1(b) BY DELETING REFERENCES TO THE CODE ENFORCEMENT BOARD AND SUBSTITUTING THEREIN THE SPECIAL MAGISTRATE; AMENDING CHAPTER 7, ARTICLE III, SECTION 7-33; CHAPTER 9, ARTICLE II, SECTION 9-2; CHAPTER 10, ARTICLE III, SECTIONS 10-305(a) (11), 10-306(b), 10-307(d), 10-307(f); AND CHAPTER 17, ARTICLE III, SECTION 17-1; 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.

All interested parties may appear at the Public Hearings and be heard with respect to the proposed ordinance. Said proposed ordinance 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 Clerk advises you that if you or another person decide to appeal any decision made by the City Commission on or after the date of the proposed ordinance, you must file 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 includes the testimony and evidence upon which the appeal is to be based. In accordance with the American with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations 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: April 7, 2017 TCN 1560325

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 17-01X, 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 Fees) 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 second of two public hearings will be held before the Board of County Commissioners on Tuesday, the 18th day of April 2017 at 9:00 am., or as soon thereafter as the matter may be heard in the St. Lucie County Commission Chambers at the St. Lucie County Administration Building, 20 Virginia Avenue, Fort Pierce, Florida. The first public hearing was held on April 4, 2017. The hearing, if continued from time to time as may be necessary. Matters affecting your personal and property rights may be

Public Notices

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, for such purpose, must 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 download from any individual testifying during a hearing upon request.

Any person 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 AMENDING ARTICLE III, CHAPTER 24, FIRE/EMS PROTECTION IMPACT FEE, ST. LUCIE COUNTY, FLORIDA, BY AMENDING SECTIONS 24-55, COMPUTATION OF THE AMOUNT OF FIRE/EMS PROTECTION IMPACT FEES TO ADJUST THE FEE; 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 AND THE DEPARTMENT OF REVENUE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR ADDITION; AND PROVIDING FOR CODIFICATION.

THIS NOTICE EXECUTED and dated this 7th day of April 2017.

Submitted by: Daniel S. McIntyre County Attorney Pub: April 7, 2017 TCN 1541288

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 (Fort 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 Leah, 10 Tenth Street, NW, Suite 800, Atlanta, Georgia 30309-3849) not later than April 25, 2017. The non-consent 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

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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: April 7, 2017 TCN 1546495

Request for Bids

REQUEST FOR BID (RFB) 2017-2947

Martin County Board of County Commissioners Purchasing Division 2401 S.E. Monterey Road Stuart, Florida 34996 (772) 288-5481 Email: pur_div@martin.fl.us www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

KANNER HWY UTILITY ADJUSTMENTS PHASE 2

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, May 3, 2017. The basic bid document is available at www.martin.fl.us. Type "bids" in the Search field then click on Bid Search.

The complete bid document may be downloaded from www.demandstar.com. Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida. Pub: April 7, 2017 TCN 1558470

CITY OF FORT PIERCE

FORT PIERCE, FLORIDA

BID NO. 2017-010

Sealed bids will be received by the City of Fort Pierce, Florida, in the Purchasing Department, until:

3:00 PM, TUESDAY, APRIL 18, 2017

for furnishing:

CITY PARK RESTROOM CLEANING

In accordance with detailed specifications available upon request in the Purchasing Department, City Hall, 100 N. U.S. 1, Fort Pierce, Florida. Copies of the documents are available electronically from the Procurement Department by e-mail request to biddesk@city-fortpierce.com or on the web site of DemandStar.com (www.demandstar.com) and the City of Fort Pierce Purchasing web site (www.cityoffortpierce.com). The City of Fort Pierce encourages Minority/Women Business Enterprise participation.

CITY OF FORT PIERCE Gelecia Carter, MPA Purchasing Manager Pub: March 31, April 7, 2017 TCN 1546692

Real Estate Sales

Homes For Sale

CENTRAL BEACH ABSOLUTE AUCTION!

500 Acacia Road

4BR/3BA Home 2,144 sq ft of living space

In-law suite Vaulted pecky cypress ceilings Corner triple lot (.46 acre) Walking distance to beach, school, theater Delightfully furnished!

To be Auctioned to the highest bidder REGARDLESS OF PRICE!

Sun, April 8th @ 11:00 AM Preview @ 10 AM or by Appt RennickAuctions.com

772-562-5015

Homes For Sale

GARDEN GROVE AUCTION!

254 Hawthorne Lane

3BR/2BA Lakefront Home Concrete block 1,703 sq ft of living space All appliances included 2 car garage

Sat, April 8th @ 4 PM Preview @ 3 PM or by Appt

RennickAuctions.com

772-562-5015

INDIAN TRAILS AUCTION!

700 Canoe Trail

Exquisite 4BR/3.5BA Pool Home 5,247 sq ft of living space 3 car garage

Estate corner (.84 acre) lot Waterfall and stream. Marina. Gated, guarded community. Borders Intracoastal Waterway

Sun, April 9th @ 2:00 PM Preview @ 1 PM or by Appt RennickAuctions.com

Rennick REALTORS & AUCTIONEERS

772-562-5015

STUART SINGLE FAMILY HOME

Don't miss your chance to live in this highly sought after neighborhood of Oak Hammocks. The house sits on .79 acre with a great fenced backyard. This house offers a 3 car garage, 2.5 bathroom, lift, open floor plan, nice deck off the master bedroom to sit and enjoy the peacefulness of the neighborhood, granite counter tops in kitchen, a concrete RV pad with 30 AMP RV service, wood floors on the second floor, fireplace and screen patio off the living area. MLS #RX-10315697 \$392,000.00 Call to see this house. Realty Group Christine Matos (772)215-3586

ST. LUCIE WEST - Delightful location, near lake, shops, pool, 2.2, \$38,500 Call 772-873-1624 WEB 1565514

STUART - MOTIVATED! 2 bd/2ba New paint, carpet, baths, 55+ Friendly social clubhouse. Pool, Boat docks, Ocean access, \$99,500. Call 305-900-7557 For Showing! WEB ID 1533259

STUART Updated 2bd/2ba 55+ No pets. New cabinets, SS appls, granite counter tops, updated bathtms, new flrs, fresh paint. Steps to pool, clubhouse, \$99,000, Rob 631-880-1074 WEB ID 1530157

VERO BEACH Lake In Woods, 1st flr, updated 2/2, new a/c, approx 1/2 ac lot. Call 772-713-3246 Jeanne, Caldwell Banker WEB ID 1551009

Vacation Property CHARMING HOME for Summer Rental on Dorset Green across from Dorset Field Club, Dorset, VT. 4bd/3.5ba, W/D, central air, wifi, flat screen & porch. Overlooking manicured garden. Aisle 203-570-8801 WEBID 1550322

Farms & Acreage NORTH FLORIDA LAND 3.110 acres in Jefferson County, Wooded with ponds ideal for fishing and hunting 5789/acre. Contact Pat Duane at 352-867-8018

Manufactured Homes STUART - 2BD/2BA, Florida, glass screened rm, stone patio on lake, \$19,000, 772-465-3094 Web ID 1547769

FORT PIERCE - Golden Ponds 2BR 2BD/2BA, 2 beautifully enclosed porches - 1 glassed w/AC & 1 screened, carport & utility shed. Nice Home!! \$16,000; Call (772) 828-1029 WEB ID 1538437

Manufactured Homes

FI Pierce Tanglewood Mobile Home Sales Inc.

Brand New 2017 3/2 16'x66' New York 1996 3/2 16'x66' Call 772-882-4237 for pricing. Inhouse Finc Avail to Qual Buyers. All age Family Comm www.TanglewoodMHP.com

HOBE SOUND 8234 SE Sandy Lane. 3/2 Doublewide, updated kitchen, inside laundry room, Fl rm, carport, incl appls, W/D, furn, sprinkler sys, new storage shed. Own your own land. Optional HOA Pool & Clubhouse. FSBO. (814)964-8713 WEB ID 1546016

For Sale By Owner

FT. PIERCE - For Sale by Owner Financing, Bad Credit/No Co-Signers. Only requires 10% down. Close 10 days. Large 3/3.5/2, 18' ceilings in great room w/fireplace. Corner lot. \$200,000. Approx \$1,360 month. Call 772-538-1935 WEB ID 1561460

HOBE SOUND - YOU WILL LOVE IT!

7770 SE Double-Tree Dr., Lovely lakeview, 4 bedrooms, 3 bath, 2,541sq. ft. Price: \$615,000.00. Open House: call 772-463 9424 WEB ID 1544639

Real Estate Rentals

Apartment - Furnished

FORT PIERCE - Large 1 bdrm/1 1/2 bath. Separate Kitchen and Bathroom. Furnished, all util. Satellite TV. Great Location. Lease required. No pets. Call 772-971-3852 Web ID 1552752

FORT PIERCE - on the Lagoon. 1BD/1BA. AC. W/D. Quiet area. No Pets. No Smoke. \$750mo + Dep 772-215-9564

PALM CITY 1bd/1ba fully furnished. On Bessey Creek \$1475/mo. Pool, util incl. upto 55 Elec. Avail April 1. Refs. \$750 Deposit. No Pets. 772-260-2071 WEB ID 1525558

PORT ST. LUCIE - 1BR, LR, SR, apt, on the water, pets, boat, quiet person, no smoking. Private entrance, \$975/mo free utilities. 772-777-3250 WEB ID 1523606

SEBASTIAN - 1/1. Beautiful Cottage, util inc, no lease, \$299/wkly special if stay one mo. or more. Indian River. No Smoking. 772-321-3202 WEB ID 1554605

Apartment - Unfurn.

FORT PIERCE 1BR/1BA 2BR/2.5BA www.CortexVillage.net (772) 466-1505 WEB ID 1518308

STUART - France Apts. 524 SW St. Lucie Crescent, 1/1 call Sue First & Security 772-208-7056 WEB ID 1537119

WHITE CITY Townhome Community

2 Bedroom, Pool 772-466-0091 www.WeatherbeeTownhomes.net WEB ID 1518313

Homes Unfurnished

PALM CITY - Martin Downs Crane Creek, 3/2/1 car, new apt, no smoking, \$1700/mo Deposit, FL 305)323-7640 Web id #1539642

PSL HOUSE - 3BR, PSL-3/2/2 Den, Large kitchen, Tile floors, New Int/Ext paint, fenced yard, lawn care incl. City H2O, No pets. \$1400/mo. F&S (772)336-3631 WEB ID 1533869

VERO BEACH - Kings Lake 3BD/3BA/2CG, 2100 sq ft, approx 1/2 acre lot. All appls incl W/D, new carpeting, \$16000 incl lawn scrv. (772) 696-2432 Web id 1541223

WHITE CITY Newly renovated 2900 sqft, lg 3bd/2ba, lg LR & den, new appls & windows. Tile thruout, lg storage shed, fenced, includes lawn service \$1500/mo+last & sec. 772-260-3185. Web 1553732

Condos Furnished

STUART - South River 1/1, W/D, covered parking, 1st floor, near pool + clubhouse 55+. No pets. No smoking. \$800 mo. yearly lease. 772-286-5458 WEB ID 1540798

VERO BEACH - DelMar, Ocean Front Complex, OFF SEASON Rental, near pool + clubhouse 3/mo min. No pets/smoke, upgraded, available April 15th- Nov. negotiable call or text 772-321-7707 # 1546138

Ad Number: 1560325 Insertion Number: N/A Size: 1 Col x 120 ag Color Type: N/A

Advertiser: City of Fort Pierce Agency: N/A Section-Page-Zone(s): E-6-All Description: Meetings: ORD 17-017



Table with 6 columns of Auto Dealer Directory ads for various car models like WALLACE CHRYSLER, GATOR CHRYSLER, WALLACE DODGE, VELDE FORD, WALLACE HYUNDAI, WALLACE JEEP, VERO BEACH JEEP, WALLACE LINCOLN MERCURY, WALLACE MAZDA, WALLACE NISSAN, GRIECO NISSAN, WALLACE VOLKSWAGEN, WALLACE VOLVO.



Administration of a Code Enforcement Hearing

1. The Code Officer prepares a case for hearing by creating an item in Agenda Quick and forwarding it to the Code Enforcement Clerk.
 - a. Standard procedure is to assign the case to the next available hearing, with several exceptions.
 - b. Due to recent code changes, all citations – code enforcement, animal control, parking and alarm violations – are scheduled before the Special Magistrate.
 - c. Any case in which we receive a notice to appear from an attorney is scheduled before a Special Magistrate.
 - d. For consistency due to recent legal challenges, all short term rentals are scheduled before Special Magistrate Ross.
 - e. Any special cases that require a special hearing and usually involve intense legal issues are placed before a Special Magistrate.
 - f. TIME REQUIRED – Approximately 10 minutes per case.
2. The Code Enforcement Clerk takes the following actions:
 - a. Send out Notice of Hearing:
 - i. Check public records to ensure the property has not been sold nor had foreclosure action initiated since the start of the case.
 - ii. Print out the Notice of Hearing, which is mailed certified mail, along with a copy of the original Notice of Violation to the property owner and all interested parties.
 - iii. TIME REQUIRED: Approximately 15 minutes per case.
 - b. 10 days prior to the hearing, if the green card is not returned signed, postings are prepared.
 - i. A notice of posting is printed, signed by the Code Officer and notarized by the Code Enforcement Clerk.
 1. The signed notice and copy of the original Notice of Violation is placed in a plastic bag and posted at the property.
 2. A copy of the signed notice and copy of the Notice of Violation is posted in the lobby of City Hall.
 3. A copy of the signed notice is placed in the file.
 - ii. A notice of mailing is printed, signed by the Code Officer and notarized by the Code Enforcement Clerk.
 1. The signed notice and a copy of the original Notice of Violation is mailed regular mail to the property owner and all interested parties.

2. A copy of the signed notice is placed in the file.
 - iii. TIME REQUIRED: Approximately 15 minutes per case.
3. 1 week prior to the hearing, the Code Enforcement Manager reviews all cases scheduled for hearing and approves agenda.
 - a. TIME REQUIRED: Approximately 30 – 45 minutes.
4. The Thursday before the hearing, the Code Enforcement Clerk finalizes the agenda and publishes it via Agenda Quick.
 - a. TIME REQUIRED: Approximately 5 minutes per case to review for spelling, completeness and formatting.
5. The day before the hearing staff meets to review the cases scheduled for hearing:
 - a. For Special Magistrate hearings, Assistant City Attorney Iola Mosley attends the pre-hearing meeting and reviews all the case files.
 - b. For Code Enforcement Board, there is no legal review – staff only.
 - c. Cases that have complied prior to the hearing are identified.
 - d. TIME REQUIRED: Approximately 1 hour.
6. Hearing Day
 - a. Staff prepares chambers and meets with respondents prior to the hearing in an attempt to have a stipulation signed or to review the hearing procedures.
 - i. TIME REQUIRED: Approximately 20 minutes.
 - b. Special Magistrate Blandino's average time (including special hearings) per case: 7.51 minutes per case.
 - c. Special Magistrate Ross's average time (including special hearings) per case: 13.86 minutes per case.
 - d. Code Enforcement Board's average time (including Board discussion time) per case: 19.33 minutes per case.
 - i. TIME REQUIRED: Please refer to the attached chart showing average number of cases and time required per hearing.
7. Code Enforcement Clerk prepares Orders for signature
 - a. TIME REQUIRED – Average 10 minutes per case.
8. Code Enforcement Clerk types the minutes
 - a. TIME REQUIRED – Varies greatly – Summary minutes are typed. Estimate the time of the hearing plus 1 hour, which includes any playback, review, formatting by the Code Enforcement Clerk and review and correction by the Code Compliance Manager.



Analysis of Special Magistrate and Code Enforcement Board

Compensation:

- The Special Magistrates are compensated at \$95 / hour with a minimum of one (1) hour per hearing. In 2016, Special Magistrate Blandino was compensated \$1,425.00 and Special Magistrate Ross was compensated \$2,256.25.
- The Code Enforcement Board voluntarily rejected the \$10 per meeting stipend several years ago. There is no cost for Board members.

Copy & Legal costs:

- Since the inception of Agenda Quick, there are no real copy costs associated with either the CEB or SM. They are each provided with a paper copy of the agenda only.
- With legal counsel now being an in-house service, there are no legal costs associated with either the CEB or SM. However, their time is now included under “staff time”.

Staff time and costs:

(Details provided in the attached Administration of a Code Enforcement Hearing and Code Hearing – Detailed Breakdown)

- Preparing a single case for hearing takes approximately 40 minutes.
- Preparing for a hearing takes staff approximately 3 hours.
- The actual hearing time varies from 30 minutes to 3.5 hours based upon the nature of the cases presented.
- Post hearing administration time also varies greatly based upon the hearing.

Interpretation and Application of City Code:

- The Special Magistrates are both attorneys and are able to apply both local and state laws with reasonable knowledge and certainty.
- Members of the Code Board are citizens with little or no legal background and often require the assistance of the City Attorney to properly understand the Codes as they apply.
- The Special Magistrates are both local residents with local businesses and clearly understand the dynamics, demographics and needs of the citizens and will enforce the code fairly while considering these extenuating circumstances.
- The Code Board is also comprised of local residents with local businesses and clearly understands the dynamics, demographics and needs of the citizens. However, we have seen on multiple occasions where personal feelings and group dynamics have determined enforcement instead of fair enforcement of the code.

Use of Legal Counsel:

- An Assistant City Attorney is provided to assist the Code staff in presenting cases before the Special Magistrate. She ensures our cases have legal grounds to move forward, are in proper form and provides needed guidance. Additionally, the City Attorney assists by presenting cases in which opposing counsel is present and / or cases with complex legal issues, increasing the City's chance to prevail in higher courts.
- An Assistant City Attorney is provided to the Code Board but not to staff. Code Officers are required to present cases before the Board without any legal advice or guidance.

Impact to staff if Code Board is eliminated:

- The number of hearings will be reduced to two hearings per month instead of three.
 - Currently hearing notices for one hearing overlap the time frame when postings must be done for another hearing. These are required steps in a respondent's due process and failure to comply results in the hearing being postponed. By removing the Code Board hearing, this overlap in time is removed.
 - While the time it takes to prepare a case for hearing is the same for the Special Magistrate as the Code Board, and the number of cases will not decrease but merely be divided among the two Special Magistrates, it becomes more efficient to do this task two days a month rather than three.
- There are more cases processed in less time, with higher legal efficiency and with equal caring and consideration through the Special Magistrate than through the Code Board and staff time (including the Legal Department) would be positively impacted.

Code Hearings - Detailed Breakdown

Hearing Date	Hearing Officer	# of regular cases scheduled	# of Massey hearings scheduled	# of lien reductions scheduled	# of other hearings scheduled	# of cases w/o testimony requiring determination	# of cases with testimony	Special Notes	Length of hearing	
1/06/2016	Special Magistrate Blandino	15	0	0	0	4	5		30 mins	
3/02/2016		10	4	2	1	1	12		1 hr	
4/06/2016		12	0	1	0	4	8	Hollander (short term rentals) hearing w/ attorney present	1 hr 30 mins	
5/04/2016		11	0	2	2	0	9		30 mins	
6/01/2016		17	1	0	4	9	6		40 mins	
9/07/2016		12	3	0	3	3	9		1 hr 15 mins	
10/05/2016		0	0	0	0	0	0	Hurricane Matthew - all cases rescheduled for November	0	
11/02/2016		15	4	1	3	4	11		1 hr	
12/07/2016		8	4	2	1	5	6		50 mins	
SM Blandino Total		100	16	8	14	30	66		7 hrs 15 mins	
SM Blandino Avg.		11.11	1.78	0.89	1.56	3.33	7.33		55 mins	
1/13/2016	Code Enforcement Board	11	0	0	0	6	1		40 mins	
2/10/2016		7	0	1	0	1	4		1 hr 10 mins	
3/9/2016		13	0	1	0	5	6	Approx. 30 mins at end of meeting for discussion on suggested improvements	2 hr 5 mins	
5/11/2016		6	0	0	0	2	1	Approx. 20 mins at end of meeting for discussion on Fast track	1 hr 5 mins	
6/08/2016		12	0	1	0	6	4		45 mins	
8/10/2016		16	2	0	0	11	5		1 hr 10 mins	
9/14/2016		10	0	0	0	5	2	Approx. 10 mins at end of meeting disussion with Jim Messer	1 hr 10 mins	
11/09/2016		11	2	2	0	3	8		2 hrs	
CEB Totals		86	4	5	0	39	31		10 hrs	
CEB Avg.		10.75	0.50	0.63	0.00	4.88	3.88		1 hr 15 mins	
1/20/2016	Special Magistrate Ross	7	4	1	0	4	4		55 mins	
2/03/2016		15	1	0	1	7	8	Filled in for SM Blandino	40 mins	
2/17/2016		8	1	1	0	5	3		20 mins	
3/16/2016		8	0	0	1	4	5		20 mins	
4/13/2016		5	0	0	0	2	1		15 mins	
4/20/2016		12	0	0	0	4	5		30 mins	
5/18/2016		13	0	2	0	3	3		25 mins	
6/15/2016		18	0	0	0	7	3	3 cases w/ testimony were for short term rentals w/ attorney present for 2 cases	3 hrs 35 mins	
7/20/2016		13	3	1	1	9	8		45 mins	
8/03/2016		14	1	0	0	2	4	Filled in for SM Blandino	30 mins	
8/17/2016		13	3	0	0	2	7		45 mins	
9/21/2016		14	1	0	0	4	3		45 mins	
10/19/2016		9	3	0	0	1	4		1 hr 10 min	
11/1/2016		1	0	0	0	0	1	Special called hearing - Wilson's Pool Hall	1 hr 35 min	
11/15/2016		12	3	1	1	6	6	Regular hearing plus the continuation of Wilson's Pool Hall hearing	1 hr 30 min	
SM Ross Total		162	20	6	4	60	65		14 hrs	
SM Ross Avg.		10.80	1.33	0.40	0.27	4.00	4.33		1 hr	

City Commission Regular Meeting

11.b.

Meeting Date: 05/15/2017

Re: Final Plat - Portofino Landings - 4712 Okeechobee Road

SUBJECT:

Review and conditional approval of an application for Final Plat, submitted by Property Owner(s) Landings Ft. Pierce, LLC and Applicant, Jorge Cepero, Director of Entitlement (Prime Group), to subdivide 18.85 acres of land for the Portofino Landings Apartments located at 4712 Okeechobee Road, Fort Pierce, FL.

SUMMARY:

- The applicant is requesting the review and approval of a Final Plat to subdivide Portofino Landings into four parcels, located at 4712 Okeechobee Road. The site is presently utilized by Portofino Landings Apartments. The plat will consist of tracts A, B, C, & D. Tract C is created to provide a common area for its existing use as a multifamily development. The subject properties are zoned C-3 General Commercial. The surrounding properties are zoned C-3, General Commercial, except for the parcel to the northwest which is zoned R-4, Medium Density Residential. The subject properties have a future land use of General Commercial, which allows for a broad variety of business activities including shopper's goods stores, convenience goods and services establishments, offices, and tourist/entertainment facilities.
- The Site Plan and Conditional Use for Portofino Landings were approved by the City Commission on September 6, 2005. The development has been partially completed since site plan and conditional use final approval. The subject parcels were originally intended to include residential condominiums, the site plan was amended in 2008 to apartments at the time of development; based on the real estate market. The site currently consists of 132 multifamily units within Tract "A" and now the applicant plans to build the remaining proposed 104 units. The applicant is seeking to complete build-out at 236 multifamily units.
- Tract "A" will consist of 236 multifamily units after completion of the final phase of development. In addition, the plat specifies Tract "B" as a common area for the subdivision; which currently includes a clubhouse with accompanying amenities including a swimming pool for residents within the development. Tract "C" will provide access to the development from both Okeechobee Road and the McNeil Road Extension. It should also be noted, that Tract "D" to the northeast, incorporates a retention pond for drainage of the development's water runoff between Canal No. 37 and Canal No. 29.
- The subdivision comprises a total of 18.85 acres and will be subdivided into a total of 4 separate tracts. Each tract will meet the minimum lot width, depth, and area requirements specified by the City Code. Staff has reviewed the application in accordance with Chapter 18 - Subdivisions of the City Code. The applicant, Landings Ft. Pierce, LLC received Preliminary Plat approval by the City Commission on March 20, 2017.

RECOMMENDATION:

The proposed subdivision is consistent with the City's Land Development Code and Comprehensive Plan therefore Staff recommends the City Commission approve the request of a Final Plat with the following conditions:

1) The Developer/Applicant is required to enter into an agreement with the City of Fort Pierce and post the appropriate bond regarding the completion of the outstanding site work.

ALTERNATIVES:

- Approval with alternative conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Director
Kori Benton, Senior Planner
Tracy Telle, Assistant City Engineer

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Application
Final Plat
Site Improvement Plan
Certified Cost Estimate
Warranty Deed
Capacity Analysis
TRC Comments
Portofino Agreement

Form Review

Inbox

City Manager

Form Started By: Vennis Gilmore

Final Approval Date: 05/09/2017

Reviewed By

Nick Mimms

Date

05/09/2017 09:02 AM

Started On: 05/02/2017 07:01 PM



TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Vennis Gilmore, Planning Analyst

RE: **Application for Subdivision Review – Final Plat
 Portofino Landings – 4712 Okeechobee Road
 McNeil Road Extension, North of Okeechobee Road**

DATE: May 3, 2017

STAFF REPORT

Owner/Applicant: Landings Ft. Pierce, LLC
 4651 Sheridan Street Ste. 480
 Hollywood, Florida 33021

Representative: Jorge Cepero, Dir. of Entitlement
 Prime Group
 4651 Sheridan Street Ste. 480
 Hollywood, Florida 33021

Requested Action: Approval of a Final Plat

Location: Located on McNeil Road Extension, north of Okeechobee Road
 - 4712 Okeechobee Road

Current Zoning: C-3, General Commercial

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3, R-4

Future Land Use: GC, General Commercial

Parcel Size: 18.85 acres

Current Parcel ID(s): 2419-122-0001-000-4, 2419-122-0002-000-1, 2419-123-0003-000-1

Request:

The applicant is requesting the review and approval of a Final Plat to subdivide Portofino Landings into four parcels, located at 4712 Okeechobee Road. The site is presently utilized by Portofino Landings Apartments. The plat will consist of tracts A, B, C, & D. Tract C is created to provide a common area for its existing use as a multifamily development.

The subject properties are zoned C-3 General Commercial. The surrounding properties are zoned C-3, General Commercial, except for the parcel to the northwest which is zoned R-4, Medium Density Residential. The surrounding properties are occupied by Walmart, which is located to the southwest of the development, and the Tractor Supply Company, Pineapple Storage and Dollar General, which are located to the south of the development. Sable Chase Apartments is located to the north of the development.

The subject properties have a future land use of General Commercial, which allows for a broad variety of business activities including shopper's goods stores, convenience goods and services establishments, offices, and tourist/entertainment facilities. These activities are generally located where they can be reached from a large area along major routes. High density residential uses can sometimes be effectively accommodated in these areas. The proposed project is consistent with the Comprehensive Plan.

History:

The Site Plan and Conditional Use for Portofino Landings were approved by the City Commission on September 6, 2005. The development has been partially completed since site plan and conditional use final approval. The subject parcels were originally intended to include residential condominiums, the site plan was amended in 2008 to apartments at the time of development; based on the real estate market. The site currently consists of 132 multifamily units within Tract "A" and now the applicant plans to build the remaining proposed 104 units. The applicant is seeking to complete build-out at 236 multifamily units.

Tract "A" will consist of 236 multifamily units after completion of the final phase of development. In addition, the plat specifies Tract "B" as a common area for the subdivision; which currently includes a clubhouse with accompanying amenities including a swimming pool for residents within the development. Tract "C" will provide access to the development from both Okeechobee Road and the McNeil Road Extension. It should also be noted, that Tract "D" to the northeast, incorporates a retention pond for drainage of the development's water runoff between Canal No. 37 and Canal No. 29.

The subdivision comprises a total of 18.85 acres and will be subdivided into a total of 4 separate tracts. Each tract will meet the minimum lot width, depth, and area requirements specified by the City Code. Staff has reviewed the application in accordance with Chapter 18 - Subdivisions of the City Code. The applicant, Landings Ft. Pierce, LLC received Preliminary Plat approval by the City Commission on March 20, 2017.

TRC Recommendation:

All affected Departments have reviewed the proposed Final Plat with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided for viewing by the City Commission.

Staff Recommendation:

The proposed subdivision is consistent with the City's Land Development Code and Comprehensive Plan therefore Staff recommends the City Commission **approve** the request of a Final Plat with the following conditions:

- 1) The Developer/Applicant is required to enter into an agreement with the City of Fort Pierce and post the appropriate bond regarding the completion of the outstanding site work.



THE SUNRISE CITY
FORT PIERCE
 PLANNING DEPARTMENT
Florida

Subdivision

Property address or Location 4712 Okeechobee Rd., Ft. Pierce, FL

Parcel ID #(s) 2419-122-0001-0004, 2419-122-0002-0001, 2419-123-0003-0001

Project description Multifamily development.

Landings Ft. Pierce, LLC

Property Owner(s)
4651 Sheridan St. Ste. 480

Street Address
Hollywood, FL 33021

City State Zip
954-624-4723

Phone Number
jorgec@primegroupus.com

Email Address

Jorge Cepero, Dir. of Entitlements, Prime Group

Applicant/Representative, Title, Company
4651 Sheridan St. Ste. 480

Street Address
Hollywood, FL 33021

City State Zip
954-624-4723

Phone Number
jorgec@primegroupus.com

Email Address

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

Property Owner(s) Signature(s) Salomon Sutton, Manager

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 24 day of March, 2017, by

Salomon Sutton who is personally known to me or has produced

as identification.

Shana L. Richman

Signature of Notary



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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date _____

Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

SUBDIVISION: PRELIMINARY PLAT

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

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

SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

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

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

SUBDIVISION: FINAL PLAT

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

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

SUBDIVISION: MINOR REPLAT

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

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

PORTOFINO LANDINGS

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____
DOCKET NO. _____

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19, THENCE N01°20'45"E ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH RANGE 40 EAST, A DISTANCE OF 357.41 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE S52°29'55"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2102.04 FEET; THENCE CONTINUE ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE COURSES: S55°45'47"W, A DISTANCE OF 210.34 FEET; THENCE S52°29'33"W A DISTANCE OF 71.28 FEET; THENCE S52°26'41"W A DISTANCE OF 175.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S52°29'55"W A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N37°30'05"W A DISTANCE OF 188.00 FEET; THENCE S52°29'55"W A DISTANCE OF 710.00 FEET TO THE EAST LINE OF A ROAD EASEMENT KNOWN AS PARCEL G AS RECORDED IN OFFICIAL RECORD BOOK 874, PAGE 801, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N37°30'05"W ALONG SAID EAST LINE A DISTANCE OF 29.99 FEET; THENCE N52°29'51"E A DISTANCE OF 719.99 FEET; THENCE N37°30'09"W A DISTANCE OF 480.50 FEET; THENCE S52°29'51"W A DISTANCE OF 715.51 FEET TO SAID EAST ROAD EASEMENT LINE AND A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT AT WHICH A RADIAL LINE BEARS N65°10'05"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE, HAVING A RADIUS OF 595.00 FEET THROUGH A CENTRAL ANGLE OF 29°52'53", A DISTANCE OF 310.30 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST ROAD EASEMENT LINE, HAVING A RADIUS OF 2043.43 FEET AND A CENTRAL ANGLE OF 14°32'43", A DISTANCE OF 518.75 FEET TO A POINT OF TANGENCY; THENCE N19°35'36"E A DISTANCE OF 212.57 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL 37, AN 81.00 FOOT WIDE RIGHT-OF-WAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO COURSES, FIRST N89°01'36"E A DISTANCE OF 315.07 FEET; THENCE N89°04'21"E, A DISTANCE OF 552.73 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL 29, A 131.00 FOOT WIDE RIGHT-OF-WAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES, FIRST S24°04'49"E A DISTANCE OF 10.27 FEET; THENCE S13°01'22"E A DISTANCE OF 469.48 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°23'39", A DISTANCE OF 235.38 FEET; THENCE S78°53'23"W A DISTANCE OF 69.88 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE N28°15'34"W A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET; THENCE S78°15'19"W A DISTANCE OF 109.98 FEET; THENCE S52°26'19"W A DISTANCE OF 84.86 FEET; THENCE N37°24'29"W A DISTANCE OF 101.02 FEET; THENCE S52°35'31"W A DISTANCE OF 149.75 FEET; THENCE S37°24'29"E A DISTANCE OF 337.95 FEET; THENCE N52°29'33"E A DISTANCE OF 185.54 FEET; S37°30'27"E A DISTANCE OF 33.20 FEET; THENCE S52°29'55"W A DISTANCE OF 175.00 FEET; THENCE S37°30'05"E A DISTANCE OF 188.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 18.851 ACRES (821,161 SQUARE FEET) MORE OR LESS.

DEDICATION

STATE OF _____
COUNTY OF _____

LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC ITS GENERAL PARTNER DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DOES HEREBY DEDICATE AS FOLLOWS:

- 1) THE INSTALLATION AND MAINTENANCE OF THE LANDSCAPING WITHIN THE ROAD RIGHTS-OF-WAY SHALL REMAIN THE RESPONSIBILITY OF LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, ITS SUCCESSORS AND/OR ASSIGNS.
- 2) THE DRAINAGE EASEMENTS (D.E.) AS SHOWN HEREON, ARE HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), ITS SUCCESSORS AND/OR ASSIGNS, AS A PRIVATE DRAINAGE EASEMENT FOR THE PURPOSE OF INSTALLATION OF DRAINAGE FACILITIES, AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.
- 3) THE WATER MANAGEMENT TRACTS AS SHOWN HEREON (WMT)(TRACT D), ARE HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), ITS SUCCESSORS AND/OR ASSIGNS, FOR WATER MANAGEMENT PURPOSES AND FOR WATER MANAGEMENT MAINTENANCE PURPOSES, AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.
- 4) THE INGRESS-EGRESS EASEMENT (PORTOFINO LANDINGS BOULEVARD & TRACT C), AS SHOWN HEREON, IS HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS PURPOSES, AND IS THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.
- 5) THE LIFT STATION EASEMENT, AS SHOWN HEREON IS HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), ITS SUCCESSORS AND/OR ASSIGNS, AS AN EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLATION OF WATER AND WASTEWATER FACILITIES AND IS THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D. SAID EASEMENT AS SHOWN HEREON IS ALSO DEDICATED IN FAVOR OF FORT PIERCE UTILITIES AUTHORITY (F.P.U.A.), ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY FACILITIES INCLUDING WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THE F.P.U.A. SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE F.P.U.A.

DEDICATION (CONTINUED)

6) THE LANDSCAPE BUFFER EASEMENTS (LBE) AS SHOWN HEREON, ARE HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), ITS SUCCESSORS AND/OR ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.

LANDINGS FORT PIERCE, LLC

SIGNED AND SEALED THIS _____ DAY OF _____ 2017,
ON BEHALF OF LANDINGS FORT PIERCE, LLC, BY: CREATIVE HOMES USA, LLC, ITS MANAGER.

BY: LANDINGS FORT PIERCE, LLC, BY: CREATIVE HOMES USA, LLC, ITS MANAGER

BY: _____
SALOMON SUTTON, MANAGER
CREATIVE HOMES USA, LLC

PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT

SIGNED AND SEALED THIS _____ DAY OF _____ 2017,
ON BEHALF OF PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT

BY: PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT

BY: _____
NANCY IGLESIAS, CHAIRPERSON

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY SALOMON SUTTON, MANAGER OF CREATIVE HOMES USA, LLC. HE IS PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID

THIS _____ DAY OF _____ 2017.

NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES: TYPED, PRINTED, OR STAMPED NAME OF NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ OF PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT, ITS _____ HE IS PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID

THIS _____ DAY OF _____ 2017.

NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES: TYPED, PRINTED, OR STAMPED NAME OF NOTARY PUBLIC

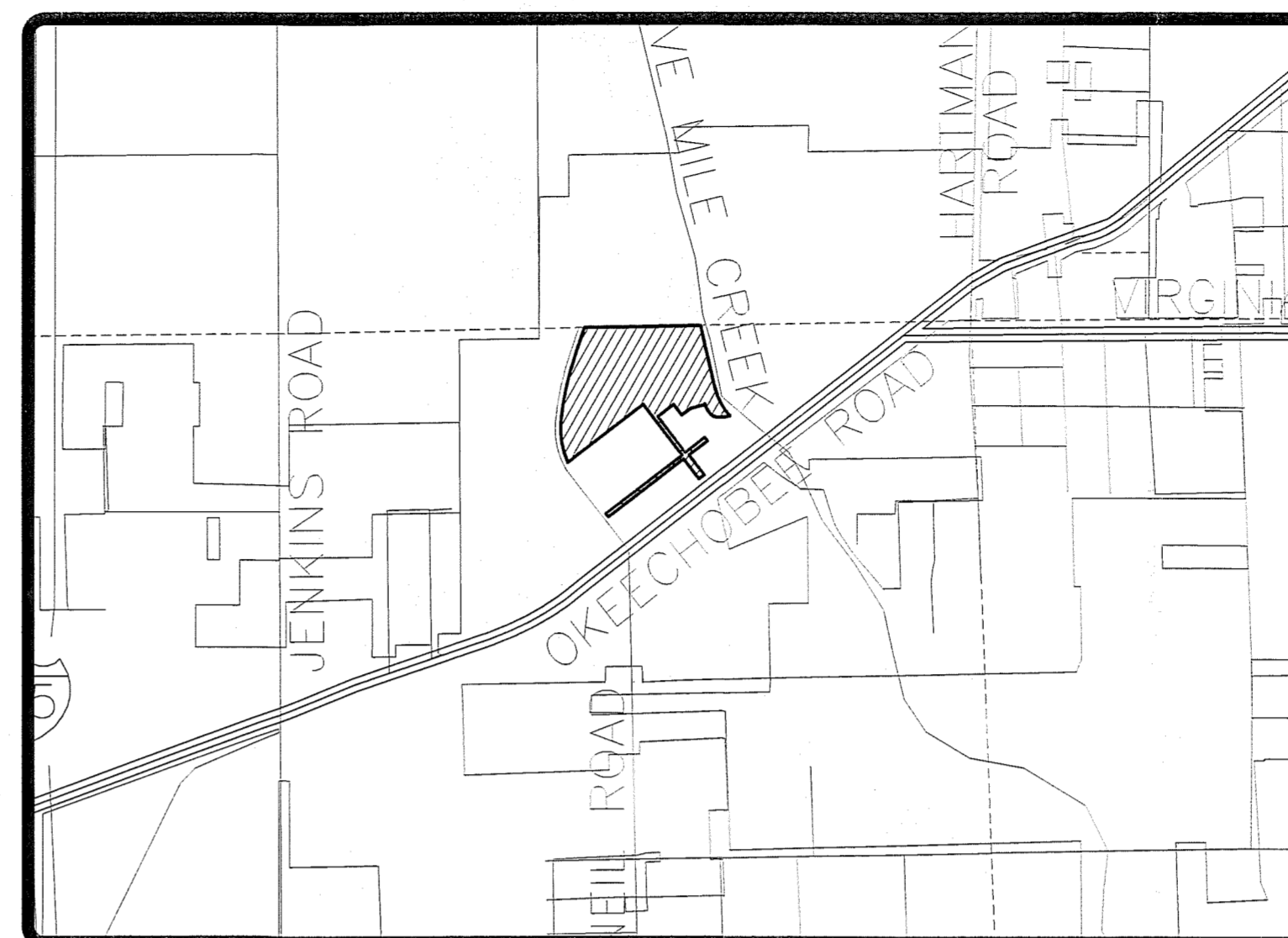
SURVEYORS REVIEW CERTIFICATE

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

THIS _____ DAY OF _____ 2017.

GREGORY S. FLEMING
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4350

SEAL



SITE MAP
NOT TO SCALE

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, STEVEN B. GREENFIELD, ESQ., A MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____ 2017:

1. APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT OF PORTOFINO LANDINGS, LESS ST. LUCIE COUNTY DRAINAGE AND ROAD RIGHT-OF-WAYS, IS IN THE NAME OF LANDINGS FT. PIERCE, LLC, WHICH IS EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON.

2. ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLOWS:
PURSUANT TO CHAPTER 197.192 ALL TAXES HAVE BEEN PAID AS OF THE DATE OF THIS CERTIFICATE.

DATED THIS _____ DAY OF _____ 2017.

BY: _____
STEVEN B. GREENFIELD, ESQ.,
6111 BROKEN SOUND PARKWAY, NW
SUITE 350
BOCA RATON, FLORIDA 33487

CITY COMMISSION CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____ 2017. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.011-177.151 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA.

THIS _____ DAY OF _____ 2017.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX
CITY CLERK

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED OF RECORD IN PLAT BOOK _____, PAGES _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____ 2017.

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

SEAL
CLERK OF
CIRCUIT COURT

SURVEYORS CERTIFICATE

I, MICHAEL T. OWEN, DO HEREBY CERTIFY THAT (A) THIS PLAT OF PORTOFINO LANDINGS IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; (B) SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; (C) ALL PERMANENT REFERENCE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND (D) THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF FT. PIERCE AND ST. LUCIE COUNTY, FLORIDA.

DATED THIS _____ DAY OF _____ 2017.

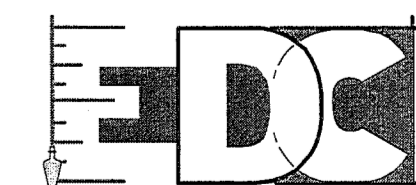
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5556
10250 SW VILLAGE PARKWAY
PORT ST. LUCIE, FLORIDA 34987

SEAL
SURVEYOR

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 29 HAVING A BEARING OF N44°53'31"W.
3. PLAT CONTAINS 18.851 ACRES (821,161 SQUARE FEET), MORE OR LESS.
4. AN IRON ROD AND CAP, LB8098 HAS BEEN SET AT ALL LOT CORNERS AND CHANGES OF DIRECTION.
5. ALL EASEMENTS SHOWN HEREON HAVE BEEN PREVIOUSLY RECORDED IN ST. LUCIE COUNTY PUBLIC RECORDS AS FOLLOWS:
UTILITY EASEMENT RECORDED AT O.R.B. 2972 PAGE 673
UTILITY EASEMENT RECORDED AT O.R.B. 2972 PAGE 685
BELL SOUTH EASEMENT RECORDED AT O.R.B. 2850 PAGE 2822
COMCAST EASEMENT RECORDED AT O.R.B. 2819 PAGE 2822

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556



ENGINEERS & SURVEYORS & ENVIRONMENTAL

PORT SAINT LUCIE
10250 SW VILLAGE PARKWAY SUITE 201
PORT SAINT LUCIE, FL 34987
772-340-4990

www.edc-inc.com
F.B.E. CERTIFICATE OF AUTHORIZATION 9935
L.S. CERTIFICATE OF AUTHORIZATION 8998

N.S.L.R.W.C.D. CANAL NO. 37 (81' RIGHT-OF-WAY)
 N89°01'36"E 315.07'
 N89°04'21"E 552.73'

TRACT D
 WMT

4.791 ACRES+-
 (O.R.B. 2850, PG. 936)

TRACT A
 (EAST RESIDENTIAL PARCEL)

12.478 ACRES+-
 (O.R.B. 3242, PG. 1936)

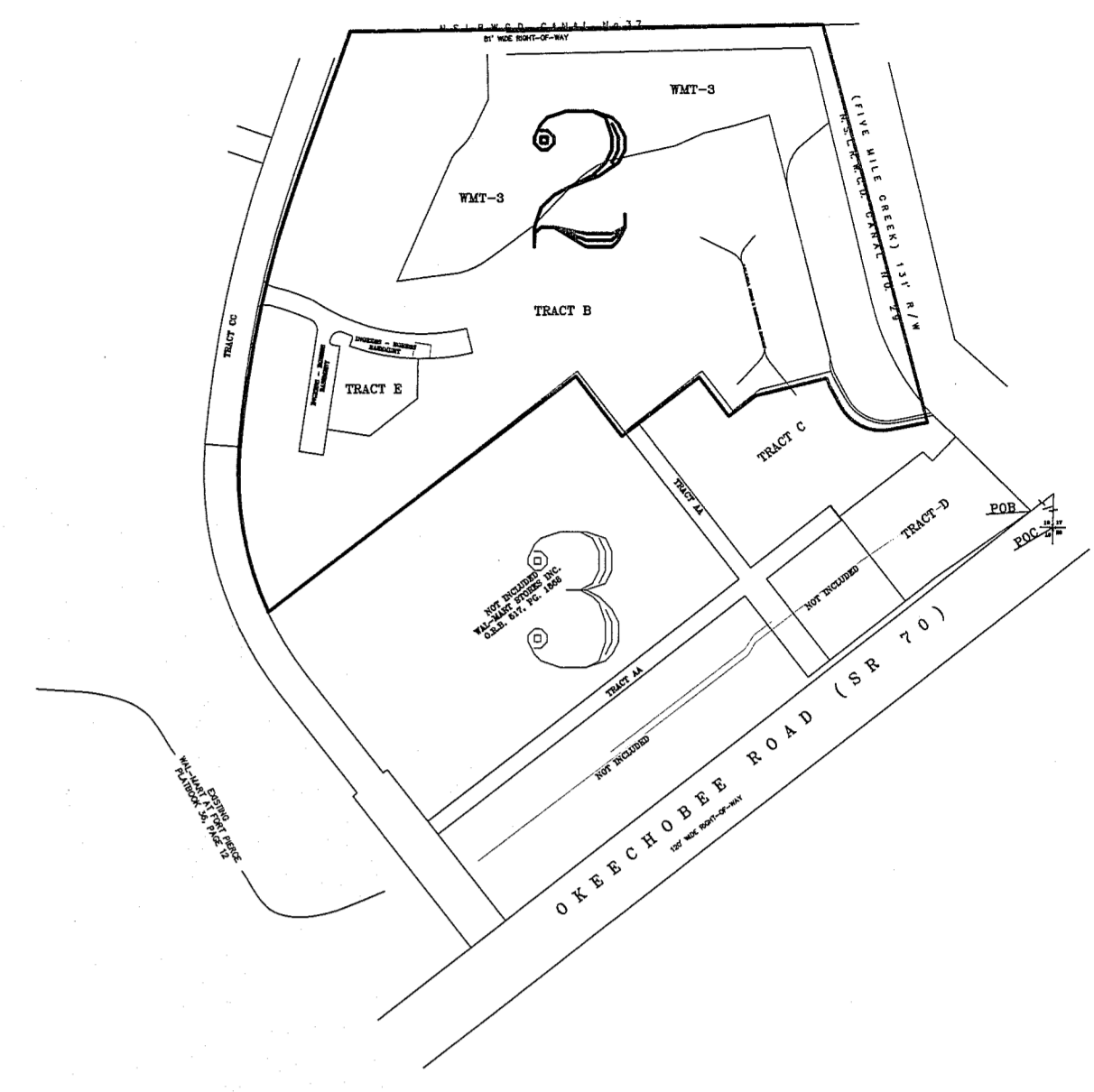
TRACT B
 (RECREATIONAL PARCEL)

0.477 ACRES+-

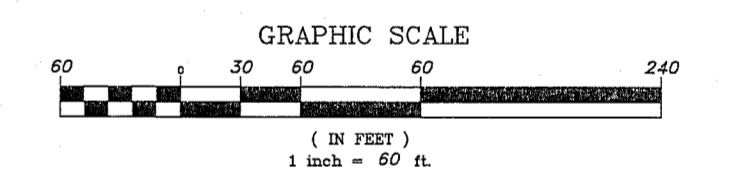
PORTOFINO LANDINGS

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

O.R. BOOK 769
 PAGE 2146



KEY MAP



- LEGEND**
- CONC. DENOTES CONCRETE
 - P.C.P. DENOTES PERMANENT CONTROL POINT
 - (P) DENOTES PLAT DATA
 - (C) DENOTES CALCULATED FROM FIELD MEASUREMENTS
 - DENOTES PROPERTY LINE
 - (M) DENOTES MEASURED DATA
 - ID DENOTES IDENTIFICATION NUMBER
 - TOB DENOTES TOP OF BANK
 - TYP. DENOTES TYPICAL
 - FND. DENOTES FOUND
 - L.B. DENOTES LICENSED BUSINESS
 - R/W DENOTES RIGHT OF WAY
 - N.A.V.D. DENOTES NATIONAL AMERICAN VERTICAL DATUM (1988)
 - P.B. DENOTES PLAT BOOK
 - C.M. DENOTES CONCRETE MONUMENT
 - O.R. DENOTES OFFICIAL RECORDS BOOK
 - IR & C DENOTES IRON ROD & CAP
 - PG DENOTES PAGE
 - COR. DENOTES CORNER
 - P.O.B. DENOTES POINT OF BEGINNING
 - P.O.C. DENOTES POINT OF COMMENCEMENT
 - I.P. DENOTES IRON PIPE
 - I.R. DENOTES IRON ROD
 - U.E. DENOTES UTILITY EASEMENT
 - P.I. DENOTES POINT OF INTERSECTION
 - P.L.S. DENOTES PROFESSIONAL LAND SURVEYOR
 - P.R.M. DENOTES PERMANENT REFERENCE MONUMENT
 - D.E. DENOTES DRAINAGE EASEMENT
 - DENOTES SET 4"x4" CONCRETE MONUMENT

- LEGEND**
- LB LICENSED BUSINESS
 - PRM PERMANENT REFERENCE MONUMENT STAMPED LB 8098
 - IR/C SET 5/8" IRON ROD & CAP STAMPED LB 8098
 - C.M. CONCRETE MONUMENT
 - IR IRON ROD
 - O.R.B. OFFICIAL RECORDS BOOK
 - PB PLAT BOOK
 - PG, PGS PAGE, PAGES
 - Δ CENTRAL ANGLE
 - R RADIUS
 - L ARC LENGTH
 - CH CHORD DISTANCE
 - R/W RIGHT OF WAY
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.D.E. PRIVATE DRAINAGE EASEMENT
 - U.E. UTILITY EASEMENT
 - NON-RADIAL NON-RADIAL
 - F.E. FLOWAGE EASEMENT
 - W.M.E. WATER MAINTENANCE EASEMENT
 - L.M.E. LAKE MAINTENANCE EASEMENT
 - W.M.T. WATER MANAGEMENT TRACT

PREPARED BY MICHAEL T. OWEN
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556



ENGINEERS & SURVEYORS & ENVIRONMENTAL

PORT SAINT LUCIE
 10200 SW VILAGE PARKWAY SUITE 201
 PORT SAINT LUCIE, FL 34987
 772-340-4980

LEGEND

- CONC. DENOTES CONCRETE
- P.C.P. DENOTES PERMANENT CONTROL POINT
- (P) DENOTES PLAT DATA
- (C) DENOTES CALCULATED FROM FIELD MEASUREMENTS
- R DENOTES PROPERTY LINE
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- D.E. DENOTES DRAINAGE EASEMENT
- DENOTES SET 4"x4" CONCRETE MONUMENT

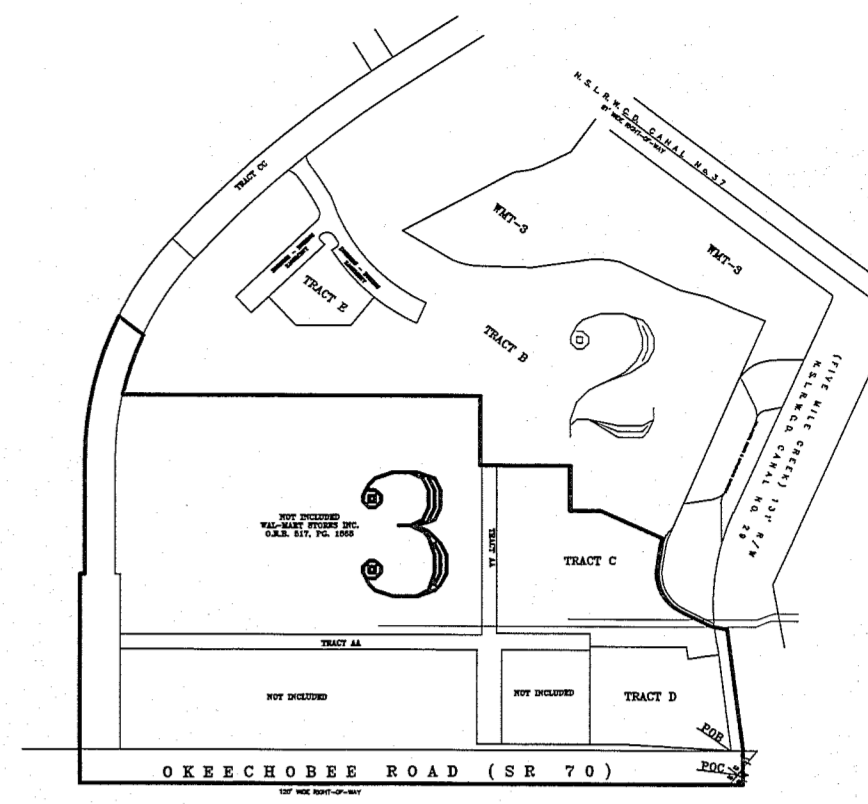
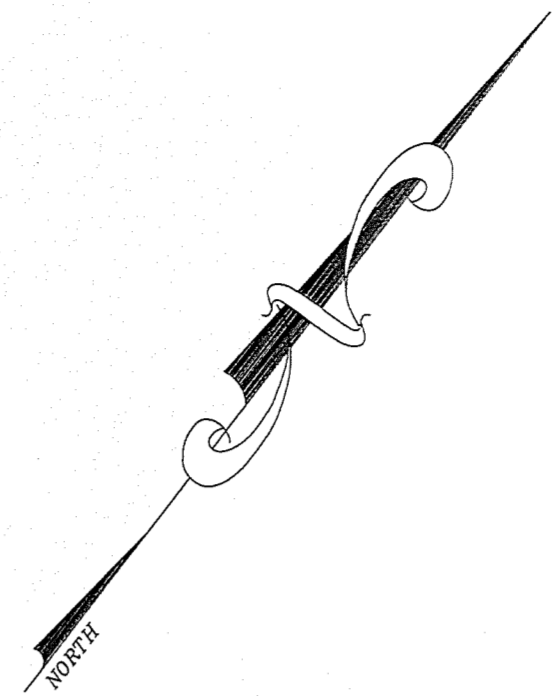
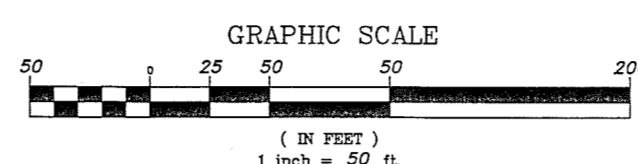
PORTOFINO LANDINGS

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____

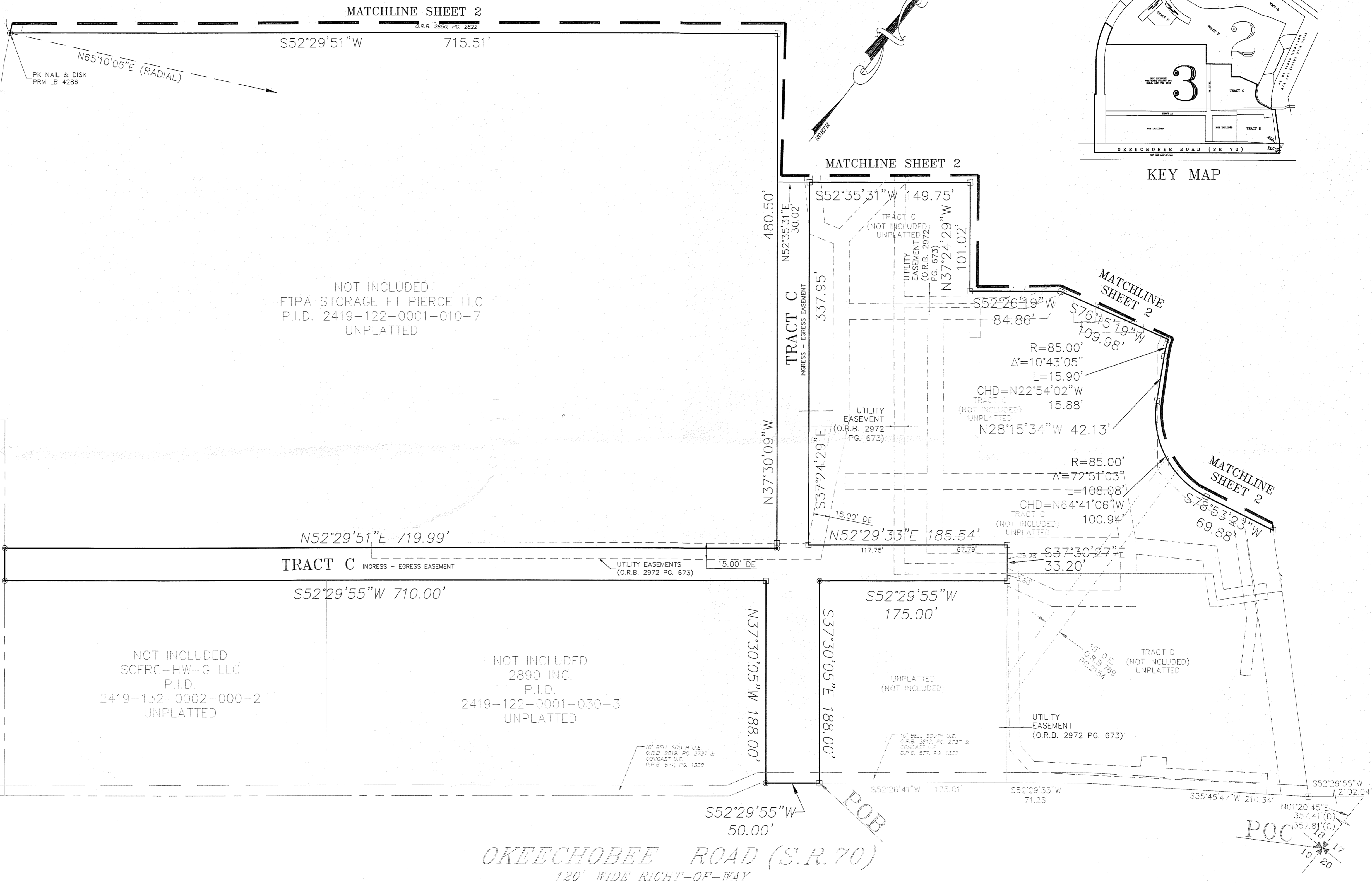
PAGE _____

DOCKET NO. _____



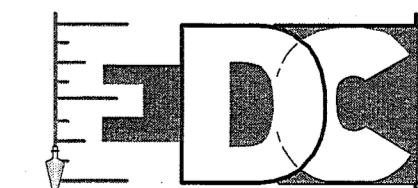
EXISTING
WAL-MART AT FORT PIERCE
PLATBOOK 36, PAGE 12

McNEIL ROAD EXTENSION
INGRESS/EGRESS EASEMENT, SC REALTY, INC.
(O.R.B. 769, PG. 2146) AND CROSS-EASEMENT
APPLE COUTH, INC. (O.R.B. 874, PG. 801)



OKEECHOBEE ROAD (S.R. 70)
120' WIDE RIGHT-OF-WAY

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556



ENGINEERS & SURVEYORS & ENVIRONMENTAL
PORT SAINT LUCIE
10200 SW VILLAGE PARKWAY SUITE 201
PORT SAINT LUCIE, FL 34987
772-340-4990
www.mtd-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 8095
L.B. CERTIFICATE OF AUTHORIZATION 8098
EDC PROJECT #5-16-223

CAULFIELD & WHEELER, INC.

7900 Glades Road, Boca Raton, Florida 33434 * (561) 392-1991 * FAX (561) 750-1452

Land Development Permit No. Control No.: Job No.: 7795 Instrument No.: Surety Amount: \$192,788 Developer: Prime Group Prepared by: CLG

Engineer's Opinion of Construction Cost

Portofino Landings - Site Plan Revision

Fort Pierce, Florida

Original Cost Estimate

DESCRIPTION	COST QUANTITY CODE	UNITS	ORIGINAL UNIT PRICE	TOTAL	Work Completed-to-Date		Work Remaining	
					QUANTITY	UNITS	TOTAL	QUANTITY
L. Pavement & Grading								
General								
Mobilization		1	LS	\$7,500.00				
Testing		1	LS	\$2,500.00				
Survey		1	LS	\$2,300.00				
Silt Fence		1,250	LF	\$1,375.00				
NPDES Monitoring		1	LS	\$1,000.00				
				Subtotal				
				\$14,675.00				
Tract A								
Demolition								
Saw Cut ex. Asphalt		1,065	LF	\$1,597.50				
Demo Ex. Asphalt Section		1,123	SY	\$2,133.70				
Demo Ex. Type "D" Curb		99	LF	\$148.50				
Proposed Pavement								
Type "D" Curb		532	LF	\$7,714.00				
8" Stabilized Subgrade		1,921	SY	\$7,684.00				
6" Compacted Limerock Base		1,835	SY	\$21,102.50				
1 1/4" Type S-I ACSC Asphalt (1st Lift)		1,835	SY	\$6.50	\$11,927.50			
3/4" Type S-III ACSC Asphalt (2nd Lift)		11,386	SY	\$3.90	\$44,405.40			
5' Sidewalk (Thickened Edge)		9,638	SF	\$3.10	\$29,877.80			
5' Sidewalk (4" Thick)		336	SF	\$3.10	\$1,041.60			
Striping (6" White)		3,724	LF	\$0.80	\$2,979.20			
Striping (HC Spaces)		15	EA	\$150.00	\$2,250.00			
				Tract A Subtotal				
				\$132,861.70				
Tract B								
Demolition								
Saw Cut ex. Asphalt		110	LF	\$165.00				
Demo Ex. Asphalt Section		110	SY	\$209.00				
Proposed Pavement								
8" Stabilized Subgrade		44	SY	\$4.00	\$176.00			
6" Compacted Limerock Base		37	SY	\$11.50	\$425.50			
1 1/4" Type S-I ACSC Asphalt (1st Lift)		37	SY	\$6.50	\$240.50			
3/4" Type S-III ACSC Asphalt (2nd Lift)		37	SY	\$3.90	\$144.30			
5' Sidewalk (Thickened Edge)		385	SF	\$3.10	\$1,193.50			
				Tract B Subtotal				
				\$2,553.80				
SUBTOTAL								
								\$150,090.50

CAULFIELD & WHEELER, INC.

7900 Glades Road, Boca Raton, Florida 33434 • (661) 392-1991 • FAX (661) 750-1452

Prepared by: CLG
Developer: Prime Group

Instrument No.:
Surety Amount: \$192,788

Job No.: 7795

Lender:

Land Development Permit No.
Control No.:

Portofino Landings - Site Plan Revision

Fort Pierce, Florida

Original Cost Estimate

DESCRIPTION	COST CODE	QUANTITY	UNITS	UNIT PRICE	TOTAL	Work Completed-to-Date			Work Remaining		
						QUANTITY	UNITS	TOTAL	QUANTITY	CURRENT UNIT PRICE	COST
III. Water & Sewer Utilities											
Tract A											
Water Utilities											
2" Water Service w/RPZ (New)		12	EA	\$550.00	\$6,600.00				12	\$550.00	\$6,600.00
2" Water Service w/RPZ (Existing relocate)		46	EA	\$250.00	\$11,500.00				46	\$250.00	\$11,500.00
4" Fire Line Relocate		5	EA	\$800.00	\$4,000.00				5	\$800.00	\$4,000.00
Sewer Utilities											
6" Sanitary Sewer Lateral Relocate		8	EA	\$250.00	\$2,000.00				8	\$250.00	\$2,000.00
				Tract A Subtotal	\$24,100.00				Tract A Subtotal		\$24,100.00
SUBTOTAL					\$24,100.00						\$24,100.00

CAULFIELD & WHEELER, INC.

7900 Glades Road, Boca Raton, Florida 33434 • (661) 392-1991 • FAX (661) 750-1452

Prepared by: CLG
Developer: Prime Group

Instrument No.:
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Portofino Landings - Site Plan Revision

Fort Pierce, Florida

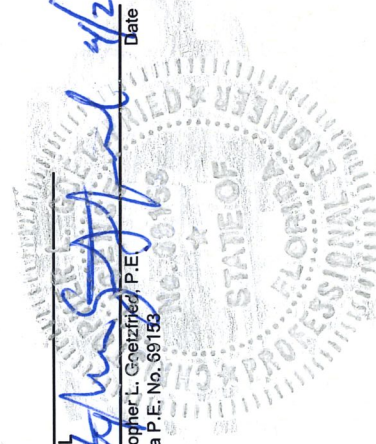
Original Cost Estimate

DESCRIPTION	Work Completed-to-Date		Work Remaining	
	TOTAL	TOTAL	CURRENT	COST
SUMMARY				
I. Pavement & Grading	\$150,090.50			\$150,090.50
II. Drainage				
III. Water & Sewer Utilities	\$24,100.00			\$24,100.00
IV. Sewer				
IV. Reclaimed Water				
V. Permitting				
Development Permit	\$200.00			
Plan Review Fee @ 05%	\$870.95	\$1,070.95		\$1,070.95
TOTAL	\$175,261.45			\$175,261.45

Christopher L. Gaeizfried 4/26/2017

Date

Christopher L. Gaeizfried, P.E.
Florida P. E. No. 99153



THIS INSTRUMENT PREPARED BY AND RETURN TO:

Steven B. Greenfield PA
Steven B. Greenfield, PA
7000 W. Palmetto Park Road, Suite 402
Boca Raton, FL 33433

Property Appraisers Parcel Identification (Folio) Numbers: **2419-122-0002-000/1**

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS SPECIAL WARRANTY DEED, made the 30 day of **January, 2006** by **2890, Inc, a Florida corporation**, whose post office address is **3300 N. 29 Avenue, Hollywood, FL 33020**, herein called the Grantor, to **Prime Homes at Portofino Landings, Ltd., a Florida limited partnership**, whose post office address is **21218 St. Andrews Blvd, Suite 510, Boca Raton, Florida 33433**, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00)** Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **ST. LUCIE County, State of Florida**, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and to taxes for the year 2006 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, **TO HAVE AND TO HOLD**, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor, but not otherwise, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006, and matters shown of record.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Cara J. Laudanno
Witness #2 Signature

Witness #2 Printed Name

CARA J. LAUDANNO
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF DADE BEACH

The foregoing instrument was acknowledged before me this 30 day of January, 2006 by Bennett David, President of 2890, Inc, a Florida corporation on behalf of the corporation. He is personally known to me or has produced Diana's License as identification.

SEAL



Cara J. Laudanno
Commission # DP058979
Expires OCT. 08, 2008
Bonded, True
Alacraft Bonding Co., Inc.

My Commission Expires:

Cara J. Laudanno
Notary Signature

CARA J. LAUDANNO
Printed Notary Signature

EXHIBIT "A"

A parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 19, thence N01°20'45"E along the East line of Section 18, Township 35 South Range 40 East, a distance of 357.81 feet to the point of intersection with the Northerly right-of-way line of Okeechobee Road (AKA S.R. 70); thence S52°29'55"W along said northerly right-of-way line a distance of 2102.04 feet to the POINT OF BEGINNING of the following described parcel:

Thence S55°45'47"W a distance of 210.34 feet; thence S52°29'33"W a distance of 71.28 feet; thence N37°30'27"W a distance of 73.78 feet; thence N37°30'05"W a distance of 114.06 feet; thence S52°29'55"W a distance of 175.00 feet; thence S37°30'05"E a distance of 188.00 feet; thence S52°29'55"W a distance of 50.00 feet; thence N37°30'05"W a distance of 188.00 feet; thence S52°29'55"W a distance of 710.00 feet; thence S37°30'05"W a distance of 29.99 feet; thence N52°29'51"E a distance of 719.99 feet; thence N37°30'09"W a distance of 480.50 feet; thence S52°29'51"W a distance of 715.50 feet to the intersection with a non tangent curve concave to the east, having a radius of 595.00 feet, the chord of which bears N09°53'33"W; thence northerly along the arc of said curve, a distance of 310.31 feet through a central angle of 29°52'53"; thence N84°57'07"W a distance of 60.00 feet to the intersection with a non tangent curve concave to the east, having a radius of 655.00 feet, the chord of which bears S00°51'40"E; thence southerly along the arc of said curve, a distance of 135.10 feet through a central angle of 11°49'05"; thence S89°21'58"W a distance of 391.21 feet; thence N82°29'17"W a distance of 53.44 feet; thence N05°25'09"E a distance of 509.05 feet; thence S89°01'36"W a distance of 313.99 feet; thence N45°38'03"W a distance of 28.13 feet; thence N00°38'03"W a distance of 295.00 feet; thence N89°01'36"E a distance of 1,288.03 feet; thence N89°04'21"E a distance of 552.73 feet; thence S24°04'49"E a distance of 10.28 feet; thence S13°01'22"E a distance of 469.48 feet to the beginning of a curve concave to the northeast having a radius of 443.72 feet; thence southeasterly along the arc of said curve a distance of 270.83 feet through a central angle of 34°58'16"; thence S47°59'38"E a distance of 11.05 feet; thence S44°53'31"E a distance of 203.42 feet to the POINT OF BEGINNING.

Containing 34.763 acres, more or less.

Subject to an road easement known as Parcel G, as described in O.R. Book 874, Page 801, public records of St. Lucie County, Florida, and being described as follows:

Commence at the Northeast corner of said Section 19, thence N01°28'11"E along the East line of Section 18, Township 35 South, Range 40 East, a distance of 358.41 feet to the point of intersection with the Northerly right-of-way line of Okeechobee Road (AKA S.R. 70); thence S52°39'19"W a distance of 3,318.32 feet to the POINT OF BEGINNING.

Thence continuing along said Northerly right-of-way line S52°39'19"W a distance of 80.00 feet to a point; thence N37°20'41"W a distance of 350.00 feet to a point; thence N52°39'19"E a distance of 10.00 feet; thence N37°20'41"W a distance of 230.00 feet to a point of curvature, said curve being concave to the Southeast, having a radius of 655.00 feet, through a central angle of 42°32'58"; thence in a clockwise direction along the arc of said curve a distance of 486.42 feet to a point of compound curve said curve being concave to the Southeast, having a radius of 2103.43 feet, through a central angle of 14°32'43"; thence in a clockwise direction along the arc of said curve a distance of 513.98 feet to the point of tangency; thence N19°45'00"E a distance of 188.69 feet to a point on the South right-of-way line of Canal No. 37; thence N39°11'35"E, along said Southerly right-of-way line, a distance of 64.08 feet to a point; thence S19°45'00"W a distance of 211.19 feet to a point of curvature, said curve being concave to the Southeast having a radius of 2043.43, through a central angle of 14°32'43"; thence in a counter-clockwise direction along the arc of said curve a distance of 518.75 feet to a point of compound curve said curve being concave to the Southeast, having a radius of 595.00 feet, through a central angle of 42°32'58"; thence in a clockwise direction along the arc of said curve a distance of 441.86 feet to a point of tangency; thence S37°20'41"E a distance of 230.00 feet to a point; thence N52°39'19"E a distance of 10.00 feet to a point; thence S37°20'41"E a distance of 350.00 feet to the POINT OF BEGINNING.

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS TO CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF THE
ORIGINAL.

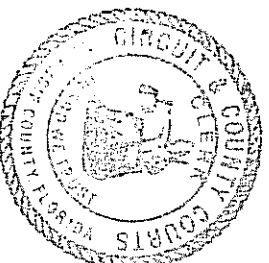
EDWIN M. FRY, JR., CLERK

By: *Edwin M. Fry, Jr.*

Deputy Clerk

Date: _____

2/9/06



[Handwritten signature]



CITY OF FORT PIERCE COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION

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

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	RH	RH	C3-General Commercial
South	GC	GC	C3-General Commercial
East	GC	GC	C3-General Commercial
West	GC	GC	C3-General Commercial

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	GC	C3	.25	34.27	N/A
**Proposed	GC	C3	.18	18.85	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day $132 \times 2.6 = 343.2 \times 100 = 34,320$
**Proposed Zoning/FLU	Total gallons per day $236 \times 2.6 = 613.6 \times 100 = 61,360$
**Change in Demand	Total gallons per day $61,360 - 34,320 = 27,040$

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day $132 \times 2.6 = 343.2 + 44,227 = 34,320$
**Proposed Zoning/FLU	Total gallons per day $236 \times 2.6 = 613.6 \times 100 = 61,360$
**Change in Demand	Total gallons per day $61,360 - 34,320 = 27,040$

C. Parks and Recreation (Residential Classifications Only): (Du x 2.6 = persons + 44,227 = population /LOS)				
Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	891.40	896.81	$896.81 - 891.40 = 5.40$
Urban District	5 acres per 1,000 people	222.85	224.20	$224.20 - 222.85 = 1.35$
Community	2.5 acres per 1,000 people	111.42	112.10	$112.10 - 111.42 = 0.67$
Neighborhood	1.36 acres per 1,000 people	60.61	60.98	$60.98 - 60.61 = 0.37$

D. Public Schools (Residential Classifications Only): Single Family: (du x 0.405 = students/70% K-8/30% High) Multi-family: (du x 0.207 = students/70% K-8/30% High)		
	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand	$132 \times .207 = 27.32 / 70\% = 39$	$132 \times .207 = 27.32 / 30\% = 91$
**Proposed Zoning/FLU Enrollment Demand	$236 \times .207 = 48.85 / 70\% = 69.7$	$236 \times .207 = 48.85 / 30\% = 162$
**Change in Demand	$69.7 - 39 = 30$	$162 - 91 = 71$

E. Solid Waste: 2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units	
Demand Analysis	Maximum
Current Zoning/FLU	$132 / 45 = 3 \dots 6$ Yard Dumpsters
**Proposed Zoning/FLU	$236 / 45 = 5 \dots 6$ Yard Dumpsters
*Change in Demand	$5 - 3 = 2 \dots 6$ Yard Dumpsters

F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)
--

Impact	
---------------	--

III. Transportation Analysis: Complete ITE Trip Generation Form (Attached)

G. Transportation Analysis: Complete ITE Trip Generation Data Form		
Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
**Proposed Zoning/FLU		
*Change in Demand	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING		
Is this project (phase) part of a larger project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.		
Total Project: Residential Units:	Single Family:	Multifamily:
Non-residential (square footage):		
Mixed-use (describe use):		
(If this is a single phase project, name it Phase I – Total)		

RESIDENTIAL DATA					
Type	Phase	Number of Units	Acres	Expected beginning date	Expected completion date
Single-family, detached					
Single-family, attached					
Multi-family	N/A	236	18.85	March 2016	August 2017
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	Phase	Square footage	Acres	Expecting beginning date	Expected completion date

- A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. Yes No
- B. 1. Does this application involve demolition or re-use of any structure(s)? Yes No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? Yes No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

ITE Institute of Transportation Engineers Trip Generation Data Form (Part 2)

Summary of Driveway Volumes

(All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)

	Average Weekday (M-F)				Saturday				Sunday			
	Enter	Exit	Trucks	Total	Enter	Exit	Trucks	Total	Enter	Exit	Trucks	Total
24-Hour Volume												
A.M. Peak Hour of Adjacent Street Traffic (7 - 9) Time (ex.: 7:15 - 8:15):												
P.M. Peak Hour of Adjacent Street Traffic (4 - 6) Time:												
A.M. Peak Hour Generator ¹ Time:												
P.M. Peak Hour Generator Time:												
Peak Hour Generator ¹ Time (Weekend):												

1. Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.). Please specify the peak hour.
 2. Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
 3. Highest hourly volume during the entire day. Please specify the peak hour.
- Please refer to the *Trip Generation User's Guide* for full definition of terms.

Hourly Driveway Volumes- Average Weekday (M-F)

A.M. Period	Enter		Exit		Total	Mid-day Period	Enter		Exit		Total	P.M. Period	Enter		Exit		Total
	All	Trucks	All	Trucks			All	Trucks	All	Trucks			All	Trucks	All	Trucks	
6:00-7:00						11:00-12:00						3:00-4:00					
6:15-7:15						11:15-12:15						3:15-4:15					
6:30-7:30						11:30-12:30						3:30-4:30					
6:45-7:45						11:45-12:45						3:45-4:45					
7:00-8:00						12:00-1:00						4:00-5:00					
7:15-8:15						12:15-1:15						4:15-5:15					
7:30-8:30						12:30-1:30						4:30-5:30					
7:45-8:45						12:45-1:45						4:45-5:45					
8:00-9:00						1:00-2:00						5:00-6:00					

Check if Part 3, 4 and/or additional information is attached.

Survey conducted by: Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____ E-mail: _____

Please return to: Institute of Transportation Engineers

Technical Projects Division
1099 14th Street, NW, Suite 300 West
Washington, DC 20005-3438 USA
Telephone: +1 202-289-0222
Fax: +1 202-289-7722
ITE on the Web: www.ite.org

Trip Generation Data Form (Part 3)

Name/Organization: _____ City/State: _____

Telephone Number: _____

Detailed Driveway Volumes: Attach this sheet to Parts 1 and 2 if you are providing additional information.

Day of the week: _____ (All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)

A.M. Period	Enter		Exit		Total		P.M. Period	Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks
12:00-12:15							12:00-12:15						
12:15-12:30							12:15-12:30						
12:30-12:45							12:30-12:45						
12:45-1:00							12:45-1:00						
1:00-1:15							1:00-1:15						
1:15-1:30							1:15-1:30						
1:30-1:45							1:30-1:45						
1:45-2:00							1:45-2:00						
2:00-2:15							2:00-2:15						
2:15-2:30							2:15-2:30						
2:30-2:45							2:30-2:45						
2:45-3:00							2:45-3:00						
3:00-3:15							3:00-3:15						
3:15-3:30							3:15-3:30						
3:30-3:45							3:30-3:45						
3:45-4:00							3:45-4:00						
4:00-4:15							4:00-4:15						
4:15-4:30							4:15-4:30						
4:30-4:45							4:30-4:45						
4:45-5:00							4:45-5:00						
5:00-5:15							5:00-5:15						
5:15-5:30							5:15-5:30						
5:30-5:45							5:30-5:45						
5:45-6:00							5:45-6:00						
6:00-6:15							6:00-6:15						
6:15-6:30							6:15-6:30						
6:30-6:45							6:30-6:45						
6:45-7:00							6:45-7:00						
7:00-7:15							7:00-7:15						
7:15-7:30							7:15-7:30						
7:30-7:45							7:30-7:45						
7:45-8:00							7:45-8:00						
8:00-8:15							8:00-8:15						
8:15-8:30							8:15-8:30						
8:30-8:45							8:30-8:45						
8:45-9:00							8:45-9:00						
9:00-9:15							9:00-9:15						
9:15-9:30							9:15-9:30						
9:30-9:45							9:30-9:45						
9:45-10:00							9:45-10:00						
10:00-10:15							10:00-10:15						
10:15-10:30							10:15-10:30						
10:30-10:45							10:30-10:45						
10:45-11:00							10:45-11:00						
11:00-11:15							11:00-11:15						
11:15-11:30							11:15-11:30						
11:30-11:45							11:30-11:45						
11:45-12:00							11:45-12:00						

itef Institute of Transportation Engineers
Trip Generation Data Form (Part 4)

Summary of Bicycle Volumes

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
24-Hour Volume									
A.M. Peak Hour of Adjacent Street Traffic (7 - 9) Time (ex.: 7:15 - 8:15):									
P.M. Peak Hour of Adjacent Street Traffic (4 - 6) Time:									
A.M. Peak Hour Generator* Time:									
P.M. Peak Hour Generator* Time:									
Peak Hour Generator Time (Weekend):									

- Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.) as defined in Trip Generation Data Form (Part 2). Please specify the peak hour.
- Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
- Highest hourly volume during the entire day. Please specify the peak hour. Please attach supplemental hourly volumes. Please refer to the Trip Generation User's Guide for full definition of terms.

Summary of Pedestrian Volumes

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
24-Hour Volume									
A.M. Peak Hour of Adjacent Street Traffic (7 - 9) Time (ex.: 7:15 - 8:15):									
P.M. Peak Hour of Adjacent Street Traffic (4 - 6) Time:									
A.M. Peak Hour Generator* Time:									
P.M. Peak Hour Generator* Time:									
Peak Hour Generator Time (Weekend):									

Survey conducted by: Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Telephone #: _____

Fax #: _____

E-mail: _____

Please return to: Institute of Transportation Engineers
 Technical Projects Division
 1089 14th Street, NW, Suite 300 West
 Washington, DC 20005-3438 USA
 Telephone: +1 202-289-0222
 Fax: +1 202-289-7722
 ITE on the Web: www.ite.org



THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT

Florida



TO : Vennis Gilmore, Planner

FROM : John R. Andrews, P.E., City Engineer

**RE : Portofino Landings Final Plat – Okeechobee & McNeil
TRC No. 17-09000001**

DATE : May 2, 2017

This is to advise you that we have completed the review of the following documents as received by this office on May 1, 2017:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Final Plat | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- | | | |
|--|--|------------------------------|
| <input checked="" type="checkbox"/> Recommend conditional approval | <input type="checkbox"/> Do not recommend approval | |
| <input checked="" type="checkbox"/> Final Plat | <input type="checkbox"/> Building Permit | <input type="checkbox"/> C/O |

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- See attached for conditions of approval

ENGINEERING COMMENTS:

1. The certified Engineer's Opinion of Cost and exhibit depicting the areas of outstanding work has been reviewed and approved and is being forwarded to you for attachment to the Developer's Agreement.
2. Advisory Comment: Prior to endorsing the final plat the developer will be required to enter into an agreement with the City of Fort Pierce and post the appropriate bond regarding the completion of the outstanding site work.

JRA/TST/tst

CAULFIELD & WHEELER, INC.

7900 Glades Road, Boca Raton, Florida 33434 • (561) 392-1991 • FAX (561) 750-1452

Land Development Permit No.
Control No.:

Job No.: 7795
Lender:

Instrument No.:
Surety Amount:

Prepared by: CLG
Developer: Prime Group

\$192,788

Engineer's Opinion of Construction Cost

Portofino Landings - Site Plan Revision

Fort Pierce, Florida

Original Cost Estimate

DESCRIPTION	COST QUANTITY CODE	UNITS	ORIGINAL UNIT PRICE	Work Completed-to-Date		Work Remaining	
				TOTAL	QUANTITY UNITS	TOTAL	QUANTITY UNIT PRICE
I. Pavement & Grading							
General							
Mobilization		1	LS	\$7,500.00			\$7,500.00
Testing		1	LS	\$2,500.00			\$2,500.00
Survey		1	LS	\$2,300.00			\$2,300.00
Silt Fence		1,250	LF	\$1.10			\$1,375.00
NPDES Monitoring		1	LS	\$1,000.00			\$1,000.00
				Subtotal			\$14,675.00
Tract A							
Demolition							
Saw Cut ex. Asphalt		1,065	LF	\$1.50			\$1,597.50
Demo Ex. Asphalt Section		1,123	SY	\$1.90			\$2,133.70
Demo Ex. Type "D" Curb		99	LF	\$1.50			\$148.50
Proposed Pavement							
Type "D" Curb		532	LF	\$14.50			\$7,714.00
8" Stabilized Subgrade		1,921	SY	\$4.00			\$7,684.00
6" Compacted Limerock Base		1,835	SY	\$11.50			\$21,102.50
1 1/4" Type S-I ACSC Asphalt (1st Lift)		1,835	SY	\$6.50			\$11,927.50
3/4" Type S-III ACSC Asphalt (2nd Lift)		11,386	SY	\$3.90			\$44,405.40
5' Sidewalk (Thickened Edge)		9,638	SF	\$3.10			\$29,877.80
5' Sidewalk (4" Thick)		336	SF	\$3.10			\$1,041.60
Striping (6" White)		3,724	LF	\$0.80			\$2,979.20
Striping (HC Spaces)		15	EA	\$150.00			\$2,250.00
				Tract A Subtotal			\$132,861.70
Tract B							
Demolition							
Saw Cut ex. Asphalt		110	LF	\$1.50			\$165.00
Demo Ex. Asphalt Section		110	SY	\$1.90			\$209.00
Proposed Pavement							
8" Stabilized Subgrade		44	SY	\$4.00			\$176.00
6" Compacted Limerock Base		37	SY	\$11.50			\$425.50
1 1/4" Type S-I ACSC Asphalt (1st Lift)		37	SY	\$6.50			\$240.50
3/4" Type S-III ACSC Asphalt (2nd Lift)		37	SY	\$3.90			\$144.30
5' Sidewalk (Thickened Edge)		385	SF	\$3.10			\$1,193.50
				Tract B Subtotal			\$2,553.80
SUBTOTAL							\$150,090.50

CAULFIELD & WHEELER, INC.

7900 Glades Road, Boca Raton, Florida 33434 • (561) 392-1991 • FAX (561) 750-1452

Land Development Permit No. Control No.: **7795** Job No.: **7795** Instrument No.: **\$192,788** Prepared by: **CLG**
 Lender: Developer: **Prime Group**

Portofino Landings - Site Plan Revision

Original Cost Estimate		Work Completed-to-Date			Work Remaining						
DESCRIPTION	COST CODE	QUANTITY	UNITS	UNIT PRICE	TOTAL	QUANTITY	UNITS	TOTAL	QUANTITY	CURRENT UNIT PRICE	COST
III. Water & Sewer Utilities											
Tract A											
Water Utilities											
2" Water Service w/RPZ (New)		12	EA	\$550.00	\$6,600.00				12	\$550.00	\$6,600.00
2" Water Service w/RPZ (Existing relocate)		46	EA	\$250.00	\$11,500.00				46	\$250.00	\$11,500.00
4" Fire Line Relocate		5	EA	\$800.00	\$4,000.00				5	\$800.00	\$4,000.00
Sewer Utilities											
6" Sanitary Sewer Lateral Relocate		8	EA	\$250.00	\$2,000.00				8	\$250.00	\$2,000.00
				Tract A Subtotal	\$24,100.00				Tract A Subtotal		\$24,100.00
SUBTOTAL					\$24,100.00						\$24,100.00

CAULFIELD & WHEELER, INC.

7900 Glades Road, Boca Raton, Florida 33434 * (561) 392-1991 * FAX (561) 750-1452

Prepared by: CLG
Developer: Prime Group

Instrument No.:
Surety Amount: \$192,788

Job No.: 7795
Lender:

Land Development Permit No.
Control No.:

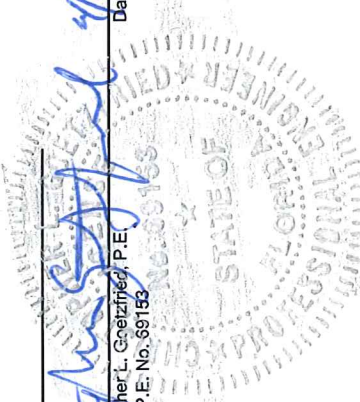
Portofino Landings - Site Plan Revision

Fort Pierce, Florida

Original Cost Estimate

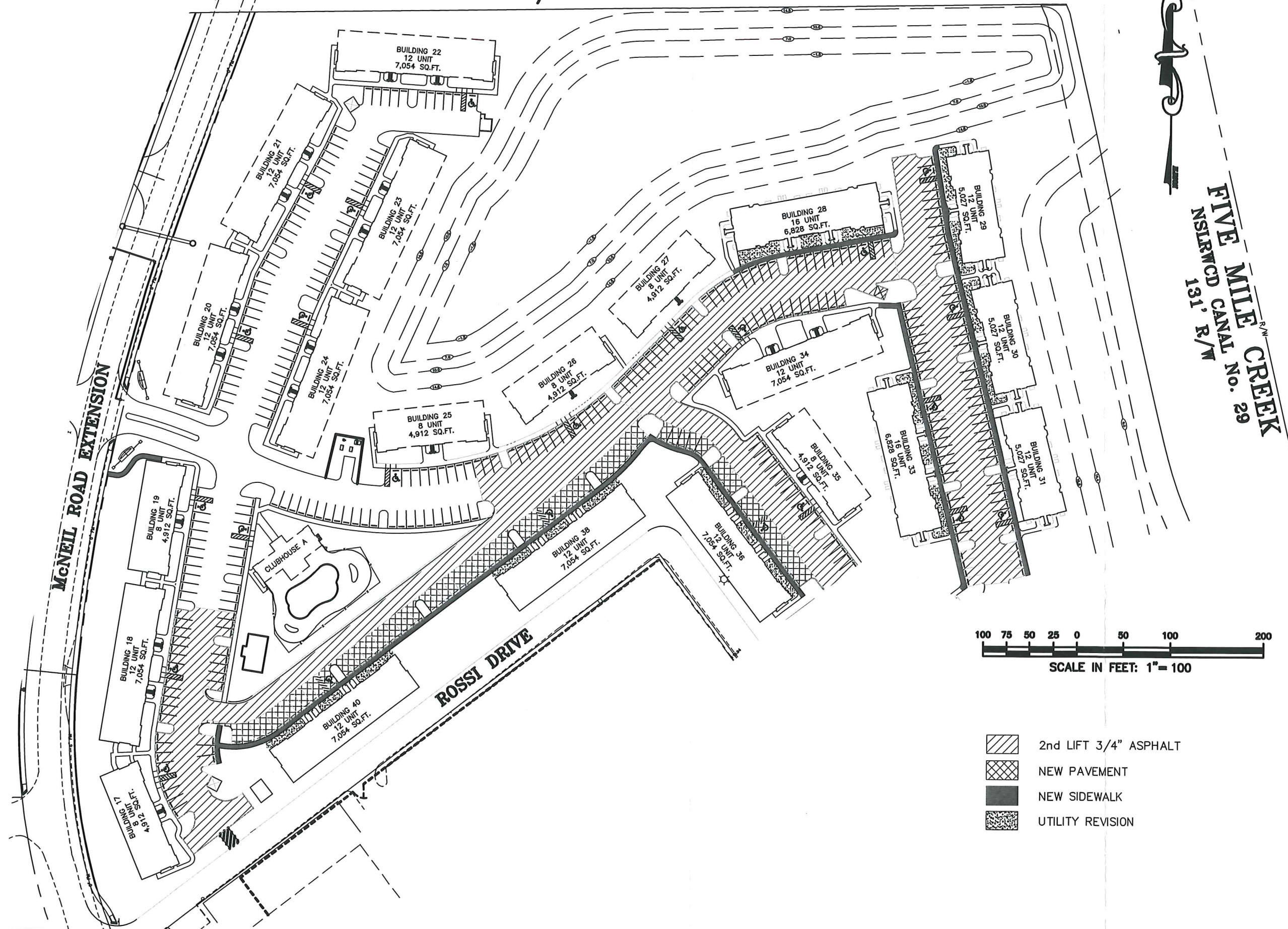
DESCRIPTION	Work Completed-to-Date		Work Remaining	
	TOTAL	TOTAL	CURRENT	COST
SUMMARY				
I. Pavement & Grading	\$150,090.50			\$150,090.50
II. Drainage				
III. Water & Sewer Utilities	\$24,100.00			\$24,100.00
IV. Sewer				
IV. Reclaimed Water				
V. Permitting				
Development Permit		\$200.00		
Plan Review Fee @ 05%		\$870.95		
TOTAL	\$175,261.45			\$175,261.45

Christopher L. Goetzfried, P.E.
Florida P.E. No. 98153
Date: 4/26/2017

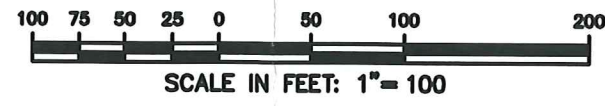


NSLRWCD CANAL No. 37
81' R/W

NORTH SECTION LINE 19



FIVE MILE CREEK
NSLRWCD CANAL No. 29
131' R/W




- 2nd LIFT 3/4" ASPHALT
- NEW PAVEMENT
- NEW SIDEWALK
- UTILITY REVISION

DATE	4/19/2017
DRAWN BY	CLG
F.B./ PG.	00000
SCALE	00000
JOB NO.	7795

REVISIONS	DATE	BY

FILE NAME 00000

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



PORTOFINO LANDINGS
IMPROVEMENTS EXHIBIT
FORT PIERCE, FLORIDA

Project: PORTOFINO LANDINGS FINAL PLAT

Subject: Review Comments

To: Venis Gilmore

From: Rod Reed, County Surveyor
PW-Engineering Division

Date: April 20, 2017

I have no comments



Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org



TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Interim Building Official

RE : Final Plat – Portofino Landings

DATE : 4.19.17

No Comment.

PT/km



This Instrument Prepared By:
Geoffrey C. Bennett, Esquire
4651 Sheridan Street, Suite 490
Hollywood, Florida 33021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of April, 2017 (the "Effective Date"), by Landings Fort Pierce, LLC, a Florida limited liability company (henceforth referred to as the "Developer"), whose mailing address is 4651 Sheridan St. #480, Hollywood, FL 33021, and the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple title to certain real property located in Fort Pierce, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereafter referred to as the "Property"); and

WHEREAS, a previous owner of the Property obtained approval of the Site Plan and Conditional Use for Portofino Landings by the City Commission on September 6, 2005, which site plan was amended on or about November 17, 2008, resulting in a redistribution of the units and buildings within the site; and

WHEREAS, on March 20, 2017, the City Commission of the City of Fort Pierce approved the Preliminary Plat of the Portofino Landings Subdivision, through which the Developer intends to complete the development of the Property ("Project"); and

WHEREAS, on April 20, 2017, the Technical Review Committee, in its review of the proposed final plat, required the Developer to provide this Agreement which sets forth the Developer's obligations to provide a letter of credit in an amount sufficient to secure the Developer's obligation to complete the installation of certain improvements as described in the engineer's cost estimate, a copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, the City has determined that entering into this Agreement with respect to the development of the Property is in the best interest of the citizens of the City of Fort Pierce; and

WHEREAS, the City and the Developer desire to set forth certain terms, conditions and agreements with respect to the development of the Project upon the Property; and

WHEREAS, the proposed Project is consistent with the general purpose, goals, objectives and standards of the City of Fort Pierce Comprehensive Plan and the City of Fort Pierce land development code; and

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between the City and the Developer, the receipt and sufficiency of such is hereby acknowledged, Developer agrees and covenants as follows:

1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

2. Consideration and Conditions. In further consideration of the forgoing and of the terms and covenants set forth herein, the parties hereto agree that final plat approval for the Project by the City Commission of the City of Fort Pierce, is and shall be specifically conditioned upon the Developer obtaining a letter of credit, or cash, or such other security as may be approved by the City (the "Approved Security") in an amount sufficient to secure the Developer's obligations as shown in **Exhibit "B"**, with respect to the following:

a. Sidewalks. Prior to recording of the plat for the Project, the Developer shall provide the City with the Approved Security to secure the Developer's obligation to complete the installation of sidewalks in the unfinished sections of the Project (the "Sidewalks"). Prior to the completion of each building within the Project, the Developer shall install the Sidewalks in front of each building, and no building shall be issued a C.O. unless the required Sidewalks adjacent to such building have been installed as in front of it.

b. Parking. Prior to recording of the plat for the Project, the Developer shall provide the City with Approved Security to secure the Developer's obligation to complete the installation of new parking within the Project (the "Parking"). Prior to the completion of each building within the Project, the Developer shall install the Parking in front of each building, and no building shall be issued a C.O. unless the required Parking to such building has been installed in front of it.

c. Water and Sewer. Prior to recording of the plat for the Project, the Developer shall provide the City with Approved Security to secure the Developer's obligation to complete the installation of all sewer and water connections within the Project (the "Connections"). Prior to the completion of each building within the Project, the Developer shall install the required Connections for each building, and no building shall be issued a C.O. unless the required Connections for such building have been installed.

d. 2nd Lift of Asphalt. Prior to recording of the plat for the Project, the Developer shall provide the City with Approved Security to secure the Developer's obligation to complete the installation of a second lift of asphalt ("2nd Lift") at the locations shown in Exhibit C attached hereto. The Developer shall complete the installation of the 2nd Lift no later than two (2) years after the recordation of the final plat.

3. Surety. The Surety provided by Developer to the City to secure Developer's obligation to construct improvements as set forth in Paragraph 2 above, shall be the Approved Security in an amount equal to 110% of the estimated cost of constructing the improvements, as set forth in Exhibit "B", and in a form with conditions as approved by the City Attorney. Upon representation by Developer that the required improvements are completed, an inspection shall be made by the City. Upon satisfactory completion of each of the required improvements described above in Sections 2.a.,b.,c. and d., the City shall release the portion of the Letter of Credit securing each by the cost amount shown in Exhibit B. In the event Developer fails to timely complete the required improvements, the City shall be entitled to draw, utilize and apply to its account the security provided by the Developer for the purposes as herein described. In the event Developer fails to timely make or complete the improvements, and the City chooses to make or complete the required improvements, Developer grants the City and/or its designated agent(s) right of entry in order to complete the improvements, and Developer hereby agrees to indemnify and hold harmless the City, its employees, officers and agent(s) from an against any claims related to such entry. In no event shall the City have any obligation to complete the improvements.

4. Notices. Any notice, demand, consent, approval or other document or instrument required or permitted to be given to any party to this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, to the following address (or such other address as any party may designate from time to time in writing):

City:

City Manager
100 North U.S. 1
Fort Pierce, FL 34950

With a copy to:

City Attorney
James Messer, Esq.
100 North U.S. 1
Fort Pierce, FL 34950

Developer:
Landings Fort Pierce, LLC
4651 Sheridan St. #480
Hollywood, FL 33021

With a copy to:
Steven B. Greenfield
6111 Broken Sound Parkway, NW
Suite 350
Boca Raton, FL 33487

This forgoing is not intended to require that notice of the approval or denial of development permits be given as provided for in this provision.

5. Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

6. Counterparts. This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

7. Governing Law. This Agreement and the construction and the enforcement thereof shall be interpreted under the laws of the State of Florida. The parties hereto agree without reservation of any rights under federal or state law, that in any litigation arising under this Agreement, the parties hereto waive the right to trial before a jury and all such litigation shall be litigated only in a non-jury hearing in the State Courts of Florida, St. Lucie County.

8. Binding Effect. This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the heirs, legal representatives, successors and assigns of the Developer and any person, firm, corporation or entity who or which may become the successor in interest to the Property. No subsequent transfer of the Property or any assignment of interest therein shall relieve or discharge the Developer from any term, condition, obligation, or duties set out in this Agreement.
9. Laws, Ordinances and Codes. The Developer shall comply with all federal, state and local, laws, codes, ordinances and regulations governing the permitting and construction of the Project.
10. Covenant with Respect to Engineer's Certification. The Developer hereby covenants and warrants that to the best of the Developer's knowledge and belief, the engineer's cost estimate, attached hereto and made a part hereof as Exhibit "B", is an accurate and complete estimate of the cost to complete the installation of all uncompleted subdivision improvements the Developer is required to install in the Project pursuant to this Agreement.
11. Permits, Conditions, Terms or Restrictions. The failure of this Agreement to address a particular permit, condition, term or restriction existing at the time of execution of this Agreement shall not relieve the Developer of the necessity of complying with the Law governing permitting requirements, conditions, terms or restrictions.
12. Amendments. This Agreement shall not be changed, modified or amended except by an instrument in writing and executed by the parties, or their successors in the interest.
13. Further Documentation. The parties hereto agree that at any time following a request therefore by another party, each shall execute and deliver to the other party such other documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of any party hereunder and the consummation of the transactions contemplated hereby.
14. Remedies. The City and the Developer shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance. However, nothing in this Agreement shall be construed to limit the right of either the Developer or the City to pursue any and all remedies available at law or in equity to enforce this agreement.
15. Entire Agreement. This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating hereto.
16. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, express or implied, is intended nor shall be construed to confer upon nor give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the Developer and the City have caused this Agreement to be duly executed by their respective authorized representatives on the day and year set forth above.

ATTEST:

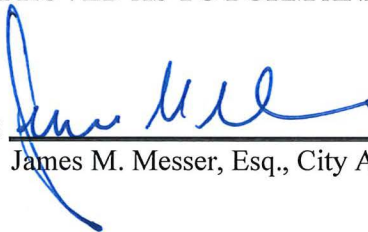
CITY:

CITY OF FORT PIERCE, FLORIDA

By: _____
Linda Cox, City Clerk

By: _____
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:  _____
James M. Messer, Esq., City Attorney

DEVELOPER:

Landings Fort Pierce, LLC, a Florida limited liability company

By: Creative Homes USA, LLC, it's Manager

By: _____
Salomon Sutton, its Manager

[Signature page to Development Agreement - City of Ft. Pierce and Landings Fort Pierce, LLC]

City Commission Regular Meeting

12.a.

Meeting Date: 05/15/2017

Re: Second Quarter Financial Report

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Second Quarter Financial Report

SUMMARY:

The Finance Director prepares and presents to the City Commission and Citizens a quarterly report on the financial status of the different funds of the City. The financial report for the period ending March 31, 2017, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Urban Redevelopment Funds. The financial book shows comparative information for the second quarters of FY 2016 and 2017.

RECOMMENDATION:

The Finance Department welcomes any suggestions and/or changes to the format or contents.

ALTERNATIVES:

The report can be enhanced or changed completely.

RESPONSIBLE STAFF:

Director of Finance

COORDINATED WITH:

Finance Department and City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

OTHER INFORMATION:

Report on FY 2017 budgeted Revenue and Expenditures.

Attachments

Second Quarter Financial Report

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/24/2017 09:21 AM
City Manager	Nick Mimms	04/24/2017 02:32 PM
Finance Department	Johnna Morris	05/03/2017 09:02 AM
City Manager	Nick Mimms	05/09/2017 08:38 AM

Form Started By: Queen Thompkins
Final Approval Date: 05/09/2017

Started On: 04/19/2017 04:04 PM

**CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE QUARTER ENDING
March 31, 2017**

Evaluation Criteria	General Fund	Marina Fund	Solid Waste	Golf Course	Sunrise Theatre	Building & Code
The revenue projections for the fund are on target.	Yes	Yes	Yes	No	No	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	No	Yes
Positive Net Operating Income	Yes	Yes	Yes	No	Yes	No
The fund cash balance is positive.	Yes	Yes	Yes	No	No	Yes
The fund current financial position is stable.	Yes	Yes	Yes	No	No	Yes

Evaluation Criteria	CRA Operating	103 CDBG	105 SHIP	106 HHR
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes
The fund cash balance is positive.	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes

GENERAL FUND
Projected (Shortage) or Overage for
Fiscal Year 2016/17

	1ST QUARTER	2ND QUARTER
REVENUES:		
CURRENT AD VALOREM	0	0
DELIQUENT AD VALOREM	0	(10,000)
LOCAL OPTION GAS TAX	0	0
TELECOMMUNICATION TAX	0	0
UTILITY TAX	0	(20,000)
OCCUPATIONAL LICENSE & PERMITS	0	20,000
STATE SHARED REVENUES	0	0
CHARGES FOR SERVICES	0	0
COURT & OTHER FINES	0	5,000
INTEREST ON INVESTMENTS	0	10,000
MISCELLANEOUS CONTRACTUAL REVENUE	0	50,000
UTILITY AUTHORITY TRANSFER	0	0
INTER-FUND TRANSFER	0	0
FUND BALANCE	0	0
REVENUE TOTALS	0	55,000

GENERAL FUND
 Projected (Shortage) or Overage for
 Fiscal Year 2016/17 CONT'D

	1ST QUARTER	2ND QUARTER
EXPENDITURES:		
SALARIES AND BENEFITS	0	0
EXPENDITURES	0	0
CAPITAL	0	0
GRANTS AND AIDS	0	0
FUNDS TRANSFER	0	0

EXPENDITURES TOTALS	0	0
PROJECTED REVENUE OVERAGE (SHORTAGE)	0	55,000
	=====	

GENERAL FUND - REVENUE DETAIL

	2015/16 Budget	2015/16 Actual	Yr. Lapse 50%	2016/17 Budget	2016/17 Actual	Yr. Lapse 50%
<u>Taxes</u>						
311 10 Current Ad Valorem	\$ 13,728,327	\$ 11,707,699	85.28%	\$ 14,680,037	\$ 12,462,876	84.90%
311 15 Ad Valorem Adjustment Amount	(684,831)	0	0.00%	(727,662)	0	0.00%
311 20 Delinquent Ad Valorem	50,000	19,429	38.86%	50,000	474	0.95%
312 31 Local Option Gas Tax	1,100,000	605,188	55.02%	1,100,000	589,557	53.60%
312 32 New Local Option Gas Tax	825,000	435,042	52.73%	825,000	421,479	51.09%
314 10 Public Service Electricity	1,950,000	910,165	46.68%	1,950,000	900,633	46.19%
314 11 Electricity FPL	250,000	201,026	80.41%	325,000	209,169	64.36%
314 20 Telecommunications Tax	1,300,000	637,366	49.03%	1,300,000	604,652	46.51%
314 30 Public Service Water	425,000	169,302	39.84%	425,000	197,700	46.52%
314 30 Miscellaneous Taxes	0	399	0.00%	0	312	0.00%
Total Taxes	\$ 18,943,496	\$ 14,685,617	77.52%	\$ 19,927,375	\$ 15,386,853	77.21%
<u>Licenses and Permits</u>						
321 20 Occupational Licenses	\$ 270,000	\$ 271,706	100.63%	\$ 275,000	\$ 287,448	104.53%
323 10 Planning & Zoning Fees	30,000	13,585	45.28%	25,000	16,090	64.36%
323 30 Amendments	3,000	12,416	413.88%	10,000	14,974	149.74%
323 60 Sign Fees	5,000	3,770	75.40%	5,000	2,665	53.30%
323 90 Miscellaneous	25,000	18,286	73.14%	25,000	12,208	48.83%
329 10 Animal Licenses	5,000	4,955	99.10%	5,000	5,254	105.08%
329 20 Lot Clearing Permits	2,000	50	2.49%	2,000	130	6.52%
329 30 Demolition Permits	3,000	0	0.00%	3,000	0	0.00%
329 92 Vendor Permit/Application Fees	5,000	1,350	27.00%	5,000	400	8.00%
329 93 Vendor Permit Fees	0	0	0.00%	1,000	1,396	139.58%
329 99 Other Licenses/Permits	0	1,250	0.00%	500	50	10.00%
Total Licenses and Permits	\$ 348,000	\$ 327,368	94.07%	\$ 356,500	\$ 340,615	95.54%
<u>Intergovernmental Revenues</u>						
335 12 State Revenue Sharing	\$ 1,150,000	637,097	55.40%	\$ 1,200,000	\$ 637,112	53.09%
335 13 Half Cent Sales Tax	1,400,000	807,374	57.67%	1,500,000	853,699	56.91%
335 14 Mobile Home License	35,000	31,055	88.73%	35,000	29,250	83.57%
335 15 Beverage License	38,000	2,570	6.76%	38,000	5,478	14.42%
335 22 Casualty Premium Tax	240,000	0	0.00%	250,000	0	0.00%
335 41 Fuel Tax Refund	55,000	26,111	47.47%	55,000	25,769	46.85%
338 20 County Shared Occup. License	55,000	5,290	9.62%	55,000	9,071	16.49%
339 10 Payments in Lieu of Tax-Hsg Auth	21,000	0	0.00%	21,000	41,687	198.51%
Total Intergovernmental Rev.	\$ 2,994,000	\$ 1,509,496	50.42%	\$ 3,154,000	\$ 1,602,066	50.79%

GENERAL FUND - REVENUE DETAIL

	2015/16 Budget	2015/16 Actual	Yr. Lapse 50%	2016/17 Budget	2016/17 Actual	Yr. Lapse 50%
Charges for Services						
341 30 Sale Maps and Publications	\$ 500	\$ 0	0.00%	\$ 500	\$ 25	5.00%
341 40 Certified Copying & Rec Search	20,000	11,738	58.69%	20,000	11,027	55.13%
341 41 Reproduction-City Hall	0	(3)	0.00%	10,500	4,283	40.79%
341 42 Application Fee	15,000	6,345	42.30%	15,000	6,844	45.63%
341 90 Investigative Surcharge	25,000	15,182	60.73%	25,000	13,045	52.18%
341 91 Jury Duty and Fees	100	319	318.66%	100	71	70.87%
341 92 Qualifying Fees	1,000	0	0.00%	0	220	0.00%
341 93 Data Processing Services	1,000	0	0.00%	1,000	0	0.00%
343 91 Lot Clearing-Admin. Charge	7,000	4,158	59.40%	8,000	3,774	47.17%
343 92 Rotation Towing-Admin. Charge	25,000	12,150	48.60%	25,000	13,400	53.60%
344 50 Parking Fines	0	0	0.00%	0	3,629	0.00%
347 40 Community Center/Bus. Social	40,000	30,553	76.38%	45,000	32,080	71.29%
347 42 Community Center Special Events	25,000	15,350	61.40%	25,000	16,440	65.76%
347 44 Community Center Rental Fees	22,000	10,517	47.81%	25,000	12,472	49.89%
347 48 Community Center Events	15,000	11,944	79.63%	15,000	10,304	68.69%
347 49 Community Center Other	5,000	3,915	78.30%	5,000	3,076	61.52%
347 92 Youth Activity Funds	0	3,460	0.00%	1,000	5,415	541.50%
Total Charges for Services	\$ 201,600	\$ 125,628	62.32%	\$ 221,100	\$ 136,105	61.56%
Fines and Forfeitures						
351 10 Court Fines	\$ 68,000	\$ 25,892	38.08%	\$ 65,000	\$ 22,030	33.89%
351 30 Police Education	8,500	3,524	41.46%	8,500	3,308	38.92%
354 10 Alarm Permit Violations	2,000	0	0.00%	2,000	0	0.00%
354 20 License Penalties	10,000	7,267	72.67%	10,000	6,956	69.56%
354 30 Animal Control	4,000	3,812	95.29%	4,000	4,503	112.58%
354 50 Property Code Violations	75,000	49,323	65.76%	100,000	49,896	49.90%
Total Fines & Forfeitures	\$ 167,500	\$ 89,818	53.62%	\$ 189,500	\$ 86,693	45.75%
Miscellaneous Revenues						
361 10 Interest on Investments	\$ 50,000	\$ 25,520	51.04%	\$ 50,000	\$ 15,771	31.54%
361 33 Other Interest Earnings	5,000	20,098	401.96%	5,000	18,723	374.46%
362 11 Anchor Carwash	1,440	0	0.00%	1,440	0	0.00%
362 13 Rent - Little Jim	24,000	12,000	50.00%	24,000	12,120	50.50%
362 13 Rent-Old City Hall	27,412	13,706	50.00%	27,412	13,706	50.00%
362 15 Misc. Rental	0	2,060	0.00%	0	1,245	0.00%

GENERAL FUND - REVENUE DETAIL

	2015/16 Budget	2015/16 Actual	Yr. Lapse 50%	2016/17 Budget	2016/17 Actual	Yr. Lapse 50%
<u>Miscellaneous Revenues contd.</u>						
363 10 Liens	10,000	1,675	16.75%	10,000	8,357	83.57%
363 30 Demolitions	2,000	0	0.00%	2,000	0	0.00%
363 40 Lot Clearing	2,000	9,338	466.90%	5,000	3,358	67.16%
363 50 Interest on Assessments	100	8	7.94%	100	38	37.80%
364 60 Emergency Repair Liens	0	2,987	0.00%	500	0	0.00%
364 41 Sales of Surplus Equipment	0	0	0.00%	0	1,762	0.00%
365 10 Sale of Scrap	0	0	0.00%	0	0	0.00%
366 90 Other Contributions/Donations	500	3,865	772.94%	500	276,918	55383.60%
367 00 Gain/Loss on Sale of Investments	5,000	5,098	101.96%	5,000	(1,849)	-36.99%
369 31 Reimbursement of Expenditures	120,000	102,681	85.57%	125,000	37,823	30.26%
369 32 Purchasing Card Rebate	40,000	66,460	166.15%	50,000	55,570	111.14%
369 34 Wellness Program	0	8,140	0.00%	0	1,650	0.00%
<i><u>Reimbursement Contractual Services</u></i>						
369 41 Marina	0	0	0.00%	0	0	0.00%
369 43 Community Dev. Block Grant	0	4,156	0.00%	0	300	0.00%
369 45 Stormwater	600,000	128,426	21.40%	860,000	208,677	24.26%
369 46 Golf Course	30,000	15,000	50.00%	33,000	16,500	50.00%
369 47 Sunrise Theatre	30,000	15,000	50.00%	33,000	16,500	50.00%
369 49 Accidents	15,000	0	0.00%	15,000	0	0.00%
369 50 Other Misc Revenues	5,000	1,351	27.02%	5,000	1,313	26.27%
<i><u>Administrative Reimbursement</u></i>						
369 51 Ft. Pierce Redevelopment Agcy	75,000	37,500	50.00%	125,000	62,500	50.00%
369 52 Marina	40,000	20,000	50.00%	45,000	22,500	50.00%
369 53 Solid Waste	80,000	40,000	50.00%	80,000	40,000	50.00%
369 54 Utilities Authority	0	0	0.00%	0	0	0.00%
369 55 Retirement & Benefit System	125,000	81,500	65.20%	143,000	71,500	50.00%
369 57 St. Lucie County	0	0	0.00%	0	0	0.00%
369 59 Police Department/Detail Work	30,500	876	2.87%	30,500	0	0.00%
369 61 Building Department	85,000	42,500	50.00%	115,000	57,500	50.00%
<i><u>Other Miscellaneous Reimbursements</u></i>						
369 60 State of Florida	389,000	0	0.00%	359,306	0	0.00%
369 71 Keep Ft. Pierce Beautiful	0	0	0.00%	0	4,279	0.00%
369 85 Settlement of Claims	25,000	16,195	64.78%	20,000	90,476	452.38%
369 90 Other Misc. Revenues	5,000	732	14.65%	29,000	3,516	12.13%
Total Miscellaneous Revenues	\$ 1,821,952	\$ 676,872	37.15%	\$ 2,198,758	\$ 1,040,754	47.33%

GENERAL FUND - REVENUE DETAIL

	2015/16 Budget	2015/16 Actual	Yr. Lapse 50%	2016/17 Budget	2016/17 Actual	Yr. Lapse 50%
<u>Interfund Transfers</u>						
381 23 Transfer from Special Revenue	\$ 50,000	\$ 0	0.00%	\$ 0	\$ 12,039	0.00%
381 91 FPRA Debt Services	2,832,437	2,917,594	103.01%	2,614,221	2,627,870	100.52%
381 92 Debt Service Fund	0	0	0.00%	0	2,683,107	0.00%
Total Interfund Transfers	\$ 2,882,437	\$ 2,917,594	101.22%	\$ 2,614,221	\$ 5,323,016	203.62%
<u>Contribution from Enterprise Funds</u>						
382 10 Electricity	\$ 3,871,140	\$ 0	0.00%	\$ 4,024,362	\$ 0	0.00%
382 20 Water	904,638	0	0.00%	930,600	0	0.00%
382 30 Gas	242,196	0	0.00%	251,100	0	0.00%
382 40 Sewer	771,492	0	0.00%	746,850	0	0.00%
382 41 UA Other	3,306	0	0.00%	348	0	0.00%
382 42 UA Advance	0	0	0.00%	0	0	0.00%
382 50 Solid Waste Transfer	1,200,000	315,000	26.25%	800,000	415,000	51.88%
382 60 Marina Transfer	150,000	75,000	50.00%	250,000	125,000	50.00%
382 90 Golf Course Transfer	28,000	14,000	50.00%	28,000	0	0.00%
Total Contribution from Enterprise F	\$ 7,170,772	\$ 404,000	5.63%	\$ 7,031,260	\$ 540,000	7.68%
<u>Contribution from Special Revenue Fund</u>						
383 00 Loan Proceeds	\$ 1,400,000	\$ 1,400,000	0.00%	\$ 0	\$ 0	0.00%
Total Contribution from SR Funds	\$ 1,400,000	\$ 1,400,000	0.00%	\$ 0	\$ 0	0.00%
Total Revenue	\$ 35,929,757	\$ 22,136,392	61.61%	\$ 35,692,714	\$ 24,456,102	68.52%
Appropriated Fund Balance	550,000	0	0.00%	710,407	0	0.00%
Restricted Revenue	(400,000)	0	0.00%	(600,000)	0	0.00%
Unrestricted Fund Balance	(226,494)	0	0.00%	0	0	0.00%
TOTAL GENERAL FUND RESOURCES	\$ 35,853,263	\$ 22,136,392	61.74%	\$ 35,803,121	\$ 24,456,102	68.31%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>City Commission</u>							
10 00	Personnel Services	\$ 167,861	\$ 83,602	49.80%	\$ 203,103	\$ 91,117	44.86%
	Operating Expense	40,500	17,988	44.42%	40,500	19,131	47.24%
	Capital Outlay	0	0	0.00%	0	644	0.00%
		<u>\$ 208,361</u>	<u>\$ 101,590</u>	<u>48.76%</u>	<u>\$ 243,603</u>	<u>\$ 110,892</u>	<u>45.52%</u>
<u>City Manager</u>							
13 00	Personnel Services	\$ 545,425	\$ 272,258	49.92%	\$ 464,688	\$ 238,748	51.38%
	Operating Expense	60,594	26,445	43.64%	70,594	27,638	39.15%
	Capital Outlay	0	1,413	0.00%	0	1,028	0.00%
		<u>\$ 606,019</u>	<u>\$ 300,116</u>	<u>49.52%</u>	<u>\$ 535,282</u>	<u>\$ 267,414</u>	<u>49.96%</u>
<u>City Attorney</u>							
14 00	Personnel Services	\$ 0	\$ 0	0.00%	\$ 545,872	\$ 271,690	49.77%
	Operating Expense	605,108	319,767	52.84%	150,700	30,905	20.51%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 605,108</u>	<u>\$ 319,767</u>	<u>52.84%</u>	<u>\$ 696,572</u>	<u>\$ 302,595</u>	<u>43.44%</u>
<u>City Clerk</u>							
16 00	Personnel Services	\$ 251,681	\$ 121,473	48.26%	\$ 283,096	\$ 143,126	50.56%
	Operating Expense	33,115	12,898	38.95%	33,115	13,162	39.75%
	Capital Outlay	0	1,087	0.00%	0	0	0.00%
		<u>\$ 284,796</u>	<u>\$ 135,458</u>	<u>47.56%</u>	<u>\$ 316,211</u>	<u>\$ 156,288</u>	<u>49.43%</u>
<u>Administrative Services</u>							
22 00	Personnel Services	\$ 521,661	\$ 300,779	57.66%	\$ 0	\$ 0	0.00%
	Operating Expense	68,515	34,659	50.59%	0	0	0.00%
	Capital Outlay	0	3,856	0.00%	0	0	0.00%
		<u>\$ 590,176</u>	<u>\$ 339,293</u>	<u>57.49%</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>0.00%</u>

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>Human Resources</u>							
22 00	Personnel Services	\$ 0	\$ 0	0.00%	\$ 374,747	\$ 190,834	50.92%
	Operating Expense	0	0	0.00%	47,753	30,641	64.17%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 0</u>	<u>\$ 0</u>	<u>0.00%</u>	<u>\$ 422,500</u>	<u>\$ 221,476</u>	<u>52.42%</u>
<u>Finance</u>							
24 00	Personnel Services	\$ 699,572	\$ 294,955	42.16%	\$ 730,928	\$ 363,311	49.71%
	Operating Expense	36,700	42,062	114.61%	42,500	23,885	56.20%
	Capital Outlay	0	4,718	0.00%	0	0	0.00%
		<u>\$ 736,272</u>	<u>\$ 341,735</u>	<u>46.41%</u>	<u>\$ 773,428</u>	<u>\$ 387,195</u>	<u>50.06%</u>
<u>Information Technology</u>							
25 00	Personnel Services	\$ 538,242	\$ 232,521	43.20%	\$ 549,800	\$ 210,439	38.28%
	Operating Expense	456,400	236,067	51.72%	523,700	228,931	43.71%
	Capital Outlay	0	2,081	0.00%	0	2,609	0.00%
		<u>\$ 994,642</u>	<u>\$ 470,669</u>	<u>47.32%</u>	<u>\$ 1,073,500</u>	<u>\$ 441,979</u>	<u>41.17%</u>
<u>Purchasing</u>							
26 00	Personnel Services	\$ 0	\$ 0	0.00%	\$ 276,475	\$ 143,114	51.76%
	Operating Expense	0	0	0.00%	24,962	8,173	32.74%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 0</u>	<u>\$ 0</u>	<u>0.00%</u>	<u>\$ 301,437</u>	<u>\$ 151,287</u>	<u>50.19%</u>
<u>Planning</u>							
29 01	Personnel Services	\$ 395,821	\$ 194,164	49.05%	\$ 422,756	\$ 212,901	50.36%
	Operating Expense	56,016	19,552	34.90%	56,016	17,079	30.49%
	Capital Outlay	0	768	0.00%	0	0	0.00%
		<u>\$ 451,837</u>	<u>\$ 214,485</u>	<u>47.47%</u>	<u>\$ 478,772</u>	<u>\$ 229,980</u>	<u>48.04%</u>

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>Community Response/Code Enforcement</u>							
29 03	Personnel Services	\$ 537,838	\$ 265,673	49.40%	\$ 561,810	\$ 273,320	48.65%
	Operating Expense	342,885	243,656	71.06%	332,885	192,677	57.88%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 880,723</u>	<u>\$ 509,329</u>	<u>57.83%</u>	<u>\$ 894,695</u>	<u>\$ 465,997</u>	<u>52.08%</u>
<u>Police</u>							
Combined	Personnel Services	\$ 11,062,318	\$ 5,179,851	46.82%	\$ 11,642,606	\$ 5,784,001	49.68%
	Operating Expense	1,802,405	675,474	37.48%	1,721,405	622,025	36.13%
	Capital Outlay	0	13,521	0.00%	0	10,264	0.00%
		<u>\$ 12,864,723</u>	<u>\$ 5,868,846</u>	<u>45.62%</u>	<u>\$ 13,364,011</u>	<u>\$ 6,416,289</u>	<u>48.01%</u>
<u>Public Works/Director</u>							
40 02	Personnel Services	\$ 58,729	\$ 29,404	50.07%	\$ 58,351	\$ 34,337	58.85%
	Operating Expense	35,000	9,779	27.94%	35,000	9,467	27.05%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 93,729</u>	<u>\$ 39,183</u>	<u>41.80%</u>	<u>\$ 93,351</u>	<u>\$ 43,804</u>	<u>46.92%</u>
<u>Public Works/Fleet Maintenance</u>							
40 03	Personnel Services	\$ 458,602	\$ 198,929	43.38%	\$ 587,031	\$ 281,733	47.99%
	Operating Expense	33,950	16,681	49.13%	33,950	19,284	56.80%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 492,552</u>	<u>\$ 215,611</u>	<u>43.77%</u>	<u>\$ 620,981</u>	<u>\$ 301,017</u>	<u>48.47%</u>
<u>Public Works/Facilities Maintenance</u>							
40 04	Personnel Services	\$ 593,431	\$ 297,833	50.19%	\$ 613,824	\$ 306,253	49.89%
	Operating Expense	285,750	197,465	69.10%	285,750	180,941	63.32%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 879,181</u>	<u>\$ 495,298</u>	<u>56.34%</u>	<u>\$ 899,574</u>	<u>\$ 487,194</u>	<u>54.16%</u>

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>Public Works/Parks & Grounds</u>							
40 05	Personnel Services	\$ 1,181,534	\$ 524,984	44.43%	\$ 1,249,853	\$ 662,245	52.99%
	Operating Expense	727,200	225,726	31.04%	787,200	334,479	42.49%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 1,908,734</u>	<u>\$ 750,710</u>	<u>39.33%</u>	<u>\$ 2,037,053</u>	<u>\$ 996,724</u>	<u>48.93%</u>
<u>Public Works/Streets & Drainage</u>							
4006	Personnel Services	\$ 893,126	\$ 411,980	46.13%	\$ 877,094	\$ 498,751	56.86%
	Operating Expense	811,450	411,461	50.71%	811,450	396,059	48.81%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 1,704,576</u>	<u>\$ 823,441</u>	<u>48.31%</u>	<u>\$ 1,688,544</u>	<u>\$ 894,810</u>	<u>52.99%</u>
<u>Engineering</u>							
44 00	Personnel Services	\$ 693,019	\$ 318,940	46.02%	\$ 725,980	\$ 374,720	51.62%
	Operating Expense	406,232	202,887	49.94%	431,474	51,849	12.02%
	Capital Outlay	0	1,941	0.00%	0	479	0.00%
		<u>\$ 1,099,251</u>	<u>\$ 523,768</u>	<u>47.65%</u>	<u>\$ 1,157,454</u>	<u>\$ 427,048</u>	<u>36.90%</u>
<u>Riverwalk Center</u>							
4504	Personnel Services	\$ 115,147	\$ 58,483	50.79%	\$ 119,572	\$ 59,483	49.75%
	Operating Expense	35,250	18,797	53.33%	35,250	18,411	52.23%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 150,397</u>	<u>\$ 77,280</u>	<u>51.38%</u>	<u>\$ 154,822</u>	<u>\$ 77,894</u>	<u>50.31%</u>

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>Administrative</u>						
60 00 Personnel Services	\$ 390,977	\$ 64,873	16.59%	\$ 393,000	\$ 65,250	16.60%
Operating Expense	3,604,697	2,805,493	77.83%	4,034,144	3,405,189	84.41%
Capital Outlay	1,525,000	180,444	11.83%	925,000	1,815,390	196.26%
Grants and Aid	220,000	143,648	65.29%	240,000	155,125	64.64%
Non-Oper. Transfer	5,561,512	5,071,028	91.18%	4,459,187	4,224,926	94.75%
	<u>\$ 11,302,186</u>	<u>\$ 8,265,486</u>	<u>73.13%</u>	<u>\$ 10,051,331</u>	<u>\$ 9,665,880</u>	<u>96.17%</u>
<u>All Departments</u>						
Personnel Services	\$ 19,104,984	\$ 8,850,702	46.33%	\$ 20,680,586	\$ 10,205,373	49.35%
Operating Expense	9,441,767	5,516,856	58.43%	9,498,348	5,629,926	59.27%
Capital Outlay	1,525,000	209,829	13.76%	925,000	1,830,414	197.88%
Grants and Aid	220,000	143,648	65.29%	240,000	155,125	64.64%
Non-Oper. Transfer	5,561,512	5,071,028	91.18%	4,459,187	4,224,926	94.75%
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 35,853,263</u>	<u>\$ 19,792,063</u>	<u>55.20%</u>	<u>\$ 35,803,121</u>	<u>\$ 22,045,764</u>	<u>61.57%</u>

Fund Title:	FPRA	Department:	FPRA
Fund/Division Number:		Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>Taxes</u>						
311 10 Ad Valorem Taxes	\$ 4,445,548	\$ 4,443,310	99.95%	\$ 5,020,612	\$ 5,127,986	102.14%
Total Taxes	\$ 4,445,548	\$ 4,443,310	99.95%	\$ 5,020,612	\$ 5,127,986	102.14%
<u>Licenses and Permits</u>						
329 20 Lot Clearing	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Licenses and Permits	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
<u>Intergovernmental</u>						
334 90 EPA Brownfield	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
347 54 Marina Dockage	75,000	32,379	43.17%	0	7,313	0.00%
384 90 Other State Grants	0	0	0.00%	0	0	0.00%
Total Intergovernmental	\$ 75,000	\$ 32,379	43.17%	\$ 0	\$ 7,313	0.00%
<u>Miscellaneous Revenue</u>						
361 10 Interest on Investments	\$ 500	\$ 2,811	562.29%	\$ 500	\$ 5,241	1048.17%
362 14 Leases	148,000	79,810	53.93%	148,000	96,150	64.97%
363 10 Liens	1,000	0	0.00%	1,000	0	0.00%
366 90 FPAT	0	1,200	0.00%	0	0	0.00%
369 31 Reimburse - Expenditures	9,000	21,421	238.01%	9,000	6,290	69.89%
369 40 Reimburse - Contract Svcs.	0	0	0.00%	0	21,397	0.00%
369 31 Other Misc. Revenues	2,000	17	0.83%	2,000	189	9.45%
388 10 Sale of Land	0	0	0.00%	0	0	0.00%
Total Miscellaneous Revenues	\$ 160,500	\$ 105,259	65.58%	\$ 160,500	\$ 129,267	80.54%
<u>Transfers</u>						
381 01 Transfer from General Fund	\$ 1,676,422	\$ 1,676,422	100.00%	\$ 737,543	\$ 737,543	100.00%
381 04 Transfer from Construction Fund	0	5,929	0.00%	0	0	0.00%
Total Transfers	\$ 1,676,422	\$ 1,682,351	100.35%	\$ 737,543	\$ 737,543	100.00%
Total Revenues	\$ 6,357,470	\$ 6,263,298	98.52%	\$ 5,918,655	\$ 6,002,108	101.41%
Prior Year Carry-Overs Operating	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
TOTAL RESOURCES	\$ 6,357,470	\$ 6,263,298	98.52%	\$ 5,918,655	\$ 6,002,108	101.41%

Fund Title:	FPRA	Department:	FPRA
Fund/Division Number:		Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Operating Expense	323,500	150,363	46.48%	321,914	221,325	68.75%
Total Capital Outlay	0	46,522	0.00%	0	9,691	0.00%
Total Grants - Programs & Projects	20,000	13,792	68.96%	20,000	16,540	82.70%
Total Transfers	6,013,970	4,856,714	80.76%	5,576,741	5,481,390	98.29%
TOTAL APPROPRIATIONS	\$ 6,357,470	\$ 5,067,392	79.71%	\$ 5,918,655	\$ 5,728,946	96.79%

Fund Title: Urban Redevelopment
Fund/Division Number:

Department: CDBG, SHIP, NSP
Division:

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>CDBG REVENUE</u>						
331 50 Disaster Relief	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
331 90 Entitlement Grant	474,148	167,298	35.28%	484,925	184,067	37.96%
331 92 Program Income	5,000	0	0.00%	6,000	0	0.00%
369 90 Miscellaneous Revenue	0	9,000	0.00%	0	500	0.00%
361 39 Other Interest Earnings	1,000	1,037	103.72%	1,500	2,477	165.16%
369 31 Reimb. of Expenditures	0	0	0.00%	0	0	0.00%
369 41 Contractual Svcs./CDBG	0	0	0.00%	0	0	0.00%
Carry Over Funding	793,885	0	0.00%	374,036	0	0.00%
TOTAL REVENUE	\$ 1,274,033	\$ 177,335	13.92%	\$ 866,461	\$ 187,044	21.59%
<u>TRANSFERS</u>						
369 41 Contractual Svc./CBDG	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
381 10 Transfer from General	86,072	0	0.00%	0	0	0.00%
TOTAL TRANSFERS	\$ 86,072	\$ 0	0.00%	\$ 0	\$ 0	0.00%
TOTAL CDBG REVENUE	\$ 1,360,105	\$ 177,335	13.04%	\$ 866,461	\$ 187,044	21.59%

Fund Title: Department of Urban Redevelopment			CDBG, SHIP, NSP					
Fund/Division Number:			2015/16	2015/16	Yr. Lapse	2016/17	2016/17	Yr. Lapse
			Adopted	Actual	50%	Adopted	Actual	50%
<u>CDBG Department</u>								
<u>Administrative</u>								
10 10	Personnel Services	\$ 64,830	\$ 81,673	125.98%	\$ 157,266	\$ 77,666	49.38%	
34 90	Administrative-Contractual	30,000	0	0.00%	0	0	0.00%	
49 60	Administrative Expenses	86,072	10,415	12.10%	5,000	2,825	56.50%	
<u>Rehabilitation Department</u>								
83 10	Housing Rehabilitation	\$ 0	\$ 0	0.00%	\$ 20,000	\$ 19,583	0.00%	
83 30	Senior Citizens Housing	0	0	0.00%	0	0	0.00%	
83 40	Other Grants & Aids	0	0	0.00%	5,000	13,739	0.00%	
83 45	Weatherization	0	0	0.00%	20,000	13,058	0.00%	
83 82	Code Enforcement	50,000	4,096	8.19%	0	300	0.00%	
<u>Economic Development</u>								
83 80	Lincoln Park Mainstreet	\$ 50,000	\$ 25,000	50.00%	\$ 50,000	\$ 25,000	50.00%	
83 80	Fort Pierce Mainstreet	50,000	12,500	25.00%	50,000	12,550	25.10%	
83 83	Micro -Bus/Economic Development	120,000	0	0.00%	45,000	40,760	90.58%	
83 83	Lincoln Park/Orange Ave. Bus Dev	0	0	0.00%	45,000	7,059	15.69%	
83 86	Local Art/Cultural Heritage	45,318	38,261	84.43%	30,000	15,525	51.75%	
86 86	FPAT	0	10,169	0.00%	0	4,098	0.00%	
83 87	Commercial Facades	0	15,930	0.00%	50,000	13,416	0.00%	
<u>Public Service</u>								
83 97	Public Facility Improvements	\$ 0	\$ 0	0.00%	\$ 25,000	\$ 0	0.00%	
83 97	Public Amenities	0	0	0.00%	70,000	0	0.00%	
83 98	Youth and Children Projects	70,000	0	0.00%	23,940	0	0.00%	
Total CDBG		\$ 566,220	\$ 198,044	34.98%	\$ 596,206	\$ 245,579	41.19%	
<u>Prior Grants-Programs & Projects</u>								
83 10	Housing Rehabilitation (Roll-over)	\$ 53,007	\$ 1,741	3.28%	\$ 1,840	\$ 0	0.00%	
83 41	Commercial Facades (Roll-over)	67,978	0	0.00%	4,218	0	0.00%	
83 30	Senior Citizen Housing/Security	0	0	0.00%	37,500	0	0.00%	
83 82	Code Enforcement	15,385	0	0.00%	0	0	0.00%	
83 83	Micro-Bus/Economic Development	32,764	0	0.00%	69,601	0	0.00%	
83 85	Community Focal Point	4,535	0	0.00%	0	0	0.00%	
83 86	Local Art/Cultural Heritage	23,876	0	0.00%	23,950	0	0.00%	
83 98	Public Service	35,079	11,541	32.90%	25,000	293	1.17%	
83 99	Weatherization	0	1,990	0.00%	0	0	0.00%	
83 99	Infrastructure Improvements	361,669	0	0.00%	0	0	0.00%	
83 99	Playground Equipment (Roll Over)	50,000	0	0.00%	0	0	0.00%	
	Administrative Expenses	78,215	0	0.00%	64,894	0	0.00%	
Total Roll-Over Expenditures		\$ 722,508	\$ 15,272	2.11%	\$ 227,003	\$ 293	0.13%	

Fund Title: Department of Urban Redevelopment			CDBG, SHIP, NSP					
Fund/Division Number:			2015/16	2015/16	Yr. Lapse	2016/17	2016/17	Yr. Lapse
			Adopted	Actual	50%	Adopted	Actual	50%
Capital								
63 10	Road & Bridge Improvements	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%	
63 20	Other Improvements	0	0	0.00%	43,252	4,320	9.99%	
64 45	Other Equipment	0	0	0.00%	0	0	0.00%	
99 99	Unencumbered	71,377	0	0.00%	0	0	0.00%	
Total Capital		\$ 71,377	\$ 0	0.00%	\$ 43,252	\$ 4,320	9.99%	
TOTAL CDBG APPROPRIATIONS			\$ 1,360,105	\$ 213,316	15.68%	\$ 866,461	\$ 250,192	28.88%
SHIP REVENUES								
344 90	SHIP	\$ 204,112	\$ 140,156	0.00%	\$ 267,860	\$ 148,719	55.52%	
334 50	Program Income	0	0	0.00%	40,000	50	0.13%	
361 10	Interest on Investments	0	3,174	0.00%	500	1,051	210.13%	
369 90	Other Misc. Revenues	0	12,000	0.00%	0	0	0.00%	
381 90	Program Income HHR	0	0	0.00%	0	0	0.00%	
	Carry Over Funding	44,506	0	0.00%	854,760	0	0.00%	
Total SHIP Revenue		\$ 248,618	\$ 155,330	62.48%	\$ 1,163,120	\$ 149,820	12.88%	
SHIP EXPENDITURES								
	Total Operating Expenses	\$ 20,411	\$ 307	1.50%	\$ 91,786	\$ 314	0.34%	
	Total Grants-Programs &Projects	228,207	24,161	10.59%	1,071,334	21,369	1.99%	
TOTAL SHIP APPROPRIATIONS		\$ 248,618	\$ 24,468	9.84%	\$ 1,163,120	\$ 21,683	1.86%	

Fund Title:	Urban Redevelopment	Department:	Grant Administration
Fund/Division Number:		Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>Intergovernmental</u>						
334 50 Program Income	\$ 50,000	\$ 22,127	44.25%	\$ 0	\$ 9,671	0.00%
Total Intergovernmental	\$ 50,000	\$ 22,127	44.25%	\$ 0	\$ 9,671	0.00%
<u>Miscellaneous Revenue</u>						
361 10 Interest on Investments	\$ 250	\$ 353	141.20%	\$ 250	\$ 2,670	1067.93%
361 38 HHRP Loan	25,000	10,729	42.92%	20,000	479	2.39%
362 30 Miscellaneous	0	40	0.00%	0	0	0.00%
369 33 Escrow Reimbursement	43,000	22,281	51.82%	0	0	0.00%
369 90 Other Misc. Revenues	0	0	0.00%	0	0	0.00%
Carry Forward Funding	125,000	0	0.00%	160,000	0	0.00%
Total Miscellaneous Revenues	\$ 193,250	\$ 33,403	17.28%	\$ 180,250	\$ 3,149	1.75%
<u>Interfund Transfer</u>						
381 10 General Fund	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Interfund Transfers	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Revenues	\$ 243,250	\$ 55,530	22.83%	\$ 180,250	\$ 12,819	7.11%
TOTAL RESOURCES	\$ 243,250	\$ 55,530	22.83%	\$ 180,250	\$ 12,819	7.11%

Fund	Urban Redevelopment	Department:	Grant Administration
Fund/Division Number:		Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Operating Expense	243,250	22,281	9.16%	180,250	1,785	0.99%
Total Capital Outlay	0	0	0.00%	0	0	0.00%
Total Grants - Private Orgs.	0	0	0.00%	0	0	0.00%
Total Grants - Programs & Projects	0	0	0.00%	0	0	0.00%
Total Transfers	0	0	0.00%	0	0	0.00%
TOTAL APPROPRIATIONS	\$ 243,250	\$ 22,281	9.16%	\$ 180,250	\$ 1,785	0.99%

**CITY OF FORT PIERCE
MARINA FUND (401)
OPERATING STATEMENT
MARCH 31, 2017**

2ND QUARTER-MARCH '16 to 2ND QUARTER-MARCH '17 COMPARISON

	2ND QUARTER 3/31/2016	2ND QUARTER 3/31/2017
OPERATING INCOME		
CHARGES FOR SERVICES	\$ 703,681	\$ 849,020
MISCELLANEOUS	704,234	1,126,212
GRANTS	0	0
TOTAL OPERATING INCOME	\$ 1,407,916	\$ 1,975,232
OPERATING EXPENSES		
PERSONAL SERVICES	\$ 193,110	\$ 201,829
ADMINISTRATIVE CHARGES	45,240	55,117
CONTRACTUAL FEES	75,188	205,340
UTILITIES	48,717	48,822
COST OF GOODS SOLD	340,529	377,321
DEPRECIATION	459,310	559,266
OTHER OPERATING EXPENSES	172,455	347,786
TOTAL OPERATING EXPENSES	\$ 1,334,550	\$ 1,795,481
NET OPERATING INCOME (LOSS)	\$ 73,365	\$ 179,751
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	\$ 618	\$ 1,136
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
	\$ 618	\$ 1,136
NON-OPERATING EXPENSES		
DEBT SERVICE	\$ 185,057	\$ 224,570
OTHER NON-OPERATING EXPENSES	0	14,129
TRANSFER-OUT	75,000	125,000
TOTAL NON-OPERATING EXPENSES	\$ 260,057	\$ 363,700
NET NON-OPERATING INCOME (LOSS)	(\$259,439)	(\$362,564)
NET INCOME (LOSS)	(\$186,074)	(\$182,813)

Fund Title: Marina		Department: Marina				
Fund/Division Number:		Division:				
	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
Grants						
331 50 Disaster Relief/Federal	\$0	\$ 0	0.00%	\$0	\$ 0	0.00%
334 39 Physical Environmental Grant	470,000	0	0.00%	470,000	0	0.00%
334 50 Disaster Relief	0	0	0.00%	0	0	0.00%
Total Grants	\$ 470,000	\$ 0	0.00%	\$ 470,000	\$ 0	0.00%
Charges for Services						
347 54 Dockage	\$ 875,000	\$ 366,226	41.85%	\$ 800,000	\$ 543,731	67.97%
347 55 Transient Dockage	664,348	337,456	50.80%	664,348	305,289	45.95%
Total Charges for Services	\$ 1,539,348	\$ 703,681	45.71%	\$ 1,464,348	\$ 849,020	57.98%
Miscellaneous Revenue						
361 10 Interest Earnings	\$ 5,000	\$ 615	12.31%	\$ 5,000	\$ 1,116	22.32%
361 33 Other Interest Earnings	0	2	0.00%	0	20	0.00%
362 14 Leases	34,000	4,243	12.48%	34,000	4,663	13.71%
362 15 Tiki Lease	180,000	115,370	64.09%	180,000	129,005	71.67%
369 31 Reimbursement of Expenditures	0	42	0.00%	0	50	0.00%
369 70 Events	10,000	0	0.00%	10,000	0	0.00%
369 85 Settlement of Claims	0	0	0.00%	0	275,000	0.00%
369 90 Other Misc. Revenues	10,000	1,268	12.68%	10,000	2,879	28.79%
369 91 Gas and Oil Sales	950,000	359,545	37.85%	850,000	479,815	56.45%
369 92 Electric Utility Sales	125,000	65,007	52.01%	125,000	73,112	58.49%
369 93 Utility Fees	22,000	8,220	37.36%	22,000	10,278	46.72%
369 94 Soda, Candy & Ice Sales	150,000	110,509	73.67%	150,000	115,452	76.97%
369 95 Commissions	0	0	0.00%	0	0	0.00%
369 96 Late Payment Charges	2,000	1,760	88.00%	2,000	1,320	66.00%
369 97 Live Aboards	35,000	30,383	86.81%	35,000	28,271	80.77%
369 98 Other Miscellaneous Revenues	3,800	7,887	207.54%	3,800	6,668	175.48%
Total Miscellaneous Revenue	\$ 1,526,800	\$ 704,852	46.17%	\$ 1,426,800	\$ 1,127,648	79.03%
Total Revenue	\$ 3,536,148	\$ 1,408,534	39.83%	\$ 3,361,148	\$ 1,976,668	58.81%
Appropriated Retained Earnings	27,122	0	0.00%	376,154	0	0.00%
TOTAL RESOURCES	\$ 3,563,270	\$ 1,408,534	39.53%	\$ 3,737,302	\$ 1,976,668	52.89%

Fund Title:	Marina	Department:	Marina
Fund/Division Number:		Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 351,859	\$ 193,110	54.88%	\$ 399,440	\$ 201,829	50.53%
Total Operating Expense	2,714,454	1,141,440	42.05%	2,902,537	1,593,652	54.91%
Total Capital Outlay	498,000	23,008	4.62%	498,000	1,333	0.27%
Total Debt Service	451,114	185,057	41.02%	451,115	224,570	49.78%
Total Non-Operating Expenses	305,626	75,000	24.54%	404,830	139,129	34.37%
TOTAL APPROPRIATIONS	\$ 4,321,053	\$ 1,617,615	37.44%	\$ 4,655,922	\$ 2,160,514	46.40%

**CITY OF FORT PIERCE
SOLID WASTE FUND (402)
OPERATING STATEMENT**

MARCH 31, 2017

2ND QUARTER-MARCH '16 to 2ND QUARTER-MARCH '17 COMPARISON

	2ND QUARTER 3/31/2016	2ND QUARTER 3/31/2017
OPERATING INCOME		
CHARGES FOR SERVICES	\$ 3,241,396	\$ 3,303,223
MISCELLANEOUS	6,406	42,432
GRANTS	0	0
TOTAL OPERATING INCOME	<u>\$ 3,247,802</u>	<u>\$ 3,345,655</u>
OPERATING EXPENSES		
PERSONAL SERVICES	\$ 988,051	\$ 1,052,992
ADMINISTRATIVE CHARGES	40,100	118,000
LANDFILL CHARGES	793,915	878,080
CONTRACTUAL	241,735	423,264
DEPRECIATION	146,832	143,709
OTHER OPERATING EXPENSES	599,926	606,672
TOTAL OPERATING EXPENSES	<u>\$ 2,810,559</u>	<u>\$ 3,222,716</u>
NET OPERATING INCOME (LOSS)	\$ 437,243	\$ 122,939
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	(\$583)	\$ 1,075
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	<u>(\$583)</u>	<u>\$ 1,075</u>
NON-OPERATING EXPENSES		
OTHER NON-OPERATING EXPENSES	\$ 0	\$ 0
TRANSFER-OUT	315,000	415,000
TOTAL NON-OPERATING EXPENSES	<u>\$ 315,000</u>	<u>\$ 415,000</u>
NET NON-OPERATING INCOME (LOSS)	(\$315,583)	(\$413,925)
NET INCOME (LOSS)	<u>\$ 121,660</u>	<u>(\$290,985)</u>

Fund Title: Solid Waste Fund	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
Charges for Services						
343 40 Residential Service	\$ 2,500,000	\$ 1,334,737	53.39%	\$ 2,600,000	\$ 1,362,994	52.42%
343 41 Commercial Service	3,200,000	1,692,919	52.90%	3,200,000	1,714,851	53.59%
343 43 Commercial Trash	85,000	50,646	59.58%	100,000	50,646	50.65%
343 44 Recycling	300,000	160,614	53.54%	300,000	164,258	54.75%
343 45 Other Income	2,000	265	13.24%	1,000	10,475	1047.48%
343 46 Recycling Program	20,000	2,216	11.08%	18,000	0	0.00%
Total Charges for Services	\$ 6,107,000	\$ 3,241,396	53.08%	\$ 6,219,000	\$ 3,303,223	53.12%
Miscellaneous Revenue						
361 10 Interest on Investments	\$ 4,000	(\$583)	-14.58%	\$ 4,000	\$ 1,075	26.88%
361 20 Sale of Surplus	0	0	0.00%	0	0	0.00%
364 41 Other Contributions/Donations	0	6,406	0.00%	0	3,280	0.00%
369 90 Miscellaneous Revenues	0	0	0.00%	0	39,152	0.00%
Total Miscellaneous Revenue	\$ 4,000	\$ 5,823	145.57%	\$ 4,000	\$ 43,507	1087.68%
Total Revenues	\$ 6,111,000	\$ 3,247,219	53.14%	\$ 6,223,000	\$ 3,346,731	53.78%
Appropriated Retained Earnings	191,280	0	0.00%	367,431	0	0.00%
TOTAL RESOURCES	\$ 6,302,280	\$ 3,247,219	51.52%	\$ 6,590,431	\$ 3,346,731	50.78%

Fund Title:	Solid Waste Fund	Department:	Solid Waste
Fund/Division Number:	402-4200-534	Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 2,017,627	\$ 988,051	48.97%	\$ 2,040,266	\$ 1,052,992	51.61%
Total Operating Expense	3,084,653	1,822,508	59.08%	3,585,165	2,169,724	60.52%
Total Capital Outlay	350,000	135,732	38.78%	450,000	56,212	12.49%
Total Non-Operating Expense	1,200,000	315,000	26.25%	800,000	415,000	51.88%
TOTAL APPROPRIATIONS	\$ 6,652,280	\$ 3,261,291	49.03%	\$ 6,875,431	\$ 3,693,928	53.73%

**CITY OF FORT PIERCE
GOLF COURSE (405)
OPERATING STATEMENT
MARCH 31, 2017**

2ND QUARTER-DECEMBER '16 to 2ND QUARTER-DECEMBER '17 COMPARISON

	2ND QUARTER 3/31/2016	2ND QUARTER 3/31/2017
OPERATING INCOME		
CHARGES FOR SERVICES	\$ 780,599	\$ 641,623
MISCELLANEOUS	67,137	49,360
GRANTS	0	0
TOTAL OPERATING INCOME	\$ 847,736	\$ 690,983
OPERATING EXPENSES		
PERSONAL SERVICES	\$ 308,255	\$ 291,652
ADMINISTRATIVE CHARGES	29,769	29,780
CONTRACTUAL FEES	51,839	73,963
UTILITIES	25,784	20,736
COST OF GOODS SOLD	54,631	36,700
DEPRECIATION	67,833	68,071
OTHER OPERATING EXPENSES	258,544	267,788
TOTAL OPERATING EXPENSES	\$ 796,656	\$ 788,690
NET OPERATING INCOME (LOSS)	\$ 51,080	(\$97,707)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	\$ 13	\$ 96
TRANSFER FROM OTHER FUNDS	0	170,000
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	\$ 13	\$ 170,096
NON-OPERATING EXPENSES		
OTHER NON-OPERATING EXPENSES	\$ 54	\$ 0
TRANSFER-OUT	14,000	0
TOTAL NON-OPERATING EXPENSES	\$ 14,054	\$ 0
NET NON-OPERATING INCOME (LOSS)	(\$14,041)	\$ 170,096
NET INCOME (LOSS)	\$ 37,039	\$ 72,390

Fund Title:	Golf Course Fund	Department:	Golf Course
Fund/Division Number:	405 0000	Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>Charges for Services</u>						
347 20 Membership Dues	\$ 2,500	\$ 2,510	100.40%	\$ 2,500	\$ 2,510	100.40%
347 22 Other Memberships	40,000	22,799	57.00%	30,000	18,465	61.55%
347 24 Golf Fees	1,245,000	740,239	59.46%	1,192,000	611,318	51.29%
347 25 Driving Range	40,000	15,051	37.63%	35,000	9,330	26.66%
Total Charges for Services	\$ 1,327,500	\$ 780,599	58.80%	\$ 1,259,500	\$ 641,623	50.94%
<u>Miscellaneous Revenue</u>						
361 10 Interest Earnings	\$ 250	\$ 13	5.15%	\$ 250	\$ 96	38.52%
369 25 Pro Shop Merchandise	42,000	22,403	53.34%	42,000	16,444	39.15%
369 80 Food	22,000	14,477	65.81%	24,000	8,246	34.36%
369 89 Packaged Sales	36,500	17,752	48.63%	36,500	14,054	38.50%
369 90 Misc Revenues	5,000	3,031	60.63%	5,000	3,398	67.96%
369 94 Snacks & Beverages	25,000	9,474	37.89%	20,000	7,219	36.09%
369 98 Other Misc Revenues	0	0	0.00%	0	0	0.00%
Total Miscellaneous Revenue	\$ 130,750	\$ 67,150	51.36%	\$ 127,750	\$ 49,456	38.71%
<u>Transfers</u>						
381 01 Transfer from General Fund	\$ 0	\$0	0.00%	\$ 0	\$170,000	0.00%
382 50 Transfer from Solid Waste	0	0	0.00%	0	0	0.00%
Total Transfers	\$0	\$0	0.00%	\$0	\$170,000	0.00%
Total Revenues	\$ 1,458,250	\$ 847,748	58.13%	\$ 1,387,250	\$ 861,080	62.07%
Appropriated Retained Earnings	0	0	0.00%	0	0	0.00%
TOTAL RESOURCES	\$ 1,458,250	\$ 847,748	58.13%	\$ 1,387,250	\$ 861,080	62.07%

Fund Title:	Golf Course Fund	Department:	Golf Course
Fund/Division Number:	405-4500-572	Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 633,868	\$ 308,255	48.63%	\$ 599,455	\$ 291,652	48.65%
Total Operating Expense	925,055	488,400	52.80%	883,883	497,038	56.23%
Total Capital Outlay	7,000	0	0.00%	6,000	0	0.00%
Total Non-Operating Expense	32,641	14,054	0.00%	32,641	0	0.00%
TOTAL APPROPRIATIONS	\$ 1,598,564	\$ 810,709	50.71%	\$ 1,521,979	\$ 788,690	51.82%

**CITY OF FORT PIERCE
SUNRISE THEATRE (406)
OPERATING STATEMENT
MARCH 31, 2017**

2ND QUARTER-DECEMBER '16 to 2ND QUARTER-DECEMBER '17 COMPARISON

	2ND QUARTER 3/31/2016	2ND QUARTER 3/31/2017
OPERATING INCOME		
CHARGES FOR SERVICES	\$ 2,482,294	\$ 2,061,692
MISCELLANEOUS	276,204	208,474
GRANTS	17,235	0
TOTAL OPERATING INCOME	\$ 2,775,733	\$ 2,270,166
OPERATING EXPENSES		
PERSONAL SERVICES	\$ 215,147	\$ 265,333
ADMINISTRATIVE CHARGES	77,421	62,372
CONTRACTUAL FEES	350,840	222,768
UTILITIES	61,751	63,285
COST OF EVENTS	1,537,411	1,572,240
ADVERTISING	282,536	276,115
DEPRECIATION	267,854	267,854
OTHER OPERATING EXPENSES	370,005	303,917
TOTAL OPERATING EXPENSES	\$ 3,162,967	\$ 3,033,884
NET OPERATING INCOME (LOSS)	(\$387,234)	(\$763,718)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	\$ 632	\$ 428
OTHER NON-OPERATING REVENUES	0	108,134
TRANSFER FROM OTHER FUNDS	0	497,000
TOTAL NON-OPERATING REVENUES	\$ 632	\$ 605,562
NON-OPERATING EXPENSES		
DEBT SERVICE	\$ 0	\$ 0
OTHER NON-OPERATING EXPENSES	0	108,134
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	\$ 0	\$ 108,134
NET NON-OPERATING INCOME (LOSS)	\$ 632	\$ 497,428
NET INCOME (LOSS)	(\$386,602)	(\$266,290)

Fund Title:	Sunrise Theatre Fund	Department:	Sunrise Theatre
Fund/Division Number:	406 0000	Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>Charges for Services</u>						
347 56 10 Ticket Sales	\$ 2,650,000	\$ 1,647,331	62.16%	\$ 3,100,000	\$ 1,648,829	53.19%
347 56 11 Ticket Sales - Rentals	200,000	70,819	35.41%	200,000	304,359	152.18%
347 56 15 Ticket Handling Fees	95,000	44,736	47.09%	120,000	73,037	60.86%
347 56 50 Sponsorship Fees	35,000	10,000	28.57%	20,000	10,075	50.38%
347 56 80 Memberships	130,000	14,400	11.08%	185,000	15,090	8.16%
347 56 90 Donations & Pledges	15,000	11,050	73.67%	15,000	10,302	68.68%
Total Charges for Services	\$ 3,125,000	\$ 1,798,335	57.55%	\$ 3,640,000	\$ 2,061,692	56.64%
<u>Grants</u>						
347 70 10 DCF/State Grant	\$ 0	\$ 17,235	0.00%	\$ 0	\$ 0	0.00%
Total Grants	\$ 0	\$ 17,235	0.00%	\$ 0	\$ 0	0.00%
<u>Miscellaneous Revenue</u>						
361 10 00 Interest Earning	\$ 600	\$ 410	68.32%	\$ 600	\$ 428	71.37%
362 14 00 Rents and Royalties	48,000	7,550	15.73%	45,000	38,276	85.06%
369 31 00 Reimb. of Expenditures	70,000	24,541	0.00%	180,000	67,652	0.00%
369 70 00 Events	22,500	0	0.00%	25,000	4,875	19.50%
369 89 00 Packaged Sales	140,000	28,866	20.62%	140,000	93,671	66.91%
369 90 00 Miscellaneous Revenues	10,000	86	0.86%	5,200	152	2.93%
369 95 00 Commission/Tips/Merch.	6,500	1,084	16.68%	6,500	3,848	59.21%
369 96 00 Late Payment Charges	0	0	0.00%	0	0	0.00%
369 97 00 Capital Improvement Fee	0	0	0.00%	180,000	108,134	60.07%
Total Miscellaneous Revenues	\$ 297,600	\$ 62,536	21.01%	\$ 582,300	\$ 317,037	54.45%
<u>Other Resources</u>						
381 01 00 Transfer from General	\$ 0	\$ 0	0.00%	\$ 0	\$ 156,000	0.00%
381 91 00 Transfer from FPRA	450,000	0	0.00%	450,000	341,000	75.78%
Total Other Resources	\$ 450,000	\$ 0	0.00%	\$ 450,000	\$ 497,000	110.44%
TOTAL RESOURCES	\$ 3,872,600	\$ 1,878,106	48.50%	\$ 4,672,300	\$ 2,875,728	61.55%

Fund Title:	Sunrise Theatre Fund	Department:	Sunrise Theatre
Fund/Division Number:	406-4600-575	Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 586,481	\$ 215,147	36.68%	\$ 578,243	\$ 265,333	45.89%
Total Operating Expense	3,823,297	2,947,820	77.10%	4,441,620	2,768,551	62.33%
Total Capital Outlay	1,000	0	0.00%	187,437	745	0.40%
Total Transfers	0	0	0.00%	0	108,134	0.00%
TOTAL APPROPRIATIONS	\$ 4,410,778	\$ 3,162,967	71.71%	\$ 5,207,300	\$ 3,142,763	60.35%

**CITY OF FORT PIERCE
BUILDING & CODE (420)
OPERATING STATEMENT**

MARCH 31, 2017

2ND QUARTER-DECEMBER '16 to 2ND QUARTER-DECEMBER '17 COMPARISON

	2ND QUARTER 3/31/2016	2ND QUARTER 3/31/2017
OPERATING INCOME		
LICENSE and PERMIT	\$ 661,553	\$ 572,027
CHARGES FOR SERVICES	9,240	11,604
FINES & FORFEITS	1,000	800
MISCELLANEOUS	13,992	8,185
TOTAL OPERATING INCOME	<u>\$ 685,785</u>	<u>\$ 592,616</u>
OPERATING EXPENSES		
PERSONAL SERVICES	\$ 331,494	\$ 342,422
ADMINISTRATIVE CHARGES	45,998	62,282
CONTRACTUAL FEES	109,163	98,434
DEPRECIATION	0	0
OTHER OPERATING EXPENSES	70,316	156,404
TOTAL OPERATING EXPENSES	<u>\$ 556,970</u>	<u>\$ 659,542</u>
NET OPERATING INCOME (LOSS)	\$ 128,815	(\$66,926)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	\$ 1,237	\$ 1,298
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	<u>\$ 1,237</u>	<u>\$ 1,298</u>
NON-OPERATING EXPENSES		
DEBT SERVICE	\$ 0	\$ 0
OTHER NON-OPERATING EXPENSES	0	0
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	<u>\$ 0</u>	<u>\$ 0</u>
NET NON-OPERATING INCOME (LOSS)	\$ 1,237	\$ 1,298
NET INCOME (LOSS)	<u><u>\$ 130,052</u></u>	<u><u>(\$65,629)</u></u>

Fund Title:	Building & Code	Department:	Building Inspection
Fund/Division Number:	420-2902-524	Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
<u>Licenses and Permits</u>						
322 10 Permits-Building Dept.	\$ 685,000	\$ 405,050	59.13%	\$ 785,000	\$ 315,869	40.24%
322 20 Inspections	15,000	6,745	44.97%	15,000	6,414	42.76%
322 90 Other Permit Fees	425,000	235,963	55.52%	500,000	234,935	46.99%
329 40 Contractor's License	55,000	13,795	25.08%	55,000	14,810	26.93%
Total Licenses and Permits	\$ 1,180,000	\$ 661,553	56.06%	\$ 1,355,000	\$ 572,027	42.22%
<u>Charge for Services</u>						
341 40 Cert., Copying, Rcd. Search	\$ 2,000	\$ 87	4.34%	\$ 2,000	\$ 78	3.88%
341 60 Administration Fees	0	0	0.00%	0	0	0.00%
341 61 Demo & Flood Plain Mgmt	20,000	0	0.00%	0	0	0.00%
341 94 Credit Card Process Fees	15,000	9,153	61.02%	20,000	11,526	57.63%
Total Charges for Service	\$ 37,000	\$ 9,240	24.97%	\$ 22,000	\$ 11,604	52.74%
<u>Fines & Forfeits</u>						
354 60 Unlicensed Contracting	\$ 3,000	\$ 1,000	0.00%	\$ 3,000	\$ 800	26.67%
Total Fines & Forfeits	\$ 3,000	\$ 1,000	33.33%	\$ 3,000	\$ 800	26.67%
<u>Miscellaneous Revenue</u>						
361 10 Interest on Investments	\$ 0	\$ 1,237	0.00%	\$ 0	\$ 1,298	0.00%
369 00 Miscellaneous Revenues	24,000	13,992	58.30%	16,000	8,185	51.15%
Total Miscellaneous Revenues	\$ 24,000	\$ 15,229	63.45%	\$ 16,000	\$ 9,482	59.26%
Appropriated Retained Earnings	(14,679)	\$ 0	0.00%	(8,852)	\$ 0	0.00%
TOTAL RESOURCES	\$ 1,229,321	\$ 687,022	55.89%	\$ 1,387,148	\$ 593,913	42.82%

Fund Title:	Building & Code	Department:	Building Inspection
Fund/Division Number:	420-2902-524	Division:	

	2015/16 Adopted	2015/16 Actual	Yr. Lapse 50%	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 716,730	\$ 331,494	46.25%	\$ 905,915	\$ 342,422	37.80%
Total Operating Expense	444,766	225,476	50.70%	438,700	317,121	72.29%
Total Capital Outlay	70,000	0	0.00%	42,533	538	0.00%
Total Transfers	0	0	0.00%	0	0	0.00%
TOTAL APPROPRIATIONS	\$ 1,231,496	\$ 556,970	45.23%	\$ 1,387,148	\$ 660,081	47.59%

**FORT PIERCE REDEVELOPMENT FUND
OPERATING FUND
2ND Quarter Report
March 31, 2017**

CASH AND INVESTMENT REPORT

October 1, Estimated Beg. Available Resources	281,884
Revenues	<u>6,002,108</u>
Available Resources	6,283,992
Expenditures	<u>5,728,945</u>
Current Available Resources	555,046

FPRA Operating Resources and Uses	Budget	Budget Adjust.	Revised Budget	Expended	Balance
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Current Resources Available for Operating	555,046
Plus Unrealized Revenue:	
303 Leases	26,651
305 Transfer From General	<u>0</u>
Total Unrealized Revenue	26,651
 Estimated Resources Available For Operating	 581,697

Less Outstanding Expenditures:

501 Personnel Services	0	0	0	0	0
502 Operating Expenditures	321,914	0	321,914	221,325	100,589
503 Capital Outlay	0	0	0	9,691	(9,691)
504 Total Grants-Private Organ.	20,000	0	20,000	16,540	3,460
505 Transfers	5,126,741	0	5,126,741	5,140,390	(13,649)
506 Sunrise Theatre	450,000	0	450,000	341,000	109,000
 Categories Balances	 <u>5,918,655</u>	 0	 5,918,655	 5,728,946	 189,709

Projected Resources Over (Short) 391,988

FORT PIERCE REDEVELOPMENT FUND

OPERATING FUND

2ND Quarter Report

March 31, 2017

TRANSFERS FROM GENERAL

Fiscal Year:

2011	1,319,504
2012	1,129,036
2013	1,410,793
2014	1,689,274
2015	1,470,701
2016	1,676,422
2017	<u>737,543</u>

Total Transfers 9,433,273

Plus

Additions:

Land Purchase for Beach Parking 829,389

Less:

Reductions:

Seaway Drive Roundabout (Days Inn Sight) 1,488,000

Total Due General Fund 8,774,662

City of Fort Pierce
Financial Position/Resources and Uses
March 31, 2017
2nd Quarter Fiscal 2017

	001 General	401 Marina	402 Solid Waste	405 Golf Course	406 Sunrise Theatre	420 Building Code
Estimated Avail. Resources Sept. 30, 2016	4,852,321	288,946	1,059,813	(80,725)	(154,392)	677,253
Less:						
10% Budget Reserve	(3,580,312)					
2017 Budget Appropriation	(710,407)	(376,154)	(367,431)	0	0	8,852
10/01/2016 Unrestricted Resources	561,602	(87,208)	692,382	(80,725)	(154,392)	686,105
2nd Quarter Revenues	24,456,102	1,976,668	3,346,731	861,080	2,767,594	593,914
2017 Budget Appropriation	710,407	376,154	367,431	0	0	(8,852)
2018 Budget Appropriation	(600,000)	0	0	0	0	0
10/01/16 thru 3/31/17 Resources	24,566,509	2,352,822	3,714,162	861,080	2,767,594	585,062
2nd Quarter Expenses	22,045,764	2,160,514	3,693,928	788,690	3,034,629	660,081
Less Accum. Depreciation		(559,266)	(143,709)	(68,071)	(267,854)	0
Total Uses	22,045,764	1,601,248	3,550,219	720,619	2,766,775	660,081
FY 2017 Net Resources	2,520,745	751,574	163,942	140,460	819	(75,019)
Total Resources Available	3,082,347	664,365	856,324	59,736	(153,573)	611,086

City of Fort Pierce
Urban Redevelopment
Financial Position/Resources and Uses
March 31, 2017
2ND Quarter Fiscal 2017

	104 CRA	103 CDBG	105 SHIP	106 Grant HHR	100 Restrict Rev Fund	102 Law Enforce Trust	301 Cap Proj Heathcote
Estimated Avail. Resource Sept. 30, 2016	281,884	811,299	258,061	907,853	2,298,586	83,661	2,326,803
Less: Reserve Budget Appropriation							
10/01/2016 Restricted (***) and Unrestricted Resources	281,884	811,299	258,061	907,853	2,298,586	83,661	2,326,803
2ND Quarter Revenues	6,002,108	187,044	149,820	12,819	211,863	244	2,970
10/01/16 thru 3/31/17 Resources	6,002,108	187,044	149,820	12,819	211,863	244	2,970
2ND Quarter Expenses	5,728,945	250,192	21,683	1,785	283,873	0	4
Total Uses	5,728,945	250,192	21,683	1,785	283,873	0	4
FY 2017 Net Resources	273,163	(63,147)	128,137	11,034	(72,010)	244	2,966
Total Resources Available	555,046	748,152	386,198	918,887	2,226,576	83,905	2,329,769