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

CITY COMMISSION AGENDA

Regular Meeting - Monday, June 5, 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 15, 2017 regular meeting.

6. **PROCLAMATIONS**

   a. Proclamation Recognizing the Retirement of Samuel "Tony" Barnes

   b. Proclamation recognizing State Representative Larry Lee, Jr.

7. **LETTERS TO COMMISSION**

   a. Email from Brian Tinberg thanking Public Works employee, Earnest Ricciardi, for coming to his assistance out of the kindness of his heart.

   b. Email from Sonia DuPree, Co-Founder/Director, E.N.D. IT! Corporation, thanking the City Manager and the City of Fort Pierce for the support and the opportunity to perform DADDY at the Sunrise Theatre.

   c. Email from Sandra Bogan, St. Lucie County Environmental Education & Outreach Manager, thanking Mayor Hudson and the City of Fort Pierce for supporting the 13th Annual Earth Day Festival at the Oxbow Eco-Center.

   d. Email from Representative Larry Lee, Jr. commending Deputy Chief Norris for his powerful, inspirational message about what is happening in the City of Fort Pierce.

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

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

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

10. **CONSENT AGENDA**

a. Approve award of RFP No. 2017-013 - Nuisance Abatement to Gone Fishing Landscaping & More, LLC and Mow 4 Less Lawn Care, LLC in the total amount of $25,000.00 each.

b. Approve award of RFP No. 2017-012 - Lot Clearing to Gone Fishing Landscaping & More LLC and Mow 4 Less Lawn Care LLC for $12,500.00 each for current fiscal year $25,000.00 each in subsequent years.

c. Approval of Lynch Paving and Construction Company's Change order No. 1 in the amount of $11,595.00 for the Melody Lane Parking Lot Reconstruction project.

d. Approval of the Contract between the City of Fort Pierce and the International Union of Police Associations, AFL-CIO which was ratified on April 27, 2017 by the Union.

e. Approve piggybacking Fort Pierce Utilities Authority Bid No. 13-51 - Security Guard Services in an amount not to exceed $55,000.00 annually.

f. Approve acceptance of Grant Award from FL Fish and Wildlife for Floating Dinghy Docks at City Marina.

g. Approval of a 5-month extension to Dunn's Tractor Service contract which will provide canal and recreation maintenance through September 30, 2017 in the amount of $90,000.00.

h. Approve award of Bid No. 2017-010 - City Park Restroom Cleaning to Morivalous Cleaning, Inc. of Fort Pierce FL, for a one year contract with two-one year renewal options, in an amount not to exceed $26,000.00 annually.

11. **PUBLIC HEARINGS**

a. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with New Construction submitted by property owners, Kamlesh and Jagruti Pandya, and applicant, Terry Brisson, to demolish and rebuild a single family home with a building height of up to 34 feet at 1717 Bayshore Drive, Fort Pierce, FL. The property is zoned Single Family Low Density Residential (R-1). Parcel ID: 2412-501-0022-000-9.

b. Quasi-Judicial Hearing - Application for Conditional Use with New Construction subject to conditions submitted by property owner, Boch A Galup Inc, and applicants, Kash Patel, Mike O'Leary, Partners, ASTA Parking Inc., to development and operate a commercial parking lot at 111 S. Ocean Drive, Fort Pierce, FL. The property is zoned Tourist Commercial (C-5). Parcel ID: 2401-501-0055-000-5.

c. Legislative Hearing - Ordinance 17-017 Abolishing the Code Enforcement Board. SECOND READING

d. Legislative Hearing - Ordinance No. 17-019 Amending Chapter 15 - Signs and Billboards FIRST READING

e. Legislative Hearing - Ordinance 17-022: Abandoning an unopened segment of North 31st Street right-of-way abutting the Pioneer Park Subdivision, between Madison Cay Apartments and Zora Neale Drive FIRST READING

12. **MISCELLANEOUS REPORTS & REQUESTS**

a. Restoring the Village update by Representative Larry Lee, Jr.

b. Presentation of St. Lucie Reads by Sean Boyle, Executive Director, Children's Services Council of St. Lucie County.

13. **CITY COMMISSION**

a. Resolution 17-R16 Establishing Quasi-Judicial Hearing Procedures

b. Resolution 17-R18 Declaring Certain Property as Surplus

c. City Commission to appoint one (1) voting delegate to the Florida League of Cities. The 91st Annual FLC Conference will be held August 17-19, 2017 in at the World Center Marriott, Orlando, Florida.

14. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will

not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

a. City Manager's Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

Meeting Date: 06/05/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the May 15, 2017 regular meeting.

Attachments

05.15.2017 Minutes

Form Review

Form Started By: Caleta Scott Started On: 05/12/2017 11:36 AM

Final Approval Date: 05/12/2017

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, MAY 15, 2017.

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

2. OPENING PRAYER - Deputy Chief Kenny Norris gave the opening prayer.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Absent: Commissioner Reginald Sessions

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

Commissioner Sessions arrived at 6:33 p.m.

5. APPROVAL OF MINUTES

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve the minutes of the May 1, 2017 regular meeting.

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

Passed

6. **PROCLAMATIONS**

a. Mayor Hudson issued a proclamation declaring May 14 - 20, 2017 as Police Week.

b. Mayor Hudson issued a proclamation declaring May 21 - 27, 2017 as National Public Works Week.

c. Mayor Hudson issued a proclamation declaring May 20 - 26, 2017 as National Safe Boating Week.

d. Mayor Hudson issued a proclamation declaring May 7 - 13, 2017 as Drinking Water Week.

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

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** - There were no comments from the public.

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

Mayor Hudson requested to switch the order of Public Hearings, considering item **11b** first.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson 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. 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 Out reach 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.

Commissioner Perona requested to pull item **10e**. Commissioner Johnson requested to pull item **10f**.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve items **10a**, **10b**, **10c**, **10d**, **10g**, **10h** and **10i.**

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

Passed

As to item **10e**, Commissioner Perona wanted to know if the GHO activity is working as planned. Kori Benton, Senior Planner, stated that the building permit should be collected in the next few weeks and the project is on track.

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

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

Passed

As to item **10f**, Commissioner Johnson inquired into the length of time of ownership and wanted to reduce the amount waived to increase the amount to be paid from $711.62 to $869.58. The hard costs do not reimburse the City for admin fees, interest and penalties that have been incurred since they have owned the parcel. The investment of City dollars should be considered. Peggy Arraiz, Code Compliance Manager, stated that the owner was previously misinformed about the fees. Commission discussion included staying consistent in the decisions to waive, consideration of staff time, and receiving consistent staff recommendations.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to increase the amount to be paid from $711.62 to $869.58.

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

Passed

11. PUBLIC HEARINGS - Item 11b was presented before item 11a.

a. Ordinance 17-017 Abolishing the Code Enforcement Board. FIRST READING (postponed from April 17, 2017 meeting) **This item was presented after item 11b.**

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

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.

James Messer, City Attorney, stated that in focusing on the key business objective to review how quasi-judicial hearings are handled, he has recommended transferring functions of Code Enforcement Board to a Special Magistrate.This decision may have incidental benefits including having decisions made by legally trained people, having a record created that can be upheld by a circuit court judge, and the City Attorney's ability to represent department heads instead of representing boards. He noted that by going in this direction, other boards that currently have quasi-judicial hearings may also be eliminated.

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

Commission discussion included the creation of the boards and why Special Magistrates were created. Commissioner Perona stated that after visiting Special Magistrate hearings, he felt the laws were upheld and the hearings were handled with compassion, proper instruction and education. Further discussion included thanking the volunteers that have been on boards for many years and noting that we are not in the same world as years ago. This decision does not reflect negatively on the board members. A change to Special Magistrate on these issues is a way to be an efficient government and create good services for our citizens.

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

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

Passed

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. **This item was heard before item 11a.**

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

Mayor Hudson opened the public hearing.
Jorge Cepero, applicant, was available for questions.
Seeing no one else, Mayor Hudson closed the public hearing.

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

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

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

a. Second Quarter Financial Report

Johnna Morris, Finance Director, gave a presentation and was available for questions. All funds, with the exception of the Sunrise Theatre and Golf Course, have positive total available resources at the end of the second quarter. Commission discussion included not messing with success, allocation of funds, and operating expenditures for FPRA.

13. CITY COMMISSION

14. COMMENTS FROM THE PUBLIC - There were no comments from the public.

15. COMMENTS FROM THE CITY MANAGER

Nicholas Mimms, City Manager, highlighted the Old Fort Park renovation and thanked Lion's Club as community partner, the Peacock Arts District energy should create development west of US1, the WRAC committee will update the Commission on June 19, 2017 regular meeting. The FIND (Florida Inland Navigation District) is working together with the County and CIty to get the dredging done in a cost efficient manor. City and County staff will meet with FEC (Florida East Coast) and All Aboard Florida to discuss railway and safety concerns. Budget workshop date is scheduled for July 6 and individual budget meetings will be scheduled.

16. COMMENTS FROM THE COMMISSION

Commissioner Perona had no comments.

Commissioner Sessions had no comments.

Commissioner Alexander had no comments.

Commissioner Johnson announced the Law Enforcement Memorial Service on May 18th at St. Bernadette's.

Mayor Hudson announced St. Paul AME Church program to celebrate law enforcement on May 28 at 10:00 am. On June 2, St. Lucie Reads will be at the Mets game and children will receive a free book.

17. ADJOURNMENT - There being no further business, Mayor Hudson adjourned the meeting at 7:58 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 06/05/2017

Re:

SUBJECT:

Proclamation Recognizing the Retirement of Samuel "Tony" Barnes

Attachments

Tony Barnes Retirement

Form Review

Form Started By: Caleta Scott Started On: 05/12/2017 11:34 AM

Final Approval Date: 05/12/2017

WHEREAS, Mr. Samuel Barnes, began his career within the Purchasing Department for the City of Fort Pierce in October 1989; and

WHEREAS, Mr. Samuel Barnes was deeply devoted and committed to his responsibilities as a member of the Purchasing Department and Administrative Services Department of the City of Fort Pierce serving as Purchasing Agent, Purchasing and Procurement Directors and Director of Administrative Services; and

WHEREAS, during his term of service, Mr. Samuel Barnes was a member of many professional associations including National Purchasing Institute, American Public Power Association, Florida Association of Government Purchasing Officers; and

WHEREAS, Mr. Samuel Barnes, throughout his career, received many accolades and certificates of appreciation from community agencies and partners including Supervisor of Elections, Police Athletic League, St. Lucie County School District, Dr. Martin Luther King Commemorative Committee, and Kids at Hope; and

WHEREAS, Mr. Samuel Barnes served the community of Fort Pierce for 27 years and 8 months with honor and selfless commitment toward keeping Fort Pierce beautiful; and

WHEREAS, Mr. Samuel Barnes has chosen to retire on June 5, 2017.

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

MR. SAMUEL "TONY" BARNES

in appreciation and recognition for his honorable and loyal service to the City of Fort Pierce.

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 5th day of June, 2017.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting **6.b.**

Meeting Date: 06/05/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation recognizing State Representative Larry Lee, Jr.

Attachments

State Representative Larry Lee Jr.

Form Review

Form Started By: Caleta Scott Started On: 05/12/2017 11:35 AM

Final Approval Date: 05/12/2017

WHEREAS, State Representative Larry Lee, Jr., was elected to the Florida House of Representatives in 2012, representing District 84; and

WHEREAS, during his term of service, Larry Lee, Jr. has worked on the Education Committee, Higher Education Appropriations Subcommittee, PreK-12 Appropriations Subcommittee, and the PreK-12 Innovation Subcommittee; and

WHEREAS, Larry Lee Jr. is the owner of a successful State Farm Insurance Agency, co-owner of WFLM and WIRA radio stations, co-founder of the Fort Pierce Jazz Society and the Avenue D Boys Choir; and

WHEREAS, Larry Lee Jr.'s volunteer work includes United Way of St. Lucie County, Leadership Florida, Lighthouse Foundation, United Against Poverty, and the Fort Pierce Redevelopment Agency; and

WHEREAS, in 2013, Larry Lee Jr. founded the Restoring the Village program to create a sense of pride for the neighborhood. Since that time, he organized a grand community clean-up effort that, with over 1000 volunteers on one day in 2016, cleared vacant lots, painted 23 homes and buildings, and landscaped 1.2 miles of property in the Lincoln Park community; and

WHEREAS, Larry Lee Jr. is being recognized as a hometown hero because of his tireless efforts to make this community a better place. On June 10, 2017, "Operation: Community Pride" will inspire the community to do their part in "Restoring the Village."

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

State Representative Larry Lee, Jr.

in appreciation and recognition for his honorable and loyal service to the City of Fort Pierce.

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 5th day of June, 2017.

_____

MAYOR/COMMISSIONER

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

Meeting Date: 06/05/2017

Re: Email from Brian Tinberg

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Brian Tinberg thanking Public Works employee, Earnest Ricciardi, for coming to his assistance out of the kindness of his heart.

Attachments

Email from Brian Tinberg

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:41 AM
City Manager	Nick Mimms	05/30/2017 08:49 AM

Form Started By: Jennifer Robinson Started On: 05/17/2017 12:41 PM

Final Approval Date: 05/30/2017

To: Jennifer D Robinson/cfp@cfp,
Cc: Mike Reals/cfp@cfp,
Bcc:
Subject: Fw: Earnest Ricciardi Truck 21016
From: Nicholas Mimms/cfp - Wednesday 05/17/2017 12:04 PM

History: This message has been replied to.

From: Brian Tinberg <BrianTinberg@outlook.com>
To: "twilliams@city-ftpierce.com" <twilliams@city-ftpierce.com>
Date: 05/16/2017 03:41 PM
Subject: Earnest Ricciardi Truck 21016

Earnest Ricciardi Truck #21016

Hello,

My name is Brian Tinberg. I am an FPUA customer.

Recently I suffered a brain and spinal cord injury. Earlier today I was exiting my home. My movement is extremely labored and painfully slow.

While exiting my home and walking down my driveway, one of your trucks pulled up across from my house in order to perform work-related duties.

The man noticed me and (safely) stopped his work duties. He came over to assist me.

I did not ask this man for help. He came out of the kindness of his heart. His actions are best described as a true and honorable example of character.

Thank you, Earnest Ricciardi! (I asked his name)

His gesture and his kindness means everything to me. Thank you Earnest!!!

Thank you so much,
Brian Tinberg
1123 Jasmine Avenue
Fort Pierce, FL 34982

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

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

Meeting Date: 06/05/2017

Re: Email from Sonia DuPree

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Sonia DuPree, Co-Founder/Director, E.N.D. IT! Corporation, thanking the City Manager and the City of Fort Pierce for the support and the opportunity to perform DADDY at the Sunrise Theatre.

Attachments

Email from Sonia DuPree

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:49 AM
City Manager	Nick Mimms	05/30/2017 08:49 AM

Form Started By: Jennifer Robinson Started On: 05/17/2017 02:11 PM

Final Approval Date: 05/30/2017

To: Jennifer D Robinson/cfp@cfp,
Cc: Kaitlyn Ballard/cfp@CFP,
Bcc:
Subject: Fw: Thank You from E.N.D. It!
From: Nicholas Mimms/cfp - Wednesday 05/10/2017 11:47 AM

History: This message has been replied to.

3 attachments

-----Forwarded by Nicholas Mimms/cfp on 05/10/2017 11:45AM -----
To: Nicholas Mimms <NMimms@City-FtPierce.Com>
From: Sonia DuPree <enditorg@att.net>
Date: 05/10/2017 11:29AM
Cc: Strather DuPree <strather.dupree@gmail.com>
Subject: Thank You from E.N.D. It!

Good Morning Mr. Mimms,

We would like to take a moment to thank YOU and the City of Fort Pierce, for the support and opportunity to perform DADDY at the Sunrise Theatre last Friday!

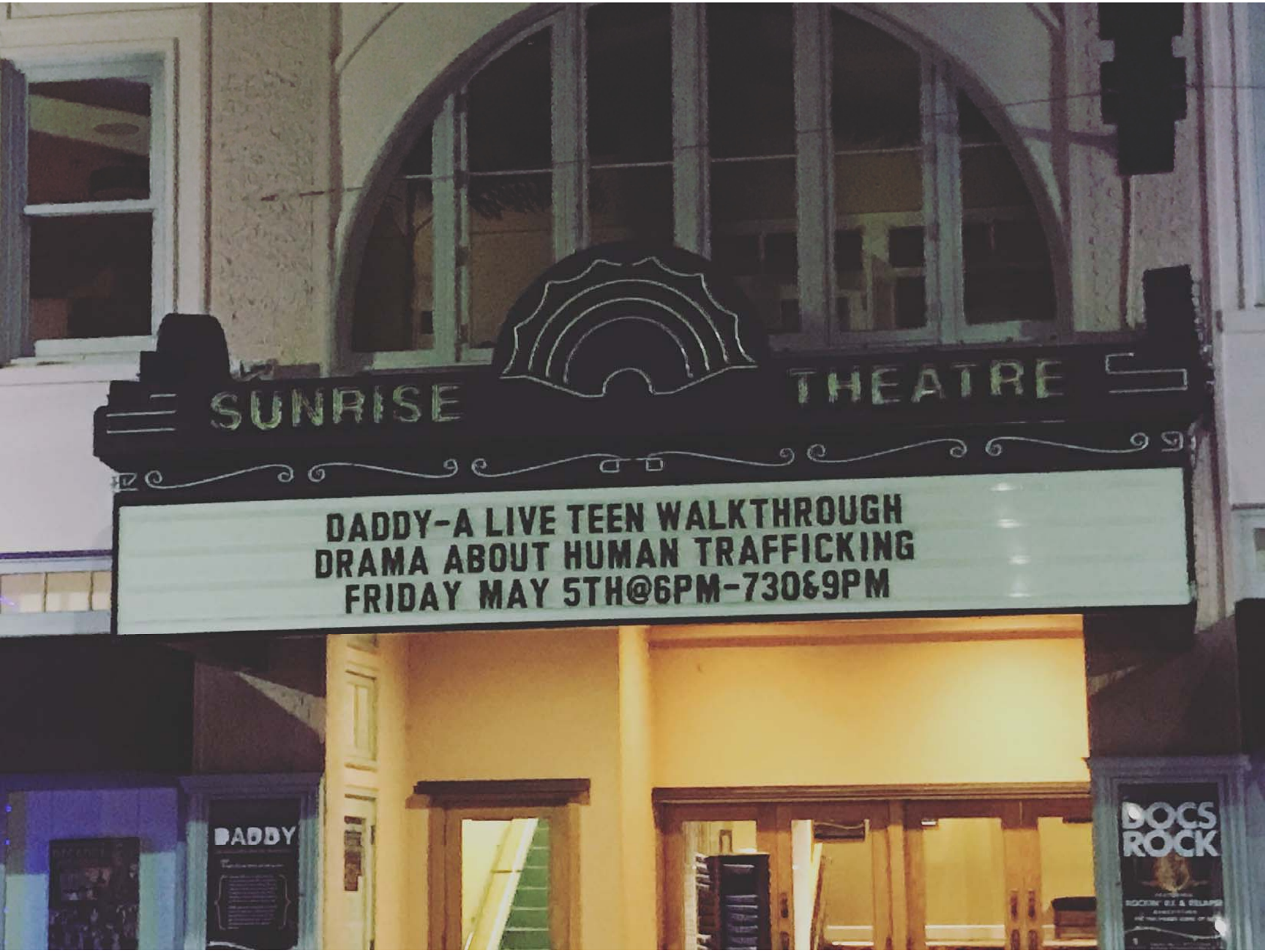
We sold out each of the 3 shows about a month in advance, so we opened to a full house of over 150 attendees! We were so proud of our youth for showing maturity, professionalism and rising to the occasion. They performed at a level we had not previously seen before! I am certain it is because of the confidence they felt from their community, that they would give a quality performance and effectively deliver the urgent message. At this point, we are still receiving requests for tickets with people indicating they are willing to travel to see it in another area!

I have attached some pictures and a quick behind-the-scenes video experience of our wonderful evening. It was an experience both the audience and the cast will never forget!

Mr. Mimms, your contribution and momentum behind our youth, is what made the evening possible. We are so blessed to find a community partner in you and the City of Fort Pierce!

Kind Regards,

Sonia DuPree
Co-Founder/Director
772-924-0470
E.N.D. IT! Corporation
www.everybodyisnotdoingit.org


SUNRISE
THEATRE
DADDY-A LIVE TEEN WALKTHROUGH
DRAMA ABOUT HUMAN TRAFFICKING
FRIDAY MAY 5TH@6PM-730&9PM
DADDY
DOCS
ROCK

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

Meeting Date: 06/05/2017

Re: Email from Sandra Bogan

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Sandra Bogan, St. Lucie County Environmental Education & Outreach Manager, thanking Mayor Hudson and the City of Fort Pierce for supporting the 13th Annual Earth Day Festival at the Oxbow Eco-Center.

Attachments

Email from Sandra Bogan

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:49 AM
City Manager	Nick Mimms	05/30/2017 08:49 AM

Form Started By: Jennifer Robinson Started On: 05/17/2017 12:57 PM

Final Approval Date: 05/30/2017

To: Jennifer D Robinson/cfp@cfp,
Cc:
Bcc:
Subject: Fw: THANK YOU!
From: Nicholas Mimms/cfp - Monday 05/08/2017 07:55 AM

History: This message has been replied to.

To: "'lhudson@city-ftpierce.com'" <lhudson@city-ftpierce.com>
From: Sandra Bogan <bogans@stlucieco.org>
Date: 05/05/2017 03:56PM
Cc: 'Caleta Scott' <CScott@city-ftpierce.com>, 'Shyanne Helms' <SHelms@City-FtPierce.Com>, Nicholas Mimms <NMimms@City-FtPierce.Com>
Subject: THANK YOU!

Hello Mayor Hudson,

I just wanted to take a moment to thank you and the City of Fort Pierce for supporting the 13th Annual Earth Day Festival at the Oxbow Eco-Center. It's safe to say that this year's festival was absolutely our best yet, not only because of the 84 exhibitors who participated and the approximately 3800 attendees, but because of the diversity of people, businesses, organizations, artists and performers that helped us celebrate what makes St. Lucie County a strong and caring community!

Your support made the festival come alive. Through the many talented artists, musicians, storytellers, and poets the festival reflected our citizens and leadership, our heritage, and our vision for a bright future. As we expand our programs and bring new opportunities to enhance the quality of life in St. Lucie County, I hope we can count on you for your continued support and input.

The journey has just begun …

(PS: I should have listened to you when you told me I should sit every chance I got during the festival … I could barely walk upright for a couple days ☺)

Sincerely,

Sandra Bogan

St. Lucie County

Environmental Education & Outreach Manager

Oxbow Eco-Center

5400 N.E. St. James Drive, Port St. Lucie, FL 34983

(772) 785-5833

www.oxboweco.com

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

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

Meeting Date: 06/05/2017

Re: Email from Representative Lee

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Representative Larry Lee, Jr. commending Deputy Chief Norris for his powerful, inspirational message about what is happening in the City of Fort Pierce.

Attachments

Email from Rep. Lee

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 09:23 AM
City Manager	Nick Mimms	05/30/2017 09:23 AM

Form Started By: Jennifer Robinson Started On: 05/30/2017 08:12 AM

Final Approval Date: 05/30/2017

Larry Lee Text re Kenny Norris
Nicholas Mimms
to:
Jennifer D Robinson
05/29/2017 06:05 PM
Cc:
"Diane Hobley-Burney"
Hide Details
From: Nicholas Mimms/cfp
To: Jennifer D Robinson/cfp@cfp
Cc: "Diane Hobley-Burney" <dhobley-burney@fppd.org>

Jennifer,

Please place this text from Representative Larry Lee on the June 5, 2017 City Commission agenda. His words are inspiring and uplifting.

Thanks!!!!

"Yesterday I had the an opportunity to hear one of the most inspirational messages I have ever heard from a law enforcement officer. Officer Kenny Norris gave a powerful message tying bible verses with what is happening today not only in Ft Pierce, but the world. He preached hope and faith. After listening to his message I can't believe anyone that was there did not leave with a great feeling. Our law enforcement officers don't hear enough the credit they deserve. It is my hope that the public wake up realize our law enforcement officers have a tough job and need our support. Yes there's been some bad things happen with some officers but it is not right for people to put all law enforcement officers in a bad light. Together we can make a difference and people like Deputy Chief Kenny Norris can show us the way."

Nick Mimms

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

Meeting Date: 06/05/2017

Re: RFP 2017-013 - Nuisance Abatement

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

---

SUBJECT:

Approve award of RFP No. 2017-013 - Nuisance Abatement to Gone Fishing Landscaping & More, LLC and Mow 4 Less Lawn Care, LLC in the total amount of $25,000.00 each.

SUMMARY:

RFP No. 2017-013 was advertised on March 14th and March 21st, 2017 with a scheduled opening at 3:00 PM on April 13, 2017. The bid invitation was sent to 287 vendors. Fifteen (15) vendors requested specifications with five (5) responding plus 0 "No Bids" (33% total response).

The services being provided are nuisance abatement services including boarding up vacant structures, removing graffiti and securing pools.

The City of Fort Pierce shall award contracts to two (2) primary contractors, the two most responsive and responsible bidders. It is the intention of the City to issue work equally to both contractors, however, the assignment of work shall be at the sole discretion of the Code Compliance Manager. Two contracts have been selected to ensure a continuation of services should one of the contractors be unable to perform the work assigned.

RECOMMENDATION:

Approval of the ranking below and to award to the top two highest ranked firms, Gone Fishing Landscaping & More LLC, Fort Pierce, FL in an amount not to exceed $25,000.00 and to Mow 4 Less Lawn Care LLC in the amount not to exceed $25,000.00. The term of the contract will be one year with two (2) one-year renewals with amounts not to exceed $25,000.00 per contract.

The ranking of the firms are as follows:

1. Gone Fishing Landscaping & More, LLC, Fort Pierce, FL
2. Mow 4 Less Lawn Care, LLC, Fort Pierce, FL
3. Anchors Emergency Board-up Services, Inc, Wellington, FL
4. Close Construction, LLC, Okeechobee, FL
5. Sylent Cleaning and Landscaping, Fort Pierce, FL

ALTERNATIVES:

Deny the award.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Gelencia Carter, Purchasing Manager
Georgia Montgomery, Purchasing Specialist

Fiscal Impact

Budgeted Y/N: Yes
Fiscal Year: 2017
Account: 001-2903-524-34-40
Amount: 50,000
FISCAL IMPACT:
$50,000 from the general fund.

Attachments

Ranking criteria with scores

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	05/24/2017 10:56 AM
Finance Department	Johnna Morris	05/24/2017 05:16 PM
City Manager	Kaitlyn Ballard	05/30/2017 08:52 AM
City Manager	Nick Mimms	05/30/2017 02:01 PM
Form Started By: Peggy Arraiz		Started On: 05/19/2017 04:20 PM
Final Approval Date: 05/30/2017		

REQUEST FOR PROPOSALS NO. 2017-013
NUISANCE ABATEMENT
COMMITTEE EVALUATION MEETING – 4-20-17

EVALUTION CRITERIA	PROPOSERS				
	Anchors Emergency Board-up Services, Inc. Wellington, FL	Close Construction, LLC. Okeechobee, FL	Gone Fishing Landscaping, LLC. Fort Pierce, FL	Mow 4 Less Lawn Care, LLC. Fort Pierce, FL	Sylent Cleaning & Landscaping Fort Pierce, FL
Verification of equipment Points 10	0	2	10	10	0
Qualified personnel Points 10	5	5	10	10	0
Past Performance Points 10	5	5	10	10	0
Ability to meet set standards Points 10	2	5	10	10	0
Qualifications of Proposer Points 10	2	4	10	5	0
Related Experience Points 5	1	1	5	5	0
Past Contracts Points 5	0	2	5	5	1
Cost Points 10	5	0	10	10	2
References Points 5	1	1	5	5	1
Local Preference Points 25	10	20	25	25	25
TOTAL POINTS	31	45	100	95	29

See Section II, Special Terms and Conditions Local Vendor Preference, page 9 for what is define as local and the Locality Rating Table. Highest possible points are 25.

REQUEST FOR PROPOSALS NO. 2017-013
NUISANCE ABATEMENT
COMMITTEE EVALUATION MEETING – 5-5-17

EVALUTION CRITERIA	PROPOSERS				
	Anchors Emergency Board-up Services, Inc. Wellington, FL	Close Construction, LLC. Okeechobee, FL	Gone Fishing Landscaping, LLC. Fort Pierce, FL	Mow 4 Less Lawn Care, LLC. Fort Pierce, FL	Sylent Cleaning & Landscaping Fort Pierce, FL
Verification of equipment Points 10	0	5	10	10	0
Qualified personnel Points 10	0	0	10	10	0
Past Performance Points 10	0	0	10	10	5
Ability to meet set standards Points 10	10	10	10	10	5
Qualifications of Proposer Points 10	10	10	10	10	5
Related Experience Points 5	0	5	5	5	5
Past Contracts Points 5	0	0	5	5	5
Cost Points 10	5	0	10	10	5
References Points 5	5	5	5	5	5
Local Preference Points 25	10	20	25	25	25
TOTAL POINTS	40	55	100	100	60

See Section II, Special Terms and Conditions Local Vendor Preference, page 9 for what is define as local and the Locality Rating Table. Highest possible points are 25.

REQUEST FOR PROPOSALS NO. 2017-013
NUISANCE ABATEMENT
COMMITTEE EVALUATION MEETING – 4-20-2017

EVALUTION CRITERIA	Anchors Emergency Board-up Services, Inc. Wellington, FL	Close Construction, LLC. Okeechobee, FL	Gone Fishing Landscaping, LLC. Fort Pierce, FL	Mow 4 Less Lawn Care, LLC. Fort Pierce, FL	Sylent Cleaning & Landscaping Fort Pierce, FL
	PROPOSERS				
Verification of equipment Points 10	0	6	8	10	1
Qualified personnel Points 10	0	8	10	9	1
Past Performance Points 10	10	10	10	9	1
Ability to meet set standards Points 10	2	10	10	9	2
Qualifications of Proposer Points 10	3	9	8	8	Ø
Related Experience Points 5	0	5	5	5	1
Past Contracts Points 5	0	5	5	5	1
Cost Points 10	1	Ø	9	9	2
References Points 5	5	5	5	5	Ø
Local Preference Points 25	10	20	25	25	25
TOTAL POINTS	31	78	95	94	34

See Section II, Special Terms and Conditions Local Vendor Preference, page 9 for what is define as local and the Locality Rating Table. Highest possible points are 25.

REQUEST FOR PROPOSALS NO. 2017-013
NUISANCE ABATEMENT
COMMITTEE EVALUATION MEETING – 4/20/17

EVALUTION CRITERIA	Anchors Emergency Board-up Services, Inc. Wellington, FL	Close Construction, LLC. Okeechobee, FL	Gone Fishing Landscaping, LLC. Fort Pierce, FL	Mow 4 Less Lawn Care, LLC. Fort Pierce, FL	Sylent Cleaning & Landscaping Fort Pierce, FL
	PROPOSERS				
Verification of equipment Points 10	0 - non-response	10	10	10	0 - non-responsive
Qualified personnel Points 10	0 - non-response	10	10	10	
Past Performance Points 10	10	0	10	10	
Ability to meet set standards Points 10	10	10	10	10	
Qualifications of Proposer Points 10	10	10	10	10	
Related Experience Points 5	5	1	5	5	
Past Contracts Points 5 /10	0 - non-response	0	5	5	
Cost Points 10	1 no add.	5	10	10	3
References Points 5	5	5	5	5	3
Local Preference Points 25	10	20	25	25	25
TOTAL POINTS	51	71	100	100	31

See Section II, Special Terms and Conditions Local Vendor Preference, page 9 for what is define as local and the Locality Rating Table. Highest possible points are 25.

REQUEST FOR PROPOSALS NO. 2017-013
NUISANCE ABATEMENT
COMMITTEE EVALUATION MEETING – May 5, 2017

	PROPOSERS				
EVALUTION CRITERIA	**Anchors Emergency Board-up Services, Inc. Wellington, FL**	**Close Construction, LLC. Okeechobee, FL**	**Gone Fishing Landscaping, LLC. Fort Pierce, FL**	**Mow 4 Less Lawn Care, LLC. Fort Pierce, FL**	**Sylent Cleaning & Landscaping Fort Pierce, FL**
Verification of equipment Points 10	0	10	10	10	0
Qualified personnel Points 10	0	10	10	10	0
Past Performance Points 10	10	7	10	10	0
Ability to meet set standards Points 10	10	10	10	10	0
Qualifications of Proposer Points 10	10	10	10	10	0
Related Experience Points 5	5	1	5	5	0
Past Contracts Points 5	0	0	5	5	0
Cost Points 10	2	5	10	10	2
References Points 5	5	5	5	5	1
Local Preference Points 25	5	5	5	5	1
TOTAL POINTS	52	78	100	100	28

See Section II, Special Terms and Conditions Local Vendor Preference, page 9 for what is define as local and the Locality Rating Table. Highest possible points are 25.

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

Meeting Date: 06/05/2017

Re: RFP 2017-012 - Lot Clearing

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

---

SUBJECT:

Approve award of RFP No. 2017-012 - Lot Clearing to Gone Fishing Landscaping & More LLC and Mow 4 Less Lawn Care LLC for $12,500.00 each for current fiscal year $25,000.00 each in subsequent years.

SUMMARY:

RFP No. 2017-012 was advertised on March 14th and March 21st, 2017 with a scheduled opening at 3:00 PM on April 13, 2017.The bid invitation was sent to 287 vendors. Eleven (11) vendors requested specifications with four (4) responding plus 0 "No Bids" (36% total response).

The services being provided are landscaping services to address nuisance conditions including cutting tall grass and trimming trees and bushes to CPTED standards.

The City of Fort Pierce shall award contracts to two (2) primary contractors, the two most responsive and responsible bidders. It is the intention of the City to issue work equally to both contractors, however, the assignment of work shall be at the sole discretion of the Code Compliance Manager. Two contractors have been selected to ensure a continuation of services should one of the contractors be unable to perform the work assigned.

RECOMMENDATION:

Approval of the ranking below and to award to the top two highest ranked firms, Gone Fishing Landscaping & More LLC, Fort Pierce, FL, in the amount not to exceed $12,500.00 for the remainder of FY 2017 and to Mow 4 Less Lawn Care LLC, Fort Pierce, FL in the amount not to exceed $12,500.00 for remainder of FY 2017. The term of the contract will be one year with two (2) one-year renewals with amounts not to exceed $25,000.00 per contract.

The ranking of the firms are as follows:

1. Gone Fishing Landscaping & More LLC, Fort Pierce, FL
2. Mow 4 Less Lawn Care LLC, Fort Pierce, FL
3. Close Construction LLC, Okeechobee, FL
4. Sylent Cleaning and Landscaping, Fort Pierce, FL

ALTERNATIVES:

Deny the award.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Gelencia Carter, Purchaing Manager
Georgia Montgomery, Purchasing Specialist

Fiscal Impact

Budgeted Y/N: Yes
Fiscal Year: 2017
Account: 001-2903-524-34-50
Amount: 25,000.00
FISCAL IMPACT:
$25,000.00 in FY 2017

Attachments

Bid criteria with scores

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	05/22/2017 09:43 AM
Finance Department	Johnna Morris	05/24/2017 05:16 PM
City Manager	Kaitlyn Ballard	05/30/2017 09:07 AM
City Manager	Nick Mimms	05/30/2017 02:01 PM
Form Started By: Peggy Arraiz		Started On: 05/19/2017 03:47 PM
Final Approval Date: 05/30/2017		

REQUEST FOR PROPOSALS NO. 2017-012
NUISANCE ABATEMENT ~ LOT & CPTED CLEARING
COMMITTEE EVALUATION MEETING – 4-20-2017

	PROPOSERS			
EVALUTION CRITERIA	**Close Construction, LLC Okeechobee, FL**	**Gone Fishing Landscaping, LLC. Fort Pierce, FL**	**Mow 4 Less Lawn Care, LLC. Fort Pierce, FL**	**Sylent Cleaning & Landscaping Fort Pierce, FL**
Verification of equipment Points 10	0	10	10	1
Qualified personnel Points 10	8	10	9	1
Past Performance Points 10	0	10	9	1
Ability to meet set standards Points 10	5	10	9	2
Qualifications of Proposer Points 10	5	8	8	Ø
Related Experience Points 5	0	5	5	1
Past Contracts Points 5	0	5	5	1
Cost Points 10	1	9	9	2
References Points 5	5	5	5	Ø
Local Preference Points 25	20	25	25	25
TOTAL POINTS	44	97	94	34

See Section II, Special Terms and Conditions Local Vendor Preference, page 9 for what is define as local and the Locality Rating Table. Highest possible points are 25.

REQUEST FOR PROPOSALS NO. 2017-012
NUISANCE ABATEMENT ~ LOT & CPTED CLEARING
COMMITTEE EVALUATION MEETING – 4-20-17

	PROPOSERS			
EVALUTION CRITERIA	**Close Construction, LLC Okeechobee, FL**	**Gone Fishing Landscaping, LLC. Fort Pierce, FL**	**Mow 4 Less Lawn Care, LLC. Fort Pierce, FL**	**Sylent Cleaning & Landscaping Fort Pierce, FL**
Verification of equipment Points 10	0	10	10	0
Qualified personnel Points 10	5	10	10	0
Past Performance Points 10	2	10	10	0
Ability to meet set standards Points 10	5	10	10	0
Qualifications of Proposer Points 10	5	10	5	0
Related Experience Points 5	0	5	5	0
Past Contracts Points 5	0	5	5	0
Cost Points 10	2	10	10	7
References Points 5	5	5	5	3
Local Preference Points 25	20	25	25	25
TOTAL POINTS	44	100	95	35

See Section II, Special Terms and Conditions Local Vendor Preference, page 9 for what is define as local and the Locality Rating Table. Highest possible points are 25.

REQUEST FOR PROPOSALS NO. 2017-012
NUISANCE ABATEMENT ~ LOT & CPTED CLEARING
COMMITTEE EVALUATION MEETING – 5-5-17

	PROPOSERS			
EVALUTION CRITERIA	Close Construction, LLC Okeechobee, FL	Gone Fishing Landscaping, LLC. Fort Pierce, FL	Mow 4 Less Lawn Care, LLC. Fort Pierce, FL	Sylent Cleaning & Landscaping Fort Pierce, FL
Verification of equipment Points 10	5	10	10	0
Qualified personnel Points 10	0	10	10	0
Past Performance Points 10	0	10	10	8
Ability to meet set standards Points 10	10	10	10	8
Qualifications of Proposer Points 10	10	10	10	5
Related Experience Points 5	5	5	5	5
Past Contracts Points 5	0	5	5	5
Cost Points 10	0	10	9	5
References Points 5	5	5	5	5
Local Preference Points 25	20	25	25	25
TOTAL POINTS	55	100	99	66

See Section II, Special Terms and Conditions Local Vendor Preference, page 9 for what is define as local and the Locality Rating Table. Highest possible points are 25.

REQUEST FOR PROPOSALS NO. 2017-012
NUISANCE ABATEMENT ~ LOT & CPTED CLEARING
COMMITTEE EVALUATION MEETING – 4/20/17

	PROPOSERS			
EVALUTION CRITERIA	**Close Construction, LLC Okeechobee, FL**	**Gone Fishing Landscaping, LLC. Fort Pierce, FL**	**Mow 4 Less Lawn Care, LLC. Fort Pierce, FL**	**Sylent Cleaning & Landscaping Fort Pierce, FL**
Verification of equipment Points 10	0	10	10	0 - non-rsp.
Qualified personnel Points 10	10	10	10	
Past Performance Points 10	0	10	10	
Ability to meet set standards Points 10	5	10	10	
Qualifications of Proposer Points 10	5	10	10	
Related Experience Points 5	0	5	5	
Past Contracts Points 5	0	5	5	
Cost Points 10	1	10	10	7
References Points 5	5	5	5	3
Local Preference Points 25	20	25	25	25
TOTAL POINTS	46	100	100	35

See Section II, Special Terms and Conditions Local Vendor Preference, page 9 for what is define as local and the Locality Rating Table. Highest possible points are 25.

REQUEST FOR PROPOSALS NO. 2017-012
NUISANCE ABATEMENT ~ LOT & CPTED CLEARING
COMMITTEE EVALUATION MEETING – May 5, 2017

	PROPOSERS			
EVALUTION CRITERIA	**Close Construction, LLC Okeechobee, FL**	**Gone Fishing Landscaping, LLC. Fort Pierce, FL**	**Mow 4 Less Lawn Care, LLC. Fort Pierce, FL**	**Sylent Cleaning & Landscaping Fort Pierce, FL**
Verification of equipment Points 10	10	10	10	0
Qualified personnel Points 10	10	10	10	0
Past Performance Points 10	7	10	10	0
Ability to meet set standards Points 10	10	10	10	0
Qualifications of Proposer Points 10	10	10	10	0
Related Experience Points 5	1	5	5	0
Past Contracts Points 5	0	5	5	0
Cost Points 10	5	10	10	2
References Points 5	5	5	5	1
Local Preference Points 25	5	25	25	1
TOTAL POINTS	78	100	100	28

See Section II, Special Terms and Conditions Local Vendor Preference, page 9 for what is define as local and the Locality Rating Table. Highest possible points are 25.

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

Meeting Date: 06/05/2017

Re: Approval of Lynch Paving and Construction Company's CO No. 1 - Bid No. 2017-004

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Lynch Paving and Construction Company's Change order No. 1 in the amount of $11,595.00 for the Melody Lane Parking Lot Reconstruction project.

SUMMARY:

This change order includes additional funding to compensate for line item overruns incurred during the construction of the Melody Lane Parking Lot, a breakdown of the work is included on the attached change order.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Saint Lucie County Facilities Division and City of Fort Pierce Public Works

---

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	40343005383490
Amount:	11,595.00

FISCAL IMPACT:

The $11,595 will initially be encumbered from SMU Revenue Account No. 403-4300-538-3490 with a reimbursement from Saint Lucie County in the amount of $5,797.50 once payment to the contractor is made.

Attachments

CO No. 1

Interlocal Agreement

SLC Concurrence

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	05/10/2017 03:44 PM
Finance Department	Johnna Morris	05/24/2017 05:15 PM
City Manager	Nick Mimms	05/30/2017 08:41 AM
Form Started By: Tracy Telle		Started On: 05/09/2017 01:13 PM
Final Approval Date: 05/30/2017		

CHANGE ORDER NO. 1

MELODY LANE PARKING LOT RECONSTRUCTION

Bid No. 2017-004

DATE: May 2, 2017

CONTRACTOR: Lynch Paving and Construction Company

OWNER: City of Fort Pierce/Saint Lucie County

ORIGINAL CONTRACT AMOUNT	:	$ 213,657.60
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 213,657.60
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 11,595.00**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 225,252.60**
CURRENT CONTRACT EXPIRATION DATE	:	May 17, 2017
CONTRACT EXPIRATION DATE ADJUSTED BY THIS CHANGE ORDER	:	May 29, 2017

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for expanding the construction limits of the parking lot demolition and parking lot reconstruction, deletion of asphalt originally proposed for grading purposes, over-runs of truncated brick domes pavers, addition of mulch within landscaped areas, deletion of 15" RCP drainage pipe, and deletion of a drainage structure. All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

Description	*Unit*	*Qty*	*Unit Price*	*Amount*
1. ADD - Parking Lot Demolition/Disposal	SY	3,000	$3.86	$11,580.00
2. ADD - Coquina Shellrock Base	SY	679	$11.50	$7,808.50
3. DELETE - Superpave Asphalt Concrete Traffic	TN	65	$91.60	(-$5,954.00)
4. DELETE – 15" RCP Storm Drain	LF	24	$44.00	(-$1,056.00)
5. DELETE – Type "9" Curb Inlet	EA	1	$3,780.00	(-$3,780.00)
6. ADD – Truncated Brick Domed Pavers	SF	48	$50.00	$2,400.00
7. ADD – Mulch	LS	1	$596.50	$596.50
NET INCREASE BY THIS CHANGE ORDER				**$11,595.00**

III. JUSTIFICATION:

1. Parking Lot Demolition/Asphalt – The original design did not propose the total demolition of the existing parking lot. In order to provide for a better constructed parking lot staff opted to demolish the entire parking lot.
2. Coquina Shellrock Base Material – Due to the demolition of the parking lot additional base material was required to accurately prepare the parking lot for the asphalt pavement.
3. Superpave Asphalt Pavement – The original plan proposed the utilization of asphalt for parking lot grading. The total reconstruction of the parking lot eliminated the need for the asphalt build-up.

4. 15" RCP Drainage Pipe – With the parking lot reconstruction we were able to eliminate 25 LF of 15' RCP storm drainage pipe.
5. Type "9" Curb Inlet – The parking lot reconstruction resulted in the elimination of a proposed Type "9" Curb Inlet.
6. Truncated Brick Domed Pavers – Added the ADA warning mats at all roadway/parking lot pedestrian crossings.
7. Mulch – The original plans did not include mulch for the landscaped areas.

IV. PAYMENT:

This change order work will increase the existing contract price by $11,595.00 which will be funded in part by Saint Lucie County in the amount of $5,797.50 and by the City of Fort Pierce's SMU Revenue Account No. 403-4300-538-3490 in the amount of $5,797.50.

V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:

John R. Andrews, P.E.
City Engineer

By: _____
Signature

Date: 5/3/17

APPROVED AS TO FORM AND CORRECTNESS:

James M. Messer, Esq.
City Attorney

By: _____ 5/4/17
Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

Robert P. Gent, Vice-President
Lynch Paving and Construction Company

By: Robert P. Gent
Signature

Date: 5/3/17

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4214213 07/27/2016 03:57:33 PM
OR BOOK 3895 PAGE 471 - 475 Doc Type: AGR
RECORDING: $44.00

C16-06-315

INTERLOCAL AGREEMENT
MELODY LANE PARKING AREA

THIS INTERLOCAL AGREEMENT is made and entered into this 21 day of June, 2016, between **City of Fort Pierce, a** Florida municipal corporation, hereinafter referred to as the "City" and **St. Lucie County,** a political subdivision of the State of Florida, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the County owns the following described property (hereinafter called the" Melody Lane Parking Area") located in downtown Fort Pierce, Florida: St. Lucie County Riverside Park - all - less to Episcopal Church (Map 24/10G) (1 and 3), Parcel ID #2410-801-0003-000-5; and

WHEREAS, the City desires to reconfigure the existing general parking layout to provide angle parking and improved internal circulation; and,

WHEREAS, the County has monies that were designated to repave Melody Lane Parking Area.

NOW, THEREFORE, in consideration of these promises and mutual covenants contained herein, the parties agree as follows:

1. **General.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein. The above recitals are true and correct.

2. **Description of Project.** The project is to reconfigure the existing parking layout to provide angle parking and improve internal circulation at the Melody Lane Parking Area, as generally depicted in the attached Exhibit "A".

3. **County Responsibilities.** The County shall be responsible for the following:

A. The County will contribute one hundred thousand and 00/100 ($100,000.00) dollars to reconfigure the Melody Lane Parking Area in accordance with the approved plans.

B. The County will review, comment and approve the plans. The project may not proceed without the County's approval of the final plans.

C. Except as otherwise agreed between the County and the City in writing, the County shall be responsible for maintenance of the reconfigured Parking Area upon completion and acceptance of the project.

D. The County acknowledges that all parking shall remain open to the public with no reserved spaces

4. **City Responsibilities.** The City shall be responsible for the following:

A. The City will provide a design plan to be approved by the County.

B. The City will fund the balance of the improvements to the parking area to the extent the cost of the project exceeds one hundred thousand and 00/100($100,000.00) dollars.

C. The City will bid, award and manage the construction of the improvements.

D. The City will provide the County with a copy of the as built plans upon completion of construction.

E. The City acknowledges that all parking shall remain open to the public with no reserved spaces.

F. The City acknowledges that the County will not approve any high maintenance designs such as cobblestone, pavers and high maintenance landscaping unless the City agrees to assume maintenance responsibility for those elements of the project.

5. **Complete Understanding.** This Agreement contains the complete understanding of the parties hereto, notwithstanding any previous written or oral understanding between the parties on the same subject.

6. **Notices.** Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

To City:
Fort Pierce City Manager
Post Office Box 1480
Fort Pierce, Florida 34954

With copy to:
Fort Pierce City Attorney
Post Office Box 1480
Fort Pierce, Florida 34954

To County:
St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

With copy to:
St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982

or to such other address as the parties may from time to time specify in writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

7. **Amendments.** No amendment, modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed by both parties, and no waiver of any breach or condition of this agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

8. **Further Documents.** Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

9. **Sections-Captions.** Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this agreement or any provision hereof.

10. **Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegibility or invalidity shall not affect the validity of the remainder of this Agreement.

11. **Governing Law.** This Agreement and the rights of the Parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

12. **Filing; Effective Date.** This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, prior to its effectiveness.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals on this 21 day of June, 2016.

ATTEST:

Linda W. Cox

Linda Cox, CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: Linda Hudson

Linda Hudson, MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

James Messer, CITY ATTORNEY

CLERK OF THE CIRCUIT COURT ST. LUCIE COUNTY

ATTEST:

_____

DEPUTY CLERK

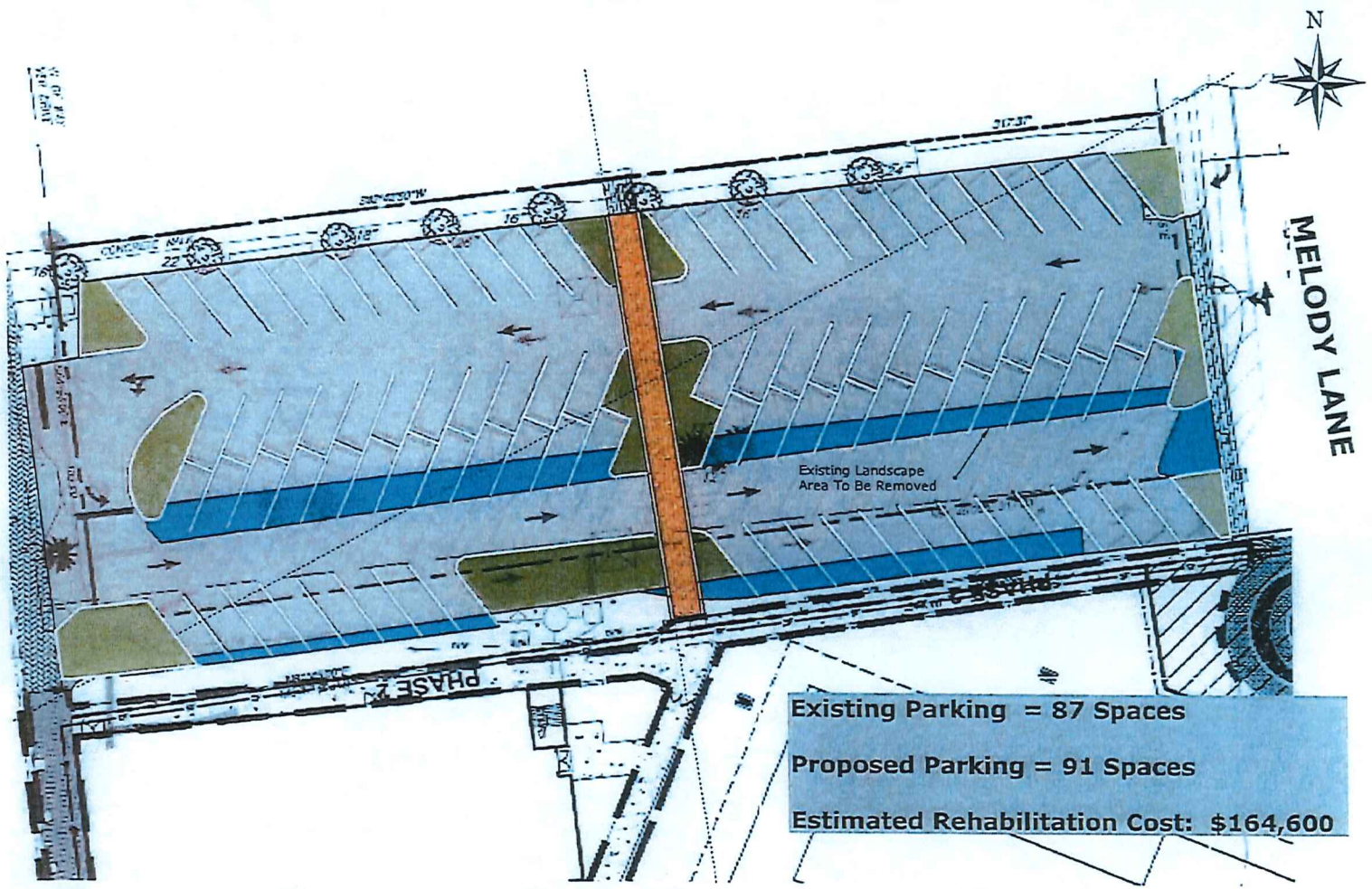
BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA

BY: _____

CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
ASA COUNTY ATTORNEY



tabbies

EXHIBIT

A

Melody Lane Parking Area - Rehabilitation

RE: Melody Parking Lot
Greg White
to:
'Tracy Telle'
04/25/2017 08:02 AM
Cc:
Scotty Beaulieu
Hide Details
From: Greg White <whiteg@stlucieco.org>
To: 'Tracy Telle' <TTelle@City-FtPierce.Com>
Cc: Scotty Beaulieu <beaulieus@stlucieco.org>
History: This message has been replied to.

Tracy,
Just re-checked with our leaders over here. We are good with everything. The county will fund $5,797.50 of this change order. Please invoice us this amount and another invoice for the original $100k contribution to the project.

Thanks,
Greg

From: Tracy Telle [mailto:TTelle@City-FtPierce.Com]
Sent: Tuesday, April 25, 2017 7:43 AM
To: Greg White <whiteg@stlucieco.org>
Cc: Scotty Beaulieu <beaulieus@stlucieco.org>
Subject: RE: Melody Parking Lot

Greg,

I need to get this CO processed and need to know whether the County will graciously contribute to the overruns. I would greatly appreciate an update as soon as possible.

Thanks,

Tracy S. Telle | Assistant City Engineer | City of Fort Pierce
Engineering Department
Phone: 772.467.3776 Fax: 772.460-6847 100 North U.S. 1 Fort Pierce, FL 34950

Website| Facebook| Survey

THE SUNRISE CITY
FORT PIERCE
Florida

From: Tracy Telle/cfp
To: Greg White <whiteg@stlucieco.org>
Cc: Scotty Beaulieu <beaulieus@stlucieco.org>
Date: 04/18/2017 04:36 PM
Subject: RE: Melody Parking Lot

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

Meeting Date: 06/05/2017

Re: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND IUPA

Submitted For: Kevin Browning, Human Resources Manager, Human Resources

SUBJECT:

Approval of the Contract between the City of Fort Pierce and the International Union of Police Associations, AFL-CIO which was ratified on April 27, 2017 by the Union.

SUMMARY:

Negotiations have ended with an agreed upon and ratified contract, and needs the Commission approval.

RECOMMENDATION:

Approval is recommended.

ALTERNATIVES:

Proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Kevin Browning

COORDINATED WITH:

Chief Diane-Hobley Burney
Deputy Chief Frank Amandro
Deputy Chief Kenny Norris
Barbara Moore

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Amount: $140,433

OTHER INFORMATION:

3% Total. - 2.5% was budgeted in the 2016 - 2017 budget, and the remaining portion will be realized in operating expenditures.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Kevin Browning	05/15/2017 10:15 AM
City Manager	Kevin Browning	05/22/2017 03:51 PM
City Manager	Nick Mimms	05/30/2017 08:36 AM
City Manager	Nick Mimms	05/30/2017 01:07 PM

Form Started By: Kevin Browning Started On: 05/01/2017 04:31 PM

Final Approval Date: 05/30/2017

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

INTERNATIONAL UNION of POLICE ASSOCIATIONS, AFL-CIO

(Police Officer Unit)

October 1, 2016 to September 30, 2019

Table of Contents

Article		*Page*
1	PREAMBLE	1
2	RECOGNITION	2
3	SUBCONTRACTING	3
4	EMPLOYEE RIGHTS	4
5	MANAGEMENT RIGHTS	5
6	NO STRIKES AND LOCKOUTS	6
7	BULLETIN BOARDS AND MAILBOXES	7
8	WORKING OUT OF CLASSIFICATION	8
9	WORK RULES	9
10	HOURS OF WORK, OVERTIME AND COMPENSATORY TIME	10
11	DISPOSITION OF GRIEVANCES	13
12	SAFETY AND HEALTH	15
13	SENIORITY	16
14	REDUCTION IN FORCE	17
15	RESERVED	18
16	INSURANCE	19
17	CHECKOFF	20
18	UNION REPRESENTATION	21
19	FIELD TRAINING OFFICER (F.T.O.)	23
20	SPECIALIZED UNITS	24
21	DAMAGED PERSONAL PROPERTY	25
22	HOLIDAYS	26
23	VACATION LEAVE	27
24	SICK LEAVE	29
25	BEREAVEMENT LEAVE	31
26	DRUG AND ALCOHOL TESTING	32
27	RESERVED	36
28	AFFIRMATIVE ACTION	37
29	INTERNAL AND EXTERNAL INVESTIGATIONS	38

30 SEVERABILITY 39
31 EDUCATIONAL REIMBURSEMENT 40
32 RETIREMENT PLAN 41
33 WAGES/ADDENDUM 43
34 DURATION OF AGREEMENT 44

ARTICLE 1

PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the **"EMPLOYER"** or the **"CITY"**, and, International Union of Police Associations, AFL-CIO hereinafter referred to as the **ASSOCIATION** and/or the **"EMPLOYEE(S)."** This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1706.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic and entire Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no individual arrangements contrary to the terms herein provided.

ARTICLE 2

RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes the INTERNATIONAL UNION of POLICE ASSOCIATIONS, AFL-CIO as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification, #1706 as amended, excluding all other employees.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Officer, member and employee shall be synonymous.

ARTICLE 3

SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission agenda, without waiver of either parties rights under the law.

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, withdraw from membership from the ASSOCIATION, refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

SECTION 4.2

There shall be no discrimination against any employee by reason of race, creed, color, age, physical handicap, national origin, sex, religious beliefs or ASSOCIATION membership or activity, or lack of ASSOCIATION membership or activity.

SECTION 4.3

This Agreement shall not foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, Section 5.2 and Article 11 will continue in case of emergency.

ARTICLE 6

NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike may be subject to discipline, up to and including termination.

ARTICLE 7

BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum seven (7) days in advance of posting the notice.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee for approval a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email.

SECTION 7.4

The Chief of Police or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.1

Whenever an employee is directed by the Chief of Police or designee to work temporarily at one rank higher, the employee shall receive a stipend of three hundred and twenty dollars ($320.00) per month while working in that capacity. To qualify for this increase, the employee must work in the higher rank for a period exceeding thirty-four (34) hours. This assignment will apply only to Acting Sergeant from an Officer position.

SECTION 8.2

An employee who temporarily performs work in a lower classification totally different from his normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

ARTICLE 9

WORK RULES

SECTION 9.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 9.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions requires flexible working hours.

SECTION 9.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended upon mutual agreement by both parties.

ARTICLE 10

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 10.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14 day work cycle, with the exception of items covered in Article 10, Section 10.8.

SECTION 10.2

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 10.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 10.3

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a 14 day work cycle.

SECTION 10.4 - RECALL

If an employee is called back to work from the employee's residence after completion of the employee's regular shift, the employee shall receive a minimum of two and one-half hours (2 1/2) pay at the rate of time and one-half (1 1/2).

SECTION 10.5 - COURT TIME

If an employee attends court during the employee's off-duty time and as a part of the employee's regular duties, the employee will be compensated at a rate of time and one-half (1 1/2) for all hours worked over eighty (80), with a minimum of two and one-half (2 1/2) hours at the straight time rate. All private checks issued to officers will be turned in to Fiscal Management personnel. When attending more than one court hearing or state attorney hearings officers will be compensated at a rate of a minimum of two and one-half (2 1/2) hours at the straight time rate for each hearing in accordance with a two and one-half hour (2 1/2) window between the two hearings.

SECTION 10 (Continued)

SECTION 10.6 - STAND BY PAY

Detectives assigned to the Criminal Investigations Divisions who are required to be on standby duty and who are required to be available for call out at any time during the standby duty period, shall receive one hour pay at time and one-half of the employee's regular rate for each regular work day on such standby status, and two (2) times the employee's regular rate for such standby status on the employees day off, holidays included. In addition, such employee in standby status will be paid the employee's regular rate of pay, for all work performed when called to work from standby status in addition to all other hours worked.

SECTION 10.7 - CLOTHING ALLOWANCE

Officers required to wear plain clothes shall receive an allowance of one hundred-twenty dollars ($120.00) per month while assigned.

SECTION 10.8 – COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Officers may request compensatory time in lieu of overtime.

Compensatory time shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief. Any compensatory time over exceed one hundred twenty (120) hours will be converted to pay at 1 1/2 times. 29 CFR §553.25.

SECTION 10. 9 – K-9 OFFICER COMPENSATION

Officers assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity.

Therefore, the ASSOCIATION and the CITY agree that officers assigned to K-9 duty shall receive a stipend of three hundred and twenty dollars ($320.00) per month while assigned to the K-9 Unit.

ARTICLE 11

DISPOSITION OF GRIEVANCES

SECTION 11.1

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of Agreement, shall be settled in the following manner:

A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall state the following:

   1. Article violated;
   2. A complete statement of the grievance; and,
   3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.

B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.

C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Chief of Police or designee. Chief of Police or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

1. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

2. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

F. Time limits set in this Article shall not include Saturday's, Sunday's or paid holidays.

G. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

H. In lieu of the grievance process provided herein, employees grieving a suspension, demotion, or dismissal, may elect to use the City's Civil Service Appeals process. Employees elect to use either process to the abandonment of the other.

I. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

ARTICLE 12

SAFETY AND HEALTH

SECTION 12.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 12.2

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon recommendations from the CITY and or the ASSOCIATION.

SECTION 12.3

Protective body armor (at current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The CITY will initially pay full cost of the upgraded body armor and subsequently charge the employee cost of the upgrade.

SECTION 12.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 12.5

The CITY agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

ARTICLE 13

SENIORITY

SECTION 13.1 – CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 13.2 – DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department. Departmental seniority shall accrue as of the first day of employment or transfer into the department.

SECTION 13.3 - CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 13.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

SECTION 13.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

ARTICLE 14

REDUCTION IN FORCE

SECTION 14.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, and shall be accomplished in the following manner:

A. Lay-off shall be by classification within the Department.

1. Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, and classification and Departmental seniority.

B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

F. The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

ARTICLE 15

PAGE IS LEFT INTENTIONALLY BLANK, RESERVED.

ARTICLE 16

INSURANCE

SECTION 16.1

A. The present or improved health insurance plans identified as Medical Plan 3559 (Basic Plan) and Medical Plan 0727 (Buy-Up Plan) will be continued until the end of the current Blue Cross/Blue Shield (BCBS) contract, which expires September 30, 2017.

B. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

C. The CITY will furnish life insurance coverage in the amount of $20,000 for all full time regular Bargaining Unit members.

D. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

E. Should the CITY provide improved insurance coverage benefits, or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the Bargaining Unit members.

F. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2018. If a committee is established, the CITY shall provide IUPA with the opportunity to appoint a member to serve on this committee.

ARTICLE 17

CHECKOFF

SECTION 17.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues and initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for 26 bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 17.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 17.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union, Health and Life Insurance Premiums.

SECTION 17.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

ARTICLE 18

UNION REPRESENTATION

SECTION 18.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 18.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, taken from the time pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 18.3

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights Interview, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY's time.

SECTION 18.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 18.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (if taken from the time pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police or designee.

SECTION 18 (continued)

SECTION 18.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 18.7

The CITY and the ASSOCIATION agree to the creation of an Association Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the CITY an ASSOCIATION Time Pool Authorization form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Time Pool hours may be drawn at the written discretion of the ASSOCIATION President or his designee in increments of at least one (1) hour.

Charges against the Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the International Union of Police Associations or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 18.8.

The use of the Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the ASSOCIATION Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 18.8

The CITY agrees to allow any member to contribute vacation or compensatory time, or any combination thereof, to another sick or injured employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a fiscal year.

ARTICLE 19

FIELD TRAINING OFFICER (F.T.O.)

SECTION 19.1

The CITY agrees to compensate officers designated as a F.T.O. via a stipend of three hundred and twenty dollars ($320.00) per month.

SECTION 19.2

Every F.T.O. shall also be cross-designated as a Trainer for the Police Department. Cross-designated employees shall receive only one monthly $320.00 stipend. This stipend is provided whether or not the employee has a trainee or conducts trainings.

ARTICLE 20

SPECIALIZED UNITS

SECTION 20.1

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred and twenty dollars ($320.00) per month. Bargaining unit members designated as Training Instructors and shall conduct Departmental and inter-Departmental trainings as designated by the Chief of Police, or designee. The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred and twenty dollars ($320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month.

ARTICLE 21

DAMAGED PERSONAL PROPERTY

SECTION 21.1

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred dollars ($300.00) per incident.

SECTION 21.2

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- $100.00 Limit: watches and non-prescription sunglasses.

- $300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 21.3

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

ARTICLE 22

HOLIDAYS

SECTION 22.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and 25th.

SECTION 22.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 22.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 22.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (1 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

ARTICLE 23

VACATION LEAVE

SECTION 23.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

SECTION 23.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (10):	112 hours per year
C.	Ten (10) years of service and over:	136 hours per year
D.	Fifteen (15) years of continuous service and over:	160 hours per year

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty

SECTION 23 (Continued)

(240) hours will be considered forfeited and lost at the close of each fiscal year (September 30). Vacation pay will be computed at the employee's base rate of pay.

If an Officer is on a paid administrative leave exceeding 30 days in the final five months of the fiscal year up to September 30, the officer can request to use vacation leave - subject to approval by the Chief of Police and Appointing Authority.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 23.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the department.

SECTION 23.4

For vacation purposes, reinstated employees are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

E. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 23.5 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

ARTICLE 24

SICK LEAVE

SECTION 24.1 - RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 24.2 - REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify their immediate supervisor, division commander or Chief of Police, or designee not less than one (1) hour prior to, the time set for beginning their daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 24.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

SECTION 24.4 - ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty-(30) days of employment.

SECTION 24.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 24.6 - UNUSED SICK LEAVE

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay, provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 25

BEREAVEMENT LEAVE

SECTION 25.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed $50.00 in US funds (including tax and shipping).

SECTION 25.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

ARTICLE 26

DRUG AND ALCOHOL TESTING

SECTION 26.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to insure public safety. The work requires complete mental and physical functioning of employees. The CITY's need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined that volunteers that the employee has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the departments approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

SECTION 26.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. *The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 26.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited. *The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition the term "drugs" used herein shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

*This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.

SECTION 26.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be

performed on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

SECTION 26.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 26.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.

C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

D. Information that an individual has tampered with an alcohol or drug test during his employment.

E. Information that an employee has caused, or contributed to, an accident while at work.

F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

SECTION 26.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in a one year period.

SECTION 26.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 26.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

SECTION 26.10

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in Section 9 of this Article.

SECTION 26.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee as well as the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administration matter.

SECTION 26.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

ARTICLE 27

PAGE LEFT INTENTIONALLY BLANK, RESERVED.

ARTICLE 28

AFFIRMATIVE ACTION

SECTION 28.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

ARTICLE 29

INTERNAL AND EXTERNAL INVESTIGATIONS

SECTION 29.1

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officer Bill of Rights and other appropriate statutes.

ARTICLE 30

SEVERABILITY

SECTION 30.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 31

EDUCATIONAL REIMBURSEMENT

SECTION 31.1

The CITY agrees to reimburse employees for tuition costs at the current state rate required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program.

SECTION 31.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 31.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

ARTICLE 32

RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Officers employed by the CITY who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 32.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 32.3

Employees hired after October1, 2012

1. Change the vesting period from 5 to 10 years.

2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed $100,000.

3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.

4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October 1, 2012:

A. Overtime

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.

2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amount.

B. Sick Leave and Vacation Time

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.

SECTION 32.3 (Continued)

2. Sick leave and vacation time accrued after the effective date of this Agreement (October 1, 2012) shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.

3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of September 30, 2012, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file. –

SECTION 32.4

The annual maximum pension payment for a bargaining unit member shall not exceed $100,000.00. This cap shall not include or apply to the supplemental 185 Retirement Fund.

ARTICLE 33

WAGES

SECTION 33.1

For the CITY'S Fiscal Years 2017, a step pay plan for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

Eligibility for current steps shall be defined as follows: Pay steps shall be calculated as of October 1, during the contract period.

The CITY shall provide a total of a three percent (3%) increase to the bargaining unit's over-all Step Plan. The employees' Pay Increase shall be calculated on the adjusted Step Plan. The employees pay increases shall be retroactive effective October 1, 2016. The adjusted Step Plan is funded for year one (1) of this contract. Eligibility for current steps shall be defined as follows: Pay steps shall be calculated as of October 1, 2016. Officers with less than two (2) years of service shall be eligible for Step 1. Officers with more than two (2) years of service but less than three (3) years of service shall be eligible for Step 2, more than three (3) years of service but less than four (4) years of service eligible for Step 3, and so on for each consecutive year of service through Step 15. Officers with 15 years of service or more will receive a three (3) percent raise. Future step advancements shall be subject to successor negotiations between the parties.

For the purposes of calculating years of service, only time in grade as a certified police officer employed with the CITY shall be used.

Pay Increases and Retroactive Pay shall only be awarded to employees that are employed at the police department at the time the contract is ratified by the CITY, and implemented (paid) by payroll.

Newly hired employees with experience as a law enforcement officer may be advanced up to Step 4 in the pay plan.

SECTION 33.2 – Incentive Pay

Specialized Units, to include Detectives, Crime Prevention Officers, Training Officer, Armorer, Traffic Officer and Recruiting Officer shall receive a stipend of three hundred and twenty dollars ($320.00) per month. Employees may only receive one Specialized Unit stipend. However, employees may receive their Specialized Unit stipend and any additional compensation authorized by this Agreement and applicable law if acting in the capacity of an Acting Sergeant or as a Trainer Instructor as outlined in Articles 8 and 20 of this Agreement.

Addendum A

STEP PLAN	
STEPS	FY 2017
N/C	$31,200
1	$41,758
2	$42,259
3	$42,816
4	$43,943
5	$45,619
6	$47,296
7	$48,972
8	$50,647
9	$52,324
10	$54,000
11	$55,676
12	$57,353
13	$59,028
14	$60,704
15+	3%

NC=Non-Certified

ARTICLE 34

DURATION OF AGREEMENT

SECTION 34.1

This Agreement shall be effective October 1, 2016 and shall remain in force up to and including September 30, 2019.

The Contract will be open only for negotiation of Wages (Article 31) for the 2017 - 2018 and the 2018 - 2019 fiscal years by either party. In addition, either party shall be permitted to reopen one (1) additional article for negotiation.

For The City of Fort Pierce		*International Union of Police Associations AFL-CIO*	
Linda Hudson Mayor	Date	Mark Woodruff President, Local 6002	Date
Witnessed by:			
Linda Cox City Clerk	Date	Jorge Goz Vice President, Local 6002	Date
Nicholas Mimms City Manager	5-22-17 Date	Kyle McCarthy Secretary, Local 6002	Date
Diane Hobley-Burney Chief of Police	5-22-17 Date		

Approved as to form and correctness:

James M. Messer, Esq. — 5/14/2017 — Date
City Attorney

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

Meeting Date: 06/05/2017

Re: Security Services at City Hall, Bid No. 2017-014

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

SUBJECT:

Approve piggybacking Fort Pierce Utilities Authority Bid No. 13-51 - Security Guard Services in an amount not to exceed $55,000.00 annually.

SUMMARY:

The Public Works Department is seeking approval to piggyback the Fort Pierce Utilities Authority contract with Excelsior Defense, Inc. to provide security services at City Hall.

Excelsior Defense shall provide management, supervision, manpower, equipment and supplies necessary to provide security officer services at City Hall from 8:00 AM - 5:00 PM Monday through Friday (45 hours per week) and all after hours meetings (approximately 25 hours per month).

RECOMMENDATION:

Approve the requested piggybacking of FPUA Bid No. 13-51.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing, Finance and Legal Departments

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2017
Account:	00160005133490
Amount:	15,000.00

FISCAL IMPACT:

Funds are available.

Attachments

FPUA Security Contract

City of Fort Pierce Contract

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	05/24/2017 10:56 AM
Finance Department	Johnna Morris	05/24/2017 05:16 PM
City Manager	Mike Reals	05/25/2017 07:24 AM
Purchasing	Tony Barnes	05/25/2017 04:01 PM
Finance Department	Johnna Morris	05/30/2017 11:49 AM
City Manager	Nick Mimms	05/30/2017 01:07 PM
Form Started By: Mike Reals		Started On: 05/23/2017 01:02 PM
Final Approval Date: 05/30/2017		

FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
SECURITY GUARD SERVICES

Contract is made between Fort Pierce Utilities Authority (FPUA) and Excelsior Defense, Inc., of the City of St. Petersburg, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1
Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2
Contractor is hereby contracted with to perform the following services: Security Guard Services in accordance with the specifications contained in Bid No. 13-51 appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3
The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: 206 S. 6th St., Fort Pierce, FL, or other areas as requested by the Customer Service Manager.

Section 4
The job upon which Contractor is to perform the services shall be referred to as the Security Guard Services, Bid No. 13-51 job.

Section 5
Contractor shall be paid by FPUA in the following manner: monthly and in accordance with the Florida Prompt Payment Act, Florida Statutes 218.70-79. The calculations shall begin using the date the invoice was received.

Total job price: Not to exceed $103,268.26 (one hundred three thousand, two hundred sixty-eight dollars and twenty six cents) on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6
Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7
Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in the Specifications defined in Section 2 above. All requirements of this section shall be approved by FPUA.

Section 8
This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9
This Contract shall commence upon: June 1, 2013 and end on May 31, 2016. There are two (2) one (1)-year renewal options, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in this Contract. This Contract will remain in effect in the event of a natural disaster.

Section 10
Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11
This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12
FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

A. Termination for Convenience. FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection

with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:
ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;
iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:
    a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;
    b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
    c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

    The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may terminate the performance of Contractor, in whole or in part at

FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

C. Termination for Non-Appropriation. FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.

D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

A. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

EXCELSIOR DEFENSE, INC.

EXCELSIOR DEFENSE, INC.
2232 Central Avenue
Saint Petersburg, FL 33712

Name of Firm (Typed or Printed)

BY: Kris Halverson
Signature/Officer of Firm (Manual)

KRIS HALVERSON
Name (Typed or Printed)

TITLE: President

STATE OF: Florida

COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me this 8th day of May, 2013 by Kris Halverson, President, of Excelsior Defense, Inc
Officer of Firm Title Name of Firm
a FLORIDA corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced _____ as identification.

BETH M. MALCOMB
Notary Public - State of Florida
My Comm. Expires Feb 16, 2014
Commission # DD 961994

Beth M. Malcomb
Notary Public

My commission expires: 2/16/14

ATTEST:

Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: May 15, 2013

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

CITY OF FORT PIERCE CONTRACT NO. 2017-014
FOR
SECURITY GUARD SERVICES

Contract is made between City of Fort Pierce (CITY) and Excelsior Defense, Inc. , 2232 Central Avenue of the City of St. Petersburg, State of Florida, 32822 hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1
Contractor shall be defined as an individual, firm, or corporation having a direct contract with CITY or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with CITY.

Section 2
Contractor is hereby contracted with to perform the following services: Security Guard Services in accordance with Exhibit B, Scope of Services appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3
The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: 100 North U.S. Highway 1, Fort Pierce, FL 34950, or other areas as requested by the Director of Public Works.

Section 4
The job upon which Contractor is to perform the services shall be referred to as Security Guard Services, Bid No. 2017-014, Piggyback Fort Pierce Utilities Bid No. 13-51 job.

Section 5
Contractor shall be paid by CITY in the following manner: monthly and in accordance with the Florida Prompt Payment Act, Florida Statutes 218.70-79. The calculations shall begin using the date the invoice was received.

Total job price: Not to exceed $55,000.00 (Fifty-Five Thousand Dollars and no cents) on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6

Contractor shall, under no circumstances, look to CITY to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to CITY setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Exhibit A, insurance Requirements and the Specifications defined in section 2 above. All requirements of this section shall be approved by CITY.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9

This Contract shall commence upon June 1, 2017 and end on May 31, 2018. This Contract will remain in effect in the event of a natural disaster.

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to CITY.

Section 11

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

CITY shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. CITY will determine in its sole judgment what constitutes a satisfactory level of service.

CITY may terminate this Contract in accordance with the following terms and conditions:

A. Termination for Convenience. CITY may, when in the interests of CITY, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of CITY. CITY shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection

with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. CITY may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to CITY or its designee. Contractor shall transfer title and deliver to CITY such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

i. Contractor shall submit a termination claim to CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by CITY. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, CITY shall pay Contractor an amount derived in accordance with subsection (iii) below:

ii. CITY and Contractor may agree to the compensation, if any, due to Contractor hereunder;

iii. Absent agreement to the amount due to Contractor, CITY shall pay Contractor the following amounts:

a) Contract costs for labor, materials, equipment and other services accepted to CITY's satisfaction under this Contract;

b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and

c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by CITY's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then CITY, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole

and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to CITY of completing the work, including all costs and expenses of every nature incurred, has been deducted by CITY, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by CITY for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

C. Termination for Non-Appropriation. CITY may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.

D. CITY's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13 – Public Records

1.1 City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes." In accordance with Chapter 119, Florida Statutes, Contractor shall comply with all public records laws, specifically to:

1.1.1 Keep and maintain public records required by City to perform the service.

1.1.2 Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

1.1. 3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.

1.1.4 Upon completion of the contract, transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to

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

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

Section 14

A. Contractor shall indemnify and hold harmless CITY and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.

B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, CITY has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.

C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of CITY.

D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and Contractor.

E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.

Contract the day and year set forth below.

EXHIBIT "A"

INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR

_____

Name of Firm (Typed or Printed)

BY:_____

Signature/Officer of Firm (Manual)

_____

Name (Typed or Printed)

TITLE: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by

_____, _____, of _____

Officer of Firm Title Name of Firm

a _____ corporation, on behalf of the corporation.

State

He/She is personally known to me or has produced _____ as identification.

_____

Notary Public

My commission expires:_____

ATTEST:

CITY OF FORT PIERCE

_____

Linda Cox, City Clerk

BY:_____

Linda Hudson, Mayor

(CITY Seal)

APPROVED AS TO FORM & CORRECTNESS:

BY:_____

James M. Messer, City Attorney

EXHIBIT "A"
INSURANCE REQUIREMENTS

1. The Successful Proposer shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

   The Successful Proposer shall not commence services until the required insurance is in force and evidence of insurance acceptable to the City has been provided to and approved by the City. With respect to the Workers' Compensation Insurance, Professional Liability Insurance, and Automobile Liability Insurance, an appropriate Certificate of Insurance and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability Insurance an appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. Until such insurance is no longer required by this Contract, the Successful Proposer 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.

   Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the City, if requested by the City, the Successful Proposer shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified copy or certified copies of the policy or policies providing the coverage required. The Successful Proposer may redact those portions of the insurance policies which are not relevant to the coverage required by this Contract.

   A. <u>Workers' Compensation Insurance</u>

   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 (NCCI), without restrictive endorsements other than those required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

   The policy must be endorsed to waive the insurer's right to subrogate against the City, and its 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 officials, officers and employees scheduled thereon.

   The policy must be endorsed to provide the City with 30 days' notice of cancellation.

   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

B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office (ISO) without restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida

The City 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 (Form B).

The policy must be endorsed to provide the City with 30 days' notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$2,000,000	Personal and Advertising Injury
$2,000,000	Each Occurrence

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the standard Business Auto Policy (ISO Form CA 00 01), without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work.

Policy must be endorsed to provide the City with 30 days' notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$2,000,000	Each Occurrence – Bodily injury and Property Damage Combined

D. Professional Liability Insurance

Such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of 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.

Policy must be endorsed to provide the City with 30 days' notice of cancellation

The minimum limits shall be:

$2,000,000 Each Claim/Annual Aggregate

[This requirement for Professional Liability Insurance may be waived providing the Commercial General Liability coverage, required in Section B (above) includes coverage for full personal injury, contains no assault and battery exclusion, and covers losses to client's property.]

2. The insurance provided by the Successful Proposer shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by the Successful Proposer. Except as otherwise specified, no deductible or self- insured retention is permitted. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of the City), the Successful Proposer shall be responsible for paying on behalf of the City (and any other person or organization the Successful Proposer has, in the agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

3. Compliance with these insurance requirements shall not limit the liability of the Successful Proposer. Any remedy provided to the City by the insurance provided by the Successful Proposer shall be in addition to, and not in lieu of, any other remedy (including, but not limited to, as an indemnitee of the Successful Proposer) available to the City.

4. Neither approval by the City nor failure by the City to disapprove insurance furnished by the Successful Proposer shall relieve the Successful Proposer from responsibility to provide insurance as required by this Contract.

5. Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480

Additional Insured for Commercial General Liability

City of Fort Pierce and its members, officials, officers and employees.

EXHIBIT "B"
SCOPE OF WORK

EXCELSIOR DEFENSE

ORLANDO OFFICES
5840A South Semoran Blvd.
Orlando, FL. 32822

Phone (407) 277-7732
Fax (407) 277-7721
www.excelsiordefense.com

May 22, 2017

Mike Reals
The City of Fort Pierce
P.O Box 1480
Fort Pierce, FL 34954

Dear Mr. Reals:

Thank you for allowing Excelsior Defense, the opportunity to present our qualifications to serve City of Fort Pierce. Our goal is to provide your property with a comprehensive, professional and affordable security service.

We believe we provide the best services at the best value to City of Fort Pierce, based on our experience. Excelsior Defense, Inc. is a privately owned armed and unarmed security guard services company with more than sixteen (16) years' experience.

Excelsior Defense agrees to be bound by this proposal without modifications, unless mutually agreed to upon further negotiations between City of Fort Pierce and Excelsior Defense. This proposal is valid for 120 calendar days from opening date.

Our company was organized in January 1999, and at present we have over 275 employees. Our corporate office is located at 2232 Central Avenue, St. Petersburg Florida and our Branch Office located at 5840A South Semoran Blvd, Florida 32822.

Excelsior Defense, Inc. is a leading security supplier in the Southeast region. Because of our stability we have the capital, equipment and expertise needed for any size project.

Security management of this contract will be provided by our Orlando Executive Manager and have coordination through our Quality Control Inspector.

Choosing the right security provider today means you can expect continuous performance year after year. Financial strength is often an overlooked indicator of a provider's long-term presence.

EXHIBIT "B"
SCOPE OF WORK

It provides you greater confidence regarding the provider's ability to:

- **Make payroll 100% of the time, on-time**
- **Maintain a local office**
- **Survive during the normal turbulence of doing business**

Please allow me to quickly outline some of the principles and benefits Excelsior Defense, Inc. will supply:

1. A complete understanding of what is wanted by you from a security application standpoint. We conduct an extensive site survey stating corrective recommendations and develop a complete set of security instructions for the post. These instructions are used as a guide for our training program, and insure that our officers carry out their functions according to your needs.

2. Careful selection of the security officers assigned to your facilities. We own a Private Investigative company with ability to conduct comprehensive background checks. We have personnel that recruit and interview prospective security officers. We conduct pre-Employment background checks by sending confidential questionnaires to all employers and character references listed on the application. All persons employed by Excelsior Defense, Inc. are submitted for a comprehensive employee background check and must have a valid State Security License class "D" and "G".

3. Provide consistent, multi-level supervision of the officers assigned to your property. This is a genuine effort to work with the officers to improve performance. Excelsior Defense, Inc. will be on duty 24 hours per day, 7 days per week. They assist in training new officers, provides emergency relief, and monitor overall officers performance.

4. Most importantly we maintain a close working relationship with our clients. When we provide you security, you will speak with the management at least monthly and more often if desired. He will be constantly checking for any changes or problems that might arise. Through frequent contact, we control problems when they are small and easy to correct.

Excelsior Defense will furnish management, supervisory, administrative, professional, and technically trained personnel, training, uniforms, equipment, materials, and supplies necessary to staff, operate, and provide routine and emergency protective and security support services in accordance with the contract, post orders, special orders and State of Florida laws and standards.

Sincerely,

Joshua Gant
Executive Manager

EXHIBIT "B"
SCOPE OF WORK

UNDERSTANDING THE CLIENTS REQUIREMENTS

STATEMENT OF WORK

General: Excelsior Defense will provide all required materials, equipment, and personnel necessary to provide Security Officer Services in accordance with the following schedule options.

Security –Armed

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8AM to 5PM	8Am to 5PM	8AM to 5PM	8AM to 5PM	8AM to 5PM		

Hours Scheduled do not include On-Call Hours or Meetings as discussed by the client.

WORK PLAN

Excelsior Defense shall provide management, supervision, manpower, equipment and supplies necessary to provide security officer services, as described herein for the services. Period of performance will be one (1) year. Excelsior Defense will have an adequate number of guards who will be available for this assignment.

1. Contract Effort Required
   - Productive Man-hours Required: See Schedule options – Page 3.
     As used herein, the term "Man-Hours" shall include only the actual working time of the security officer performing services.
   - Supervisory Man-Hours Required: Excelsior Defense shall provide supervision to insure complete and total conformance with the specifications.
2. Limitation on Man-hours to be provided by security officers.
   - No security officers of Excelsior Defense shall provide more than twelve (12) hours of service on this contract, in any twenty four (24) hour period.
3. Services Provided
   - Excelsior Defense will provide trained and licensed officers at all times to perform the service as prescribed by:

     - The Contract.
     - Standard Operating Procedures.
     - Site Specific Instructions.

EXHIBIT "B"
SCOPE OF WORK

COST ESTIMATES

Excelsior Defense recognizes that excellent security cannot be priced at a level, which would compromise the integrity of the security program. The billing rates we offer are "realistically" priced to allow Excelsior to provide a service which both Excelsior Defense and our clients can be proud of. We have not "low-balled" our budget like many security agencies may do. Rather, the budget we present will achieve the desired result.

BASIC HOURLY VALUE PER DOLLAR

Armed Security Officer with Phone

Armed	Rate Per Hour	Sales Tax	Total Hourly	Total Weekly	Total Monthly	Total Yearly
45 Armed Guard Hours	17.12	N/A	17.12	$770.40	$3,336.84	**$40,060.80**

Overtime/Additional Services and Meetings rate is 25.68

The cost of services includes the following features and support:

Local Office
Classroom Training
Local, Stable Management
Emergency Management Plan
Thorough Recruiting & Selection
Uniforms
Reports and Log Books
Innovative Operational Programs
Security Awareness Programs
Background Investigations
Drug Testing
Strong Financial Support
Equipment

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

Meeting Date: 06/05/2017

Re: Accept Grant Award from FL Fish and Wildlife

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

---

SUBJECT:

Approve acceptance of Grant Award from FL Fish and Wildlife for Floating Dinghy Docks at City Marina.

SUMMARY:

Res 12-40 ~ 8/12/12 approved application to FL Fish & Wildlife for grant to match FIND grant to construct dinghy docks at City Marina. Request Commission's approval to accept grant award and for Mayor's signature on contract after Legal Dept approval.

RECOMMENDATION:

Accept grant award from FL Fish and Wildlife and approve Mayor's signature on grant contractual agreement, following approval of agreement from Legal Dept.

ALTERNATIVES:

Do not accept grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Planning Director

Fiscal Impact

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

OTHER INFORMATION:

There is no fiscal impact from this agenda item. This grant award and a grant award from the Florida Inland Navigation District will provide all funding required to complete this project.

Attachments

Contract for BIG Grant Award

Resolution #12-40

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:50 AM

Form Started By: Libby Woodruff
Started On: 05/24/2017 01:08 PM
Final Approval Date: 05/30/2017

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 16271

CFDA Title(s): Boating Infrastructure Grant Program	**CFDA No(s).:** 15.622
Name of Federal Agency(s): US Fish and Wildlife Service	
Federal Award No(s): FL-Y-F15AP00221	**Federal Award Year(s):** 2016-2017
Federal Award Name(s): City of Fort Pierce Tier II Dinghy Docks	
CSFA Title(s).: N/A	**CSFA No(s).:** N/A
State Award No(s).: N/A	**State Award Year(s):** N/A
State Award Name(s): N/A	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and City of Fort Pierce, FEID # 59-6000322, whose address is 100 North U.S. Hwy 1, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to design and construct 30 dinghy docks in downtown Fort Pierce; and,

WHEREAS, Grantee has been awarded FL-Y-F15AP00221; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 11/30/2038. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of execution. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. Compensation. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $190,688.

B. Payments. The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph eleven (11), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **CERTIFICATIONS AND ASSURANCES.**

Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes both State and Federal requirements, each applicable to the extent this Agreement includes either State-only funding, Federal-only funding, or both.

6. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment C, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

9. TERMINATION.

A. Commission Termination. The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. Termination – Fraud or Willful Misconduct. This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. Termination – Other. The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. Termination - Funds Unavailability. In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. Grantee Discontinuation of Activities upon Termination Notice. Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. REMEDIES.

A. Financial Consequences. In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. Cumulative Remedies. The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

11. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:	**FOR THE GRANTEE:**
Grant Manager	Grant Manager
Deborah Furrow	Dean Kubitschek
Boating Access Coordinator	City Marina Manager
FL Fish and Wildlife Conservation Commission	City of Fort Pierce
620 S. Meridian Street, Tallahassee, FL	P.O. Box 1480
Tallahassee, FL 32399	Fort Pierce
(850) 488-5600	(772) 528-2186
(850) 488-9284	(772) 595-5068
Deborah.Furrow@myfwc.com	fpcmdean@city-ftpierce,com

12. AMENDMENT.

A. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. Change Orders. The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulation. The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property.

The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

14. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the

Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due."

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other

agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** If this Agreement is in the amount of **$1 million dollars or more**, in executing this Agreement, the Grantee shall have an ongoing obligation to disclose to the Commission if it, its subrecipient, contractor, or subcontractor, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or is engaged in business operations in Cuba or Syria. Section 287.135, F.S.

ii. **False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.

iii. **False Certification – Termination Notice.** If the Commission determines that the Grantee has submitted a false certification, the Commission will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that the Commission's determination of false certification was made in error, the Commission shall bring a civil action against the Grantee. If the Commission's determination is upheld, a civil penalty equal to the greater of **$2,000,000.00** or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be

ineligible to bid on any agreement with an agency or local governmental entity for three (3) years after the date of the Commission's determination of false certification by the Grantee.

iv. **Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. **Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

17. **INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

18. **SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

19. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

vi. Requests for Records; NONCOMPLIANCE – A request to inspect or copy public records relating to Commission's contract for services must be made directly to the Commission. If the Commission does not possess the requested records, the Commission shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Commission or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the Commission's request for records, the Commission shall enforce the contract provisions in accordance with the contract. A Contractor who fails to provide the public records to the Commission within a reasonable time may be subject to penalties under s. 119.10.

vii. Civil Action – If a civil action is filed against the Contractor to compel production of public records relating to the Commission's contract for services, the court shall assess and award against the Contractor and the reasonable costs of enforcement including reasonable attorney fees, if:

a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the Commission and to the Contractor. A notice complies if it is sent to the Commission's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the Commission's or the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

20. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

21. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

22. RECORD KEEPING REQUIREMENTS.

A. Grantee Responsibilities. The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Grantee Books, Documents, Papers, and Records. The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for ten (10) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

23. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

24. FEDERAL COMPLIANCE.

As applicable, Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means

whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

25. FEDERAL FUNDS. This Contract relies on federal funds, therefore, the following terms and conditions apply:

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee. It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act. The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. Copeland "Anti-Kickback Act. The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. Contract Work Hours and Safety Standards Act. Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement. 37 CFR 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. Debarment and Suspension Contractor Federal Certification. In accordance with Federal Executive Order 12549, Debarment and Suspension, the Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. Prohibition against Lobbying.

i. **Contractor Certification – Payments to Influence.** The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Contractor – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. Compliance with Office of Management and Budget Circulars. As applicable, Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

26. CONTRACT-RELATED PROCUREMENT.

A. PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm

> or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Procurement of Recycled Products or Materials. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

27. PROFESSIONAL SERVICES.

A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping. If this Contract is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. Termination for Breach. For the breach or violation of this provision, the Commission shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

28. INDEMNIFICATION.

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

29. NON-DISCRIMINATION.

A. Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

B. Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

30. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

31. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

32. JURY TRIAL WAIVER.

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of

or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of *quantum meruit*.

33. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

D. **E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

35. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate

source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

36. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

37. ENTIRE CONTRACT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this contract and its attachments, the terms of the solicitation and the Contractor's response to the solicitation.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

CITY OF FORT PIERCE

SIGNATURE

Name: _____

Title: _____

Date: _____

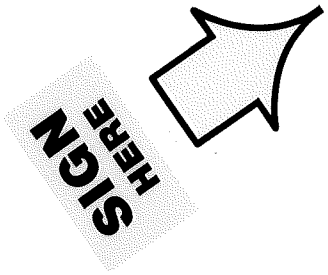
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

SIGNATURE

Name: _____

Title: _____

Date: _____



Approved as to form and legality by FWC Attorney:

SIGNATURE

Brandy Elliott

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Exhibit	1	Federal and State Fund Detail
Attachment	D	Copy of Federal Grant Award FL-Y-F15AP00221
Attachment	E	50 CFR Part 86 Boating Infrastructure Grant
Attachment	F	Progress Report Form
Attachmnet	G	Certificate of Completion Form
Attachmnet	H	Sample Invoice Form
Attachmnet	I	Cost Reimbursment Contract Payment Requirement

Attachment A – SCOPE OF WORK

Project Name:	City of Fort Pierce Marina Dinghy Docks, BIGP Tier II	FWC Contract No.	16271

INTRODUCTION AND BACKGROUND

The Fort Pierce City Marina is the only publicly-owned marina located in the heart of a downtown business district along the Treasure Coast, which makes the marina a destination for visitors from all over the world. The marina's location allows direct public access to and from the City via the Atlantic Intracoastal Waterway (ICW), which leads to the Fort Pierce Inlet, which is only approximately one and a half miles away. The ICW Provides safer travel for mariners when the weather is bad offshore. Fort Pierce is also often used by mariners to provision their vessels and to stand fast as they wait for a window of good weather to cross to the Bahamas which is 89 miles away.

PURPOSE AND BENEFIT

The purpose of this agreement is to provide funding for the costs of a design-build project to construct dinghy docks for the Fort Pierce City Marina at the site of an abandoned water intake structure that was formerly used by the recently demolished H.D. King Power Plant. There are no dinghy docks at any marina in Fort Pierce. The Fort Pierce City Marina, a publicly-owned marina currently offers 137 slips. Thirty (30) of these are designated for non-trailerable, transient vessels, 26' or larger, that stay for 10 days or less

Adding the dinghy docks to the city Marina offerings will afford transient boaters the opportunity to easily provision their vessels, take care of personal business and also to visit some of the area's popular tourism venues. Increasing access for transient tourism will increase the popularity of Fort Pierce as a port of call for cruisers, who will contribute substantial tourism dollars and strengthen the area's economy.

Deliverable(s):

1. Design, engineering, and permitting for floating dinghy docks.
2. Construct dinghy docks to accommodate at least 30 dinghies.

Tasks: The tasks include administration and project management of the project throughout the completion of the following tasks and completion and close-out of this Agreement and the federal grant. The Grantee shall provide all labor, equipment and materials to complete the following tasks:

Tasks for Deliverable 1

1. Create a Request for Proposal to seek contractors with experience in dinghy dock design and construction.
2. Design a complete plan for construction of dinghy docks constructed primarily of recycled materials with solar lighting and a floating ramp with handrails.
3. Apply for and obtain all necessary Federal, State, and Local permits prior to construction.

Tasks for Deliverable 2

1. Construct floating dinghy docks to accommodate thirty dinghies for transient vessels.
2. Construct accessible floating ramp with handrails in compliance with the Americans with Disabilities Act.
3. Install ample solar lighting around the docks.
4. Create signage at the docks to detail acceptable usage and state that the dinghy docks are for transient vessel occupants only and that no dingy shall be left at the docks for more than 24 continuous hours without prior permission of the City Marina.

Attachment A – SCOPE OF WORK

Project Name:	City of Fort Pierce Marina Dinghy Docks, BIGP Tier II	FWC Contract No.	16271

Term of Agreement: The Term of Agreement includes Phase I – Performance and Phase II – Management. All tasks and deliverables must be completed during Phase I of the Agreement that ends November 30, 2018. Phase II includes a 20-year period from the end of Phase I, or November 30, 2038, for which the Grantee provides that the Project and the real property associated with the Project shall remain in public ownership and managed for the purpose of recreational boating access for transient vessels 26' or larger with transient defined as a 10-day stay or less, in accordance with applicable Federal and State law.

PERFORMANCE:

All tasks and deliverables must be completed on or before the end date of Phase I – Performance on or before, November 30, 2018.

Commencement of Work: The Grantee shall commence work on Phase I of the Project within six (6) months of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.

Criteria for Evaluating Successful Completion: The Grantee shall complete the project as described in this Scope of Work; the Boating Infrastructure Grant Program (BIGP), Tier II application; incorporated herein by reference; and the resulting BIGP grant award from the US Fish and Wildlife Service, F15AP00221, incorporated herein as Attachment D. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

Phase II, Project Site Management: During Phase II, the Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in Phase I of this Agreement.

Site Dedication: The Grantee agrees that land owned by the Grantee that is developed with funds from this Agreement shall be dedicated for a minimum of twenty (20) years as a site for the use and benefit of the public. The dedication shall be recorded in public property records by the Grantee. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) and developed with funds from this Agreement shall be managed by the Grantee for a minimum of twenty (20) years from the end date of Phase I as set forth herein. Title to all improvements shall be retained by the Grantee upon final payment by the Commission. Should the Grantee, within the 20-year period set forth above, convert all or any part of the Project to other than Commission approved uses, the Grantee shall replace the area, facilities, resource or site at its own expense with a Project acceptable to the commission of comparable scope and quality. In the event the Project is converted to use for other purposes during this period and not replaced with a like Project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered for the original Project

BIGP Rule: The Grantee agrees to construct, operate and maintain the Project according to all provisions of Attachment E, Boating Infrastructure Grant Program Final rule, 50 CFR Part 86, attached and made part of this Agreement. The Grantee further agrees to comply with all other applicable federal, state, and local rules and regulations in providing services to the Commission under this Agreement. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Project Name:	City of Fort Pierce Marina Dinghy Docks, BIGP Tier II	FWC Contract No.	16271

Permit Requirements: The Grantee agrees to adhere to all permit requirements of the Project.

Acknowledgement: The Grantee, at its expense, shall acknowledge the Boating Infrastructure Grant Program as a funding source for the Project as described below. Any other form of acknowledgement must be approved by the Commission's Grant Manger. Such acknowledgement shall be maintained for the duration of the Agreement. Failure by the Grantee to maintain such acknowledgement shall be considered a breach of Agreement.

A. Upon Completion of the purchase, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Sport Fish Restoration (U.S. Fish and Wildlife Service) official logo and the Commission's logo.

B. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site.

Transient Dock Fees: The Grantee agrees that all fees derived from usage of the Project during Phase I, will constitute program income and will be applied using the deductive method. The Grantee agrees that all fees derived from usage of the Project during Phase II, will be used for the operation and maintenance of the Fort Pierce Marina Facilities.

Site Inspections: The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility.

Project Progress Reports: The Grantee shall submit to the Commission, on a quarterly basis, project progress reports outlining the progress of the Project during Phase I – Performance, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as Attachment F. Reports are due to the Commission's Grant Manager by the 15th of the month immediately following the reporting period until the Project is complete. The Grantee shall provide photographs with the progress documenting the reported progress. As part of the report, the Grantee will update and submit a spreadsheet based on budget items that will be provided to the Grantee upon full execution of the Agreement.

Certificate of Completion: Upon completion of both tasks, the Grant Manager shall sign a Certification of Completion form, provided by the Commission (Attachment G), which certifies Phase I of the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion form.

FINANCIAL CONSEQUENCES

Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed for Phase I, or for failure to correct any Project deficiencies, as noted in the final Project inspection.

Project Name:	City of Fort Pierce Marina Dinghy Docks, BIGP Tier II	**FWC Contract No.**	16271

For failure to provide Deliverable 1, Design, Engineering and Permitting, as assigned by the Commission within the timeframe allowed, total compensation by the Commission shall be reduced $17,625. For failure to provide Deliverable 2, Construct dinghy docks, in accordance with the approved designs within the timeframe allowed, total compensation by the Commission shall be reduced $173,063.

During Phase II of the Project, the Grantee shall repay any Program funds received for Phase I for failure to maintain the Project site as transient vessel dingy dock according to the terms and conditions herein for the duration of the Agreement.

COMPENSATION AND PAYMENT

Compensation: The total approved estimated project cost for the BIGP Project Phase I – Performance is $425,725. The Commission agrees to reimburse the Grantee for an amount not to exceed $190,688 for satisfactory completion by the Grantee of the Project Phase I – Performance. The grantee agrees to provide a minimum of $235,037 toward completion of the BIGP Project, Phase I – Performance, and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project Phase I – Performance. Any program income received during the Project Phase I-Performance will be applied by the deductive method. There is no monetary compensation during Phase II.

Travel expenses: No travel expenses are authorized under the terms of this Agreement.

Invoice Schedule: The Grantee will submit an invoice for reimbursement at the completion of a Deliverable or within 30 days after completion of Phase I of the Project, as described herein, and acceptance of deliverables in writing by the Commission's Grant Manager. The Commission shall have 45 working days to inspect and approve goods and services.

The Commission shall have up to 45 days to inspect the Project. If there are deficiencies noted in the final Project inspection, these shall be corrected by the Grantee prior to final Project acceptance and payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Forms and Documentation: The Grantee shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part of hereof as Attachment I.

The Grantee may submit a request for reimbursement that includes an invoice in a format similar to Attachment H, Sample Invoice Form, and shall include the FWC Contract Number, the Grantee's Federal Employer Identification (FEID) Number, indicate the dates of service, and an itemized list of expenditures, and supporting documentation showing proof of payment for all project expenditures. An original and two (2) copies of the request for the reimbursement shall be submitted. The commission shall have up to 30 days to review and approve the invoice for payment. Any errors or insufficient supporting documentation will delay payment of the invoice when it is submitted and the 30 days to review by the Commission may begin again.

Attachment A – SCOPE OF WORK

Project Name:	City of Fort Pierce Marina Dinghy Docks, BIGP Tier II	**FWC Contract No.**	16271

Attachment B
CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Grantee completes, signs and returns to the Commission, the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee, through its duly authorized representative, certifies that it has read and provides the certifications and assurances below; and acknowledges it has an ongoing obligation to give written notice to the Commission, within a reasonable time, following any change in status regarding these certifications and assurances.

Part I: State Certifications and Assurances.
If this Agreement is supported by State funding,
then the following Certifications and Assurances apply.

A. **Interested State Employees, Chapter 112, F.S.** Grantee certifies to the best of its knowledge, that none of its officers, directors, employees or other agents is also an employee of the State of Florida who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates.

B. **Conflict of Interest, Section 200.112, OMB Uniform Guidance (2 CFR 200).** If this Agreement includes a Federal award, Grantee certifies that neither it, its principals, or agents, have a conflict of interest with either the Commission or the Federal awarding agency.

C. **Convicted Vendors, Section 287.133, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors, and subcontractors, are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S.

D. **Scrutinized Companies List, Sections 287.135 and 215.473, F.S.** If this Agreement is in the amount of **$1 million or more**, Grantee certifies that to the best of its knowledge, it, its principals, recipients, subrecipients, contractors, and subcontractors are not:

   a. On the Scrutinized Companies with Activities in Sudan List;

   b. On the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

   c. Engaged with business operations in Cuba or Syria.

E. **Discriminatory Vendors, Section 287.134, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors and subcontractors are not on the Discriminatory Vendors List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S.

F. **Litigation, Investigations, Arbitration, or Administrative Proceedings.** Grantee certifies that it, its principals and agents, are not engaged in any civil or criminal litigation investigations, arbitration, or administrative proceedings relating to or affecting the Grantee's ability to perform under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Part II: Federal Certifications and Assurances.
If this Agreement is supported by Federal funding,
then the following Certifications and Assurances apply.

A. Equal Employment Opportunity. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Equal Employment Opportunity requirements contained in Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

B. Davis-Bacon Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Davis-Bacon Act 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5.

C. Copeland "Anti-Kickback Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5).

D. Contract Work Hours and Safety Standards Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Contract Work House and Safety Standards Act, Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR part 5).

E. Rights to Inventions Made Under a Contract or Agreement. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", 37 CFR Part 401.

F. Clean Air Act and Water Pollution Control Act. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Clean Air Act, 42 U.S.C. 7401-7671q, and the Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.

G. Energy Efficiency. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

H. Drug-Free Workplace. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94.

a. Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   i. The dangers of drug abuse in the workplace.
   ii. The policy of maintaining a drug-free workplace.
   iii. Any available drug counseling, rehabilitation and employee assistance programs.
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph Part II, H.a.1 of this certification.

4. Notifying the employee in the statement required by paragraph Part II, H.a.1 of this certification that, as a condition of employment under the Agreement, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph Part II, H.a.4.b from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph Part II, H.a.4.b. herein, with respect to any employee who is so convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
   ii. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

b. If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

I. Trafficking Victims Protection Act of 2000. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S. C. 7104(g), 2 CFR 175.15.

J. Debarment and Suspension. In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee certifies that neither it, nor its principals, or agents, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

K. Prohibition against Lobbying. If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

a. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

b. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

L. Lacy Act; Magnuson-Stevens Fishery Conservation and Management Act; Migratory Bird Treaty Act; and Endangered Species Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with, and gives its assurance that said parties will continue to remain in compliance with the Lacy Act, 16 U.S.C, 3371-3378; Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884; Migratory Bird Treaty Act, 16 U.S.C. 703-712; and Endangered Species Act, 16 U.S.C. 1531, et seq.

By signing below, Grantee certifies the representations outlined above are true and correct.

_____
(Signature and Title of Authorized Representative)

_____
Grantee Date

_____
(Street)

_____
(City, State, ZIP Code)

Attachment C
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Grantee expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.

G. If the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **$500,000.00** in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment C –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
15.622	Sportfishing and Boating Safety Act	190,688.00
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**
15.622	50 CFR Part 86 Boating Infrastructure Grant Program Final Rule

STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	Total Matching Funds Associated with Federal Programs	

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

United States Department of the Interior

FISH AND WILDLIFE SERVICE
1875 Century Boulevard
Atlanta, Georgia 30345

In Reply Refer To:
FWS/R4/WSFR

MAR 17 2017

Mr. Nick Wiley, Executive Director
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
DUNS #: 838103893

Subject: Notice of Grant Award for FL-Y- F15AP00221

Dear Mr. Wiley:

Your organization's application for Federal financial assistance titled "FY-15, Tier II City of Fort Pierce Dinghy Dock" submitted to the U.S. Fish and Wildlife Service, CFDA Program 15.622 is approved effective March 1, 2017. This award is made under the authority of Section 7404 of the Sportfishing and Boating Safety Act of 1998. For a complete list of this program's authorizing legislation, go to: https://www.cfda.gov and search by the CFDA Program number. This award is made based on Service approval of your organization's application package, hereby incorporated by reference into this award. This Grant Award is to develop floating docks to be used as tie-up space for up to thirty dinghies from transient vessels.

The performance period of this award is March 1, 2017 through February 28, 2019. If you need more time to complete project activities, you must submit an Amendment request to extend the performance period to the Wildlife and Sport Fish Restoration Program Chief at r4federalassistance@fws.gov before the end of the stated performance period (see Performance Period Extension sections in enclosure). Only allowable costs resulting from obligations incurred during the performance period may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see *Reporting Requirements* section in enclosure).

The table below documents the approved funding for this award, including the Federal share and non-Federal match:

	Funding Sub Program	Federal Share	% of Federal Share	State Share	% of State Share	Total Award
	9771	$190,688	45%	$235,037	55%	**$425,725**
Totals:	9771	$190,688	45%	$235,037	55%	**$425,725**

Prior Approvals: Recipients are required to request prior approvals for project and budget revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award. See *Project and Budget Revisions* section in enclosure.

Reporting Requirements: Interim and final financial (SF-425) and performance reports are required under this award. The report periods and due dates under this award for each report are:

Report Title	Report Period:	Due Date
Interim Federal Financial Report (SF-425)	March 1, 2017 to February 28, 2018	June 29, 2018
Interim Performance Report	March 1, 2017 to February 28, 2018	June 29, 2018
Final Federal Financial Report (SF-425)	March 1, 2017 to February 28, 2019	May 29, 2019
Final Performance Report	March 1, 2017 to February 28, 2019	May 29, 2019

All Reports should be sent to r4federalassistance@fws.gov. The TRACS number for this grant is 215855326

Award Terms and Conditions: Acceptance of this financial assistance award carries with it the responsibility to be aware of and comply with the terms and conditions, attached, applicable to the award. This includes the Federal regulations that are applicable to Service awards; these terms and conditions for State, Local and Federally-recognized Indian Tribal Governments are found in the Service's *Financial Assistance Award Terms and Conditions* (see *Terms of Acceptance* in enclosure). In addition to the terms of Acceptance, the Special Conditions below will apply to this grant award.

Special Conditions and Provisions:

Approval Level: This Grant Award is approved to be at the Grant award level. Performance accomplishment should be tracked at this level, and reported on the Final Performance Report. See *Reporting Requirements* section in enclosure for details.

Accounting: Cost accounting is required at the grant award level. Your agency should track costs at this level and report them in the Final Financial Report.

Real Property: Real property should be identified with appropriate signs (Wildlife and Sport Fish Restoration logo) as to the WSFR Program under which the property was acquired (in part or whole). Provisions must be made to inform the public of the location, boundaries, and any restrictions on use.

Equipment: Equipment Purchased with grant funds shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project continues to be supported by federal funds. When the equipment is no longer needed for the original program purposes, the equipment may be used in other activities currently or previously supported by the Federal agency.

Project Contacts:

The Service Project Officer for this award is:	The Recipient Project Officer for this award is:
Scott White U.S. Fish and Wildlife Service Wildlife and Sport Fish Restoration Program 1875 Century Blvd. Atlanta, GA 30345 (404) 679-7113 - office (404) 679-4160 - fax	Deborah Furrow Fish and Wildlife Conservation Commission 620 Meridian Street Tallahassee, FL 32399 (850) 617-9538 – office (850) 488-9284 - fax

Copies of the Grant Award documents have been e-mailed to your grant coordinator. Please contact me at (404) 679-4154 or Scott White at (404) 679-7113 if you have any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Sincerely yours,

Sherry D Martin

for Michael L. Piccirilli
Chief – Wildlife and Sport Fish Restoration Program

Enclosure

Additional Information

Terms of Acceptance: Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the U.S. Fish and Wildlife Service (Service carries) with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down or requesting funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. **The Federal regulations applicable to Service awards** are listed by recipient type in the *Service Financial Assistance Award Terms and Conditions* posted on the Internet at http://www.fws.gov/grants/atc.html under the link "Effective as of: January 1, 2016". If you do not have access to the Internet and require a full text copy of the award terms and conditions, contact our office.

System for Award Management (SAM) Registration: Under the terms and conditions of this award, your organization must maintain an active SAM registration at https://www.sam.gov/portal/public/SAM/ until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Project and Budget Revisions: Recipients are required to inform us regarding any deviations from approved budgets, project scopes, or objectives. In accordance with 2 CFR 200.308, recipients are required to request prior approvals for these project and budget revisions unless otherwise specifically waived in this award.

For a non-construction grant with a Federal share of the project exceeding the Simplified Acquisition Threshold of $150,000, this Grant Award is subject to the prior written approval requirements of 2 CFR 200.308(e) for transfer of funds among direct cost categories or programs, functions, and activities in which the cumulative amount of such transfers exceeds 10 % of the total budget as last approved by the Federal awarding agency.

Performance Period Extensions: If additional time is needed to complete the approved project, you must send an SF-424 and written notice to the Service at r4federalassistance@fws.gov. This notice must be received by the Service **before the authorized performance period end date** of the grant, and must include supporting reasons and a revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

Reporting Requirements: Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. This form is available at http:///www.whitehouse.gov/omb/grants_forms.

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service at r4federalassistance@fws.gov identifying the type of report to be extended, the requested revised due date up to 90 days, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the recipient's operations. Requests for reporting due date extensions must be received by the Service **no later than one day before** the original reporting due date.

Failure to Report: In accordance with the Service Manual chapter 516 FW 2 *Performance Reporting for Grant and Cooperative Agreement Awards*, failure to submit reports by the required due dates may result in the following progressive actions, including but not limited to:

a) notifying your State Director in writing that a Financial Status and/or Project Performance

Report was not received;
b) withholding cash payment pending receipt of the required report(s);
c) denying the use of Federal funds and all forms of matching funds;
d) whole or partial suspension, or termination of the current grant award;
e) withholding of future awards for the program; and,
f) other legal actions as stated in the interim guidance

Payments: Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Significant Developments Reports (see 2 CFR 200.328(d)): Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.
- Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Conflict of Interest Disclosures: Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's subrecipients in the matter. Upon receipt of such a notice, the Service Project Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's subrecipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

Other Mandatory Disclosures: Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, *Remedies for noncompliance*, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, and 31 U.S.C. 3321).

Integrated Pest Management: The Wildlife and Sport Fish Restoration Program encourages all grantees to comply with all of their State laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funding associated with a Wildlife and Sport Fish Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as your State implements it. For further information, contact your State agency that manages pest control issues and/or visit the Service Environmental Quality site at: https://www.fws.gov/ecological-services/habitat-conservation/pdf/DOIIPMpolicyFINAL.pdf.

Attachment E

Federal Register

Thursday,
January 18, 2001

Part VII

Department of the Interior

Fish and Wildlife Service

50 CFR Part 86
Boating Infrastructure Grant Program; Final Rule

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

50 CFR Part 86

RIN 1018–AF38

Boating Infrastructure Grant Program

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Final rule.

SUMMARY: This regulation provides for the uniform administration of the national Boating Infrastructure Grant Program and survey authorized by Section 7404 of the Sportfishing and Boating Safety Act of 1998. Through this program, the U.S. Fish and Wildlife Service will provide funds to States to install or upgrade tie-up facilities for transient recreational boats 26 feet or more in length.

DATES: This rule is effective on February 20, 2001.

ADDRESSES: The administrative record for this rule, including copies of comments received, is available for viewing Monday through Friday, 8 am to 4 pm, in the Division of Federal Aid, 4401 North Fairfax Drive, Room 140, Arlington, VA 22203.

FOR FURTHER INFORMATION CONTACT: Steve Farrell, Project Officer, U.S. Fish and Wildlife Service, Division of Federal Aid, 4401 North Fairfax Drive, Suite 140, Arlington, Virginia 22203; telephone (703) 358–2156; fax (703) 358–1705; email <steve_farrell@fws.gov>.

SUPPLEMENTARY INFORMATION:

Background

Economic Status of Boating in the United States

Historically, coastal and inland waterways were the first highways along our shores and into the interior of the continent. Americans used boats almost exclusively for transportation of people and goods. Today we use more than 12 million recreational boats to cruise and fish. Recreational boating is now a significant economic activity in many areas of the country and in many respects exceeds that of waterborne commerce. Given the present demographic forces, we expect this rule to have a positive economic impact by adding facilities to accommodate larger cruising boats.

Purpose of the Boating Infrastructure Grant Program

Recreational boats 26 feet or more in length, called "nontrailerable" boats, represent about 4 percent, or more than 600,000, of the recreational boats in the United States. Although we have approximately 12,000 marinas in the United States, Congress recognized that insufficient tie-up facilities exist for transient, nontrailerable boats for reasonable and convenient access from our navigable waters. These boaters are unable to enjoy many recreational, cultural, historic, scenic, and natural resources of the United States. We also have an insufficient quantity of marinas or commercial tie-up facilities along extended stretches of our coastlines and rivers that benefit transient, nontrailerable boats. In many parts of the country, the number of places to tie-up, moor, or anchor a cruising boat, especially during a storm, is limited. Basic features, such as tie-ups, fuel, utilities, and restrooms, are often nonexistent. As a result, Congress passed the Sport Fishing and Boating Safety Act of 1998 (16 U.S.C. 777g). Under the Act, the U.S. Fish and Wildlife Service conducts the Boating Infrastructure Grant (BIG) Program. The BIG Program will provide $32 million to States and Territories over 4 years to construct, renovate, or maintain tie-up facilities for recreational boats 26 feet or more in length.

This program will:

(a) Create dockage for transient recreational boats 26 feet or more in length for recreational opportunities and safe harbors;

(b) Provide navigational aids for boaters to use these facilities;

(c) Enhance access to recreational, historic, cultural, natural, and scenic resources;

(d) Strengthen local ties to the boating community and its economic benefits;

(e) Promote public/private partnerships and entrepreneurial opportunities;

(f) Provide continuity of public access to the shore; and

(g) Promote awareness of transient boating opportunities.

The Act also directs us to:

(a) Develop a national framework or methodology to conduct a boat access needs assessment or survey to determine the adequacy of facilities for recreational boats of all sizes;

(b) Encourage States to complete the boat access needs survey; and

(c) Complete a comprehensive national assessment of boat access needs and facilities (the assessment will be a compilation of information from the States' surveys into a national report of boat access needs).

Analysis of Public Comments and Changes Made to the Proposed Rule

On January 20, 2000, the U.S. Fish and Wildlife Service (Service) published a proposed rule in the **Federal Register** (65 FR 3331) and requested comments on the proposed rule and information collection for the national BIG Program. The Service received 13 written responses by the close of the comment period on March 20, 2000. The responses came from nongovernmental organizations, a private individual, and Federal and State employees and agencies.

We received a total of 170 comments from the 13 written responses covering the following areas: survey (74), criteria for selection (11), State plans (8), clarifications (3), suspected typographical errors (3), and comments of a general nature (71). We may not reflect these actual numbers in the list below due to combining similar comments or questions. We have addressed all of the comments in this section of the preamble and made any necessary changes to the proposed rule. As a result, some sections of the proposed rule were combined or eliminated. Comments pertaining to the proposed information collection are addressed under Substantive Comments, Issues 1 through 9.

The following is clarification or analysis and reporting of any substantial changes to the rule that the Service made in response to these comments. The Service also corrected other minor errors in the proposed rule, as described below.

Minor Changes

In § 86.12(n), in response to a comment asking us to define "transient," we are adding the following definition, "Passing through or by a place, staying 10 days or less."

In § 86.13(d), we changed "seasonal" to "transient" to avoid confusing wording.

In § 86.13(f), in response to a suggestion, we added "docks" after the word "floating" to clarify.

In § 86.13, in response to suggestions, we added at paragraphs (o), (p), and (q), "dockside" to clarify where utilities are placed.

In § 86.13, in response to a suggestion, we added "(r) Debris deflection booms."

In § 86.13, in response to suggestions, we added "(s) Marine fueling stations."

In § 86.20(a)(1), in response to a suggestion, we added a second sentence as follows: "You must design new construction and renovations to last at least 20 years."

In § 86.20(e)(1), in response to a suggestion, we deleted from

subparagraph (vii) to end, as the activities listed in the proposed rule are not appropriate preconstruction activities.

In § 86.20, in response to a suggestion, we added a new item, "(f) Produce information and education materials such as charts, cruising guides, and brochures."

In § 86.21(d), in response to a suggestion, we changed the sentence to read: "Construct or renovate principal structures not expected to last at least 20 years."

In § 86.44(b), in response to a suggestion, we replaced "* * * we will" with "* * * The State must * * *"

In § 86.54(f)(1)(i) in the proposed rule (now § 86.53(d)(1)(i)), in response to several comments, we changed the section to clarify that no State Tier One proposal may exceed $100,000 in any given fiscal year.

Substantive Changes

Issue 1. Questions and comments on the survey included issues of respondent burden (how long to complete a section), unclear questions, issues of confidentiality, site-specific questions, and the value of answers to specific questions in determining national need.

Response: In response to all of the comments received on the technical aspects of the proposed survey, we completed significant revisions to the survey instrument. We considered all comments and redesigned the survey, improved guidance and questions, and decreased the time burden for completion. The revised survey began its approval process when it was published in the **Federal Register** (65 FR 63606) on October 24, 2000 for a 60-day public comment period. The survey will be ready for use during the FY 2001 grant cycle, and the Service will notify eligible applicants upon receiving OMB approval.

Issue 2. How can States pay for the survey?

Response: States can pay the costs for conducting the survey using Federal Aid in Sport Fish Restoration program funds, and credit expenditures toward the 15% minimum used for motor boat access (16 U.S.C. 777g (g)(4)).

Issue 3. Is the survey required?

Response: The Service does not require States to conduct surveys to receive funding under the national BIG program. However, the Service must produce a comprehensive national assessment of recreational boat access needs and facilities. The States, by conducting and forwarding their survey results to the Service, are ensuring that their needs are known (16 U.S.C. 777g (g)(2)). States may use existing, recent survey results, approved by the appropriate Service Regional Office, to determine boating infrastructure needs (§ 86.113).

Issue 4. States completing a survey should receive ranking points.

Response: No "points" are assigned in the criteria for completing a survey; the only available points are outlined in § 86.60. States must use the survey results to develop a State plan for boating infrastructure. The plan (any plan certified by the Service Regional Office) is then eligible for 15 ranking points.

Issue 5. Can States add questions to the survey?

Response: States cannot add any questions to the survey. If OMB approves the final survey as written, we will reimburse States only for administering it as approved.

Issue 6. Typographical errors occur in the survey tables.

Response: We fixed typographical errors in both tables describing the type of participant in survey parts.

Issue 7. States should submit survey results electronically.

Response: The Service wants the results transmitted to the Service Regional Offices in a common electronic format, such as Microsoft Word, Word Perfect, Excel or Quattro Pro. We added a requirement regarding electronic transmission of results to § 86.111.

Issue 8. Clarify "boat service providers" as the term relates to public access.

Response: We changed § 86.102(b)(2)(i) and (ii) to include a phrase that specifies boat service providers "who allow public access."

Issue 9. What are the survey response rate requirements?

Response: We changed § 86.115 to read "plus or minus 10 percent." We also replaced the language that suggests a 70 percent response rate with language that says the State is responsible for selecting a statistically valid sample size.

Issue 10. In § 86.60, the points do not add up to 100, or no points are allowed for completing surveys.

Response: This section needed several minor editorial changes to make it clear and concise. Among these, we changed the point total to 105. The issue regarding awarding points for completing surveys is addressed in Issue 4.

Issue 11. According to § 86.54, why are proposals that are awarded less than 60 points when held to the criteria in § 86.60 automatically moved to Tier Two?

Response: We removed this "60 point" break when we revised the Tier One/Two break.

Issue 12. By awarding 15 points for a State plan, the Service is making State plans mandatory, penalizing all nonplan proposals.

Response: State plans are desirable under the Act (16 U.S.C. 777g (g)). They help set priorities and describe how a State will fulfill recreational boaters' needs. We can also use plans to help set national priorities in the comprehensive national assessment of recreational boat access needs and facilities described in the Act. The plan nonetheless is optional. The Act states, "A State may develop a plan for," and in the proposed rule, § 86.131 states "Plans are voluntary." However, the Service will award 15 criteria points to any acceptable plan, already existing and current, or a newly developed plan based on the OMB-approved survey or other recent approved survey results. The reason for the 15 criteria points is that projects coming from an accepted plan will establish priorities based on a formal needs assessment.

Issue 13. Add a statement to identify priorities in the State plan in § 86.60(b)(1).

Response: We added to § 86.60(b)(1), after the word "following" "priorities identified in" your State's program plan. We also agreed with the second thought presented in this comment and changed "construct and renovate" to "construct, renovate, and maintain."

Issue 14. Change the point values assigned to certain criteria.

Response: We are not making a change to the final rule as a result of this comment. We believe that we did a thorough job of stakeholder involvement when we assigned these point values.

Issue 15. A possible conflict exists in § 86.60(b)(4) about match funds.

Response: We have changed § 86.60(b)(4) to read "Include private, local, or other State funds in addition to the non-Federal match described in § 86.42."

Issue 16. Because of typographical errors in § 86.60(b)(4)(i), the percentage range was left out.

Response: In § 86.60(b)(4), we changed paragraph (i) to read "Twenty-six percent to thirty-five percent—5 points," paragraph (ii) to remove the word "above" at the end, and paragraph (iii) to insert the word "and" so it reads "Fifty percent and above—15 points."

Issue 17. Add the word "proposed" before "tie-up" to the second sentence in § 86.60(b)(5), and delete the word "access" from the same sentence.

Response: We do not believe this suggestion adds to the clarity of the

sentence. We are making no changes to the proposed rule as a result of this comment.

Issue 18. In § 86.60(b)(6), change the wording of the sentence to restrict the sites to those near population centers and raise the value of the points assigned.

Response: We believe this change would unnecessarily restrict State proposals. We believe the sentence is clear and the points are appropriate. The sentence remains unchanged.

Issue 19. In § 86.60(b)(7), substitute "enhanced opportunities" for "access."

Response: We are not changing this paragraph as a result of this comment because we believe the sentence is clear as written.

Issue 20. In § 86.60(b)(8), add "adjacent" before the word "community," and add "as the result of construction, renovation, or increased use," at the end of the first sentence.

Response: We believe this change would unnecessarily restrict the program criteria. The proposed sentence stands unchanged.

Issue 21. Allow Tier One dollars to finance State plans because not to do so creates an unfunded Federal mandate.

Response: The Act states that "* * * a State may develop and submit to the Secretary a plan for* * * ," not "must" (16 U.S.C. 777g–1 (c)). A mandate does not exist. However, States may do planning under other Sport Fish Restoration Act grant programs for purposes eligible under those programs and apply the resulting plan to the BIG Program.

Issue 22. Will the Service accept existing plans?

Response: The Service will accept any plan certified by the appropriate Service Regional Office that ensures that public boat access is and will be adequate to meet the needs of recreational boaters on your State's waters (§ 86.134).

Issue 23. What are the products of the National Assessment?

Response: The products of the Comprehensive National Assessment are listed in § 86.124.

Issue 24. Complying with the National Environmental Policy Act and the Endangered Species Act could cause up to 2 years of delay.

Response: All grantees must agree to and certify compliance with all applicable Federal laws. We use a certified "Assurances" statement. We are making no changes to the proposed rule as a result of this comment.

Issue 25. Can States use consultant fees, design, permitting, and construction administration costs as match for Tier One projects?

Response: Allowable matching and cost-sharing regulations are in 43 CFR 12.64; specific questions should be directed to the appropriate Service Regional Office.

Issue 26. Reduce match to where local governments or small marinas can compete for funds.

Response: In accordance with the Act, only States are eligible for funding under this grant program.

Issue 27. Are pre-award costs allowable?

Response: Only as described under § 86.20.

Issue 28. Who assumes the administrative burden after the program expires in 3 years?

Response: We discuss maintenance of approved projects in 50 CFR 80.17.

Issue 29. How much money can we charge the public to tie-up?

Response: The going rate in the locality determines the amount for the facility. We are making no change to the proposed rule as a result of this comment.

Issue 30. For projects in Tier Two that exceed available funding in Tier Two, what is the methodology for awarding funds other than what States request?

Response: There is none. We cannot exceed established spending levels. If a State requires funds from two or more different programs to obtain full funding, the State is responsible for securing the funds.

Issue 31. In § 86.20(a)(3), substitute "deep enough" for "6 feet of depth at the lowest tide * * * ."

Response: We researched these depths before making this specification, and we are not making the recommended change.

Issue 32. In § 86.20(a)(5)(iii), delete the reference to "this program," so that the sentence reads: "You may use funds from the Clean Vessel Act Program."

Response: We encourage the construction of pumpout stations with either set of funds. We are making no changes to the proposed rule as a result of this comment.

Issue 33. In § 86.20(e)(1), add "contract documents."

Response: No contract should be prepared and awarded until after we sign a grant; therefore, contract documents are not allowed as a pre-agreement cost. We are making no changes to the proposed rule as a result of this comment.

Issue 34. In § 86.21(e) and (g), add note on one-time dredging to (e) and add dinghy docks to (g).

Response: We address one-time dredging in § 86.20, and dinghy docks are not for transient vessels more than 26 feet in length. We are making no changes to the proposed rule as a result of this comment.

Issue 35. In § 86.21, make the State plan eligible for funding under BIG.

Response: State plans are eligible activities under the Sport Fish Restoration Act (16 U.S.C. 777).

Issue 36. In accordance with § 86.30, must I allow the public to use grant-funded facilities?

Response: Yes, § 86.30 specifies that reasonable access must be allowed and explains what that means.

Issue 37. In regard to § 86.54, one responder commented that the criterion referenced in § 86.60 was developed for competitive Tier Two projects and was not meant for Tier One projects. Tier One project funding was developed for States meeting the requirements in §§ 86.13 and 86.20.

Response: We agree and will change § 86.54(f)(1)(ii) (now § 86.53(d)(1)(ii) in the final rule) to read "* * * using the eligibility requirements in §§ 86.14 and 86.20." (Section 86.13 from the proposed rule has become § 86.14 in the final rule.)

Issue 38. In regard to § 86.55(f), why are two sets of $100,000 proposals required? Why not require one $200,000 proposal?

Response: Tier One proposals in the first grant cycle will be funded by 2 different fiscal years. To provide additional clarity, we replaced the second sentence in § 86.55(f) (now § 86.54(f)) with wording similar to the following, "We will fund one proposal for each fiscal year provided that each proposal meets the eligibility requirements in §§ 86.13 (now 86.14) and 86.20."

Issue 39. Sections 86.20 and 86.21 conflict in useful life of some outputs.

Response: We do not agree. Principal structures expected to last 20 years or more are different from navigational aids which may have a shorter lifespan. Only principal structures must be designed to last at least 20 years, therefore a conflict does not exist.

Issue 40. In regard to § 86.56, after the Service awards funds for a project, if it is found not to meet compliance requirements, where will these funds go?

Response: If a State cannot bring the project into compliance according to § 86.56 (now § 86.55), the funds may revert as required by the Act (16 U.S.C. 777c).

Issue 41. Regarding § 86.60(b), a respondent recommended considering construction in remote areas in the scoring priority and adding a statement to the Regulatory Flexibility Act section to give criteria points for remote sites.

Response: Section 86.60(b)(6) and (7) considers remote areas as they relate to significant links to prominent

destinations, way-points, and national, regional, and local significant areas. Therefore, we do not see the need to alter the present guidance.

Issue 42. In § 86.60(b)(8), how will we assess "significant positive economic impact?"

Response: States should assess the economic impact of projects using a cost/benefit analysis as described in the example in § 86.60(b)(8). States should address this issue, along with all the other criteria, in the grant proposal.

Issue 43. In § 86.82(b), replace the word "slippage" with "deviation."

Response: "Slippage" is the term used in 43 CFR 12.80(b)(2)(ii), which provides reporting requirements for assistance programs. We are making no changes to the proposed rule as a result of this comment.

Issue 44. In § 86.80, remove the requirement for quarterly reports.

Response: We are removing the requirement for quarterly reporting for Tier One projects only, according to 43 CFR 12.80, Monitoring and Reporting Program Performance.

Issue 45. In § 86.91, make States give credit to the Sport Fish Restoration Program for BIG grants.

Response: Credit to the Sport Fish Restoration Program remains optional. We have nothing on which to base making this issue mandatory. We are changing "may" in the last sentence to "* * * are encouraged to * * *".

Issue 46. Could priority for services at tie-up facilities be given to transient boats over 26 feet in length? If so, how would States enforce the priority?

Response: No. While we intend the program to benefit transient, nontrailerable boats, States must give equal public access to all boaters. Consequently, enforcement is unnecessary.

Issue 47. The Service Director should convene a nongovernmental advisory committee to provide expertise on "recreational boating facilities needs."

Response: Under the Federal Advisory Committee Act (Pub. L. 92–463, 5 U.S.C. App.1), requirements for creating an advisory committee would significantly delay the distribution of the first cycle grant funds. However, opportunities may exist for the nongovernmental community to participate in the grant selection process, and the Service will investigate such opportunities.

Issue 48. Are maintenance and operation costs in remote areas eligible under § 86.20(4)?

Response: We cover maintenance under § 86.20(a); we specifically exclude operation and janitorial costs under § 86.21.

Issue 49. Provide sufficient time to rank and award proposals.

Response: We changed the application period for the first grant cycle to allow applicants 90 days to submit grant proposals to the appropriate Service Regional Office. This change occurs in § 86.50.

Regulatory Planning and Review (E.O. 12866)

In accordance with the criteria in Executive Order 12866, this rule is a significant regulatory action according to the following:

(a) This rule will not have an annual economic effect of $100 million or adversely affect an economic sector, productivity, jobs, the environment, or other units of government. Program funds total $8 million per year for 4 years, for a total of $32 million. Program funds for surveys total $1,050,000. States must match these amounts with 25 percent or $2 million per year. State match totals $8 million over 4 years. The program will not negatively affect an economic sector, productivity, jobs, and other units of government. The program will have a positive effect on these factors.

(b) This rule will not create inconsistencies with other agencies' actions. We will require the necessary Federal, State, and local reviews and permits before allowing construction of all facilities approved under the program. These reviews will ensure that this rule will not create inconsistencies with other agencies' actions.

(c) This rule will materially affect entitlements, grants, user fees, loan programs, or the rights and obligations of their recipients. This rule establishes a new grant program using existing funds that are otherwise available to State natural resource agencies under the Sport Fish Restoration Act (16 U.S.C. 777–777m). Recipients will voluntarily accept all stipulations prior to the Service awarding funds for facility construction. The program only obligates the recipient to maintain the facility. User fees are not mandatory and the program allows only enough charges to maintain the facility established by the grant.

(d) This rule will not raise novel legal or policy issues. This program will award funds to States to install facilities for transient nontrailerable boats. We will review all actions for compliance with the National Environmental Policy Act. This grant program is similar to past Federal Aid grant programs for construction of facilities.

Regulatory Flexibility Act

The Department certifies that this document will not have a significant economic effect on a substantial number of small entities under the Regulatory Flexibility Act (5 U.S.C. 601 *et seq.*). Eight million dollars will be available annually for a 4-year period. The effects of these regulations occur to agencies in the States, Puerto Rico, Guam, the Virgin Islands, American Samoa, the District of Columbia, and the Northern Mariana Islands. These are not small entities under the Regulatory Flexibility Act. Some small entities, mainly marina operators, may receive grant funds. The program will place facilities where none exist now, in remote areas where no competition exists, and in populated areas where marinas have not previously installed them. Employment, investment, productivity, and innovation should all increase because the program will construct facilities to attract transient boaters. The result will be a net transfer of expenditures in the area. U.S.-based enterprises' ability to compete with foreign-based enterprises should not be affected by this rule.

Small Business Regulatory Enforcement Fairness Act (SBREFA)

This regulation is not a major rule under 5 U.S.C. 804(2), the Small Business Regulatory Enforcement Fairness Act, as discussed in the Regulatory Planning and Review and Regulatory Flexibility Act sections above.

Unfunded Mandates Reform Act

This regulation does not impose an unfunded mandate on State, local, or tribal governments or the private sector of more than $100 million per year. This regulation does not have a significant or unique effect on State, local, tribal governments, or the private sector. The rule establishes a grant program that States may participate in voluntarily. A statement containing the information required by the Unfunded Mandates Reform Act (2 U.S.C. 1531 *et seq.*) is not necessary.

Takings (E.O. 12630)

In compliance with Executive Order 12630, this regulation does not have significant takings implications. The rule provides standardized procedures for administering a Federal discretionary grant program.

Federalism Assessment (E.O. 13132)

In compliance with Executive Order 13132, this regulation does not have sufficient Federalism implications to warrant the preparation of a Federalism Assessment. Through this regulation,

eligible States will receive grants for construction, renovation, maintenance of boating facilities, and public information and education programs. Therefore, the rule is consistent with Executive Order 13132.

Civil Justice Reform (E.O. 12988)

In compliance with Executive Order 12988, the Office of the Solicitor has determined that this regulation does not unduly burden the judicial system and meets the requirements of §§ 3(a) and 3(b)(2) of the Order.

Paperwork Reduction Act

The information collection requirements contained in this regulation are only those necessary to fulfill applicable grant application requirements of 43 CFR Part 12; see 43 CFR 12.4 for information concerning OMB approval of those requirements. We have submitted the collections of information contained in this rule to the Office of Management and Budget for approval as required under 44 U.S.C. 3501 *et seq.* The Service will not collect this information until OMB has granted us approval. Additionally, no person may be required to respond to a collection of information unless it displays a currently valid OMB number.

The information collection requirement related to the surveys has a current OMB Approval Number 1018–0106 under the provisions of 44 U.S.C. 3501 *et seq.* In response to the comments received on the technical aspects of the proposed survey, we revised the survey improving the guidance, questions, and a lower time burden for completion.

What Intergovernmental Review Procedures Must I as a State follow?

Executive Order 12372, "Intergovernmental Review of Federal Programs," and 43 CFR Part 9, "Intergovernmental Review of Department of the Interior Programs and Activities," applies to the national BIG Program. Under the Order, you may design your own processes to review and comment on proposed Federal assistance under covered programs.

What Is My Responsibility as a State if I Participate in the Executive Order Process Having Single Points of Contact?

You should alert your Single Points of Contact (SPOC) to the prospective applications and receive any necessary instructions to provide material the SPOC requires. You must submit all required materials, if any, to the SPOC and show the date of this submittal (or the date of contact if the SPOC does not require submittal) on the narrative. If you are from a State that chooses to exempt the grants, you need take no action regarding E.O. 12372.

Author

The principal author of this rule is Steve Farrell, Project Officer, U.S. Fish and Wildlife Service, Division of Federal Aid, 4401 North Fairfax Drive, Suite 140, Arlington, Virginia 22203.

Regulation Promulgation

Accordingly, the Service hereby establishes part 86, subchapter F of Chapter I, Title 50 Code of Federal Regulations, as set forth below:

List of Subjects in 50 CFR Part 86

Administrative practice and procedure, Boats and boating, Grant programs—recreation, Natural resources, Recreation and recreation areas, Reporting and record keeping requirements.

For the reasons set out in the preamble, we amend Subchapter F of Chapter I, Title 50 of the Code of Federal Regulations, by adding a new part 86 to read as follows.

PART 86—BOATING INFRASTRUCTURE GRANT (BIG) PROGRAM

Subpart A—General Information About the Grant Program

Sec.
86.10 What does this regulation do?
86.11 What does the national BIG Program do?
86.12 Definitions of Terms Used in Part 86
86.13 What is boating infrastructure?
86.14 Who may apply for these grants?
86.15 How does the grant process work?
86.16 What are the information collection requirements?

Subpart B—Funding State Grant Proposals

86.20 What activities are eligible for funding?
86.21 What activities are ineligible for funding?

Subpart C—Public Use of the Facility

86.30 Must I allow the public to use the grant-funded facilities?
86.31 How much money may I charge the public to use tie-up facilities?

Subpart D—Funding Availability

86.40 How much money is available for grants?
86.41 How long will the money be available?
86.42 What are the match requirements?
86.43 May someone else supply the match?
86.44 What are my allowable costs?
86.45 When will I receive the funds?

Subpart E—How States Apply for Grants

86.50 When must I apply?
86.51 To whom must I apply?
86.52 What information must I include in my grant proposals?
86.53 What are funding tiers?
86.54 How must I submit proposals?
86.55 What are my compliance requirements with Federal laws, regulations, and policies?

Subpart F—How the Service Selects Projects To Receive Grants

86.60 What are the criteria used to select projects for grants?
86.61 What process does the Service use to select projects for grants?
86.62 What must I do after my project has been selected?
86.63 May I appeal if my project is not selected?

Subpart G—How States Manage Grants

86.70 What are my requirements to acquire, install, operate, and maintain real and personal property?
86.71 How will I be reimbursed?
86.72 Do any other Federal requirements apply to this program?
86.73 What if I do not spend all the money?
86.74 What if I need more money?

Subpart H—Reporting Requirements for the States

86.80 What are my reporting requirements for this grant program?
86.81 When are the reports due?
86.82 What must be in the reports?

Subpart I—State Use of Signs and Sport Fish Restoration Symbols

86.90 What are my responsibilities for information signs?
86.91 What are my program crediting responsibilities?
86.92 Who can use the SFR logo?
86.93 Where should I use the SFR logo?
86.94 What crediting language should I use?

Subpart J—Service Completion of the National Framework

86.100 What is the National Framework?
86.101 What is the Service schedule to adopt the National Framework?
86.102 How did the Service design the National Framework?

Subpart K—How States Will Complete a Boat Access Needs Survey (Survey)

86.110 What does the survey do?
86.111 Must I do a survey?
86.112 What are the advantages of doing a survey?
86.113 What if I have recently completed a survey?
86.114 Do I need to conduct a survey if I already have a plan for installing tie-up facilities?
86.115 How should I administer the survey?
86.116 May I change the questions in the survey?
86.117 [Reserved]
86.118 What does this survey include?

Subpart L—Completing the Comprehensive National Assessment

86.120 What is the Comprehensive National Assessment?
86.121 What does the Comprehensive National Assessment do?

86.122 Who completes the Comprehensive National Assessment?
86.123 Comprehensive National Assessment schedule.
86.124 What are the Comprehensive National Assessment products?

Subpart M—How States Will Complete the State Program Plans

86.130 What does the State program plan do?
86.131 Must I do a plan?
86.132 What are the advantages to doing a plan?
86.133 What are the plan standards?
86.134 What if I am already carrying out a plan?
86.135 [Reserved]
86.136 What must be in the plan?
86.137 What variables should I consider?

Authority: 16 U.S.C. 777g, 777g–1.

Subpart A—General Information About the Grant Program

§ 86.10 What does this regulation do?

In this part, the terms "I," "you," "my," and "your" refer to the State agency seeking participation in the national Boating Infrastructure Grant (BIG) Program. "We" and "us" refers to the Fish and Wildlife Service. This part establishes your requirements under the Sportfishing and Boating Safety Act of 1998 to:

(a) Participate in the national BIG Program,

(b) Complete your boat access survey, and

(c) Develop State plans to install tie-up facilities for transient nontrailerable recreational vessels.

§ 86.11 What does the national BIG Program do?

This program provides funds for States to construct, renovate, and maintain tie-up facilities with features for transient boaters in vessels 26 feet or more in length, and to produce and distribute information and educational materials about the program.

§ 86.12 Definitions of terms used in part 86.

For the purposes of this part, the following terms are defined:

Construct means engaging in activities that produce new capital improvements and increase the value or usefulness of existing property. These activities include building new tie-up facilities or replacing or expanding existing tie-up facilities.

Grant means financial assistance the Federal Government awards to an eligible applicant.

Grant agreement means a contractual agreement used to obligate Federal Aid funds for carrying out work covered by an approved grant proposal.

Maintain means engaging in activities that allow the facility to continue to function, such as repairing docks. These activities exclude routine janitorial activities.

Navigable waters means waters connected to or part of the jurisdictional waters of the United States that transient nontrailerable recreational vessels currently use or can use.

Nontrailerable recreational vessels mean motorized boats 26 feet or more in length manufactured for and operated primarily for pleasure, including vessels leased, rented, or chartered to another person for his or her pleasure.

Project means a specific plan or design.

Proposal means a description of one or more projects for which a State requests grant funds.

Recreational waters means navigable waters that vessels use for recreational purposes.

Renovate means to rehabilitate or repair a tie-up facility to restore it to its original intended purpose, or to expand its purpose to allow transient nontrailerable recreational vessels.

States means individual States within the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

Survey instrument means a tool developed by the Service and approved by OMB to assess the need for boating facilities.

Tie-up facilities mean facilities that transient nontrailerable recreational vessels occupy temporarily, not to exceed 10 consecutive days; for example, temporary shelter from a storm; a way station en route to a destination; a mooring feature for fishing; or a dock to visit a recreational, historic, cultural, natural, or scenic site.

Transient means passing through or by a place, staying 10 days or less.

Water-body means the lake, section of river, or specific area of the coast, such as a harbor or cove, where tie-up facilities or boat access sites are located.

§ 86.13 What is boating infrastructure?

Boating infrastructure refers to features that provide stopover places for transient nontrailerable recreational vessels to tie up. These features include, but are not limited to:

(a) Mooring buoys (permanently anchored floats designed to tie up nontrailerable recreational vessels);

(b) Day-docks (tie-up facilities that do not allow overnight use);

(c) Navigational aids (*e.g.,* channel markers, buoys, and directional information);

(d) Transient slips (slips that boaters with nontrailerable recreational vessels occupy for no more than 10 consecutive days);

(e) Safe harbors (facilities protected from waves, wind, tides, ice, currents, etc., that provide a temporary safe anchorage point or harbor of refuge during storms);

(f) Floating docks and fixed piers;

(g) Floating and fixed breakwaters;

(h) Dinghy docks (floating or fixed platforms that boaters with nontrailerable recreational vessels use for a temporary tie-up of their small boats to reach the shore);

(i) Restrooms;

(j) Retaining walls;

(k) Bulkheads;

(l) Dockside utilities;

(m) Pumpout stations;

(n) Recycling and trash receptacles;

(o) Dockside electric service;

(p) Dockside water supplies;

(q) Dockside pay telephones;

(r) Debris deflection booms; and

(s) Marine fueling stations.

§ 86.14 Who may apply for these grants?

You, with authority from your State Government. You must identify one key contact only and submit proposals through this person.

§ 86.15 How does the grant process work?

To ensure that grants address the highest national priorities identified in the Act, we make funds available on a competitive basis. You must submit your proposals by the appropriate date as specified in § 86.50. You must address certain questions and criteria (listed in § 86.52) to be eligible and competitive. We will conduct a panel review of all proposals, and the Service Director will make the final grant awards. You may begin work on your project only after you receive a fully executed grant agreement.

§ 86.16 What are the information collection requirements?

This part contains both routine information collection and survey requirements, as follows:

(a) The routine information collection requirements for grants applications and associated record keeping contained in this part are only those necessary to fulfill applicable requirements of 43 CFR part 12. These requirements include record keeping and reporting requirements. See 43 CFR 12.4 for information concerning OMB approval of those requirements.

(b) The revised information collection requirements related to the surveys will be submitted to OMB for approval as changed. They will not be imposed until

we receive OMB approval under the provisions of 44 U.S.C. 3501 *et seq.* The surveys are voluntary and are for States to determine the adequacy, number, location, and quality of facilities that provide public access for all sizes of recreational boats. The public's burden estimate for the survey is as follows:

Type of information	Number of respondents*	Average time required per response (minutes)	Annual burden hours
Boat owners: Part A	11,200	12	2,240
Boat owners: Part B	28,000	12	5,600
Boat Service Providers: Part C	8,400	20	2,800
Boat Service Providers: Part D	4,000	20	1,333

*These numbers are not additive since some boaters will fill out both Parts A and B, and most of the providers will fill out both Parts C and D.

(c) Send comments regarding this collection of information to the Service Information Collection Clearance Officer, MS—222 ARLSQ, Fish and Wildlife Service, Washington, DC 20240, and the Office of Management and Budget, Department of Interior, Desk Officer, 1849 C Street, NW., Washington, DC 20503. An Agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. OMB has up to 60 days to approve or disapprove the information collection but may respond after 30 days. Therefore, to ensure maximum consideration, you must send your comments to OMB by the above referenced date.

Subpart B—Funding State Grant Proposals

§ 86.20 What activities are eligible for funding?

Your project is eligible for funding if you propose to:

(a) Construct, renovate, and maintain either publicly or privately owned boating infrastructure tie-up facilities. To be eligible you must:

(1) Build these tie-up facilities on navigable waters, available to the public. You must design new construction and renovations to last at least 20 years;

(2) Design these tie-up facilities for temporary use for transient nontrailerable recreational vessels;

(3) Build these tie-up facilities in water deep enough for nontrailerable recreational vessels to navigate (a minimum of 6 feet of depth at the lowest tide or other measure of lowest fluctuation);

(4) Provide security, safety, and service for these boats; and,

(5) Install a pumpout station, if you construct a facility for overnight stays:

(i) If there is already a pumpout within a reasonable distance (generally within 2 miles) of the facility, you may not need one;

(ii) For facilities intended as day stops, we encourage you to install a pumpout; and,

(iii) You may use funds from the BIG program, or the Clean Vessel Act pumpout grant program also administered by us, to pay for a pumpout station.

(b) Do one-time dredging only, to give transient vessels safe channel depths between the tie-up facility and maintained channels or open water.

(c) Install navigational aids, limited to giving transient vessels safe passage between the tie-up facility and maintained channels or open water.

(d) Apply funds to grant administration.

(e) Fund preliminary costs:

(1) Preliminary costs may include any of the following activities completed before signing a grant agreement:

(i) Conducting appraisals;

(ii) Administering environmental reviews and permitting;

(iii) Conducting technical feasibility studies, for example, studies about environmental, economic, and construction engineering concerns;

(iv) Carrying out site surveys and engaging in site planning;

(v) Preparing cost estimates; and

(vi) Preparing working drawings, construction plans, and specifications.

(2) We will fund preliminary costs only if we approve the project.

(3) If the project is approved, the appropriate Service Regional Director must still approve preliminary costs.

(f) Produce information and education materials such as charts, cruising guides, and brochures.

§ 86.21 What activities are ineligible for funding?

Your project is ineligible for funding if you propose to:

(a) Complete a project that does not provide public benefits, for instance, a project that is not open to the public for use;

(b) Involve law enforcement activities;

(c) Significantly degrade or destroy valuable natural resources or alter the cultural or historic nature of the area;

(d) Construct or renovate principal structures not expected to last at least 20 years;

(e) Do maintenance dredging;

(f) Fund operations or routine, custodial, and janitorial maintenance of the facility;

(g) Construct, renovate, or maintain boating infrastructure tie-up facilities for nontrailerable vessels, for example the following:

(1) Tie-up slips available for occupancy for more than 10 consecutive days by a single party;

(2) Dryland storage;

(3) Haul-out features; and

(4) Boating features for trailerable or "car-top" boats (boats less than 26 feet in length), such as launch ramps and carry-down walkways.

(h) Develop a State program plan to construct, renovate, and maintain boating infrastructure tie-up facilities; and

(i) Conduct surveys to determine boating access needs.

(1) You may conduct the survey with funds allocated to motorboat access to recreational waters under subsection (b)(1) of section 8 of the Federal Aid in Sport Fish Restoration Act of 1950, as amended (16 U.S.C. 777).

(2) You may combine surveys under one contractor where feasible if you can realize a cost or other savings.

Subpart C—Public Use of the Facility

§ 86.30 Must I allow the public to use the grant-funded facilities?

(a) You must allow reasonable access to all recreational vessels for the useful life of the tie-up facilities. Accessible to the public means located where the public can reasonably reach the facility and where all boats typical to that facility can easily use it, charging equitable fees, and being open for reasonable periods. You must allow public access to the shore and basic features such as fuel and restrooms in facilities that have them. You must specify precise details of the public access in the contract with the facility

manager. We do not require public access to the remainder of a park or marina where the facility is found. Nor do we require any restrictions in that park or marina.

(b) You must comply with Americans with Disabilities Act requirements when you construct or renovate all tie-up facilities under this grant.

§ 86.31 How much money may I charge the public to use tie-up facilities?

You may charge the public only a reasonable fee, based on the prevailing rate in the area. You must determine a fee that does not pose an unreasonable, competitive amount, based on other publicly and privately owned tie-up facilities in the area. You must approve any proposed changes in fee structure by a sub-grantee.

Subpart D—Funding Availability

§ 86.40 How much money is available for grants?

There is $32 million available for grants under the BIG program ($8 million per year for fiscal years 2000–2003).

§ 86.41 How long will the money be available?

Under the Act, funding for the BIG program is provided for FY 2000–2003. Each year's funds remain available for obligation for a total of three fiscal years (e.g. FY 2000 funds will remain available through FY 2002) (16 U.S.C. 777c(b)(3)(B)).

§ 86.42 What are the match requirements?

The Act authorizes the Secretary of the Interior (through the Director of the U.S. Fish and Wildlife Service (Service)) to award grants to States to pay up to 75 percent of the cost to construct, renovate, or maintain tie-up facilities for transient nontrailerable recreational vessels. You or a partner must pay the remaining project cost—at least a 25 percent match is required. Title 43 CFR 12.64 applies to cost sharing or matching requirements for Federal grants.

§ 86.43 May someone else supply the match?

Third-party contribution, including property and in-kind services, is allowable, but must be necessary and reasonable to accomplish grant objectives. In-kind contributions must also represent the current market value of noncash contributions that the third party furnishes as part of the grant.

§ 86.44 What are my allowable costs?

(a) The State may spend grant funds to pay only costs that are necessary and reasonable to accomplish the approved grant objectives. Grant costs must meet the applicable Federal cost principles in 43 CFR 12.62. You may purchase informational and program signs as allowable costs.

(b) If you include purposes other than those eligible under the Act, you must prorate the costs equitably according to Federal cost principles in 43 CFR 12.62 and 50 CFR 80.15.

§ 86.45 When will I receive the funds?

Once you sign the grant agreement, we will make the funds available.

Subpart E—How States Apply for Grants

§ 86.50 When must I apply?

(a) We will accept proposals between February 20, 2001, and May 18, 2001, for the first grant cycle; between July 1, 2001, and September 30, 2001, for the second grant cycle; and between July 1, 2002, and September 30, 2002, for the third grant cycle. This program starts fiscal year 2000 and ends fiscal year 2003. We will have $16 million to award the first grant cycle, and $8 million each cycle after that.

(b) The annual schedule follows:

Action	FY 2000–2001	FY 2002	FY 2003
We announce the beginning of the grant cycle.	February 20, 2001	July 1, 2001	July 1, 2002.
You submit your grant proposal by	May 18, 2001	September 30, 2001	September 30, 2002.
Regions submit the proposals to Washington by.	June 18, 2001	October 31, 2001	October 31, 2002.
We rank the proposals by	July 17, 2001	November 30, 2001	November 30, 2002.
The Director approves proposals by.	August 16, 2001	December 31, 2001	December 31, 2002.
Regions finalize their grant agreements by.	October 15, 2001	February 28, 2002	February 28, 2003.

§ 86.51 To whom must I apply?

You must submit your proposals to the appropriate regional office of the U.S. Fish and Wildlife Service. See the chart below for the address you will need.

Region	State	Address	Telephone
1	California, Hawaii, Idaho, Nevada, Oregon, Washington, American Samoa, Commonwealth of the Northern Mariana Islands, and Guam.	Division of Federal Aid, U.S. Fish & Wildlife Service, Eastside Federal Complex, 911 NE 11th Avenue, Portland, OR 97232–4181.	503–231–6128, Fax: 503–231–6996
2	Arizona, New Mexico, Oklahoma, and Texas.	Division of Federal Aid, U.S. Fish & Wildlife Service, P.O. Box 1306, 625 Silver, SW, Suite 325, Albuquerque, NM 87102.	505–248–7450, Fax: 505–248–7471
3	Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio, and Wisconsin.	Division of Federal Aid, U.S. Fish & Wildlife Service, Bishop Henry Whipple Federal Building, 1 Federal Drive, Fort Snelling, MN 55111–4056.	612–713–5130, Fax: 612–713–5290
4	Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Puerto Rico, and the Virgin Islands.	Division of Federal Aid, U.S. Fish & Wildlife Service, 1875 Century Boulevard, Suite 324, Atlanta, Georgia 30345.	404–679–4159, Fax: 404–679–4160

Region	State	Address	Telephone
5	Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia.	Division of Federal Aid, U.S. Fish & Wildlife Service, 300 Westgate Center Drive, Hadley, MA 01035–9589.	413–253–8200, Fax: 413–253–8487
6	Colorado, Kansas, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming.	Division of Federal Aid, U.S. Fish & Wildlife Service, Denver Federal Center, P.O. Box 25486, Lake Plaza North Building, 134 Union Boulevard, 4th Floor, Denver, Colorado 80225.	303–236–7392, Fax: 303–236–8192
7	Alaska	Division of Federal Aid, U.S. Fish & Wildlife Service, 1011 East Tudor Road, Anchorage, Alaska 99503.	907–786–3435, Fax: 907–786–3575

§ 86.52 What information must I include in my grant proposals?

You must submit the following standard forms and narrative for all projects (Tier One and Tier Two) (see § 86.53):

(a) Standard Form 424 series as prescribed by the Office of Management and Budget. The SF 424 series consists of the Applications for Federal Assistance (SF 424), Budget Information—Non-Construction Programs (SF 424A), Assurances—Non-Construction Programs (SF 424B), Budget Information—Construction Programs (SF 424C), and Assurances—Construction Programs (SF 424D). Submit forms appropriate for either construction or nonconstruction projects. Forms are available from your appropriate Service Regional Office.

(b) Information requested under OMB Circular A–102 (Application Booklet for Federal Aid Grants—pending approval under the Paperwork Reduction Act).

§ 86.53 What are funding tiers?

(a) This grant program will consist of two tiers of funding.

(i) You may apply for one or both tiers.

(ii) The two tiers will allow all States some certainty of base level funding.

(b) Tier One funding will ensure broad geographical distribution to meet the needs of transient nontrailerable recreational vessels.

(c) Tier Two funding will allow States with large projects to compete with other States with large projects based on individual project merits.

(d) We describe the two tiers as follows:

(1) *Tier One Projects.*

(i) You may submit a proposal with an unlimited number of projects within this tier. However, your total request cannot exceed $100,000 of Federal funds for any given fiscal year.

(ii) Tier One projects must meet the eligibility requirements in §§ 86.14 and 86.20.

(2) *Tier Two Projects.*

(i) While we expect available funds for Tier Two proposals to be between $3 million and $4 million per grant cycle, we have no dollar limit for Tier Two proposals. You may submit any number of projects, which we will score and rank separately according to the criteria in § 86.60.

(ii) Each project will compete nationally against every other project in Tier Two.

(iii) Tier Two projects must also meet the eligibility requirements in §§ 86.14 and 86.20.

§ 86.54 How must I submit proposals?

(a) You may apply for either Tier One funding or Tier Two funding or both.

(b) You may submit more than one project proposal within Tier One and Tier Two.

(c) You may submit one proposal that includes Tier One and Tier Two projects.

(d) If your proposal includes Tier One and Tier Two projects, you must describe Tier One projects separately from Tier Two projects.

(e) You must describe each project in Tier Two separately, so that the Service can rank and score each project in Tier Two separately.

(f) For the first grant cycle, which includes fiscal years 2000 and 2001, a State may submit one Tier One proposal not to exceed $100,000 per fiscal year. States should submit proposals between February 20, 2001, and May 18, 2001. We will fund one Tier One proposal per State for each fiscal year provided that each proposal meets the eligibility requirements in §§ 86.14 and 86.20. Fiscal year 2000 funds are available only for Tier One proposals. Tier One proposals need not meet the criteria in § 86.60. We will fund Tier Two proposals received between February 20, 2001, and May 18, 2001, that meet the criteria in §§ 86.14, 86.20, and 86.60 with fiscal year 2001 funds and the remainder of fiscal year 2000 funds.

(g) For the remaining grant cycles, you may submit only one proposal of Tier One projects per fiscal year.

(h) When we approve projects, the appropriate Service Regional Office will determine how many grant agreements are necessary.

§ 86.55 What are my compliance requirements with Federal laws, regulations, and policies?

(a) To receive Federal funds, you must agree to and certify compliance with all applicable Federal laws, regulations, and policies. You must submit an Assurance Statement, as described in 43 CFR part 12.51(c), that describes how you comply with Federal grant requirements; and

(b) You may have to provide additional documentation to comply with environmental and other laws, as defined in Fish and Wildlife Service Manual 523 FW 1 (available on the internet at http://www.fws.gov/directives/523fw1.html). The Service Regional Office Grant Administrator may request preliminary evidence at the grant proposal stage that the proposed project will meet these compliance requirements. Consult with the appropriate Service Regional Office for specific applicability.

Subpart F—How the Service Selects Projects To Receive Grants

§ 86.60 What are the criteria used to select projects for grants?

(a) We will rank all Tier Two proposals according to the criteria in paragraph (b) of this section and the attached chart, which sets forth points we will ascribe for various factors.

(b) We will consider proposals that:

(1) Plan to construct, renovate, and maintain tie-up facilities for transient nontrailerable recreational vessels following priorities identified in your State's program plan (see Subpart M for State program plan information) that the Secretary of the Interior has approved under section 7404(c) of the Sportfishing and Boating Safety Act.	15 points.
(2) Provide for public/private and public/public partnership efforts to develop, renovate, and maintain tie-up facilities. These partners must be other than the Service and lead State agency:	
(i) One partner	5 points.
(ii) Two partners	10 points.
(iii) Three or more partners	15 points.
(3) Use innovative techniques to increase the availability of tie-up facilities for transient nontrailerable recreational vessels (includes education/information).	0–15 points.
(4) Include private, local, or other State funds in addition to the non-Federal match, described in § 86.42:	
(i) Twenty-six percent to thirty-five percent	5 points.
(ii) Between thirty-six and forty-nine percent	10 points.
(iii) Fifty percent and above	15 points.
(5) Are cost efficient. Proposals are cost efficient when the tie-up facility or access site's features add a high value compared with the funds from the proposal, for example, where you construct a small feature such as a transient mooring dock within an existing harbor that adds high value and opportunity to existing features (restrooms, utilities, *etc.*). A proposal that requires installing all of the above features would add less value for the cost.	0–10 points.
(6) Provide a significant link to prominent destination way points such as those near metropolitan population centers, cultural or natural areas, or that provide safe harbors from storms.	10 points.
(7) Provide access to recreational, historic, cultural, natural, or scenic opportunities of national, regional, or local significance. Projects that provide access to opportunities of national, regional, or local significance receive 5 points for each, for a maximum of 15 points	
(8) Provide significant positive economic impacts to a community. For example, a project that costs $100,000 and attracts a number of boaters who altogether spend $1 million a year in the community.	1–5 points.
(9) Include multi-State efforts that result in coordinating location of tie-up facilities	5 points.
(10) Total possible points	105 points.

Criteria	Points
(1) Construct Tie-up Facilities	15
(2) Provide Partnership Efforts	5–15
(3) Use Innovative Techniques	0–15
(4) Include Other Funding Sources	5–15
(5) Are Cost Efficient	0–10
(6) Provide Way Point Linkage	10
(7) Provide Access To Opportunities	5–15
(8) Provide Significant Economic Impacts	1–5
(9) Include Multi-State Efforts	5
(10) Total Possible Points	105

§ 86.61 What process does the Service use to select projects for grants?

The Service's Division of Federal Aid convenes a panel of professional staff to review, rank, and recommend funding to the Service Director. This panel will include representatives from the Service's Washington, DC, and Regional Offices. The Director may convene an advisory panel of nongovernmental organizations to advise and make recommendations to the Federal panel. The Service Director will select projects for grants by August 16, 2001, August 10, 2001, and August 10, 2002, for the three grant cycles.

§ 86.62 What must I do after my project has been selected?

After we approve your award, we will notify you to work with the appropriate Service Regional Office to fulfill the grant documentation requirements and finalize the grant agreement.

§ 86.63 May I appeal if my project is not selected?

If you have a difference of opinion over the eligibility of proposed activities or differences arising over the conduct of work, you may appeal to the Director. Final determination rests with the Secretary of the Interior (50 CFR 80.7).

Subpart G—How States Manage Grants

§ 86.70 What are my requirements to acquire, install, operate, and maintain real and personal property?

(a) You will find applicable regulations for this subject in 43 CFR 12.71 and 12.72. If you have questions about applicability, contact the appropriate Service Regional Office.

(b) You must ensure that the design and installation of tie-up facilities provide for substantial structures that will have a significant longevity, at least 20 years.

(c) You must ensure that you operate, maintain, and use the tie-up facilities and features for the stated grant purpose. You must obtain prior written approval from the appropriate Service Regional Director before you can convert these tie-up facilities to other uses.

§ 86.71 How will I be reimbursed?

For details on how we will pay you, refer to 43 CFR 12.61.

§ 86.72 Do any other Federal requirements apply to this program?

For administrative requirements not covered under these specific guidelines, check 43 CFR 12, which generally applies to all Federal grant programs.

§ 86.73 What if I do not spend all the money?

Funds not obligated or expended after 3 fiscal years from the date of the award revert to the Secretary of Transportation for use in State recreational boating safety programs. (16 U.S.C. 777c(b)(3)(B), 16 U.S.C. 777c(b)(4))

§ 86.74 What if I need more money?

Funds for grants are available only on a competitive basis. Therefore, if you need more money, you must compete in the next grant cycle.

Subpart H—Reporting Requirements for the States

§ 86.80 What are my reporting requirements for this grant program?

(a) For all projects, you must submit to the appropriate Service Regional Office an annual report and a final performance report and otherwise comply with 43 CFR 12.80.

(b) For Tier Two projects, you must submit quarterly reports according to 43 CFR 12.80.

§ 86.81 When are the reports due?

Reports are due as follows:

(a) Annual reports are due 90 days after the grant year ends;

(b) The final performance report is due 90 days after the expiration or termination of grant support;

(c) Tier Two quarterly reports are due January 31, April 30, July 31, and October 31 unless specified otherwise in the grant agreement; and

(d) The State must report certified percentage of completion data and other significant developments in accordance

with the grant agreement or 43 CFR 12.80.

§ 86.82 What must be in the reports?

The reports must include the following:

(a) You must identify the actual accomplishments compared to the objectives established for the period;

(b) You must identify the reasons for any slippage if established objectives were not met; and

(c) You must identify any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Subpart I—State Use of Signs and Sport Fish Restoration Symbols

§ 86.90 What are my responsibilities for information signs?

You should install appropriate information signs at boating infrastructure tie-up facilities. You should ensure that this information is clearly visible, directing boaters to the facility. Information should show fees, restrictions, hours of operation, a contact name, and telephone number to report an inoperable facility.

§ 86.91 What are my program crediting responsibilities?

You should give public credit to the Federal Aid in Sport Fish Restoration (SFR) program as the source of funding for the BIG Program. You should recognize this program by using the SFR logo. You are encouraged to use the crediting logo identified in § 80.26 of this chapter to identify national BIG Program projects.

§ 86.92 Who can use the SFR logo?

The States may use the SFR logo and should encourage others to display it. Other people or organizations may use the logo for purposes related to the national BIG Program as authorized in § 80.26 of this chapter.

§ 86.93 Where should I use the SFR logo?

You should display the logo on tie-up facilities that you construct, acquire, develop, or maintain under these grants. You should also use the logo on printed material or other visual representations that relate to project accomplishments or education/information. Refer to § 85.47 of this chapter for logo colors.

§ 86.94 What crediting language should I use?

Suggested examples of language to use when crediting the national BIG Program follow:

(a) Example 1: The Federal Aid in Sport Fish Restoration Program funded this facility thanks to your purchase of fishing equipment and motorboat fuels.

(b) Example 2: The Federal Aid in Sport Fish Restoration Program is funding this construction thanks to your purchase of fishing equipment and motorboat fuels. And,

(c) Example 3: The Federal Aid in Sport Fish Restoration Program funded this (pamphlet) thanks to your purchase of fishing equipment and motorboat fuels.

Subpart J—Service Completion of the National Framework

§ 86.100 What is the National Framework?

The National Framework is the survey, required by the Act, you must use to determine boating access needs in your State. Through a State survey, you must conduct a boating access needs assessment or data collection to determine the adequacy, number, location, and quality of tie-up facilities and boat access sites providing access to recreational waters for all sizes of recreational boats.

§ 86.101 What is the Service schedule to adopt the National Framework?

The Secretary of the Interior adopted the National Framework on September 28, 2000 via a notice in the **Federal Register** (Volume 65, Number 189, Page 58284).

§ 86.102 How did the Service design the National Framework?

The Framework divides the survey into two components: boater survey, and boat access provider survey.

(a) The purpose of the boater survey component is to identify boat user preferences and concerns for existing and needed access available to the public.

(1) The nontrailerable boat data set will fulfill informational needs for you to develop your State program plans as called for in the Act.

(2) The boater survey will survey registered boat owners in your State for two types of boats:

(i) Part A—for nontrailerable recreational vessels.

(ii) Part B—for trailerable and "car-top" boats (less than 26 feet long).

(b) The purpose of the boat access provider component is to identify boat access providers' ideas about current and needed facility and site locations and perceptions of boat user preferences and concerns regarding access. We developed these questions to guide interviews of boat access facility and site managers.

(1) The nontrailerable boat data set will fulfill the informational needs for you to develop your State plans as called for in the Act.

(2) The boat access provider survey will survey facility providers in your State for two types of boats:

(i) Part C—a survey to all providers in your State who allow public access, including State agency and non-State entities (Federal and local government entities, corporate and private/commercial providers), and operate tie-up facilities for nontrailerable recreational vessels.

(ii) Part D—a survey to all providers in your State who allow public access and operate boat access sites for boats less than 26 feet long.

Subpart K—How States Will Complete Access Needs Surveys

§ 86.110 What does the State survey do?

The State survey determines the status of boating access facilities for all recreational boats in your State and your future boater access needs.

§ 86.111 Must I do a survey?

The Act does not require surveys. They are voluntary. However, if you do a survey, you must complete it following the National Framework to receive funds. You must transmit the results to the Service Regional Offices in a common electronic format, such as Microsoft Word, Word Perfect, Excel or Quattro Pro.

§ 86.112 What are the advantages of doing a survey?

Surveys provide the information necessary to fully understand the needs of boaters in your State. Surveys allow you to develop a meaningful plan to provide better access to boaters. Use surveys to complete the plan.

§ 86.113 What if I have recently completed a boat access survey?

If the recent survey substantially answers the provisions in § 86.118, the appropriate Service Regional Office will determine if it is sufficient to meet the needs of the program. If the Regional Office determines that the survey is not sufficient, you must complete that portion(s) or an entire new survey to receive credit for completing a recent survey.

§ 86.114 Do I need to conduct a survey if I already have a plan for installing tie-up facilities?

You need not conduct the survey if the appropriate Secretary of the Interior certifies that you have developed and are carrying out a State program plan, as described in Subpart M of this chapter, that ensures that public boat access exists and is adequate to meet the needs of recreational boaters on your waters.

§ 86.115 How should I administer the survey?

Use a consultant or university specializing in administration of such surveys. Use sample sizes large enough to achieve statistical accuracy so the estimate is within plus or minus 10 percent of the true number.

(a) You may use a telephone, mail, or other type of survey for a sample population of boaters within the State. Costs for telephone and mail surveys are roughly similar. However, response rates for mail surveys are generally lower.

(b) For boat access providers, we prefer that you survey all State agency and non-State providers, but you may survey a sample population.

(c) You may develop your own methodology to collect data, which may include telephone, mail, fax, or other inventory means. We do not expect you to use automated, electronic, mechanical, or similar means of information collection.

(d) Data collected are unique to each respondent. Data collection should use standard survey method criteria to gather information from each respondent.

§ 86.116 May I change the questions in the survey?

You must not change the questions because we need information that is comparable nationwide. We have developed a survey instrument for completing the surveys. We are seeking approval from OMB on the survey questions and the OMB approval does not extend to additional questions.

§ 86.117 Reserved for survey approval schedule.

§ 86.118 What does this survey instrument include?

(a) We divided this survey into four parts. Part A being for transient nontrailerable boat owners. Part B is for trailerable or "car-top" boat owners. Part C is for State agency and non-State providers of facilities for nontrailerable recreational vessels in the State. Part D is for State and non-State providers of access sites for trailerable or "car-top" boats.

(b) Follow these instructions to complete Part A—BOAT OWNER SURVEY FOR TIE-UP FACILITIES FOR NONTRAILERABLE RECREATIONAL VESSELS:

(1) If the boater owns a nontrailerable recreational vessel, ask the boater to fill out Part A;

(2) If the boater owns more than one boat 26 feet or more in length, ask the boater to provide information for the boat he or she uses most often;

(3) If the boater owns at least one boat more than and at least one boat less than 26 feet in length, ask the boater to fill out both Parts A and B; and,

(4) You should use a sample size large enough to achieve statistical accuracy so the estimate is within 10 percent of the true number.

(c) Follow these instructions to complete Part B—BOAT OWNER SURVEY FOR TRAILERABLE OR "CAR-TOP" BOAT ACCESS SITES:

(1) If the boater owns a boat less than 26 feet long, ask the boater to fill out Part B;

(2) If the boater owns more than one boat less than 26 feet long, ask the boater to provide information for the boat he or she uses most;

(3) If the boater owns at least one boat more than and at least one boat less than 26 feet in length, ask the boater to complete both Parts A and B; and,

(4) You should use a sample size large enough to achieve statistical accuracy so the estimate is within 10 percent of the true number.

(d) Parts C and D are surveys for providers of tie-up facilities and boat access sites. Part C is for State agency and non-State providers of facilities for nontrailerable recreational vessels in the State. Part D is for State and non-State providers of boat access sites for boats less than 26 feet in length.

(e) Follow these instructions to complete Part C—STATE AGENCY AND NON-STATE PROVIDER SURVEY FOR TIE-UP FACILITIES:

(1) Ask State agency and non-State providers of tie-up facilities for nontrailerable recreational vessels to fill out Part C.

(2) If more than one State agency manages these facilities, send this survey to all of those agencies.

(3) If the State agency or non-State provider awards grants to others who provide facilities, ask these grantees to respond for these facilities instead of the State agency or non-State provider.

(4) If a State agency or non-State provider operates facilities and sites for both nontrailerable and trailerable boats, ask the provider to fill out both Parts C and D.

(5) Ask State agency and non-State providers to identify all tie-up facilities.

(6) For all questions, if you need additional space, make copies of the appropriate page.

(f) Follow these instructions to complete Part D—STATE AGENCY AND NON-STATE PROVIDER SURVEY FOR TRAILERABLE BOAT ACCESS SITES:

(1) Ask State agency and non-State providers of access sites for boats less than 26 feet long to fill out Part D.

(2) Non-State providers include the Federal Government, local government, corporations, private owners, and others.

(3) If more than one State agency manages these sites, send this survey to all of them.

(4) If the State agency or non-State provider awards grants to others who provide sites, ask these grantees to respond for these sites instead of the State agency or non-State provider.

(5) If a State agency or non-State provider operates facilities and sites for both nontrailerable and trailerable boats, ask the provider to fill out both Parts C and D.

(6) We prefer that the State agency or non-State provider identify all boat access sites and water-bodies, but if he or she has many sites and water-bodies, the provider may group the information together rather than identify each site individually.

(7) For all questions, if you need additional space, make copies of the appropriate page.

Subpart L—Completing the Comprehensive National Assessment

§ 86.120 What is the Comprehensive National Assessment?

The Comprehensive National Assessment is a national report integrating the results of State boat access needs and facility surveys.

§ 86.121 What does the Comprehensive National Assessment do?

The Comprehensive National Assessment determines nationwide the adequacy, number, location, and quality of public tie-up facilities and boat access sites for all sizes of recreational boats.

§ 86.122 Who completes the Comprehensive National Assessment?

The Service completes the Assessment. We will develop standards in consultation with the States.

§ 86.123 Comprehensive National Assessment schedule.

Using the results from the State surveys, the Service will compile the results and produce the Comprehensive National Assessment by September 30, 2003.

§ 86.124 What are the Comprehensive National Assessment products?

The Comprehensive National Assessment products are:

(a) A single report, including the following information:

(1) A national summary of all the information gathered in the State surveys.

(2) A table of States showing the results of the information gathered.

(3) One-page individual State summaries of the information.

(4) Appendices that include the survey questions, and names, addresses, and telephone numbers of State contacts.

(5) An introduction, background, methodology, results, and findings.

(6) Information on the following:

(i) Boater trends, such as what types of boats they own, where they boat, and how often they boat.

(ii) Boater needs, such as where facilities and sites are now found, where boaters need new facilities and boat access sites, and what changes of features boaters need at these facilities and sites. And

(iii) Condition of facilities.

(b) Summary report abstracting important information from the final national report. And

(c) A key findings fact sheet suitable for widespread distribution.

Subpart M—How States Will Complete the State Program Plans

§ 86.130 What does the State program plan do?

The State program plan identifies the construction, renovation, and maintenance of tie-up facilities needed to meet nontrailerable recreational vessel user needs in the State.

§ 86.131 Must I do a plan?

The Act does not require plans. Plans are voluntary. However, if you do a plan, you must complete it following these regulations.

§ 86.132 What are the advantages to doing a plan?

Plans provide the information necessary to fully understand the needs of boaters operating nontrailerable recreational vessels in your State. The plan will make you more competitive when you submit grants under this program. We will give you 15 points for having an approved plan.

§ 86.133 What are the plan standards?

You must base State program plans on a recent, completed survey following the National Framework.

§ 86.134 What if I am already carrying out a plan?

You need not develop a program plan if we certify that you have developed and are carrying out a plan that ensures public boat access is and will be adequate to meet the needs of recreational boaters on your waters.

§ 86.135 Reserved for plan approval schedule.

§ 86.136 What must be in the plan?

The plan must:

(a) Identify current boat use and patterns of use.

(b) Identify current tie-up facilities and features open to the public and their condition.

(c) Identify boat access user needs and preferences and their desired locations. Include repair, replacement, and expansion needs and new tie-up facilities and features needed.

(d) Identify factors that inhibit boating in specific areas, such as lack of facilities, or conditions attached that inhibit full use of facilities. Identify strategies to overcome these problems.

(e) Include information about the longevity of current tie-up facilities.

§ 86.137 What variables should I consider?

You should consider the following variables:

(a) Location of population centers,

(b) Boat-based recreation demand,

(c) Cost of development,

(d) Local support and commitment to maintenance,

(e) Water-body size,

(f) Nature of the fishery and other resources,

(g) Geographic distribution of existing tie-up facilities,

(h) How to balance the need for new tie-up facilities with the cost to maintain and improve existing facilities.

Dated: December 8, 2000.

Kenneth L. Smith,

Acting Assistant Secretary for Fish and Wildlife and Parks.

[FR Doc. 01–951 Filed 1–17–01; 8:45 am]

BILLING CODE 4310–55–P

BOATING INFRASTRUCTURE GRANT PROGRAM
PROJECT PROGRESS REPORT

Mail to Grant Manager at 620 South Meridian Street, MS 1M, Tallahassee, FL 32399-1600
or email to BIGP@MyFWC.com .

FWC Contract #_____ **Reporting Period (Quarter/Year):** _____
(Due 15 days after the end of quarter)

Grantee: _____

Project Title: _____

Checklist: ☐ **Progress photographs** ☐ **Spreadsheet**

☐ **Final photographs** ☐ **Draft acknowledgement**

1. **Describe progress of project, including percent completed for each task in the Scope of Work:**

2. **Is project currently on schedule for completion by Phase I due date?** **YES** ☐ **NO** ☐
   Anticipated Phase I completion date: _____
   (If project is not on schedule, please explain any problems encountered and/or possible delays)

_____ _____
Project Manager **Date**

_____ _____
Print Name **Phone**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

BOATING INFRASTRUCTURE GRANT PROGRAM

CERTIFICATION OF COMPLETION STATEMENT

I, _____
(Print Name and Title)

representing _____
(GRANTEE)

do hereby certify that the Boating Infrastructure Grant Program project funded by FWC Contract No. _____ has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____
(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____ Date: _____

Name: _____

Title: _____

INVOICE

Billed to:
Florida Fish and Wildlife Conservation Commission
Boating Infrastructure Grant Program
620 South Meridian Street, MS 1M
Tallahassee, Florida 32399-1600

Invoice #: _____
Invoice Date: _____
FWC Agreement #: _____
Amount of Grant Award: $_____

Remit payment to:

Grantee: _____
Address: _____
City, State: _____
Zip: _____

Billing Period/Dates of Service:

From: _____
To: _____

FEID #: _____

GRANT AWARD

Cost Item	TOTAL COST	Allowable Costs	Applicant Share	Other	BIGP Grant
Administration					
Land structures, right-of-ways, appraisals, etc.					0
Relocation expenses & payments					0
Architectural & engineering fees					0
Other architectural & engineering	0	0	0	0	0
Project inspection fees					0
Site work					0
Demolition, Removal, Relocation, and Renovation	0	0	0	0	0
Construction					
Miscellaneous: Public meetings and participation per permit req.					0
Sub-total					
Contingencies (allowed at the time of this grant)					0
TOTAL					
PERCENTAGE		%	%	%	%

PROJECT COSTS

Cost Item	TOTAL COST	Allowable Cost	Applicant Share	Other	BIGP Grant
Administration			0		0
Land structures, right-of-ways, appraisals, etc.			0		0
Relocation expenses & payments	0	0	0		0
Architectural & engineering fees					0
Other architectural & engineering					0
Project inspection fees					0
te work		0			0
Demolition, Removal, Relocation, and Renovation	0	0	0		0
Construction					
Miscellaneous: Public meetings and participation per permit req.					
Sub-total					
Contingencies (allowed at the time of this grant)	0	0	0		0
TOTAL					
PERCENTAGE	%	%	%	%	

TOTAL COSTS: $_____

Grantee (+ Other) Matching Funds $_____

AMOUNT FOR REIMBURSEMENT $_____

I hereby certify that the above costs are true and valid costs incurred as of this date in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____
Project Manager

Date: _____

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

RESOLUTION NO. 12-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, SUPPORTING THE APPLICATION FOR A **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION** BOATING INFRASTRUCTURE GRANT FOR THE DESIGN AND CONSTRUCTION OF **TRANSIENT DINGHY DOCKS AT THE CITY MARINA**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Pierce City Marina lacks public transient boat slips, which severely impacts the availability of safe access to historic downtown amenities for transient, non-trailerable boaters; and

WHEREAS, the City Commission of the City of Fort Pierce recognizes this deficiency and is interested in pursuing funding for the design and construction of public dinghy docks, which will include tie-up facilities for the temporary use by dinghies from transient non-trailerable recreational vessels; and

WHEREAS, the City of Fort Pierce intends to build these tie-up facilities on navigable waters, available to the public, and design the new construction to last at least 20 years; and

WHEREAS, the City of Fort Pierce desires to apply for a Florida Fish and Wildlife Conservation Commission (FWC) Boating Infrastructure Grant to provide funding for a project that offers value-added amenities for the regional boating community and provides an important stimulus for economic revitalization for the historic downtown.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

SECTION 1. The City Commission of the City of Fort Pierce, Florida, authorizes the Manager of the Fort Pierce City Marina, serving as the Project Manager, to apply for an FWC Boating Infrastructure Grant for the purpose of funding the design and construction of transient dinghy docks at the Fort Pierce City Marina on behalf of the City of Fort Pierce.

SECTION 2. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this 6th day of August, 2012.

Robert J. Benton III, Mayor

ATTEST:

Cassandra Steele, City Clerk

(CITY SEAL)

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF FORT PIERCE

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RECORDS ON FILE IN THIS OFFICE.

CITY CLERK

BY _____
DEPUTY CLERK

DATE Aug 7 2012
(CITY SEAL)

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

Meeting Date: 06/05/2017

Re: Request Increase in Funding for Canal Maintenance - Dunn's Tractor Service - Bid No. 6099

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of a 5-month extension to Dunn's Tractor Service contract which will provide canal and recreation maintenance through September 30, 2017 in the amount of $90,000.00.

SUMMARY:

Additional funds are required to continue mowing and maintenance services of the City's canals, Moore's Creek Linear Park, and Indian Hills Recreational Area. A new contract is expected to be implemented October 1, 2017 as the project contract documents have been completed and will be advertised for bids.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Public Works provide the required maintenance

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	403-4300-538-4620
Amount:	$90,000

FISCAL IMPACT:

The $90,000 will be encumbered from SMU Revenue Account No. 403-4300-538-4620

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	05/25/2017 04:03 PM
Finance Department	Johnna Morris	05/30/2017 11:47 AM
City Manager	Nick Mimms	05/30/2017 01:06 PM

Form Started By: Tracy Telle Started On: 05/24/2017 04:38 PM
Final Approval Date: 05/30/2017

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

Meeting Date: 06/05/2017

Re: Bid No. 2017-010 - City Park Restroom Cleaning

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

SUBJECT:

Approve award of Bid No. 2017-010 - City Park Restroom Cleaning to Morivalous Cleaning, Inc. of Fort Pierce FL, for a one year contract with two-one year renewal options, in an amount not to exceed $26,000.00 annually.

SUMMARY:

Bid No. 2017-010 invitations were sent to 263 vendors. Seventeen (17) vendors requested specifications with eight (8) responding (47%) plus 0 "No Bid" (47.06% total response).

The services being provided are scheduled cleaning of City Park restrooms on Friday, Saturday and Sunday of each week.

Morivalous Cleaning, Inc. was the most responsive and responsible bidder.

RECOMMENDATION:

The Public Works Department recommends award of Bid No. 2017-010 to Morivalous Cleaning, Inc.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	00140045193490
Amount:	8,000.00

FISCAL IMPACT:

Funds are available.

Attachments

Bid No. 2017-010 Tabulation
Individual restroom bids

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	05/25/2017 04:09 PM
Finance Department	Johnna Morris	05/30/2017 11:47 AM
City Manager	Nick Mimms	05/30/2017 01:06 PM

Form Started By: Mike Reals Started On: 05/25/2017 08:36 AM
Final Approval Date: 05/30/2017

MEMORANDUM
from the
PROCUREMENT DEPARTMENT

TO: Mike Reals, Public Works Director

THROUGH: Tony Barnes, Director of Procurement

FROM: Georgia Montgomery, Purchasing Specialist

SUBJECT: Bid No. 2017-010 ~ City Park Restroom Cleaning

DATE: April 25, 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 Purchasing Department.

The invitation was sent to 263 vendors. Seventeen (17) vendors requested specifications with eight (8) responding (47.06%) plus 0 "No Bid" (47.06 % total response).

Please note, this bid does not have to be awarded to the lowest bidder as per the bid document evaluation criteria, as stated below:

Bids will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding. Please respond to the Procurement Department for recommendation of award.

Expiration date is June 16, 2017. Commission approval must be completed by this date.

/gm

Attachments

cc: J.T. McDermott, Facilities Maintenance Manager

CITY OF FORT PIERCE
TABULATION OF BIDS

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

BID ON:	City Park Restroom Cleaning
BID NUMBER:	2017-010
DATE:	04/18/2017 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
8 of 17 = 47.06 %
0 "No Bids"
Total = 47.06 %

CITY PARK RESTROOM CLEANING

VENDOR	TOTAL ANNUAL COST ALL LOCATIONS
Morivalous Cleaning, Inc. Fort Pierce, FL	$26,000.00
Contractors Enterprises, Inc. Tallahassee, FL	$33,508.80
Always On Time Enterprises, Inc. Jensen Beach, FL	$34,500.00
Image Janitorial Services, Inc. Lake Park, FL	$44,460.00
CER Signature Cleaning, Inc. Vero Beach, FL	$48,672.00
Tribond, LLC. Mableton, GA	$58,032.00
W & G Maintenance Corp. Palm Bay, FL	$65,520.00
Dennis Meyers d/b/a A Plus Lawn & Services Port St Lucie, FL	$90,000.00

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

CITY OF FORT PIERCE
TABULATION OF BIDS FOR EACH PARK RESTROOM

	PARK RESTROOMS									
VENDOR	**DREAMLAND**	**PINEWOOD**	**BLACK PERAK BOAT RAMP**	**SOUTH CAUSEWAY**	**SOUTH JETTY**	**SOUTH BEACH**	**KIMBERLY BERGALIS**	**JAYCEE**	**ROTARY**	**SURFSIDE**
Morivalous Cleaning, Inc. Fort Pierce, FL	$2652.00	$2652.00	$2652.00	$2652.00	$2652.00	$2652.00	$2652.00	$2652.00	$2652.00	$2652.00
Contractors Enterprises, Inc. Tallahassee, FL	$2792.40	$2792.40	$2792.40	$2792.40	$2792.40	$5584.80	$2792.40	$5584.80	$2792.40	$2792.40
Always On Time Enterprises, Inc. Jensen Beach, FL	$2875. 00	$2875.00	$2875.00	$2875.00	$2875.00	$5750.00	$2875.00	$5750.00	$2875.00	$2875.00
Image Janitorial Services, Inc Lake Park, FL	$3120. 00	$3,900.00	$3,900.00	$4680.00	$3,900.00	$7,020.00	$3,900.00	$7020.00	$3900.00	$3120.00
CER Signature Cleaning, Inc. Vero Beach, FL	$4056.00	$4056.00	$4056.00	$4056.00	$4056.00	$8112.00	$4056.00	$8112.00	$4056.00	$4056.00
Tribond, LLC. Mableton, GA	$4836.00	$4836.00	$4836.00	$4836.00	$4836.00	$9672.00	$4836.00	$9672.00	$4836.00	$4836.00
W&G Maintenance Corp. Palm Bay, FL	$6240.00	$6240.00	$6240.00	$6240.00	$6240.00	$7800.00	$6240.00	$7800.00	$6240.00	$6240.00
Dennis Meyers DBA A Plus Lawn Services Port St Lucie, FL	$9000.00	$9000.00	$9000.00	$9000.00	$9000.00	$9000.00	$9000.00	$9000.00	$9000.00	$9000.00

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

Meeting Date: 06/05/2017

Re: Conditional Use with New Construction - Pandya Residence - 1717 Bayshore Driv

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with New Construction submitted by property owners, Kamlesh and Jagruti Pandya, and applicant, Terry Brisson, to demolish and rebuild a single family home with a building height of up to 34 feet at 1717 Bayshore Drive, Fort Pierce, FL. The property is zoned Single Family Low Density Residential (R-1). Parcel ID: 2412-501-0022-000-9.

SUMMARY:

- The applicant is seeking a height extension to build at 34 feet. The existing single family residence consists of 4,002 finished/under air sq. ft. with a total of 9,721 gross area sq. ft. The proposed single family home is planned and designed to replace the outdated features of the existing home; such as the low ceiling, inefficient glazing, leaking roofs, divided room areas, outdated plumbing, lack of storage and inefficient kitchen plan.
- The proposed new residence will consist of slightly less gross area at 7,442 sq. ft. The new residence will include two (2) primary levels for sleeping and entertaining, a third level “observation loft” with primarily glass walls on three (3) of the four (4) sides. The observation loft has approximately 550 sq. ft. of air conditioned space.
- To accommodate the “observation loft” the applicant is seeking a height extension to build up to 34 feet.

RECOMMENDATION:

The requested Conditional Use with New Construction is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends City Commission ***approve*** the requested Conditional Use with New Construction for the proposed single family residence with a height of up to 34 feet.

ALTERNATIVES:

- Approval with alternative conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Kori Benton, Senior Planner

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Aerial & Zoning Maps
Application & Property Record Card
Warranty Deed
Applicant Narrative
As-Built Survey
Proposed Site Plan & Elevation
TRC Comments
Planning Board Minutes

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:50 AM

Form Started By: Vennis Gilmore
Started On: 05/23/2017 03:12 PM
Final Approval Date: 05/30/2017

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Vennis Gilmore, Planning Analyst

RE: **Application for Conditional Use with New Construction**
Pandya Residence
1717 Bayshore Drive

DATE: May 23, 2017

STAFF REPORT

Owner(s): Kamlesh & Jagruti Pandya
1717 Bayshore Dr.
Fort Pierce, FL. 34949

Applicant: Terry Brisson
1705 Porpoise Ave.
Fort Pierce, FL. 34949

Applicant's Request: Approval of a Conditional Use with New Construction to demolish an existing single family home and re-build a new single family home at 1717 Bayshore Dr. The applicant is seeking a height extension to build up to 34 feet.

Location: 1717 Bayshore Dr.

Parcel ID: 2412-501-0022-000-9

Current Zoning: Single Family Low Density Residential Zone (R-1)

Future Land Use: Low Density Residential (RL)

Surrounding Zoning:

North	East	South	West
R-1	R-2	R-1	River/A-2

Site Size: .38 acres

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use with New Construction to demolish an existing single family home and re-build a new single family home at 1717 Bayshore Dr. The applicant is seeking a height extension to build at 34 feet. The existing single family residence consists of 4,002 finished/under air sq. ft. with a total of 9,721 gross area sq. ft. The proposed single family home is planned and designed to replace the outdated features of the existing home; such as the low ceiling, inefficient glazing, leaking roofs, divided room areas, outdated plumbing, lack of storage and inefficient kitchen plan. The proposed new residence will consist of slightly less gross area at 7,442 sq. ft. The new residence will include two (2) primary levels for sleeping and entertaining, a third level "observation loft" with primarily glass walls on three (3) of the four (4) sides. The observation loft has approximately 550 sq. ft. of air conditioned space. To accommodate the "observation loft" the applicant is seeking a height extension to build up to 34 feet. The subject property is zoned Single Family Low Density Residential Zone (R-1) with a future land use of Low Density Residential (RL).

The property is located west of the intersection of Bayshore Drive and Plover Avenue. The subject property is surrounded by single family residences to the north, south, east and the Indian River to the west. The property features a driveway entrance from Bayshore Drive just north of the intersection at Plover Avenue.

Zoning & Land Use

The subject site is located within the Single Family Low Density Residential Zone (R-1) district which is primarily intended to provide for areas of single-family dwellings with an average net density of less than four (4) units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available. The site has a land use designation of Low Density Residential (RL).

The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

Conditional Use

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features residential aspects that are generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use with New Construction to demolish an existing single family home and re-build a new single family home at 1717 Bayshore Dr. with a height extension to build up to 34 feet will provide an opportunity for consistency with zoning district and land use designation as the use nor the height adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare of the surrounding residential neighborhood. The Planning Board is encouraged to consider City Code Section 22-24. - Single-Family Low Density zone (R-1). City Code Section 22-24 *Building Heights*(b)(4) states that no building shall exceed a height of twenty-eight (28) feet above grade, except that conditional uses with buildings that have a maximum height of thirty-five (35) feet above grade may be approved.

Technical Review Committee

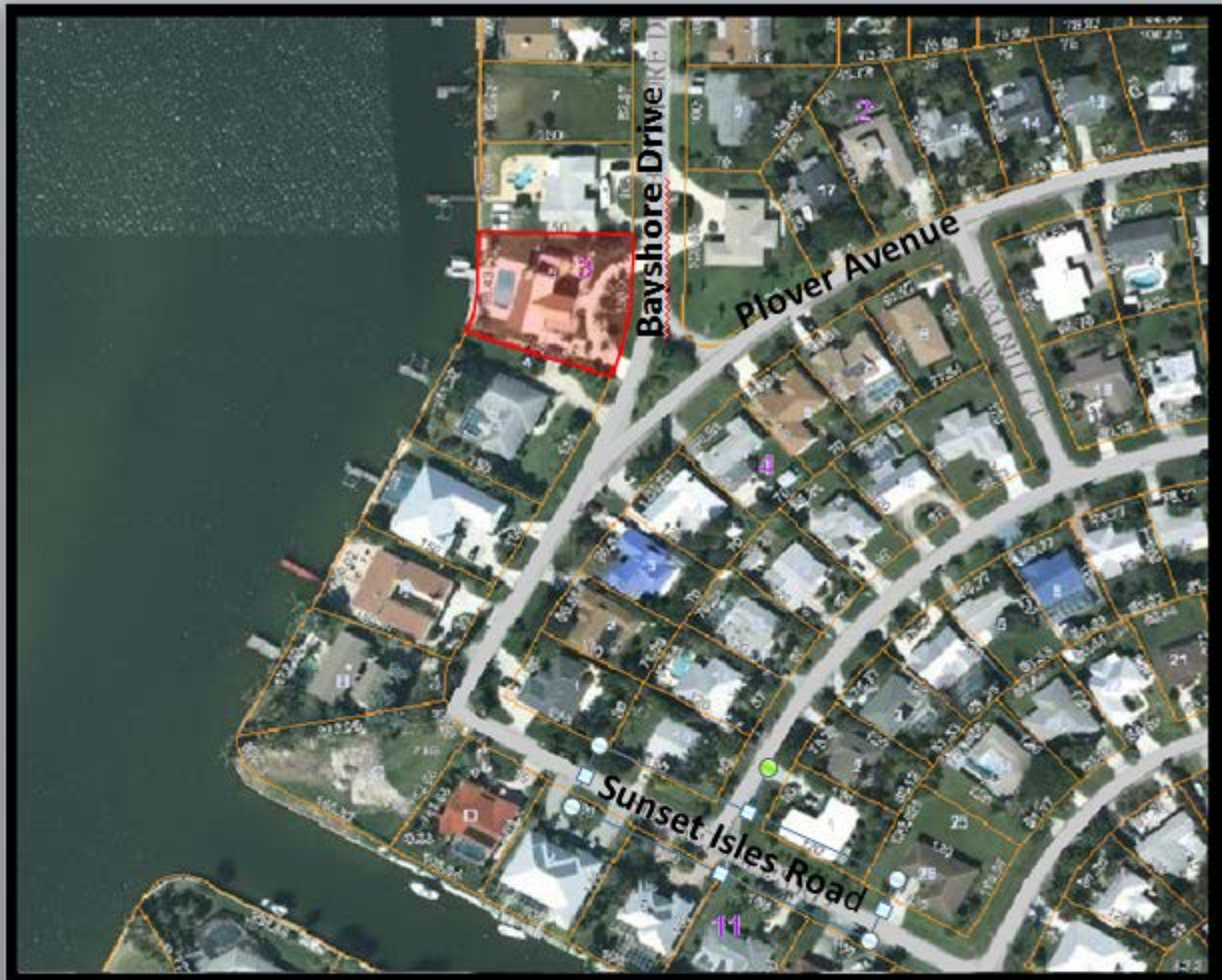
All affected departments have reviewed the proposed Conditional Use with New Construction with regards requirements of the City Code. Findings from the review by corresponding departments and any associated responses by the applicant are provided for viewing by the City Commission.

Planning Board Recommendation

The Planning Board, at their May 9th, 2017 meeting voted unanimously in favor to recommend approval of the requested Conditional Use.

Staff Recommendation

The requested Conditional Use with New Construction is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends City Commission ***approve*** the requested Conditional Use with New Construction for the proposed single family residence with a height of up to 34 feet.



N
W E
S

Pandya Residence
Conditional Use w/ New Construction

1717 Bayshore Drive

THE SUNRISE CITY
FORT PIERCE
Florida

N
W E
S

Pandya Residence
Conditional Use w/ New Construction

1717 Bayshore Drive

THE SUNRISE CITY
FORT PIERCE
Florida

R-1 = R-2 = R-4A =

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 1717 BAYSHORE DRIVE

Parcel ID #(s) 2412-501-0022-000.9

Project description DEMOLISH EXISTING RESIDENCE - REBUILD NEW

KAMLESH PANDYA
Property Owner(s)

1717 BAYSHORE DR
Street Address

FT. PIERCE FL 34949
City State Zip

772-595-2643
Phone Number

pandya.j12@gmail.com
Email Address

Applicant/Representative, Title, Company

Street Address

City State Zip

Phone Number

Email Address

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

K. P. Pandya
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 31 day of MARCH, 2017, by Kamlesh Pandya who is personally known to me or has produced DRIVER LICENSE as identification.

Caleta Scott
Signature of Notary

CALETA SCOTT
MY COMMISSION # FF221211
(seal) EXPIRES April 15, 2019
(407) 398-0153 FloridaNotaryService.com

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

TO BE COMPLETED BY STAFF

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

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

Intake Date Stamp

$250 + Advertising (Newspaper Letter Sign)

☐ DEVELOPMENT REVIEW

General Information

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

Choose Application Type:

Application Type		
☐ Site Plan	☑ Conditional Use with New Const.	☐ Major Amendment
☐ Conceptual Development Plan		☐ Minor Amendment

Site Information:

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

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

North	South	East	West

Application Outlook

Pre-Application Meeting
Wednesday Afternoons

Application Intake Meeting
Call to schedule

April 1st

Technical Review Committee
3rd Thursday

April

Planning Board
2nd Tuesday

City Commission
1st & 3rd Monday

Site Plan submittal requirements:

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

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

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

Property Identification

Site Address:	1717 BAYSHORE DR
Parcel ID:	2412-501-0022-000-9
Account #:	23943
Map ID:	24/12N
Use Type:	0100
Zoning:	R1
City/County:	Fort Pierce

Ownership

Kamlesh P Pandya
Jagruti K Pandya
1717 Bayshore Dr
Fort Pierce, FL 34949

Legal Description

SURFSIDE-UNIT ONE- BLK 3 NLY 1/2LOT 4 AND ALL LOT 5 (OR 784-2271)

Current Values

Just/Market Value:	$697,800
Assessed Value:	$384,365
Exemptions:	$50,000
Taxable Value:	$334,365

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

Total Areas

Finished/Under Air (SF):	4,002
Gross Area (SF):	9,721
Land Size (acres):	0.38
Land Size (SF):	16,770

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.

Parcel ID Number: 2412-501-0022-000/9
Grantee #1 TIN: 155-72-4888
Grantee #2 TIN: 145-78-9770

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, Made this 7th day of April, 1992 A.D., Between JOHN G. HARRISON, a married man, joined by his wife LISA S. HARRISON,

of the County of St. Lucie, State of Florida, grantor, and KAMLESH P. PANDYA and JAGRUTI K. PANDYA, his wife,

whose address is: 1717 BAYSHORE DRIVE, Fort Pierce, Florida 34949

of the County of St. Lucie, State of Florida, grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of ---------- TEN & NO/100($10.00) ---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEES and GRANTEES' heirs and assigns forever, the following described land, situate, lying and being in the county of St. Lucie State of Florida to wit:

THE NORTH ONE-HALF OF LOT 4 AND ALL OF LOT 5, BLOCK 3, SURFSIDE UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Subject to restrictions, reservations and easements of record, if any, which are not reimposed hereby, and taxes subsequent to December 31st, 1991.

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

In Witness Whereof, the grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

David N. Sowerby
Printed Name: David N. Sowerby
Witness as to Both

Teresa A. Grooms
Printed Name: Teresa A. Grooms
Witness as to Both

JOHN G. HARRISON (Seal)
P.O. Address 5600 MYRTLE DRIVE, Fort Pierce, FL 34982

LISA S. HARRISON (Seal)
P.O. Address 5600 MYRTLE DRIVE, Fort Pierce, FL 34982

(Seal)

(Seal)

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 7th day of April, 1992 by JOHN G. HARRISON, a married man, joined by his wife LISA S. HARRISON (By Driver's License Numbers H625-467-44-388 and H625-57-563-0) who are personally known to me or who have produced their Florida driver's licenses as identification and who did take an oath.

This Document Prepared By:
David N. Sowerby, Esquire
Melville & Fowler, P.A.
300 S. 6th Street P.O. Box 850
Fort Pierce, FL 34950-0850

Teresa A. Grooms
Printed Name: Teresa A. Grooms
NOTARY PUBLIC
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. APR.19,1995 BONDED THRU GENERAL INS. UND.

© Display Systems, Inc. 1992
(813) 763-5555 Form FLWD-2

Parcel ID Number: 2412-501-0022-000/9
Grantee #1 TIN: 155-72-4888
Grantee #2 TIN: 145-78-9770

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, Made this 7th day of April, 1992 A.D., Between
JOHN G. HARRISON, a married man, joined by his wife LISA S. HARRISON,

of the County of St. Lucie, State of Florida, grantor, and
KAMLESH P. PANDYA and JAGRUTI K. PANDYA, his wife,

whose address is: 1717 BAYSHORE DRIVE, Fort Pierce, Florida 34949

of the County of St. Lucie, State of Florida, grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN & NO/100($10.00)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEES and GRANTEES' heirs and assigns forever, the following described land, situate, lying and being in the county of St. Lucie State of Florida to wit:

THE NORTH ONE-HALF OF LOT 4 AND ALL OF LOT 5, BLOCK 3, SURFSIDE UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Subject to restrictions, reservations and easements of record, if any, which are not reimposed hereby, and taxes subsequent to December 31st, 1991.

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

In Witness Whereof, the grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

David N. Sowerby
Printed Name: David N. Sowerby
Witness as to Both

Teresa A. Grooms
Printed Name: Teresa A. Grooms
Witness as to Both

John G. Harrison (Seal)
JOHN G. HARRISON
P.O. Address 5600 MYRTLE DRIVE, Fort Pierce, FL 34982

Lisa S. Harrison (Seal)
LISA S. HARRISON
P.O. Address 5600 MYRTLE DRIVE, Fort Pierce, FL 34982

(Seal)

(Seal)

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 7th day of April, 1992 by JOHN G. HARRISON, a married man, joined by his wife LISA S. HARRISON (By Driver's License Numbers H625-467-44-388 and H625-57-563-0) who are personally known to me or who have produced their Florida driver's licenses as identification and who did take an oath.

This Document Prepared By:
David N. Sowerby, Esquire
Melville & Fowler, P.A.
300 S. 6th Street P.O. Box 850
Fort Pierce, FL 34950-0850

Teresa A. Grooms
Printed Name: Teresa A. Grooms
NOTARY PUBLIC
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. APR.29,1995 BONDED THRU GENERAL INS. UND.

© Display Systems, Inc. 1990
(813) 763-5555 Form FLWD-2

Parcel ID Number: 2412-501-0022-000/9
Grantee #1 TIN: 155-72-4888
Grantee #2 TIN: 145-78-9770

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, Made this 7th day of April, 1992 A.D., **Between**
JOHN G. HARRISON, a married man, joined by his wife LISA S. HARRISON,

of the County of St. Lucie, State of Florida, **grantor,** and
KAMLESH P. PANDYA and JAGRUTI K. PANDYA, his wife,

whose address is: 1717 BAYSHORE DRIVE, Fort Pierce, Florida 34949

of the County of St. Lucie, State of Florida, **grantees.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ---------- TEN & NO/100($10.00) ---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEES and GRANTEES' heirs and assigns forever, the following described land, situate, lying and being in the county of St. Lucie State of Florida to wit:

THE NORTH ONE-HALF OF LOT 4 AND ALL OF LOT 5, BLOCK 3, SURFSIDE UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Subject to restrictions, reservations and easements of record, if any, which are not reimposed hereby, and taxes subsequent to December 31st, 1991.

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

In Witness Whereof, the grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

David N. Sowerby
Printed Name: David N. Sowerby
Witness as to Both

Teresa A. Grooms
Printed Name: Teresa A. Grooms
Witness as to Both

John G. Harrison (Seal)
JOHN G. HARRISON
P.O. Address 5600 MYRTLE DRIVE, Fort Pierce, FL 34982

Lisa S. Harrison (Seal)
LISA S. HARRISON
P.O. Address 5600 MYRTLE DRIVE, Fort Pierce, FL 34982

_____ (Seal)

_____ (Seal)

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 7th day of April, 1992 by JOHN G. HARRISON, a married man, joined by his wife LISA S. HARRISON (By Driver's License Numbers H625-467-44-388 and H625-57-563-0) who are personally known to me or who have produced their **Florida driver's licenses** as identification and who did take an oath.

This Document Prepared By:
David N. Sowerby, Esquire
Melville & Fowler, P.A.
300 S. 6th Street P.O. Box 850
Fort Pierce, FL 34950-0850

Teresa A. Grooms
Printed Name: Teresa A. Grooms
NOTARY PUBLIC
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. APR. 20, 1995 BONDED THRU GENERAL INS. UND.

© Display Systems, Inc. 1990
(813) 763-5555 Form FLWD-2

FL TREND HOMES, LLC
1705 PORPOISE AVENUE
FORT PIERCE, FL 34949

(772) 828-0364 ■ fltrendhomes@gmail.com ■ CGC017586 since 1981

March 30, 2016

City of Fort Pierce, Planning Department
Re: Variance Request

We hereby submit formal application requesting a variance for height and lot coverage area for the below listed property.

PROPERTY ADDRESS: 1717 Bayshore Dr, Fort Pierce
OWNERS: Kamlesh & Jacrutti Pandya

SCOPE OF WORK: The existing (2) story, Single Family residence, with 9,721 sf,under roof area, is proposed to be demolished, except pool and pool patio.

A new home is planned, designed to replace the outdated features of the existing home, such as low ceiling, inefficient glazing, leaking roofs, divided room areas, outdated plumbing, lack of storage and inefficient kitchen plan.

The Proposed New Residence will have similar square footage, slightly less than 10,000 sf under roof, consist of 2 primary levels for Sleeping & Entertaining, and a 3rd level "Observation Loft" with primarily glass walls on 3 of the (4) sides. The Observation Loft has approximately 550 sf of Air Conditioned space.

ATTACHMENTS:

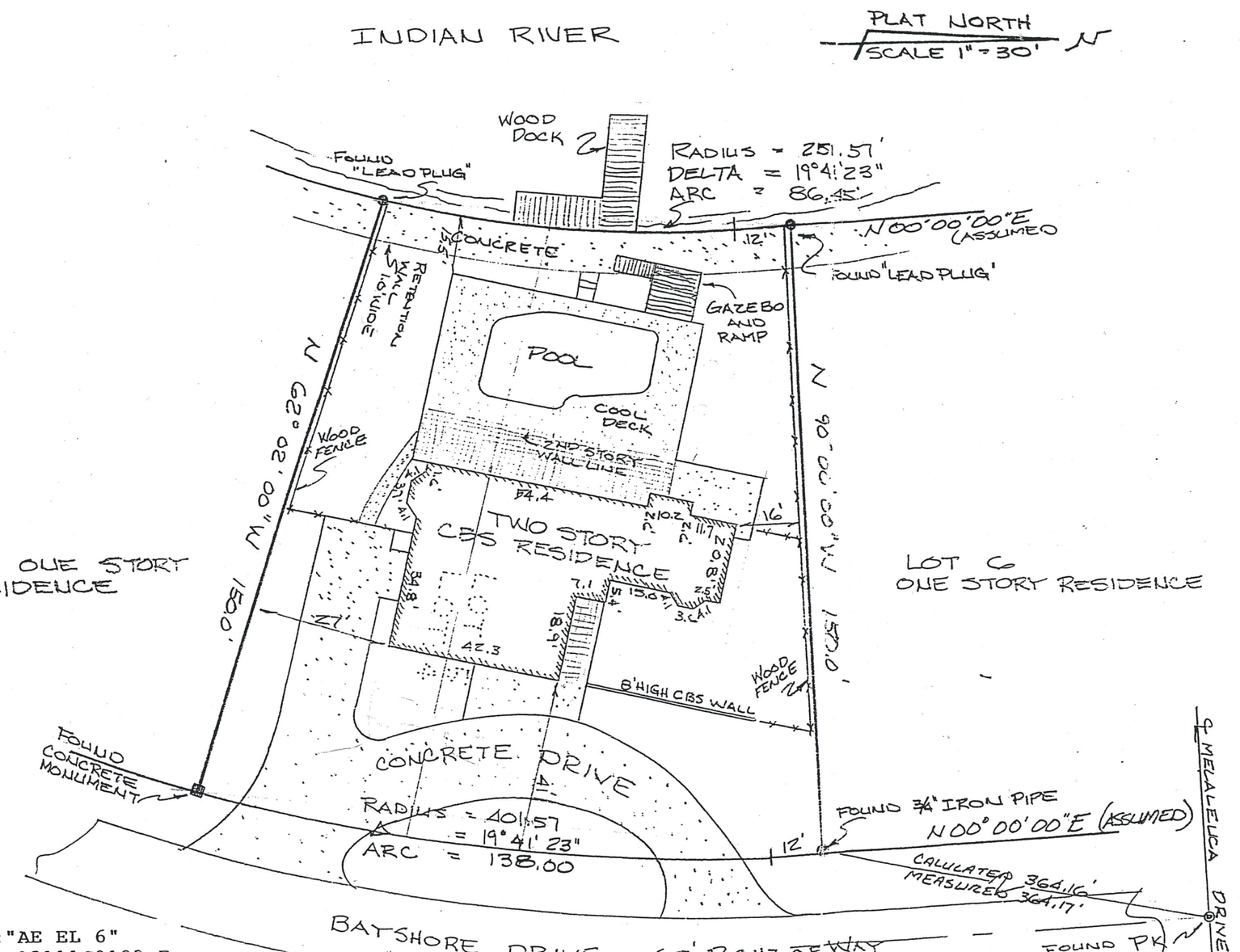
10 Copies of Colored Presentation Plans
10 Surveys
10 Site Plans & General location map
10 Ink Renderings of Front and Rear Elevations showing proposed Building Heights
Notarized Application and Property Identification Cards
Check for $250.00
Copy of Warranty Deed

OWNER STATEMENT: As property Owners, it is our intention to Demolish the existing residence and Construct A Modern Home with many of the currently popular design features. The floors and roof systems will be constructed of Hollow Core Concrete Panels, because we want the added safety benefits of Concrete, due to our proximity to the Ocean and open water of the intracoastal.

Terry Brisson
FI Trend Homes

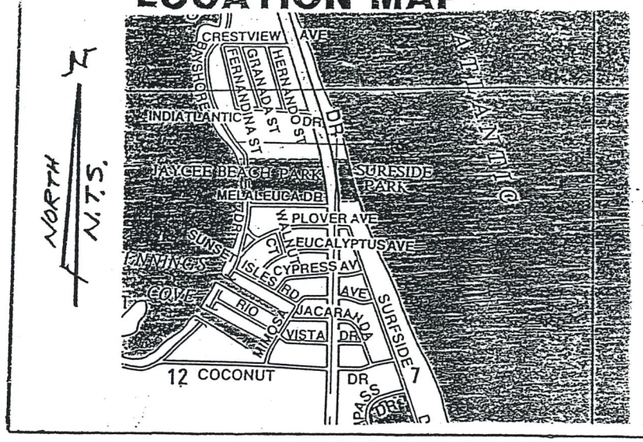
Kamlesh Pandya
Owner
K. P. Pandya

Jacrutti Pandya
Owner



FLOOD ZONE: "AE EL 6"
FIRM PANEL: 12111C0183 F
DATED: AUGUST 19, 1991

LOCATION MAP



LEGAL DESCRIPTION

ALL OF THE NORTH ½ OF LOT 4 AND ALL OF LOT 5 BLOCK 3 SURFSIDE UNIT 1 ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 16 PAGE 17 PUBLIC RECORDS OF ST.LUCIE COUNTY, FLORIDA. SAID LANDS LYING IN ST. LUCIE COUNTY, FLORIDA
STREET ADDRESS: 1717 BAYSHORE DRIVE

SURVEY NOTES

1. NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS OR OWNERSHIP
3. LAND DESCRIPTION HEREON WAS PROVIDED BY THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMED DATUM
5. THIS SURVEY NOT TO BE USED FOR FENCE INSTALLATION SPRINKLER SYSTEMS, SHRUBS OR ANY OTHER UTILITIES WITHOUT RE-VERIFICATION OF PROPERTY CORNERS.

CERTIFIED TO:

FIRST NATIONAL BANK AND TRUST COMPANY OF THE TREASURE COAST, IT'S SUCCESSORS AND/OR ASSIGNS
KAMIESH P. PANDYA M.D. & JAGRUTI K. PANDYA
DAVID SOWERBY ATTORNEY
MELVILLE & FOWLER P.A.
AMERICAN PIONEER TITLE INSURANCE COMPANY
CRARY, BUCHANAN, M BOWDISH & BOVIE P.A.

FIELDWORK COMPLETED 3/18/92

I HEREBY CERTIFY THAT THIS SURVEY MAP IS PER RECORD DESCRIPTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD. I FURTHER CERTIFY THAT THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FOURTH IN CHAPTER 21HH-6 F.A.C. BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATURTS, AND THAT THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN SHOWN.

DATE 3/30/92

PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION #4572
F. W. REPASS P.L.S.

THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

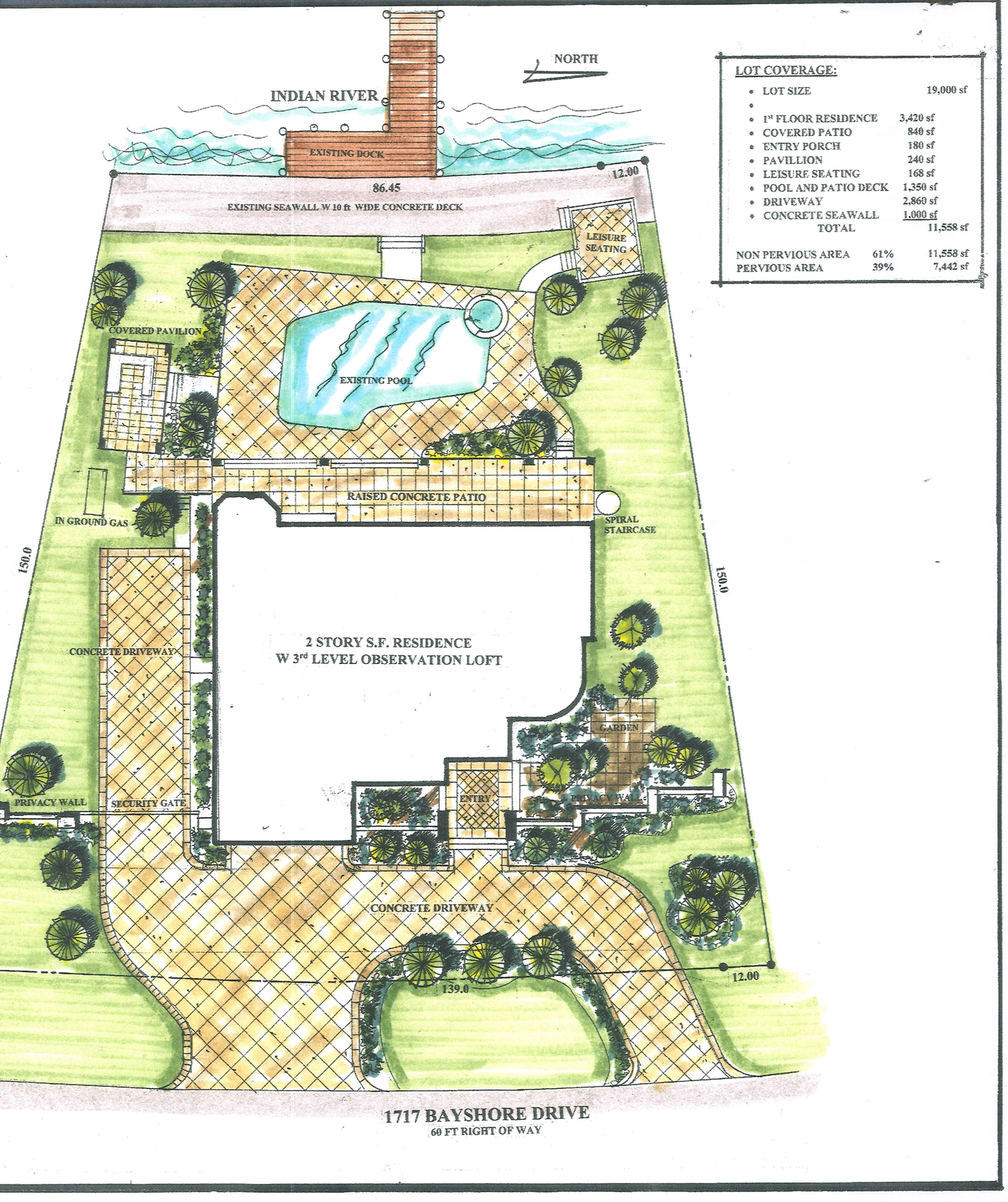
LEGEND:
- ● FOUND IRON ROD
- O SET IRON ROD AND CAP NUMBER 4572
- ℄ CENTER LINE
- FFE FINSIH FLOOR ELEVATION
- x TYPICAL ELEVATION
- PLS PROFESSIONAL LAND SURVEYOR
- R/W RIGHT OF WAY
- PC POINT OF CURVE
- Δ DELTA ANGLE

F. W. REPASS
LAND SURVEYORS
706 BUCK HENDRY WAY
P.O. BOX 3424
STUART, FL 34995
(407) 692-3827
FAX (407) 692-9529

SKETCH OF SURVEY

PERPARED ON THE ORDER OF:
FIRST NATIONAL BANK

SCALE:	DWG BY	FILE NO.
1" = 30'	MR	92-106

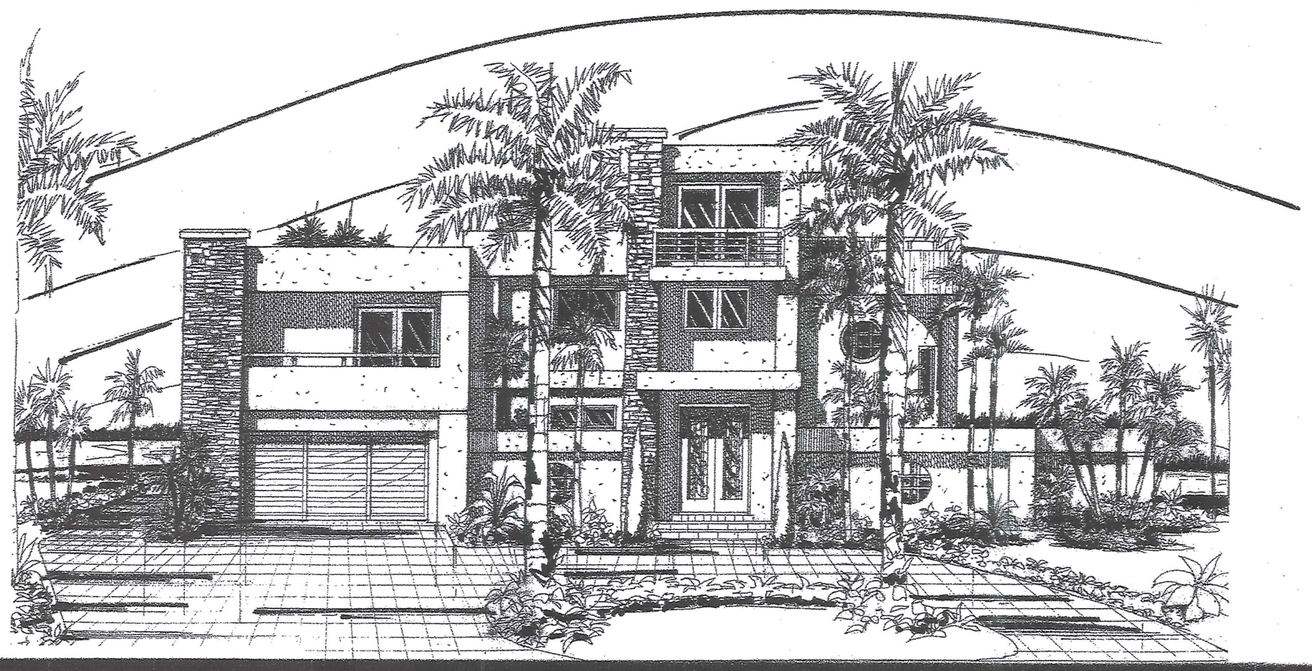


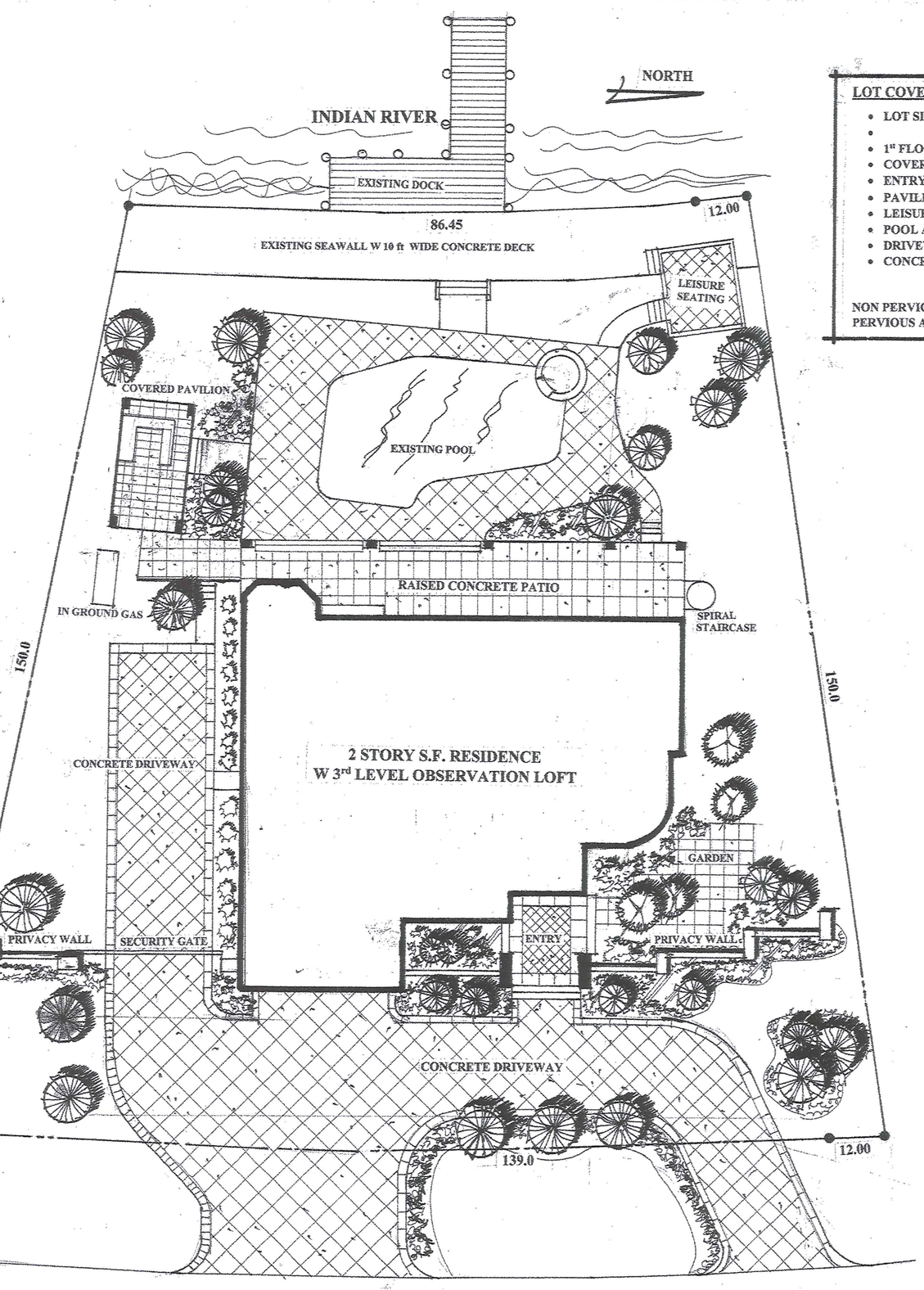
LOT COVERAGE:

• LOT SIZE		19,000 sf
•		
• 1st FLOOR RESIDENCE	3,420 sf	
• COVERED PATIO	840 sf	
• ENTRY PORCH	180 sf	
• PAVILLION	240 sf	
• LEISURE SEATING	168 sf	
• POOL AND PATIO DECK	1,350 sf	
• DRIVEWAY	2,860 sf	
• CONCRETE SEAWALL	1,000 sf	
TOTAL		11,558 sf
NON PERVIOUS AREA	61%	11,558 sf
PERVIOUS AREA	39%	7,442 sf

1717 BAYSHORE DRIVE

60 FT RIGHT OF WAY





LOT COVERAGE:

• LOT SIZE		19,000 sf
•		
• 1st FLOOR RESIDENCE		3,420 sf
• COVERED PATIO		840 sf
• ENTRY PORCH		180 sf
• PAVILLION		240 sf
• LEISURE SEATING		168 sf
• POOL AND PATIO DECK		1,350 sf
• DRIVEWAY		2,860 sf
• CONCRETE SEAWALL		1,000 sf
TOTAL		11,558 sf
NON PERVIOUS AREA	61%	11,558 sf
PERVIOUS AREA	39%	7,442 sf

1717 BAYSHORE DRIVE
60 FT RIGHT OF WAY

TOP OF ROOF
34'-0"
2ND LEVEL ROOF
23'-0"
22'-0"
11'-0"
12'-0"
11'-0
GDR FL.
0.0

34'-0"
23'-0"
23'-0"
12'-0"
PATIO
11'-6"
PATIO

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer

APR 17 2017

RE : Pandya Residence CU – 1717 Bayshore Drive
TRC No. 17-04000006

DATE : April 17, 2017

This is to advise you that we have completed the review of the following documents as received by this office on April 7, 2017:

- ☑ Conditional Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☑ Do Not Recommend

- ☑ Approval of Conditional Use
- ☐ Building Permit
- ☐ 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 engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. The plans appear to reflect new driveway construction, please revise the plans to include provide a drawing scale along with the applicable driveway widths, driveway spacing, and setbacks from property lines.
2. The survey and plot plan shall identify the four existing drainage basins located within the Bayshore Drive R/W, directly adjacent to the subject property, so as to ensure no conflicts between the drainage system and the driveway construction will not occur.
3. Provide a recent signed and sealed survey as the one submitted was 15 yeas old.

JRA/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

Project: **PANDYA RESIDENCE**

Subject: Review Comments
To: Venis Gilmore
From: Rod Reed, County Surveyor
PW-Engineering Division
Date April 20, 2017

1) **SURVEY:** Please provide a ***current*** boundary and topographic survey of the site with flood zones depicted. In addition all wetland areas (if any) will need to be identified and shown on the survey. All elevations will be referenced to NAVD 1988. The survey needs to be performed by a professional surveyor licensed to practice in the State of Florida.

Please provide a written response to all comments

APR 20 2017

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

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Interim Building Official

RE : Pandya Residence – 1717 Bayshore Dr.

DATE : 4.19.17

The proposed may trigger the following requirements:

1. May be subject to flood requirements.

APR 19 2017

PT/km

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, MAY 9, 2017, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Al Bernetti**; **Frank Creyaufmiller**; **Brian Paul**; **Robert Poitier**; **Marcia Baker**; **Tim O'Connell**; **John George**; **Mike Dahan**; **Eloise Cumings**; **Steve Weaver**; **Bob Burdge**, **Chairman**

Absent: **Charles Hayek**

Staff Present: **Jim Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Executive Assistant**

4. CONSIDERATION OF ABSENCES

Mr. Hayek was excused.

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Bernetti was made a voting member.

Chairman Burdge discussed the recent change by the City Commission to eliminate alternate members from speaking during the Planning Board meeting, unless they are seated in the audience as the general public. The Board decided, if all regular members stated they would be in attendance, each alternate member can decide if they want to attend the meeting.

Chairman Burdge explained a change to the Florida State Statues is that a member of the Board

cannot represent an item on the Planning Board agenda unless a waiver is obtained from the City Commission.

6. APPROVAL OF MINUTES

a. Minutes from the April 11, 2017 meeting

Motion was made by Robert Poitier, and seconded by John George to approve the minutes from the April 11, 2017 meeting.

AYE: **Brian Paul**, **Robert Poitier**, **Marcia Baker**, **Tim O'Connell**, **John George**, **Mike Dahan**, **Eloise Cumings**, **Al Bernetti**, **Frank Creyaufmiller**, **Chairman Bob Burdge**

Passed

7. NEW BUSINESS

a. **Annexation - A1A, Parcel ID: 2412-802-0007-000-2, South Hutchinson Island**

Mr. Cregan gave an overview of the annexation. Raphael Betit, MBV Engineering Representative, stated a determination has not been received from the Environmental Protection Agency regarding the property, but it will be mitigated through the FDEP.

Motion was made by Marcia Baker, and seconded by John George to forward a recommendation of approval to the City Commission.

AYE: **Frank Creyaufmiller**, **Brian Paul**, **Robert Poitier**, **Marcia Baker**, **Tim O'Connell**, **John George**, **Mike Dahan**, **Eloise Cumings**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

b. **Conditional Use with New Construction - ASTA Commercial Parking Lot - 111 S. Ocean Drive**

Mr. Paul ask to be recused due to his business location in relation to the parking lot location. Mr. Messer agreed with Chairman Burdge that there is no need to recuse himself.

Mr. Benton gave an overview of the application and answered questions from the Board. No one spoke for or against the application.

Ms. Baker inquired about the sub-soil on the property since a gas station was located there several years ago. Mr. Benton stated he would ask the engineering department to take a closer look at that component, as the application or potential development advances.

Motion was made by Robert Poitier, and seconded by Frank Creyaufmiller to forward a recommendation of approval to the City Commission with the following conditions:

1. The operator restricts use, and overnight parking, by any campers, Recreational Vehicles (RVs), or similar transit vans; and
2. Two (2) trash receptacles, and process for collection, are integrated into the development plan.

AYE: **Marcia Baker**, **Tim O'Connell**, **John George**, **Mike Dahan**, **Eloise Cumings**, **Al Bernetti**, **Frank Creyaufmiller**, **Brian Paul**, **Robert Poitier**, **Chairman Bob Burdge**

Passed

c. **Conditional Use with New Construction - Pandya Residence - 1717 Bayshore Drive**

Mr. Gilmore gave an overview of the application. Board discussion ensued.

Terry Brisson, Applicant, stated the owner wants to make the entire structure solid concrete: walls, ceilings and roofs, in the attempt to make the house stronger than what exists now.

Motion was made by Al Bernetti, and seconded by Marcia Baker to forward a recommendation of approval to the City Commission with a height of up to 34 feet.

AYE: **Tim O'Connell**, **John George**, **Mike Dahan**, **Eloise Cumings**, **Al Bernetti**, **Frank Creyaufmiller**, **Brian Paul**, **Robert Poitier**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

8. BOARD COMMENTS

Chairman Burdge asked Mr. Benton if a short term rental workshop is being planned and if the Planning Board members can attend. Mr. Benton stated that a workshop on dwelling rentals has not been scheduled with the City Commission. Ms. Baker recommended against any appointed board member participating in a vacation rental workshop and she strongly urged that nothing is codified at the meeting, because the city could be in jeopardy of losing its 2011 grand fathering. Chairman Burdge decided not to pursue the workshop or meeting regarding short term rentals.

Mr. Messer addressed Ms. Bakers liability concerns of being on the Board. He stated he is not aware of any disclaimer to put on meeting announcements that will keep someone from being sued. Mr. Messer went on to say that the city has an insurance policy that covers advisory board members so if a Board member was sued, they would not pay a penny out of their pocket.

Mr. Messer explained the Board does not act in a a quasi-judicial capacity, rather in an advisory capacity, so the Board cannot be held responsible for the decision made.

Mr. Messer explained the City Commission wanted an examination of how the boards and committees function, specifically looking at liability, efficiency and economy. Mr. Messer stated one of the options the city commission is considering is quasi-judicial hearings, due to a change in law on how final decisions in a city are to be made and how they are supposed to bind the city. Mr. Messer said the pace of the lawsuits regarding the quasi-judicial decisions are increasing and eliminating alternates is a way to make sure the city functions as a body and stays within the parameters of the Florida Supreme Court.

9. ADJOURNMENT

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

Meeting Date: 06/05/2017

Re: Application for Conditional Use with New Construction - ASTA Commercial Parkin Lot

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Application for Conditional Use with New Construction subject to conditions submitted by property owner, Boch A Galup Inc, and applicants, Kash Patel, Mike O'Leary, Partners, ASTA Parking Inc., to development and operate a commercial parking lot at 111 S. Ocean Drive, Fort Pierce, FL. The property is zoned Tourist Commercial (C-5). Parcel ID: 2401-501-0055-000-5.

SUMMARY:

- The applicant is seeking approval of an application for Conditional Use with New Construction to establish a 54 space commercial parking lot, containing fifty (50) typical spaces, three (3) handicap accessible spaces, and one (1) space to accommodate two (2) motorcyle at 111 S. Ocean Drive, Fort Pierce, FL.
- The proposal includes the provision of a digital pay station, landscaping, solar lighting, and underground exfiltration for storm water maintenance, cash and credit payment kiosks, and required sidewalk connectivity.
- The proposal presents offering parking spaces on-site, not intended to supply required parking spaces for businesses or other development, but rather a supply of surplus spaces accessible via a required user fee to support demand present on South Hutchinson Island.
- The Planning Board, at their May 9th, 2017 meeting, voted unanimously to recommend approval of the request with the conditions recommended by Staff.
- A total of 35 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. To-date, zero responses have been collected. An updated response summary will be provided to the City Commission at the public hearing.

RECOMMENDATION:

Approval of the request with the following conditions: 1. The operator restricts use, and overnight parking, by any campers, Recreational Vehicles (RVs), or similar transit vans; and 2. Two (2) trash receptacles, and process for collection, are integrated into the development plan.

ALTERNATIVES:

- Approval with alternative conditions.
- Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Increased Ad-Valorem Tax Revenue

Attachments

Proof of Publication
Staff Report
111 S. Ocean Drive - Aerial
Conditional Use Application & Support Documents
Conceptual Renderings
ASTA Parking Final Plan Set
PB Minutes 5.9.17 - Not Yet Approved

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:50 AM

Form Started By: Kori Benton Started On: 05/24/2017 01:35 PM
Final Approval Date: 05/30/2017

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, Jane McIlmurray, 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	1612002	Hearing: 6/5/17: Boch A Galup Inc	Hearing 6/5/17

ASTA Parking

Pub Dates
May 21, 2017

Sworn to and subscribed before me this day of, May 19, 2017, by

Jane McIlmurray, who is

Jane McIlmurray
(X) personally known to me or
( ) who has produced _____ as identification.

Linda Joyce Klein

Linda Joyce Klein **Notary Public**

NOTARY PUBLIC STATE OF FLORIDA
LINDA JOYCE KLEIN
Notary Public - State of Florida
Commission # GG 081422
My Comm. Expires Mar 9, 2021
Bonded through National Notary Assn.

Ad Number: 1612002
Insertion Number: N/A
Size: 1 Col x 88 ag
Color Type: N/A
Advertiser: City of Fort Pierce
Agency: N/A
Section-Page-Zone(s): F-3-All
Description: Hearing: 6/5/17: Boch A Galup Inc

TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
St. Lucie News Tribune
Sunday, May 21, 2017

Notice To Creditors

Notice
Lisa A. Schneider
Attorney
Florida Bar Number: 998974
GUNSTER YOAKLEY & STEWART, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996
Telephone: (772) 288-1980
Fax: (772) 288-0610
E-Mail:
lschneider@gunster.com
Secondary E-Mail:
eservice@gunster.com
Secondary E-Mail:
stalbot@gunster.com
Pub: May 14, 21, 2017
TCN 1611225

IN THE CIRCUIT COURT FOR ST. LUCIE COUNTY, FLORIDA
PROBATE DIVISION
File No.: 2017CP000532FM

IN RE: ESTATE OF GERALD LEE PLOOF, Deceased.

NOTICE TO CREDITORS
The administration of the estate of GERALD LEE PLOOF, deceased, whose date of death was November 5, 2016, is pending in the Circuit Court for St. Lucie County, Florida, Probate Division, the address of which is P. O. Box 700, Fort Pierce, Florida 34954. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is May 21, 2017.

Personal Representative:

Notice To Creditors

Shirley A. Ploof
3161 SE Ramsey Court
Port St. Lucie, FL 34952
Attorney for Personal Representative:
Walter G. Woods
Florida Bar Number: 355631
WALTER G WOODS, P.A.
2081 SE Ocean Blvd., Suite 2-B
STUART, FL 34996
Telephone: (772) 210-5518
Fax: (772) 210-5679
E-Mail:
kathy@woodslawfl.com
2nd E-Mail:
walter@woodslawfl.com
Pub: May 21, 28, 2017
TCN 1617607

IN THE CIRCUIT COURT FOR ST. LUCIE COUNTY, FLORIDA
PROBATE DIVISION
File No.: 2017CP000529FM

IN RE: ESTATE OF EILEEN TILELLI aka EILEEN F. TILELLI, Deceased.

NOTICE TO CREDITORS
The administration of the estate of EILEEN TILELLI aka EILEEN F. TILELLI, deceased, whose date of death was December 21, 2016, is pending in the Circuit Court for ST. LUCIE County, Florida, Probate Division, the address of which is P. O. Box 700, Fort Pierce, FL 34954. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is May 21, 2017.

Personal Representative:
Mario E. Tilelli
400 West Peachtree St. Apt. 2712
Atlanta, Georgia 30308

Notice To Creditors

Attorney for Personal Representative:
WALTER G. WOODS
Florida Bar Number: 355631
2081 SE Ocean Blvd., Suite 2-B
STUART, FL 34996
Telephone: (772) 210-5518
Fax: (772) 210-5679
E-Mail:
kathy@woodslawfl.com
2nd E-Mail:
walter@woodslawfl.com
Pub: May 21, 28, 2017
TCN 1617575

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT IN AND FOR INDIAN RIVER COUNTY, FLORIDA
PROBATE DIVISION
File No:
31 2016 CP 001270 XXXXXX
Judge: Victoria L. Griffin

IN RE: ESTATE OF DAVID B. WHIPP, also known as DAVID BAILEY WHIPP, Deceased.

NOTICE TO CREDITORS
The administration of the Estate of DAVID B. WHIPP, deceased, File Number 312016CP001270, is pending in the Circuit Court for Indian River County, Florida, Probate Division, the address of which is 2000 16th Avenue, Vero Beach, Florida, 32960. The name and address of the Personal Representative and the Personal Representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this Notice has been served must file their claims with this Court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against the decedent's estate must file their claims with this Court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE. ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of death of the decedent is September 12, 2016. The date of first publication of this Notice is May 14, 2017.

Co-Personal Representatives:
Jennifer H. Wyvratt
1591 Sunshine Tree Blvd.
Longwood, Florida 32779

Notice To Creditors

And
Deborah M. Whipp
1108 Mission Wood Lane
Tallahassee, FL 32304
And
David S. Whipp
725 43rd Avenue
Vero Beach, FL 32968
And
Brian Whipp
12813 Cross Creek Lane
Herndon, VA 20171
Attorneys for Personal Representatives:
MCKINNON & HAMILTON, PLLC
By: Charles W. McKinnon, Esquire
Florida Bar No. 436046
3055 Cardinal Drive, Suite 302
Vero Beach, Florida 32963
pscwmlaw@bellsouth.net
(772) 231-3770
Pub: May 14, 21, 2017
TCN 1610128

Public Notices

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce will on Monday, June 5th, 2017 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

Application for Conditional Use with New Construction submitted by property owner, Boch A Galup Inc, and applicants, Kash Patel, Mike O'Leary, Partners, ASTA Parking Inc., to development and operate a commercial parking lot at 111 S. Ocean Drive, Fort Pierce, FL. The property is zoned Tourist Commercial (C-5). Parcel ID: 2401-501-0055-000-5.

Application for Conditional Use with New Construction submitted by property owners, Kamlesh and Jagmel Pandya, and applicant, Terry Brisson, to demolish and rebuild a single family home with a building height extension of up to 34 feet at 1717 Bayshore Drive, Fort Pierce, FL. The property is zoned Single Family Low Density Residential (R-1). Parcel ID: 2412-501-0022-000-9.

All Interested parties may appear at the meeting and be heard with respect to the Applications for Conditional Use. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF

Public Notices

THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

Linda W. Cox, City Clerk
Pub: May 21, 2017
TCN 1612002

Request for Bids

FORT PIERCE UTILITIES AUTHORITY (FPUA)

FORT PIERCE, FLORIDA
CALL FOR PROPOSALS
NO. 17-41A

Sealed proposals will be received by FPUA, Fort Pierce, Florida, in the office of the Purchasing Manager, until:

3:00PM WEDNESDAY
JUNE 14, 2017
For furnishing:
HVAC PARTS, REPAIRS AND REPLACEMENTS

per detailed specifications and statement of work available on www.fpua.com, www.demandstar.com or by e-mail request to PurchasingManager@fpua.com. Proposal documents are also available upon request from the Purchasing Manager, FPUA, 500 Boston Ave, Fort Pierce, Florida

FPUA encourages Minority/Women Business Enterprise participation.
Pub: May 17, 21, 2017
TCN 1612974

LEGAL NOTICE

Notice is hereby given that Hedrick Brothers Construction (Construction Manager) for the Martin County School District (Owner) will receive Proposals for Temporary Administration Trailer set up at Stuart Middle School.

Scope of work: Set up of Owner provided temporary trailers. Scopes required are: Electrical, Plumbing, Sitework, Demolition, Communications and Temporary Ramps/ Walkways.

Request for Bids

Proposals are due on June 19th, 2017 no later 4:00 p.m. Bid Bond in the amount of 5% of Subcontractor Proposal will be required for all Subcontractor Proposals exceeding $100,000.
Proposals will be received at the Martin County School District- Facilities Department, 1050 S.E. 10th Street, Stuart FL 34994.
Proposal Documents will be available on or about June 1st, 2017. Interested Bidders shall contact David Lechner by e-mail dlechner@hedrickbrothers.com for access to bid documents. No Phone Calls.
A pre-proposal meeting is scheduled at the Project site for June 8, 2017 at 3:00 pm for all interested Subcontractors.
This project involves work on an occupied school campus. All subcontractors and vendors must comply with the School Board of Martin County, FL Jessica Lunsford Requirements. A copy of these is available on request.
Owner and / or Construction Manager reserve the right to reject any or all proposals or to accept any proposals which is in its best interest. Owner and / or Construction Manager also reserve the right to waive any informalities and technicalities in procedure.
All costs incurred by Proposer in preparing a Proposal shall be the sole responsibility of the Proposer.
Pub: May 21, 28, June 4, 2017
TCN 1617418

Real Estate Sales

Open Houses

PALM CITY
Open Sunday, May 21st, 12-3
4255 SW Stoneybrook Way, Palm City, FL 34990
5/3/3 screened pool home on 5 acres. Updated kitchen and many extras.
Tim Lloyd 954-448-0781
Call Tim for gate code.
Keller Williams

STUART Open 1-3 pm
Monterey Yacht Club
1985 SW Palm City Rd
Bldg 44 #1: 2/1 $63,000
Maxwell Homes
561-827-7300

STUART
Open Sunday 1-5 PM
Palm Lake Park
1051 NW 15th Ter
3BD/2BA, Large lot, $199,900; (772) 600-8509

It's all here in the TCPALM Localfieds

Services Offered

TCPALM localfieds Where local meets classifieds
Place your ad with us. Call 1-877-2472407

Adult Care/Services

CAREGIVER COMPANION
25+ yrs Exp. Reasonable Rates License, Refr., Criminal bkgrnd chk avail., Light House keeping, Meal prep etc. 772-237-2545

CAREGIVER/COMPANION
Licensed. Criminal background check available. Excellent references!
SL & MC **(772) 812-7175**

COMPANION/CARE GIVER
30 Yrs. Exp. Licensed, Will work hourly nights only! Comes with Good References. (561)827-1586

EXPERIENCED CNA
searching for pvt duty light housekeeping, doc appt, transportation & personal errands. Refs avail. 772-213-2245

Air Cond/Heating

AIR SOURCE 1
FREE Estimates
FREE Service Call
Check your A/C
Spring Special $39.95
772-626-7604 SL MC

DYNAMIC AIR
FREE ESTIMATES
$2,995 - 15 Seer System
Up to 2 Tons; **772-567-2185**
Lic# CAC1818454 IR,SL,MC

GILLIS A/C - 38 Yrs Exp; New AC & Heating Systems on Sale; Call for Quote.
LIC # RA0066894 /INS
(772) 215-5346 MC SL

Carpet/Floor Covering

Complete Carpet Repairs
Wrinkles; Restretching; Reseaming; Burn Marks; Pet Damage. 35 yrs exp. Call Jim 239-292-9525

HINTON'S CARPET CLEANING
3 Rooms, $100, 1st floor Tile & grout cleaning.
772-562-7262 IRC

RAY'S CARPET REPAIRS & INSTALLATION
Same day service
Free estimate. Lic#1953
772-571-6353 IR

Cleaning Services

DR CLEAN SERVICES
Lic. 16 00250 Ref. Avail. We diagnose, We Clean and Your Happy. Please call 772-361-3197 for a free Est. Seb. & V.B.

GIVE ME YOUR MESS!
Will clean empty Foreclosures,Commercial,Apartments,& Homes, References 330-974-5763

HUSBAND/WIFE HOME CLEANING SRVC
We also do Windows & Pressure Clean, Lic/Ins **772-766-4174**

Cleaning Services

I DO CLEANING
Honest & Reliable
From Top To Bottom
Free Est/Great References
772-708-7393 SL MC IR

SUSAN STEWART UNLIMITED CLEANING/HANDYMAN
Google 5*, Bonded, Lic'd, Ins, Twice a week Maid/Butler Srvc, 3000/10000 sq ft **772-453-8890**
Serving 7 yrs Vero/Sebastian

Clock Repair

CLOCKS BY HOLLIS
Repair & Sales
1445 Village Green Dr.
Port St. Lucie (772)335-2507

Computer Services

AAA ARON'S COMPUTER SERVICE
Dell, HP, and A+ Certified, 20 yrs on Treasure Coast. Home Srvc Call - $55 **(772) 475-7887**

A1A PC REPAIR
May Special $50
In-Home 60 Min.
Call (772)408-8526

Concrete/Masonry Work

ALL CONCRETE
Driveways/Patios/ Brickpavers/Block
Odom Construction 473-0046
BC018696 IR SL

JERRY RIPPLE STUCCO
Commercial/Residential
Quality work. 40 yrs experience
Lic#3192 IR **(772) 564-0392**

JOHNNY'S
Concrete, driveways, sidewalks & patio repairs
New or Old
Lic **772-672-4353** Ins

ROY CLARK CONCRETE
Patios, Sidewalks & Driveways. Lic #7999 Ins.
www.royclarkconcrete.com
(772) 633-6057 IR

Consignment

KALEIDOSCOPE CONSIGNMENTS
We take consignments & buy estates. Inventory changes daily. 7500sf store! 644 Old Dixie Hwy SW, Vero Beach **(772) 226-5719**

Contractors/Builders

JOHNSON
Remodel, Repairs, Carpentry, Room Additions, also Concrete Patios & Driveways
Lic **772-672-4353** Ins

Contractors/Builders

Renovation Remodel
Room Additions
772-919-2830
Kitchens, custom bathrooms, flooring, painting, doors, windows, wood decks
New Construction, Inc.
CGC 015735 Lic/Ins

WATER DAMAGE
24 HOUR 7 DAYS
Cleanup & Drying
Residential & Commercial
TRIPLE A (772)812-4861

Electric Providers

Florida State Electric
Commercial/Residential
Call Alan 772-539-1574
Lic. #EC13004823

TROY GIOVENGO ELECTRICAL SRVCS
All kinds of electrical. Call (772)201-9855 Lic #EC13006488

Garage Doors

A-TECH GARAGE DOORS
All your garage door & opener needs. 17 yrs exp. 24/7.
772-828-5421

Home Maint./Repair

AA RESCREENING
Lowest Prices Guaranteed .98¢ Sq. Ft.
Licensed & Insured
Call Bill 772-646-2809

B. S. B.
Home Improvements/Repairs/ Maintenance/Remodel
Lic/Ins #MCN55897
Call Carlos (772) 206-5515

BRIAN'S RESCREENING
Storm repair specialist. Specializing in pool enclosures, lanais & patios. Free Est! Discount For Seniors & VETS! Call **772-370-4709**

COASTAL ALUMINUM
Pool Enclosures, Rescreen, Repairs, Railings Aluminum Roofs
772-468-0288 Tri Counties

D&R RESCREENING
Pool & Patio Rescreening Specialists. Family owned. Affordable prices. Lic./Ins. Call **(772)528-4629** PSL/MC

K. M. DRYWALL
A Full Drywall Service Company; 28 yrs exp
PSL10-6055; MCDP6686
772-607-4138 SL MC

Home Maint./Repair

NEED FIXING?
Master Carpenter - 30 yrs exp. Crown, cabinets, interior trim & misc. repairs. CRC1331468
772-584-2971 IR

RESCREENING & REPAIRS
Patios • Pool Cages
Quality Work at a Fair Price
Licensed & Insured CBC1250529
Call (772)284-2856

A1 ERIC'S HOME REPAIR
All types of home repairs - soffits, drywall, windows, doors, etc. Free est. Lic/Ins. #CGC1509455
(772) 460-1116 SL

Home Services

MOBILE SMALL ENGINE REPAIR 772-480-8076
Riding & push mowers, weed eaters, blade sharpening, parts & repair geh., pressure washers

Irrigation

BLUE WATER IRRIGATION
Sprinklers, Clocks, Pumps & Tune-ups
Jerry 772-532-7702 IR/SL

SPECIALTY SPRINKLERS
Install & Repairs, Impeccable Service. Call Michael (772)453-8199 IR/SL

Landscaping/Lawn Service

ALL AMERICAN LAWN
Free estimates.
Commercial & Residential
Lic & Ins **772-321-0400** IR

DENBAR LAWN SERVICE
We provide Landscaping, Tree Trimming, Sod Laying, Mulching & yard clean-up. Free estimates! 772-812-7342. Lic/Ins

DOMINIC LANDSCAPING
SALE SOD/MULCH $49
Topsoil, Labor & Bobcat
Service **772-633-8953** Lic/Ins

GARDENIA LAWN SERVICE
Free Estimates! Lic. & Ins.
Palm trimmings. 772-216-7553
SL/IR/MC

Moving & Storage

AAA MOVING
$75 per hour. 2 hour minimum in Indian River Co. Call 772-321-3680

Find your next car here TCPALM Localfieds

Painting Services

A. A. W. PAINTING
Paper Hanging, Int/Ext/ Pressure Wash #2756, 32 years exp; IR County
(772) 321-7229

DON TIDEY REPAINTS
Quality Guaranteed
FREE Estimates
Lic SPO1831
772-485-2205 MC SL IR

EWS REFINISHING
Painting/Wall Covering/ Texture/ Pressure Wash/ Handyman Serv, Free Est, LO6000064490
772-464-0290 SLC & IRC

QUALITY PAINTING BY KEN INC
25 years + in area
No job too small
WE DO IT ALL
Call 772-486-5976
SP01023 MC SL

Plumbing

PLUMBING SERVICE & REPAIR
QUALIFIED TRADESMAN - Free Est, Fair Prices & Fast Service
Call Bill at 772-203-0348

Septic Tanks & Plumbing Solutions
Get Pumped....Get Plumbed
800.330.7686 CFC1426828

Pressure Washing

AAAAA AFFORDABLE PRESSURE CLEANING
Quality work at affordable prices. IR
Lic/Ins **(772) 501-3501**

COE'S PRESSURE CLEAN/ COATING SERVICE
Res or Comm/Lic & Ins
Pools, Patios, Roofs, & More! **772-571-3457**

Roofing

BRIAN COFFEY CONST. & ROOFING
Roofs • Leak Repairs • New Roofs
All Work Warranted
ccc1329795 Call 772-473-7153 IR

KUHNERT ROOFING
Indian River's Oldest Roofing Co!
Repairs, New Roofs, Guaranteed. Roofing is our ONLY Business
Lic# RC0018471 **(772) 562-0883**

MTW ROOFING dba Thompsons Remodeling & Roofing Division
Installations and Repairs
Serving IR Co. **772-569-6517**

Roofing

ROOF LEAKS & REPAIRS
Villanova Construction Same Day Service. Work Guaranteed. Call (772)828-8567

ROOF LEAKS SPECIALIST
35 Yrs Experience Free Estimates call Mike, Warranty on all work, 772-571-5656

ROOF REPAIR SPECIALIST
Small LEAKS to Big RE-ROOFS
FREE Estimate & QUICK Response
Tile, Shingle, Metal, Flat, Waterproofing Comfort Builders. Lic. #CCC1328737
Call Now (772) 777-6753

THOMPSON'S ROOFING DIVISION
Provides expert service & warranty's on your repairs.
772-564-8008 - IR County
Lic#CCC1327801/Lic#CGC1510956

Tile Work

DENNIS KILEY TILE
We Will Install Your Tile
Labor Starting @ $1.75sf
All Phases/All Sizes/Repairs
Free Estimates **772-985-7598**

HEEN TILE/ WOOD INSTALLS
Lic./Ins. Rotten wood repairs. Floor-Backsplash-Bath-Remodels. Call 772-559-9538/569-6863 IR

SPERO TILE SERVICE
Repair Specialist/Loose & Buckling Tile; Dust free tile removal. Shower Pan Replacement. Lic./Ins. **(772) 589-6085** IR

Tree Services

AFFORDABLE TREE
Service & Lot Clearing
Trimming, Stump Grinding, Removal; Lic/Ins
772-370-4567 IR SL MC

ANGEL TREE TRIMMING & REMOVE - Licensed & Insured, Free Estimate, Jupiter, Stuart, Port Saint Lucie, Ft. Pierce (772)263-3946

J. KING'S SERVICES, INC.
Trimming & Removal. Bucket, Grapple trucks. Firewood
772-567-0245 or
Lic/Ins **772-473-8076** IR/SL

TREE TRIMMING & REMOVAL LAWN & LANDSCAPE
No job too small. Martin/St. Lucie. Lic./Ins. 772-985-7794

Welding

KIERSTEAD CUSTOM CONCEPTS
Custom Steel Fabrication & Repair
1909 SW Biltmore St PSL 34984
Call James (772) 260-3710

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: **Application for Conditional Use with New Construction**
ASTA Commercial Parking Lot
111 S. Ocean Drive

DATE: May 23, 2017

STAFF REPORT

Owner:
Boch A Galup Inc
37 Fort Salonga Rd
Centerport, NY 11721

Applicant:
Kash Patel, Mike O'Leary, Partners, ASTA Parking Inc.,
725 NE 26th Avenue
Fort Lauderdale FL 33304

Representative:
James Gilgenbach, Architect
1239 E Newport Center Drive
Suite #107
Deerfield Beach, FL 33442

Requested Action:
Approval of a Conditional Use with New Construction to development and operate a commercial parking lot.

Location:
111 S. Ocean Drive

Parcel ID:
2401-501-0055-000-5

Current Zoning:
Tourist Commercial (C-5)

Future Land Use:
General Commercial (GC)

Surrounding Zoning:

North	East	South	West
C-5/OS-1	C-5	C-5	C-5

Site Size:
.5 acres

Staff Analysis:

Existing Conditions

The subject .5 acre site located at 111 South Ocean Drive is within the Tourist Commercial (C-5) district, and is presently vacant. The property abutting the site to the west and south is home to a recently completed Oculina Bank branch facility.

The site is located at southwest corner of the intersection of Seaway Drive and South Ocean Drive which was enhanced with a round-a-bout as a component of the joint A1A reconstruction project. As the property abuts a state roadway, Florida Department of Transportation (FDOT) approval is required for access points and right-of-way accommodations for development.

The demand for parking in the areas adjacent to the subject site has escalated in recent years, attributed to the completion of Inlet Linear Park, Jetty Park, and addition of commercial establishments nearby. The City of Fort Pierce offers free public parking within Jetty Park, and has organized a short term lease for additional interim public parking along the inlet.

Proposal

The applicant is seeking to establish a 54 space commercial parking lot, containing fifty (50) typical spaces, three (3) handicap accessible spaces, and one (1) space to accommodate two (2) motorcyles. The proposed fee-to-park facility is intended for access on South Ocean Drive, consisting of a two-way driveway for ingress and egress, connecting to a circular one-way traffic configuration on-site. The parking spaces are oriented primarily on a 60 degree angle for accessibility and maximization of parking spaces. The proposal includes the provision of site landscaping (reductions granted by the Board of Adjustment), solar lighting, and underground exfiltration for storm water maintenance, cash and credit payment kiosks, and required sidewalk connectivity.

The Board of Adjustment, at their April 27th, 2017 meeting, granted variances requested by the applicant to reduce required landscape strip widths, interior landscaping and parking stall width as the applicant seeks to maximize the quantity of parking spaces on-site, The initial filing by the applicant featured sixty-five (65) total spaces; however several spaces have been eliminated to lessen many of the previous dimensional deficiencies and improve functionality.

The applicant is seeking to offer parking spaces on-site, which are not intended to supply required parking spaces for businesses or other development pursuant to City Code Section 22-60, but rather introduce a new supply of *surplus* spaces accessible via a required user fee. The Board of Adjustment authorized a parking space design which features a six (6) inch reduction in the required width, resulting in parking space dimensions of 19ft. by 9 ft. Patrons of the proposed commercial parking area would be consenting to the policies for payment and use which provides the capacity to mitigate concerns of the proposed reduction in the width of the land development code guided "regular" parking space.

Transactions & Enforcement

The applicant has identified the digital pay station system to be integrated into the parking area, situating a kiosk at the north east corner of the project, adjacent to pedestrian connections and crosswalks. The system

offers a pay-by-plate format for users via a kiosk, or a mobile phone, with payment methods ranging from coins, bills, credit cards, or pass cards (if adjacent businesses were to consider partnering).

The parking lot would be monitored by ASTA personnel to notify any drivers of non-payment, expiration, or other violations. Presently, there is not a provision for towing vehicles for noncompliance. Although enforcement protocols have not been detailed beyond simple notification via warnings of non-payment, booting would be a more appropriate alternative than towing to avoid unnecessary tow-truck traffic or functional interference within the parking area.

Landscaping, Stormwater, & Lighting

The presented landscape plan includes the placement of 39 new trees, vegetative hedges along the north and east property lines, and infill of lower lying shrubs throughout the remainder of the landscaped areas. The landscape plan will be updated to reflect a revision to the hedge plant species utilized along the right-of-way and western property lines to increase the height capacity of the vegetative screen to meet the minimum requirements of City Code Section 22-187.

Stormwater pretreatment is conceptualized via underground exfiltration and use of pervious paving solutions where feasible.

The application affirms preparation and implementation of lighting plan in compliance with local and state requirements for both minimum lighting levels and interference of turtle nesting.

Zoning & Land Use

The subject site is located within the Tourist Commercial Zone (C-5) which is designed to provide suitable locations for tourist facilities and certain tourist related establishments. Furthermore, the site has a land use designation of General Commercial (GC).

The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections.

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

The presented use of the property represents a commercial use which provides increased access to parking for tourists and residents visiting Jetty Park and adjacent establishments via automobiles. The use of the parking lot should correlate to adjacent uses and their peak hours of operation. The prospective uses by guests of adjacent hotels, restaurants, or bars with late hours of operation encourage avoidance of parameters for hours of operation for the parking lot. The preclusion of use or overnight parking by any campers, Recreational Vehicles (RVs), or similar transit vans is advised to avoid functional conflicts of the parking lot, and use of the property beyond the scope of the proposal and corresponding support facilities.

Board of Adjustment Approval

The Board of Adjustment authorized a reduction of the vehicle stall and landscape strip widths, contingent upon the following:

1) Incorporation of a sign towards the entrance of the parking circle, and stamped notation on each parking space, that acknowledges reduced stall width, or compact nature of the spaces.

2) The landscape plan integrates the planting, and appropriate irrigation, of a vegetative hedge along the north and east property lines, which has the capacity to grow to form a 3ft. tall continuous hedge within one year, as required by City Code Section 22-187 (4).

3) The landscape plan provides the planting, and appropriate irrigation, of a vegetative hedge along the west property lines, which has the capacity to grow to form a 6ft. tall buffer to mitigate the reduction in landscape strip width adjacent to these property lines.

The noted conditions of approval should be reflected on the development plans prior to scheduling for review by the City Commission.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code, and conditionally approved the request. The Engineering Department identified concerns regarding the reduced depth of a parking space at the northwest corner of the facility, which has since been converted to motorcycle parking.

Planning Board

The Planning Board, at their May 9th, 2017 meeting, voted unanimously to recommend approval of the request with the conditions recommended by Staff.

Property Owner Response Summary:

A total of 35 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. To-date, zero responses have been collected. A tally of the garnered responses will be provided to the City Commission at the public hearing.

Staff Recommendation:

The proposed use is compatible with the encompassing district, surrounding uses, and generally consistent with the City's Land Development Code and Comprehensive Plan therefore; Staff recommends to **approval** of the request with the following conditions:

1. The operator restricts use, and overnight parking, by any campers, Recreational Vehicles (RVs), or similar transit vans; and
2. Two (2) trash receptacles, and process for collection, are integrated into the development plan.

THE SUNRISE CITY FORT PIERCE Florida

ASTA Parking–111 S. Ocean Drive

Site Aerial

N W E S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 111 South Ocean Drive Fort Pierce FL 34949

Parcel ID #(s) 2401-501-0055-000-5

Project description Construct new Paid Parking Lot

Boch A Galup Inc.	Kash Patel, Mike O'Leary, Partners, ASTA Parking Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
37 Fort Salonga Rd	725 NE 26th Avenue
Street Address	Street Address
Centerport NY 11721	Fort Laudedale Fl 33304
City State Zip	City State Zip
516 901 3263	954 214 3830; 954 410 4942
Phone Number	Phone Number
	kash@astaparking.com, olearym57@aol.com
Email Address	Email Address

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

Martin K [illegible], Pres.

Property Owner(s) Signature(s)

STATE OF FLORIDA – COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 26 day of January, 2017, by Matthew S. Kaplan who is personally known to me or has produced NKPL as identification.

Kimberly A. Alkire

Signature of Notary

KIMBERLY A. ALKIRE
MY COMMISSION #FF220131
EXPIRES: APR 13, 2019
Bonded through 1st State Insurance

Seal

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

☐ DEVELOPMENT REVIEW

General Information

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

Choose Application Type:

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

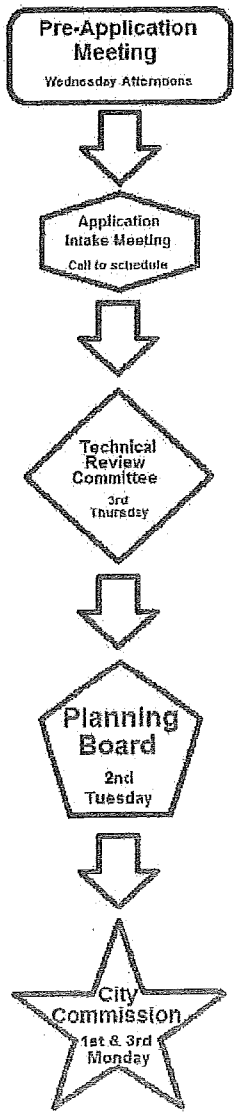
Site Information:

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

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

North	South	East	West
Rest/Vac C5	Bank/Vac C5	Hotel/Rest/bar C5	Bank C5

Application Outlook



Site Plan submittal requirements:

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

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

01 FEBRUARY 2017 16A99

JAMES E.
GILGENBACH
ARCHITECT

ARCHITECTURE
&
PLANNING
FL AR-7457

Kori Benton, Senior Planner
City Of Fort Pierce, Planning Department
100 North US#1
Fort Pierce, FL 34954

RE: Project Narrative for ASTA Paid Parking Facility
Located at 111 South Ocean Drive, Fort Pierce, FL

Dear Mr. Benton:

Proposed project hereafter referred to as the **ASTA Paid Parking Facility** is a 54 Space Paid Parking Lot.

The Facility will feature:

- Turtle Friendly Solar Lighting,
- Eco-Friendly Semi Pervious Aqua-Brick Pavers and Pervious Turf Blok pavers in the Parking Spaces,
- Space saving onsite Underground Exfiltration storm water collection and storage,
- Salt Tolerant Landscaping consistent with the surrounding Streetscape;
- Attractive, State of the Art, Cash and Credit Payment Kiosks;
- Sidewalk interconnectivity to the Inlet Roundabout crosswalks to the Retail and Recreation areas to the North and East.
- Proposed reduction in Landscape buffers and Setbacks are mitigated by existing landscaped areas to the North and West, and undeveloped green space to the South.
- Proposed reduction in Landscape buffers and setbacks offset by helping solve acknowledged parking shortfall
- Maximization of number of spaces will help alleviate spillover parking and associated issues in the surrounding residential areas.
- Clear Vision Areas are protected,
- View lines and prevailing winds in general left unobstructed.
- Central location will add to the cohesiveness of the Entertainment and Retail District.
- 24/7 Operation
- 24/7 Remote Video Monitoring and daily on-site checks by ASTA Team.

James E. Gilgenbach
Architect

SUITE 107
NEWPORT CENTER

1239 E. NEWPORT CENTER DRIVE
DEERFIELD BEACH, FLORIDA 33442
(954) 426-1652

JAMES E.
GILGENBACH
ARCHITECT

ARCHITECTURE
&
PLANNING
FLAR-7457

01 FEBRUARY 2017 16A99

Kori Benton, Senior Planner
City Of Fort Pierce, Planning Department
100 North US#1
Fort Pierce, FL 34954

RE: Traffic Statement for ASTA Paid Parking Facility Located at 111 South Ocean Drive, Fort Pierce, FL

Dear Mr. Benton:

Proposed project is a54) Space Paid Parking Lot. The Facility will feature Turtle Friendly Solar Lighting, Eco-Friendly Semi Pervious Aqua-Brick Pavers and Pervious Turf Blok pavers in the Parking Spaces, Space saving on-site Underground Exfiltration storm water collection and storage, Salt Tolerant Landscaping consistent with the surrounding Streetscape; Attractive, State of the Art Cash and Credit Payment Kiosks; and Sidewalk interconnectivity to the Inlet Roundabout crosswalks to the Retail and Recreation areas to the North and East.

Existing Traffic Conditions:
Existing Property is vacant, and fenced. No access is available. No trips are associated with a vacant property. Surrounding area roads and parking lots do not appear to be at capacity. Surrounding area suffers from an acknowledged shortage of parking, very often resulting in spillover of patron parking into the surrounding Residential areas. This spillover is not without consequence and cost to the residents' quiet enjoyment, and to the perception of the area in whole. Further, inadequate parking options result in drive offs of arriving patrons to other Retail and Entertainment areas elsewhere with more adequate parking.

Traffic Distribution from Proposed Development:
Based on Concurrency Management Chapter 22-217, Average Peak traffic conditions are conducted during weekday hours from 6 a.m. -9 a.m. for AM counts and 4pm -7pm for PM counts. The majority of trips associated with the proposed parking lot during AM hours are for recreational visitors to the Jetty area. The majority of trips associated with the proposed parking lot during the late afternoon PM counts are for Restaurant patrons. Per FDEP recommendation and accepted Best Practices, the single Curb Cut entry will be located about 20 feet north of the South East property corner, along FDOT managed State Road A1A, aka South Ocean Drive.

Traffic Statement Summary:
This facility will generate a change in current trip volume of less than 1%. Number of inbound and outbound trips will remain essentially unchanged. This is supported by the fact that the ITE Trip Generation Manual is silent to stand alone Paid Parking Facilities. Measureable reduction in spillover traffic and parking and related problems in the surrounding Residential areas will result. The project has **de minimis impacts** on roadway links within 1 mile radius and is in compliance with the Concurrency Plan of the City of Fort Pierce.

James E. Gilgenbach
Architect

SUITE 107
NEWPORT CENTER

1239 E. NEWPORT CENTER DRIVE
DEERFIELD BEACH, FLORIDA 33442
(954) 426-1652

JAMES E.
GILGENBACH
ARCHITECT

ARCHITECTURE
&
PLANNING
FL AR-7457

01 FEBRUARY 2017

16A99

Kori Benton, Senior Planner
City Of Fort Pierce, Planning Department
100 North US#1
Fort Pierce, FL 34954

RE: 111 South Ocean Site Lighting Compliance with City and State Codes

Although the Site Lighting Photometric Plan has not yet been completed, I hereby affirm that the Lighting Plan will comply with all relevant Site Lighting statutes within Chapter 22(d)(8).and Beach Lighting requirements within Chapter 5 ARTICLE XIV. - PROTECTION OF SEA TURTLES Sec. 5-375. - *Lighting* on beach, and a Photometric Plan consistent thereto will be provided prior to Building Permit submittal.

James E. Gilgenbach
Architect

SUITE 107
NEWPORT CENTER

1239 E. NEWPORT CENTER DRIVE
DEERFIELD BEACH, FLORIDA 33442
(954) 426-1652

DIGITAL

DigitalLUKE II™

Multi-Space Pay Station

For On- and Off-Street Parking Environments

Public and private parking operators are realizing the benefits of multi-space pay stations: increased revenue, reduced operational costs, and superior customer service, to name just a few. Consumers also enjoy the added convenience, diverse payment options, and ease of use provided by pay stations. The LUKE II pay station is highly secure, flexible, and suitable for both on- and off-street deployments. LUKE II fulfills customer service expectations and delivers superior performance and significant contributions to operators' top and bottom line.

LUKE II Features for Consumers

- Range of convenient payment options, such as coins, bills, credit cards, smart cards, passcards (value cards, campus cards), coupons, and Pay-by-Phone services
- Contactless payments for rapid parking transactions
- Extend-by-Phone service provides expiry reminders and the ability to add time via mobile phone
- Large color screen that is easy to read
- Prompts in multiple languages
- Ability to pay for parking or add time using any pay station in the system
- Coin escrow refunds consumers' money upon a cancelled transaction
- 38-key full alphanumeric keypad for easy license plate entry
- Easily recognizable design identifies machine as a parking pay station

LUKE II Features for Parking Operators

- Separate maintenance and collections compartments for enhanced security
- Theft-resistant design to protect coins, bills, and internal components
- Enhanced locking mechanism and electronic lock support for added security
- PCI compliant and PA-DSS validated system ensures credit card data security
- Pay-and-Display, Pay-by-Space, and Pay-by-License Plate on the same pay station
- Remote configuration of rates and policies saves time and money
- Integration with leading parking technology partners for a complete solution
- Flexible rate structures and diverse payment options can increase revenue
- Reduced maintenance and collections costs
- Real-time credit card processing to reduce processing fees and eliminate bad debt
- Real-time reporting and alarming
- Complete audit trail and rich analytics

Standard | Premium

Charcoal Gray | Jet Black | Pebble Gray | Racing Green | Marine Blue | Citrus Yellow

LUKE II Specifications

Cabinet:	12-gauge cold rolled steel protected with an anti-corrosion coating
Payment Options:	Coins, bills, credit cards, contactless payments, smart cards, value cards, campus cards, coupons, Pay-by-Phone services. Coin escrow optional
Card Reader:	Cards are not ingested – no moving parts. Reads Tracks 1, 2, and 3 of all magnetic stripe cards conforming to ISO 7810 and 7811. Reads and writes to chip-based smart cards conforming to ISO 7810 and 7816
Bill Stacker:	1,000-bill capacity (U.S. only)
Printer:	2" receipt width
Display:	Color backlit LCD with 640 x 480 resolution
Keypad:	38-key alphanumeric with tactile buttons
Locks:	Can be re-keyed twice without removal of lock cylinder. Electronic locks optional
Access:	Separate compartments for maintenance and collections
Communications Options:	GSM/GPRS, CDMA, Ethernet
Environmental Requirements:	-40°F to +140°F (-40°C to +60°C)* Relative humidity: up to 95%
Power:	120 V AC. Slimline solar panel optional
Operational Modes:	Pay-and-Display, Pay-by-Space, Pay-by-License Plate
Multilingual Support:	Up to four languages using roman or non-roman characters
Audible Alarm:	Senses shock and vibration
Color:	Charcoal gray. Additional colors optional
Standards:	UL/CSA approved, ADA compliant, PCI compliant, PA-DSS validated

*using separately purchased heater/insulator option. Low end of range is -4°F (-20°C) ambient without heater/insulator option

Think Technology. Think Solutions. **Think T2.**

Since 1994, T2 Systems has been providing the parking industry with solutions that meet the ever-changing needs of parking managers and parkers alike. T2's unified parking management platform combines quality products and services with a commitment to thought leadership and strong customer relationships. T2's intelligent platform of Solutions-as-a-Service (SaaS)—including enforcement, permits, payments, PARCS, event parking and real-time parking availability—is trusted by over 1,000 organizations in the United States and Canada, including universities, cities, towns, private operators, and airports.

For additional information about T2 Systems, Inc. products and services, visit www.T2systems.com.

800.434.1502 | T2systems.com

© Copyright 2015 T2 Systems, Inc. All Rights Reserved.

PAY HERE

INSTRUCTIONS

1. Pay Via App or Meter in Advance
2. Enter License Plate at Meter
3. No Change Given
4. Place Receipt Face Up On Dash
5. No Oversized Vehicles
6. Park in Between the Lines
7. If Receipt Does Not Print, Meter Still Able to Verify Payment
8. Enforced 24 hrs 7 days a week

OR

PARK BY APP

Download ParkByApp

App Store Google Play

or go to

ParkByApp.com

ZONE

Parking Management by

Asta Parking Inc. 888-764-2782

PLEASE NOTE

Failure to comply with the above regulations or pay posted fees in advance or exceed the time limit for parking will result in Booting or Towing of your vehicle.

111 South Ocean Proposed Sign Design

5/2017
2017
Google E

THE JETTY
BAR & PACKAGE

PLANT LIST:

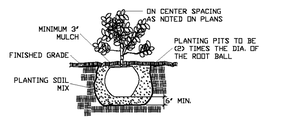
Symbol	Item	Common Name	Specifications	Drought Tolerance	Native	Quantity
AR	Acer rubrum	Red Maple	MIN 2" CAL., 12' HT. X 5' SPR., MIN 4'C.T., MIN. 2 1/2" D.B.H.		YES	14
CE	Conocarpus erectus 'sericeus'	Silver Buttonwood	MIN 2" CAL., 10' HT. X 5' SPR., STD, MIN. 2 1/2" D.B.H.	HIGH	YES	17
CN	Cocos nucifera 'Maypan'	Coconut Palm	18' - 20' O.A. HT., MIN 6' C.T.	MEDIUM	YES	8
BRA	Brassia arboricola 'Variegata'	Variegated Dwarf Schefflera	3 GAL., 24" HT. X 18" SPR., 24" O.C. (MAINTAIN AT MAX 24" HT)	MEDIUM	YES	As Needed
LAC	Lantana camara	Yellow Lantana	1 GAL., 12" HT. X 15" SPR., 18" O.C. (MAINTAIN AT MAX 12" HT)	HIGH	YES	As Needed
SOD	Stenotaphrum secundatum	St. Augustine 'Floratan'	Sod Only, Stagger Joints			As Needed

PLANTING NOTES:

1. All plant material furnished by the contractor shall be Florida #1 or better as set forth by the Florida Department of Agriculture, grades and standards for nursery plants, part I & II (current editions) at the time of final inspection.
2. All plant material must meet or exceed the minimum size requirements as specified on the plant list at the time of final inspection.
3. Quantities indicated on the plant list are for convenience. The contractor shall be responsible for doing his own takeoff. When discrepancies occur, the planting plan takes precedence over the plant list.
4. All substitutions must be approved by the Landscape Architect and the City of Deerfield Beach prior to installation.
5. Trees and palms shall be planted so that heads will be clear of all structures at nature spread.
6. Planting soil shall be at least 20% muck or compost and 80% sand, delivered to the site in a clean, loose and friable condition, and having good drainage characteristics.
7. All plant material shall be watered in thoroughly at the time of planting.
8. Fertilizer for trees and shrubs shall be a general purpose 50% organic fertilizer 6-6-6 containing trace elements. Fertilizer for palms shall be a special palm type which includes manganese and magnesium sulfate.
9. All trees and palms to be staked and guyed as shown in planting details.
10. All planting beds and tree saucers shall be mulched with a standard size shredded type mulch, (baldcypress mulch is not to be used), to a minimum depth of 3" and watered down to prevent wind displacement. the use of other types of mulch is required over cypress mulch.
11. Sod shall be St. Augustine 'Floratan', unless otherwise specified, and shall be free of weeds and in a healthy growing condition. Sod shall be laid on a smooth, finished grade with closely fitted, staggered joints.
12. Any excess soil, stones or debris resulting from landscape operations shall be removed promptly, keeping the site clean as work progresses.
13. Contractor shall be responsible for locating all underground utilities and shall be responsible for repairing any damage.
14. All landscaped areas shall receive 100% coverage and 50% overlap from an automatic, underground irrigation system. Where an irrigation system already exists, the contractor shall be responsible for coordinating all necessary adjustments with the irrigation, contractor or property maintenance personnel. A moisture sensing controller other than a rain switch is required.
15. The contractor shall provide a written guarantee to the owner for all plant materials and workmanship for a period of not less than 1 year (360) days from the time of final acceptance by the owner. At the end of the guarantee period, replace any plants, which have died, with healthy plants of the same species and size without additional cost to the owner providing plants have been properly maintained by the owner after final acceptance. Any plant materials damaged by storms, vandalism, freeze damage or other acts of God are not included in this replacement agreement.

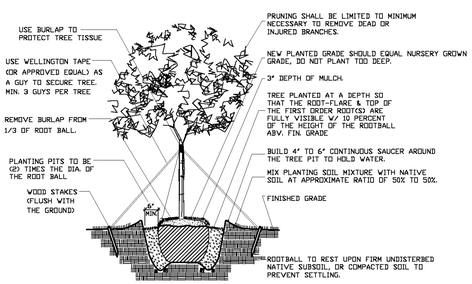
PALM PLANTING DETAIL

NTS



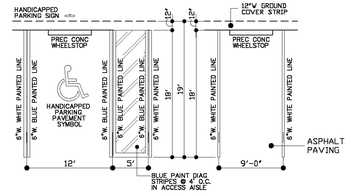
SHRUB PLANTING DETAIL

NTS



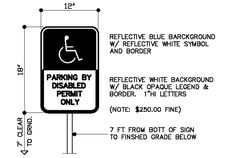
TREE PLANTING DETAIL

NTS



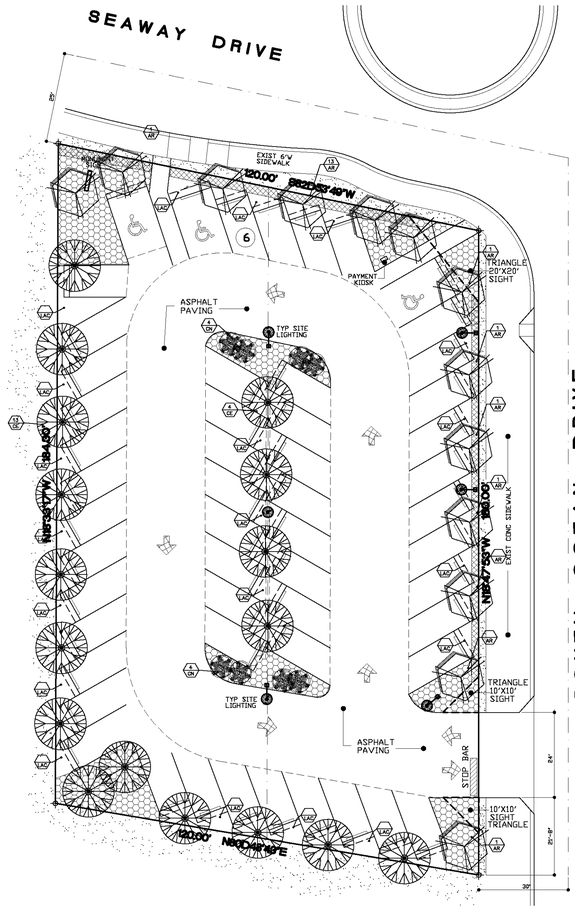
HNDCP PARKING TYP PARKING PARKING STALL PLANS

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



HANDICAP PARKING SIGN

SCALE: 2" = 1'-0"



LANDSCAPE PLAN

SCALE: 1" = 20'-0"

NORTH

AREA CALCS:

TOTAL SITE AREA:	21,488 SQ FT	(100%)
PERIMETER GREEN AREA:	3,930 SQ FT	(18%)
VEHICULAR USE AREA:	16,582 SQ FT	(77%)
VUA GREEN AREA:	976 SQ FT	(05%)
TOTAL PERVIOUS AREA:	4,906 SQ FT	(23%)

LANDSCAPE AREA IN VUA: 16,582/15 SF = 1105 SF
ACTUAL LANDSCAPE AREA IN VUA: 976 SF

PARKING COUNT:

TOTAL 54 SPACES - 60° PARKING
3 - 12' X 18' ADA PARKING SPACES (PLUS 1 FT OVRHG)
51 - 9' X 18' PARKING SPACES (PLUS 1 FT OVRHG)

SITE PLAN

SCALE: 1" = 20'-0"

NORTH

GRAPHIC SCALE
1 inch = 20 ft.
0 20 40 80

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

ARCHITECT AR-7457

REVISIONS:

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

NEW PARKING LOT LAYOUT FOR

ASTA PARKING INC

111 SOUTH OCEAN DRIVE,
ST LUCIE COUNTY, FLORIDA
FORT PIERCE,

DATE: 28 MAR '17
PROJECT NO: 16 - H99
SHEET: of 1 A1

99A51-A

Motorcyle

SEAWAY DRIVE

SOUTH OCEAN DRIVE

SOUTH OCEAN DRIVE

MONUMENT SIGN

EXIST 6'W SIDEWALK

120.00' S62D53'49"W

ADA SIGN

19'

12'

5'

6

40'

COMPACT SPACE

15'-9"

ASPHALT PAVING

TYP SITE LIGHTING

TYP CONC WHEELSTOP

60°

PAYMENT KIOSK

TRIANGLE 20'X20' SIGHT

3'-4"

7'-1"

184.30' N16D33'17"W

58'-0"

8

13

5'-6"

2'-3"

9'

TYP CONC WHEELSTOP

11

180.00' N18D47'53"W

EXIST CONC SIDEWALK

TRIANGLE 10'X10' SIGHT

NEW CONC APRON

24'

STOP BAR

STOP SIGN

10'X10' SIGHT TRIANGLE

21'-8"

30'

120.00' N60D46'43"E

AREA CALCS:

TOTAL SITE AREA:	21,488 SQ FT	(100%)
PERIMETER GREEN AREA:	3,930 SQ FT	(18%)
VEHICULAR USE AREA:	16,582 SQ FT	(77%)
VUA GREEN AREA:	976 SQ FT	(05%)
TOTAL PERVIOUS AREA:	4,906 SQ FT	(23%)
LANDSCAPE AREA IN VUA:	16,582/15 SF =	1105 SF
ACTUAL LANDSCAPE AREA IN VUA:		976 SF

PARKING COUNT:

TOTAL 54 SPACES – 60° PARKING
3 – 12' X 18' ADA PARKING SPACES (PLUS 1 FT OVRHG)
51 – 9' X 18' PARKING SPACES (PLUS 1 FT OVRHG)

SITE PLAN

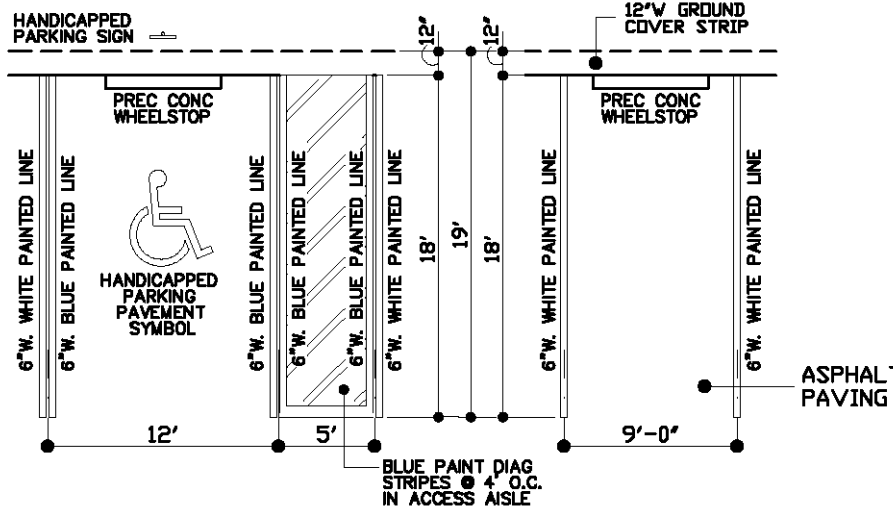
SCALE: 1" = 20'-0"

NORTH

GRAPHIC SCALE

0 10 20 40 80

1 inch = 20 ft.



HNDCP PARKING TYP PARKING

PARKING STALL PLANS

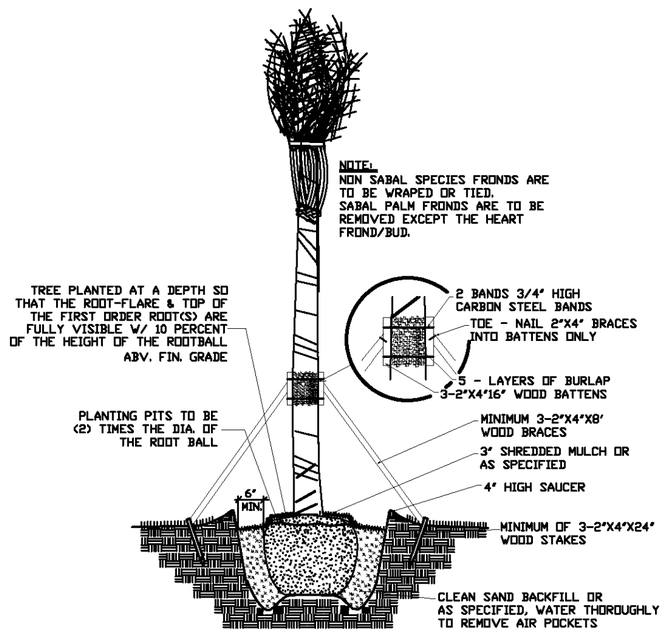
SCALE: 1/4" = 1'-0"

PLANT LIST:

Symbol	Item	Common Name	Specifications	Drought Tolerance	Native	Quantity
AR	Acer rubrum	Red Maple	MIN. 2" CAL., 12' HT. X 5' SPR., MIN. 4' C.T., MIN. 2 1/2" D.B.H.		YES	14
CE	Conocarpus erectus 'sericeus'	Silver Buttonwood	MIN. 2" CAL., 10' HT. X 5' SPR., STD, MIN. 2 1/2" D.B.H.	HIGH	YES	17
CN	Cocos nucifera 'Maypan'	Coconut Palm	18' - 20' O.A. HT., MIN 6' C.T.	MEDIUM	YES	8
BRA	Brassia arboricola 'Variegata'	Variegated Dwarf Schefflera	3 GAL., 24" HT. X 18" SPR., 24" O.C. (MAINTAIN AT MAX 24" HI)	MEDIUM	YES	As Needed
LAC	Lantana camara	Yellow Lantana	1 GAL., 12" HT. X 15" SPR., 18" O.C. (MAINTAIN AT MAX 12" HI)	HIGH	YES	As Needed
SOD	Stenotaphrum secundatum	St. Augustine 'Floratam'	Sod Only, Stagger Joints			As Needed

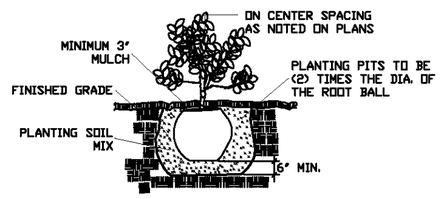
PLANTING NOTES:

1. All plant material furnished by the contractor shall be Florida #1 or better as set forth by the Florida Department of Agriculture, grades and standards for nursery plants, part I & II (current editions) at the time of final inspection.
2. All plant material must meet or exceed the minimum size requirements as specified on the plant list at the time of final inspection.
3. Quantities indicated on the plant list are for convenience. The contractor shall be responsible for doing his own takeoff. When discrepancies occur, the planting plan takes precedence over the plant list.
4. All substitutions must be approved by the Landscape Architect and the City of Deerfield Beach prior to installation.
5. Trees and palms shall be planted so that heads will be clear of all structures at mature spread.
6. Planting soil shall be at least 20% muck or compost and 80% sand, delivered to the site in a clean, loose and friable condition, and having good drainage characteristics.
7. All plant material shall be watered in thoroughly at the time of planting.
8. Fertilizer for trees and shrubs shall be a general purpose 50% organic fertilizer 6-6-6 containing trace elements. Fertilizer for palms shall be a special palm type which includes manganese and magnesium sulfate.
9. All trees and palms to be staked and guyed as shown in planting details.
10. All planting beds and tree saucers shall be mulched with a standard size shredded type mulch, (baldcypress mulch is not to be used), to a minimum depth of 3" and watered down to prevent wind displacement. the use of other types of mulch is required over cypress mulch.
11. Sod shall be St. Augustine 'floratam', unless otherwise specified, and shall be free of weeds and in a healthy growing condition. Sod shall be laid on a smooth, finished grade with closely fitted, staggered joints.
12. Any excess soil, stones or debris resulting from landscape operations shall be removed promptly, keeping the site clean as work progresses.
13. Contractor shall be responsible for locating all underground utilities and shall be responsible for repairing any damage.
14. All landscaped areas shall receive 100% coverage and 50% overlap from an automatic, underground irrigation system. Where an irrigation system already exists, the contractor shall be responsible for coordinating all necessary adjustments with the irrigation, contractor or property maintenance personnel. A moisture sensing controller other than a rain switch is required.
15. The contractor shall provide a written guarantee to the owner for all plant materials and workmanship for a period of not less than 1 year (360) days from the time of final acceptance by the owner. At the end of the guarantee period, replace any plants, which have died, with healthy plants of the same species and size without additional cost to the owner providing plants have been properly mantained by the owner after final acceptance. Any plant materials damaged by storms, vandalism, freeze damage or other acts of God are not included in this replacement agreement.



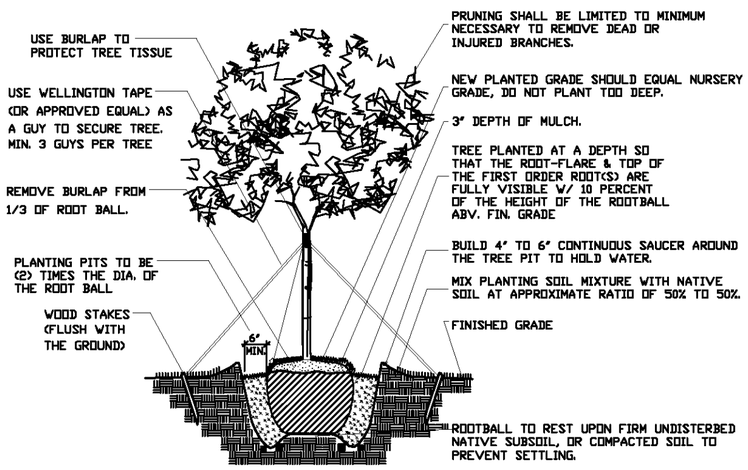
PALM PLANTING DETAIL

NTS



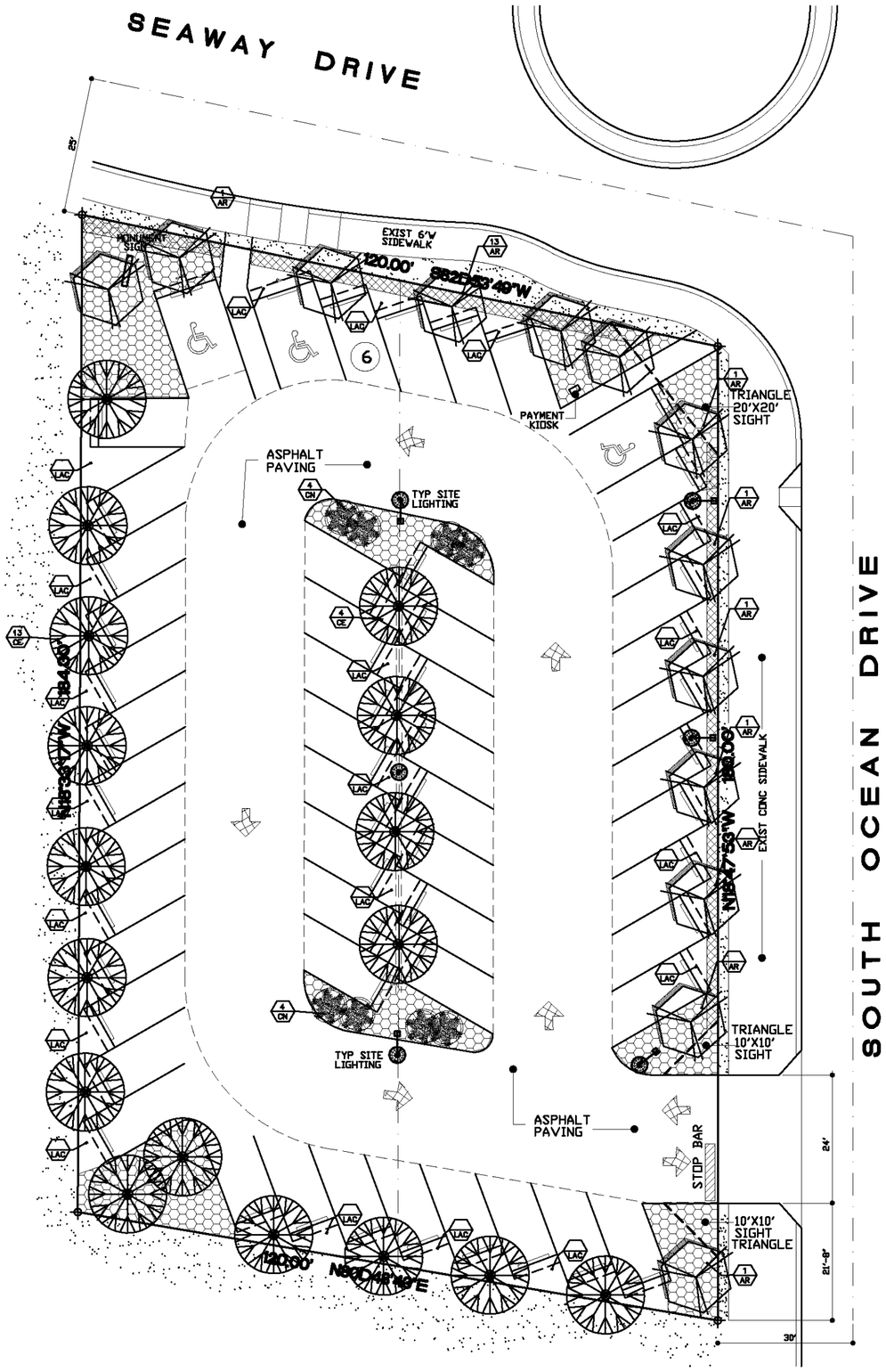
SHRUB PLANTING DETAIL

NTS



TREE PLANTING DETAIL

NTS



LANDSCAPE PLAN

SCALE: 1" = 20'-0"

NORTH

AREA CALCS:

TOTAL SITE AREA:
PERIMETER GREEN AREA:
VEHICULAR USE AREA:
VUA GREEN AREA:

TOTAL PERVIOUS AREA:
LANDSCAPE AREA IN VUA
ACTUAL LANDSCAPE AREA

PARKING COUNT:

TOTAL 54 SPACES - 6

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, MAY 9, 2017, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Al Bernetti**; **Frank Creyaufmiller**; **Brian Paul**; **Robert Poitier**; **Marcia Baker**; **Tim O'Connell**; **John George**; **Mike Dahan**; **Eloise Cumings**; **Steve Weaver**; **Bob Burdge**, **Chairman**

Absent: **Charles Hayek**

Staff Present: **Jim Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Executive Assistant**

4. CONSIDERATION OF ABSENCES

Mr. Hayek was excused.

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Bernetti was made a voting member.

Chairman Burdge discussed the recent change by the City Commission to eliminate alternate members from speaking during the Planning Board meeting, unless they are seated in the audience as the general public. The Board decided, if all regular members stated they would be in attendance, each alternate member can decide if they want to attend the meeting.

Chairman Burdge explained a change to the Florida State Statues is that a member of the Board

cannot represent an item on the Planning Board agenda unless a waiver is obtained from the City Commission.

6. APPROVAL OF MINUTES

a. Minutes from the April 11, 2017 meeting

Motion was made by Robert Poitier, and seconded by John George to approve the minutes from the April 11, 2017 meeting.

AYE: **Brian Paul**, **Robert Poitier**, **Marcia Baker**, **Tim O'Connell**, **John George**, **Mike Dahan**, **Eloise Cumings**, **Al Bernetti**, **Frank Creyaufmiller**, **Chairman Bob Burdge**

Passed

7. NEW BUSINESS

a. **Annexation - A1A, Parcel ID: 2412-802-0007-000-2, South Hutchinson Island**

Mr. Cregan gave an overview of the annexation. Raphael Betit, MBV Engineering Representative, stated a determination has not been received from the Environmental Protection Agency regarding the property, but it will be mitigated through the FDEP.

Motion was made by Marcia Baker, and seconded by John George to forward a recommendation of approval to the City Commission.

AYE: **Frank Creyaufmiller**, **Brian Paul**, **Robert Poitier**, **Marcia Baker**, **Tim O'Connell**, **John George**, **Mike Dahan**, **Eloise Cumings**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

b. **Conditional Use with New Construction - ASTA Commercial Parking Lot - 111 S. Ocean Drive**

Mr. Paul ask to be recused due to his business location in relation to the parking lot location. Mr. Messer agreed with Chairman Burdge that there is no need to recuse himself.

Mr. Benton gave an overview of the application and answered questions from the Board. No one spoke for or against the application.

Ms. Baker inquired about the sub-soil on the property since a gas station was located there several years ago. Mr. Benton stated he would ask the engineering department to take a closer look at that component, as the application or potential development advances.

Motion was made by Robert Poitier, and seconded by Frank Creyaufmiller to forward a recommendation of approval to the City Commission with the following conditions:

1. The operator restricts use, and overnight parking, by any campers, Recreational Vehicles (RVs), or similar transit vans; and
2. Two (2) trash receptacles, and process for collection, are integrated into the development plan.

AYE: **Marcia Baker**, **Tim O'Connell**, **John George**, **Mike Dahan**, **Eloise Cumings**, **Al Bernetti**, **Frank Creyaufmiller**, **Brian Paul**, **Robert Poitier**, **Chairman Bob Burdge**

Passed

c. **Conditional Use with New Construction - Pandya Residence - 1717 Bayshore Drive**

Mr. Gilmore gave an overview of the application. Board discussion ensued.

Terry Brisson, Applicant, stated the owner wants to make the entire structure solid concrete: walls, ceilings and roofs, in the attempt to make the house stronger than what exists now.

Motion was made by Al Bernetti, and seconded by Marcia Baker to forward a recommendation of approval to the City Commission with a height of up to 34 feet.

AYE: **Tim O'Connell**, **John George**, **Mike Dahan**, **Eloise Cumings**, **Al Bernetti**, **Frank Creyaufmiller**, **Brian Paul**, **Robert Poitier**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

8. BOARD COMMENTS

Chairman Burdge asked Mr. Benton if a short term rental workshop is being planned and if the Planning Board members can attend. Mr. Benton stated that a workshop on dwelling rentals has not been scheduled with the City Commission. Ms. Baker recommended against any appointed board member participating in a vacation rental workshop and she strongly urged that nothing is codified at the meeting, because the city could be in jeopardy of losing its 2011 grand fathering. Chairman Burdge decided not to pursue the workshop or meeting regarding short term rentals.

Mr. Messer addressed Ms. Bakers liability concerns of being on the Board. He stated he is not aware of any disclaimer to put on meeting announcements that will keep someone from being sued. Mr. Messer went on to say that the city has an insurance policy that covers advisory board members so if a Board member was sued, they would not pay a penny out of their pocket.

Mr. Messer explained the Board does not act in a a quasi-judicial capacity, rather in an advisory capacity, so the Board cannot be held responsible for the decision made.

Mr. Messer explained the City Commission wanted an examination of how the boards and committees function, specifically looking at liability, efficiency and economy. Mr. Messer stated one of the options the city commission is considering is quasi-judicial hearings, due to a change in law on how final decisions in a city are to be made and how they are supposed to bind the city. Mr. Messer said the pace of the lawsuits regarding the quasi-judicial decisions are increasing and eliminating alternates is a way to make sure the city functions as a body and stays within the parameters of the Florida Supreme Court.

9. ADJOURNMENT

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

Meeting Date: 06/05/2017

Re: Abolishment of Code Enforcement Board

Submitted For: James Messer, City Attorney, City Attorney

SUBJECT:

Legislative Hearing - Ordinance 17-017 Abolishing the Code Enforcement Board. SECOND READING

SUMMARY:

Ordinance providing for the abolishment of the Code Enforcement Board with the powers and duties shifted to a Special Magistrate.

Benefits of transferring Code Enforcement matters to a Special Magistrate include:

1. Quasi-judicial matters are better handled by Special Magistrates who, as attorneys, have the legal expertise and background to give them a better understanding of the issues.

2. More economical and efficient for the City to present case to a Special Magistrate because of legal training.

3. Eliminates politicization of the process and ensures consistency in results.

Special Magistrates have been used in Code Enforcement matters by the City since 2000. Abolishment of the Code Enforcement Board would eliminate an unnecessary layer of bureaucracy and eliminate the administrative burden on the Department Head of providing notice, processing paperwork and managing a board.

RECOMMENDATION:

Abolish the Code Enforcement Board and transfer the powers and duties to a Special Magistrate.

ALTERNATIVES:

Retain the current system with the Code Enforcement Board remaining in place.

RESPONSIBLE STAFF:

James M. Messer, City Attorney

COORDINATED WITH:

Nicholas, C. Mimms, P.E., City Manager
Peggy Arraiz, Code Compliance Manager

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
Account: TBD
Amount: TBD
OTHER INFORMATION:
Financial impact to be determined.

Attachments

Ord. No. 17-017 Abolishing Code Enforcement Board
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: 05/16/2017

ORDINANCE NO. 17-017

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES, CHAPTER 2, ARTICLE XIII AND CHAPTER 2, ARTICLE XIII.5 SECTION 2-253 BY ABOLISHING THE FORT PIERCE MUNICIPAL CODE ENFORCEMENT BOARD, TRANSFERRING ALL DUTIES OF THE CODE ENFORCEMENT BOARD TO THE SPECIAL MAGISTRATE, AND DELETING REFERENCES THEREIN TO THE CODE ENFORCEMENT BOARD; REPEALING CHAPTER 2, ARTICLE XIII.5 SECTION 2-253.5; AMENDING CHAPTER 2, ARTICLE XX, SECTION 2-331; CHAPTER 8.5, ARTICLE III, SECTION 8.5-48; CHAPTER 9, ARTICLE XIII, SECTION 9-371(a); CHAPTER 11.5, ARTICLE I, SECTION 11.5-6; CHAPTER 11.5, ARTICLE II, SECTIONS 11.5-28(b) AND 11.5-29; CHAPTER 16, ARTICLE III, SECTIONS 16-51, 16-54, AND 16-55(b); CHAPTER 22, ARTICLE XII, DIVISION 1, SECTION 22-181; AND CHAPTER 23, ARTICLE VII, DIVISION 3, SECTION 23-119(c) BY DELETING REFERENCES TO THE CODE ENFORCEMENT BOARD AND SUBSTITUTING SPECIAL MAGISTRATE; AMENDING CHAPTER 7, ARTICLE III, SECTION 7-33; CHAPTER 9, ARTICLE II, SECTION 9-27(c); CHAPTER 10, ARTICLE III, SECTIONS 10-305(a)(11), 10-306(b), 10-307(d), 10-307(f); AND CHAPTER 17, ARTICLE III, SECTION 17-60 BY DELETING REFERENCES TO THE CODE ENFORCEMENT BOARD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Fort Pierce, Florida established the Fort Pierce municipal code enforcement board; and

WHEREAS, the City of Fort Pierce, Florida has also utilized two special magistrates to preside over municipal code enforcement hearings since 2000; and

WHEREAS, municipal code enforcement hearings are complex because of the nature and variety of laws that must be applied in order to resolve complicated factual scenarios; and

WHEREAS, quasi-judicial matters are better handled by special magistrates; because special magistrates as attorneys have legal expertise and background giving them a better understanding of legal issues and procedural matters relating thereto; and

WHEREAS, special magistrates because of their legal training and expertise in the disposition of quasi-judicial hearings create a complete and accurate record of the proceedings; and

WHEREAS, the City of Fort Pierce, Florida desires to abolish the municipal code enforcement board and utilize special magistrates to conduct municipal code enforcement hearings.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. That chapter 2, article XIII of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

ARTICLE XIII. - MUNICIPAL CODE ENFORCEMENT ~~BOARD~~

Sec. 2-240. - Short title.

This article shall be known as the "City of Fort Pierce Municipal Code Enforcement ~~Board~~ Ordinance."

Sec. 2-241. - Intent.

(a) The position of the City of Fort Pierce code enforcement special magistrate exists~~It is the intent of this article~~ to promote, protect and improve the health, safety and welfare of the citizens of the city by providing an equitable, expeditious, effective and inexpensive method of enforcing the technical codes in force in the city, including, but not limited to, occupational license, fire, building, zoning, and sign codes.

(b) The City of Fort Pierce code enforcement board is abolished. However, all prior actions, orders and liens imposed by the code enforcement board shall remain in full force and effect.

Sec. 2-242. - Definitions.

For the purposes of this article:

Code inspector means any authorized agent or employee of the municipality whose duty it is to ensure code compliance.

~~*Enforcement board* means the code enforcement board.~~

Local governing body means the legislative body of the municipality.

Local governing body attorney means the legal counselor for the municipality.

Special Magistrate means an attorney and member of the Florida Bar who shall be appointed by the city commission for a term of two (2) years to preside over code enforcement matters and who may be discharged by the city commission at its discretion, with or without cause.

Sec. 2-243. – ~~Organization~~Special Magistrate.

Pursuant to F.S. § 162.03, the local governing body adopts a code enforcement system that gives the office of the special magistrate the authority to hold hearings and assess fines against violators of the codes and ordinances of the city. The special magistrate shall have the jurisdiction and authority to hear and to decide alleged violations of the codes and ordinances of the city, and exercise the powers of a code enforcement board as provided in F.S. ch. 162, and this Code.

~~(a) *Membership—Appointment; qualifications.* The local governing body may appoint a seven-member code enforcement board and legal counsel for the enforcement board. Members of the enforcement board shall be residents of the municipality. Appointments shall be made in accordance with the city charter on the basis of experience or interest in the fields of zoning and~~

~~building control. The membership of the enforcement board shall, whenever possible, include an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.~~

~~(b) *Same—Terms, vacancies, removal.* The initial appointments to the enforcement board shall be as follows:~~

~~(1)Two (2) members appointed for a term of one (1) year;~~
~~(2)Three (3) members appointed for a term of two (2) years;~~
~~(3)Two (2) members appointed for a term of three (3) years;~~
~~(4)One (1) alternate member for a term of three (3) years.~~

~~Thereafter, all appointments shall be made for a term of three (3) years. A member may be reappointed for any number of successive terms upon approval of the local governing body. Appointments to fill any vacancy on the enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two (2) out of three (3) successive meetings without cause and without prior approval of the chairman, the board shall declare the member's office vacant, and the local governing body shall promptly fill such vacancy. The members shall serve in accordance with the ordinances of the local governing body and may be suspended and removed for cause, as provided in such ordinances for removal of members of boards.~~

~~(c) *Chairman, quorum, compensation, expenses.* The members of the enforcement board shall elect a chairman from among its members. The presence of four (4) or more members shall constitute a quorum of the enforcement board. Members of the enforcement board shall each receive compensation in the amount of ten dollars ($10.00) per month, contingent upon attendance at a minimum of one meeting per month, payable on a quarterly basis. Responsibility for reporting attendance to receive compensation shall be placed with the board's staff coordinator. Members may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the local governing body or as otherwise provided by law.~~

~~(d) *Local governing body attorney.* The local governing body attorney shall either be counsel to the code enforcement board or shall represent the city by presenting cases before the board; but in no case shall the local governing body attorney serve in both capacities.~~

Sec. 2-244. - Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no ~~member of the board~~ special magistrate shall have the power to initiate such enforcement proceedings.

(b) Except as provided in subsection (c), if a violation of the codes is found, the code inspector shall notify the violator and give him such violator a reasonable time to correct the violation. The notice shall be in writing, delivered either through regular mail or by hand delivery of the code inspector. Should the violation continue beyond the time specified for correction, the code inspector shall notify the ~~enforcement board~~ special magistrate and request a hearing pursuant to the procedure in section 2-245. Written notice shall be mailed to said violator as provided in this article.

(c) If the code inspector has reason to believe a violation presents a serious threat to the public health, safety and welfare, the code inspector may proceed directly to the procedure in section 2-245 without notifying the violator.

Sec. 2-245. - Conduct of hearing.

(a) The ~~chairman of the enforcement board~~ special magistrate may call code enforcement hearings ~~of the enforcement board; hearings may also be called~~

~~by written notice signed by at least three (3) members of the enforcement board~~. The ~~enforcement board~~ special magistrate at any hearing may set a future hearing date. The ~~enforcement board~~ special magistrate shall attempt to ~~convene~~ hold a hearing no less frequently than once every two (2) months, but ~~it~~ the special magistrate may ~~meet~~ hold a hearing more or less often as the demand necessitates. Minutes shall be kept of all hearings by the ~~enforcement board~~ special magistrate, and all hearings and proceedings shall be open to the public. The local governing body shall provide clerical and administrative personnel as may be reasonably required by the ~~enforcement board~~ special magistrate for the proper performance of ~~its~~ the special magistrate's duties.

(b) Each case before the ~~enforcement board~~ special magistrate shall be presented by either the local governing body attorney or by a member of the administrative staff of the local governing body.

(c) The ~~enforcement board~~ special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The ~~enforcement board~~ special magistrate shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings.

(d) At the conclusion of the hearing, the ~~enforcement board~~ special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with powers granted in this article. ~~The finding shall be by motion approved by a majority of those present and voting, except that at least four (4) members of the enforcement board must vote for the action to be official.~~

Sec. 2-246. - Powers.

The ~~enforcement board~~ special magistrate shall have the power to:

(1) Adopt rules for the conduct of ~~its~~ special magistrate hearings;

(2) Subpoena alleged violators and witnesses to ~~its~~ special magistrate hearings. Subpoenas may be served by the sheriff of the county, code inspector, or by any other person designated by the city commission;

(3) Subpoena evidence;

(4) Take testimony under oath;

(5) Issue orders having the force of law, commanding whatever steps are necessary to bring a violation into compliance.

Sec. 2-247. - Administrative fines; liens.

The ~~enforcement board~~ special magistrate, upon notification by the code inspector that a previous order of the ~~enforcement board~~ special magistrate has not been complied with by the set time, may order the violator to pay a fine not to exceed two hundred fifty dollars ($250.00) for each day the violation continues past the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists or, if the violator does not own the land, upon any other real or personal property owned by the violator and may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed otherwise to be a judgment of a court except for enforcement purposes. After one year from the filing of any such lien which remains unpaid, the ~~enforcement board~~ special magistrate may authorize the city attorney to foreclose on the lien.

Sec. 2-248. - Duration of lien.

No lien provided by this article shall continue for a period longer than twenty (20) years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Sec. 2-249. - Appeals.

An aggrieved party, including the local governing body, may appeal a final administrative order of the ~~enforcement board~~ special magistrate to the circuit court. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

Sec. 2-250. - Notices.

All notices required by this article except as otherwise provided, shall be by certified mail, return receipt requested, or where mail would not be effective, by hand delivery by the code inspector.

Sec. 2-251. - Provisions of article supplemental.

Nothing contained in this article shall prohibit the city commission from enforcing its codes by any other means. It is the legislative intent of this article to provide an additional or supplemental means of obtaining compliance with local codes.

SECTION 2. That chapter 2, article XIII.5, section 2-253 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-253. - Definitions.

Citation means the notice issued by a code enforcement officer in a form prescribed by the city and shall contain:

(1) The date and time of issuance.

(2) The name and address of the person to whom the citation is issued.

(3) The date and time the civil infraction was committed.

(4) The facts constituting reasonable cause.

(5) The number or section of the code or ordinance violated.

(6) The name and authority of the code enforcement officer.

(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.

(8) The applicable civil penalty if the person elects to contest the citation.

(9) The applicable civil penalty if the person elects not to contest the citation.

(10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest

the citation and that, in such case, judgment may be entered against that person for an amount up to the maximum civil penalty.

Code enforcement officer means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city, and may include code inspectors, building inspectors, law enforcement officers and animal control officers. The training and qualifications of the employees or agent shall be determined by the city.

Person means any natural person, firm, co-partnership, association, or corporations, or individual acting on behalf of or employed by a business. If other than a natural person, the citation shall be issued in the name of an individual who is an officer, director, or partner of the firm, co-partnership, association, or corporation.

Special magistrate ~~means an attorney and member of the Florida Bar who shall be appointed by the city commission for a term of two (2) years to preside over code enforcement matters from time to time as necessary and who may be discharged by the commission at its discretion, with or without cause. The special magistrate shall have the same jurisdiction and authority of the code enforcement board to hear and to decide any alleged violations of the codes and ordinances of the city and as same may be amended from time to time~~ shall have the meaning set forth in section 2-242 of this Code.

SECTION 3. That chapter 2, article XIII.5, section 2-253.5 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby repealed so that the same shall read as follows:

Sec. 2-253.5. - ~~Proceedings before special magistrate~~Reserved.

~~The department of code enforcement is authorized in its discretion, to refer enforcement proceedings, otherwise subject to chapter 2, article XIII, to a special magistrate, whose proceedings shall be subject to the provisions of article XIII. The special magistrate shall have the same status as the code enforcement board and references in this Code to the enforcement board shall include and apply to the special magistrate where context permits. The city attorney or designee shall represent the city by presenting those certain cases designated for hearing before the special magistrate.~~

SECTION 4. That chapter 2, article XX, section 2-331 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-331. - Dead or diseased tree removal on private property.

The city shall have the right to cause the removal of any dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to the other trees within the city. The city tree board will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty (60) days after the date of service of notice. In the event of failure of the owners to comply with such provisions, the city tree board shall forward the matter to the ~~code enforcement board~~ special magistrate for appropriate action.

SECTION 5. That chapter 7, article III, section 7-33 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 7-33. - Enforcement and penalties.

Provisions of this Article may be enforced by the city as a civil violation pursuant to chapter 2, article XIII, ~~whether any such proceeding is before the code enforcement board or special magistrate,~~ or chapter 2, article XIII.5 (Supplemental

Municipal Code Enforcement Procedures), or may be enforced by the police department as a misdemeanor, pursuant to F.S. §162.22.

SECTION 6. That chapter 8.5, article III, section 8.5-48 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 8.5-48. - Penalty and enforcement.

Any person who violates any provisions of this article shall, upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the county jail not to exceed sixty (60) days or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate violation. This article shall also be subject to enforcement by the Local Government Code Enforcement Board's Act, Chapter 162, Florida Statutes, as amended, through the city ~~code enforcement board~~ special magistrate. Enforcement may also be by suit for declaratory, injunctive or other appropriate relief in a court of competent jurisdiction.

SECTION 7. That chapter 9, article II, section 9-27(c) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 9-27. - Delinquent business tax receipt; doing business without a receipt; receipt obtained by fraud; enforcement.

(c) In addition to the foregoing penalties, any person engaged in any trade, business, profession or occupation within the city without a receipt, or under a receipt issued upon false statement made by said person or in his behalf, shall be subject to prosecution and upon conviction thereof shall be punished as provided by section 1-5 of this Code, or may alternatively be prosecuted pursuant to Chapter ~~5~~2, Article XIII (Municipal Code Enforcement ~~Board~~) or Chapter 2, Article XIII.5 (Supplemental Municipal Code Enforcement Procedures). Upon a finding of violation, all utility services to the premises occupied by the business, occupation or profession shall be immediately discontinued until the violator is eligible for and receives a business tax receipt. Any notification that a violation of this section is being charged shall include this statement: "In the event you are found in violation of section 9-27(b) for doing business without a business tax receipt, all utility services to the business premises will be suspended while the violation continues."

SECTION 8. That chapter 9, article XIII, section 9-371(a) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 9-371. - Penalties.

(a) Violation of any of the sections of this article is subject to the powers of the ~~code enforcement board~~ special magistrate.

SECTION 9. That chapter 10, article III, sections 10-305(a)(11), 10-306(b), 10-307(d), and 10-307(f) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 10-305. - Owner responsibility; defenses.

(a)(11) There exists any other valid defense why the violation notice should be voided, dismissed, or excused as found by the ~~code enforcement board or~~ special magistrate after an appeal hearing.

Sec. 10-306. - Enforcement.

(b) *Jurisdiction.* Jurisdiction over violations of Section 10-302 and appeals of violation notices issued for such violations shall be vested in the ~~code enforcement board and~~ special magistrates of the city pursuant to Chapter 2 of this Code and not in the county court.

Sec. 10-307. - Rights of owner; appeal hearings.

(d) *Conduct of hearings; orders.* The hearing shall be conducted by the ~~code enforcement board or~~ special magistrate and appropriate orders entered pursuant to Chapter 2 of this Code.

(f) *Findings after hearing; penalties and costs.* If, after the hearing, the ~~code enforcement board or~~ special magistrate finds that the violation occurred and that the owner is responsible pursuant to this article, the civil penalty in the amount specified on the violation notice shall be assessed against the owner, plus the costs of the administrative hearing and the costs of enforcement. The owner shall not be liable for the payment of any civil penalty or costs if the finding is that the violation did not occur or that a valid defense to the violation exists.

SECTION 10. That chapter 11.5, article I, section 11.5-6 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 11.5-6. - Enforcement.

The provisions of this chapter may be enforced by:

(a) A suit brought by the city commission in the circuit court to restrain, enjoin or prevent a violation of this chapter; or

(b) Enforcement proceedings by the city ~~code enforcement board~~ special magistrate; or

(c) Criminal prosecution as provided by the Florida Statutes.

SECTION 11. That chapter 11.5, article II, sections 11.5-28(b) and 11.5-29 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 11.5-28. - Suspension and revocation of permits.

(b) *Suspension for violation of building, fire, health or zoning provision, code, ordinance or regulation.* In the event a permittee is found, pursuant to section 11.5-7, to be in violation of a building, fire, health or zoning provision, code, ordinance or regulation, whether federal, state or local, including section 11.5-40 of this chapter, and such permittee fails to cure the violation within such time as might be specified by the ~~code enforcement board~~ special magistrate or court, the department shall promptly notify the permittee that the permit is suspended, such suspension to remain in effect until the department determines that the violation has been corrected.

Sec. 11.5-29. - Suspension and revocation proceedings.

(a) *Challenge to suspension or revocation.* If the department notifies a permittee in writing of the suspension or revocation of a permit, then in such event the suspension or revocation shall become final and effective twenty (20) days after mailing to the permittee's record address, or fifteen (15) days after actual delivery of the notice to the permittee, unless prior to the expiration of such period the permittee files with the department a written response stating the reasons why the suspension or revocation is alleged to be an error or inappropriate and files a written notice of intent to challenge the suspension or revocation with request for a hearing.

(b) *Hearing on suspension or revocation.* When a permittee files a written response and notice of intent to challenge a suspension or revocation, then a public hearing to determine if the suspension or revocation will become

effective and final shall be held before the ~~code enforcement board~~ special magistrate in accordance with section 2-245. The permittee shall be given reasonable notice of such hearing and appeal may be made from the ~~board's~~ special magistrate's decision, in accordance with section 2-249.

(c) *Effective date of suspension or revocation.* The suspension or revocation of a permit shall take effect:

(1) After the period has elapsed which was available to file a notice of challenge with the department, in the event such notice was not filed; or

(2) The day following entry of a written order by the ~~board of code enforcement~~ special magistrate denying the challenge but such suspension or revocation shall be abated during any appeal from the ~~board's~~ special magistrate's decision.

(d) *Effect of final revocation.* If a permit is revoked, the permittee of the adult entertainment establishment shall not be allowed to obtain another adult entertainment permit for a period of one year, and no adult entertainment permit shall be issued to any other person for the location upon which the adult entertainment establishment was situated.

SECTION 12. That chapter 16, article III, sections 16-51, 16-54, and 16-55(b) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 16-51. - Removal and disposition of motor vehicles.

In the event a motor vehicle is declared by the department to be a nuisance in violation of this article, upon notice as provided by section 16-49, and upon an interested party's failure to timely request a hearing before the ~~code enforcement board~~ special magistrate then, in such event, the department may elect, in lieu of exercising procedures specified in section 16-50, to notify the police department. The police department shall then assign a tow truck operator to remove the vehicle all within the manner provided for by Chapter 9, Article IX (sections 9-301 through 9-310), the provisions of which are incorporated within, and adopted for this article.

Sec. 16-54. - Penalties.

Any person who has violated or who has been cited for violation of any of the provisions of this article shall be subject, in addition to the provisions of this article, to all provisions regarding enforcement of Ordinances contained in this Code including, but not limited to, reference of the violator to the ~~code enforcement board~~ special magistrate.

Sec. 16-55. - Enforcement of lien.

(b) After abatement of the nuisance, the department shall certify to the director of finance the expense incurred in abating the nuisance and shall include copies of all notices above described and a copy of any order entered by the ~~code enforcement board~~ special magistrate, whereupon such expense shall become payable within thirty (30) days, after which a special assessment lien and charge will be made upon the property, which shall be payable with interest at the rate of six per cent (6%) per annum from the date of such certification until paid. There shall be included in such assessment an additional charge amounting of one hundred dollars ($100.00) for administrative costs incurred by the city.

SECTION 13. That chapter 17, article III, section 17-60 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 17-60. - Enforcement remedies.

(a) In addition to any other remedies available at law or equity or provided in this article, the city, at its option, may apply any one or combination of the following remedies in the event that a permit applicant, permit holder, or any other person violates this article, or applicable local law or order related to use of any site for dredge material storage. In determining which remedy or remedies are appropriate, the city shall take into consideration the nature of the violation, the person or persons bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the city determines are appropriate to the public interest.

(b) Failure to comply with the provisions of this article or other law applicable may result in imposition of penalties to the city in an amount of not less than one hundred dollars ($100.00) per day or part thereof that the violation continues.

(c) Before imposing a fine pursuant to this section, the city engineer or designee shall give written notice of the violation and the intention of the city to assess such penalties, which notice shall contain a description of the alleged violation. Notice shall be by regular U.S. mail or by hand delivery. Following receipt of such notice, the person committing the violation shall have thirty (30) days to either:

(1) Cure the violation to the city's satisfaction; or

(2) File a written appeal with the city ~~code enforcement board or~~ special ~~master~~ magistrate to contest the alleged violation.

(d) Upon receipt of the written appeal, or the violator's failure to cure the violation, the city engineer or designee shall place the matter ~~on the city code enforcement board agenda, or~~ before a special ~~master~~ magistrate, for consideration within forty-five (45) days.

(e) Any violation that is not cured within that thirty-day period, shall accrue fines as provided herein, beginning with the first day of the violation, through any means allowed by law.

(f) In the event that the city engineer or his designee has reason to believe that a violation of this article presents a serious threat to the public health, safety, welfare the city engineer or his designee may directly refer the matter to ~~the code enforcement board or~~ any special ~~master~~ magistrate appointed by the city commission.

(g) Failure of the city to enforce any requirements of this article shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

(h) In any proceeding before the city regarding performance of obligations pursuant to this article, opportunity shall be afforded to provide such information as may be relevant concerning compliance with the terms and conditions of this article.

(i) After hearing any matter relating to violations of this article the ~~code enforcement board or~~ special ~~master~~ magistrate shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with this article and the powers granted under state and local law.

(j) Any officer who has probable cause to believe that any person has committed a violation of any kind, or any part of this article is hereby authorized to issue a citation to that person, as set forth in section 2-269 and the county court in and for St. Lucie County will hear the charge. Such citation for violation shall

be a civil infraction with a maximum civil penalty of five hundred dollars ($500.00) per violation. The form of written citation issued shall be in a form prescribed by the city commission or by administrative order of the chief judge of the nineteenth judicial circuit.

SECTION 14. That chapter 22, article XII, division 1, section 22-181 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 22-181. - Enforcement.

After the twenty-four-month establishment period for landscaping subject to section 22-180, the city will inspect the required landscaping and maintenance at least one time a year. Maintenance shall include the replacement of all unhealthy/dead material within thirty (30) days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the ~~code enforcement board~~ special magistrate for appropriate action. The thirty-day rule for compliance may be extended when necessary, by the city manager to permit recovery from acts of nature such as a hurricane or freeze.

SECTION 15. That chapter 23, article VII, division 3, section 23-119(c) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 23-119. - Revocation.

(c) Proceedings under this section may also be initiated following a finding by the ~~code enforcement board~~ special magistrate that a housing code violation has occurred. The historic preservation board shall provide notice to the current owner of record to the property and hold a hearing in the same manner as in a review of a certificate of appropriateness as specified in article VI.

SECTION 16. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 17. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 18. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

James M. Messer, Esq., City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.17-017 was duly advertised by title only in the St. Lucie News Tribune on April 7, 2017; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on April 17, 2017; and was duly introduced, read by title only, and passed on second and final reading May 1, 2017 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ____ day of May, 2017.

_____

MAYOR COMMISSIONER

_____

CITY CLERK

(CITY SEAL)

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

APR 12 2017
FINANCE

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

_____, who is

Sherri Cipriani

(X) personally known to me or

( ) who has produced _____ as identification.

_____

Linda Joyce Klein Notary Public

LINDA JOYCE KLEIN
Notary Public - State of Florida
Commission # GG 081422
My Comm. Expires Mar 9, 2021
Bonded through National Notary Assn.

Ad Number: 1560325 Advertiser: City of Fort Pierce
Insertion Number: N/A Agency: N/A
Size: 1 Col x 120 ag Section-Page-Zone(s): E-6-All
Color Type: N/A Description: Meetings: ORD 17-017

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
Friday, April 07, 2017

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 setback by the shed on the 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, no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the County Administrator at (772) 221-2360, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. This notification can be reproduced in an alternative format upon request by contacting the Office of the ADA Coordinator at (772) 221-1396. Persons using a TDD device, please call 711 Florida Relay Services.

When attending a public hearing, a member of the public may speak during the public comment portion of the public hearing. A person may also participate in the public meeting as an Intervenor. An intervenor may ask questions of the staff, applicant and give testimony on the subject of the public hearing. In order to be an intervenor, a person must qualify to receive mailed notice of the subject application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an intervenor must file a form of intent with the County Administrator not less than 7 days prior to the BOZA meeting. No fee will be assessed on intervenor. If the intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Nicki van Vonno, Growth Management Director, (e-mail: nikkiv@martin.fl.us) or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department.

THIS NOTICE DATED THIS 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 U.S. Highway #1, Fort Pierce, Florida; said ordinance entitled:

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(G) 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.

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 hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Linda W. Cox, City Clerk
Pub: 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-XX, which, if adopted, would amend and restate Article III, Chapter 24 (Fire Protection) of the St. Lucie County Code and Compiled Laws by amending Section 24-55 (Computation of the Amount of Fire/EMS Protection Impact Fee) to adjust the amount of the fees as recommended in the October 4, 2016 Updated Technical Memorandum prepared by Dr. James C. Nicholas, and Section 24-62(a) (Use of Funds) to incorporate the October 4, 2016 Updated Technical Memorandum. The second of two public hearings will be held before the St. Lucie County 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 Annex, Third Floor, 2300 Virginia Avenue, Fort Pierce, Florida. The first public hearing was held on April 4, 2017. The hearing may be continued from time to time as may be necessary. Matters affecting your personal and property rights may be heard and acted upon. All interested persons are invited to attend and be heard. Written comments received in advance of the public hearing will also be heard. The St. Lucie County Board of County Commissioners has the power to review, approve, modify or deny any ordinance within their area of responsibility. If it becomes necessary, a public hearing may be continued to a date certain.

Copies of the proposed ordinance may be obtained from the County Attorney's Office, St. Lucie County Administration Building Annex, 2300 Virginia Avenue, Fort Pierce, Florida, 34982. Amendments to the Ordinance may be made at the public hearing.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, commission, agency, council or advisory group, that person will need a record of the proceedings and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based. Upon the request of any party to the proceedings, individuals testifying during a hearing will be sworn in. Any party to the proceeding will be granted an opportunity to cross-examine any individual testifying during a hearing upon request.

Anyone with a disability requiring accommodation to attend this meeting should contact George Landry, Risk Manager, at (772) 462-1783, or T.D.D. (772) 462-1428, at least forty-eight (48) hours prior to the meeting.

The title of the proposed ordinance is:

ORDINANCE
AN ORDINANCE AMENDING ARTICLE III, CHAPTER 24, FIRE/EMS PROTECTION IMPACT FEE, ST. LUCIE COUNTY CODE AND COMPILED LAWS BY AMENDING SECTION 24-55, COMPUTATION OF THE AMOUNT OF FIRE/EMS PROTECTION IMPACT FEES TO ADJUST THE FEES; AMENDING SECTION 24-62(a), USE OF FUNDS, TO INCORPORATE THE UPDATED TECHNICAL MEMORANDUM DATED OCTOBER 4, 2016 PREPARED BY JAMES C. NICHOLAS, PH.D. AND SECTION 24-62(a) (USE OF FUNDS) TO INCORPORATE THE OCTOBER 4, 2016 UPDATED TECHNICAL MEMORANDUM; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE AND THE DEPARTMENT OF REVENUE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR ADOPTION; 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 (Ft. Pierce, Florida) to acquire by merger Jefferson Bank of Florida (Oldsmar, Florida). The main office of Harbor Community Bank, as the resulting bank of the transaction, will be located in Ft. Pierce, Florida. It is contemplated that the main offices and branch offices of the above-named banks will continue to operate. These applications are being made pursuant to the Bank Merger Act at 12 U.S.C. § 1828(c) and applicable laws and regulations in the state of Florida. Any person wishing to comment on these applications may file his or her comments with the regional director of the Federal Deposit Insurance Corporation at the appropriate FDIC office (Regional Director Michael Dean, 10 Tenth Street, NW, Suite 800, Atlanta, Georgia 30309-3849) not later than April 25, 2017. The non-confidential portions of the applications are on file at the appropriate FDIC office and are available for public inspection during regular business hours. Photocopies of the nonconfidential portion of the application file will be made available upon request. Copies of comments submitted to the FDIC may also be provided to the Florida Office of Financial Regulation, Division of Financial Institutions (200 East Gaines Street, Tallahassee, Florida 32399).

Pub: April 7, 20, 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, 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-ftpierce.com or on the web site of DemandStar.com (www.demandstar.com) and the City of Fort Pierce Purchasing web site (www.cityoffortpiere.com).

The City of Fort Pierce encourages Minority/Women Business Enterprise participation.

CITY OF FORT PIERCE
Gelencia 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

Rennick REALTORS & AUCTIONEERS AB1178 AU1178

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

Rennick REALTORS & AUCTIONEERS AB1178 AU1178

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 AB1178 AU1178

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 bedroom 2.5 bathroom, loft, 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 Mel-Ry Realty Group Christine Matos (772)215-3586

Condos-Unfurn

ST. LUCIE WEST - Delightful location, near lake, shopping, I-95. 2/2. $98,500 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 bathrms, new flrs, fresh paint. Steps to pool. clubhouse. $99,000. Rob 631-880-1074 WEB ID 1530167

VERO BEACH Lake In Woods, 1st flr, updated 2/2, new a/c. Reduced to $81K. 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. Adele 203-570-8801 WEBID 1550322

Farms & Acreage

NORTH FLORIDA LAND 3,110 acres in Jefferson County, Wooded with ponds ideal for fishing and hunting $795/acre. Contact Pat Duane at 352-867-8018

Manufactured Homes

FORT PIERCE - 2BD/2BA, Florida rm, glass screened rm, stone patio on lake. $19,000, 772-465-3094 Web Id 1547769

FORT PIERCE - Golden Ponds Furn 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

Ft Pierce Tanglewood Mobile Home Sales Inc. Brand New 2017 3/2 16'x66' Newly Renov 1996 3/2 16'x66' Call **772-882-0237** for pricing. Inhouse Finc Avail to Qual buyers;All age Family Comm **www.TanglewoodMHP.com**

HOBE SOUND 8294 SE Sandy Lane. 3/2 Doublewide, updated kitchen, inside laundry rm, Fl rm, carport, inc all 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 Credit ok. Only requires 10% down.Close10 days. Large 3/3.5/2, 18' ceilings in great room w/fireplace. Corner lot. $200,000 Approx $1,360 month. 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: $615,00.00. **Open House: call 772-463 9424** WEB ID 1544639

Real Estate Rentals

Apartments - Furnished

FORT PIERCE - Large 1 bdrm/LR combo. Seperate Kitchen and Bathroom. Furnished. all utils. Satellite TV. Great Location. Lease required. No pets, Call 772-971-3852 Web ID 1552792

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 $75 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 Dr., No Smoking.772-321-3202 WEB ID 1554605

Apartments - Unfurn.

FORT PIERCE
1BR/1BA 2BR/2.5BA
www.CortezVillage.net
(772) 466-1505
WEB ID 1518308

STUART - France Apts.524 SW St. Lucie Cresent, 1/1 call Sue First & Security 772-208-7056 WEB ID 1537119

WHITE CITY
Townhome Community
2 Bedroom, Pool
772-466-0091
www.Weatherbee Townhomes.net
WEB ID 1518313

Homes Unfurnished

PALM CITY - Martin Downs Crane Creek, 3/2/1 car, new appl, no smoking, $1700/mo Deposit, FLS (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 H20, No pets. $1400/mo, F&S (772)336-3631 WEB ID 1533869

VERO BEACH - Kings Lake 3BD/3BA/2CG, 2100 sf, approx 1/2 acre lot, all appls incl W/D, new carpeting, $1600mo incl lawn srvc. (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 1557372

Condos Furnished

STUART - South River 1/1, W/D, covered parking. 1st floor. Near pool + clubhouse $5+. No pets. No smoking. $800 mo. yearly lease. 772-286-5458 WEB ID 1540798

VERO BEACH - DelMar, Ocean Front Complex, OFF SEASON RENTAL, 2/2, 55+, Immac. 3/mo min. No pets/smoke, upgraded, available April 15th- Nov. negotiable call or text 772-321-7707 # 1546138

Transportation

TCPALM Localfieds Where local meets classifieds

Place your ad with us. Call 1-877-2472407

Transportation

Auto Dealer Directory

WALLACE CADILLAC
3555 SE Federal Hwy., Stuart
877-606-0562

WALLACE CHEVROLET
2650 SE Federal
Hwy Stuart
772-287-3232

Auto Dealer Directory

WALLACE CHRYSLER
2755 SE Federal
Highway, Stuart
772-229-3600

GATOR CHRYSLER DODGE JEEP
Drive A Little • Save A Lot
US-1, Melbourne
gatorchrysler.net
(321)724-6611

Buy and sell autos fast! TCPALM Localfieds

Auto Dealer Directory

VERO BEACH CHRYSLER
855 S US 1
800-375-2966
verobeachcjd.com

WALLACE DODGE
2755 SE Federal
Highway, Stuart
772-220-3600

VELDE FORD
velde-ford.com
488 US Hwy 1
VERO BEACH
772-569-3400

Auto Dealer Directory

WALLACE HYUNDAI
3801 SE Federal
Hwy., Stuart
772-283-6000

WALLACE JEEP
2755 SE Federal Highway,
Stuart **772-220-3600**

VERO BEACH JEEP
855 S. US ONE
800-375-2966
verobeachcjd.com

Auto Dealer Directory

WALLACE LINCOLN MERCURY
5555 South US 1 Ft. Pierce
1-800-329-6060

WALLACE MAZDA
3725 SE Federal
Hwy., Stuart
800-375-1999

WALLACE NISSAN
4313 SE Federal Hwy.,
Stuart
772-286-8000

Auto Dealer Directory

GRIECO NISSAN
Sales/Service
4815 S US 1
1-888-728-4235
GriecoNissan.com
(772)464-4645.

WALLACE VOLKSWAGEN
2805 SE Federal Highway,
Stuart
772-219-0007

WALLACE VOLVO
3801 SE Federal Hwy., Stuart
866-263-4201

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 it 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: Approximately15 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: Approximately15 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.d.**

Meeting Date: 06/05/2017

Re: Sign Ordinance Amendments

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

SUBJECT:

Legislative Hearing - Ordinance No. 17-019 Amending Chapter 15 - Signs and Billboards FIRST READING

SUMMARY:

A recent decision of the United State Supreme Court mandated that all ordinances regulating signs must be "content neutral". The proposed amendments remove or amend all content based regulations and regulate strictly based upon type, size, placement and zone.

RECOMMENDATION:

Approve the proposed amendments as presented.

ALTERNATIVES:

Deny the proposed amendment in its entirety.
Recommend additional amendments.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Planning Department staff
Building Department staff
Iola Mosley, Assistance City Attorney

Fiscal Impact

OTHER INFORMATION:

None

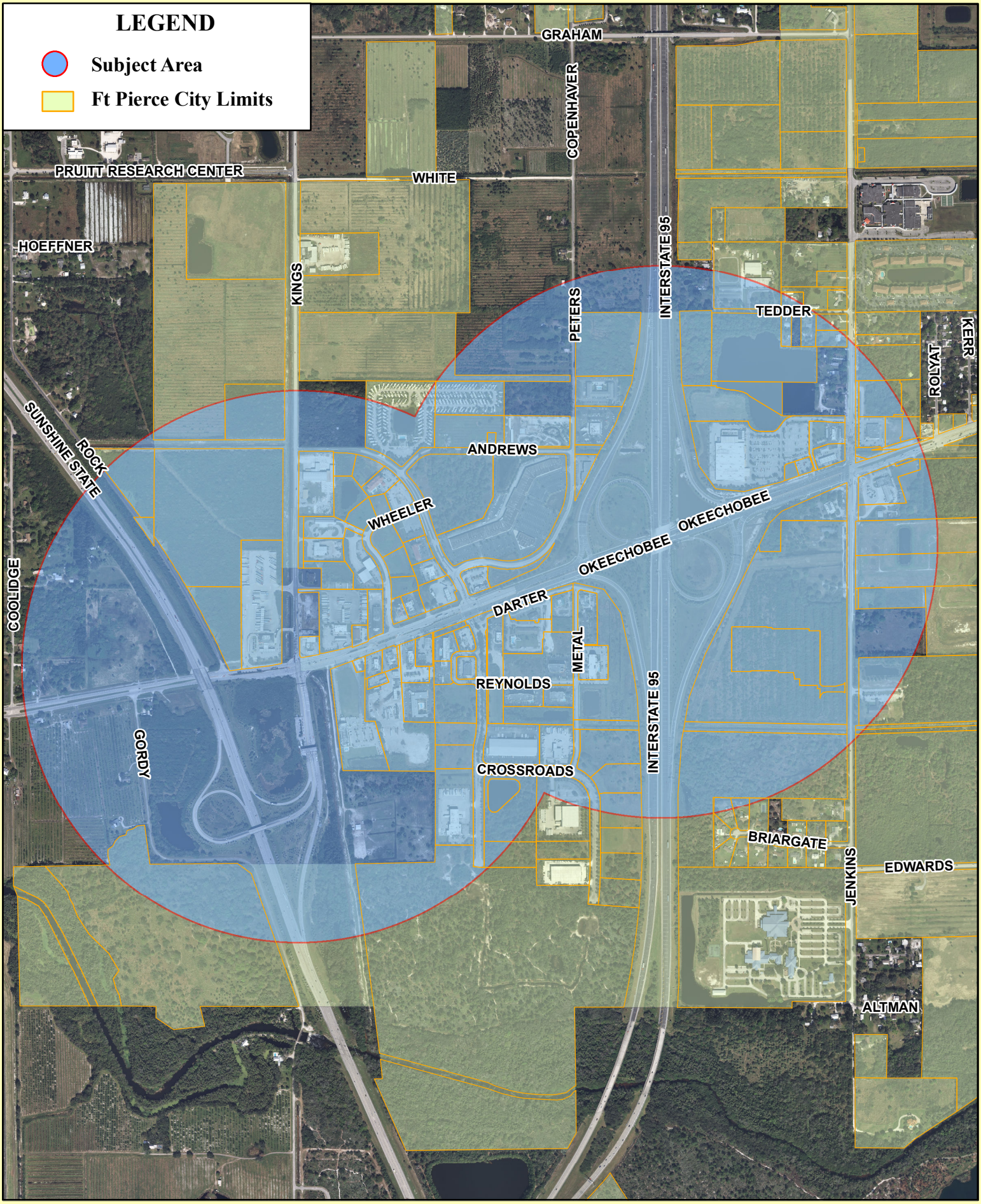
Attachments

Map of Interchange District
17-019

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:40 AM

Form Started By: Peggy Arraiz Started On: 05/05/2017 09:43 AM
Final Approval Date: 05/30/2017



This map is a conceptual tool utilized for project development only. Though the information provided by this map is accepted to be accurate for the City's administrative purposes, it is not to be used for technical purposes. Any information, including but not limited to software and data, received from the City of Ft Pierce in fulfillment of a public records request is provided "AS IS" without warranty of any kind. Any information provided by this map to be used for purposes other than reference must be confirmed by field survey. Aerial photo taken January 2016.

TEMPORARY SIGNS

APRIL 2017

N W E S

ORDINANCE NO. 17-019

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 15 – SIGNS AND BILLBOARDS** BY AMENDING SEC. 15-1 – DEFINITION; 15-2 – PURPOSE AND INTENT; AMENDING SEC. 15-3 – ADMINISTRATION AND ENFORCEMENT; AMENDING SEC. 15-4 – NONCONFORMING SIGNS; AMENDING SEC. 15-5 – PROHIBITED SIGNS OR SIGN CHARACTERISTICS; AMENDING SEC. 15-6 – REGULATION; DELETING SEC. 15-7 – PERMITTED TEMPORARY SIGNS; AMENDING SEC. 15-8 – PERMITTED PERMANENT SIGNS; AMENDING SEC. 15-9 – PERMIT PROCEDURES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the regulations of buildings and structures through zoning is a valid use of the police power; and

WHEREAS, the regulation of signs is validly justified on the basis of conserving the value of property and encouraging the most appropriate use of land throughout the community; and

WHEREAS, it is the intent of the City Commission of the City of Fort Pierce to protect and preserve the aesthetic qualities of the community, and the health welfare and safety of the citizens by regulating the placement, installation, size and maintenance of signs.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 15 – Signs and Billboards of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended so that the same shall read thereinafter as follows:

Chapter 15 - SIGNS AND BILLBOARDS

Sec. 15-1. - Definitions.

The following definitions shall apply in this chapter:

Advertising structure: A sign or sign structure erected or intended for advertising purposes, with or without advertisement displayed thereon, situated upon or attached to real estate, upon which any poster, bill, printing, painting or device is fastened, affixed or displayed.

"A" frame or sandwich sign: A portable upright, rigid supporting sign in the form of a triangle or an inverted V.

Animated sign: A sign which depicts action or motion or which changes color. An animated sign differs from a flashing sign in that it uses movement to create a special effect or scene, rather than as an attention-getting technique.

~~*Attraction board:* (See reader board).~~

Banner sign: A sign made of cloth, fabric, paper, non-rigid plastic or similar type of material.

Billboard: (See off-premises sign).

Completely obliterated: Means not only complete removal of old signage such that it will not be visible, but also that restoration of the wall area upon which the signage was

affixed shall be in the same color, and of the same texture, and materials as the rest of the wall.

Construction project sign: A temporary sign identifying an active construction project.

~~*Detached sign:* (See ground sign).~~

Directional sign:

(1) A sign erected by an official government agency to denote the name of any thoroughfare; to point out the route to any city, educational institution, public building, historic place or hospital; to direct and regulate traffic; and to denote any railroad crossing, bridge or other transportation facility for the convenience and safety of the general public.

(2) A sign giving directions or information about an establishment without advertising except that business logos are permitted. Such name and/or logo shall not exceed fifty (50) per cent of sign area. Directional signs may be used to identify entrances, exits, parking areas, clearances, standpipes, business hours, restrictions and traffic directions and order boards.

~~*Director:* The city manager or that person to whom is charged the interpretation, administration or enforcement of this chapter.~~

~~*Double-faced sign:* A sign with two (2) faces, back-to-back.~~

Facade: (See wall face).

Flag of the United States of America: Often referred to as the American flag, it consists of thirteen equal horizontal stripes of red (top and bottom) alternating with white, with a blue rectangle in the canton (referred to specifically as the "union") bearing fifty small, white, five-pointed stars arranged in nine offset horizontal rows, where rows of six stars (top and bottom) alternate with rows of stars.

Flag – all other: a piece of cloth or similar material, typically oblong or square, attachable by one edge to a pole or rope and used as the symbol or emblem of a country or institution or as a decoration during public festivities.

Flashing sign: Any sign which contains a continually intermittent or sequential flashing light source.

~~*Flat sign:* (See wall sign).~~

~~*Freestanding sign:* (See ground sign).~~

Ground sign: A sign affixed to the ground, either flush or on poles, and not attached to any building for support, which may include a reader board (also called a detached, pole or freestanding sign).

Group of establishments: Two (2) or more commercial, industrial or public establishments that share common frontage, access points, off-street parking, loading and identity containing one or more structures approved as a single development.

Illuminated sign: Any sign designed to emit artificial light or designed to reflect light from one or more sources of artificial light.

Interchange of copy: The change or replacement of lettering on a sign without the replacement of the sign face itself.

Main street: An abutting public right-of-way which has the greatest vehicular design capacity or current traffic volume relative to all other abutting public rights-of-way.

Marquee: Any hood, awning or canopy of permanent construction which projects from the wall face of a building.

Marquee sign: A sign which is attached to a marquee.

Message sign: An electronically changeable sign upon which graphic displays, symbols or words can be varied upon the face or faces of the sign by a computer controller ~~to display time, temperature, public service and commercial information~~.

Mural: A painting or artistic work composed of graphics, photographs or arrangements of color, that displays a non-commercial message and is painted on the side of a building or similar rigid surface.

~~*Nameplate:* A sign indicating the name or address of the occupant or resident of the dwelling unit to which it is attached.~~

Obscene: Obscene means the status of material which the average person, applying contemporary community standards, would find, taken as a whole, appeals to the prurient interest, or depicts or describes, in a patently offensive way, sexual conduct, or taken as a whole lacks serious literary, artistic, political or scientific value.

Off-premises sign: Any sign which advertises a use, establishment, product or service that is sold, produced, manufactured or furnished at a place other than on the property on which said sign is located. (Also called an outdoor advertising sign or billboard).

On-premises sign: A sign which advertises or directs attention to a use or establishment located on-premises or a product or service available on-premises.

Out parcel: A parcel of property containing a single structure with one tenant located within a group of establishments which may be separately owned or leased from the owner of the group of establishments.

~~*Outdoor advertising sign:* (See off-premises sign).~~

Parapet: A false front or wall extension above the roof line.

Pedestrian sign: A sign which is attached to the underside of a cantilevered roof, portico or overhang that extends from the wall face of an establishment or use and covers a pedestrian passageway.

Pennant: Any relatively long, tapering flag or banner.

Pole banner: A banner that is attached to and displayed upon an upright pole or staff; also called a vertical banner or feather banner.

~~*Pole sign:* A ground sign which is supported by one or more poles, posts, columns, pyramids or other extensions from grade level.~~

~~*Political sign:* A temporary sign advertising a candidate for public office, a political party or a measure or issue scheduled for an election.~~

Portable sign: A moveable sign not secured or permanently attached to the ground. (Also a trailer, ~~sidewalk~~ "A" frame or sandwich sign).

Projecting sign: A sign which is affixed to and extends from the outside wall or facade of a building.

~~*Pylon sign:* A sign attached to or painted on the face of a vertical or horizontal extension of any face of a building constituting an integral part of the building structure.~~

Reader board: A sign upon which copy is manually changed periodically to advertise special sales or to otherwise convey a message to the public. ~~(Also called an attraction board).~~

~~*Real estate sign:* A temporary sign indicating that the lot on which the sign is located, or any building or structure located thereon, is for sale, rent or lease, but shall not include rooming house signs.~~

Roof sign: Any sign erected over or on the roof of a building.

~~*Sidewalk or sandwich sign:* (See portable sign).~~

Sign: Any exterior identification, description, illustration or device which directs attention to a product, service, place, activity, person, establishment, institution or business; or any emblem, painting, banner, pennant, placard or temporary sign designed to advertise, identify or convey information.

Sign areas:

(1) *Ground and projecting signs:* The entire area within and enclosed by the exterior perimeter of all cabinets or modules within a single, continuous

geometric figure, including but not limited to, all written copy, logos, symbols, decorative embellishments and border or roof treatments. This shall include all open areas within said perimeters and all space separating said cabinets or modules. Only one face (the largest) of any multiple-faced sign shall be counted in calculating sign area.

(2) *Wall signs:* The entire area within a single continuous perimeter composed of squares, rectangles or other geometric figures which enclose the extreme limits of all sign elements affixed to the wall, including but not limited to, cabinet structures, written copy, logos, symbols and illustrations.

Sign face: The part of a sign that is or may be used for advertising purposes.

Sign structure: All the interrelated parts and materials, such as beams, poles, and mounts, which are constructed for the purpose of supporting or displaying a message or informative content.

~~*Snipe sign:* A small sign of any material including but not limited to paper, cardboard, wood or metal when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which said sign is located.~~

Special event sign: A sign which calls attention to ~~a business promotion, grand opening, civic event or meeting or other similar~~ activit~~y~~ies of a temporary nature. ~~For the purposes of this chapter, a banner constructed of cloth, paper or similar material shall be considered a special event sign.~~

Temporary sign: A sign which advertises, for a limited period of time, issues including but not limited to political candidates, parties or issues; active construction projects and proposed development projects; real estate for sale, rent or lease; business grand openings, sales events or other types of special events that do not require a special event permit under Chapter 12-301.

Trailer sign: An advertising structure mounted on skids, wheel or wheels, constructed for the sole purpose of advertising, licensed or unlicensed.

~~*Tri-faced sign:* A sign with three (3) faces, oriented back-to-back so as to form an equilateral triangle.~~

Vehicular sign: A sign affixed to a vehicle or trailer for the purpose of advertising. For the purposes of this chapter, such signs shall only be applicable when said vehicle or trailer is temporarily or permanently located on a parcel for the primary purpose of conveying a business message.

Wall face: The entire building front, including the parapet.

Wall sign: A sign erected parallel to the outside wall facade of any building including flat, painted, individual letter or cabinet signs. Mansard and marquee signs shall conform to wall sign provisions.

Window sign: A sign which is painted on or displayed within a storefront window or door.

Sec. 15-2. - Purpose and intent. .

~~(a)~~ The purpose and intent of this chapter is to establish requirements for the replacement, installation and maintenance of signs, in order to protect and preserve the health, safety, welfare, appearance and general well-being of the citizens of Fort Pierce. ~~As the regulations of buildings and structures through zoning is a valid use of the police power, so too is the regulation of signs since such signs in the literal sense must ordinarily be considered structures, and in a practical sense are capable of producing many of the same nuisances as are produced by buildings.~~

~~(b) The regulation of signs is further justified to insure the safety of the motoring public. It is the intent of this chapter to regulate the size and location of signs so that their purpose can be served without unduly distracting motorists and causing unsafe conditions.~~

~~(c) It is also the purpose and intent of this chapter to protect and preserve the aesthetic qualities of the community by regulating the placement, installation and maintenance of signs. The fact that such signs are intended to command visual contact grants to signs a proportionately greater role in determining the overall aesthetic quality of the community. The aesthetic impact of signs is an economic fact which may bear heavily upon the enjoyment and value of property; therefore the regulation of signs is validly justified on the basis of conserving the value of property and encouraging the most appropriate use of land throughout the community.~~

~~(d) Considering this, it is the intention of this chapter to authorize the use of signs which are:~~

~~(1) Compatible with their surroundings.~~

~~(2) Appropriate to the type of activity to which they pertain.~~

~~(3) Expressive of the identity of the individual proprietors or of the community as a whole.~~

~~(4) Legible in the circumstances in which they are seen.~~

Sec. 15-3. - Administration and enforcement.

(a) *General.* The requirements of this chapter shall be administered and enforced by the ~~director~~ City Manager or his / her designee.

~~(b) *Inspection; inventory.*~~

~~(1) *Initial inspection.* The director shall cause to be inspected each sign or advertising structure regulated by this chapter within six (6) months of the effective date of this chapter. Upon inspection, the director shall notify the owner or other person in control or possession of the real estate upon which said sign or advertising structure is located. Said notification to include:~~

~~a. Maintenance and condition of said sign and requirements for repair or removal mandated by the provisions of this chapter.~~

~~b. Identification of nonconforming signs and suggestions for correction.~~

~~(2) *Biannual inspection.* The director shall cause each sign or advertising structure regulated by this chapter to be inspected biannually for the purpose of insuring compliance with the provisions of this chapter. Upon such inspection, the director shall require the owner of any sign found to be in defective condition, or which does not comply with the terms, conditions and provisions of this chapter, to be repaired or removed within thirty (30) days from the date of notice of such defect; provided, however, that if the director shall ascertain and determine that the maintenance or use of such sign shall adversely affect the public safety, he may require the immediate removal at the owner's expense or prohibit the use of said sign until such defects shall have been remedied.~~

~~(3) *Inventory.* The director shall maintain an inventory of all signs or advertising structures regulated by this chapter. Such inventory shall be maintained by street address and shall contain such information as required by the director to effectively administer and enforce the provisions of this chapter.~~

(~~c~~b) *Removal of signs.*

(1) *Vacant premises.* A sign shall be removed by the property owner or lessee of the premises when the establishment which it advertises is no longer active or shall replace the ~~cabinet structure~~ sign face with an opaque, blank face on both sides. Upon the premises becoming vacant, the owner or lessee thereof shall remove and keep the windows clean and free from any lettering or advertising signs of the previous business or profession. ~~Outdoor s~~Signs painted on or affixed to such premises advertising a previous business or profession shall be removed or completely obliterated after the premises becomes vacant. ~~"Completely obliterated" means not only complete removal of old signage such~~

~~that it will not be visible, but also that restoration of the wall area upon which the signage was affixed shall be in the same color, texture, and materials as the rest of the wall.~~ If the owner or lessee fails to remove any such signs, or to modify the ~~cabinet structure~~ sign face as aforesaid, ~~the director shall give~~ the owner shall be given thirty (30) days' written notice to remove it. Upon failure to comply with said notice, ~~the director shall authorize removal of the sign in accordance with the notice requirements of section 15-3(d) and the cost of removal assessed as a lien in accordance with the provisions of section 15-3(e).~~ the sign shall be declared a nuisance and abated in accordance with Section 16-49 of the City of Fort Pierce Code of Ordinances.

~~(2) *Prohibited, unlawful and nonconforming signs.* At the termination of the time periods for which prohibited, unlawful or nonconforming signs are permitted to remain under this chapter, all such signs placed and maintained on public or private property in violation of this chapter shall be removed by the director in accordance with the notice requirement of section 15-3(d) and the cost of removal assessed as lien in accordance with the provisions of section 15-3(e).~~

(~~3~~2) *Maintenance.* All signs and advertising structures regulated by this chapter shall be maintained in accordance with the provisions of ~~Chapter 23 of the Standard Building Code.~~ Chapter 5 of the City of Fort Pierce Code of Ordinances. The owner or lessee of any sign that is unsightly because of a deterioration or lack of maintenance shall be notified in writing and allowed thirty (30) days to correct said violations. Upon failure to comply with said notice, ~~the director shall authorize removal of the sign in accordance with the notice requirement of section 15-3(d) and the cost of removal assessed as a lien in accordance with the provisions of section 15-3(e).~~ the sign shall be declared a nuisance and abated in accordance with Section 16-49 of the City of Fort Pierce Code of Ordinances.

(~~4~~3) *Nuisance; abatement.* Any sign which is erected, used or maintained in violation of this chapter is hereby declared to be a public and private nuisance and shall be forthwith removed, obliterated or abated ~~by the director.~~ in accordance with Section 16-49 of the City of Fort Pierce Code of Ordinances. For such purpose ~~the director~~ City staff or duly contracted vendor may enter upon private property without incurring any liability therefor. However, if any such sign bears the name of the owner thereof, and said owner holds an unexpired permit issued under this chapter, the said owner shall be given written notice of the violation in accordance with the provisions of section 16-49.~~15-3(d) and the cost of removal assessed as a lien in accordance with the provisions of section 15-3(e).~~

~~(d) *Notice required prior to sign removal.*~~

~~(1) The director shall not remove or order the removal of any sign erected and maintained on private property in violation of this chapter, or any unauthorized signs on public property other than temporary signs on a public right-of-way, except in emergency cases, without written notice delivered personally or by registered or certified mail. The notice shall be addressed to the owner or any co-owner of the property on which said sign is located and to the owner or lessee of the sign, as their names and addresses are shown upon the records of the building and code enforcement department. In the event that such notice is to be served by a law enforcement officer it shall be served on the owner where the sign is located or upon any agent of the owner thereof. In the event that said personal service upon the occupant of the property or upon any agent of the owner thereof cannot be performed after reasonable search and inquiry by such officer, then notice shall be accomplished by physical posting on the sign, where possible, or in a conspicuous place upon the property where the sign is located.~~

~~(2) The director shall file an affidavit of compliance with the above and his records of the matter.~~

~~(3) Said notice shall inform the owner or lessee of:~~

~~a. The nature of the violation of this chapter.~~

b. The requirements necessary to be fulfilled in order to comply with said chapter.

c. The time period during which the alteration, repair or removal or other action shall be made to the sign in order to comply with this chapter.

d. The fact that failure to comply will cause the owner or lessee to become liable for the cost of remedying the violation and that such cost, including advertising costs and other expenses will be imposed as a lien on the property on which the sign is located if not otherwise paid within the thirty (30) days after receipt of billing.

e. The right to appeal the decision or order of the director to the board of adjustment by said owner or lessee within thirty (30) days receipt of the order. Such notice of appeal shall be in writing and delivered to the director.

(e) *Cost of removal assessed as lien.* If the owner or lessee fails to comply with the notice provided in section 15-3(d)(3)e. above, within thirty (30) days of the date it is served by actual or constructive services, the director shall cause such sign to be brought into compliance or removed (as the facts may warrant) and shall assess the cost of such compliance or removal to be charged as a lien against the land on which the sign existed. After causing the condition to be remedied, the director shall certify to the director of finance, the expenses incurred in remedying the condition and shall include a copy of the notice above described in section 15-3(d)(3)e. and a copy of the decision of the board of adjustment, if any, whereupon such expense shall become payable within thirty (30) days. After this certification, a special assessment lien charge will be made upon the property, which shall be payable at the rate of eight (8) per cent per annum from the date of such certification until paid. Such lien shall be enforceable in the same manner as provided in Chapter 170, Florida Statutes, as amended, and may be satisfied at any time by payment thereof including accrued interest. Upon such payment, the director of finance shall duly evidence the satisfaction and cancellation of such lien upon the record thereof. Notice of such lien, and satisfaction shall be filed in the office of the clerk of the circuit court and recorded in the official records of the county at the cost of the sign owner.

(f<u>c</u>) *Emergency removal.* In cases where it reasonably appears that there is imminent danger to life or safety of any person unless a sign located on public or private property is immediately altered, repaired or removed, the <u>sign is hereby declared unsafe. All such unsafe signs are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the International Property Maintenance Code, subject to all amendments, modifications or deletions, or other local ordinance, including Article III of Section 16 of the Fort Pierce Code of Ordinances.</u> director shall, if time permits, document such facts with photographs and written reports and shall cause the immediate repair or removal of such sign. In such cases, the decision of the director shall be final. For this purpose, the director may at once enter such place where such sign is located, with such assistance and at such costs as the director deems necessary. The cost of such emergency repair or removal of such sign shall be collected in the same manner as provided in section 15-3(e).

(g) *Interpretations.* In any application of this chapter where a question of interpretation arises, the interpretation which most effectively accomplishes the objectives stated in section 15-2 shall prevail.

(h) *Conflict with building code.* If any conflict appears to exist in the application of this chapter and Chapter 23 of the Standard Building Code to the regulation of signs and advertising structures in the city, the provisions of this chapter shall prevail.

(i) *Appeals.* Any person aggrieved by a decision of the director in regard to the interpretation or enforcement of this section may, within thirty (30) days of said decision, apply to the board of adjustments of the city for appropriate relief. After hearing and decision by the board of adjustments, said aggrieved person shall have exhausted his administrative remedies.

Sec. 15-4. - Nonconforming signs.

(a) *General.* Any sign or advertising structure within the city on the effective date of this chapter, or a sign or advertising structure existing within any area annexed to the city after the effective date of this chapter, which, by its height, ~~area~~ size, zone, location~~,~~ or use ~~or structural support~~ does not conform to the requirements of this chapter, shall be termed nonconforming.

(b) *Continuation or removal.* All nonconforming signs or advertising structures properly permitted and conforming to the sign ordinances of the city in effect on July 1, 1980, or existing within any area annexed to the city after the effective date of this chapter may continue in use in accordance with the other provisions of this section. ~~All other nonconforming signs shall be removed within one year from the effective date of this chapter.~~

(c) *Structural alterations.* Nonconforming signs shall not be structurally altered or enlarged unless they are made to conform with all the requirements of this chapter, except that substitution or interchange of copy may be permitted ~~until the expiration date for removal of said signs.~~

(d) *Natural damage.* Nonconforming signs that incur ~~which are~~ more than fifty (50) per cent damage to the sign structure ~~structurally destroyed~~ by wind, deterioration or other damage shall be made to conform with all the requirements of this chapter, or be completely removed.

(e) *Off-premises signs with less than the minimum separation.* Where two (2) or more off-premises signs, each of which was lawfully installed at its time of installation, are situated closer to each other than permitted by section 15-6(c), then all such signs except the one first installed in the city shall be nonconforming.

Sec. 15-5. - Prohibited signs or sign characteristics.

The following signs or types of signs shall be prohibited within the city except for those which are specifically authorized or required by the city commission, state law or court order:

(1) Roof signs.

(2) Portable or trailer signs.

(3) ~~Sidewalk~~ "A" frame or sandwich signs that do not comply with Sec. 15-6(d)(1) of this Chapter.

~~(4) Pylon signs.~~

~~(5) Snipe signs.~~

(~~6~~4) Signs attached to any tree, shrub or plant that has the potential to damage the tree, shrub or plant.

~~(7) Banners and decoration, except as may be permitted as a special event sign.~~

(~~8~~5) Signs located over or on any right-of-way except for approved projecting signs or temporary signs that have been properly permitted ~~in a C-4 zoning district~~.

(~~9~~6) Signs attached to or placed upon any utility pole, street light, sidewalk, curb, fire hydrant, bridge or any other public property.

~~(10) Flashing, animated or noise-making signs, except for message signs displaying time, temperature and community service information only.~~

~~(11) Signs attached to bus benches, bus shelters or waste receptacles.~~

~~(12) Signs in motion, including swinging, rotating or revolving signs or devices designed to attract attention.~~

(~~13~~7) Vehicular signs except for those affixed to franchised buses, taxis~~,~~ ~~or~~ commercial vehicles or other vehicles ~~operating~~ during their normal course of business or lawfully parked.~~, or political signs in accordance with section 15-7(d).~~

(~~14~~8) Signs which copy or imitate official signs or which purport to have official status including signs utilizing fluorescent colors in the yellow and red spectrum typically associated with traffic control, safety notices and emergency response.

(~~15~~9) Signs which display any lewd, lascivious, obscene, indecent or immoral written or graphic message.

(~~16~~10) Signs which obstruct or interfere with any door, fire exit, stairway, ladder or opening intended to provide light, air, ingress or egress for any building.

(~~17~~11) Signs which constitute a traffic safety hazard by reason of size, location, movement, content, coloring or method of illumination, including flashing, animated or noise making signs; obstruct the vision of motorists or pedestrians; obstruct or detract from any official traffic control device; divert or tend to divert the attention of motorists from traffic movement on streets, roads, intersections or access facilities; utilize flashing or revolving red, green, blue or amber lights; or utilize the words "stop," "look," "danger" or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.

~~(18) Signs which utilize fluorescent colors in the yellow and red spectrums.~~

~~(19) Any other signs not specifically permitted within this chapter.~~

(Code 1960, § 23A-6)

Sec. 15-6. - Regulation.

(a) *General.* In addition to the requirements set forth in sections 15-7 and 15-8 for permitted signs, this section shall apply to specific types of signs.

(b) *On-premises signs.*

(1) Wall signs:

a. Shall not extend more than eighteen (18) inches from the wall or facade of the building to which they are attached.

b. Shall not extend more than twenty-four (24) inches above the roof or parapet of a building, whichever is greater.

c. Shall be located on the main street wall face of the establishment or building they identify except that up to fifty (50) per cent of such permitted sign area may be located on other wall faces.

d. Shall be adequately constructed and ~~securely anchored~~ installed in accordance with the provisions of the Florida Building Code. ~~requirements of Chapter 23 of the Standard Building Code.~~

(2) Projecting signs:

a. Shall provide a vertical clearance of not less than nine (9) feet over any pedestrian walkway or fourteen (14) feet over any vehicular driveway.

b. Shall not extend closer (leading edge measured horizontally) than eighteen (18) inches to the curbface or, where no curb is installed, to the curblines as established by the city engineer, whichever is less.

c. Shall not extend more than twenty-four (24) inches above the roof or parapet of a building, whichever is greater.

d. Shall be adequately constructed and ~~securely anchored~~ installed in accordance with the provisions of the Florida Building Code. ~~requirements of Chapter 23 of the Standard Building Code.~~

(3) Ground signs:

a. Sites that are less than or equal to three (3) acres shall have a maximum height of ten (10) feet in height,

1. Sites that are greater than three (3) acres and less than or equal to five (5) acres shall have a maximum height of twelve (12) feet.

2. Sites that are greater than five (5) acres and less than or equal to ten (10) acres shall have a maximum height of fifteen (15) feet.

3. Sites that are greater than ten (10) acres and less than or equal to twenty (20) acres shall have a maximum height of eighteen (18) feet.

4. Sites that are greater than twenty (20) acres shall have a maximum height of twenty (20) feet.

b. Any sign which was permitted on or before November 30, 2004, may not be located less than eighteen (18) inches from any public right of way line, adjacent property line or structure. If such sign structure sustains at least fifty percent (50%) damage ~~to at least fifty (50) percent,~~ and requires a new permit for repair or replacement, it shall be reconstructed under current regulations, but may maintain the eighteen-inch setback requirement. Any sign newly permitted on or after December 1, 2004, shall not be located less than five (5) feet from any public right of way line, adjacent property line, or structure.

c. Shall provide a vertical clearance of not less than nine (9) feet over any pedestrian walkway or fourteen (14) feet over any vehicular driveway.

d. Shall be adequately constructed and ~~securely anchored~~ installed in accordance with the provisions of the Florida Building Code. ~~requirements of Chapter 23 of the Standard Building Code.~~

e. ~~Shall have a landscaped area around its base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges or similar vegetative materials. Vegetation in the area surrounding said sign shall be maintained at a height of less than twelve (12) inches.~~

f. Shall conform to the clear vision areas of section 22-53 of the ~~zoning~~ Code of ~~o~~Ordinances with support structures limited to a maximum two (2) feet in diameter.

(c) *Off-premises signs:*

(1) Shall not exceed an aggregate sign area of four hundred (400) square feet including all trim, molding or skirting.

(2) Shall not exceed a sign dimension of forty (40) feet horizontally or twelve (12) feet vertically including all trim, molding or skirting.

(3) Shall not exceed a total height above natural ground level of twenty-five (25) feet.

(4) Shall be located a minimum of twenty-five (25) feet from any right-of-way, property line or structure on the same property, except the minimum setback shall be increased one foot for each ten (10) square feet or portion thereof that the sign exceeds two hundred (200) square feet.

(5) Shall have the following minimum distances between any two (2) off-premises signs:

a. Five hundred (500) feet where at least one off-premises sign is more than one hundred (100) square feet in sign area.

b. Five thousand (5,000) feet where both signs are more than one hundred (100) square feet in off-premise sign area.

(6) May have two (2) signs situated back-to-back or oriented in a single "V" having an included angle of not more than thirty (30) degrees.

(7) Shall comply with section 15-8(5)a.3 where the off-premises sign is also a ground sign.

(d) *Temporary signs:*

(1) Temporary movable "A" frame—sandwich board type signs. A single, temporary movable "A" frame—sandwich board type sign is permitted. It must be no larger than 2’ x 3’ and placed within 10’ of the entrance to the business

and may not block access to any part of the building or sidewalk per the ADA Code and Florida Accessibility Code regarding clearance standards and accessibility. Temporary "A" frame signs may be placed on public sidewalks that have sufficient width to comply with this section but shall not be placed in the parking lot, city right-of-way, landscaping or swales.

(2) Special event signs. Temporary signs announcing special events may be installed subject to an approved Special Event Permit issued under Section 12-301 of the Fort Pierce Code of Ordinances. No special event signs may be located within a public right-of-way, except as specifically authorized herein. The signs may be in the form of free standing signs no larger than six (6) square feet, flags, banners, pennants, or balloons and exhibited only for that period of time specified on the special event permit. The number of special events signs shall not exceed fifty (50) signs.

a. Special event sign permit applications shall include:

i. Type of signage proposed. Provided information shall include, but is not limited to, the description of signage, dimensions, materials used, method of construction and placement, including dimensions from driveway, right-of-way and edge of pavement, list of sign locations, and such other information as the city may require.

ii. Responsible agents. Identify the name and phone number of the sponsoring entity and principle contacts responsible for erecting and removing signage.

iii. At the time of submission of an application for a special event sign permit, the applicant shall pay a Fifty Dollar ($50.00) processing fee.

b. Shall not be illuminated.

c. May not be placed for a period in excess of twenty-one (21) days.

d. Banners shall not exceed thirty-two (32) square feet in sign area, except that the combined area of all banners shall not exceed the sign area allowed for on-premises wall or projecting signs.

e. May not impede the clear vision area of driveways or intersections.

f. May be located on the city right-of-way providing all of the above requirements are met.

(3) Streamers, pennants, pole banner and flags.

a. Shall be maintained in good condition; torn, weathered or otherwise deteriorated streamers, pennants, pole banners or flags shall be repaired, replaced or removed.

b. Pole banners must be spaced a minimum of twenty-five feet (25') apart.

c. May not be placed in the right-of-way or in a way that it impedes pedestrian traffic.

d. May not impede the clear vision area of driveways or intersections.

(4) All other temporary signs. Temporary signs as defined in this chapter shall comply with the following regulations.

a. Shall be maintained in good condition; torn, weathered or otherwise deteriorated signs shall be repaired, replaced or removed.

b. May not impede the clear vision area of driveways or intersections.

c. May not be placed on city property, in the city right-of-way, medians or parks.

~~Sec. 15-7. - Permitted temporary signs.~~

~~(a) *General.* The types and sizes or advertising structures in this section shall be permitted on a temporary basis subject to the following provisions.~~

(b) *Real estate signs.* Real estate signs:

(1) Shall be limited to one sign per parcel, establishment or dwelling unit.

(2) Shall not exceed the following maximum sign areas by zoning district:

District	Square Feet
Single-family districts (E-1, R-1, R-2 and R-3)	6
Multifamily, office, open space and aquatic districts (R-4, R-4A, R-5, C-1, OS-1, OS-2, A-1 and A-2)	16
Commercial, industrial and planned districts (C-2, C-3, C-4, C-5, C-6, I-1, I-2, PUD and PUR)	16

-

(3) Shall be removed within ten (10) days after the real estate transaction.

(4) Shall not be illuminated.

(c) *Construction project signs.* Construction project signs:

(1) Shall be limited to one sign per active construction project.

(2) Shall not exceed the following maximum sign areas by zoning use district:

District	Square Feet
Single-family districts (E-1, R-1, R-2 and R-3)	12
Multifamily, office, open space and aquatic districts (R-4, R-4A, R-5, C-1, OS-1, OS-2, A-1 and A-2)	32
Commercial, industrial and planned districts (C-2, C-3, C-4, C-5, C-6, I-1, I-2, PUD and PUR)	64

-

(3) May contain the name of the project, contractor, subcontractor, architect, developer, supplier or financial institution.

(4) Shall not be erected prior to the issuance of a building permit and shall be removed prior to the issuance of a certified of occupancy.

(5) Shall not be illuminated.

(d) *Political signs.* Political signs:

(1) Shall be located only on properties in commercial and industrial districts. However, said signs may be located in residential districts on the following conditions:

Said signs in residential districts may be no larger than four (4) square feet, excluding the freestanding supports. Said signs shall be freestanding on their own supports and not attached to utility poles, lampposts or other city property. Said signs shall not have an aggregate height of the sign, including the support, exceeding three (3) feet, to be measured from the ground to the top of the actual sign, so as not to impede vision of traffic at intersections or on streetways, and said signs shall be placed on residential property no closer

than twenty (20) feet from the road right-of-way or from any intersection abutting or adjacent to the property where the sign is placed so as not to impede vision of traffic at intersections. There shall be no more than one sign per political candidate or political issue per lot, and every sign in residential districts shall contain a posting date showing the date it was erected, and that date may be no sooner than thirty (30) days prior to the election in which the candidate or issue will be first on the ballot, and the date of election and the name of the person or entity erecting or posting said sign. Each sign shall be removed by the person stated on the sign within seven (7) days after the election in which the candidate or issue was last on the ballot. The city may remove any sign posted on the property if the sign is not posted in a manner specified above or more than seven (7) days have passed since the election and/or ballot. If the city incurs costs and expenses for the removal of signs because they are posted in violation of any provisions of this subsection, the person or entity named on the sign as provided for above shall be billed by the city for the costs and/or expenses of said removal. In the event that litigation arises out of the enforcement of this subsection, the city shall be entitled to all litigation costs, including attorney's fees through the appellate level.

(2) May be erected no sooner than thirty (30) days prior to the election in which the candidate or issue will first be on the ballot.

(3) Shall be removed within seven (7) days after the election in which the candidate or issue was last on the ballot.

(e) *Special event signs.* Special event signs:

(1) May be permitted by the director for a specific purpose and period of time.

(2) May be displayed up to fourteen (14) days prior to the special event, during the special event which shall not exceed sixty (60) days and shall be removed within fourteen (14) days after the event.

(3) Shall not exceed thirty-two (32) square feet in sign area, except that the combined area of all banners shall not exceed the sign area allowed for on-premises wall or projecting signs.

(4) Shall not be illuminated.

(f) *Streamers, pennants and flags.*

(1) Shall be maintained in good condition; torn, weathered or otherwise deteriorated streamers or flags shall be repaired, replaced or removed.

(2) Shall not be erected in E-1, R-1, R-2 or R-3 zoning districts except for flags used in conjunction with the sale or leasing of real estate.

(g) *Proposed development signs.*

(1) Shall be limited to one sign per parcel, establishment or dwelling unit.

(2) Shall not exceed the following maximum sign area by zoning district:

District	Square Feet
Single-family districts (E-1, R-1, R-2 and R-3)	6
Multifamily, office, open space and aquatic districts (R-4, R-4A, R-5, C-1, OS-1, OS-2, A-1 and A-2)	16
Commercial, industrial and planned districts (C-2, C-3, C-4, C-5, C-6, I-1, I-2, PUD and PUR)	32

~~(3) Shall have the date of erection in the lower left-hand corner of sign in letters and/or numbers at least one inch high.~~

~~(4) Shall not remain on the premises more than one year.~~

Sec. 15-~~8~~7. - Permitted ~~permanent~~ signs.

The following types and sizes of signs or advertising structures ~~of a permanent nature~~ shall be permitted within the following zoning districts:

(1) *Single-family residential zoning districts (E-1,E-2, E-3 R-1, R-2 and R-3).*

a. *Semi-restricted uses.* Temporary signs that comply with Sec. 15-6(d)(e) and that do not to exceed eight (8) square feet and o~~O~~ne non-illuminated ~~-~~wall sign ~~nameplate~~ per individual dwelling unit, which shall not exceed one square foot in sign area.

b. *Conditional uses.* Types and sizes of signs or advertising structures as permitted by section 15-8(3) in an office commercial zoning district, except that ground signs shall not exceed eighteen (18) square feet in sign area.

(2) *Multi-family residential zoning districts (R-4, R-4A and R-5).*

a. *Semi-restricted uses:*

1. Temporary signs that comply with Sec. 15-6(d)(e) and that do not to exceed thirty-two (32) square feet and o~~O~~ne non-illuminated wall sign ~~nameplate~~ per individual dwelling unit, which shall not exceed one square foot in sign area.

2. One non-illuminated wall or ground sign per entrance ~~identifying only the name and/or address~~ of a permitted principal building or use, which shall not exceed eighteen (18) square feet in sign area. Ground signs shall not exceed six (6) feet in height.

3. Non-illuminated directional signs, which shall not exceed six (6) square feet in sign area, may be installed as needed with the approval of the director in accordance with section 15-9.

b. *Conditional Uses.* Types and sizes of signs or advertising structures as permitted by section 15-8(4) in limited commercial zoning districts except that ground signs shall not exceed thirty-two (32) square feet in sign area.

(3) *Office commercial and Edgartown Settlement zoning districts (C-1, ES).*

a. *Semi-restricted uses.*

1. Temporary signs that comply with Sec. 15-6(d) and that do not to exceed thirty-two (32) square feet. Temporary signs must be placed a minimum of twenty-five feet (25') apart and One wall sign ~~nameplate~~ per tenant or occupant which shall not exceed two (2) square feet in sign area.

2. One wall sign per building, which shall not exceed twenty-four (24) square feet in sign area.

3. Any establishment, or group of establishments, which has main street lot frontage of sixty (60) linear feet or more, shall also be permitted one ground sign, which shall not exceed forty-eight (48) square feet in sign area and six (6) feet in height.

4. Directional signs, which shall not exceed six (6) square feet in sign area may be installed as needed with the approval of the director in accordance with section 15-9.

b. *Conditional uses.* Types and sizes of signs or advertising structures as permitted by section 15-8(4) in limited commercial zoning districts unless restricted by the city commission when the conditional use is approved.

(4) *Limited commercial and Open Space / Recreational zoning districts (C-2, C-5, C-6, OS-1, OS-2, A-1 and A-2).*

a. *Semi-restricted uses.*

1. One wall sign or one projecting sign per tenant, which shall not exceed a sign area equal to twenty (20) per cent of the total wall face area fronting on the main street.

2. Any establishment, or group of establishments, which has a main street lot frontage of sixty (60) linear feet or more, shall also be permitted one ground sign. Such sign shall not exceed a sign area equal to one square foot for every three (3) linear feet of main street of lot frontage, up to a maximum of two hundred (200) feet. Structures on out parcels with a single tenant having sixty (60) feet of frontage or more shall also be permitted a separate ground sign subject to the restrictions above. The out parcel frontage shall not be subtracted in calculating the frontage for the group of establishments.

3. One pedestrian sign per tenant, which shall not exceed six (6) square feet in sign area.

4. One rear entrance wall sign per tenant which shall not exceed six (6) square feet in sign area.

5. Window signs per tenant, which shall not exceed twenty-five (25) per cent of such open window display area.

6. Directional signs, which shall not exceed six (6) square feet each in sign area, may be installed as needed with the approval of the director in accordance with section 15-9.

7. Temporary signs that comply with Sec. 15-6(d) and that do not to exceed thirty-two (32) square feet. Temporary signs must be placed a minimum of twenty-five feet (25') apart.

b. *Conditional uses.* Same as semi-restricted uses.

(5) *General commercial and industrial zoning districts (C-3, C-4, CP, I-1, ~~and~~ I-2, and I-3).*

a. *Semi-restricted uses.*

1. Off-premises signs.

2. One wall sign or one projecting sign per tenant, which shall not exceed a sign area equal to twenty (20) per cent of the total wall face area fronting on the main street.

3. Any establishment, or group of establishments, which has a main street lot frontage of sixty (60) linear feet or more, shall also be permitted one ground sign. Such sign shall not exceed a sign area equal to one square foot for every three (3) linear feet of main street of lot frontage, up to a maximum of two hundred (200) square feet except that one additional ground sign shall be permitted when the main street lot frontage exceeds five hundred (500) feet. The second ground sign shall not exceed a sign area equal to one square foot for every three (3) linear feet of main street lot frontage in excess of the first five hundred (500) feet of frontage, up to a maximum of two hundred (200) square feet. Structures on out parcels with a single tenant having sixty (60) feet of frontage or more shall also be permitted a separate ground sign subject to the restrictions above. The out parcel frontage shall not be subtracted in calculating the frontage for the group of establishments.

4. One pedestrian sign per tenant, which shall not exceed six (6) square feet in sign area.

5. One rear entrance wall sign per tenant, which shall not exceed six (6) square feet in sign area.

6. Window display signs per tenant, which shall not exceed twenty-five (25) per cent of such open window area.

7. Directional signs, which shall not exceed six (6) square feet in sign area, may be installed as needed.

8. Temporary signs that comply with Sec. 15-6(d) and that do not to exceed thirty-two (32) square feet. Temporary signs must be placed a minimum of twenty-five feet (25') apart.

b. *Conditional uses.* Same as semi-restricted uses.

(6) *Planned ~~unit~~ development and planned unit redevelopment zoning district (~~PUD~~ PD or PUR).* Except for temporary signs that comply with Sec. 15-6(d) and that do not exceed thirty-two (32) square feet, ~~T~~the types and sizes of signs and advertising structures permitted shall be determined by the city commission as part of the final development or redevelopment plan except that in no instance may the permitted signage exceed that permitted by section 15-8(5)(a)2, 3, 4, 5, 6, 7 and 15-8(5)(b).

(7) *I-95 and turnpike ~~special sign~~ interchange district.*

a. *Area defined.* The area subject to this section shall include all commercial and industrial lots or parts thereof located within:

- One half mile of where I-95 N intersects with State Road 70; or
- One half mile of the commencement of the southbound turnpike off ramp; or
- Extends a half mile both north and south of State Road 70 between the two interchanges.

~~fifteen hundred (1,500) feet of the center of the intersection of I-95 and State Road 70, and fifteen hundred (1,500) feet of the center of the intersection of the Florida Turnpike and State Road 70, and shall further include the area within a five hundred 500-foot radius on either side of that portion of State Road 70 which lies between the two (2) intersections~~.

b. *Ground sign standards.* Any establishment or group of establishments, which has a main street frontage of sixty (60) linear feet or more, located on a lot which lies in whole or in part in the district provided for by this section, shall be permitted one ground sign. Such sign shall not exceed a sign area equal to one square foot for every three (3) linear feet of main street frontage, up to a maximum of three hundred (300) square feet. The maximum height shall be sixty-five (65) feet. ~~fifty (50) feet except that eighty (80) feet of height is permissible where the sign is at a location within fifteen hundred (1,500) feet of the intersection of either I-95 and State Road 70 or the Florida Turnpike and State Road 70~~.

c. *Other standards.* Additional signs in this district shall conform with regulations and standards provided by this chapter or the appropriate zoning category.

Sec. 15-~~98~~. - Permit procedures.

(a) *General.* No person shall place, erect or maintain the structure of a sign including the removal or replacement of the sign face, or cause to be placed, erected or maintained, any sign or advertising structure or structure or structural alteration thereto except in conformance with the provisions of this chapter.

(b) *Application.* All plans and layouts for a sign or advertising structure shall be accompanied by an application which shall be filed with the ~~director~~ Building Department in accordance with Chapter 5 of the Fort Pierce Code of Ordinances prior to the issuance of any permit. The application shall be approved or disapproved by the ~~director~~ Building Department within fifteen (15) days of the date it is received. In the event it is not either approved or disapproved within such period

of time, it shall be deemed approved. If disapproved, such disapproval may be appealed to the construction board of adjustments and appeals, as established by chapter 5, to be heard at its next regular meeting, in a manner consistent with the board's rules of procedures. Said application shall describe and set forth the following:

(1) The type of proposed sign or advertising structure requested as defined in this chapter.

(2) The street address and legal description of the property upon which said sign is to be located.

(3) The square foot area per sign face and message content.

(4) Plans drawn to scale showing:

a. The location of all proposed signs and existing signs to be retained.

b. Complete design specifications of all proposed signs to show methods of construction and installation ~~anchoring to building or ground~~ in accordance with the provisions of the Florida Building Code. ~~requirements of Chapter 23 of the Standard Building Code.~~

(5) Photographs of all existing on-site signs.

(6) The name and address of the person in control or possession of the property upon which said sign is to be located and authorization from same for possession to place said sign upon the property.

(7) The name of the person or contractor erecting the structure.

(8) Such other pertinent information as may be required by the Building Department ~~director~~.

(c) *Permit; ~~label.~~* After the provisions of this chapter have first been complied with, and the sign or advertising structure does not violate any of the terms, conditions or provisions herein or of any other law or ordinance, ~~the director shall issue~~ a permit shall be issued for such sign or advertising structure. ~~All approved signs shall have affixed thereto and conspicuously displayed in the lower right hand area of a sign an identification label which shall be provided by the director. The absence of such label shall be prima facie evidence that the sign or advertising structure is in violation of the provisions of this chapter.~~

(d) ~~*[Fee schedule.]*~~ A permit fee shall be paid in accordance to the fee schedule established in Section 5-267 of the City of Fort Pierce Code of Ordinances. Except that, permit fees for special event signs shall be paid in accordance to the fee established in Section 15-6(d) of this chapter. ~~schedule established by the city commission by resolution shall be required in order to accommodate the administrative costs associated with sign permit reviews and site inspections for the installation, erection or placement of any sign or advertising structure.~~

(e) *Permit and fee exemptions.* The following types of signs shall not be required to have a permit or subject to the above fees, but shall meet all other appropriate requirements within this chapter:

(1) Temporary signs, except special event signs. ~~Real estate sign~~.

(2) Murals. ~~Residential nameplate.~~

~~(3) Political sign.~~

~~(4) Construction project sign.~~

(~~5~~3)Window ~~display~~ signs, including but not limited to credit card signs, decals or emblems.

~~(6) Credit card sign, decal or emblem.~~

(~~7~~4)~~Memorial sign or tablet~~ Interchange of copy.

(~~8~~5)Public convenience sign, which identifies the location of restrooms, public telephones or the like except for signs required by the ADA code or Florida Accessibility Code.

(~~9~~6) Public utility sign, which identifies the location of underground lines, high voltage areas or the like.

(~~10~~7) Public warning sign, which indicates the dangers of trespassing, swimming, animals or the like.

(~~11~~8) Flag, emblem or insignia of the United States, the state or the city.

(~~12~~9) Seasonal display or decoration not advertising a product, service or establishment.

~~(13) Streamers, pennants and flags.~~

~~(14) Proposed development sign.~~

(f) *Contractors.* No person shall engage in the business of construction, erecting, altering or maintaining signs that require a permit within the city until he / she is state certified or has a valid certificate of competency from the city.

(g) *Stop-work orders.* Upon notice from the Building Official or his/her designee that work on any sign or advertising structure is being done contrary to the provisions of this chapter or the Code or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent or to the person doing the work, and shall state the condition upon which work may be resumed. Where an emergency exists, no written notice shall be required to be given by the Building Official.

(h) *Revocation of permit.* The Building Official may revoke a permit or approval, issued under the provisions of this chapter, in case there has been any false statement, concealment or misrepresentations as to a material fact in the application or plans on which the permit or approval was based.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____

James M. Messer, Esquire
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)SS

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 17-019 was duly advertised by title only in the St. Lucie News Tribune on May 26, 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 June 5, 2017; and was duly introduced, read by title only, and passed on second and final reading on June

19, 2017, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 19th day of June, 2017.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

City Commission Regular Meeting **11.e.**

Meeting Date: 06/05/2017

Re: Ordinance 17-022: Abandonment of Unused Right-of-Way - Segment of N 31st Street Abutting the Pioneer Park Subdivision (Zora Neale Drive)

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 17-022: Abandoning an unopened segment of North 31st Street right-of-way abutting the Pioneer Park Subdivision, between Madison Cay Apartments and Zora Neale Drive FIRST READING

SUMMARY:

- In accordance with City Code Section 17-1, Abandonment, narrowing, etc., of streets, the applicant, Tomonica Bell in coordination with the City is requesting the abandonment of an unopened portion of North 31st Street right-of-way abutting the Pioneer Park Subdivision, lying between Madison Cay Apartments and Zora Neale Drive.
- A portion of the right-of-way was previously abandoned by the City of Fort Pierce for contribution to the Madison Cay Apartments development, and a portion of the right-of-way was utilized for connection and expansion of Pioneer Park to the south.
- The affected right-of-way abutting lots 9, 10, and 11 does not contain utilities, and each of the noted lots provide a 10ft. utility easement along the front of the property for such purpose.
- The request is sought to allow an increase in lot size for the abutting lots, facilitating the capacity for small scale home additions such as pools, patios, or a minor room extension.
- The Planning Board, at their January 10th, 2017 meeting, voted unanimously to recommend approval of the request.

RECOMMENDATION:

- Approval

ALTERNATIVES:

- Approval upon payment of appraised value.
- Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

The abandonment does not present a fiscal impact to the City of Fort Pierce.

Attachments

Staff Report
Proposed Ordinance No. 17-022
Signed Applications & Property Record Cards
Site Aerial, Subdivision, & Utility Map

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:49 AM

Form Started By: Kori Benton
Started On: 05/23/2017 09:37 AM
Final Approval Date: 05/30/2017

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: **Ordinance 17-022: Abandonment of Unused Right-of-Way Segment of N 31st Street Abutting the Pioneer Park Subdivision (Zora Neale Drive)**

DATE: May 23, 2017

STAFF REPORT

Owner(s) of Abutting Parcel(s): John & Melissa Smith
2925 Zora Neale Dr
Fort Pierce, FL 34947

Colleen Miller
2931 Zora Neale Dr
Fort Pierce, FL 34947

Tomonica C Bell
2927 Zora Neale Dr
Fort Pierce, FL 34947

Applicant: Tomonica C Bell
2927 Zora Neale Dr
Fort Pierce, FL 34947

Requested Action: Abandonment of unused section of North 31st Street right-of-way abutting the Pioneer Park Subdivision, between Madison Cay Apartments and Zora Neale Drive

Location: Generally located between Madison Cay Apartments and Zora Neale Drive (Unopened N 31st Street)

Abutting Parcel IDs: 2405-504-0012-000-3, 2405-504-0013-000-0, & 2405-504-0014-000-7

Surrounding Zoning:

North	East	South	West
R-4	R-4	R-4	R-4

Land Area of Subject ROW: Approximately 4,993.5 sq. ft. or .115 acres

Staff Analysis:

In accordance with City Code Section 17-1, Abandonment, narrowing, etc., of streets, the applicant, Tomonica Bell in coordination with the City is requesting the abandonment of an unopened portion of North 31st Street right-of-way abutting the Pioneer Park Subdivision, lying between Madison Cay Apartments and Zora Neale Drive.

The section of right-of-way was dedicated in the Garden City Farms Subdivision, Plat Book 2, Page 5, of St. Lucie County. A portion of the right-of-way was previously abandoned by the City of Fort Pierce for contribution to the Madison Cay Apartments development, and a portion of the right-of-way was utilized for connection and expansion of Pioneer Park to the south. The remaining section was not repurposed within the Pioneer Park subdivision as the portion south of the affected area contains utility infrastructure. The affected right-of-way abutting lots 9, 10, and 11 does not contain utilities, and each of the noted lots provide a 10ft. utility easement along the front of the property for such purpose. The site is located within the R-4, Medium Density Residential District. Sidewalk are established within Pioneer Park Subdivision, therefore appropriate connections exist, eliminating future use of the right-of-way for addition sidewalk connections based upon limited practicality.

The request is sought to allow an increase in lot size for the abutting lots, facilitating the capacity for small scale home additions such as pools, patios, or a minor room extension.

The Fort Piece Utilities Authority (FPUA) has provided approval for the subject scope of proposed abandonment.

Technical Review Committee

All affected Departments have reviewed and approved the proposed abandonment.

Planning Board

The Planning Board, at their January 10th, 2017 meeting, voted unanimously to recommend approval of the request.

Staff Recommendation:

Staff recommends the **approval** of the requested abandonment via Ordinance 17-022.

ORDINANCE NO. 17-022

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ABANDONING A PORTION OF NORTH THIRTY-FIRST STREET RIGHT-OF-WAY, LYING ADJACENT TO LOTS 9, 10 AND 11 OF THE PIONEER PARK SUBDIVISION WITHIN THE CITY OF FORT PIERCE, FLORIDA;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, pursuant the Charter and City Code of the City of Fort Pierce, has been requested to vacate and abandon a portion of an existing right-of-way known as North 31st Street, lying adjacent to lots 9, 10, and 11 of the Pioneer Park Subdivision within the City of Fort Pierce, Florida as recorded in Plat Book 55, Page 40, public records of St. Lucie County, Florida; and

WHEREAS, the City of Fort Pierce has a certain right-of-way or thoroughfare as hereinafter described, which is not needed for roadway, thoroughfare purposes, or for location and maintenance of any and all utilities by the City of Fort Pierce; and

WHEREAS, in consideration of the above, it is in the best interest of the general welfare of the City of Fort Pierce to vacate and abandon said right-of-way;

NOW BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA;

SECTION 1. That the right-of-way, more particularly described as follows, be and it is hereby vacated and abandoned:

The East half of 31st Street lying adjacent to Lots 9, 10 and 11, as depicted on plat of Pioneer Park Subdivision as recorded in Plat Book 55 Page 40, Public Records of St. Lucie County, Florida.

CONTAINING 0.115 ACRES OF LAND, MORE OR LESS.

As depicted on Exhibit "A", attached hereto and incorporated herein.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This ordinance shall be and become effective upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____

James M. Messer, Esq.

City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 17-022 was duly advertised by title only in the St. Lucie News Tribune on May 26th, 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 June 5th, 2017; and was duly introduced, read by title only, and passed on second and final reading on June 19th, 2017, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 20th day of June, 2017.

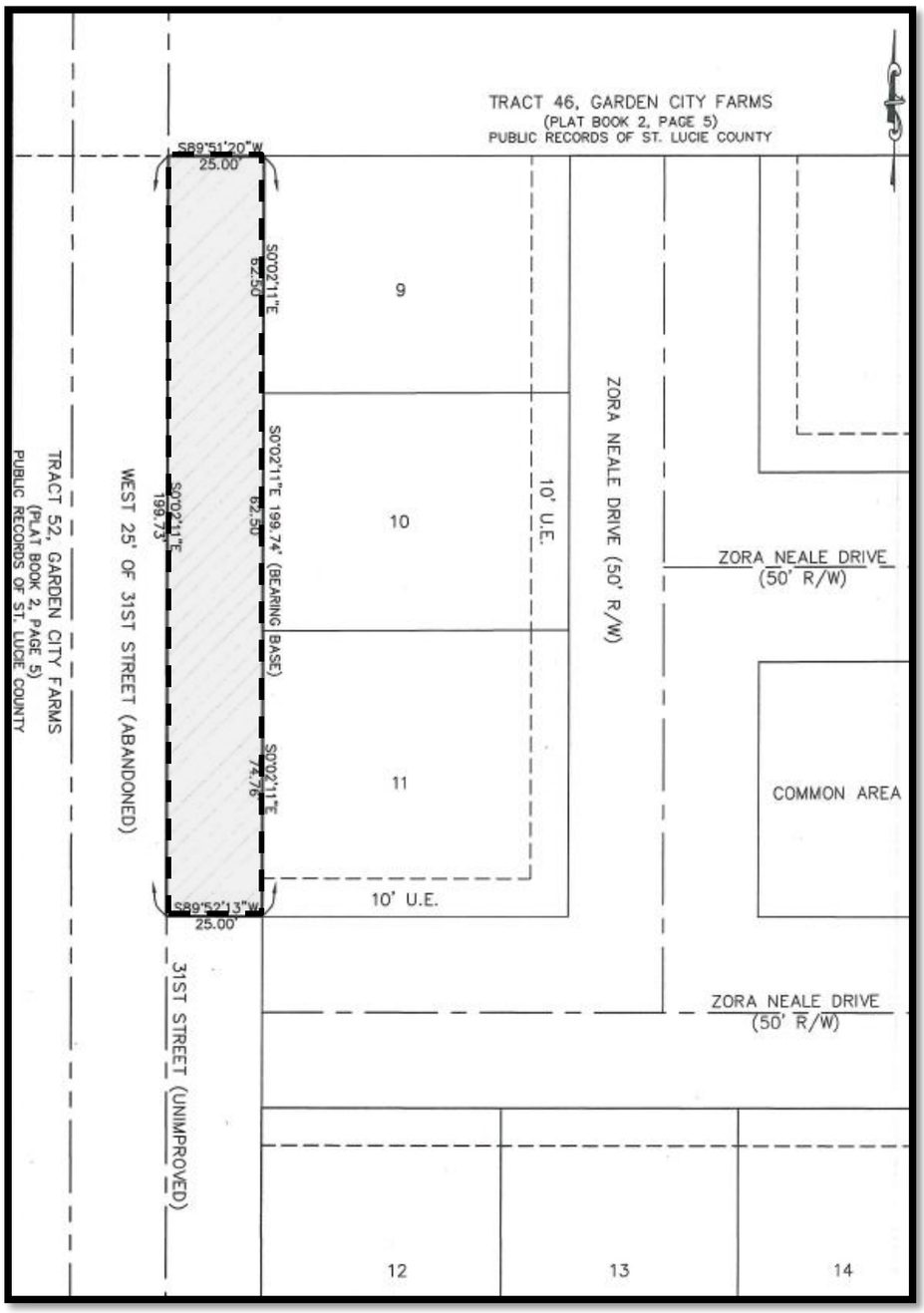
_____
Linda Hudson,
Mayor Commissioner

ATTEST:

_____
Linda W. Cox,
City Clerk

(City Seal)

EXHIBIT A
Right-of-way for Abandonment
Sketch & Legal Description



The East half of 31st Street lying adjacent to Lots 9, 10 and 11, as depicted on plat of Pioneer Park Subdivision as recorded in Plat Book 55 Page 40, Public Records of St. Lucie County, Florida.

CONTAINING 0.223 ACRE OF LAND, MORE OR LESS.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

RECEIVED
DEC 21 2016

Abandonment

Property address or Location 2931 Zora Neale Dr.

Parcel ID #(s) 2405 - 504 - 0012 - 000 - 3

Project description Pioneer Park S/D (PB 55-39) Lot 9 (OR 2977-2147)

Colleen M Miller
Property Owner(s)

2931 Zora Neale Dr.
Street Address

Fort Pierce, FL 34947
City State Zip

772-519-2624
Phone Number

Colleenm728@gmail.com
Email Address

Applicant/Representative, Title, Company

Street Address

City State Zip

Phone Number

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.*

Colleen M Miller
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 21st day of December, 2016, by Colleen M. Miller who is personally known to me or has produced FL DL as identification.

Signature of Notary

NOTARY PUBLIC STATE OF FLORIDA (Seal)
AMARIS ISABEL GIL
MY COMMISSION # FF 914194
EXPIRES: August 30, 2019
Bonded Thru Budget Notary Services

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

RECEIVED
SEP 29 2016

Abandonment

Property address or Location 2925 Zora Neale Dr

Parcel ID #(s) 2405-504-0014-000-7

Project description

John J and Melissa Smith
Property Owner(s)
2925 Zora Neale Drive
Street Address
Fort Pierce FL 34947
City State Zip
772 216-6406
Phone Number

Email Address

Applicant/Representative, Title, Company

Street Address

City State Zip

Phone Number

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.*

John J Smith Melissa B Smith
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 29th day of Sept, 2016, by John J. & Melissa Smith who is personally known to me or has produced as identification.

Signature of Notary (seal)

SOLOMON LEE
MY COMMISSION # FF 912389
EXPIRES: November 15, 2019
Bonded Thru Notary Public Underwriters

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date
Intake Planner
Planner Assigned
Approved By Date
Comments

Fees Control # B. Permit #

Intake Date Stamp

CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

RECEIVED
JUL 11 2016
CITY OF FORT PIERCE
PLANNING & ZONING

Abandonment

Property address or Location 2927 Zora Neale Drive

Parcel ID #(s) 2405-504-0013-000-0

Project description Pioneer Park S/D (PB 55-39) Lot 10 (OR 2963-1271)

Tomonica Patterson
Property Owner(s)
2927 Zora Neale Drive
Street Address
Fort Pierce Fla 34947
City State Zip
772-216-0407
Phone Number
tomonica-b@yahoo.com
Email Address

Applicant/Representative, Title, Company
Street Address
City State Zip
Phone Number
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)

STATE OF FLORIDA -- COUNTY ST. LUCIE

The foregoing instrument was acknowledged before me this 12th day of July, 2016, by TOMONICH PATTERSON who is personally known to me or has produced DRIVERS LICENSE as identification.

JULIE ANN BYE
Notary Public - State of Florida
My Comm. Expires Nov 29, 2018
Commission # FF 147111

Signature of Notary (seal)

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

Property Identification

Site Address: 2925 Zora Neale DR
Sec/Town/Range: 05/35S/40E
Map ID: 24/05N
Zoning: R4

Parcel ID: 2405-504-0014-000-7
Account #: 171938
Use Type: 0100
Jurisdiction: Fort Pierce

Ownership

John J Smith
Melissa B Smith

2925 Zora Neale Dr
Fort Pierce, FL 34947

Legal Description

PIONEER PARK S/D (PB 55-39) LOT 11 (OR 2963-1335)

Current Values

Just/Market Value:	$113,500
Assessed Value:	$98,391
Exemptions:	$50,500
Taxable Value:	$47,891

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

Total Areas

Finished/Under Air (SF):	1,748
Gross Area (SF):	2,373
Land Size (acres):	0.13
Land Size (SF):	5,663

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.

Property Identification

Site Address: 2931 Zora Neale DR
Sec/Town/Range: 05/35S/40E
Map ID: 24/05N
Zoning: R4

Parcel ID: 2405-504-0012-000-3
Account #: 171936
Use Type: 0100
Jurisdiction: Fort Pierce

Ownership

Colleen M Miller
2931 Zora Neale Dr
Fort Pierce, FL 34947

Legal Description

PIONEER PARK S/D (PB 55-39) LOT 9 (OR 2977-2147)

Current Values

Just/Market Value:	$114,500
Assessed Value:	$99,112
Exemptions:	$50,000
Taxable Value:	$49,112

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

Total Areas

Finished/Under Air (SF):	1,748
Gross Area (SF):	2,373
Land Size (acres):	0.12
Land Size (SF):	5,227

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.

Property Identification

Site Address: 2927 Zora Neale DR
Sec/Town/Range: 05/35S/40E
Map ID: 24/05N
Zoning: R4

Parcel ID: 2405-504-0013-000-0
Account #: 171937
Use Type: 0100
Jurisdiction: Fort Pierce

Ownership

Tomonica C Bell
2927 Zora Neale Dr
Fort Pierce, FL 34947

Legal Description

PIONEER PARK S/D (PB 55-39) LOT 10 (OR 2963-1271)

Current Values

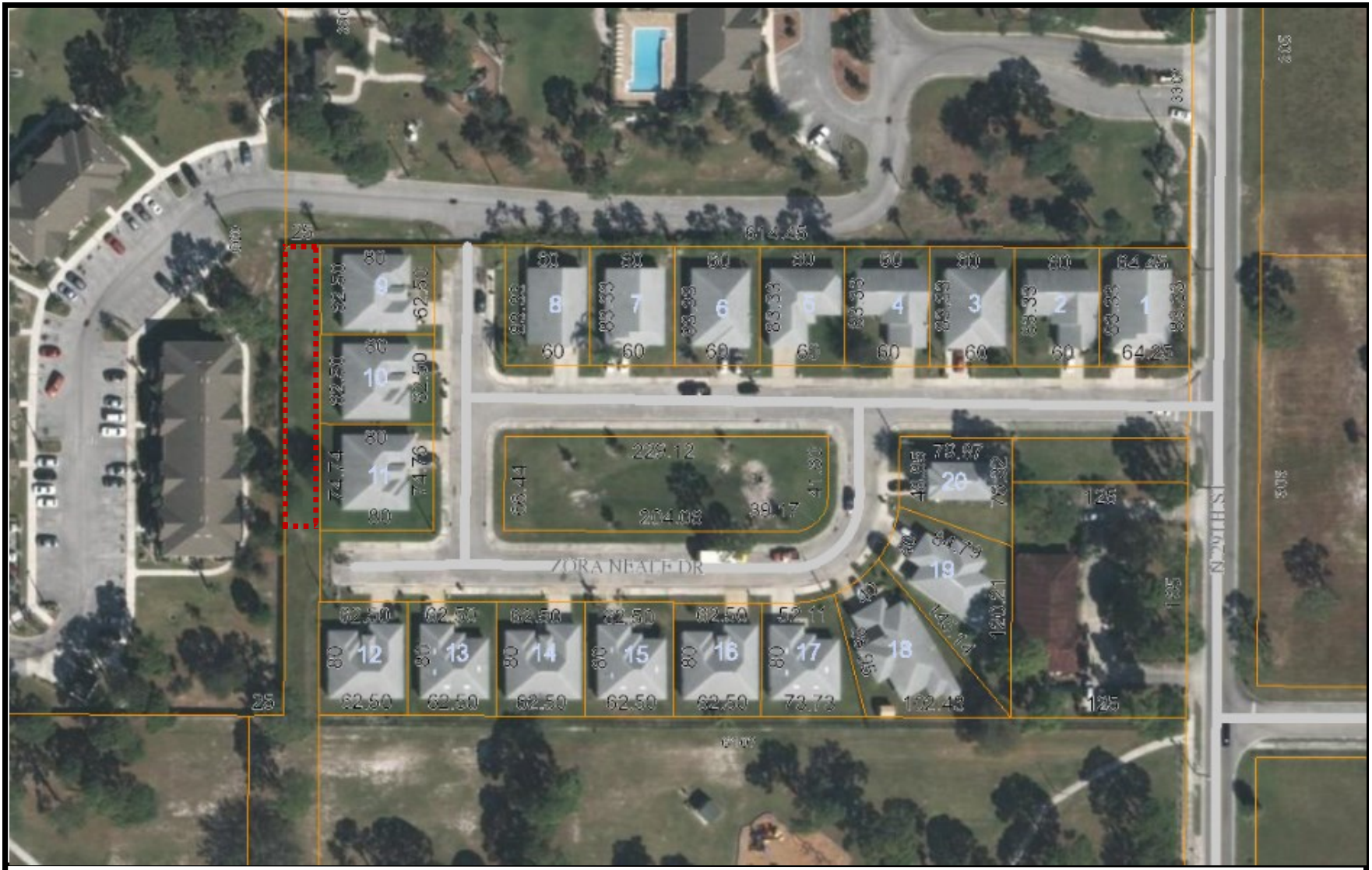
Just/Market Value:	$113,500
Assessed Value:	$98,391
Exemptions:	$50,000
Taxable Value:	$48,391

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

Total Areas

Finished/Under Air (SF):	1,748
Gross Area (SF):	2,373
Land Size (acres):	0.12
Land Size (SF):	5,227

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.



THE SUNRISE CITY
FORT PIERCE
Florida

Site Aerial–Pioneer Park Subdivision

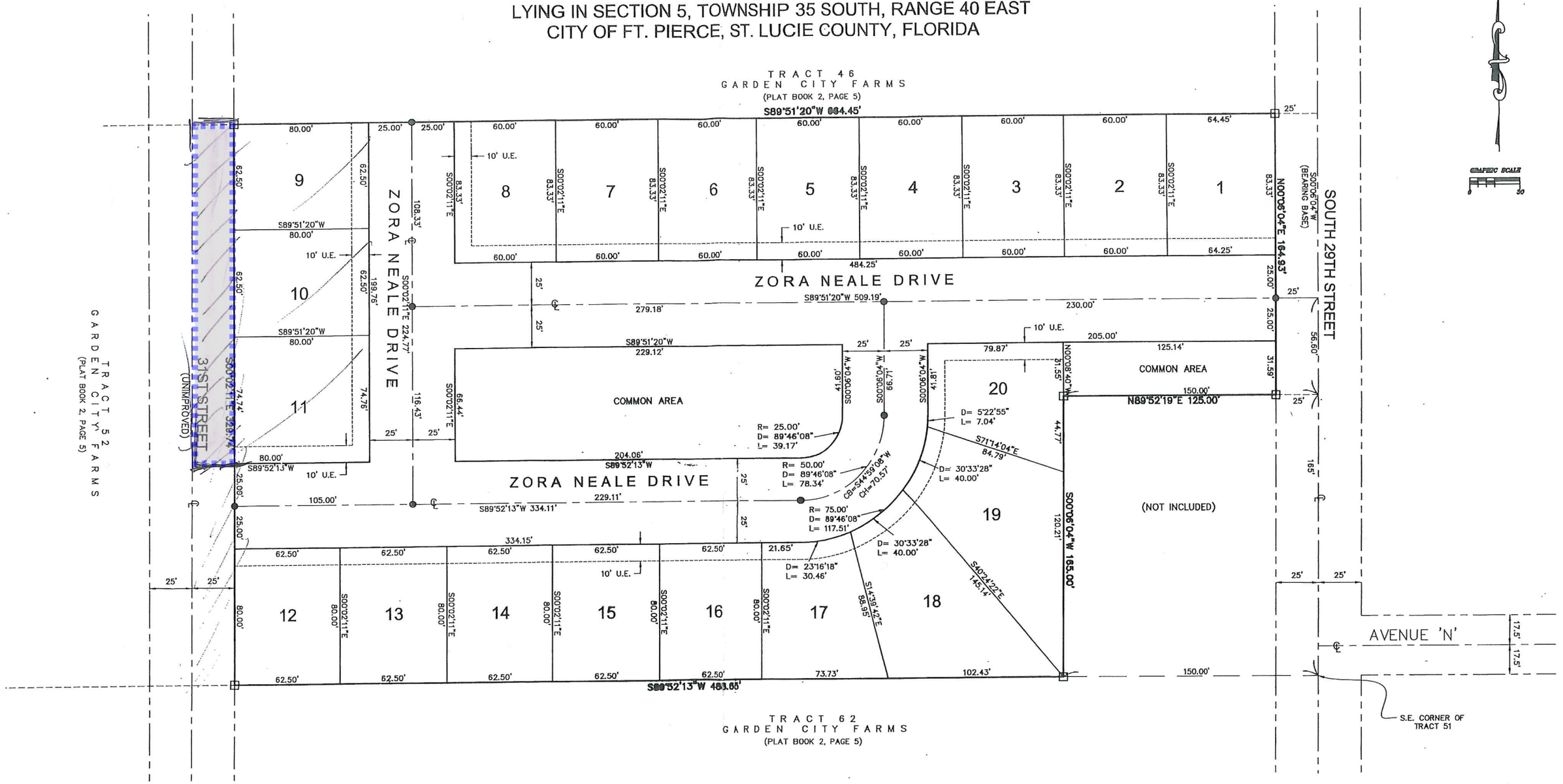
Affected Right-of-Way for Abandonment

PLAT BOOK 55
PAGE 40

A FINAL PLAT OF

PIONEER PARK SUBDIVISION

BEING A REPLAT OF A PORTION OF TRACT 51, GARDEN CITY FARMS
AS RECORDED IN PLAT BOOK 2, PAGE 5, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
LYING IN SECTION 5, TOWNSHIP 35 SOUTH, RANGE 40 EAST
CITY OF FT. PIERCE, ST. LUCIE COUNTY, FLORIDA



GRAPHIC SCALE
0 30

LEGEND:

- ℄ -- DENOTES CENTERLINE
- ⊡ -- DENOTES P.R.M. (PERMANENT REFERENCE MONUMENT) SET NO. LB 959
- ● -- DENOTES P.C.P. (PERMANENT CONTROL POINT) SET NO. LB 959
- (R) -- DENOTES RADIAL LINE
- D -- DENOTES DELTA ANGLE
- L -- DENOTES LENGTH
- R -- DENOTES RADIUS
- CH -- DENOTES CHORD DISTANCE
- CB -- DENOTES CHORD BEARING
- U.E. -- DENOTES UTILITY EASEMENT
- D.E. -- DENOTES DRAINAGE EASEMENT

BEARING BASE:

THE CENTERLINE OF SOUTH 29TH STREET IS TAKEN TO BEAR SOUTH 00°06'04" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

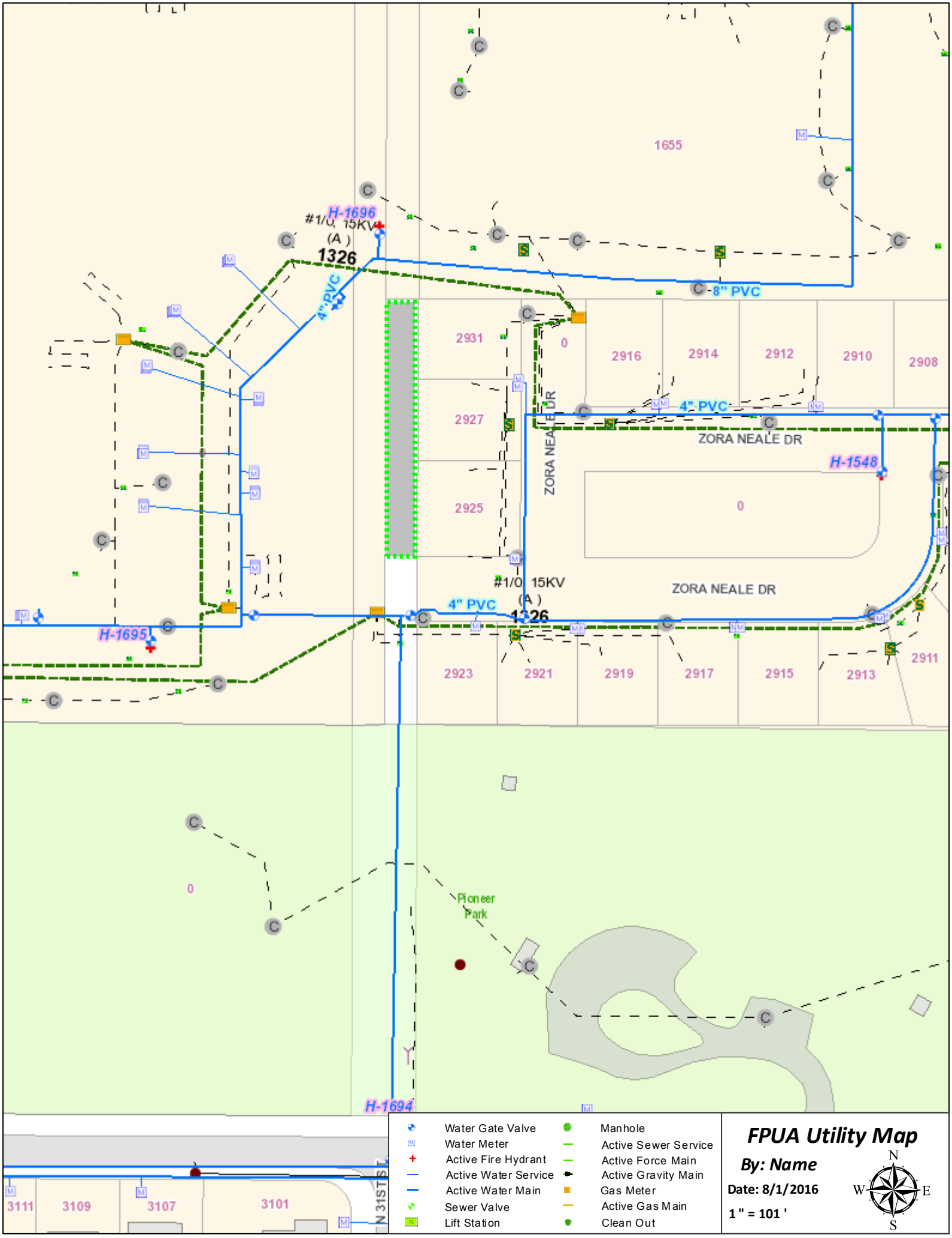
SURVEYOR'S NOTES

1. THERE SHALL BE NO BUILDINGS OR ANY OTHER KIND OF CONSTRUCTION OR TREES OR SHRUBS PLACED ON DRAINAGE EASEMENTS.
2. THERE SHALL BE NO BUILDINGS OR OTHER PERMANENT STRUCTURES PLACED ON UTILITY EASEMENTS.
3. WHERE DRAINAGE AND UTILITY EASEMENTS CROSS, DRAINAGE EASEMENTS SHALL TAKE PRECEDENCE.
4. ALL LOT LINES ARE NOT RADIAL UNLESS OTHERWISE NOTED.

© 2003 LBFH Inc.

LBFH INC.
CONSULTING CIVIL ENGINEERS, SURVEYORS & MAPPERS
"Partners For Results, Values By Design"
3550 S.W. Corporate Parkway, Palm City, Florida 34990
(772) 286-3883 Fax: (772) 286-3925
BPR & FBPE License No: 958 www.lbfh.com

030028plat01.dwg 03-0028


H-1696
#1/0 15KV
(A)
1326
4" PVC
8" PVC
1655
2931
0
2916
2914
2912
2910
2908
2927
4" PVC
ZORA NEALE DR
ZORA NEALE DR
H-1548
2925
0
#1/0 15KV
(A)
1326
4" PVC
ZORA NEALE DR
H-1695
2923
2921
2919
2917
2915
2913
2911
0
Pioneer
Park
H-1694
3111
3109
3107
3101
N 31ST ST
Water Gate Valve
Water Meter
Active Fire Hydrant
Active Water Service
Active Water Main
Sewer Valve
Lift Station
Manhole
Active Sewer Service
Active Force Main
Active Gravity Main
Gas Meter
Active Gas Main
Clean Out
FPUA Utility Map
By: Name
Date: 8/1/2016
1 " = 101 '
N
W
E
S

City Commission Regular Meeting **12.a.**

Meeting Date: 06/05/2017

Re: Restoring the Village Update

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Restoring the Village update by Representative Larry Lee, Jr.

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:39 AM
City Manager	Nick Mimms	05/30/2017 08:40 AM

Form Started By: Jennifer Robinson Started On: 04/07/2017 04:33 PM

Final Approval Date: 05/30/2017

City Commission Regular Meeting **12.b.**

Meeting Date: 06/05/2017

Re: St. Lucie Reads

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation of St. Lucie Reads by Sean Boyle, Executive Director, Children's Services Council of St. Lucie County.

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:40 AM
City Manager	Nick Mimms	05/30/2017 08:40 AM

Form Started By: Jennifer Robinson Started On: 04/26/2017 09:26 AM

Final Approval Date: 05/30/2017

City Commission Regular Meeting **13.a.**

Meeting Date: 06/05/2017

Re: Resolution 17-R16

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 17-R16 Establishing Quasi-Judicial Hearing Procedures

SUMMARY:

The City Commission recognizes the need to establish procedures for the conduct of all quasi-judicial hearings for city boards and committees. The resolution establishes procedures based upon recent training that was provided to the City Commission and best practices used in other jurisdictions.

RECOMMENDATION:

Approve 17-R16

ALTERNATIVES:

Do not approve or approve with changes.

RESPONSIBLE STAFF:

James Messer, City Attorney

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

17-R16

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:41 AM

Form Started By: Linda Cox Started On: 05/17/2017 10:13 AM

Final Approval Date: 05/30/2017

RESOLUTION NO. 17-R16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING QUASI-JUDICIAL PROCEDURES** FOR THE CITY COMMISSION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE**.**

WHEREAS, the City Commission recognizes the need for established legal procedures when quasi-judicial items are on the agenda; and

WHEREAS, the City Commission desires that this Resolution serve as the procedure for the City Commission to follow in conducting quasi-judicial proceedings; and

WHEREAS, the City Commission acknowledges that the procedures may be amended from time to time by resolution.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. When conducting quasi-judicial hearings, the City Commission shall follow the procedures as outlined in the attached Exhibit "A."

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution 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 Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of June, 2017.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

Exhibit "A"

QUASI-JUDICIAL HEARING PROCEDURES AND RULES FOR EX PARTE COMMUNICATIONS

I. Scope and Applicability. These procedures shall apply to all quasi-judicial hearings held by the City Commission.

II. Proceedings. The Mayor (hereafter, the "Presiding Officer") shall conduct the proceedings and maintain order. The City Attorney shall represent the City Commission, rule on all evidentiary and procedural issues and objections, and advise the City Commission as to the applicable law and necessary factual findings. Hearings shall be conducted informally, but with decorum. Formal rules of procedure shall not apply except as set forth herein; however, fundamental due process shall be accorded.

III. Unauthorized Communications. In all quasi-judicial hearings, all rulings must be based only upon the evidence presented at the hearing. Ex parte communications with City Commissioners in quasi-judicial matters is permissible and the adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with City Commissioners:

A. The substance of any ex parte communication with a City Commissioner which relates to a quasi-judicial action pending before the Commission is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

B. A City Commissioner may read a written communication from any person. However, a written communication that relates to a quasi-judicial action pending before the Commission shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.

C. City Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter.

D. Disclosure made pursuant to subparagraphs 1, 2 and 3 must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

IV. Witnesses and Supporting Materials. At least five calendar days before a quasi-judicial hearing:

A. Staff shall prepare a report, recommendation and supporting materials, a copy of which shall be available to the applicant, appellant and to the public at the City Clerk's Office. Included in the supporting materials will be copies of all exhibits and documents upon which staff's recommendation is based.

B. The Applicant and the Appellant, if applicable, shall submit a detailed outline of the argument in support of their application, copies of all exhibits which will be presented at hearing and the names and addresses of all witnesses who will be called to testify in support of the application (including resumes for any witness the party intends to qualify as an expert).

C. The five calendar days deadline is necessary to ensure the Commission is given sufficient opportunity to review the written submissions prior to the hearing, and shall be strictly observed. Should the 5 calendar day deadline be missed by either staff or the Applicant, the item may be continued at the discretion of the City Commission to the next available agenda.

V. Party Intervenors. The City Attorney may allow a person to intervene as a Party Intervenor if they meet the following requirements:

A. The person must have an interest in the application, which is different than the public at large.

B. At least three days prior to the hearing, the person shall submit a written request to intervene including: a detailed outline of his or her interest in the application and argument in favor or against it, copies of all exhibits which will be presented at the hearing and the names and addresses of all witnesses who will be called to testify on their behalf (including resumes for any witness the person intends to qualify as an expert).

VI. Conduct of Hearing.

A. The Presiding Officer shall call the proceeding to order and announce that the hearing has begun.

B. The Presiding Officer shall inquire whether all parties, members of the public and Commission agrees to waive the quasi-judicial hearing.

C. When the quasi-judicial hearing is not waived, the City Attorney or Presiding Officer shall explain the rules concerning procedure, testimony, and admission of evidence.

D. When the quasi-judicial hearing is not waived, the City Clerk shall swear in all witnesses who are to testify at the hearing.

E. The order of proof shall be as follows:

1. A representative of the City's staff shall briefly describe the Applicant's request, introduce and review all relevant exhibits and evidence, report staff's recommendation, and present any testimony in support of staff's recommendation. Staff shall have a maximum of 20 minutes to make their full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the Commission.

2. The Appellant, if applicable, (or his/her representative or counsel) shall present evidence and testimony in support of the application. Appellant shall have a maximum of 20 minutes to make its full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the Commission.

3. Any Party Intervenor (or his/her representative or counsel) shall present evidence and testimony in support of or opposed to the application. A Party Intervenor shall have a maximum of 20 minutes to make his/her full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the Commission.

4. The Applicant (or his/her representative or counsel) shall present evidence and testimony in support of the application. Applicant shall have a maximum of 20 minutes to make his/her full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the Commission.

5. Any other persons present who wish to submit relevant information to the City Commission shall speak next for a maximum of three minutes each (excluding any cross-examination or questions from the Commission). Members of the public will be permitted to present their non-expert opinions, but the

Commission will be expressly advised that public sentiment is not relevant to the decision, which must be based only upon competent and substantial evidence.

6. The Appellant will be permitted to make final comments.

7. The Applicant will be permitted to make final comments.

8. The Party Intervenor will be permitted to make final comments.

9. The City's staff will make final comments.

10. At the discretion of the Presiding Officer, the Applicant may be permitted to respond to the final Party Intervenor and staff comments and recommendations.

F. The City Commission will conduct open deliberation of the application. The Presiding Officer shall have the discretion to reopen the proceeding for additional testimony or argument by the parties when an outcome substantially different than either the granting or denial of the application is being considered. After deliberations, a vote shall be taken to approve, approve with conditions or deny the application.

VII. Examination by Commissioners and City Attorney or Legal Advisor. Commissioners and the City Attorney may ask questions of persons presenting testimony or evidence at any time during the proceedings until commencement of deliberation.

VIII. Cross-Examination of Witnesses. After each witness testifies, the City staff representative, the Applicant's representative, Appellant's representative, and/or the Party Intervenor's representative shall be permitted to question the witness, but such cross-examination shall be limited to matters about which the witness testified and shall be limited to five minutes per side. Members of the public will not be permitted to cross-examine witnesses. Cross-examination shall be permitted only as would be permitted in a Florida court of law.

IX. Rules of Evidence.

A. All evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a court of law in Florida. Irrelevant, immaterial, harassing, defamatory or unduly repetitive evidence shall be excluded.

B. Hearsay evidence may be used for the purposes of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in a civil action.

C. Documentary evidence may be presented in the form of a copy or the original. Upon request, parties shall be given an opportunity to compare the copy with the original.

X. Statements of Counsel. Statements of counsel, or any non-attorney representative, shall only be considered as argument and not testimony unless counsel or the representative is sworn in and the testimony if based on actual personal knowledge of the matters which are the subject of the statements.

XI. Standard of Proof. The decision of the City Commission to approve, deny or modify an agenda item shall be based on competent substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues

and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

XII. Continuances and Deferrals. The City Commission shall consider requests for continuances made by City staff, the Applicant, the Appellant or a Party Intervenor and may grant continuances in its sole discretion. If, in the opinion of the City Commission, any testimony or documentary evidence or information presented at the hearing justifies allowing additional research or review in order to properly determine the issue presented, then the City Commission may continue the matter to a time certain to allow for such research or review.

XIII. Transcription of hearing.

A. The City Clerk or staff liaison shall preserve the official transcript of the hearing through tape recording and/or video recording.

B. The Applicant, Appellant or Party Intervenor may arrange, at its own expense, for a court reporter to transcribe the hearing.

C. The Applicant, Appellant or Party Intervenor may request that all or a part of the transcript of a hearing be transcribed into verbatim, written form. In such case, the Applicant, Appellant or Party Intervenor requesting the transcript shall be responsible for the cost of production of the transcription and the transcription shall become the official transcript.

XIV. Maintenance of Evidence and Other Documents. The Office of the City Clerk shall retain all of the evidence and documents presented at the hearing unless any such evidence is too large to be stored by the City Clerk or staff liaison. In that event, such evidence will be stored in the Planning Department.

City Commission Regular Meeting **13.b.**

Meeting Date: 06/05/2017

Re: Resolution 17-R18 Declaring Certain Property as Surplus

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Resolution 17-R18 Declaring Certain Property as Surplus

SUMMARY:

City Staff have reviewed the following properties and are recommending in preparation of a forthcoming RFP/RFQ for the former HD King Site, these City owned parcels be declared surplus. These parcels were reviewed at a recent Planning Board meeting and unanimously recommended to be declared surplus in accordance with Sec. 2-223(4) of the City's Code of Ordinances.

Parcel Number	Legal Description
2410-503-0030-000/8	AARON LEE`S MAP OF FORT PIERCE BLK E LOT 1 AND W 3.5 FT OF LOT 2 (MAP 24/10B) (DBK 261-544)(OR 732-2814)
2410-503-0034-000/6	AARON LEE`S MAP OF FORT PIERCE BLK E LOTS 5 AND 6 AND N 15 FT OF W 100 FT OF PALM TERR (MAP 24/10D)(DBK 261-544)(OR 732-2814)
2410-503-0043-000/2	AARON LEE`S MAP OF FORT PIERCE 10 35 40 E 20 FT AND S 50 FT AND N 165 FT OF E 75 FT AND S 87 FT OF W 67 FT OF THE FOL DESC PARCEL: BEG AT NW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO SLY LI OF MOORE`S CREEK,TH ELY ALG R/W LI OF MOORE`S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB- (1 AC - 43,560 SF) (MAP 24/10B)

The Planning Board also noted support for a hotel, and encouraged potential developers to build parking that can be utilized not just by their complex but also by the general public and augment the parking available downtown.

The surplus property designation by the City mirrors a similar declaration for the FPRA Owned parcels on the former HD King site.

RECOMMENDATION:

Approve Resolution 17-R18

ALTERNATIVES:

Provide an alternate motion

RESPONSIBLE STAFF:

Rebecca Grohall, AICP

COORDINATED WITH:

Shyanne Helms, Communications Manager
Jim Messer, City Attorney
Linda Cox, City Clerk
Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
OTHER INFORMATION:
TBD

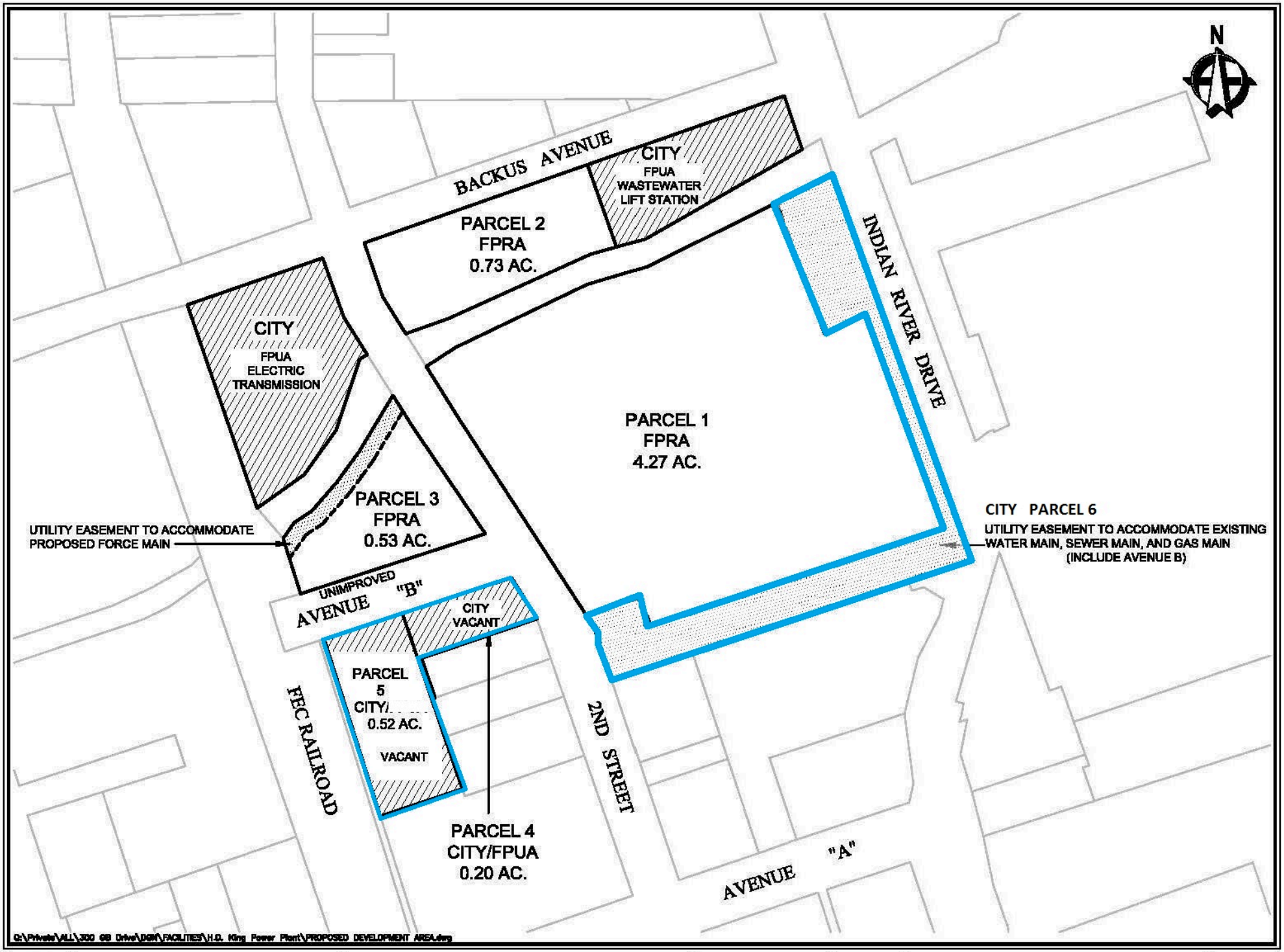
Attachments

Map
Resolution 17-R18

Form Review

Inbox	Reviewed By	Date
City Manager	Rebecca Grohall	05/22/2017 10:26 AM
City Manager	Nick Mimms	05/30/2017 08:41 AM

Form Started By: Rebecca Grohall
Started On: 05/12/2017 03:58 PM
Final Approval Date: 05/30/2017



No.	DATE	BY	REVISIONS

PROPOSED DEVELOPMENT AREA
APPROXIMATELY 6.25 ACRES

DATE:	12/04/13
SCALE:	1" = 150'
DRAWN:	

KING PLANT REDEVELOPMENT
RFQ 2014 - 010

RESOLUTION NO. 17-R18

A RESOLUTION **DECLARING CERTAIN REAL PROPERTY OWNED BY CITY OF FORT PIERCE TO BE SURPLUS** TO CITY OF FORT PIERCE NEEDS AND AUTHORIZING CITY STAFF TO DISPOSE OF SAID PROPERTY IN ACCORDANCE WITH THE PROVSIONS OF ARTICLE 1, SECTION 13 OF CITY OF FORT PIERCE CHARTER.

WHEREAS, CITY OF FORT PIERCE (the "CITY") is the owner of real property described in Exhibit "A", attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, the City Commission of Fort Pierce, Florida (the "City") is expressly authorized by Article 1, Section 13 of City of Fort Pierce Charter to dispose of real property belonging to the City whenever the Commission determines that it is in the best interest of the City to do so; and

WHEREAS, City staff has reviewed the real property described in Exhibit "A" and recommends to the Commission that the Property be declared surplus to City needs; and

WHEREAS, the City's Planning Board has reviewed the real property described in Exhibit "A" and recommends to the Commission that the Property be declared surplus to City needs; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission, of Fort Pierce, Florida:

1. The Commission declares the property described below and in Exhibit "A" to be surplus to City needs.

AARON LEE`S MAP OF FORT PIERCE BLK E LOT 1 AND W 3.5 FT OF LOT 2 (MAP 24/10B) (DBK 261-544)(OR 732-2814); and

AARON LEE`S MAP OF FORT PIERCE BLK E LOTS 5 AND 6 AND N 15 FT OF W 100 FT OF PALM TERR (MAP 24/10D)(DBK 261-544)(OR 732-2814); and

AARON LEE`S MAP OF FORT PIERCE 10 35 40 E 20 FT AND S 50 FT AND N 165 FT OF E 75 FT AND S 87 FT OF W 67 FT OF THE FOL DESC PARCEL: BEG AT NW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO SLY LI OF MOORE`S CREEK,TH ELY ALG R/W LI OF MOORE`S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB- (1 AC - 43,560 SF) (MAP 24/10B)

2. The Commission authorizes City staff to dispose of the property in accordance with Article 1, Section 13 of City of Fort Pierce Charter.

3. This Resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of June 2017.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
JAMES M. MESSER
CITY ATTORNEY

EXHIBIT "A"

Parcel Number	Size (ac)	Legal Description
2410-503-0030-000/8	0.17	AARON LEE`S MAP OF FORT PIERCE BLK E LOT 1 AND W 3.5 FT OF LOT 2 (MAP 24/10B) (DBK 261-544)(OR 732-2814)
2410-503-0034-000/6	0.49	AARON LEE`S MAP OF FORT PIERCE BLK E LOTS 5 AND 6 AND N 15 FT OF W 100 FT OF PALM TERR (MAP 24/10D)(DBK 261-544)(OR 732-2814)
2410-503-0043-000/2	1.0	AARON LEE`S MAP OF FORT PIERCE 10 35 40 E 20 FT AND S 50 FT AND N 165 FT OF E 75 FT AND S 87 FT OF W 67 FT OF THE FOL DESC PARCEL: BEG AT NW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO SLY LI OF MOORE`S CREEK,TH ELY ALG R/W LI OF MOORE`S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB- (1 AC - 43,560 SF) (MAP 24/10B)

City Commission Regular Meeting **13.c.**

Meeting Date: 06/05/2017

Re: FLC Voting Delegate

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

City Commission to appoint one (1) voting delegate to the Florida League of Cities. The 91st Annual FLC Conference will be held August 17-19, 2017 in at the World Center Marriott, Orlando, Florida.

Attachments

Voting Delegate

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:50 AM

Form Started By: Linda Cox Started On: 05/24/2017 04:33 PM

Final Approval Date: 05/30/2017

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 22, 2017

RECEIVED
TIME
MAY 24 2017
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

SUBJECT: 91st Annual FLC Conference
VOTING DELEGATE INFORMATION
August 17-19, 2017 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 17-19. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2016.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 14, 2017.**

Attachments: Form Designating Voting Delegate

President **Susan Haynie,** Mayor, Boca Raton
First Vice President **Gil Ziffer,** Commissioner, Tallahassee • Second Vice President **Leo E. Longworth,** Commissioner, Bartow
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

91st Annual Conference
Florida League of Cities, Inc.
August 17-19, 2017
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email *gdennard@flcities.com*

Important Dates

May 2017
Notice to Local and Regional League Presidents and Municipal Associations regarding the Resolutions Committee

June 2017
Appointment of Resolutions Committee Members

July 12th
Deadline for Submitting Resolutions to the League office

August 17th
Policy Committee Meetings
Voting Delegates Registration

August 18th
Resolutions Committee Meeting

August 19th
Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

City Commission Regular Meeting **15.a.**

Meeting Date: 06/05/2017

Re: City Manager's Report

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

City Manager's Report

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 08:40 AM
City Manager	Nick Mimms	05/30/2017 08:40 AM

Form Started By: Jennifer Robinson Started On: 04/26/2017 09:28 AM

Final Approval Date: 05/30/2017