

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, August 21, 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 August 1, 2017 special meeting and the August 7, 2017 regular meeting.
6. **PROCLAMATIONS**
7. **LETTERS TO COMMISSION**
 - a. Email from Julia Zavala in recognition of Sgt. Tumblin and Officer Colvin's excellence and patience when they came to the assistance of her brother.
 - b. Email from Anita Prentice thanking Libby Woodruff, Grants Administration Manager, for providing City of Fort Pierce information bags for the teachers who attended an event hosted by Florida Humanities Council.
 - c. Email from M. Virginia Barnes expressing her appreciation of Caleta Scott, Deputy City Clerk, being extremely helpful and knowledgeable in response to her inquiry about the Business Tax Receipt.
8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City

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

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

10. **CONSENT AGENDA**

- a. Approval of Specific Authorization No. 4 in an amount not to exceed \$135,875 (\$50,000 reimbursement by FDOT, \$85,875 City cost) for professional engineering services relating to the Ohio Avenue Realignment and Signalization project located between South 3rd Street and U.S. Highway One.
- b. Approval to enter into a 1-year contract with International Golf Maintenance, Inc. (IGM) consistent with the Indian River County Contract for Golf Course Maintenance, RFP Number 7054, in an amount not to exceed \$567,476.00.
- c. Approve proposal between the City of Fort Pierce and St. Lucie County UF/IFAS Extension Service FY 2017-2018 in the amount of \$10,000 to provide Watershed and Lagoon Life education to the citizens of the City of Fort Pierce to meet the City's National Pollutant Discharge Elimination System (NPDES) educational requirements.

11. **PUBLIC HEARINGS**

- a. Legislative Hearing - Ordinance No. 17-024, Reducing the number of Planning Board Members. SECOND READING

12. **MISCELLANEOUS REPORTS & REQUESTS**

13. **CITY COMMISSION**

- a. Resolution 17-R26 approving technical revisions to State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) for 2015-2016, 2016-2017 and 2017-2018.
- b. Resolution 17-R27 Removing and Appointing Planning Board Members
- c. Resolution 17-R28 approving the adoption of the amended Solid Waste Administrative guidelines and the schedule of fees for collection and disposal of garbage and trash.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

City Commission Regular Meeting

5.a.

Meeting Date: 08/21/2017

Re:

SUBJECT:

Approval of minutes from the August 1, 2017 special meeting and the August 7, 2017 regular meeting.

Attachments

08.01.2017 Minutes

08.07.2017 Minutes

Form Review

Form Started By: Linda Cox

Started On: 08/14/2017 01:27 PM

Final Approval Date: 08/14/2017

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE 3RD FLOOR CONFERENCE ROOM, CITY HALL, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 1:30 P.M. ON TUESDAY, AUGUST 1, 2017.

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 1:30 p.m.

2. ROLL CALL

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

Absent: Commissioner Reginald Sessions

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

Attendees: Douglas Noah, Litigation Counsel

- 3.** Special Closed Meeting (Attorney-Client Session) pursuant to F.S. 286.011(8) at the request of the City Attorney to discuss settlement negotiations or strategy session related to litigation expenditures in connection with The Haven Detox Fort Pierce, LLC, et al. vs. City of Fort Pierce, et al., U.S. District Court Case No. 16-CV-14270-KAM.

- 4.** Announcement of estimated length of attorney-client session.

Linda Cox, City Clerk, announced that the closed session was anticipated to last 30 minutes.

- 5.** City Clerk to announce the names of those in attendance. The session shall be recorded by a certified court reporter. (Note: The court reporter will prepare the transcript of the meeting and file it with the City Clerk within a reasonable time; it shall remain sealed until the conclusion of the litigation, at which time the transcript will be made part of the public record.)

Linda Cox, City Clerk announced those in attendance as follows: Mayor Linda Hudson; Commissioners Rufus Alexander, Jeremiah Johnson, and Thomas Perona; City Attorney James M. Messer, Litigation Counsel Doug Noah, Esq., and City Manager Nicholas Mimms. The entire session will be recorded by a court reporter and the transcript will be made part of the public record upon conclusion of the litigation. Ms. Cox left the meeting at 1:32 P.M. and the session was recorded by a certified court reporter. **Commissioner Sessions entered the meeting while in progress.**

- 6.** Meeting reopens at conclusion of attorney-client session.

The meeting was reopened at 2:05 p.m. and Ms. Cox rejoined the meeting.

7. ADJOURNMENT

Mayor Hudson adjourned the meeting at 2:05 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

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, AUGUST 7, 2017.

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 6:30 p.m.
2. **OPENING PRAYER** - Reverend George Welch, White City United Methodist Church, gave the opening prayer.

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

Absent: Commissioner Rufus Alexander

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

Commissioner Alexander arrived at 6:31 p.m.

5. **APPROVAL OF MINUTES**

- a. Approval of Minutes from the July 12, 2017 Special Meeting minutes and the July 17, 2017 Regular Meeting minutes

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the minutes of the July 12, 2017 Special Meeting and July 17, 2017 Regular Meeting.

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

Passed

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

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

- a. Email from Donna Thomas thanking Chief Hobley-Burney for inviting CenterState Bank to participate in the Unity in Our Community event, and also thanking Audria Wells, Crime Analyst, for her hard work and prompt communication with the bank concerning the coordination of the event.
- b. Email from Kerry Padrick, Chief Communications Officer, St. Lucie Public Schools, commending the entire team at the Fort Pierce Police Department for the organization and follow through with the Unity in Our Community event.

- c. Letter from Mike Oyler, President, CMI Executive Board, The Colonnades nominating Fort Pierce Police Officer J. Fasanello for the "outstanding recognition" of his top tier professionalism, work ethics and problem solving abilities, and in appreciation of Sgt. John Schramm's support and leadership with their Crime Watch and COP and giving accolades and compliments to Officer Damian Spotts, who is a valuable asset to the Police Department.
- d. Email from Andrea Kochanowski, Executive Director, Fort Pierce Housing Authority, commending Chief Hobley-Burney for an impressive, first class, professional Unity in the Community event and for the Police Department's positive impact on the community.
- e. Letter from Merritt and Anna Mae Reimert expressing their delight with the City's effort to improve Seaway Drive from the bridge east to Chuck's.
- f. Letter from Chief Hobley-Burney acknowledging the support from Allegany Franciscan Ministries and Police Department personnel, Summer Students, Explorers, COP, Ambassadors as well as City staff that contributed to the tremendous success of the First Annual Unity in Our Community Day.
- g. Letter from Pam Gillette, Main Street Fort Pierce, thanking the City of Fort Pierce for funding the Stars over St. Lucie - 4th of July Celebration and the fireworks show, and also thanking the Public Works Department and Fort Pierce Police Department for their support and assistance.
- h. Email from Kimberly A. Roberts, 21st Century Program Manager, thanking the Fort Pierce Police Department for visiting Chester A. Moore and Lawnwood Elementary Schools to speak to the students about making good choices and for their relationship building interaction with the students.

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

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to move items **12a** and **12b** ahead of the Consent Agenda and accept the agenda as amended.

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

Passed

Items 12a and 12b were heard ahead of the Consent Agenda.

10. **CONSENT AGENDA**

- a. Approve grant award for Ms. Helen Ha for her business, Pro Nails, in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan - Grant Award for Small Business.
- b. Approval of Communitywide Council recommendations for three (3) Commercial Facade Grant awards for 503 N. 7th Street (International Longshoremen), 701 Orange Avenue (Trident Properties) and 1505 Orange Avenue (Council on Aging) in an amount not to exceed \$5,000 for each property.
- c. Commission approval to appoint employees to serve on the Public Risk Management of Florida Group Health Trust Board of Directors.

- d. Approval of the annual Humane Society contract for FY 2018 in an amount not to exceed \$130,000.00.
- e. Approve settlement agreement in The Haven Detox Fort Pierce, LLC, et al. vs. City of Fort Pierce, et al., U.S. District Court Case No. 16-CV-14270-KAM.
- f. Approval of an Interlocal Agreement between the City of Fort Pierce and St. Lucie County beginning October 1, 2017 to September 30, 2018 for cooperation on state lobbying in an amount not to exceed \$25,000.

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

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

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

Passed

As to item **10d**, Commissioner Perona stated that this is a recurring event and he is happy to see that the amount does not exceed \$130,000. This program has been a success. He wants to say thank you to staff, community volunteers and partners.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve item **10d**.

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

Passed

11. PUBLIC HEARINGS

- a. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners, Walter and Cheryl Brett and Applicant, Heather Tinney to change the use of two (2) existing buildings from office to single family residential, at 515 S. Indian River Drive, Fort Pierce, FL. The property is zoned C-1, Office Commercial Zone (Parcel ID 2401-810-0001-000-9).

Vennis Gilmore, Planning Analyst, gave a presentation and was available for questions. City staff confirmed that the quasi-judicial hearing procedures have been waived.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

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

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

Passed

- b. Quasi-Judicial Hearing - Review and approval of a Final Plat, with conditions, submitted by Property Owner(s) Premier Hospitality Inc. and Applicant, Richard Laventure, PE, to subdivide a 5.28 acre parcel of land into four (4) tracts, located at 6505 Metal Drive, Fort Pierce, FL. The property is zoned General Commercial (C-3), Parcel: 2324-341-0002-000-3.

Kori Benton, Senior Planner, appeared and was available for questions. City staff confirmed that the quasi-judicial hearing procedures have been waived.

Mayor Hudson opened the public hearing.

Richard Laventure, applicant representative, was available for questions. Seeing no one else, Mayor Hudson closed the public hearing.

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

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

- c. Quasi-Judicial Hearing - Application for Site Plan, Conditional Use, and Design Review, with conditions, submitted by property owners, 604 Midway LLC and Representative Mike McCarty of McCarty & Associates, to reuse an existing 6,002 sq. ft. medical office and construct a new 50,820 sq. ft. (180 bed) in-patient treatment center for Drug & Alcohol Treatment at 604 Midway Road, Fort Pierce, FL. The property is zoned Office Commercial, C-1. Parcel ID: 3403-243-0001-000-0.

Jim Messer, City Attorney, spoke briefly about the process for quasi-judicial proceedings. The Commission is held to stricter procedural requirements and decisions must be made based on competent, substantial evidence. He advised that recovering addicts are treated as disabled for purposes of anti-discrimination laws.

Linda Cox, City Clerk, confirmed that advertising has been met for this hearing. Commissioner Perona announced that he has spoken with the applicant representative and a community member. Commissioner Johnson announced that he spoke with the applicant representative on August 2nd. Mayor Hudson has received several emails and phone calls from neighboring residents.

Members of the audience who plan to speak were asked to stand and Linda Cox, City Clerk, issued the oath. She asked the witnesses to, when addressing the Commission, to clearly state their name and confirm that they have been sworn in.

Kori Benton, Senior Planner, gave a presentation and was available for questions. The applicant representative is here to speak to details of their operations.

Mike McCarty, applicant representative, introduced the team that worked on the project and spoke about the details of the operations and addressed concerns.

Ron Corbin, Clinical Director, appeared, was available for questions and addressed concerns.

Mayor Hudson opened the public hearing.

Lisa Nelson spoke in opposition.

Bud Wild spoke in opposition.

Stefanie Wild spoke in opposition.

Sandra Brogan spoke in opposition.

Judith Waskq spoke in opposition.

Response from applicant representative:

Mike McCarty, applicant representative, stated that the project was in compliance with the zoning code.

Ron Corbin, Clinical Director, stated that there are outpatient services, counseling and after-care services provided.

Nitchel Marcelin-Joyce, employee, stated that all employees receive training and work closely with medical providers.

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

James Messer stated there was no evidence presented to justify a continuance.

Commission discussion included other facilities approved by City Commission, other similar facilities that are within and outside of the city's limits and square footage of the facility. They have to make good decisions within their authority and the authority on this issue is limited.

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

- 1) The proposal integrates a trash collection and dumpster screening plan for the initial phase to reuse the existing structure; and
- 2) The Landscape Plan integrates detail of tree protection and mitigation, pursuant to the City Code Section 22-194, prior to issuance of building permits.
- 3) A stop sign and stop bar is incorporated at the Midway Road exit.
- 4) The combined two-way drive aisle and parking stall width (90° spaces), at the south side of the new Porte Cochere, meets the minimum dimension of 45 ft.

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

Passed

- d. Presentation and Two of Two (2) Public Hearings for 2017-2018 CDBG Annual Action Plan.

Libby Woodruff, Grants Administration Manager, gave an update on the community needs survey and grant fund allocation for the 2017-2018 fiscal year.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

- e. Legislative Hearing - Ordinance No. 17-024, Reducing the number of Planning Board Members. FIRST READING

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 XII, SECTIONS 2-221 AND 2-223, REDUCING THE NUMBER OF PLANNING BOARD MEMBERS AND ELIMINATING ITS POWER TO ADOPT RULES AND REGULATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Jim Messer, City Attorney, stated that the Ordinance reduces the number of planning board to five (5) members with one (1) alternate. This is an attempt to restore the balance so that

the department head is responsible for the workings of the planning board. In order to effectuate the goals of the planning board, the department head must be there to make sure things are getting done.

Mayor Hudson opened the public hearing.
Bob Burdge, Chair, spoke in opposition.
Roy Darby spoke in support.
Seeing no one else, Mayor Hudson closed the public hearing.

Commission discussion included procedure changes and the City Manager's role in managing the process. Commissioner Johnson is a proponent of a seven (7) member board and two (2) alternates. Nicholas Mimms, City Manager, stated that we have capable staff that is able to work closely with the professional and competent board members.

Motion was made by Commissioner Jeremiah Johnson, seconded by Mayor Linda Hudson with a question, to select and have seven (7) members and one (1) alternate. Five (5) will be appointed by the Commission, three (3) at large, one (1) of which is an alternate. Terms will be staggered for the 3 at large appointments. Staff and Board will work together to create procedures for that committee.

Further Commission discussion included the necessity of an alternate when you have a quorum and clarification on the establishment of standardized procedures.

The motion was further clarified to keep the members at seven (7) plus one (1) alternate and to delete rules and regulations and rename them procedures.

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

Passed

- f. Legislative Hearing - Ordinance No. 17-023, amending Article XXII, Chapter 2 to provide for Arts and Culture Advisory Board to oversee Art in Public Places Program and 10-Year Arts and Culture Strategic Plan. SECOND READING

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING ARTICLE XXII, CHAPTER 2, ART IN PUBLIC PLACES, BY AMENDING SEC. 2-355 – DEFINITIONS, PROVIDING FOR THE CREATION OF AN ARTS AND CULTURE ADVISORY BOARD AND CREATION OF A 10-YEAR ARTS AND CULTURE STRATEGIC PLAN; AMENDING SEC. 2-356 ART IN PUBLIC PLACES PROGRAM, INCORPORATING THE STRATEGIC PLAN; PROVIDING A SEVERABILITY CLAUSE; AND REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Libby Woodruff, Grants Administration Manager, appeared and was available for questions.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item **11f**.

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

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

- a. St. Lucie County School District update - Superintendent Wayne Gent - This item was presented before the Consent Agenda.

Wayne Gent, Superintendent, gave an update on the state of the school district. St. Lucie County is now a B-rated district with no failing school and had the highest improvement in the Treasure Coast. They are excited about the significant improvement and plans to keep the momentum going as they embark on the new academic year.

Commission discussion included rewarding the student's progress, dealing with truancy, and how the future of Fort Pierce based on the school board's success.

- b. Presentation and update on the Boy & Girls Clubs of St. Lucie County - Will Armstead, Executive Director - This item was presented before the Consent Agenda.

Will Armstead, Executive Director, stated that he has seen the youth become motivated and contributes that to the school board's success. The Summer of Success, Unity in the Community, Juneteenth celebration, Restoring the Village events, and other events such as these, give the youth a sense of belonging that makes them proud to be a part of the Fort Pierce community.

Commissioner Alexander thanked Mr. Armstead for making a difference.

- c. Approval and Acceptance of the FPUA FY2018 Annual Budget.

John Tompeck, Interim FPUA Director, and Nina Penick, Finance Director, presented the FY2018 budget and was available for questions. There are no unusual items in the budget and it is very similar to last year's in terms of scope, revenue and expenses. No rate increases are included in this budget and none are anticipated.

Commission discussion included having a spending issue, fixing the infrastructure and debt services requirements.

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

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

Passed

- d. Third Quarter Financial Report

Johnna Morris, Finance Director, gave a brief presentation and was available for questions. All funds are in a positive position with the exception fo the Golf Course and Sunrise Theatre.

13. CITY COMMISSION

- a. Resolution No. 17-R17 establishing a Limited Charter Review Commission.

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

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING A LIMITED CHARTER REVIEW COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

James Messer, City Attorney, spoke to recent issues in reference to the FPUA, such as, what is the relationship between UA and City, what are the powers and duties of UA relative to their service territory, and how the revenue paid to the City is calculated. He proposes a limited Charter Review Commission to examine Article XII, with a 6 month limit to come back to the City Commission.

Commission discussion included residency requirements of appointees and were open to including St. Lucie County residents. The applications are due on Sept 5, 2017.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve item **13a** to include a ratepayer that is a St. Lucie County resident as an eligible appointee.

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

Passed

- b. Resolution No. 17-R21 establishing a fee for Special Exemption Permits as provided in Sec. 4-2 of the City Code of Ordinances

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

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A SPECIAL EXEMPTION PERMIT FEE AS REFERENCED IN SECTION 4-2 PROHIBITED ANIMALS IN THE FORT PIERCE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

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

Passed

- c. Resolution 17-R22 establishing the Arts and Culture Advisory Board

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE ARTS AND CULTURE ADVISORY BOARD, SPECIFYING THE PURPOSES OF THE ADVISORY BOARD, COMPOSITION OF THE ADVISORY BOARD, TERMS OF APPOINTMENTS AND DUTIES OF THE ADVISORY BOARD, AND PROVIDING FOR A DATE CERTAIN.

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

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

Passed

- d. Resolution 17-R24 approving the submission of grant application to receive grant award for costs associated with reconstruction of Moore's Creek Boat Ramp from Florida Fish and Wildlife Conservation Commission (FWC).

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE MANAGER OF THE FORT PIERCE CITY MARINA TO APPLY FOR BOATING INFRASTRUCTURE GRANT FUNDS, ADMINISTERED BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION THROUGH THE U.S. FISH AND WILDLIFE SERVICE FOR THE COST ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF A BOAT RAMP IMPROVEMENTS AND RELATED AMENITIES LOCATED AT THE MOORE'S CREEK BOAT RAMP IN DOWNTOWN FORT PIERCE, PROVIDING FOR AN EFFECTIVE DATE.

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

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

Passed

- e. Resolution 17-R25 Appointing members to the Civil Service Appeals Board following a vote by the Commission.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE CIVIL SERVICE APPEALS BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Linda Cox, City Clerk, passed out the ballots.

Commissioner Perona appointed: Laura Murphy - regular; Ed Cox - alternate
Mayor Hudson appointed: Christine Taylor - regular; Mike Dahan - alternate
Commissioner Johnson appointed: Christine Taylor - regular; Ed Cox - alternate
Commissioner Sessions appointed: Mario Wilcox - regular; Mike Dahan - alternate
Commissioner Alexander appointed: Christine Taylor - regular; Ed Cox - alternate

Three appointments of Christine Taylor to the regular position and Ed Cox to the alternate position.

14. COMMENTS FROM THE PUBLIC

Roy Darby

15. COMMENTS FROM THE CITY MANAGER

a. City Manager's Report

Nicholas Mimms, City Manager, spoke about staff's Community Outreach; Chili Cook-off, Unity in our Community, Treasure Coast Youth Sailing Foundation raft race, the Police Department giving out free backpacks, free basketball summer camp, Summer of Success and IMPACT Awards. He also gave an update about 17th Street resurfacing, TNR program and capital improvements. Upcoming events include the Boards and Committees Appreciation Breakfast on August 10, First Annual Treasure Coast Minority Business Expo on August 12. On August 14, Conference Agenda will discuss golf cart utilization, annexation and Sunrise Center layout.

16. COMMENTS FROM THE COMMISSION

Commissioner Perona attended the FMPA Conference and will provide an update on the utility provider.

Commissioner Sessions inquired about 17th street resurfacing.

Commissioner Johnson mentioned school starting on Monday, August 14 and asked everyone to be safe and leave early. He inquired about additional police presence in the CA Moore school zone.

Commissioner Alexander had no comments.

Mayor Hudson stated that personal letters to her as Mayor are public record. The planters along Orange Avenue in the Peacock Arts District is going to look great; thank you staff and public works.

17. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 11:59 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

7.a.

Meeting Date: 08/21/2017

Re: Email from Julia Zavala

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Julia Zavala in recognition of Sgt. Tumblin and Officer Colvin's excellence and patience when they came to the assistance of her brother.

Attachments

Email from Julia Zavala

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/14/2017 04:20 PM
City Manager	Nick Mimms	08/14/2017 04:20 PM
Form Started By: Jennifer Robinson		Started On: 08/09/2017 01:13 PM
Final Approval Date: 08/14/2017		



To: Jennifer D Robinson/cfp@cfp,
Cc: "Diane Hobley-Burney" <dhobley-burney@fppd.org>, Kevin Browning/cfp@CFP,
Bcc:
Subject: Fw: RE: Above and Beyond
From: Nicholas Mimms/cfp - Monday 07/31/2017 08:17 AM

History: This message has been replied to.

From: Julia Zavala [<mailto:julia@baseking.com>]
Sent: Saturday, July 29, 2017 2:56 AM
To: Diane Hobley-Burney <dhobley-burney@fppd.org>
Cc: Julia Garcia-Zavala <julia@baseking.com>
Subject: Above and Beyond

Chief Hobley-Burney,

Good evening! I just wanted to share my story with you. My Brother was flown down to Florida from GA by Stuart Detox Facility. He got there and was misinformed. He felt he couldn't afford their help and he thought he would only be gone a week or two and come home. They wanted to keep him 25 days. So after they gave out medication for the day, he became more anxious. So he checked himself out. Again, they had already given him medication and they still dropped him off at the Loves Travel Stop, to catch a Greyhound.

So he was disoriented and lost in an unknown city with no money or family. He called me scared and unsure of how he was going to get home. He was hiding under a transfer truck from the rain because the bus office was closed. I tried to get him to go back, but he wanted to come home. Many calls missed and text that were illegible, I finally got the information out of him and the gas station attendant; I needed to book his bus ticket. Then I realized I had 4 hours to keep him put. I tried texting him and calling him

multiple times make sure he stayed put. Then after a shift change at the gas station he made the mistake of asking about his bus. They had no information so he thought that meant his bus was not coming. So he hit the streets again. When I called to check on him, he was walking on the interstate. I reminded him of his bus ticket and asked him to walk back to the gas station to wait for the bus. He told me he was about to pass out so I quickly sent him the address of the Gas Station again. Then I couldn't get a hold of him for over an hour. Which as you can imagine, we were extremely worried. Especially because he was not through with the detox part of the rehab and we were worried he may have a heart attack or pass out in the road or worse. So we called your department for help. Not but a few minutes after calling I received a call from A/Sgt. Willis Tumblin. He was very calm and polite. He collected the information about my brother... like what he could be wearing, height, descriptions, etc. Then I sent him pictures, my brothers phone number, and information via text. Not too much later he called me to let me know they found him and he was missing his bag with his phone. Sgt. Tumblin and Officer Colvin continued to look for his bag because I was concerned that he needed his phone to show his bus ticket, that I bought him. They were unable to locate his bag or his phone. So Sgt. Tumblin, quickly contacted me back to get me to email him the tickets so he could print them for my brother. I was so impressed with the leaps and bounds beyond their normal call of duty, that these officers were willing to do to help my brother and our family. Sgt. Tumblin and Officer not only did all of that but they waited with my brother to ensure he got on the bus and headed home. This will always be remembered. I will

never forget the great effort put forth by your officers tonight and the sense of relief they gave me and my family, knowing my brother was finally safe and in good hands.

These officers deserve recognition for the excellence and patience!

A/Sgt. W. Tumblin badge#8619 & Officer Colvin badge #8698

Sincerely,

Julia Zavala

Base King, LLC™

Home of EnviroSTIX™ and EnviroHEALTH™

137 Lower Dug Gap Road

Dalton, GA 30720

Mobile: [\(706\) 483-6658](tel:(706)483-6658)

Fax: [\(706\) 278-2611](tel:(706)278-2611)

Base King, LLC

Email: julia@baseking.com

City Commission Regular Meeting

7.b.

Meeting Date: 08/21/2017

Re: Email from Anita Prentice

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Anita Prentice thanking Libby Woodruff, Grants Administration Manager, for providing City of Fort Pierce information bags for the teachers who attended an event hosted by Florida Humanities Council.

Attachments

Email from Anita Prentice

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/14/2017 04:20 PM
City Manager	Nick Mimms	08/14/2017 04:20 PM
Form Started By: Jennifer Robinson		Started On: 08/09/2017 01:34 PM
Final Approval Date: 08/14/2017		



To: Jennifer D Robinson/cfp@cfp,
Cc:
Bcc:
Subject: Fw: Thanks to Libby and staff for the Fort Pierce Info Bags
From: Nicholas Mimms/cfp - Wednesday 08/02/2017 08:27 AM

anitapr1056@gmail.com --- Thanks to Libby and staff for the Fort Pierce Info Bags ---

From: anitapr1056@gmail.com
To: nmimms@city-ftpierce.com
Cc: ewoodruff@city-ftpierce.com
Date: Tue, Aug 1, 2017 8:05 PM
Subject: Thanks to Libby and staff for the Fort Pierce Info Bags

Hello Nick, I just wanted to thank Libby and let you know how wonderful your staff is. The Fl. Humanities Council hosts teachers from all over the country. One of the week long studies is Zora Neale Hurston's work and life. They start in Orlando...between studying her writings and talks with Zora scholars they cover quite a bit. The last day of their week is Zora in Fort Pierce. The teachers go to her home, the Zora museum, her grave site and end up at Grannie's for lunch with stories from owner Hassie. This year the day was rounded out with author Lynn Moylan, who wrote Zora's Last Decade, including her time in Fort Pierce. I mentioned this to Libby and she made sure there were all the bags needed for 36 participants for two sessions. At my table alone there were teachers from Ca. to Fl. and all points in between. We have such a wonderful group of people in City Hall that are getting the word out of our Great city. Just thought I'd tell you how grateful I am. And again thanks to Libby nearly 80 people got to find out how special Fort Pierce is. Warm Regards, Anita Prentice

City Commission Regular Meeting

7.c.

Meeting Date: 08/21/2017

Re: Email from M. Virginia Barnes

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from M. Virginia Barnes expressing her appreciation of Caleta Scott, Deputy City Clerk, being extremely helpful and knowledgeable in response to her inquiry about the Business Tax Receipt.

Attachments

Email from M. Virginia Barnes

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/14/2017 04:20 PM
City Manager	Nick Mimms	08/14/2017 04:20 PM
Form Started By: Jennifer Robinson		Started On: 08/09/2017 02:15 PM
Final Approval Date: 08/14/2017		



To: Jennifer D Robinson/cfp@cfp
Cc: Linda Cox/cfp@cfp, Caleta Scott/cfp@CFP, Kevin Browning/cfp@CFP
Bcc:
Subject: Fw: Re: Caleta Scott
From: Nicholas Mimms/cfp - Monday 07/31/2017 04:45 PM

History: This message has been replied to.

From: Barnes Ginny <mybacb@gmail.com>
To: lcox@city-ftierce.com
Date: 07/31/2017 03:01 PM
Subject: Caleta Scott

Good Afternoon,
I just wanted to let you know that I spoke with Caleta Scott this afternoon regarding your Business Tax Application. She was extremely helpful and had ALL information necessary to answer my questions. It would be great if more municipalities had such helpful and friendly staff!

Thank you,
M Virginia Barnes
858-692-2792

City Commission Regular Meeting

10.a.

Meeting Date: 08/21/2017

Re: Kimley-Horn Specific Authorization No. 4 (RFQ 2013-005) - Ohio Avenue
Realignment and Signalization Improvements

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Specific Authorization No. 4 in an amount not to exceed \$135,875 (\$50,000 reimbursement by FDOT, \$85,875 City cost) for professional engineering services relating to the Ohio Avenue Realignment and Signalization project located between South 3rd Street and U.S. Highway One.

SUMMARY:

This Specific Authorization provides professional engineering services for the project including preparation of construction plans, mast arm design, specifications, bid documents, and permitting for the realignment of Ohio Avenue as described in Exhibit "A".

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Disregard quote and negotiate with another consultant on the City's list of continuing services providers

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FDOT

Fiscal Impact

Budgeted Y/N: N/A
Fiscal Year: N/A
Account: N/A
Amount: \$135,875

FISCAL IMPACT:

The \$135,875 will be funded from Road Impact Fees or Restricted Funds with a \$50,000 design reimbursement by FDOT.

Attachments

Approved SA No. 4

Form Review

Inbox

Finance Department

City Manager

Form Started By: Tracy Telle

Final Approval Date: 08/14/2017

Reviewed By

Johnna Morris

Nick Mimms

Date

08/14/2017 02:45 PM

08/14/2017 04:20 PM

Started On: 08/07/2017 10:26 AM

SPECIFIC AUTHORIZATION NO. 4

CITY OF FORT PIERCE OHIO AVENUE REALIGNMENT AND ROADWAY IMPROVEMENTS – EAST OF US HIGHWAY ONE

SCOPE OF SERVICES

Pursuant to the provisions contained in the “RFQ No. 2013-005 – Professional Services Agreement” between The City of Fort Pierce (hereinafter referred to as “CITY”) and Kimley-Horn and Associates, Inc. (hereinafter referred to as “ENGINEER”) dated the 5th day of January 2015, CITY authorizes the ENGINEER to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The CITY desires additional services related to the realignment of Ohio Avenue east of US Highway 1, hereinafter referred to as the “Project”.

This Project is an FDOT funded project.

Section 1 - Scope of Work and Schedule of Services

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

Professional consultant services are required for the preparation of engineering plans, bid documents, and specification package to support the design, permitting, and bidding of improvements to Ohio Avenue between US Highway One and 3rd Street. The engineer will prepare the plans along with the bid and specification packages to meet the requirements of the City of Fort Pierce and Florida Department of Transportation. The proposed improvements and scope of services are more particularly described in Exhibit “A”, attached hereto and incorporated by reference herein.

Section 2 - Deliverables

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

30% Design Drawings	2 Months from NTP
60% Design Drawings	4 Months from NTP
90% Design Drawings	6 Months from NTP
100% Design Drawings	7 Months from NTP

SPECIFIC AUTHORIZATION NO. 4

CITY OF FORT PIERCE OHIO AVENUE REALIGNMENT AND ROADWAY IMPROVEMENTS – EAST OF US HIGHWAY ONE

Section 3 - Method and Amount of Compensation

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

The budget (or fee) for the services is not to exceed \$135,875.00

Section 4 - CITY's Responsibilities

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

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF, this AGREEMENT, consisting of eight pages has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: _____
Linda Hudson, Mayor

Date: _____

Attest: _____
Linda Cox, City Clerk

SPECIFIC AUTHORIZATION NO. 4

**CITY OF FORT PIERCE OHIO AVENUE REALIGNMENT AND ROADWAY
IMPROVEMENTS – EAST OF US HIGHWAY ONE**

KIMLEY-HORN & ASSOCIATES, INC.

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

Date: 7/25/17

APPROVED AS TO FORM & CORRECTNESS:

By:  _____
James M. Messer, City Attorney

Date: 8/1/2017

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

CITY OF FORT PIERCE OHIO AVENUE ROADWAY IMPROVEMENTS

PROJECT DESCRIPTION:

The CITY desires to improve Ohio Avenue to a 2-lane divided urban boulevard between US Highway 1 and S. 3rd Street. The corridor will be designed with auxiliary turn lanes to support turning movements onto US Highway 1 and to support the commercial development currently under construction lying immediately north of the corridor. The CITY desires that the new Ohio Avenue alignment be designed to remove the travel lane skew through the US Highway 1 intersection.

The corridor is envisioned to contain decorative street lighting and median landscaping. In addition, the existing Indian Hills Golf Course monument sign located in the northeast corner of the US Highway 1/ Ohio Avenue intersection, will be reconstructed into the proposed Ohio Avenue median.

DESCRIPTION OF TASK DELIVERABLES:

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

A. General:

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

ENGINEER and CITY.

B. Topographic Design Survey:

The CITY agrees that the ENGINEER may utilize the design topographic survey developed to support the commercial redevelopment, currently under construction.

C. Roadway Analysis and Plans:

Roadway set of plans shall consist of the following:

	30%	60%	90%	100%
Cover Sheet	P	S	S	F
Summary of Pay Items		P	S	F
Typical Sections	P	S	S	F
Summary of Quantities & General Notes	P	S	S	F
Plan and Profile Sheets (40 scale)	P	S	S	F
Intersection Plan & Details		P	S	F
Special Details		P	S	F
Cross Sections at 50 ft intervals		P	S	F
Stormwater Pollution Prevention Plans		P	S	F
Signing & Pavement Marking Plans (40 scale double plan)	P	S	S	F
Signalization Plans		P	S	F
Landscape and Irrigation Plans		P	S	F
Lighting Plans		P	S	F
Construction Cost Estimate and Quantities	P	S	S	F

Notes: (P)-Preliminary, (S)-Substantially Complete, (F)-Final

General Construction Plan Requirements:

- Plans shall be prepared on 11" x 17" sheets.
- Each phase submittal shall include a minimum of three (3) sets of 11" x 17" drawings and one (1) set of disk(s) with drawings in PDF format.
- Plan and Profile sheets shall depict existing right-of-way, proposed right-of-way, section lines, property lines, temporary construction easements, and centerline of construction. Horizontal control points with state plane coordinates for all PC's, PT's, curve radius, curve length and horizontal

PI's shall be included on the Plan or summarized in an alignment table.

- Plans shall include proposed curb return profiles for the proposed turn lane.
- Match lines shall not be located within the limits of an intersection.
- Soil boring information shall be plotted on cross sections with soil classification and high season water table.
- All quantities shall reference FDOT Pay Item Numbers.
- All details shall reference applicable FDOT Index Numbers.
- All specifications shall reference to FDOT Specifications for Road and Bridge Construction. Any deviations are special specifications not included in FDOT Specifications are required in the Technical Specifications.

The plans will be prepared based upon English units. Design will be conducted in MicroStation and Geopak and required deliverables shall be provided in PDF format.

The following items are not included:

- Franchise Utility Relocation Plans

D. Drainage analysis and Plans:

1. Perform drainage investigations and analysis necessary to prepare a design which will drain the project in accordance with the City of Ft. Pierce Code of Ordinances, South Florida Water Management District (SFWMD) and FDOT design criteria. The work will include the engineering analyses for any or all of the following:
 - a. *Determine Base Clearance Water Elevation*
Analyze, determine, and document high water elevations which will be used to set roadway profile grades. Determine surface water elevations at the proposed closed basin drainage structures to be located within the roadway right of way.

b. Design of Stormwater Management Facility

Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and flood control.

c. Design of Storm Drains

Develop a "working drainage map", determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine Design tailwater and, if necessary, outlet scour protection.

d. Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions.

2. A Stormwater Pollution Prevention Plan (SWPPP) will be developed in conjunction with this project. The site specific SWPPP is a requirement of both the EPA National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Construction Activities, and the FDEP Generic Permit for Stormwater Discharges from Construction Activities.

E. Permitting:

The ENGINEER shall prepare permit applications to the SFWMD and U.S. Army Corps of Engineers (ACOE) for submittal by the CITY. This will consist of all required evaluation, design, coordination, and follow-up work necessary to support permit applications. The CITY will review the permit applications as necessary. The ENGINEER shall assemble and be responsible for the final submittal. The ENGINEER shall prepare permit sketches for submission by the CITY to ACOE and SFWMD for dredge and fill activities, if necessary. The ENGINEER shall submit all permit sketches on 8.5" x 11" sheets. Sketches shall be neatly scaled, signed and sealed, and reproducible. The CITY will be responsible for all permit application fees.

F. Franchise Utility Coordination:

The ENGINEER will coordinate with franchise utility providers operating within the project limits to identify existing facilities and identify facilities that may be impacted by the proposed improvements. The ENGINEER is not responsible for developing franchise utility relocation plans, if necessary.

G. Signing and Pavement Marking Plans:

Signing and Pavement Marking plans shall include: Preparation of the plan layout, key map, quantities (including signing and pavement marking quantity), tabulation of quantities, and detail of major signs. Plans are to be prepared in accordance with the latest design standards and practices (MUTCD), FDOT Standard Specifications, Indexes, and shall be accurate, legible, complete in design and drawn at the same scale as the Roadway Plans, furnished in reproducible form.

H. Signalization Plans:

Mast-arm traffic signal will be designed at the following intersection:

- US Highway 1 and Ohio Avenue (full signal design)

The signalization improvements will be designed to meet current CITY and FDOT standards. Luminaries will be provided on each mast arm pole. The pole analysis and design of the signal systems will be completed and submitted to CITY for review. Signalization plans will be included with the roadway plans and submitted as indicated above.

a. *Geotechnical Investigation*

The ENGINEER will retain the services of a Geotechnical Engineer to aid in the mast-arm foundation design. The Geotechnical Investigation will consist of exploration of the subsurface conditions of the intersections employing two (2), 30-foot deep Standard Penetration Test (SPT) borings. It is assumed that adequate right-of-way exists to execute the field work required by the truck mounted equipment. Selected soil samples will be tested for moisture content, organic content and percent fines. The test results will aid in classifying the soils in accordance with the Unified Soil Classification System (UCSC) and evaluating suitability. Determination of soil parameters (i.e., unit weight, friction angle and cohesion), an estimated wet season water table level and recommendations for drilled shaft construction for use in design of drilled shaft foundations. A brief written report which furnishes findings and recommendation will be provided.

b. *Supplemental Topographic Survey*

Supplemental survey data will be collected to directly support the proposed US Highway 1/ Ohio Avenue signalization improvements. The ENGINEER will provide supplemental topographic survey services necessary to support and facilitate contemplated signalization design and permitting activities associated with this project. This task will consist of the preparation of digital base map

topographic surveys in accordance with the Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to the intent of the Florida Standards of Practice set forth by the Florida Board of Professional Surveyors in Section 472.027, Florida Statutes.

c. *FDOT Permitting*

To support the proposed signalization improvements, the ENGINEER shall prepare permit applications to the FDOT for submittal by the CITY. This will consist of all required evaluation, design, coordination, and follow-up work necessary to support permit application.

I. Landscape and Irrigation Plans:

1. Landscape Architectural Design – The ENGINEER will prepare detailed landscape planting plans for the project which will indicate the location of new plantings. These plans will also include a detailed plant list showing quantities, types, sizes, and specifications for new plantings. Planting details and specifications will also be included on separate sheets.

The ENGINEER will develop construction details necessary to support the relocation of the existing Indian Hills Golf Course monument sign. It is assumed that the proposed monument sign will follow the existing monument sign architecture and presentation.

2. Irrigation Design - The ENGINEER will provide irrigation construction documents based on current published agency design criteria. Irrigation Plans and details will be provided for an irrigation system designed to provide 100% irrigation coverage for all landscaped areas. The irrigation plan will outline head layout, mainline and lateral line layout, valve sizes and locations, pipe sleeving, controller and rain sensor type and location, source and/or point of connection, backflow prevention device, system operation calculations and schedules, detailed drawings and installation notes on the plans.

Also included in this task will be coordination to determine preferred equipment, installation detailing, and other factors that will affect the irrigation design and coordination for connecting to irrigation source and other equipment necessary.

J. Lighting Analysis and Plans:

The ENGINEER will prepare a roadway lighting design and construction documents for the installation of roadway lighting for the Ohio Avenue corridor within the project limits. The scope of work will include the following:

- a. Preparation of photometric plan, pole layout/ placement
- b. Coordination with franchise utility operators
- c. Preparation of construction details and notes

K. Construction Phase Assistance:

Construction phase assistance shall be submitted to the CITY under a supplemental amendment, if so requested, once the construction documents have been finalized and construction duration has been determined.

TIME OF PERFORMANCE:

Upon authorization to proceed by the CITY, final design documents are expected to take approximately seven (7) months from the Notice to Proceed (NTP).

30% Design Drawings	2 months following NTP
60% Design Drawings	4 months following NTP
90% Design Drawings	6 months following NTP
100% Design Drawings	7 months following NTP

All work will be completed no later than March 31, 2018.

EXHIBIT "B"

COMPENSATION

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

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

Lump Sum Tasks

<u>Task Description</u>	<u>Fee</u>
Topographic Design Survey	\$ 0
Roadway Analysis and Plans	\$ 34,380
Drainage Analysis and Plans	\$ 18,020
Permitting	\$ 7,425
Franchise Utility Coordination	\$ 3,475
Signing and Marking Plans	\$ 7,075
Signalization Plans	\$ 48,160
Landscape and Irrigation Plans	\$ 9,860
Lighting Analysis and Plans	\$ 7,480
<u>Grand Total</u>	<u>\$ 135,875</u>

Compensation will be computed at the hourly rates of

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

City Commission Regular Meeting

10.b.

Meeting Date: 08/21/2017

Re: Piggy Back Golf Course Maintenance Contract

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval to enter into a 1-year contract with International Golf Maintenance, Inc. (IGM) consistent with the Indian River County Contract for Golf Course Maintenance, RFP Number 7054, in an amount not to exceed \$567,476.00.

SUMMARY:

Due to the current maintenance conditions at the Indian Hills Golf Course, staff is recommending that the City enter into a contract with IGM for complete maintenance of the golf course. The City will issue an RFP for a longer term contract to begin FY2019.

RECOMMENDATION:

Approve request to enter into a 1 year contract with IGM.

ALTERNATIVES:

Prepare RFP to seek other bids or do not contract maintenance of the golf course.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Nicholas C. Mimms, City Manager
Lucy Posa, Golf Course Manager

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2018

Account: TBD

Amount: 567,476.00

OTHER INFORMATION:

This amount was included in the draft budget presented at the City Commission Budget Workshop.

Attachments

Original RFP
Indian River County Contract

Form Review

Inbox

Finance Department
City Manager
Form Started By: Linda Cox
Final Approval Date: 08/15/2017

Reviewed By

Johnna Morris
Nick Mimms

Date

08/15/2017 03:58 PM
08/15/2017 05:25 PM
Started On: 07/19/2017 04:13 PM



INDIAN RIVER COUNTY
PURCHASING DIVISION
1840 25TH STREET, SUITE N-118
VERO BEACH FL 32960-3365
(772) 567-8000 EXT 1416 FAX (772) 770-5140

REQUEST FOR PROPOSALS

PROJECT NAME: SANDRIDGE GOLF CLUB COURSE MAINTENANCE

RFP NUMBER: 7054

MANDATORY PRE-PROPOSAL MEETING: APRIL 27, 2005 AT 1:00 P.M. AT SANDRIDGE GOLF CLUB; 5300 73RD STREET; VERO BEACH, FL 32967

REFER TECHNICAL QUESTIONS TO:

BOB KOMARINETZ, DIRECTOR OF GOLF

TELEPHONE: (772)770-5003

FAX: (772)770-5109

REFER GENERAL TERMS & CONDITIONS QUESTIONS TO:

JERRY DAVIS, INTERIM PURCHASING MANAGER

TELEPHONE: (772) 567-8000 EXT 1416

FAX: (772) 770-5140

E-MAIL: purchasing@ircgov.com

BID OPENING DATE:

BID OPENING TIME: 2:00 P.M.

ALL PROPOSALS MUST BE RECEIVED IN THE PURCHASING DIVISION LOCATED AT 1840 25TH STREET, SUITE N-118, VERO BEACH, FLORIDA 32960-3365 PRIOR TO THE DATE AND TIME SHOWN ABOVE. LATE PROPOSALS WILL BE RETURNED UNOPENED.

PLEASE SUBMIT ONE (1) ORIGINAL AND -THREE-(3) COPIES OF YOUR PROPOSAL

IMPORTANT! - PLEASE READ CAREFULLY BEFORE MAKING PROPOSAL

GENERAL PROVISIONS

ACKNOWLEDGEMENTS OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the proposal form, by letter, or by returning a copy of the issued amendment with the submitted proposal. The acknowledgement must be received by Indian River County by the time and at the place specified for the receipt of proposals. Failure to acknowledge an issued amendment may result in proposal rejection and disqualification.

ADDITIONAL INFORMATION

Questions concerning the contract or technical portions of the proposal document must be submitted in writing to Bob Komarinetz, Director of Golf, 5300 73rd Street; Vero Beach, FL 32967, fax number (772) 770-5109. Offerors are cautioned that any statements made by individuals, or employees of Indian River County, that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for proposal opening.

PROPOSAL ENVELOPES

Envelopes containing proposals must be sealed and marked in the lower left-hand corner with the request number, commodity, and date and hour of opening of proposals. Failure to do so may cause proposal not to be considered. Express mail envelopes containing a sealed proposal shall also be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of proposals.

PROPOSAL RECEIPT AND OPENING

Indian River County will receive sealed proposal until date and time indicated on proposal cover. Proposals must be delivered, by hand or mail, to the Indian River County Purchasing Division, located at 1840 25th Street, Suite N-118, Vero Beach, FL 32960-3365, where they will be opened at the stated time, **READING ONLY THE NAMES OF THE SUBMITTING OFFERORS**. Proposals must be time stamped in the Purchasing Division before or on the hour and date indicated on the cover sheet for the proposal opening. Proposals received after the date and time of the proposal opening will be received, date stamped, and returned to the offeror unopened. It is the responsibility of the offeror to ensure that proposals arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late proposals. **FAXED PROPOSALS WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** Notes may be taken at the public reading of the proposal(s) at the specified time and date of the opening or a personal inspection may be made of the proposal(s) after award has been made and documents are placed in central and public files.

INSURANCE REQUIREMENTS

Prior to the time contractor is entitled to commence any part of the project, work, or services under this contract, contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of 1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and

2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000.00 for each accident.
2. Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death and property damage of not less than \$1,000,000.00, each occurrence combined single limit. Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than \$50,000.00 per occurrence, unless otherwise stated by exception herein.
3. Commercial Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than \$1,000,000.00, each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
4. Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$500,000.00 per occurrence, if occurrence form is available; or claims made from with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to County by certified mail to: Indian River County, Purchasing Division, 1840 25th Street, Suite N-118, Vero Beach, FL 32960-3365. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said contractor from its insurer; and nothing contained herein shall absolve contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of contractor.
3. The term "County" or "Indian River County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Indian River County.
4. Indian River County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's self-insured retention of whatever nature.

CERTIFICATES AND LICENSES

The successful offeror shall possess all valid licenses and certificates required for performance of the work specified herein. Current notarized copies of licenses and certificates shall be provided to Indian River County within twenty-four hours upon demand at any time prior to or during the contract term.

INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless the County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and b) is caused in whole or in part by any negligent act or omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by the County.

In any and all claims against the County or any of its agents or employees, by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

DEBARMENT

By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

EXPENSES INCURRED IN PREPARING PROPOSAL

Indian River County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.

INFORMALITIES AND IRREGULARITIES

Indian River County has the right to waive minor defects or variation of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a offeror with the proposal for Indian River County to properly evaluate the proposal, Indian River County has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The Indian River County Board of County Commissioners reserves the right to reject any or all proposals in whole or in part; to award by any item, group(s) of items, total proposal, or accept the proposal which is most advantageous and in the best interest of Indian River County.

NONCONFORMING TERMS AND CONDITIONS

Proposal responses that include terms and conditions that do not conform to the terms and conditions in the proposal document are subject to rejection as nonresponsive. Indian River County reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by Indian River County of nonresponsiveness based on the submission of nonconforming terms and conditions.

VENUE

The laws of the State of Florida shall govern this agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

PUBLIC ENTITY CRIMES

Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); 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 in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

END OF GENERAL PROVISIONS

STATEMENT OF WORK

I. Introduction

Indian River County will receive proposals from firms having specific experience and qualifications in the area identified in the Request for Proposals. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service.

II. Background Information

1. PURPOSE

- A. As directed by the Board of County Commissioners, the County has issued this solicitation in order to consider various options for the operations of Sandridge Golf Club.
- B. The County's objectives are to:
 - 1. Find a qualified maintenance company to perform duties set forth in the Request For Proposal (RFP).
 - 2. Reduced operating costs without affecting the quality and level of service.

2. BACKGROUND

Sandridge Golf Club is a 36 hole, daily-fee public golf facility owned and operated by the Indian River County Board of County Commissioners. Sandridge Golf Club is a self-supporting enterprise fund entity of Indian River County and has maintained that posture since inception.

GOLF COURSE DESCRIPTION

Golf Course:	The Dunes	The Lakes
Built/Open:	1986	1992
Par:	72	72
Length:	6,900 Yards From Back Tee	6,200 Yards From Back Tee
Architect:	Ron Garl	Ron Garl
Construction Co.:	Guettler and Sons	Guettler and Sons

TURF TYPES

Greens:	Tif-Dwarf Bermuda	Classic Dwarf
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Tees:	419 Bermuda	419 Bermuda
Fairways/Rough:	419 Bermuda	419 Bermuda

OVERSEED

Greens:	Poa Trivialis/Perennial Rye (85/15) on Both	
Tees:	Perennial Rye on Both	
Fairways/Rough:	None	

DUNES GOLF COURSE PARTICULARS

	<i>Measurements:</i>	<i>Approx. Sq. Ft/Acres:</i>
Putting Surfaces:	20 Greens	118,000 Sq. Ft.
Tee Surfaces:	70 Tees	112,000 Sq. Ft.
Fairways:	18	32 Acres
Bermuda Rough:		48 Acres
Other Rough Under Irrigation:		22 Acres
St. Augustine Lawn:		5 Acres
Aquatics:	8	14 Acres
Sand Bunkers:	38	87,500 Sq. Ft.

LAKES GOLF COURSE PARTICULARS

	<i>Measurements:</i>	<i>Approx. Sq. Ft/Acres:</i>
Putting Surfaces:	20 Greens	102,000 Sq. Ft.
Tee Surfaces:	46 Tees	108,000 Sq. Ft.
Fairways:	18	31 Acres
Bermuda Rough:		33 Acres
Other Rough Under Irrigation:		15 Acres

St. Augustine Lawn:

Aquatics: 5 26 Acres
Wetlands: 2 6 Acres
Sand Bunkers: 38 96,000 Sq. Ft.

IRRIGATION SYSTEM: DUNES COURSE

Rain Bird Maxi V 31 Satellites
Controller System

Pump Station: PSI, Re-Fab, Skid Mount, 2 – 75HP, 1 – 25 HP Jockey

Irrigation Source: Surface water, lake and canal fed

IRRIGATION SYSTEM: LAKES COURSE

Rain Bird Maxi V 31 Satellites
Controller System

Pump Station: Flowtronic's, 2 – 75HP – 1 PM Pump

Irrigation Source: Surface water, lake and canal fed and supplemented by wells

3. EFFECTIVE CONTRACT DATE & TERM

The proposed effective date of this contract is October 1, 2005. The initial contract period will be a 5 YEAR duration ending 9-30-10 and subject to three separate 5 YEAR renewals based upon the County's approval.

4. PROPOSAL TASK AND ESTIMATED DATES FOR COMPLETION

<u>Description</u>	<u>Date</u>
Release RFP	3-23-05
Mandatory Pre-Proposal Meeting	4-27-05 – 1:00 P.M.
Proposals Due	5-10-05 – 2:00 P.M.
Start of Negotiations	7-6-05
Begin Execution of Contracts	8-15-05
Initiation of Contract Service	10/1/05

5. QUESTIONS

In order to maintain a fair, open and impartial competitive process, the County will ONLY respond to written questions submitted to Bob Komarinetz, Director of Golf, 5300 73rd St.; Vero Beach, FL 32967; fax number 772-770-5109. No contractual or technical questions will be accepted after ten (10) days prior to the date set for proposal opening. Written responses will be shared with all potential proposers who attend the mandatory pre-proposal conference.

6. RENEWAL OPTIONS

Contract will renew for each additional 5 year term after the initial 5 year period of performance. This renewal is based upon agreeable terms negotiated beginning 120 days prior to expiration date. If agreeable terms are not met the County will notify the contractor in writing of non-renewal 90 days prior to expiration date.

7. TERMINATION

Any contract may be terminated, in whole or in part, by the County, with or without cause, upon written notice to the contractor 120 days prior to termination. The contractor shall be paid for services rendered to the County's satisfaction through the date of termination.

8. ADDENDA

If, with respect to this Request for Proposal, any addenda are issued, they will be sent by US Mail to all prospective proposers who obtained this Request for Proposals. However, it shall be the responsibility of each proposer to ensure that they obtain all addenda and attach same to their proposal.

9. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as the accuracy and completeness of the required information. It is the responsibility of proposers to ensure that they have all the information they deem necessary to affect their proposal. The county will not be responsible for the failure on the part of the proposers to determine the full extent of the risk exposures and scope of work required to effectively perform under contract.

10. EXCEPTIONS

Any deviations from the terms, conditions or specifications in any part of this RFP must be clearly pointed out and incorporated; however, such statement shall not relieve the Proposer from meeting RFP requirements. In the absence of such statements, the County will assume that all items offered are in strict compliance with the RFP specifications and the successful proposer will be held responsible for such compliance.

11. DRUG-FREE WORKPLACE

Drug-free workplace certification shall be executed and returned with the proposal.

III. Scope of Work

Furnish all labor and materials to maintain the golf courses and other common areas to the highest quality of maintenance possible in accordance with the parameters contained herein.

- Areas of maintenance include but are not limited to: Greens, tees, approaches, collars, fairways, roughs, cart paths, driving range tee, practice areas, lakes, water hazards, course facility's grounds, clubhouse grounds and along roadways. Inclusive of this contract is the maintenance of the turf, shrubs, plants and trees.
- Propose and execute corrective actions to bring sub-standard areas of the golf course up to the standards reflected in this document.
- Furnish all labor and supervision to professionally maintain and improve upon the existing golf courses in accordance with the specifications listed in Article III-M of this RFP. This work force will include a trained and experienced Golf Course Superintendent stationed at the course full-time.
- Perform all normal functions which are essential to providing quality playing conditions; e.g., greens mowing, cup changing, moving tee markers, grooming, etc.
- Develop and perform necessary turf management programs to maintain and improve playing conditions.
- Contractor is responsible at its own costs for both materials and labor for the immediate repair of any damage to County property that is caused by the Contractor. Repairs will be made in a manner which restores the damaged area/facility to this original condition or better.
- Contractor is required to regularly evaluate the course and make recommendations for capital improvements. The County at its option, can acquire additional services from the contractor to make needed improvements. This recommendation must be submitted in writing on or before April 1 of the current fiscal year, so funds can be budgeted for the following fiscal year.

A. SUPERVISION

Supervision shall be maintained over Contractor's working personnel at the Golf Course. Maintenance activities shall be coordinated with the County's representative; Contractor will make work assignments necessary to meet the direction provided by the County's representative; Contractor shall make seasonal or other required adjustments. Contractor shall ensure that its employees maintain a neat and orderly personal appearance in keeping with the County's image. All employees shall be neatly attired at all times in a manner that will reflect credit to both the Contractor and the County.

1. A Supervisor must be on seven days a week during normal working hours and on Saturdays and Sundays until 12:00 P.M. to oversee the additional work force provided on the weekends.
2. On tournament days, a minimum of two supervisors will be required to be on hand to ensure that all of the work is complete and that the course is set up for tournament play. I.e. Greens mowed, bunkers raked, etc.

B. PROFESSIONAL EXPERTISE

1. To obtain maximum performance the Contractor shall supplement the trained maintenance personnel with professional turf consultants, entomologist, certified golf course superintendents, plant biologist, and such other professional specialists as are necessary. These personnel shall be hired at the expense of the Contractor.
2. The County reserves the right to perform the final interview of the Superintendent prior to hire.
3. The Contractor hereby certifies that the Golf Course Superintendent assigned will have the educational background necessary to provide ongoing maintenance programs which shall fulfill the terms and conditions of this agreement. The Contractor's Superintendent must have at least three (3) years proven experience in Golf Course maintenance management in warm season turf grass environments. The Superintendent must have outstanding housekeeping skills and excellent time management skills. The Superintendent must also understand the job and the necessary times to fulfill the duties set forth in the RFP. The Superintendent must have the experience and background to manage a crew necessary to perform the duties as set forth in this RFP.
4. In particular, Contractor shall retain personnel approved as a pesticide applicator licensed by the Department of Agriculture and Consumer Services. Application of such pesticides on the premises of the Sandridge Golf Club shall be performed by or under the supervision of such licensed pesticide applicators. Applications must follow label, guidelines, directions and restrictions.

C. WORK HOURS

1. The schedule of work hours for accomplishment of maintenance services shall conform to the requirements of the County. The schedule of work hours must have the approval of the County's representative.
2. The Contractors shall furnish advance weekly work schedules to the County's representative one week prior to performing its maintenance work. Such advance weekly work schedules shall contain a blank space for the County's representative to approve of such a schedule in the event it is acceptable. In addition, Contractor shall also furnish an advance monthly master scheduling plan setting forth the proposed work schedule for the upcoming month to the County's representative.
3. The working schedule shall be rotated so that an appropriate crew member will be on the Golf Club on Saturdays, Sundays and Holidays. Actual procedures shall be coordinated with the County's representative. Schedules shall include the number and names of the Contractor's personnel who will be working.
4. There will be no reduction of work schedule to avoid overtime for time out because of holidays, etc.
5. Contractor will submit a monthly employee roster with titles. Contractor will also submit a bi-weekly schedule of employees (Same as above) along with the actual Man-Hours worked during that period.
Note: To avoid any misunderstanding between the County and Contractor, this agreement will be based on man hours worked. Man-Hours lost from employees being sick or short of staff will result in overtime added or hiring of temporary personnel to perform necessary work lost.
6. In the event of a natural disaster, the County may issue written authorization to the Contractor to allow overtime as approved by the County to repair the golf course. This overtime expense will be at the County's expense.

D. EVALUATION OF OPERATION

At the end of the first ninety (90) days hereof, the Contractor shall submit a formal report to The County's representative outlining recommendations which will improve the golf courses and all grounds of the facility.

E. CONTRACTOR REPRESENTATIVE

Contractor shall designate a Project Manager who shall be responsible for Contractor's overall performance hereunder and who will, on request of the County's representative, report any noteworthy highlighted activities/problems/solutions to the County and/or County's representative. This individual will be required to be on the premises at least three days per month.

F. COUNTY REPRESENTATIVE

The County will designate, in writing, an individual to serve as its representative to monitor the contractor's method of operation. This representative will be direct liaison between the County and Contractor. The County Representative may conduct bi-monthly inspections of the site, including but not limited to hole-by-hole and following up by a written recommendation of areas that need improvement.

G. PROFESSIONAL TURF CONSULTANT

The County reserves the right to contract with a Professional Turf Consultant to evaluate the maintenance practices and agronomics. This is to insure that the Contractor is following all the technical programs set forth in the agreement.

H. PERSONNEL

1. The Contractor shall employ qualified personnel skilled in the performance of the golf course maintenance.
2. Contractor shall indoctrinate and train all employees in the schedules, philosophies, and public relations concerns of the County. Contractor's personnel shall conduct all work operations and dealing with the public in a courteous manner. Each employee shall be trained in the proper method of cleaning, handling and operation of golf course maintenance equipment and supplies.
3. Uniform (style) selections must be approved by the County. All employees must be properly uniformed while at the golf course. Such uniforms shall identify employees as the employees of the Contractor and Name, Identification on uniform.
4. The Contractor shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract. The Contractor shall submit a listing of personnel and the types of positions proposed along with the man hours required per week per individual.
5. During all normal working hours, and during execution of the work, the Contractor shall give the job or shall have on the job a

responsible and competent superintendent with authority to speak and act for the Contractor.

I. MISCELLANEOUS PROVISION

1. The Contractor shall in no event subcontract any position of the work called for hereunder without prior consent of the County's representative. In the event that work is subcontracted, the Contractor retains full responsibility for the acts and omissions of its subcontractors and of persons employed by the subcontractor.
2. Office and equipment storage space shall be provided to the Contractor.
3. Books and Records: The Contractor shall keep records of services performed and the costs therefore, and the County shall have the right to review those records upon three (3) days written notice. These records shall become the property of the County upon termination of this contract.
4. Accident Prevention
 - a. Precaution shall be exercised at all times for the protection of employees, other persons and property.
 - b. Contractor's employees shall report to their superintendent any hazardous conditions or item in need of repair noted during the performance of work. Said superintendent shall thereupon notify the Responsible Agent or his designee of such conditions.

J. LIABILITY INSURANCE AND INDEMNIFICATION

1. The Contractor will purchase and maintain such insurance as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar claims under employee benefit laws; claims for damages because of bodily injury, occupational sickness or disease or death because of bodily injury, occupational sickness or disease or death of his employees; claims insured by usual personal injury liability coverage; claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from the Contractor's operations under the contract documents, whether such operations be by himself or by any subcontractor or anyone directly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the contract documents or required by

law, whichever is greater, and shall include contractual liability insurance. Before starting the work and/or service the Contractor shall provide the COUNTY PURCHASING OFFICE a current Certificate of Insurance with the limits requested. These certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed unless at least thirty (30) days prior written notice has been given to the County, by certified mail, with return receipt requested.

The Contractor shall provide and maintain during the life of the contract workman's compensation insurance, in accordance with Florida Statutes Chapter 440 for all employees. A certificate shall be filed with the COUNTY PURCHASING OFFICE by the insurance carrier showing such insurance to be in force at all times.

The Contractor shall provide and maintain during the life of the contract, public liability and property damage insurance and umbrella coverage in the amounts specified in Exhibit A.

The policy or policies shall name the County as additional insured and contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the County thirty (30) days notice in writing.

Failure to maintain such insurance will be deemed as a cause for termination of this agreement.

2. The Contractor, in consideration of being awarded a contract hereby covenants and agrees to indemnify and hold harmless Indian River County or its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by the undersigned, including attorney's litigation or any appellate proceedings with respect thereto. This indemnification expressly includes independent torts of the County, its officers, agents and employees as well as vicarious liability.

K. BID AND PERFORMANCE BOND

If awarded the contract, the Contractor shall furnish a payment and performance bond equal to one hundred percent (100%) of the contract for one year. This bond must be renewed within 30 days beginning each new contract year. The bond is for the security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection therewith in the form required by Florida Statutes 255.05 together with an up-to-date power of attorney showing authorization of the surety's agent to execute the bond. Any bonding company submitting a bid bond or construction bond to the County must be licensed to transact a fidelity and surety business in the State of Florida and hold a certificate of authority from the Secretary of the Treasurer under act of Congress.

L. EMERGENCY MAINTENANCE

In the event that the County at any time determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the Contractor, the County may utilize their own work force to go on the golf course and perform such tasks as are necessary to prevent such serious harm from taking place. The costs of such preventative maintenance incurred by the County shall be itemized by the County and submitted to the Contractor and offset against any future monies owing to Contractor under this agreement. In the event the itemized costs exceed future monies owed to the Contractor, such overage shall be due and owing by the Contractor to the County.

M. MINIMUM MAINTENANCE STANDARDS

Note: These specifications are meant to indicate minimum practices necessary for the proper maintenance of the golf course in conditions specified herein, but nothing in these specifications shall be interpreted to limit the responsibility of the maintenance firm to meet the intent and quality specified.

1. Greens and Putting Greens

- a. Mowing – mowed daily ranging 5/32” to ¼” depending on weather and time of year; varying mowing directions each time greens are mowed. The County Representative must be notified the day prior for approval if this schedule would change.
- b. Change cup locations daily, according to written rotation program. This program must be approved by County representative.
- c. Repair ball marks, divots, or any other damaged turf on all greens and practice putting greens at least three times weekly.
- d. Aerify all greens and practice putting greens a minimum of three (3) times each summer. This will be done with “Ryan Greensaire” or

approval equal which places holes on two (2) inch centers and a minimum of two (2) inches deep. One aerification per year will be performed by utilizing a Verti-drain (or approved equal) deep tine aerifier penetrating a minimum of six inches.

- e. Top dress all greens and practice putting greens after aerification and additionally as needed to maintain a smooth putting surface. A top dressing application rate of 0.6 to 1.0 cubic yards of material per 1,000 square feet is required. A representative sample of the existing soil material of the greens shall be submitted to a reputable physical soil testing laboratory to determine the specific characteristics of the dressing material to be used. Top dressing should occur every two to three weeks during the summer growing season and during the winter.
- f. Light vertical mowing of all greens and practice putting greens shall be performed every seven to ten days from May to September to control mat and thatch build-up and stimulate optimum turf growth. Heavy vertical cutting should be done twice in conjunction with the first and second core aerification operations to control thatch accumulation.
- g. Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain proper water infiltration.
- h. Fertilization: The greens' fertilization program should be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Typically, with Bermuda grass putting greens, 1.5 pounds of actual nitrogen per 1,000 square feet per growing month would be considered a minimal fertilization schedule. Only fertilizer specifically formulated for putting shall be applied.
- i. Fungicide: All greens and practice greens shall have appropriate fungicide applications made when environmental conditions favor disease development.
- j. Pre-emergent chemicals: Shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as, Poa annua, goosegrass, crabgrass, etc.
- k. Weed Control: All greens and practice greens shall be maintained free of foreign grasses and weeds, such as common Bermuda, nutsedge, and other foreign grasses, even if it is necessary to remove them by hand.
- l. Insecticide: All greens and practice greens shall be treated as required to control insect activity and prevent damage to the turf.

m. Over seeding: All greens shall be over seeded each Fall with a Hybrid mix of 85% Perennial Ryegrass and 15% Poa Trivialis. A soil temperature range of 72 – 74 degrees Fahrenheit is best suited for over seeding. About thirty days prior to over seeding all nitrogen fertilization shall be discontinued. A seeding rate of 10 pounds per 1,000 square feet should be applied, followed by a top dressing and matting operation. This process is followed by two to three supplemental seedings at 2 lbs per 1,000 sq. ft. every two weeks for four to six weeks for a total of 14-16 pounds per 1,000 square feet.

2. All Areas Used for Tee Surface

- a. Mowing: All tees shall be mowed to a height ranging from ¼” to ½”;
- no less than three (3) times per week at an interval not to exceed three (3) days.
- b. Top dressing: All tees shall be top dressed a minimum of three (3) times each summer with daily divot repair.
- c. Seeding: All tee areas shall be over seeded each fall at a rate of not less than 15 pounds per 1,000 square feet from November to April. Seed used shall be a Perennial Ryegrass based material
- d. Set-up: Tee markers shall be moved daily year round and according to a rotation program approved by the County’s Representative. Litter containers shall be emptied as necessary. Ball washers shall be filled as needed and supplied with clean towels. Ball washers are to be thoroughly cleaned at least once per week.
- e. Weed Control: Tees shall be kept weed-free an extent of at least 98% of the area by the proper application of approved herbicides.
- f. Vertical mowing: All tees shall be severely vertically mowed twice each summer in conjunction with core aerification.
- g. Aerification: All tees shall be core aerified a minimum of three (3) times each summer using the same procedure as outlined for greens in the previous section III M#1-d.
- h. Fertilization: All tees shall be fertilized at a minimum rate of 12 – 14 pounds of nitrogen per 1,000 square feet on an annual basis. Bi-annual (Spring and Fall) soil analysis shall be utilized to determine other specific nutritional requirements.

3. Fairways and Roughs – All Areas of Play Except Greens, Tees and Natural Growth Areas

- a. Mowing: All fairways shall be mowed three times per week between ½” to ¾” during the active growing season and as needed for the balance of the year.
- b. Aerification: All fairways and roughs shall be aerified a minimum of two (2) times per summer. Aerification holes shall not exceed a spacing of eight (8) inches on center or be of a diameter of less than ½” with minimum penetration of two (2) “ inches. For any areas through the golf course where there is heavy traffic and wear patterns are very concentrated, such as exit and entrance points of cart paths, two or three supplemental core aerifications should be conducted annually during the growing season with a Verti-Drain (or approved equal) aerifier.
- c. Fertilization: All fairways and roughs shall be fertilized a minimum of four (4) times or as needed during the year at a minimum rate of 8 pounds of nitrogen per 1,000 square feet on an annual basis. Soil analysis results (Spring and Fall) shall be used to determine other nutritional requirements.
- d. Vertical mowing: All fairways and roughs will be severely vertically mowed as necessary to control mat or thatch build-up at least yearly.
- e. Weed control: Fairways shall be kept weed-free to an extent of at least 95% of the area by the proper application of approved herbicides.

4. Roughs (Non-Bermuda)

All areas are to be maintained at a maximum height of 3” and a minimum of two (2) mowings per month during the growing season.

5. Landscape Areas

All areas within perimeter of operations planted with ornamental plants, not intended for golf play and having a definable border including the clubhouse and entrance. One staff member must be assigned a minimum of 20 hours per week to maintain the clubhouse, front entrance and entrance roadway grounds.

6. Edging, Trimming and Mowing

(St. Augustine) – Mow turf at a frequency to prevent the grass from reaching a height of 4 ½ inches. No more than ½ of the top growth should be removed with any one mowing. Mowing should be accomplished with a rotary

mower. Areas unable to be reached with the mower should be trimmed with a string trimmer at the same height as the mowing height. Edging of asphalt and concrete surfaces should be performed with each mowing service. Bed edges shall be edged with every other mowing service. All clippings and debris shall be blown from asphalt and concrete surfaces after each mowing service.

7. Fertilization and Pest Control

(St. Augustine) – Fertilize turf to deliver 4 lbs. of nitrogen per 1,000 square feet a minimum of four times during the year. Apply appropriate pesticides to prevent insect damage and weed intrusion.

8. Mulch

Cypress mulch will be applied in all landscape bed areas once per year approximately 3 – 4 inches in depth. The type of mulch must be approved by the County's Representative.

9. Annual Planting

Annual plants will be planted twice per year once in the Fall (Nov. – Dec.) and in the Spring (April – May) approximately four (4) plants per square foot. These plants will be installed at the front entrance and around the clubhouse area. Approximately 1,000 square feet of planted area.

10. Clean-Up

All areas shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.

11. Weed control

All areas shall be maintained free of weed grass whether by mechanical or chemical means.

12. Trimming

The plant material (Trees, shrubbery and ground covering) shall be trimmed as necessary for protection from wind, insect damage and for appearance.

13. Remove and Replacement

The plant material damaged by negligence of contractor (trees, sod, shrubbery, annual plant material and ground covering) shall be replaced as necessary to maintain a pleasing display to the public.

14. Trees – All trees within the perimeter of operations

- a. Staking: All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.
- b. Pruning: All trees under 15 feet in height shall be staked as necessary for protection from wind and pests as well as for appearance. Pruning of palm trees and trees above 15 feet shall be performed under a separate agreement.
- c. Irrigation: All trees shall be watered to provide adequate moisture for proper growth.
- d. Mowing: Mechanical removal of grass shall not be accomplished within one foot of tree trunks.
- e. Removal and Replacement: All damaged trees shall be removed and replaced by the CONTRACTOR within fourteen (14) days unless determined differently by the County.

15. Irrigation – All equipment required to irrigate all areas of the golf course.

- a. Repair or replace all heads, valves, controllers, wiring and pipe downstream of the pressure regulating devices as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.
- b. The irrigation pumps shall be serviced and maintained on a regular basis as provided in the manufacturer's maintenance manual, but not less than twice per year. The Contractor will provide the County a copy of service reports for its records. In the event replacement of pumps for delivery of irrigation water becomes necessary, such replacement will be at the expense of the County.
- c. Each Budget Year, a Line Item Budget of \$12,000.00 will be established in the Contractor's Proposal for irrigation equipment and supplies to perform necessary repairs. A monthly report will be submitted to the County for irrigation repairs. This report will consist of area of repair, supplies needed and who performed the repair. Any purchases over \$200.00 must be pre-approved by the County's Representative. At the end of the budget year, any un-used monies will be credited back to the County and any increase will be charges back to the County. If there is an overage, an invoice must be submitted on or before the 10th of October. If the invoice is not received on or before that date, the County will not be responsible for any overage.

16. Irrigation Practice

Contractor must follow all agency permit requirements mandated by the St. John's River Water Management District and all other regulatory agencies having jurisdiction. This includes but is not limited to the record keeping gallonage of water discharge from the irrigation lake to the golf course. This also includes the discharge of the County reuse water. The Contractor will be required to provide the County Representative a copy of all regulatory forms required with the consumptive use permit. Contractor is also responsible for all meter reading and record keeping to comply with the above permit.

17. Edging

Edging of trees, sprinklers, valve boxes, meter boxes, backflow preventer, etc., shall be done as needed to ensure that there is not obstruction of play from growth around these items.

18. Sand Bunkers

All sand bunkers shall be raked and edged as necessary to maintain a neat and orderly appearance. Sand bunkers will be raked daily during the winter months (November to April) and three days per week the remainder of the year. Waste areas will be raked twice per week year round.

19. Construction and Remodeling

Any change in the physical characteristics of any area of the golf course such as the addition or removal of bunkers, addition or removal of any hazards (Water, trees or native vegetation), involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings will be at the expense of the County.

20. Trash and Debris Removal

Trash and debris removal will be at the Contractor's expense. The Contractor will take special care to ensure minimal problems for refuse odors, insects, etc.

21. Lake Maintenance

The Contractor will be responsible for aquatic maintenance of all lakes and bridges in a safe manner and in good appearance. Contractor will also be responsible to maintain all wetlands as required by St. John's Water Management District.

22. Utilities

The Contractor will pay for utilities such as water, phone and electric to run the maintenance facility. Contractor will be responsible for any or all FPL costs occurring from the operation of the irrigation pumps.

N. GOLF COURSE MAINTENANCE EQUIPMENT

Historically, the County has purchased all major equipment necessary to maintain the Sandridge Golf Courses (See Schedule A). The Contractor has provided maintenance personnel and supplies to keep the equipment in working order. The County also replaces the equipment as noted in Schedule B.

OPTION 1

The Contractor will be required to purchase all current equipment at a fair market value. Submitted herein is the equipment inventory list (Schedule A). When submitting the proposal, the Contractor must price out each piece of equipment separately. The selected Contractor may negotiate a payment schedule, however, when submitting the proposal a lump sum price will be required.

Also attached is a five (5) year equipment replacement schedule (Schedule B) that is currently used. Contractor will be required to submit a similar replacement schedule. This schedule will be revised each year. This revised schedule must be submitted before October 1st of each year to be approved by the County's Representative.

OPTION 2

The County will continue to purchase the equipment as proposed in Schedule B. Once the Contractor has been selected, the County and the Contractor will meet to determine which option will prevail in the contract.

O. CONTRACT PAYMENT

Upon executing the agreement, the County will pay to the Contractor in twelve equal monthly payments upon the signing of the agreement. The remaining balance will be paid on or before the 1st Friday of each month thereafter until the termination of the Agreement.

P. BUDGET AND STAFFING

The Contractor must submit with the proposal a line item budget for five (5) separate years (See attached). The total submittal considered will be the five (5) year total. It must also include a staff organization chart consistent with the positions listed.

Q. SELECTION

Proposals received at submittal deadline will be reviewed first by the Purchasing Department to determine if each proposer has submitted the required information

and/or met any/all mandatory requirements. Those proposals found to be non-responsive to the basic submittal requirements shall be rejected from further consideration.

Those proposers fulfilling the basic submittal requirements shall be referred to the Selections Committee for review and further consideration.

The Selection Committee shall meet to rank each firm proposing. The rankings shall be the result of each selection committee member scoring each firm against the criteria in Section R herein. The members shall then total the scores for each firm and assign a ranking based on their scoring totals. The rank order assigned by each evaluator will be recorded and an overall committee ranking will be established. This recommendation shall be brought before the Board of County Commissioners for their approval in order to commence negotiations as required.

Pending successful contract(s) negotiations, the formal contracts will be returned to the Board of County Commissioners for execution.

The County retains the right, should the County determine the negotiations have not been successful, to return to the next highest ranked firm(s) and begin new renegotiations. This process may continue until such time the County has determined the negotiations to be successful.

Summary: All proposers shall be advised that the Selection Committee may determine that oral presentations, additional written information, internal staff analysis and presentations, outside consultants and/or any other information may be requested by the Selection Committee at any time during the selection process in order to help the committee determine the final ranking of firms and/or approaches. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking at the discretion of the Committee.

R. CRITERIA

The following five (5) criteria and associated point values are the basic framework for the evaluation of each proposal. Therefore, as only the framework for the evaluation, it is the responsibility and incumbent upon every proposer to provide through their proposal any/all specific information to the Selection Committee through your written proposal that demonstrates to each Committee Member your firm's ability to perform and provide satisfactory service to the County.

The County through this RFP document has provided the criteria with associated point ranges and maximums. Each evaluator, therefore, has discretion to assign points in relation to the quality of your written proposal in response to, or the addressing of, each selection of the evaluation criteria.

NOTE: Points assigned by each evaluator are important in that they form the basis for each individual evaluator's order of ranking. Points or point spreads between

each firm by each evaluator are not important to the Committee as a whole as the decision or recommendation of the Selection Committee will be based on cumulative rank.

POINT SYSTEM FOR EVALUATION WITH ASSOCIATED CRITERIA:

- A. Responsiveness to RFP 0 – 5 Points
Following proposal format, clarity of proposal, ability to Explain complex ideas.
- B. Organization of firm 0 – 15 Points
Size, structure and organization
- C. Demonstrated Experience 0 - 30 Points
Documentation of similar projects performed, references, Government experience, financial/other resources, Training/safety/quality programs.
- D. Ability To Perform/Management Plan 0 – 25 Points
Line item budget submittal, staffing and salary structure.
- E. Total Financial Package 0 – 25 Points

S. PROPOSAL FORMAT

It is important that every proposer provide a clear and concise proposal for the Committee to review due to the potential complexity of this project. Contractors ability to accomplish this task will result in:

1. Assurance that each Committee member understands the written submissions, and therefore, is able to do a fair and complete evaluation of your work.
2. The allocation of evaluation points under Section R-A.

The suggested format would be to start the proposal by addressing each area of criteria shown in Section R, B through E. Next, you may discuss your reaction to, or your specific concurrence with, the items discussed in the performance specifications and/or scope of work under area of interest. Finally, each proposer shall detach, fill in information, execute as necessary and incorporate in response all of the required proposal documents in the same order as issued in the RFP document.

T. SUBMISSION

All proposals shall be signed in ink by the individual owner or authorized principal of the Firm.

All proposals must be submitted in accordance with the requirements set forth in this document. Sealed proposals must be received at:

**Indian River County
Purchasing Department
1840 25th Street, Suite N-118
Vero Beach, FL 32960-3365**

No later than 2:00 P.M., local time, _____. It is the responsibility of the Proposer to send or bring the original and 3 copies of the proposal in a sealed envelope(s) with the outside clearly marked:

RFP NUMBER 7054

And addressed as previously stated. Proposals received late or elsewhere other than as specified will be returned to the proposer unopened. FAX's will not be accepted.

The 2:00 P.M. deadline will be strictly observed and will not be waived under any circumstance.

SUMMARY

Sandridge Golf Club's goal has been to become the premiere "Public" facility in the southeast United States. Because of these goals and objectives, the management standards have been set extremely high but allowing management staff to perform within budgetary constraints.

It is felt that these goals and objectives are being achieved under the present system. It is of the utmost importance that these goals and objectives continue to be met under any management program, providing the best possible golfing experience for the residents and visitors to the Indian River County Sandridge Golf Course.

The contents of this proposal submitted by the successful contracting firm and this request for proposals will become a part of any contract award as a result of these specifications. The successful contractor or firm will be expected to sign a contract with Indian River County.

RESPONSE FORMAT

Offerors shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral.

Tab Item

- I. *Management summary.* The offeror shall provide a cover letter indicating the underlying philosophy of the firm in providing the service. Offeror shall also provide a comprehensive organizational chart.

- II. *Proposal.* Describe, in detail, how the requested services will be provided, and address each of the tasks identified in the Scope of Work. Proposals will only be considered from those firms demonstrating historical expertise and experience in such procedure development. Proposers must disclose financial and other resources necessary to perform all the tasks set forth in this RFP. Proposers must demonstrate and document the type of safety and training programs that are practiced.

- III. *Corporate experience and capacity.* The offeror shall state the size of the firm, the size of the firm's staff, the location of the office from which this service is to be performed and the number and nature of the professional staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Proposals will only be considered from those firms demonstrating historical expertise and experience in such procedure development.

- IV. *Qualifications.* The offeror shall submit comprehensive statements for qualifications and resumes of all involved in the delivery of the offered services.

- V. *References.* The offeror shall provide at least three (3) references for contracts of similar size and scope. Include the name of the organization, the length of the contract, a brief summary of the work, a copy of the final procedures (TRCP), and the name and telephone number of a responsible contact person. References should contain only those for similar services.

- VI. *Pricing.* The offeror shall provide pricing information relative to providing the services outlined herein. Pricing shall include all direct and indirect costs, including all out-of-pocket expenses. Indian River County is not responsible for expenses incurred in preparing and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

Pricing shall include the following information:

- 1) Name of the firm;
- 2) Certification that the person signing the proposal is entitled to represent the firm, authorized submit the proposal and pricing data, and authorized to sign a contract with Indian River County Board of County Commissioners;
- 3) A detailed and comprehensive fee schedule for the services offered; and
- 4) An estimated lump sum total for all tasks outline in the Scope of Work per year, based on the fee schedule offered above.

REVIEW AND ASSESSMENT

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals, discussions, and interview sessions (if necessary). INDIAN RIVER COUNTY RESERVES THE RIGHT TO EVALUATE AND AWARD ON THE BASIS OF INITIAL PROPOSALS WITHOUT INTERVIEW SESSIONS.

1. Qualifications and experience of the firm and assigned staff members;
2. Understanding of the required services and their respective objectives;
3. The degree of completeness of response to the specific requirements of the Request for Proposals;
4. Cost.

The offeror shall be required before the award of any contract to show to the complete satisfaction of Indian River County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give a past history and references in order to satisfy Indian River County with regard to the offeror's qualifications. Indian River County may take reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror falls to satisfy the County that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and
4. The quality of performance of previous contracts or services.

POSTING OF AWARD RECOMMENDATION (S)

Award recommendation (s) will be posted for review by interested parties at the Purchasing Department prior to submission through the approval process to the Board of County Commissioners for final execution of award, and will remain posted for a period of five (5) business days.

RIGHT TO PROTEST

Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation of proposed award of a contract may protest to the Purchasing Manager. The protest shall be submitted in writing within seven calendar days after such aggrieved person knows or should have know the facts giving rise thereto.

**SWORN STATEMENT UNDER SECTION 105.08,
INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
--------------------------------	--	--------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, who is personally known to me or who has produced
_____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

STATEMENT OF NO PROPOSAL

If your company does not intend to bid, please return this form **immediately** to:

**INDIAN RIVER COUNTY PURCHASING DIVISION
1840 25TH STREET, SUITE N-118
VERO BEACH FL 32960-3365**

We, the undersigned, have declined to submit a bid for IRC RFP # _____ for _____

For the following reasons:

- Specifications too "tight" (i.e. geared toward one brand or manufacturer only.)
- Insufficient time to respond to the Invitation to Bid
- Our Company does not offer this product or service
- Our schedule would not permit our company to perform
- Unable to meet specifications
- Specifications unclear (*Please explain below*)
- Unable to meet Insurance Requirements
- Remove our Company from your "Bidders List" altogether
- Other (*specify*): _____

REMARKS: _____

We understand that if this *STATEMENT OF NO BID* is not executed and returned, our Company may be removed from the Purchasing Division's Bidders List for this commodity.

Company Name: _____

Signature: _____

Telephone: _____ Fax: _____

E-mail: _____

SCHEDULE A

To Be Revised

**INDIAN RIVER COUNTY, FLORIDA
ASSET LIST BY ASSET NUMBER**

ASSET #	DESCRIPTION	PURCHASE DATE	BID PRICE
145930	(7) JOHN DEERE PUSH MOWER TRAILER	5/15/1993	
156560	W-87 BALL WASHER - BRUSH MODEL	1/25/1995	
164600	2100 GALLON VERTICAL STORAGE TANK	2/17/1997	
182720	TORO REELMASTER 7 GANG MOWER	4/30/1998	
182730	TORO SANDPRO 3020	4/30/1998	
182760	TORO GREENSMASER 3050	5/19/1998	
182810	ANGLEMASTER 2000	4/30/1998	
185210	RANGE BALL DISPENSER	2/8/1999	
186140	TORO SPIKER ATTACHMENT	4/27/1999	
186350	TORO GREENSMOWER	11/9/1998	
186360	TORO GREENSMOWER	11/9/1998	
186690	TORO SAND PRO 3020	5/27/1999	
186700	TORO 7 GANG REELMASTER	5/27/1999	
186750	61" SCAG MOWER	5/20/1999	
186760	61" SCAG MOWER	5/20/1999	
188260	TORO TURF AERATOR	8/3/1999	
206750	3 GANG DRIVING RANGE BALLPICKER	2/24/2002	
21738	TORO GREENSMASER 3100 RIDING	12/2/2003	
21739	TORO GREENSMASER 3100 RIDING	12/2/2003	
21740	ALLEN 418H FLYMOWER WITH DISC	12/2/2003	
21741	ALLEN 418H FLYMOWER WITH DISC	12/2/2003	
21783	HT2300 MARUYAMA HEDGE TRIMMER	12/2/2003	
21784	HONDA 4 STROKE STICK EDGER	12/2/2003	
21785	HONDA 4 STROKE STICK EDGER	12/2/2003	
21786	HONDA 4 STROKE TRIMMER	12/2/2003	
21787	HONDA 4 STROKE TRIMMER	12/2/2003	
21788	HONDA 4 STROKE TRIMMER	12/2/2003	
21789	HONDA 4 STROKE TRIMMER	12/2/2003	
21790	PRO TRIM 308-H EDGER	12/2/2003	
115240	MOD IPL-6 HYDRAULIC LIFT TABLE	1/12/1990	
145440	MOD YA212A WELDING UNIT	4/27/1993	
147070	1993 3430 FORD TRACTOR	10/27/1992	
152650	1994 JD 855 TRACTOR	3/14/1994	
157700	JACOBSEN WALKING GREENS MOWER	5/11/1995	
157710	JACOBSEN WALKING GREENS MOWER	5/11/1995	
158750	GRAVELY 1050 PRO VAC	9/12/1995	
163550	VERTI-DRAIN AERIFIER	9/30/1996	
166590	JACOBSEN 1900D TRI-KING	6/30/1997	
1667310	JD 5300 2WD TRACTOR	10/1/1997	
177400	JACOBSEN PGM 22 GREENSMOWER	11/30/1997	
182770	CARRYALL TURF II	4/30/1998	

182780	CARRYALL TURF II	4/30/1998	
182800	TORO WORKMAN UTILITY VEHICLE	4/30/1998	
183790	TORO 5500 ATV SPRAYER	8/18/1998	
185030	JD 5310 TRACTOR	4/22/1999	
185040	JD 5310 TRACTOR W/ FT BUCKET	4/22/1999	
186310	CLUB CAR CARRYALL TURF II	11/9/1998	
186320	CLUB CAR CARRYALL TURF II	11/9/1998	
186330	CLUB CAR CARRYALL TURF II	11/9/1998	
186340	CLUB CAR CARRYALL TURF II	11/9/1998	
189050	TORO REELMASTER 3100	9/23/1999	
192370	WORKMAN 3200 FULL BED & SIDE KIT	5/23/2000	
192380	WORKMAN 3200 FULL BED & SIDE KIT	5/23/2000	
192390	TORO TOPDRESSER 2300	5/23/2000	
193340	REELMASTER 6500D W/ 11 BLADES	6/1/2000	
193350	GREENSMASER 3050 RIDING MOWER	6/1/2000	
193360	GREENSMASER 3050 RIDING MOWER	6/1/2000	
193500	MULTI-PRO 1100 W/SPRAYER SYSTEM	7/1/2000	
193970	TERRA TOPPER DRESSER MOD T-750	9/27/2000	
196470	JD TRACTOR MODEL 5320	5/29/2001	
196790	KB DEBRIS BLOWER TRAILER MOUNTED	4/30/2001	
201190	HM195 EASTMAN HOVER MOWER	11/13/2001	
201200	HM195 EASTMAN HOVER MOWER	11/13/2001	
201210	HM195 EASTMAN HOVER MOWER	11/13/2001	
201220	HM195 EASTMAN HOVER MOWER	11/13/2001	
201230	TORO REELMASTER 6500-D MOWER	11/23/2001	
201240	JACOBSEN 22" WALKGREENS MOWER	11/27/2001	
210350	JACOBSEN WALKING GREENSMOWER	9/19/2002	
210360	JACOBSEN WALKING GREENSMOWER	9/19/2002	
210370	JACOBSEN WALKING GREENSMOWER	9/19/2002	
210380	JACOBSEN WALKING GREENSMOWER	9/19/2002	
210390	TORO GREENSMASER 3100	9/19/2002	
210400	TORO WORKMAN 3200 MODEL 07211	9/19/2002	
210410	TORO 5020 SANDPRO MODEL 08886	9/19/2002	
21188	TORO PRO CARE 440	1/21/2003	
21241	2003 CLUB CAR TURF 2 UTILITY V	2/3/2003	
21242	2003 CLUB CAR TURF 2 UTILITY V	2/2/2003	
21750	RECON JACOBSEN WALKING GREENSM	12/5/2003	
21751	RECON JACOBSEN WALKING GREENSM	12/5/2003	
21752	RECON JACOBSEN WALKING GREENSM	12/5/2003	
21753	RECON JACOBSEN WALKING GREENSM	12/5/2003	
21755	TORO GROUNDMASTER 228-D W/ 28H	12/9/2003	
21756	TORO SAND PRO 5020 W/ 16HP GAS	12/9/2003	
21872	JOHN DEERE 4410 TRACTOR	2/15/2004	
9238	STEEL ROLLER COMPLETE W/ HITCH	9/1/1987	
9313	12 INCH RYAN SOD CUTTER	6/30/1987	
9337	GRINDER	7/15/1987	
153140	1994 GMC 1-TON DUMP TRUCK	8/4/1994	

Schedule B

ASSET DESCRIPTION	REPLACEMENT PLAN					
	QTY.	2004/05	2005/06	2006/07	2007/08	2008/09
BACKPACK LEAF BLOWERS		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
BED KNIFE GRINDER	1					
BUNKER RAKE (A)	1	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
CHAINSAW	1	\$500	\$500	\$500	\$500	\$500
DEEP TINE AERIFIER	1					
FAIRWAY MOWER (A)	1		\$30,000			
FAIRWAY MOWER (B)	1			\$30,000		
FINE TOP DRESSER UNIT	1					
FLYMOWER	2	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
GMC DUMP TRUCK	1					
HYDRAULIC LIFT TABLE	1					
LARGE RIDING ROTARY MOWER	1					
LARGE TRACTOR - 3430 FORD	1					
LARGE TRACTOR - 3900 FORD	1					
LARGE TRACTOR - JD 5300	1					
LARGE UTILITY VEHICLE (A)	1	\$17,500		\$17,500		\$17,500
MIG WELDING UNIT W/ACCESS	1					
MISC. ITEMS UNDER \$200 GROUP	2	\$500	\$500	\$500	\$500	500
I.E. SMALL CHAINSAWS, ETC.						
REEL GRINDER	1					
ROUGH AERATOR	1					
ROUGH GANG MOWER	2	\$30,000				
ROUGH/SLOPE MOWER (A)	1	\$25,000			\$25,000	
ROUGH/SLOPE MOWER (B)	1		\$25,000			\$25,000
SMALL ROTARY LAWN MOWER	2	\$10,000	\$10,000		\$10,000	\$10,000
SMALL TRACTOR - JD 855	1					
SMALL UTILITY VEHICLE (B)	2	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
SOD CUTTER	1					

Schedule B

ASSET DESCRIPTION	REPLACEMENT PLAN					
	QTY.	2004/05	2005/06	2006/07	2007/08	2008/09
SPIKER UNIT	1					
SPRAYER UNIT 300 GAL.	1					
SPREADER (LARGE AND SMALL)	1 EACH					
STEEL ROLLER W/HITCH	1					
TOP DRESSER HEAVY DUTY	1			\$10,000		
TRACTOR/LOADER	1					
TRIPLEX GREENS MOWER (A)	2		\$37,000		\$37,000	
TRIPLEX GREENS MOWER (B)	1	\$18,500		\$18,500		\$18,500
TURF AERIFIOR	1					
VACUUM/SWEEPER	1		\$10,000			
VACUUM SMALL	1					
WALK MOWER TRAILERS	6					
WALKING GREENS MOWER	4		\$10,000		\$10,000	
WEEDEATER/STICKEDGER	2 EACH	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
		\$137,500	\$158,500	\$112,500	\$118,500	\$107,500

YEAR 1

OPERATING BUDGET

DESCRIPTION	COST
GENERAL & ADMINISTRATIVE COST	
PROFESSIONAL SERVICES	
TRAVEL	
PHONE	
ELECTRIC SERVICE	
GARBAGE & SOLID WASTE PICKUP	
EQUIPMENT RENTAL	
INSURANCE	
MAINTENANCE-BUILDING	
MAINTENANCE-AUTO	
MAINTENANCE- BUILDING & STRUCTURES	
MAINTENANCE-IRRIGATION	\$12,000.00
MAINTENANCE GOLF COURSE EQUIPMENT	
LICENSES & PERMITS	
FUEL & LUBRICANTS	
TIRES & TUBES	
UNIFORMS	
INSTITUTIONAL SUPPLIES	
EXPENDABLE TOOLS	
OTHER OPERATING SUPPLIES	
LANDSCAPE MATERIALS-Annuals, Mulch, Pine Straw	
FERTILIZER	
HERBICIDES & INSECTICIDES	
DUES & MEMBERSHIPS	
SEMINAR & REGISTRATIONS	
SAND & TOP DRESSING	
SEED (OVERSEEDING)	
AQUATICS (LAKE MANAGEMENT)	
BID BOND FEE	
MISCELLANEOUS	
BUNKER SAND REPLACEMENT	
MANAGEMENT FEE/PROFIT	

TOTAL OPERATING BUDGET _____

PRICING SUMMARY SHEET

EQUIPMENT PURCHASED (SCHEDULE A)

YEAR 1 SALARY & BENEFITS

OPERATING BUDGET COSTS

EQUIPMENT REPLACEMENT

YEAR 2 SALARY & BENEFITS

OPERATING BUDGET COSTS

PERCENTAGE OF INCREASE

EQUIPMENT REPLACEMENT

YEAR 3 SALARY & BENEFITS

OPERATING BUDGET COSTS

PERCENTAGE OF INCREASE

EQUIPMENT REPLACEMENT

YEAR 4 SALARY & BENEFITS

OPERATING BUDGET COSTS

PERCENTAGE OF INCREASE

EQUIPMENT REPLACEMENT

YEAR 5 SALARY & BENEFITS

OPERATING BUDGET COSTS


PERCENTAGE OF INCREASE

EQUIPMENT REPLACEMENT

8B



**INDIAN RIVER COUNTY, FLORIDA
AGENDA ITEM
Assistant County Administrator /
Department of General Services**

To: The Honorable Board of County Commissioners
Thru: Joseph A. Baird, County Administrator
From: Michael C. Zito, Assistant County Administrator 
Date: May 30, 2015
Subject: Renewal of Maintenance Agreement at Sandridge Golf Club

BACKGROUND:

International Golf Maintenance (I.G.M.) has maintained the golf courses and grounds at Sandridge Golf Club since 1996. The current contract period which began October 1, 2005 was for five (5) years with two (5) year renewal options. The annual payment beginning October 1, 2005 was \$996,092.00 for the first budget year and \$1,178,200.00 for the final year of the original contract period ending September 30, 2010. During the first renewal period, IGM cooperated with the County's request to voluntarily reduce the monthly obligation in response to the economic downturn. The current annual rate is \$1,026,972.00. Staff has been negotiating a five-year renewal to begin October 1, 2015. As a part of the negotiation, I.G.M. has agreed to a 3% increase for the coming fiscal year or \$1,057,781.00, which is still \$120,419.00 less than rate paid at the end of the first five-year period of the contract.

I.G.M. has requested a provision that would allow for an additional one-time increase determined by the current Consumer Price Index (C.P.I.) not to exceed 3%. This one time increase can only occur at the sole discretion of the County.

DESCRIPTION:

Renewal terms include a 3% increase in year one; and, thereafter one opportunity for IGM to request up to a 3% increase which may be granted by the County in its sole discretion.

FUNDING:

Account Description	Account Number	Budget Amount
Other Contractual Services	41822172-033490	\$ 1,057,781

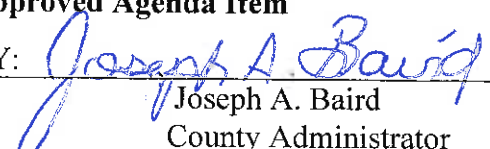
RECOMMENDATION:

Staff respectfully requests that the Board authorize its Chairman to sign the agreement.





ATTACHMENTS:

Agreement, First and Second Amendments

Approved Agenda Item

BY: 
 Joseph A. Baird
 County Administrator

FOR: June 9, 2015

Indian River County	Approved	Date
Administration		6/3/15
County Attorney		6/3/15
Budget		6/3/15
Department		6/1/15
Risk Management		

**SECOND AMENDMENT TO
GOLF COURSE MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT is entered into as of the ____ day of June 2015 by and between INTERNATIONAL GOLF MAINTENANCE, INC. (“IGM”) and INDIAN RIVER COUNTY, POLITICAL SUBDIVISION OF THE State of Florida (“Owner”).

WHEREAS, effective October 1, 2005, IGM and Owner entered into that certain Maintenance Agreement (“Agreement”) relating to Sandridge Golf Club, Vero Beach, Florida (“Course”) and

WHEREAS, section 2.1 of the Agreement grants to Owner two options to renew the Agreement for an additional five-year terms; and

WHEREAS, On May 18, 2010 the parties executed the First Amendment to Golf Course Maintenance Agreement renewing the term through September 30, 2015.

WHEREAS, Owner desires to exercise the option to renew the Agreement for one additional five-year term, in accordance with the terms of this amendment and the original agreement approved October 4, 2005.

NOW, THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the parties hereby agree, as follows:

1. **Renewal.** Pursuant to section 2.1 of the Agreement, County hereby exercises its option to renew the Agreement for one additional five-year term, commencing on October 1, 2015 and terminating on September 30, 2020.
2. **Base Fee.** The base fee is hereby amended, as follows: (a). The base fee for each month from October 1, 2015 through September 30, 2020, inclusive, shall be \$88,148.43 or \$1,057,781 annually. If CPI increase equals or exceeds 3.0% from October 1, 2015 to any point in time during the renewal term, then IGM shall have one opportunity during this renewal period to request an increase in the base fee not to exceed 3.0% from Owner, which Owner may approve or disapprove in its sole discretion. If Owner, disapproves such increase, IGM shall have the right to renew the request on an annual basis thereafter, subject to Owner’s continuing right of approval or disapproval. IGM shall not be entitled to any other increases in the base fee during the renewal term.

For the purposes of this section, the term “CPI” shall mean the Consumer Price Index – All Urban Consumers: South Urban (not seasonally adjusted).

3. **Equipment.** IGM will acquire and maintain all equipment necessary to perform maintenance services under the agreement.
4. **All Remaining Terms.** All remaining terms of the Agreement and First Amendment to Golf Course Maintenance Agreement not expressly and directly amended herein shall remain in full force and effect.

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Signed, sealed and delivered in the presence of:

Print Name: _____

ATTESTS:

Jeffrey R. Smith, Clerk of Court and Comptroller

By: _____

**INTERNATIONAL GOLF MAINTENANCE,
INC. ("IGM")**

By: _____

Print Name: Greg A. Plotner
Print Title: Executive Vice President

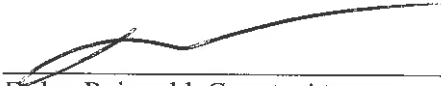
**INDIAN RIVER COUNTY, a political
subdivision of the State of Florida ("Owner")**

BY:

Print Name: Wesley S. Davis
Print Title: Chairman

APPROVED BY BOARD: _____

Approved as to form and legal sufficiency.

By: 
Dylan Reingold, County Attorney

FILE COPY

5/18/10
12.F.1.
2010 - 129

FIRST AMENDMENT TO GOLF COURSE MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT is entered into as of the 18 day of May, 2010, by and between INTERNATIONAL GOLF MAINTENANCE, INC. ("IGM") and INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("Owner").

WHEREAS, effective October 4, 2005, IGM and Owner entered into that certain Maintenance Agreement ("Agreement") relating to Sandridge Golf Club, Vero Beach, Florida ("Course"); and

WHEREAS, section 2.1 of the Agreement grants to Owner two options to renew the Agreement for additional five-year terms; and

WHEREAS, Owner desires to exercise the first option to renew the Agreement for one additional five-year term, in accordance with the terms of this amendment.

NOW, THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the parties hereby agree, as follows:

1. **IGM's Contact Person.** Background Fact C is hereby revised to state that IGM's Contact Person shall be Greg Plotner, at the same address shown in the Agreement.

2. **Renewal.** Pursuant to section 2.1 of the Agreement, County hereby exercises its option to renew the Agreement for one additional five-year term, commencing on October 1, 2010, and terminating on September 30, 2015.

3. **Maintenance Equipment.** All language following the first two sentences in section 2.5 of the Agreement is hereby deleted, and replaced with the following: "IGM will be responsible for purchasing all future replacement equipment to fulfill the terms of this Agreement. IGM will submit to Owner an annual written equipment replacement schedule at the beginning of the first and each subsequent year of the renewal term. The schedule shall be subject to the approval of the Course manager."

4. **Base Fee.** The base fee is hereby amended, as follows: (a) The base fee for each month from April 2010 through September 2010, inclusive, shall be \$88,088.25; and (b) the base fee for each year of the renewal term shall be \$997,059.00, subject to a maximum of two possible CPI increases during the renewal term. Specifically, if the CPI increase equals or exceeds 3.0% from April 1, 2010 to any point in time during the renewal term, then IGM shall have the right to request an increase in the base fee not to exceed 3.0% from Owner, which Owner may approve or disapprove in its sole discretion. If Owner disapproves such increase, IGM shall have the right to renew the request on an annual basis thereafter, subject to Owner's continuing right of approval or disapproval. If Owner approves a CPI increase during the renewal term, and if the CPI increases by an amount equal to or greater than 3.0% between the effective date of the first CPI increase, and any point in time during the remainder of the renewal term, then IGM shall have the right to request a second CPI increase, which County may approve or disapprove in its sole discretion. IGM shall not be entitled to any other increases in the base fee during the renewal term.

Page 1 of 2

For the purposes of this section, the term "CPI" shall mean the Consumer Price Index - All Urban Consumers: South Urban (not seasonally adjusted).

5. **Obligation to Provide Facilities.** Section 5.1 is amended to eliminate any reference that Owner shall provide "safe" facilities or a "safe" work environment. The parties acknowledge that IGM has maintained the Course for five years prior to the effective date of this amendment, is fully apprised of the condition of the facilities and work environment, and hereby accepts such facilities and work environment "as is."

6. **Equipment Repurchase Addendum.** The Equipment Repurchase Addendum set forth in section 5.4 is hereby deleted.

7. **Acts of God, etc.** Section 7.10 is amended to provide that Owner shall not be liable to pay the monthly fee for any period of time during which IGM's performance is excused under this provision, by reason of an act of God, etc.

8. **Exhibit E.** Exhibit E (Pricing Summary Sheet) is hereby deleted.

9. **All Remaining Terms.** All remaining terms of the Agreement not expressly and directly amended herein shall remain in full force and effect.

Signed, sealed and delivered in the presence of:

Laura Liffiton
Print Name: Laura Liffiton
Lisa R. Poole
Print Name: Lisa R. Poole

INTERNATIONAL GOLF MAINTENANCE,
INC. ("IGM")

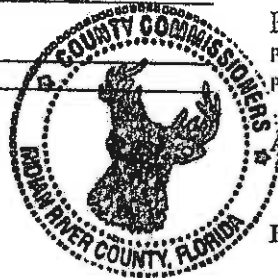
By: Greg A. Flower
Print Name: Greg A. Flower
Print Title: Executive VP

Signed, sealed and delivered in the presence of:

Terri Collins-Lister
Print Name: Terri Collins-Lister
Print Name: _____

INDIAN RIVER COUNTY, a political sub-
division of the State of Florida ("Owner")

By: Peter D. O'Brien
Print Name: Peter D. O'Brien
Print Title: Chairman



Approved as to form and legal sufficiency.

By: Alan S. Polackwich, Sr.
Alan S. Polackwich, Sr., County Attorney

10-4-05
7mm
05-301

**INTERNATIONAL GOLF MAINTENANCE, INC.
8390 CHAMPIONSGATE BLVD.
CHAMPIONSGATE, FL 33801
800-413-5500
407-589-7200 407-589-7223 (FAX)**

THIS MAINTENANCE AGREEMENT (the "Agreement") is entered into by and between INTERNATIONAL GOLF MAINTENANCE, INC. ("IGM"), and Indian River County, a political subdivision of the State of Florida, the owner designated in Recital C below (the "Owner") as of the date set forth below as the effective date (the "Effective Date").

BACKGROUND FACTS

A. IGM is a service provider of agronomic, horticultural and recurring services for golf course facilities and has represented to Owner that it has the competency and experience to perform the services set forth in this agreement.

B. Owner is the owner of the golf course named Sandridge Golf Club, 5300 73rd Street, Vero Beach, Florida, (the "Course") and desires to engage IGM to provide services to the Course as more particularly described in this Agreement.

C. IGM's and Owner's contact information and other summary information regarding this Agreement is:

OWNER: Indian River County
ADDRESS: 5300 73rd Street
CITY/STATE/ZIP: Vero Beach, Florida 32966
TELEPHONE: (772) 770-5003
FAX: (772) 770-5109
COURSE NAME: Sandridge Golf Club
OWNER REPRESENTATIVE: Bob Komarinetz, Director
OWNER'S FEDERAL I.D. NUMBER: 59-6000674
EFFECTIVE DATE: October 1, 2005

For IGM
International Golf Maintenance, Inc.
BY: Scott Zakany
8390 ChampionsGate Blvd.
ChampionsGate, FL 33896
Phone: 407-589-7200

AGREEMENT

In consideration of the mutual benefits to be derived from this agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound agree as follows:

SECTION 1 SERVICES

1.1. Background Facts. The Background Facts are agreed to be true and correct are incorporated herein by this reference.

1.2. Services. During the Term (as hereinafter defined), IGM agrees to provide to Owner the services, including all labor, materials, uniforms and supplies required to perform such services, described in the RFP Number 7054 and IGM's Response to RFP Number 7054 attached and incorporated by reference herein attached and incorporated by reference herein as **Exhibit A** subject to the specific terms and conditions of this Agreement (the "Services").

1.3. Agreement Regarding Scope of Services. IGM shall not, without owner's prior written approval, be required to exceed the Services described in **Exhibit A** or provide any additional services. Such written approval shall not be binding on IGM until the fee for such Services is agreed in writing by Owner. Owner agrees and acknowledges that the Services do not include, without limitation: (i) payment of the costs of any utility services to the Course or in connection with the Services, (ii) the costs of any material improvements or modifications to any irrigation system present on the Course, (iii) the cost of hauling any organic waste and/or debris from the Course, (iv) the cost of any modifications or capital improvements to the Course, (v) the repair or replacement of Course facilities, including shrubbery or trees that are damaged or destroyed by severe weather, or (vi) the cost of repair or replacement of property, real or personal, which is damaged through acts of vandalism or other criminal activity, unless such vandalism or criminal activity is directly caused by the affirmative acts of IGM. IGM shall not subcontract any work under this agreement without Owner's written permission. IGM shall not assign this contract without Owner's written permission.

1.4. Compliance with Laws. IGM shall comply with all applicable laws, ordinances and regulations related in the performance of its Services hereunder. Without limitation, IGM shall not violate any federal, state or local environmental laws, statutes, ordinances, codes, rules or regulations regulating the Services.

SECTION 2 TERM; EARLY TERMINATION

2.1. Term of this Agreement. This Agreement shall be effective for a period of Five (5) years from the Effective Date, (the "Term") unless earlier terminated as provided herein. The Term being from October 1, 2005 and continuing through September 30, 2010. The County shall have the option to renew this Agreement for two (2) additional five (5) year terms. Any additional services requested by the County shall be completed in accordance with applicable authorization provided by the County.

2.2. Termination without Cause. During the first six (6) months of the Term, Owner may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to IGM. In the event of such termination, IGM shall be paid for services rendered to the county's satisfaction through the date of termination. After such date, Owner may terminate only for cause as set forth below.

2.3. Termination for Cause. Either party may, at its option, terminate this Agreement as provided herein in the event of material breach by the other party of this Agreement. A breach shall be "material" within the meaning of this Agreement if the breach is (i) a breach of a monetary obligation, including non-payment of sums due from Owner to IGM, (ii) a breach of any of the obligations described in Sections 1.1 - 1.4, 4, 5, 6, 8.8, 8.11 or 8.12 of this Agreement; or (iii) a breach which would have a material adverse affect on the other party. A termination under this provision shall be effective only upon a written notice, specifically identifying the breach on which termination is based as follows: (x) thirty (30) days after written notice if the breach is of any obligation other than payment provided such breach is capable of being cured and remains uncured at the end of the thirty (30) day period, and (y) five (5) days from receipt of written notice to cure any breach of a monetary obligation, including non-payment of sums due from Owner to IGM, if at the end of such period the breach remains uncured.

2.4. Limitation on Right to Terminate. In the event of any termination hereunder, Owner must pay, on or before the effective date of termination, IGM in full for all services performed by IGM through the date of termination, unless the amount of pay or the quality of services is in dispute.

2.5. Effects of Termination on Equipment. IGM is currently using and will continue to use Owner's equipment to fulfill its obligations under this Agreement. When this equipment reaches the end of its useful life, it shall be surplusd by the Owner. Beginning in Year two of this agreement, Owner will make yearly payments to IGM for the purpose of equipment purchase and replacement so IGM may continue to fulfill its obligations under this Agreement. At the end of this agreement or in the event of an early termination of this Agreement, the parties agree that the Owner shall purchase all of the Equipment from IGM (except any County owned equipment) at fair market value. If the parties cannot reach an agreement as to fair market value, the parties shall retain an independent appraiser shall be retained to establish a fair market value of the equipment and the Owner shall pay said amount., The fee charged by the appraiser east-of which shall be shared equally by the parties.

2.6. IGM shall be responsible for all maintenance and repair of all equipment under this agreement. Equipment shall be repaired and maintained in accordance with manufacturers' standards or standards common to the industry.

**SECTION 3
FEES AND EXPENSES**

3.1. Base Fee. For the Services rendered hereunder, Owner shall pay to IGM the following amounts as set forth in Exhibit E attached and incorporated by reference herein.:

Together with sales, service, use or other taxes that may be attributable to such sum, which sum shall be divided equally and paid as provided herein. For each year of the agreement, the salary and benefits, operating budget costs and equipment replacement amounts shall be added together and IGM shall be paid in 12 monthly installments on the first Friday of each month or if a Holiday, the first business day thereafter.

3.2. Fee for Additional Services. In the event Owner approves additional Services in accordance with Section 1.3 of this Agreement, IGM shall be entitled to charge and collect the additional sum agreed by the parties at the time such additional Service was approved by Owner together with sales, service, use or other taxes that may be attributable to such sum. In the event the additional Service is continuing in nature, in each succeeding year, the charge shall escalate as provided in Exhibit E.

3.3. Interest on Late Fees. Each installment of the Service Fees shall be paid in accordance with the Florida Prompt Payment Act, FS 218.70 *et. seq.*

3.4. Taxes. Owner shall pay to IGM with each installment of the Service Fees set forth in Sections 3.1 and 3.2, all sales, service, use or other taxes, if any, which may be applicable to said fees as of the date of this Agreement. Any increase in such tax, or any sales, use or other taxes imposed on said fees as a result of new legislation, authoritative interpretation, or regulatory activity after the date of this Agreement, shall be the responsibility of Owner and shall be included with, and be a part of, each installment of the Service Fees.

**SECTION 4
INSURANCE**

4.1. Insurance Requirements for IGM. IGM will maintain, at its own expense, during the performance of the work covered by this Agreement, and shall provide the COUNTY with evidence that IGM has obtained and maintains the insurance listed below

A. Minimum Scope of Insurance

1. Worker's Compensation as required by the State of Florida. Employers Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.
 2. General Liability \$1,000,000 combined single limit per accident for bodily injury and property damage. County shall be named as an additional insured.
 3. Auto Liability \$1,000,000 combined single limit per accident for bodily injury and property damage for owned and non-owned vehicles. County shall be named as an additional insured.
- B. Any deductibles or self insured retentions greater than \$5,000 must be approved by the Risk Manager for Indian River County with the ultimate responsibility for same going to IGM.
- C. IGM'S insurance coverage shall be primary.
- D. All above insurance policies shall be placed with insurers with a Best's rating of no less than A + VII. The insurer chosen shall also be licensed to do business in Florida.
- E. The insurance policies procured shall be per occurrence policies or as generally available on the open insurance market.
- F. The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department within ten days of execution of this Contract.
- G. The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate said policies of insurance.
- H. IGM hereby agrees to indemnify Indian River County and Representatives thereof from all claims arising solely from intentional, reckless or negligent acts, errors or omissions of the IGM or IGMS' Representatives in the performance of services under this agreement and for which IGM is legally liable.

4.2. Insurance Requirements for Owner. IGM acknowledges that Owner is a political subdivision of the State of Florida and as such, is entitled to certain protection from liability under Florida law. To the extent allowed by law, the Owner hereby agrees to indemnify IGM from claims arising from the negligent acts, errors or omissions of the OWNER in the performance of the services under this agreement and for which Owner is legally liable. Additionally, the County hereby states that its improvements are adequately insured against loss whether through self insurance or excess coverage.

4.3. Disclaimer. Owner acknowledges and understands that IGM has made no representations or warranties that the insurance specified in this Agreement is adequate to protect Owner.

4.4. Notice of Claims. Owner and IGM shall give prompt notice to the other of any third party claims made against either or both of them, and shall cooperate fully with each other

and with any insurance carrier to the end that all such claims will be properly investigated, defended and adjusted.

SECTION 5 OWNER RESPONSIBILITIES

5.1. Obligations to Provide Facilities. Owner, at its sole cost and expense, shall be responsible for providing safe and adequate facilities required by IGM to perform the Services under this Agreement. These facilities shall include, without limitation, workspace and other facilities that adhere to current federal and state safety standards. Owner shall cooperate at all times with IGM to provide a safe and adequate work environment for IGM employees and others who work on or around the Course. IGM has inspected Owner's facilities and agrees that they are adequate facilities needed to perform the services under this agreement and the facilities adhere to current federal and state safety standards.

5.2. Utilities, Repairs, Modification. Additionally, Owner shall be wholly responsible for the provision of necessary utilities to the Course and work areas, for repairs and material improvements or modifications to any Course irrigation systems, for the pressure regulation valve and all pumps, systems and other facilities "upstream" from said valve, for the cost of hauling organic waste and/or any debris away from the Course, and for repairs required by any acts or omissions of third parties.

5.3. Compliance with this Agreement. During the Term, Owner will not:

(a) Within ten (10) days of the date due, fail to make or cause to be made any payment to IGM required to be made hereunder or to make any payment pursuant to any other agreement between the parties;

(b) Fail to keep, observe or perform any agreement, term or provision of this Agreement to be kept, observed or performed by it;

(c) After a casualty, fail to restore one or more golf holes, the clubhouse, maintenance building, or any material service of the Course to normal operation with six (6) months after casualty, if possible;

(d) Suffer the termination, revocation or suspension of the licenses required for the operation of the Course for a period of one-hundred eighty (180) days consecutively;

(e) Default after any applicable grace period or notice and cure periods under any applicable debt document with respect to the Course.

5.4 Emergency Maintenance

At any time during this agreement, if the Owner determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure of IGM, the Owner may utilize its own work force to go on the golf course and perform such tasks as are necessary to prevent such serious harm from taking place. The costs of such preventative maintenance shall be itemized by the County and submitted to IGM and offset against any future monies owing to IGM under this agreement.

EQUIPMENT REPURCHASE ADDENDUM

If noted here, the Equipment Repurchase Addendum attached shall be a part of this Agreement.

- The Equipment Repurchase Addendum is a part of this Agreement.
- The Equipment Repurchase Addendum is not a part of this Agreement.

SECTION 6 DEFAULT; REMEDIES

6.1. Default by IGM. In the event IGM is in default under the terms of this Agreement, after thirty (30) days written notice and opportunity to cure, Owner may, in addition to any right of termination provided in Section 2 of this Agreement, maintain an action for damages arising from the default.

6.2. Default by Owner. In the event that Owner is in default under the terms of this Agreement after any grace period or notice and cure period expressly provided herein, IGM may, in addition to any right of termination contained in Section 2 of this Agreement, exercise any right or remedy available at law or equity including, without limitation, an action for damages arising out of the breach.

SECTION 7 MISCELLANEOUS

7.1. Any written consent, approval or instruction issued by Owner's representation identified in Recital C of this Agreement shall be binding to the same extent as if given by Owner. Owner may change the designated Owner's representative by written notice to IGM.

7.2. In connection with this Agreement, the parties agree to cooperate in good faith and to perform no act, or allow any omission, which would inhibit the other party from performing its obligations under this Agreement.

7.3. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

7.4. This Agreement, together with the Exhibits and Response to Request for Proposal constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Owner and IGM by their respective duly authorized representatives.

7.5. Any notice which either party is required or may desire to give to the other under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address shown on the First Page of this Agreement. If Owner or IGM wish to change its respective address for purposes of notice under this Agreement, they may do so by giving to the other written notice of change of address.

7.6. Nothing in this Agreement shall be construed to create a partnership, a joint venture or agency relationship between the parties. Neither party shall have any authority to enter into agreements on behalf of the other, or otherwise to bind or obligate the other in any manner. The language of this Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its drafting.

7.7. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

7.8. The Owner agrees that it will not, while this Agreement is in effect directly employ, hire, or engage any person who shall have been an employee, of IGM during the term of this Agreement without express written permission from IGM. Current employees of Owner at the time of execution of this agreement are exempt from this provision.

7.9. All payments under the Agreement to IGM from Owner shall be due at IGM's offices in Osceola County, Florida. The parties further agree that any litigation arising from this Agreement shall also be brought in Indian River County Florida.

7.10. In the event of acts or occurrences caused by Owner or beyond the control of IGM, including, without limitation, strikes, labor disturbances, acts of God, fire, flood, riots, hurricanes, ice storms, severe, unusual or unseasonable weather or climatological changes that prevents IGM from performing its duties under this agreement, IGM shall be excused from the

performance of affected Services under this Agreement during the period of such acts or occurrences and for reasonable times thereafter, unless IGM and Owner can agree on such other duties that can be performed by IGM. Still, Owner shall be liable to pay the monthly fee due IGM under this Agreement less any sums that IGM can save through good faith efforts to mitigate its costs during such period. If IGM is unable to perform its duties under this agreement for more than 15 consecutive days due to the acts or occurrences, Owner may terminate this agreement. Without limitation, the parties agree that Services to be performed by IGM hereunder are to be performed essentially in concert with nature, and that unusual or severe weather may inhibit attainment of the goals set forth in the Maintenance Guidelines. Additionally, the parties agree that the Owner shall be responsible for the repair or replacement of Course facilities, including shrubbery and trees, which may be damaged by unusual or severe weather. In the event that unusual or severe weather or conditions which cause IGM to recommend the closing of the Course to play, Owner agrees to bear the risk of any damage which results from refusal by Owner to heed such warning.

7.11. IGM may identify the Course as a golf course to which IGM is providing Services. It is recognized that the name "International Golf Maintenance, Inc." and the initials "IGM," together with any other names, logos or designs owned by IGM or any of its affiliates and used in connection with the Services, together with appurtenant goodwill, are the exclusive property of IGM or its affiliates (collectively, the "IGM-Owned Names"). Accordingly, Owner agrees that no right or remedy of Owner for any default on the part of IGM under this Agreement shall, nor shall any provision of this Agreement, confer upon Owner or its successors or assigns the right to use IGM-Owned Names in the operation of the Course or otherwise. In the event of any breach of this covenant by Owner, IGM, in addition to any remedies available to it under this Agreement or at law or in equity, shall have the right to injunctive relief.

7.12. In the event of the sale or other transfer of control over the Course, Owner will assign this Agreement to the purchaser or transferee, and upon such assignment and the written assumptions by the purchaser of all the obligations of Owner to IGM hereunder, Owner shall be fully released and relieved of all obligations hereunder arising from and after the date of the assignment.

7.13. PERMITS, FEES, LICENSES.

Permits, fees, licenses necessary for performance of work by IGM will not be waived by the County, and IGM shall be responsible for obtaining, and shall pay for, any such required permits, fees, and licenses.

7.14. INTEREST OF IGM.

IGM covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict with its performance, or services required to be performed, under this Agreement. IGM further covenants that, in the performance of this Agreement, no person having any such conflicting interest shall be employed by IGM.

7.15 COVENANT AGAINST CONTINGENT FEES.

IGM warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for IGM, to solicit or secure this Agreement, and that it has

not paid or agreed to pay any person, company, corporation, individual or Firm, other than a bona fide employee working solely for IGM, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the County shall have the right, but not the duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

7.16. SCHEDULE OF WORK.

IGM agrees to set an initial schedule of its work, and submit that schedule for approval by the County no later than thirty (30) days prior to October 1 of each year. Subsequent changes in schedule must be approved pursuant or as provided by Exhibit "B", Scope of Services & General Requirements.

7.17. RECORDS AND AUDITS.

IGM agrees to maintain all books, documents, papers, records, and accounts pertaining to work performed under this Agreement, including property, personnel, and financial records, as are deemed necessary by the County to insure proper accounting for all funds expended under this Agreement and in such a manner as will readily conform to the terms of this Agreement. Said records and materials shall be available, upon request for audit or inspection purposes to Indian River County, its authorized representatives, and its auditors at IGM's office at all reasonable times during the term of this Agreement, and for three (3) years from the date of final payment.

7.18. EQUAL OPPORTUNITY EMPLOYMENT.

Firm agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.19. INDEPENDENT CONTRACTOR.

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of IGM to the County is that of independent contractor, and not that of employee. No statement contained in this Agreement shall be construed to define IGM or any of its employees as an agency or employee of the County. IGM shall not be entitled to any of the rights, privileges or benefits of Indian River County agencies or employees.

7.20. SEVERABILITY.

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

BY SIGNING BELOW, OWNER ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS SET FORTH HEREIN. OWNER FURTHER REPRESENTS AND WARRANTS THAT IT UNDERSTANDS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE STRICTLY BOUND THEREBY.
 DATED this 22nd day of September, 2005.

Witnesses:

INTERNATIONAL GOLF MAINTENANCE, INC.

Debbie Baird
 Print Name: Debbie Baird

By: [Signature]
 Print Name: Scott Zakari
 As its: Executive Vice President

Print Name: _____

BOARD OF COUNTY COMMISSIONERS
 INDIAN RIVER COUNTY, FLORIDA

BY: [Signature]
 Thomas S. Lowther, Chairman
 BCC Approved: October 11, 2005

BY: [Signature] ACA
 for Joseph A. Baird, County Administrator

Indian River County	Approved	Date
Administration	<u>[Signature]</u>	9-27-05
Budget	<u>[Signature]</u>	9/27/05
Co. Atty.	<u>[Signature]</u>	9/24/05
Risk Management	<u>[Signature]</u>	09-27-05
Public Works		

Attest: [Signature] Dep. Clk
 Jeffrey K. Barton, Clerk of Court

Approved as to form and legal sufficiency:

[Signature]
 County Attorney

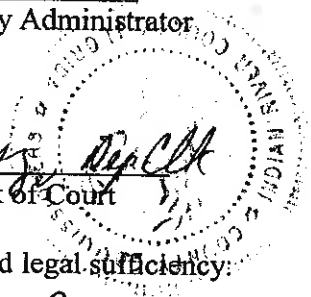


EXHIBIT E

PRICING SUMMARY SHEET

EQUIPMENT PURCHASED (SCHEDULED A)		\$0.00
YEAR 1	SALARY & BENEFITS	\$525,862
	OPERATING BUDGET COSTS	\$470,230
	EQUIPMENT REPLACEMENT	\$0.00
	TOTAL	\$996,092.00
YEAR 2	SALARY & BENEFITS	\$536,379
	OPERATING BUDGET COSTS	\$479,634
	PERCENTAGE OF INCREASE	2%
	EQUIPMENT REPLACEMENT	\$25,000
	TOTAL	\$1,041,013.00
YEAR 3	SALARY & BENEFITS	\$547,106
	OPERATING BUDGET COSTS	\$489,227
	PERCENTAGE OF INCREASE	2%
	EQUIPMENT REPLACEMENT	\$50,000
	TOTAL	\$1,086,333.00
YEAR 4	SALARY & BENEFITS	\$558,048
	OPERATING BUDGET COSTS	\$499,011
	PERCENTAGE OF INCREASE	2%
	EQUIPMENT REPLACEMENT	\$75,000
	TOTAL	\$1,132,059.00
YEAR 5	SALARY & BENEFITS	\$569,208
	OPERATING BUDGET COSTS	\$508,992
	PERCENTAGE OF INCREASE	2%
	EQUIPMENT REPLACEMENT	\$100,000
	TOTAL	\$1,178,200.00



International Golf Maintenance, Inc.

5385 Gateway Boulevard, Suite 12 • Lakeland, Florida 33811
(800) 413-5500 • (407) 589-7200 • Fax: (407) 589-7216

www.igminc.net

June 30, 2017

Linda W. Cox, MBA, CMC
Assistant City Manager
City of Fort Pierce
100 North U.S. 1
Fort Pierce, Florida 34950

Dear Ms. Cox:

Thank you for inviting us to visit Indian Hills. We appreciate your interest in IGM's golf course maintenance services, and we are prepared to help you improve your golf course maintenance operation through a turn-key maintenance agreement.

As you know, three IGM representatives have visited the course over the last week. The greens were healthy, but the rest of the course was in need of attention. Based on our review of your current operation, we foresee an opportunity to help you improve the course by accomplishing the following –

- Providing comprehensive training, professional oversight and a set of standard operating procedures for an onsite staff
- Directing resources on playable areas of the course where guests focus the majority of their attention, i.e. down the middle
- Compile and prioritize a repair and maintenance plan as well as a replacement plan which will protect the City's assets
- Implement an agronomic plan that will help improve turf coverage on tees, fairways and roughs.

Eventually, we would like to apply our eye for detail and improve the overall presentation of the course along the property lines and in the outer roughs. This will be a work in progress as there is much to do “down the middle”.

We have performed a man-hour estimate and compiled a supply budget based upon the expectations you expressed to me during our meeting on June 21 and based on the deficiencies we found in the current maintenance operation.

We will supply the following resources and services to Indian Hills –

Personnel

IGM is accountable for the human resource requirements and will have the responsibility of hiring and retaining adequate personnel with the appropriate skills to satisfy the maintenance demands. With coordination of City representatives, IGM will interview the current maintenance employees and give them an opportunity to continue gainful employment at the course under the direction of IGM.

With this in mind, IGM will be responsible for –

- Payroll
- Payroll taxes
- Workers' compensation insurance
- Benefits for our staff, which may fluctuate based on Healthcare Reform and the number of employees who elect coverage.

We estimate that the following positions will be needed at your facility in order to perform the maintenance services –

Superintendent	1
Foreman	1
Equipment Technician	1
Greensmen	4
Greensmen – Seasonal during growing season	2

Materials and Supplies

Through relationships with the industry's top vendors, we are able to purchase materials and supplies most efficiently. IGM proposes to supply the following resources as part of our program –

- Insecticides
- Herbicides
- Fungicides
- Fertilizers
- Topdressing and divot sand
- Fuel and lubricants for the maintenance equipment
- Tee and green play supplies such as ball washer fluid, cups, flags, and sticks
- Hand tools (shovels, rakes, etc)
- Janitorial supplies for the maintenance facility
- Employee uniforms
- Aquatic weed maintenance.

A reliable equipment fleet is extremely important for maintaining consistent golf course conditions. Given the age and hours of the equipment fleet at Indian Hills, IGM can develop a

realistic replacement plan, and IGM can even include the replacement expense within a maintenance agreement. This is a point of discussion for further down the road. However, it was evident during our visits to the property that a reliable rough mower is badly needed. IGM will provide a rough mower to improve operations and course playability within the cost of this preliminary proposal.

City Provided Supplies and Services

IGM will require the course to provide the following resources to support our operations –

- Use of the maintenance facility and any shop tools that the City owns. This will require the City to provide facilities adequate to store fuel, fertilizer and pesticides
- Use of the golf course maintenance equipment fleet
- Costs for any repair and/or replacement of irrigation wells and pumps
- Utility services (water costs, electrical costs, and inorganic and organic refuse collection) to operate the golf course irrigation system and the maintenance facility
- Costs for any repairs to the golf course and its related amenities resulting from acts of nature or vandalism.

Capital Projects

Capital projects that are required from time to time to maintain the infrastructure of the facility will be addressed on a project-by-project basis. IGM will work with City representative(s) to ensure that all projects be performed in a professional manner and within a pre-determined budget. IGM will provide expertise as an added benefit to IGM’s maintenance services, and when possible, IGM will work to complete projects with existing staff if trading out routine maintenance duties is possible.

Service Proposal

With IGM as your maintenance partner, we absorb the fluctuation in expenses that are required to maintain consistent conditions from season to season. IGM’s costs are predetermined allowing you cost containment and predictability. An outline of specific inclusions and exclusions is below.

Contract Information	Description
Annual Contract Price	\$567,476
Utilities - Water	Provided by City
Phones / Internet / IT Support at Maintenance	Provided by IGM
Insurance	General Liability / WC provided by IGM

Capital Projects	Provided by City - IGM will assist with planning, budgeting and oversight
Invoicing / Payment	Monthly
Equipment / Irrigation	Description
Maintenance Facility	IGM to use facility and storage areas
Equipment Supply	Provided by City w/ IGM providing a rough mower
Inventory Records	Provided by IGM
Equipment and Irrigation Maintenance and Normal Repair	Provided by IGM
Pump Station and Well Repair and Maintenance	Provided by City
Fuel for Maintenance Operations	Provided by IGM
Employees	Description
Background Checks	Provided by IGM upon hire
Uniforms	Provided by IGM
Employee Training Program	Included
Job Safety Program	Included
Activity Reports (Quality, Field)	Included - Daily verbal - Monthly written recap
Routine Services	Frequency
Mow Greens	7x per week
Mow Tees, Collars and Approaches	3x per week
Mow Fairways	2-3x per week
Mow Tee and Green Slopes	1-2x per week
Mow Rough	1x per week
Rake Bunkers	4x per week
Change Cups and Tee Markers	5x per week unless rounds do not exceed 50 during the previous day
Accessories/Materials/Services	Description
Regulation and Practice Flags	Included - 1x per year
Regulation and Practice Flagsticks	Replaced 1x per year

Regulation and Practice Cups	Replaced 1x per year
Signage	Repair included if possible, replacement provided by City
Bunker Rakes	Repair and as-needed replacement included
Bunker Sand	Provided by City if needed
Soil Tests	Included
Topdressing and Divot Sand	Included
Wall, Bridge and Water Feature Repair	Provided by City if needed
Fungicides	Included
Herbicides	Included for irrigated areas
Insecticides	Included
Fertilizers	Included
Tree Pruning	Included to a height of 12 feet
Cart Path Repair	Provided by City
Disposal of Organic and Inorganic Debris	Provided by City

It is our objective to find a mutually agreeable price for the delivery of these maintenance services. As in all of our maintenance operations, IGM strives to ensure that our golf courses are maintained at the highest possible standard within the budget. If you would like to discuss various maintenance frequencies and optional services, we will be happy to make changes to the plan in order to help you achieve your goals.

Please let us know if we can answer any questions regarding this initial proposal, and we hope to be serving you in the near future.

Best Regards,



Steve Gano
Vice President of Operations

City Commission Regular Meeting

10.c.

Meeting Date: 08/21/2017

Re: St Lucie County UF/IFAS & City of Fort Pierce Proposal_FY 2017-2018

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve proposal between the City of Fort Pierce and St. Lucie County UF/IFAS Extension Service FY 2017-2018 in the amount of \$10,000 to provide Watershed and Lagoon Life education to the citizens of the City of Fort Pierce to meet the City's National Pollutant Discharge Elimination System (NPDES) educational requirements.

SUMMARY:

The proposal dictates that St. Lucie County UF/IFAS Extension Service will provide the necessary education through a Watershed and Lagoon Life Education Program to include scheduling activities and conducting sessions between October 1, 2017, and September 30, 2018 within the City of Fort Pierce. This educational program will allow the City to meet requirements specified in the National Pollutant Discharge Elimination System (NPDES).

The objective of this program is to educate Fort Pierce youth, their families and community members about the diversity and importance of the Indian River Lagoon and the effect of each person's footprint. Proof of program activities and audience reach statistics will be provided by IFAS to the City on a quarterly basis.

RECOMMENDATION:

Staff has reviewed this proposal and recommends approval in the amount of \$10,000.

ALTERNATIVES:

Reject participation of this proposal and explore other alternatives to satisfy the public education requirement of the city's NPDES permit.

RESPONSIBLE STAFF:

Engineering Department.

COORDINATED WITH:

St. Lucie County UF/IFAS Extension Service.

Fiscal Impact

Budgeted Y/N: N/A
Fiscal Year: N/A
Account: 403-4300-538.34-90
Amount: \$10,000

FISCAL IMPACT:

The Agreement cost, \$10,000, will be funded from SMU Revenue Account No. 403-4300-538.34-90.

Attachments

Agreement Letter_St Lcuie County_070517

Form Review

Inbox

Finance Department

City Manager

Form Started By: Dina Hermoso

Final Approval Date: 08/14/2017

Reviewed By

Johnna Morris

Nick Mimms

Date

07/31/2017 09:17 AM

08/14/2017 04:20 PM

Started On: 07/19/2017 02:51 PM



EDWARD A. SKVARCH
County Extension Director

July 5, 2017

**ST. LUCIE COUNTY
BOARD OF COUNTY
COMMISSIONERS**

CHRIS DZADOVSKY
CHAIRMAN
DISTRICT 1

TOD MOWERY
VICE-CHAIRMAN
DISTRICT 2

LINDA BARTZ
DISTRICT 3

FRANNIE HUTCHINSON
DISTRICT 4

CATHY TOWNSEND
DISTRICT 5

HOWARD N. TIPTON
COUNTY ADMINISTRATOR

DAN MCINTYRE
COUNTY ATTORNEY

MAILING ADDRESS
8400 PICOS RD, STE 101
FORT PIERCE, FL 34945

PHONE
(772) 462-1660

TDD
(772) 462-1428

FAX
(772) 462-1510

E-MAIL
EASK@UFL.EDU

WEBSITE
WWW.STLUCIECO.GOV

John R. Andrews, P.E.
City Engineer
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954

RECEIVED
JUL 10 2017
CITY OF FORT PIERCE
ENGINEERING DEPARTMENT

Dear Jack,

This letter is a follow up to our recent conversation regarding continued watershed education for the City of Fort Pierce (City) to meet the City's National Pollutant Discharge Elimination System (NPDES) educational requirements.

In exchange for a stipend of \$10,000, the St. Lucie County UF/IFAS Extension (IFAS) will provide the necessary watershed, estuarial and pollinator education within the City. We will identify the Agent(s) and/or Program Specialist(s) on our current staff who will deliver IFAS-developed programming to 2,500 to 3,000 youth, educators and family members from October 1, 2017 to September 30, 2018. The target audience for Watershed and Lagoon Life will focus on middle school students and their families, underserved community residents, along with appropriate county and city departments, and homeowner's associations in the City. This will continue to be multi-disciplinary programming about ecosystems, natural resource managements (i.e., invasive species, water conservation, etc.) and civic responsibility. Proof of program activities and audience reach statistics will be provided by IFAS to the City on a quarterly basis.

In addition, IFAS Agents who conduct similar watershed education outreach within the City of Fort Pierce that meet NPDES requirements will also provide quarterly audience-reach statistics to the City.

If you are in agreement with this proposal, we ask that you process this through the appropriate channels, similar to last year. We look forward to providing this valuable education to the citizens of the City of Fort Pierce.

Sincerely,

Ed Skvarch

City Commission Regular Meeting

11.a.

Meeting Date: 08/21/2017

Re: Proposed Ordinance No. 17-024 Reduction of Planning Board Members

Submitted For: James Messer, City Attorney, City Attorney

SUBJECT:

Legislative Hearing - Ordinance No. 17-024, Reducing the number of Planning Board Members. SECOND READING

SUMMARY:

The proposed ordinance reduces the number of Planning Board members from ten (10) members with two (2) alternates, to five (5) members with one (1) alternate, and enables each member of the City Commission to appoint one (1) member to the Planning Board, in addition to one (1) at large alternate member appointed by majority vote.

This change aligns the Planning Board more appropriately with the demographics of the City of Fort Pierce.

It also eliminates rule making authority, which has no basis in law.

The reappointment of members is recommended as follows:

1. In order to align with the next Planning Board meeting of September 12, 2017, the application process should commence immediately.
2. Ideally, the current members should be removed and the appointments made at the City Commission meeting of August 21, 2017, but no later than September 5, 2017.

RECOMMENDATION:

Adopt Ordinance No. 17-024 to reduce the number of Planning Board members and eliminate rule making authority.

ALTERNATIVES:

Maintain the current number of Planning Board members.

RESPONSIBLE STAFF:

Rebecca Grohall, Planning Director
James M. Messer, City Attorney

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2017

Account: TBD

Amount: TBD

OTHER INFORMATION:

No financial impact.

Attachments

17-024 with first reading updates

Original Ordinance from first reading

Rules and Regulations

Form Review

Inbox

City Manager

Form Started By: Angela Wilkinson

Final Approval Date: 08/08/2017

Reviewed By

Nick Mimms

Date

07/28/2017 08:22 AM

Started On: 07/25/2017 01:20 PM

ORDINANCE NO. 17-024

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES **CHAPTER 2, ARTICLE XII, SECTIONS 2-221 AND 2-223, REDUCING THE NUMBER OF PLANNING BOARD MEMBERS AND ELIMINATING ITS POWER TO ADOPT RULES AND REGULATIONS**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida established a planning board; and

WHEREAS, the City of Fort Pierce, Florida desires to reduce the number of planning board members to seven (7) members and (1) alternate, and eliminate its power to adopt rules and regulations.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. That chapter 2 – Administration, article XII, City Planning Board, sections 2-221 and 2-223 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-221. - Appointment; qualifications of members; terms.

There shall be appointed by the city commission a city planning board (referred to in this article as the "board") consisting of ~~ten (10)~~seven (7) members, and ~~two (2)~~one (1) alternate members, who have been residents of the city for the last two (2) years. ~~each of whom serve for a term of two (2) years. Each member of the City Commission shall appoint one (1) member, to serve concurrently with the appointee's term. Additionally, two (2) at-large and one (1) alternate member shall be appointed by majority vote of the City Commission. Each at-large and/or alternate member shall serve for a term of two (2) years.~~ Any member may be removed with or without cause by the city commission. The members of the city commission and the city manager shall be ex officio members of the city planning board.

Sec. 2-223. - Powers and duties.

The board shall have the following powers and duties:

- (1) Personnel. The board is authorized to employ personnel necessary to make surveys and compile data essential to the preparation of a plan for municipal improvements and otherwise to assist the board in the execution of its powers and duties under this article. The employment of such personnel and the amount of salary to be paid shall be approved by the city commission. The board shall not in any manner obligate the city commission without prior approval of the city commission.
- (2) Officers. Elect its own chairman, vice-chairman and secretary.
- (3) ~~Rules and regulations. Procedures.~~ Adopt ~~rules and regulations~~ procedures for its guidance, provided the same are consistent with the ordinances of the city and applicable state laws.
- (4) Disposal of city property. No real property shall be leased by or disposed of by the city until proposal for the leasing or disposition of the same is submitted to the board for its recommendation, provided, however, the city

commission shall have authority to overrule the disapproval of the board on any such proposal.

- (5) Official city map. Draft an official map of the city with the assistance of the director of public works.
- (6) Neighborhoods. Make and adopt plans for the improvement and development of neighborhoods.
- (7) Public relations. Promote public interest in and understanding of the master plan and other proposals submitted by the board.
- (8) Budget. Submit annually to the city manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommended capital improvements which the board considers necessary or desirable to be constructed during the next ensuing three-year period and establish a priority of such recommended improvements for such period of time.
- (9) Recommend public buildings and lands. Recommend the erection and use of a building or the use of premises in any zoning district when found to be necessary for the public health, convenience, safety or welfare for the following purposes: A public utility; any municipal purpose; community center; cemetery; golf course; educational, philanthropic, charitable or religious use; public or private school (except child nurseries and kindergartens); public or private parks or playgrounds.
- (10) Voting. All recommendations from the planning board, for either approval or disapproval of any measure, petition, plan, program or proposal of any nature, shall be by a majority of the members serving on said board. Such recommendations from the board shall be in writing and shall indicate thereon the names of the members of the board present at the meeting where the recommendations were made and the disposition of the votes of the members of the board, which writing can consist of a copy of the minutes of said board's meeting. If the board is unable to arrive at or make any recommendation hereunder then such inaction shall also be reported in writing in the same manner above prescribed.
- (11) Annexation. Review applications for voluntary annexation to city and make recommendation to city commission.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

James M. Messer, Esq., City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.17-024 was duly advertised by title only in the St. Lucie News Tribune on July 28, 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 August 7, 2017; and was duly introduced, read by title only, and passed on second and final reading August 21, 2017 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 17th day of August, 2017.

Linda Hudson,
Mayor Commissioner

ATTEST:

Linda W. Cox,
City Clerk

(City Seal)

ORDINANCE NO. 17-024

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XII, SECTIONS 2-221 AND 2-223, REDUCING THE NUMBER OF PLANNING BOARD MEMBERS AND ELIMINATING ITS POWER TO ADOPT RULES AND REGULATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida established a planning board; and

WHEREAS, the City of Fort Pierce, Florida desires to reduce the number of planning board members to five (5) members and (1) alternate, and eliminate its power to adopt rules and regulations.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. That chapter 2 – Administration, article XII, City Planning Board, sections 2-221 and 2-223 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-221. - Appointment; qualifications of members; terms.

There shall be appointed by the city commission a city planning board (referred to in this article as the "board") consisting of ~~ten (10)~~ five (5) members, and ~~two (2)~~ one (1) alternate members, who have been residents of the city for the last two (2) years, each of whom serve for a term of two (2) years. Each member of the City Commission shall appoint one (1) member. One (1) alternate member shall be appointed by majority vote of the City Commission. Any member may be removed with or without cause by the city commission. The members of the city commission and the city manager shall be ex officio members of the city planning board.

Sec. 2-223. - Powers and duties.

The board shall have the following powers and duties:

- (1) Personnel. The board is authorized to employ personnel necessary to make surveys and compile data essential to the preparation of a plan for municipal improvements and otherwise to assist the board in the execution of its powers and duties under this article. The employment of such personnel and the amount of salary to be paid shall be approved by the city commission. The board shall not in any manner obligate the city commission without prior approval of the city commission.
- (2) Officers. Elect its own chairman, vice-chairman and secretary.
- ~~(3) Rules and regulations. Adopt rules and regulations for its guidance, provided the same are consistent with the ordinances of the city and applicable state laws.~~
- (3) Disposal of city property. No real property shall be leased by or disposed of by the city until proposal for the leasing or disposition of the same is submitted to the board for its recommendation, provided, however, the city commission shall have authority to overrule the disapproval of the board on any such proposal.

- (45) Official city map. Draft an official map of the city with the assistance of the director of public works.
- (56) Neighborhoods. Make and adopt plans for the improvement and development of neighborhoods.
- (67) Public relations. Promote public interest in and understanding of the master plan and other proposals submitted by the board.
- (78) Budget. Submit annually to the city manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommended capital improvements which the board considers necessary or desirable to be constructed during the next ensuing three-year period and establish a priority of such recommended improvements for such period of time.
- (89) Recommend public buildings and lands. Recommend the erection and use of a building or the use of premises in any zoning district when found to be necessary for the public health, convenience, safety or welfare for the following purposes: A public utility; any municipal purpose; community center; cemetery; golf course; educational, philanthropic, charitable or religious use; public or private school (except child nurseries and kindergartens); public or private parks or playgrounds.
- (910) Voting. All recommendations from the planning board, for either approval or disapproval of any measure, petition, plan, program or proposal of any nature, shall be by a majority of the members serving on said board. Such recommendations from the board shall be in writing and shall indicate thereon the names of the members of the board present at the meeting where the recommendations were made and the disposition of the votes of the members of the board, which writing can consist of a copy of the minutes of said board's meeting. If the board is unable to arrive at or make any recommendation hereunder then such inaction shall also be reported in writing in the same manner above prescribed.
- (1014) Annexation. Review applications for voluntary annexation to city and make recommendation to city commission.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

James M. Messer, Esq., City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.17-024 was duly advertised by title only in the St. Lucie News Tribune on _____, 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 _____, 2017; and was duly introduced, read by title only, and passed on second and final reading _____, 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 August, 2017.

MAYOR COMMISSIONER

CITY CLERK

(CITY SEAL)

CITY OF FORT PIERCE
PLANNING BOARD

RULES AND REGULATIONS

1. The City of Fort Pierce Planning Board will meet the second Tuesday in each month at 6:00 pm in the Fort Pierce City Hall Commission Chambers.
2. Additional meetings may be held at any time upon the call of the chairman, or by a majority of the voting members of the Board, or upon request of the Mayor-Commission, following at least twenty-four (24) hours notice to each member of the Board.
3. The Board at its first regular meeting in March of each year shall elect a chairman, vice-chairman, and a secretary.
4. The duties and powers of the officers of the Planning Board shall be as follows:
 - a. Chairman:
 - (1) Preside at all meetings of the Board.
 - (2) Call special meetings of the Board in accordance with these rules and regulations.
 - (3) Sign documents of the Board.
 - (4) See that all actions of the Board are properly taken.
 - b. Vice-Chairman:
 - (1) During the absence, disability, or disqualification of the chairman, the vice-chairman shall exercise or perform all the duties and be subject to all the responsibilities of the chairman.
 - c. Secretary:
 - (1) Be custodian of Board records, as required.
 - (2) During the absence, disability, or disqualification of the chairman and vice-chairman, the secretary shall exercise or perform all the duties and be subject to all the responsibilities of the chairman.
5. A majority of the members of the Board entitled to vote shall constitute a quorum for the transaction of business. All recommendations from the Board for either approval or disapproval of any agenda item shall be by a majority vote of the members of the Board entitled to vote.
6. Robert's Rules of Order are hereby adopted for the government of the Board in all cases not otherwise provided for in these rules.
7. These rules may be amended at any meeting by a vote of the majority of the entire membership of the Board, provided five days' notice has been given to each member of the Board.

8. Deadline for Agenda: the deadline for placement on the agenda, for applications for conditional use involving site plans, PUR, PUD, and site plan review shall be fifteen (15) working days prior to the meeting. The deadline for other items shall be ten (10) working days prior to the meeting.
9. The following order will normally be observed; however, it may be rearranged by the chairman for individual items if necessary for the expeditious conduct of the business:
 - a. Pledge of Allegiance
 - b. Roll Call
 - c. Consideration of Absences
 - d. Certification of Alternate Member voting status
 - e. Approval of Minutes
 - f. Annexations
 - g. Ordinance amendments
 - h. Comprehensive Plan amendments
 - i. Rezoning
 - j. Conditional Uses
 - k. Site Plans
 - l. Other Business
 - m. Board Comments
10. Procedures for discussion. The following procedure will normally be observed:
 - a. Committee and staff presents report and makes recommendation
 - b. The Board may ask questions regarding the committee or staff report.
 - c. Proponents of the agenda item make presentation.
 - d. Opponents make presentation.
 - e. Applicant makes rebuttal of any point not previously covered.
 - f. Board asks any questions it may have of the proponents, opponents, or staff and then take a vote.
11. Deadline for consideration of non-agenda items:

No non-agenda item shall be taken after 10:00 pm, except that the chairman may waive this rule at his discretion.
12. Designation of voting order:

Voting to be by verbal vote; and the order of voting is to be rotated each vote, except that the chairman shall vote last.
13. Each member, including alternates, of the Planning Board who has knowledge of the fact that he will not be able to attend a scheduled meeting of the Planning Board shall notify the Planning Department at City Hall at the earliest possible opportunity, and in any event, prior to 12:00 pm the date of the meeting. An explanation for the absence shall be provided. The Planning Director shall notify the chairman of the Board in the event that projected absences will produce the

lack of a quorum. In case of absences, the alternates will be the first to fill absences. If a quorum is not met, then ex officio members will be contacted to fill absences. Upon their selection by the Chairman, alternates and ex officio members will have full voting privileges and count toward quorum requirements as long as the total sum of the resident appointees and participating alternates and ex officio members does not exceed ten (10).

14. The chairman shall be an ex-officio member of all committees, with voice but no vote.
15. In the event any office of the Board becomes vacant before the March meeting, a special election to fill the vacancy shall be held at the next meeting following the date the office became vacant, with the term of such office to end at the time of the March meeting.
16. Any decision or recommendation of the Planning Board may be rescinded or reconsidered at or during the same meeting the decision was taken or the recommendation was made. If, for good cause, the Board wishes thereafter to reconsider or rescind a measure, it may at any time recommends to the City Commission that it be given leave to reconsider as appropriate any earlier recommendation.
17. Any agenda for regular meetings of the Planning Board shall include the Following as a final order of business: "Discussion by Individual Board Members".

(Adopted 4/13/1982; Revised 05/08/2007; Revised 6/8/2010; Revised 6/12/2012, Revised 12/11/2012, Revised 10/13/2015)

City Commission Regular Meeting

13.a.

Meeting Date: 08/21/2017

Re: Resolution Adopting Amended SHIP LHAP

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Resolution 17-R26 approving technical revisions to State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) for 2015-2016, 2016-2017 and 2017-2018.

SUMMARY:

Proposed Resolution for technical revisions to SHIP LHAP: 1) Increase cap for owner-occupied home rehabilitations from \$20,000 to \$35,000; 2) Add Project Delivery Costs for consultant services, as needed, to expedite application intake and verification processes.

RECOMMENDATION:

Approve Resolution to increase from \$20,000 to \$35,000 for owner-occupied home rehabilitations and add Project Delivery Costs for staff to solicit consultant services, as needed, to expedite home rehabilitation application intake and verification processes.

ALTERNATIVES:

Do not approve resolution.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 10590025528310
Amount: 835810.00

OTHER INFORMATION:

This funding is available due to the sale of mortgages funded through the SHIP Hurricane Housing Recovery (HHR) program and through allocations provided to the City through the State Housing Initiatives Partnership (SHIP) program.

Attachments

Draft Resolution LHAP Tech Revs
Proposed LHAP Tech Revisions

Form Review

Inbox

Finance Department
City Manager
Form Started By: Libby Woodruff
Final Approval Date: 08/14/2017

Reviewed By

Johnna Morris
Nick Mimms

Date

08/14/2017 02:45 PM
08/14/2017 04:20 PM
Started On: 08/04/2017 07:32 AM

RESOLUTION NO. 17-RXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **APPROVING TECHNICAL REVISIONS TO THE LOCAL HOUSING ASSISTANCE PLAN (LHAP) FOR FISCAL YEARS 2015-2016, 2016-2017 AND 2017-2018**, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS AND CERTIFICATIONS RELATED TO THE REVISED LHAP; AUTHORIZING THE CITY MANAGER TO APPROVE EXPENDITURES OF FUNDS IN ACCORDANCE WITH THE REVISED LHAP; AUTHORIZING THE SUBMISSION OF THE REVISED LHAP TO THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce adopted Resolution No. 15-R10 on March 2, 2015 approving the Local Housing Assistance Plan (LHAP) for Fiscal Years 2015-2016, 2016-2017 and 2017-2018, in accordance with the requirements of the State Housing Initiatives Partnership (SHIP) program; and

WHEREAS, it is necessary and appropriate to make technical revisions to said Local Housing Assistance Plan and the State of Florida allows for such technical revisions; and

WHEREAS, the City of Fort Pierce desires to make technical revisions to said LHAP to increase the maximum award amount for exterior repairs to owner-occupied housing, to allow for project delivery costs, as needed, to further the progress of the program, and to change the name of the City department responsible for the SHIP program oversight; and

WHEREAS, the City Commission finds that this is in the best interest of the public to approve said technical revisions to the LHAP for Fiscal Years 2015-2016, 2016-2017 and 2017-2018 and authorize submission of the revised plan to the Florida Housing Finance Corporation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, THAT:

Section 1. The technical revisions to the Local Housing Assistance Plan (LHAP) for Fiscal Years 2015-2016, 2016-2017 and 2017-2018, attached hereto as Exhibit "A" ("Revised LHAP"), are hereby approved. The approved technical revisions shall apply to the expenditure of SHIP funds allocated in conjunction with the LHAP for Fiscal Years 2015-2016, 2016-2017 and 2017-2018 and any program income or remaining funds from prior year SHIP allocations.

Section 2. The Mayor and City Manager are authorized to execute any documents and certifications related to the Revised LHAP and to do all things necessary and proper for the implementation of the strategies described in said Plan.

Section 3. The City Manager or designee is authorized to approve expenditures of SHIP funds in accordance with the Revised LHAP.

Section 4. The City Manager or designee is authorized to submit the Revised LHAP to the Florida Housing Finance Corporation for the State's records.

Section 5. This resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, this resolution has been duly adopted on this _____ day of August, 2017.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

(City Seal)

APPROVED AS TO FORM
AND CORRECTNESS:

James Messer, Esq.
City Attorney



**STATE HOUSING INITIATIVES PARTNERSHIP
LOCAL HOUSING ASSISTANCE PLAN
(SHIP LHAP)**

FISCAL YEARS COVERED

2015/2016 2016/2017 AND 2017/2018

**Department of Finance
Grants Administration Division**

**Fort Pierce City Hall
100 North U.S. Hwy. 1
Fort Pierce, Florida 34950**

DRAFT AMENDMENT – AUGUST, 2017

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I. PROGRAM DESCRIPTION

A. Name of participating local government: City of Fort Pierce

Interlocal: Yes ___ No X

B. Purpose of the program: The Local Housing Assistance Plan (LHAP) establishes a plan for the entire jurisdiction of the City of Fort Pierce to meet the housing needs of very low, low and moderate-income households, to expand production of and preserve affordable housing and to further the housing element of the City of Fort Pierce's Comprehensive Plan specific to affordable housing.

C. Fiscal years covered by the Plan:

2015/2016

2016/2017

2017/2018

D. Governance: The SHIP Program is established in accordance with Section 420.907.9079, Florida Statutes and Chapter 67-37 Florida Administrative Code. The SHIP Program does further the housing element of the City's Comprehensive Plan.

E. Local Housing Partnership: The City continues to collaborate with public, private and non-profit organizations to carry out its affordable housing programs. These partnerships allow the City to be effective in combining all available resources and cost-saving measures and substantially reduce the cost of housing for income-qualified residents. The City will continue to encourage active partnerships between government sectors, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups to produce affordable housing and to provide related services.

Homeownership assistance for new and existing properties is provided in partnership with local financial institutions and in consultation with local citizens. The St. Lucie County Lending Consortium brings together lenders, title companies, mortgage brokers, realtors, homebuilders, and local government, through public meetings every other month.

F. Leveraging: The City will continue to use SHIP funds to leverage local and federal funds such as Community Development Block Grant (CDBG) and other federal, state and local sources, including federal housing grants and State of Florida Housing Corporation program funds. The City will continue to leverage its SHIP funds as possible and combine local resources and cost saving measures thereby reducing the cost of housing.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers, local lenders and neighborhood associations through the bi-monthly meetings of the St. Lucie County Lending Consortium. Comments were also solicited in developing this Plan and a draft Plan was made available for public review for more than thirty (30) days. An announcement that the Draft LHAP was available for public review and comment was advertised in the local newspaper of general circulation on January 16 and January 23, 2015. The Draft LHAP was available for public

review and comment between February 1 and March 2, 2015 on the City's website (www.cityoffortpierce.com), and in hardcopy at the Fort Pierce City Hall in the Grants Administration Division. A public hearing and opportunity for public comment was presented during a regularly scheduled City Commission meeting on March 2, 2015. *No comments were received from the public during the public hearing on March 2, 2015.*

- H. Advertising and Outreach:** A notice of funding availability will be published in a newspaper of general circulation serving a diverse population, at least thirty (30) days in advance of each funding cycle and announcements will be made by mail-outs to various organizations throughout the community. Additionally, staff will participate at local housing fairs and or community events. If no funding is available due to a waiting list, no notice of funding availability will be advertised.
- I. Discrimination:** In accordance with the provisions of Florida Statutes 760.20-760.37, it is unlawful to discriminate based on race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.
- J. Support Services and Counseling:** Grants Administration Division staff meets monthly with the Treasure Coast Continuum of Care in an effort to coordinate housing supportive services. Staff also meets every-other month with the St. Lucie County Lending Consortium, who works with the City to provide credit counseling, homeownership counseling (pre and post), and debt management assistance.
- K. Purchase Price Limits:** Pursuant to Chapter 67-37.007(6) F.A.C., the sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. According to Florida Statute 420.9075(4)(c), the sales price or value of new or existing eligible housing, as determined by the U.S. Department of Treasury, may not exceed 90% of the average median area purchase price in the statistical area in which the eligible housing is located. Such "average area purchase price" may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The most current Treasury Area Median Purchase Prices will be used. All units must be new, rehabilitated within the past year, or require rehabilitation at the time of purchase to be eligible.
- L. Income Limits, Rent Limits and Affordability:** The income and rent limits used in the SHIP Program are updated annually, based on information collected from the U.S. Department of Housing and Urban Development (HUD) and distributed by the Florida Housing Finance Corporation. Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of the median adjusted gross annual income for the households as indicated in Sections 420.9071. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of his income for housing. Housing for which a household devotes more than 30 percent of its income shall be deemed 'Affordable' if the first institutional mortgage lender is satisfied that the household can afford mortgage payments

in excess of the 30 percent benchmark and in the case when rental housing does not exceed those rental limits adjusted for bedroom size.

M. Welfare Transition Program: Should an eligible sponsor be used, the City will develop a qualification system and selection criteria for applications for awards to eligible sponsors, which will include a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

N. Monitoring and First Right of Refusal: In the case of rental housing, the Grants Administration Division staff shall annually monitor and determine tenant eligibility, or to the extent another governmental entity provides the same monitoring and determination, the City may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored at least annually for 15 years or the term of assistance, whichever is longer, unless specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. Administrative Budget: The Grants Administration Division of the Department of Finance is responsible for administration of the SHIP program for fiscal years 2015-2016, 2016-2017 and 2017-2018. Ten percent (10%) of the total SHIP allocation and loan repayment proceeds will be authorized for administrative expenses each year, as approved by City Commission's attached resolution (Exhibit E).

P. Project Delivery Costs: Project Delivery Costs may include the costs associated with outsourcing of services to a third party, as follows:

- Service Delivery Fee
- Application Intake & Processing
- Termite Inspections
- Surveys
- Lead-Based Paint Inspections

Q. Program Administration: Administration of the LHAP is the responsibility of the City of Fort Pierce's Grants Administration Division which is under the Department of Finance.

R. Essential Services Personnel: Defined, in accordance with Rule Chapter 67-37.002(8) F.A.C. and Chapter 67-37.005(8), F.A.C. and Section 420.9075(3) (a) F.S.

Persons in need of affordable housing who are employed in occupations or professions that include, but are not limited to, local or state law enforcement, fire, rescue, emergency services and management, public safety, educators, school district personnel in the public, private, college and university systems, health care professionals and support personnel, tourism industry professionals and employees, judicial/court system management and support personnel, service

industry personnel (including child care, hospitality and food service) and other job categories as required by Section 420.9075(3)(a), F.S meet the 'Essential Services Personnel' definition.

S. Green/Innovative Design (Section 420.9075(3)(d)), F.S. The City of Fort Pierce will include rehabilitation activities that will conserve energy and water, including but not limited to the replacement of central air conditioning systems with updated energy efficient models, installing programmable thermostats, installing water conserving water closets, installing insulation and envelope sealing.

T. Special Housing Needs: Section 420.9075(1)(a), F.S. The City of Fort Pierce recognizes that there are many elderly and disabled residents in need of accommodations beyond regular rehabilitation improvements. These can include grab bars, ramps, accessible kitchens and bathrooms, doors and switches, etc. The Grants Administration Division will provide a concerted effort to identify these needs at the time of the initial inspection.

II. LHAP HOUSING STRATEGIES

As funding is available, the LHAP for the 2015-2016, 2016-2017 and 2017-2018 fiscal years will increase the availability of affordable housing by providing:

- Owner-Occupied rehabilitation of homes for existing homeowners;
- "First Time Homebuyer" down payment and closing cost assistance for new homes or homes requiring rehabilitation; and
- Foreclosure prevention assistance and counseling to qualified homeowners;
- Disaster, post disaster, and mitigation recovery assistance.

A. STRATEGY 1: OWNER-OCCUPIED HOUSING REPAIR/ REHABILITATION (Code 3)

a. Summary of the Strategy: The City provides Owner-Occupied Housing Repair/Rehabilitation funding through the SHIP program for the upgrading of substandard owner-occupied housing units and to address housing code violations. Additionally, this strategy provides for the construction or installation of general property improvements to provide basic amenities and to bring units into conformity with applicable housing standards.

All rehabilitation work is required to include initiatives for green design and techniques as referenced in Section 420.9075(3)(d), F.S. This strategy is for eligible very low, low and moderate-income persons who own and occupy single-family housing units. The City shall award SHIP owner-occupied repair/rehabilitation assistance to income eligible households on a first-qualified/first-served/. When an extensive waiting list exists, applicants will be added to the list in first qualified/first served order. Applications will be received until funds are expended.

The City's Contracted Rehab Consultant will inspect homes of eligible applicants to identify work activities, through a work write up, for improvements that are needed for safe and sanitary habitation, correction of substantial code violations, or the creation of additional living space.

b. Fiscal Years Covered: 2015/2016; 2016/2017; 2017/2018

c. Income Categories to be served: Very low, low, and moderate-income families.

d. Maximum award: \$35,000

e. Term, Recapture and Default: Deferred mortgage loan at 0% interest due and payable upon sale, transfer or rental of residence for very low and low-to-moderate income families. The deferred loan will reduce annually (see chart below) if the owner continues to occupy the unit as their principal residence. The loan is forgiven on an annual basis according to the chart below. Loans will be secured by a mortgage and note. Should the property be sold or if the household fails to maintain it as their principal residence during the term of the deferred mortgage loan, the remaining amount will be due and payable to the SHIP Housing Trust Fund. In the event of the death of the property owner, the same recapture criteria applies to the heir(s).

Assistance Amount	Term Period	Annual Forgiveness
\$500 - \$10,000	5 year	1/5 of loan amount
\$10,001 - \$30,000	10 years	1/10 of loan amount
\$30,001 - \$50,000	15 years	1/15 of loan amount

f. Applicant Selection Criteria: Very low and lower income homeowners will be assisted on a first qualified/first served basis, following advertisement of the availability of funds. When an extensive waiting list exists, applicants will be added to the list in first qualified/first served order.

g. Sponsor Selection Criteria: Not applicable

h. Additional Information: The City may leverage local and federal funds when cost of the project exceeds the maximum award allocation. When an extensive waiting list exists, qualified applicants will be selected from the list in first-qualified/first-served order.

B. STRATEGY 2: HOME PURCHASE ASSISTANCE (Codes 1,2)

a. Summary of the Strategy: The City may provide funds for Home Purchase Assistance for very low, low and moderate-income persons. The City shall award SHIP assistance to income-eligible households on a first-qualified/first-served basis. The household selection is based on meeting all of the income eligibility criteria, credit financial status, and ability to qualify for a sufficient first mortgage. The first mortgages for these households may be obtained through such sources as, but not limited to: lenders, Federal Housing Administration (FHA) backed loans from a local lender, Veterans Administration (VA), or through any qualified lender, mortgage banker or broker.

Down payment and closing cost assistance is for eligible first-time homebuyers to purchase a newly constructed home, or an existing home, which need repairs, for use as their principal residence. Purchasers of both new and existing homes will be assisted with only the amount required to reduce the purchase price (principal reduction) in order to make the unit affordable, pay for repairs required by the program and/or closing costs, up to the maximum award. A *first time homebuyer* is defined as a person that has not owned a home in the previous three (3) years [exceptions will be made for individuals

who are displaced homemakers]. A *displaced homemaker* is defined as an adult who has lost the primary source of financial support of the main family wage earner because of divorce, death, abandonment or disability. Eligible applicants must contribute a minimum of \$500.

- b. Fiscal Years Covered:** 2015/2016; 2016/2017; 2017/2018
- c. Income Categories to be served:** Very low, low, and moderate-income families.
- d. Maximum award:** Up to \$15,000 for very low and low-income families, and \$10,000 for moderate-income families
- e. Terms, Recapture and Default:** Deferred mortgage loan at 0% interest due and payable upon sale, transfer or rental of residence for very low, low and moderate-income families. The loan is forgiven on an annual basis according to the chart below. Loans will be secured by a mortgage and note. Should the property be sold or if the household fails to maintain it as their principal residence during the term of the deferred mortgage loan, the remaining amount will be due and payable to the SHIP Housing Trust Fund. In the event of the death of the property owner, the same recapture criteria applies to the heir(s).

Assistance Amount	Term Period	Annual Forgiveness
\$10,000	10 year	1/10 of loan amount
\$15,000	15 years	1/15 of loan amount

f. Recipient Selection Criteria: Applicants must be able to qualify for a mortgage loan from a member of the St. Lucie County Lending Consortium (see Consortium member list – Exhibit H) or an approved local lender offering bond or special financing. A prequalification letter will be required before the application will be processed completely or selected for funding. Only those households meeting the local lending criteria will be processed further. Households with credit problems will be referred to a consumer credit counseling service for assistance.

g. Sponsor Selection Criteria: N/A

h. Additional Information: N/A

C. STRATEGY 3: FORECLOSURE PREVENTION PROGRAM (CODE 7)

- a. Summary of Strategy:** SHIP funds may be used to help homeowners avoid foreclosure by catching up their mortgage payments. Eligible expenses include delinquent mortgage payments (principal, interest, taxes and insurance), attorney fees, late fees, and other customary fees associated with mortgage payments.
- b. Fiscal Years Covered:** 2015/2016; 2016/2017; 2017/2018
- c. Income Categories to be served:** Very low, low and moderate-income persons
- d. Maximum Award:** \$7,500

- e. **Terms, Recapture and Default:** Assistance will be through a one (1) year zero percent (0%) interest deferred payment loan secured by a mortgage and note to qualified homeowners, forgiven at the end of one year. Should the property be sold, rented, title transferred, etc. or the household fail to maintain the home as their principal residence during the term of the contractual term of the loan, the invested funds shall become due and payable to the SHIP Housing Trust Fund.
- f. **Recipient Selection Criteria:** Homeowners that reside within the city limits of Fort Pierce will be eligible to apply for assistance through this strategy. Applicants will be selected on a first qualified/first served basis.
- g. **Sponsor Selection Criteria:** Not applicable
- h. **Additional Information:** None

D. STRATEGY 4: DISASTER/POST DISASTER/ MIGATION/ RECOVERY (Code 5)

- a. **Summary of Strategy:** In the event of a state or federally-declared disaster by Executive Order as required in Section 420.9078(1), F.S., SHIP funds may be used to leverage with available federal and state resources to assist income-eligible households with disaster related repairs. SHIP disaster funds may be used for items such as, but not limited to purchase emergency supplies to weatherproof damaged homes, provide repairs to avoid further damage, remove trees and debris, pay insurance deductibles, and to provide additional post-disaster assistance for non-insured repairs. Security deposits and rental assistance for displaced disaster-related recipients (not to exceed two months), will be provided only during the term of the Executive Order. Alternatively, funds may also be used to retrofit residences with mitigation features (installation of roofing straps, shutters, storm doors, windows and garage doors) that help prevent future storm damage.
- b. **Fiscal Years Covered:** 2015/2016; 2016/2017; 2017/2018
- c. **Income Categories to be served:** Very low, low and moderate-income families
- d. **Maximum Award:** \$15,000
- e. **Terms, Recapture, and Default:** Assistance will be provided through a deferred payment loan at 0% interest due and payable upon sale, transfer or rental of residence for very low, low and moderate income families. The deferred loan will depreciate annually (see chart below) if the owner continues to occupy the unit as their principal residence. For assistance amounts up to \$7,500, the total loan amount will be forgiven on the first anniversary of the date of the execution of the deferred mortgage. For assistance amounts between \$7,501 and \$15,000, one-fifth of the loan will be forgiven from the balance owned on each anniversary date of the execution of the deferred mortgage. Should the property be sold or the household fail to maintain the property as their principal residence during the term of the deferred mortgage loan, the remaining amount will immediately become due and payable to the SHIP Housing Trust Fund.

Loans will be secured by a mortgage and note, due and payable upon sale, transfer, or rental of residence. Full recapture of funds invested will be required upon default, unless a forgiveness provision is incorporated into the

mortgage and note in which case the non-depreciated portion shall be due and payable upon default. In the event that the City receives reimbursement from federal and state sources, such reimbursed funds will be utilized in accordance with the approved Housing Assistance Plan in effect at the time the funds are disbursed.

Assistance Amount	Term Period	Annual Forgiveness
\$0 - \$7,500	1 year	-
\$7,501 - \$15,000	5 years	1/5 of loan amount

- f. Recipient Selection Criteria:** Assistance will be provided on a first qualified/first serve basis following advertisement of the availability of funds. When an extensive waiting list exists, applicants will be added to the list in first qualified/first served order. Applications will be received until funds are expended.
- g. Sponsor Selection Criteria:** N/A
- h. Additional Information:** The City may leverage local and federal funds when cost of the project exceeds the maximum award allocation.
- a. Sponsor Selection Criteria:** N/A

III. LHAP INCENTIVE STRATEGIES

A. EXPEDITED PERMITTING

The City of Fort Pierce Housing Incentive Plan was adopted August 1, 1994 and amended on March 19, 2009. The Affordable Housing Advisory Committee (Communitywide Council) reviewed the incentives; expedited the permitting process for affordable housing projects and established a process to consider actions that have a significant impact on the cost of housing.

Established policy and procedures: The City of Fort Pierce has streamlined permit processing in place, for all projects. The City encourages pre-construction meetings with the builder and Planning Department staff, to save the builder the expense of having plans redrawn to meet City requirements and cause possible delays in the permitting process.

B. ON-GOING REVIEW PROCESS

The Housing Incentive Plan recommends that the City process and review affordable housing permits within three (3) business days. The plans for review should be color-coded for priority and hand delivered to the appropriate departments. The objective of each department is to perform their review the day the applications for permits are received.

Established policy and procedures: A committee is in place to review the City’s building codes and land development regulations. The objective of the committee is to recommend the elimination of excessive non-essential requirements that add to the cost of housing. The committee may make non-binding recommendations to the Director of the Department of Finance, Grants Administration Division, City Manager, and/or City Commission.

IV. EXHIBITS:

- A. Administrative Budget
Fiscal Years 2015/2016; 2016/2017; 2017/2018
- B. Timeline for Encumbrance and Expenditure
- C. Housing Delivery Goals Chart
Fiscal Years 2015/2016; 2016/2017; 2017/2018
- D. Certification Page
- E. Adopting Resolution #15-R10
- F. Program Information Sheet
- G. St. Lucie County Lending Consortium Members
- H. Public Hearing Advertisement
- I. Communitywide Council (AHAC) LHAP Review/Meeting Advertisement

City Commission Regular Meeting

13.b.

Meeting Date: 08/21/2017

Re: Resolution Appointing Planning Board Members

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 17-R27 Removing and Appointing Planning Board Members

SUMMARY:

By Ordinance 17-024, the City Commission of the City of Fort Pierce, Florida modified Chapter 2, Article XII, Section 2-221 establishing the appointment, qualifications of members and terms of Planning Board members. Accordingly, the Commission is now required to appoint of members under the new provisions.

RECOMMENDATION:

Appoint members to the Planning Board.

ALTERNATIVES:

Delay appointments.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Rebecca Grohall, Planning Director
James Messer, City Attorney

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

17-R27

Baker

Bernetti

Broderick

Burdge

Creyaufmiller

George

Hayek

O'Connell

Paul
Poitier

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 08/15/2017

Reviewed By

Nick Mimms

Date

08/15/2017 05:25 PM

Started On: 08/08/2017 04:03 PM

RESOLUTION NO. 17-R27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **REMOVING EXISTING BOARD MEMBERS AND CERTIFYING THE APPOINTMENT OF MEMBERS TO THE CITY PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Ordinance 17-024, the City Commission of the City of Fort Pierce, Florida modified Chapter 2, Article XII, Section 2-221 establishing the appointment, qualifications of members and terms of Planning Board members; and

WHEREAS, the adoption of Ordinance 17-024 on August 21, 2017, necessitates the removal of existing planning board members and the appointment of members under the new provisions.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, as follows:

1. Members of the Planning Board as of August 21, 2017 are hereby removed; and
2. The following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the City Planning Board; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

- _____ Commissioner Alexander Appointee
- _____ Commissioner Johnson Appointee
- _____ Commissioner Perona Appointee
- _____ Commissioner Sessions Appointee
- _____ Mayor Hudson Appointee
- _____ At-Large Member, term to expire August 20, 2019
- _____ At-Large Member, term to expire August 20, 2018
- _____ Alternate Member, term to expire August 20, 2019

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 20th day of August, 2017.

LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

JAMES MESSER, ESQ.
CITY ATTORNEY



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: MARCIA BAKER	Phone: 772-465-3718
Home Address: City/Zip Code: 1753 Seaway Drive	How long at this address? 28 YEARS
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No RAINS INSURANCE 204 NORTH 2ND ST FT PIERCE	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): REAL ESTATE BROKER + LAND DEVELOPER FOR 28 YEARS INSURANCE AGENT FOR 30 YEARS	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by:	Applicant Email Address: MS. MARLIABAKER@ATT.NET
Date: 8/8/2017	Applicant's Signature: Marcia Baker

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

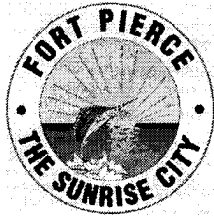
100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning

Name: <u>AL BERNETTI</u>	Phone: <u>772-519-0482</u>
Home Address: <u>1177 BAYVIEW DR. #207</u> City/Zip Code: <u>FT. PIERCE, FL. 34949</u>	How long at this address? <u>19 YEARS</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>REAL ESTATE BROKER</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>McCunoy & Co. REALTY</u> <u>171 McLooy LANE</u>	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): <u>FOUNDER AND PRESIDENT OF MAGIC HOMES AND DEVELOPMENT IN ST. LEONARD</u> <u>FL. FROM 1989 TO 2005</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by: <u>KORI BENTON</u>	Applicant Email Address: <u>CAPITALBERNETTI@GMAIL.COM</u>
Date: <u>8/8/17</u>	Applicant's Signature: <u>AL BERNETTI</u>

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CITY OF FORT PIERCE

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(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning Board

Name: Michael Broderick	Phone: 561-719-3356
Home Address: 1127 Granada St. City/Zip Code: Ft. Pierce Fl. 34949	How long at this address? 14 years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Commercial real estate broker, leasing, property management, property rehabilitation	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: Trident Properties Management 1221 Delaware Ave. Commercial real estate leasing, management and property rehabilitation. Anytime Fitness; Gym 111 Orange Ave. Ft. Pierce Fl. 34950	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: Trident Properties Management 1221 Delaware Ave. Ft. Pierce, Fl. 34950	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): 34 years commercial real estate brokerage, extensive background in renovations, leasing, construction management.	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Historic Preservation Board	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: tridentproperty@bellsouth.net
Date: 8-3-2017	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

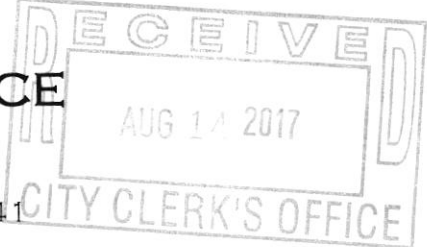
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
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(772) 467-3066 FAX (772) 467-3841



APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning Board

Name: <u>Bob Burdge</u>	Phone: <u>772 466-0032</u>
Home Address: <u>1302 NEBRASKA AVE 1-C</u> City/Zip Code: <u>FORT PIERCE FL 34950</u>	How long at this address? <u>20 yrs</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Retired</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: <u>PLANNING</u> Describe your education, background, training and knowledge in the above area(s): <u>B.A. Political Science</u> <u>Member of PLANNING</u> <u>City Commissioner 88-96</u> <u>BOARD since 2009</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by: <u>Tom Perona</u>	Applicant Email Address: <u>Commish33@AOL.com</u>
Date: <u>8/10/17</u>	Applicant's Signature: <u>Bob Burdge</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

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CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: PLANNING

Name: <u>FRANK CREYAUFMILLER</u>	Phone: <u>919-345-8080</u>
Home Address: <u>4320 GATOR TRACE CIRCLE</u> City/Zip Code: <u>FORT PIERCE, FL 34982</u>	How long at this address? <u>6 YEARS</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>MECHANICAL ENGINEER</u> <u>RETIRED</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): <u>I AM A PASTED MECHANICAL ENGINEER AND PASTED OWNER OF A INDUSTRIAL EQUIPMENT DESIGN AND MANUFACTURING COMPANY, WE WOULD ALSO DESIGN AND BUILD THE BUILDINGS FOR OUR CUSTOMERS. I ATTENDED REAL ESTATE CLASSES AND PASTED TO BECOME A BROKER IN NC</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <u>PLANNING</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by: <u>ED COX</u>	Applicant Email Address: <u>frank.creyaufmiller@gmail.com</u>
Date: <u>8-8-2017</u>	Applicant's Signature:

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

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FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning, Utility Board

Name: <u>John L. George</u>	Phone: <u>(772) 834-7001</u>
Home Address: <u>678 Bent Creek Dr.</u> City/Zip Code: <u>Ft. Pierce 34947</u>	How long at this address? <u>1</u>
Are you a citizen of the United States? <u>yes</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>General Contractor</u>	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: <u>Construction Manager, General Construction</u>	
Do you now or in the future plan to do business with the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity? <u>Don't know & Haven't yet.</u>	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: <u>Downtown Ft. Pierce in Harbor Building</u>	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): <u>B.S.E.E, MBA</u>	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: <u>Planning Board</u>	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: <u>Comm. Alexander</u>	Applicant Email Address: <u>jgeorge@constructionbygeorge.com</u>
Date: <u>8/8/2017</u>	Applicant's Signature: <u>[Signature]</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

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CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: CHARLES HAYEK	Phone: 772 8281080
Home Address: 1111 FERNANDINA ST. City/Zip Code: FORT PIERCE, FL 34949	How long at this address? 3 yrs
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: GENERAL CONTRACTOR	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HAYEK CONST. 1111 FERNANDINA ST. FT. PIERCE, FL 34949	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s):	
MASTER OF SCIENCE - MANAGEMENT BSBA - FINANCE	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PLANNING	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by:	Applicant Email Address: CCHARNK77@AOL.COM
Date: 8.8.17	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841



APPLICATION FOR APPOINTMENT/ REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: <u>Tim O'Connell</u>	Phone: <u>772 924-2911</u>
Home Address: <u>420 N 2nd ST</u> City/Zip Code: <u>Fort Pierce 34950</u>	How long at this address? <u>6 yrs</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Realtor</u>	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: <u>OC Realty</u> <u>Traditional Realstate - Realstate investing</u> <u>Renovations, Historic Preservation</u>	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: <u>OC Realty 420 N 2nd ST</u>	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: <u>TimOConnellJ@gmail</u>
Date: <u>10 Aug 17</u>	Applicant's Signature: <u>Timothy O'Connell</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office - 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com



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100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning

Name: <u>Brian R. Paul</u>	Phone: <u>772 519 0464</u>
Home Address: City/Zip Code: <u>8 HARBOUR ISLE #7406</u>	How long at this address? <u>5 yrs</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Business Owner</u>	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: <u>110 S. Ocean Drive</u> <u>735 N. US # 2</u>	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: <u>Same as owned.</u>	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): <u>Business Administration FAU</u>	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: <u>Planning</u>	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: <u>Brian@hutchisland.com</u>
Date: <u>8-8-2017</u>	Applicant's Signature: <u>Brian Paul</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: <i>ROBERT H. POITIER JR</i>	Phone: <i>772-332-6263</i>
Home Address: City/Zip Code: <i>306 W 22nd FT PIERCE, FL</i>	How long at this address? <i>1997</i>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <i>RETIRED</i>	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): <i>FINISH HIGH SCHOOL</i> <i>ATTEND JUNIOR COLLEGE</i>	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: <i>DUKE NELSON</i>	Applicant Email Address:
Date: <i>8/8/17</i>	Applicant's Signature: <i>Robert H. Poitier Jr</i>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting

13.c.

Meeting Date: 08/21/2017

Re: Resolution 17-R28: Amend Solid Waste Administrative Guidelines & Approval fees

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

SUBJECT:

Resolution 17-R28 approving the adoption of the amended Solid Waste Administrative guidelines and the schedule of fees for collection and disposal of garbage and trash.

SUMMARY:

Seeking approval to increase fees for the collection and disposal of garbage and trash as stated in resolution no. 17 R28.

RECOMMENDATION:

Approve Resolution #17-R28, establishing the amended Solid Waste Guidelines for the schedule of fees for collection and disposal of garbage and trash.

ALTERNATIVES:

Do not approve Resolution #17-R28 to amend the Solid Waste Administrative guidelines for the schedule of fees for collection and disposal of garbage and trash.

RESPONSIBLE STAFF:

Public Works Department, Solid Waste Division

COORDINATED WITH:

Linda Cox, City Clerk, James Messer, City Attorney

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

There will be no fiscal impact to the City from this agenda item. The City will receive income due to the increased fees, if approved.

Attachments

Resolution

Exhibit A - SW Guidelines

Signed Resolution

Form Review

Inbox

City Manager

Form Started By: Kay Czarnecki

Final Approval Date: 08/14/2017

Reviewed By

Nick Mimms

Date

08/14/2017 04:20 PM

Started On: 08/09/2017 06:38 AM

RESOLUTION NO. 17-R28

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING THE AMENDED **SOLID WASTE ADMINISTRATIVE GUIDELINES** AND APPROVING THE **SCHEDULE OF FEES FOR COLLECTION AND DISPOSAL OF GARBAGE AND TRASH** AS SET OUT IN THE SOLID WASTE ADMINISTRATIVE GUIDELINES BY THE CITY MANAGER IN ACCORDANCE WITH SECTION 16-31 OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 16-31, Fees – current schedule, of the Code of Ordinances of the City of Fort Pierce, Florida, states: “All fees due and payable to the city for services rendered in the collection and disposal of garbage and trash shall be fixed by the city manager, subject to the review and approval by the city commission”.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The City Commission does hereby adopt the amended **SOLID WASTE ADMINISTRATIVE GUIDELINES** submitted by the City Manager and attached as Exhibit “A” herein and does hereby approve the schedule of fees for collection and disposal of garbage and trash as set out in Exhibit “A”.

SECTION 2. This resolution shall become effective October 1, 2017.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2017.

Linda Hudson, Mayor Commissioner

ATTEST:

Linda Cox, City Clerk

**APPROVED AS TO FORM
AND CORRECTNESS**

James M. Messer, City Attorney

EXHIBIT "A"
CITY OF FORT PIERCE

SOLID WASTE ADMINISTRATIVE GUIDELINES

OCTOBER 01, 2017

FEES - AMOUNTS

GENERAL. Fees due and payable to the city for services rendered in the collection and disposal of garbage and trash and/or for the availability of service. Charges for the collection and disposal of garbage and trash shall be as follows:

(a) SINGLE-FAMILY AND DUPLEX DWELLINGS. Garbage collection, (household) two (2) times per week (1 can), Trash collection (yard waste, grass, leaves & limbs) one (1) time per week (1 can).

(1) Single-family dwelling (any building on one parcel of land with a room or group of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used by one or more persons as a separate household establishment): \$22.14 per month.

(2) Duplex dwelling (any building on one parcel of land that contains two (2) sets of rooms or groups of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used as two (2) separate living units): \$22.14 per month per unit.

(b) MOBILE HOME. A mobile home is defined as a trailer equipped with facilities for the storage and preparation of food for consumption and designed for or used by one or more persons as a separate household establishment. Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, one (1) time per week (1 can).

(1) Where collection is made from residential refuse containers at each mobile home: \$22.14 per month per unit.

(2) Where a mechanical dumpster is used the rates shall be the same as shown under "mechanical dumpsters".

(c) MULTIPLE-FAMILY DWELLING. A multiple-family dwelling shall be defined as any building on one parcel of land that contains from three (3) to fifteen (15) sets of rooms or groups of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used by one or more persons living as a household establishment. Living units in condominium, cooperative or jointly owned buildings shall be treated, for the calculation of collection fees, as multiple-family dwellings: Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, one (1) time per week (1 can).

\$19.99 per month per unit **minimum**. Where a mechanical dumpster is used the rates shall be the same as those shown under "mechanical dumpsters." Multiple-family developments containing sixteen (16) or more sets of rooms or groups of rooms are required to use a mechanical dumpster. Rate for service exceeding 2 times per week shall be \$8.47 per cubic yard. Additional day shall be determined by the City.

(d) OPTIONS FOR ENHANCED SERVICE BY WAY OF AN ADDITIONAL CONTAINER OR CONTAINERS.

(1) Garbage service - a second or more, green garbage container for collection - \$15.94 per month per container.

(2) Yard trash - a second or more, black horticultural container for collection - \$6.20 per month per container.

(e) COMMERCIAL CUSTOMERS. Commercial customers shall be identified as but not limited to all office buildings, stores, filling stations, service establishments, light industries, schools, churches, clubs, lodges, motels, laundries, hotels, public buildings, food services and lodging establishments. The charge shall be based upon the volume of refuse and trash accumulated, ease of accessibility to the collection crew and the time required for collection. Customers requiring multiple billings will be charged a monthly fee of \$1.00 for each bill.

(1) Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, one (1) time per week (1 can). \$26.46 per residential type refuse container per month.

(f) MECHANICAL DUMPSTERS. If weight consistently exceeds seventy-five (75 lbs) per cubic yard for non-compacted waste or two hundred sixty-two pounds (262 lbs) per cubic yard for compactors the Department of Solid Waste shall add a surcharge of \$.0337 per pound for weights exceeding these numbers. Cost per month, which includes furnishing and emptying dumpsters as per schedule:

(1) Compactors shall be charged at 3.5 times these rates.

TIMES EMPTIED PER WEEK	2 CUBIC YARDS	4 CUBIC YARDS	6 CUBIC YARDS	8 CUBIC YARDS
1	\$76.11	\$131.12	\$174.94	\$210.69
2	\$138.36	\$238.81	\$319.06	\$384.79
3	\$207.54	\$358.21	\$478.58	\$577.19
4	\$276.72	\$477.63	\$626.60	\$769.60
5	\$345.91	\$597.03	\$797.65	\$962.00
6	\$415.08	\$716.44	957.20	\$1154.38

Monthly rate for opening and closing gate shall be computed at \$25.00 per service.

Monthly rate to roll out a residential dumpster shall be computed at \$50.00 per service (2 yd and 4yd only). 50 ft maximum distance.

Enclosure to be minimum, 12 feet X 12 feet.

Dumpster access to be maximum 30 degrees from travelway.

(2) CHARGES FOR EMPTYING MORE OFTEN THAN SCHEDULED. \$9.74 per cubic yard, with a minimum charge of \$26.13 per pickup, will be charged for each additional time the dumpster is emptied above the scheduled frequency of emptying. The level of service for residential or commercial establishments utilizing dumpsters shall be determined by the city with notification to customer.

(3) RESIDENTIAL REFUSE CONTAINERS. Cost per month, which includes furnishing and emptying containers as per schedule:

- (1) Orange Avenue North to City Limits & South Beach – Monday & Friday
- (2) Orange Avenue South to City Limits – Tuesday & Friday

(g) INDUSTRIAL CUSTOMERS. Industrial customers who generate industrial waste will be so defined by the Director of Solid Waste and subject to the approval of the City Manager. Customers so defined will not be subject to a collection charge if service is not rendered.

(h) PUBLIC HOUSING AUTHORITY. Units owned, leased or operated by the Public Housing Authority shall pay the following rates:

- (1) Where refuse is collected in a manner similar to a single-family and duplex dwelling: \$22.14 per month.
- (2) Where refuse is collected by means of a dumpster: (rates will be those set under “mechanical dumpster” section.)

(i) TRASH AND TIRE PICKUP.

“All trash, as herein defined, which is not containerized either by design or nature shall be picked up by the City for the following charges:

- I. Trash - \$47.61 minimum charge for curbside pickup of trash not exceeding five (5) cubic yards;
- II. \$95.22 for each load containing from five (5) cubic yards to ten (10) cubic yards;
- III. \$142.83 for each load containing from ten (10) cubic yards to fifteen (15) cubic yards;
- IV. \$190.44 for each load containing from fifteen (15) cubic yards to twenty (20) cubic yards;
- V. Automotive Tires - \$52.90 per pickup not to exceed four (4) tires.

(k) RESIDENTIAL RECYCLING.

Service for single family, duplex and triplex \$3.11 per month.

28
RESOLUTION NO. 17-RXX

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SECTION 2. This resolution shall become effective October 1, 2017.


IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2017.

Linda Hudson, Mayor Commissioner

ATTEST:

Linda Cox, City Clerk

**APPROVED AS TO FORM
AND CORRECTNESS**



James M. Messer, City Attorney