

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, October 2, 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 the Minutes of the September 5, 2017 regular meeting, the September 12, 2017 special meeting and the September 18, 2017 regular meeting.
6. **PROCLAMATIONS**
 - a. Lights on Afterschool Proclamation
 - b. Public Power Week Proclamation
 - c. Parents of Murdered Children Proclamation
7. **LETTERS TO COMMISSION**
 - a. Letter from Charlene Adair expressing appreciation to the entire staff for their efforts during Hurricane Irma.
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. **MISCELLANEOUS REPORTS**

- a. Presentation by SELF regarding existing programs and assistance available to homeowners in our community - Doug Coward, Executive Director

11. **CONSENT AGENDA**

- a. Approval of Blanket Purchase Orders for the Public Works Department for Fiscal Year 2017-2018 to ensure efficient maintenance, service and repair of all City owned facilities, amenities and equipment.
- b. Approval of annual/blanket purchase orders for the Police Department for FY2018 in an amount not to exceed \$487,893.00.
- c. Approval of Lease between the City of Fort Pierce and McAlpin Cavalcanti & Lewis, CPA for office space in the City Hall Annex Building for a term of one (1) year.

12. **PUBLIC HEARINGS**

- a. Legislative Hearing - Ordinance 17-032, Amending City Code Section 22-22 - Allowed Uses, specifically within the Commercial Parkway Zone (CP-1) ; to classify Wholesale Trade as a permitted use within the subject district. SECOND READING

13. **CITY COMMISSION**

- a. Monthly Financial Report for the Month Ending August 31, 2017.
- b. Approval of letter of appreciation to Michelle Franklin, St. Lucie County Property Appraiser for their assistance following Hurricane Irma.
- c. Approval of a letter of thanks to Charlotte Bireley, Tourism and Marketing Director and the TDC for their efforts in promoting the City of Fort Pierce.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

- a. City Manager's Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

City Commission Regular Meeting

5.a.

Meeting Date: 10/02/2017

Re:

SUBJECT:

Approval of the Minutes of the September 5, 2017 regular meeting, the September 12, 2017 special meeting and the September 18, 2017 regular meeting.

Attachments

09.05.2017 Regular

09.12.2017 Special

09.18.2017 Rg Mtg

Form Review

Form Started By: Noemi Rios

Started On: 09/22/2017 02:19 PM

Final Approval Date: 09/22/2017

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON **TUESDAY, SEPTEMBER 5, 2017.**

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 6:30 p.m.
2. **OPENING PRAYER** - Pastor Walter Barron, Neighborhood Bible Way Revival Center, gave the opening prayer.
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**

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

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

5. **APPROVAL OF MINUTES**

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve Item 5A.

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

Passed

6. **PROCLAMATIONS**

- a. Mayor Hudson issued a proclamation received by the Cora Stickney Harper Chapter National Society Daughters of the American Revolution proclaiming the week of September 17-23, 2017 as Constitution Week.
- b. Mayor Hudson issued a proclamation received by the Treasure Coast Food Bank proclaiming September 2017 be observed as Hunger Action Month.

7. **LETTERS TO COMMISSION** - There were no letters to the Commission.

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

Pastor Ted Rice, Pastor Christopher Fogal, Dr. David Thompson, Pastor Eldrew Baldwin and Mr. Michael Simos all spoke regarding Item 13C.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the agenda with the addition of the Edward Byrne Memorial Justice Assistance Grant Application as Item 13D.

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

Passed

10. **CONSENT AGENDA**

- a. Approval to purchase two (2) custom replacement light poles and fixtures for the Harbor Isle Round-about from Lightworks, Inc., Miami, FL, in accordance to the attached quote #CG17-0111 for an amount not to exceed \$13,200.00.
- b. Approve \$2,600.00 increase in Purchase Order #170961, Summerlin's Marine Construction, Ft. Pierce, Florida to complete emergency repairs to boat ramps.

- c. Authorize the City Attorney to initiate foreclosure action on a code enforcement lien filed against 7131 Okeechobee Road and Ft. Pierce Petroleum LLC.
- d. Approve Increase to Blanket Purchase Order#170149 for i-Heart Media Radio Advertising for the Sunrise Theatre in the amount of \$20,000.
- e. Approve purchase of traffic system test equipment from Econolite in the amount of \$17,915.00. Econolite is the City's sole source supplier for traffic equipment.
- f. Approve Revocable Encroachment Permit to allow 22 F.P. Fisherman's Wharf, LLC, d/b/a 12 A Buoy, to encroach upon city property to maintain and utilize a restaurant deck and to allow the installation of sail shades over such deck.
- g. Notification of Director of Development's approval of a Minor Amendment to Site Plan for Phase 2 of Sunrise's expansion, reducing the dealership facility size from 45,000 sq. ft. to 11,653 sq. ft. and a 2,900 sq. ft. addition to the existing service center, accommodating the modern Volkswagen Dealership design.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve items 10a-10g on the Consent Agenda.

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

11. PUBLIC HEARINGS

- a. Legislative Hearing - Ordinance 17-025 Amending Chapter 2, Article II, Sec. 2-29 relating to Order of Business. FIRST READING

Linda Cox, City Clerk, read the ordinance, by title only, into the record as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ADMINISTRATION, ARTICLE II. – CITY COMMISSION, SECTION 2-29 (PROCEDURE-GENERALLY); RELATING TO ORDER OF BUSINESS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Cox indicated the new ordinance would move the Miscellaneous Reports & Requests to occur at the beginning of the Agenda; everything else would remain the same.

Mayor Hudson opened the Public Hearing. Seeing no one she closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve Ordinance 17-025.

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

- b. Legislative Hearing - Ordinance No. 17-026 amending Chapter 10-23 - Parking Regulations. FIRST READING

Linda Cox, City Clerk, read the ordinance, by title only, into the record as follows:

ORDINANCE NO. 17-026 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 10 – MOTOR VEHICLES AND TRAFFIC, BY AMENDING SEC. 10-23 – REGULATIONS; DELETING SEC. 10-26 – PARKING FINES FOR IMPROPER PARKING IN HANDICAPPED SPACE; DELETING SEC. 10-27 – PARKING FINES FOR IMPROPER PARKING IN FIRE LANES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Peggy Arriaz, Code Enforcement Manager, addressed issues consisting of moving Fire Lanes and Handicapped Parking into Chapter 10-23. A new provision was included to prohibit parking on city maintained right of ways and a catch-all which is the State Statute 316, thereby, automatically amending our Ordinance if the statute should change in the future; it also provides an exemption for our utility workers doing their job.

Mayor Hudson opened the Public Hearing. Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve Ordinance 17-026.

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

c. Legislative Hearing - Ordinance No. 17-027 amending Chapter 2-259 - Processing Citations. FIRST READING

Linda Cox, City Clerk, introduced the ordinance, read by title only, into the record:

ORDINANCE NO. 17-027 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XIII.5, ENTITLED "SUPPLEMENTAL MUNICIPAL CODE ENFORCEMENT PROCEDURES"; AMENDING SECTION. 2-259. - PROCESSING CITATIONS; PAYMENT OF FINES; HEARINGS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Peggy Arraiz, Code Compliance Manager, made a presentation regarding the Ordinance which will transfer unpaid citations to the County Court for their collection efforts.

Mayor Hudson opened the Public Hearing. Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Ordinance 17-027.

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

d. Legislative Hearing - Ordinance No. 17-028 amending Sec. 5-367 - Securing Vacant Structures and adding Sec. 5-369 - Clean and Safe Community Initiative. FIRST READING

Linda Cox, City Clerk, introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 17-028 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 5, ARTICLE XIII, SECTION 5-367 TO PROVIDE FOR SECURING VACANT STRUCTURES UTILIZING CLEAR POLYCARBONATE MATERIAL; ADDING CHAPTER 5, ARTICLE XIII, SECTION 5-369 CLEAN AND SAFE COMMUNITY INITIATIVE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Peggy Arraiz, Code Enforcement Manager, presented the highlights of this initiative. Ms. Arraiz suggested \$1 dollar per month be added to each utility bill, thereby, generating \$282,348 annually and placing these funds, by ordinance and resolution, in a restricted fund to be used only to abate blight and nuisance conditions. It would require an annual audit be conducted and presented to the Commission; this would include a three-year sunset provision. The benefits of moving forward were presented including, but not limited to, less criminal activity, implementing safety in the community, the Police Force and emergency personnel, and bettering the aspect of the city neighborhoods.

Mayor Hudson opened the Public Hearing.
Mike Perri spoke in opposition to including in utility bill.
Rick Reed spoke in opposition to including in utility bill.
Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Ordinance 17-028.

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

Passed

- e. Legislative Hearing - Ordinance No. 17-029 amending Chapter 15 - Signs and Billboards to correct scrivener's error. FIRST READING

Linda Cox, City Clerk, introduced the ordinance, read by title only, into the record:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 15 – SIGNS AND BILLBOARDS ADOPTED VIA ORDINANCE NO. 17-019 IN ORDER TO CORRECT SCRIVENERS ERROR IN SEC. 15-7 PERMITTED SIGNS BY CORRECTING THE TEMPORARY SIGN SIZE FOR MULTI-FAMILY RESIDENTIAL ZONES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

The Commission expressed their desire to reassess this matter and acquire more information and recommendations as to sizes of both signs and lots and how it would relate to this issue. As a result, City Manager, Nicholas Mimms, suggested to reconfigure how it is presented and instead of a Scriveners Error it would be presented as a Proposal to Amend the Ordinance and would be reevaluated in approximately 60 days.

Mayor Hudson opened the Public Hearing. Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to deny Ordinance 17-029.

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

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

- a. Annual Report on the Retirement & Benefit System

Johnna Morris, Finance Director, presented the highlights of the Annual Report for the fiscal year ending September 30, 2016, as well as, the criteria for awarding Cost of Living Adjustments (COLA) to retirees.

- b. Monthly Financial Report for the Month Ending July 31 2017.

Johnna Morris, Finance Director, presented the Financial Report for July 31 2017.

13. CITY COMMISSION

- a. Resolution 17-R29 appointing members to the Charter Review Commission.

Gloria Johnson was appointed by Commissioner Rufus Alexander.
Frank Fee, III was appointed by Commissioner Jeremiah Johnson.
Eddie Becht was appointed by Commissioner Thomas Perona.
Darrell Drummond was appointed by Commissioner Reginald Session.
Ben Bryan, Jr. was appointed by Commissioner Mayor Linda Hudson.
The alternates selected after voting were Harold Smyth and Bob Burdge.

Linda Cox, City Clerk, introduced the resolution, read by title only, into the record:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW COMMISSION; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve Resolution 17-R29.

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

Passed

- b. Submittal of applications to serve on the FPUA Board. The first term of Glynda Cavalcanti expires on September 30, 2017.

City Clerk, Linda Cox, expressed applications may be submitted until the Agenda is published and the Commission will vote at the next meeting.

- c. Discussion of the possible renaming of 13th Street from Orange Avenue north to the City limits.

Commissioner Jeremiah Johnson suggested 13th Street be renamed down to where it intersects with Sunrise Blvd., thereby, extending through City Limits of Fort Pierce, renaming across the entire city from Zephyr Avenue to the Canal right of way by means of a Resolution.

- d. ADD ON: Approval of Memorandum of Understanding with St. Lucie County for submission of the 2017 Edward Byrne Memorial Justice Assistance Grant.

City Clerk, Linda Cox presented this item for approval.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve Item 13D.

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

14. COMMENTS FROM THE PUBLIC

Pastor Tim May spoke on Hurricane Harvey Care Packages.
Ms. Linda Jones with Parents of Murdered Children spoke of the National Day of Remembrance.
Reverend Kenny Mills thanked the Mayor and the Commission for mentoring future leaders.

15. COMMENTS FROM THE CITY MANAGER

- a. City Manager's Report

Nicholas Mimms, City Manager, addressed the projections of Hurricane Irma and the preparations being made for emergency operations, and shelters provided as safe havens.

16. COMMENTS FROM THE COMMISSION

Commissioner Rufus Alexander encouraged prayers.
Commissioner Thomas Perona advised if winds exceeded 50 mph the emergency responders would cease operations.
Commissioner Reginald Sessions exhorted people to take media reports on Hurricane Irma seriously and be safe.
Commissioner Jeremiah Johnson asked the public to be cautious about post-storm activity.
Mayor Linda Hudson encouraged Fort Pierce representation of the Jessica Clinton Heart Health screenings for kids on November 4, 2017 on Milner & Midway Road.

17. ADJOURNMENT

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

MINUTES OF A SPECIAL 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 6:00 P.M. ON TUESDAY, **SEPTEMBER 12, 2017.**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

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

4. NEW BUSINESS

a. Situational Update

The following staff members provided damage updates, current status and activities resulting from Hurricane Irma: Chief of Police Diane Hobley-Burney, Mike Reals, Director of Public Works, Jack Andrews, City Engineer, Dean Kubitschek, Marina Manager, Paul Thomas, Building Official and John Tompeck, Director of Utilities, FPUA.

b. Consider extending the State of Emergency

Based upon the updates provided by staff, City Manager Nicholas Mimms recommended that the Mayor and Commission consider extending the local emergency for 7 days beyond the expiration of the existing declaration.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to extend the local emergency for 7 days beyond the expiration of the existing declaration of emergency.

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

5. ADJOURNMENT

The special meeting was adjourned at 8:02 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, SEPTEMBER 18, 2017**

1. CALL TO ORDER

- 2. OPENING PRAYER** - Dr. Craig Cramer, Senior Pastor, Westside Church, gave the opening prayer.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

- a. Approval of the minutes from the September 5, 2017 Special Budget Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve Item 5A.

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

6. PROCLAMATIONS

- a. Mr. Keith Davis, Principal of Performance-Based Preparatory Academy, presented a Certificate of Appreciation to Sheritta Johnson, Risk Manager, and the City of Fort Pierce.
- b. Mayor Hudson issued a proclamation for Suicide Prevention Awareness Month being received by New Horizons Mental Health, Primary Care and Substance Abuse and Suncoast Mental Health Center. Ms. Heather Hero Wells recited her poem, "Louder Than A Bomb".

7. LETTERS TO COMMISSION

- a. Letter from Don Bestor, President, Fort Pierce Jazz & Blues Society, thanking John Wilkes, Sharon Engle, Thomas Taylor and Michael with the Sunrise Theatre for their contribution to the success of this year's Summer Jazz Camp.
- b. Letter from Pam Bondi, Attorney General, thanking Chief Hobley-Burney for her contribution to the success of the 32nd National Conference on Preventing Crime in the Black Community on June 1-2, 2017.
- c. Letter from Anna Lai and Matt Munsell thanking Michelle Kubitschek and Joyce Kobbe for their assistance with planning their wedding at the River Walk Center.

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

Howard Tipton, County Administrator of St. Lucie County, spoke about residents recovering post-Irma. He expressed his appreciation for all the employees of the City of Fort Pierce helping during this event. Additionally, he invited the Commission to the County Commissioners Meeting of Thursday, September 21, 2017 at 3 p.m. in the Commission Chambers on Virginia Avenue in order to discuss the Port of Fort Pierce.

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the Agenda.

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

Passed

10. CONSENT AGENDA

- a. Approval of a one (1) year extension of a Site Plan for Wawa Fueling Station located at 5575 Okeechobee Road, until September 6th, 2018.
- b. Notification of Director of Development's approval of a Minor Amendment to Site Plan & Design Review for the Wawa Fueling Station approved for 5575 Okeechobee Road. The Minor Amendment accommodates access and retention adjustments required with permitting by the Florida Department of Transportation (FDOT) & South Florida Water Management District (SFWMD).
- c. Approval of a 6-month extension to Dunn's Tractor Service contract which will provide canal and recreation maintenance through March 31, 2018 in the amount of \$131,510.00.
- d. Approve the purchase and installation of hardware and software upgrades to the security system for City Hall from Securitas Electronic Security, Inc. in an amount not to exceed \$54,821.95.
- e. Approval of travel expenses in the amount of \$1,282.98 for Commissioner Perona to attend the FPPTA Annual Conference on October 8-11, 2017 in Tampa, FL.
- f. Approve small business grant award for Ms. Patricia Adams for her small business, Patricia B. Adams, in the amount of \$3,000 as an eligible recipient under the 2015-2016 CDBG Action Plan - Grant Award for Small Business.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Items 10a - 10f.

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

Passed

11. PUBLIC HEARINGS

- a. Legislative Hearing - Ordinance 17-025 Amending Chapter 2, Article II, Sec. 2-29 relating to Order of Business. SECOND READING

City Clerk, Linda Cox, introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 17-025 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ADMINISTRATION, ARTICLE II. – CITY COMMISSION, SECTION 2-29 (PROCEDURE-GENERALLY); RELATING TO ORDER OF BUSINESS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Ordinance 17-025.

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

Passed

- b. Legislative Hearing - Ordinance No. 17-026 amending Chapter 10-23 - Parking Regulations. SECOND READING

City Clerk, Linda Cox, introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 17-026 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 10 – MOTOR VEHICLES AND TRAFFIC, BY AMENDING SEC. 10-23 – REGULATIONS; DELETING SEC. 10-26 – PARKING FINES FOR IMPROPER

PARKING IN HANDICAPPED SPACE; DELETING SEC. 10-27 – PARKING FINES FOR IMPROPER PARKING IN FIRE LANES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve Ordinance 17-026.

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

- c. Legislative Hearing - Ordinance No. 17-027 amending Chapter 2-259 - Processing Citations. SECOND READING

City Clerk, Linda Cox, introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 17-027 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XIII.5, ENTITLED "SUPPLEMENTAL MUNICIPAL CODE ENFORCEMENT PROCEDURES"; AMENDING SECTION. 2-259. - PROCESSING CITATIONS; PAYMENT OF FINES; HEARINGS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Peggy Arraiz, Code Enforcement Manager, expressed the Code Enforcement Department will take action on demolishing abandoned homes on a case by case basis.

Mayor Hudson opened the Public Hearing. Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve Ordinance 17-027.

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

- d. Legislative Hearing - Ordinance No. 17-028 amending Sec. 5-367 - Securing Vacant Structures and adding Sec. 5-369 - Clean and Safe Community Initiative. SECOND READING

City Clerk, Linda Cox, introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 17-028 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 5, ARTICLE XIII, SECTION 5-367 TO PROVIDE FOR SECURING VACANT STRUCTURES UTILIZING CLEAR POLYCARBONATE MATERIAL; ADDING CHAPTER 5, ARTICLE XIII, SECTION 5-369 CLEAN AND SAFE COMMUNITY INITIATIVE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Ordinance 17-028.

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

- e. Ordinance 17-030 Levying and collecting taxes for Fiscal Year beginning October 1, 2017 and ending September 30, 2017; adopting Final Millage Rate. FIRST READING

City Clerk, Linda Cox, introduced the ordinance, read in its entirety, into the record.

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE **LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018**, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; **ADOPTING THE CITY OF FORT PIERCE 2017-18 FISCAL YEAR FINAL MILLAGE RATE**; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year 2017-18 is hereby levied at the rate of 6.9000 per thousand dollar valuation for general City purposes; said rate being in excess of the roll-back rate by 6.46%.

SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies a tax of 6.9000 per thousand dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2017, provided however that such 6.9000 shall not be levied upon property in the City of Fort Pierce exempt under state statute or federal constitution.

SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the 2017-18 fiscal year in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.

SECTION 4. This ordinance shall be and become effective October 1, 2017.

Johnna Morris, Finance Director, indicated a 6.35% increase was seen citywide in total property tax evaluation, therefore, the City will keep the same millage rate from past the two years.

Mayor Hudson opened the Public Hearing. Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve Ordinance 17-030.

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

- f. Ordinance 17-031 Adopting a Final Budget for Fiscal Year 2018, beginning October 1, 2017 and ending September 30, 2018. FIRST READING

City Clerk, Linda Cox, introduced the ordinance, read in its entirety, into the record.

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; **ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018**; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Commission of Fort Pierce, Florida after having held a public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2017 and ending September 30, 2018, the estimates made by the City Manager of said City presented to the City Commission on September 05, 2017, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.

SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said City, as may be directed from time to time by the City Commission.

SECTION 3. This ordinance shall be and become effective October 1, 2017.

Nicholas Mimms, City Manager, said this Ordinance cemented the City's anticipated \$36.8 million budget for the 2018 Fiscal Year.

Mayor Hudson opened the Public Hearing. Seeing no one, the Mayor closed the Public

Hearing.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve Ordinance 17-031.

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

Passed

- g. Legislative Hearing - Ordinance 17-032, Amending City Code Section 22-22 - Allowed Uses, specifically within the Commercial Parkway Zone (CP-1) ; to classify Wholesale Trade as a permitted use within the subject district. FIRST READING

City Clerk, Linda Cox, introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 17-032 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 22, ARTICLE III, BASIC ZONING DISTRICTS, SECTION 22-22, ALLOWED USES TO CLASSIFY WHOLESALE TRADE AS A PERMITTED USE IN THE COMMERCIAL PARKWAY, CP-1, ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Kori Benton, Senior Planner, explained the CP-1 district is established for the purpose of providing space for large lot development along with principal vehicular approaches into the city. This is a mixed use district which should provide for certain types of office, commercial, and industrial operations which are typically characterized by a business park setting. The Planning Board unanimously voted to recommend approval of the amendment based upon compliance with City Code Section 22-131-Basic amendment standards and the Comprehensive Plan.

Mayor Hudson opened the Public Hearing. Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve Ordinance 17-032.

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

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

There were no miscellaneous reports or requests presented.

13. CITY COMMISSION

- a. Resolution 17-R30 designating 502 N 19th Street as Historic Property and a Locally Significant Site.

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

RESOLUTION NO. 17- R30 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, DESIGNATING, 502 N 19th STREET AS HISTORIC PROPERTY AND A LOCALLY SIGNIFICANT SITE; PROVIDING FOR AN EFFECTIVE DATE.

Kori Benton, Senior Planner, advised The Triumph Church & Kingdom of God filed a Historic Designation Request for their existing location on 502 N. 19th Street (corner of 19th Street and Avenue D). Built in the 1950s, it is associated with the Post War II Period (1946-1960) in Fort Pierce history. The structure is in good standing and the Staff recommends approval of the Historic Designation based upon the cultural and architectural significance to our community's history.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve Resolution 17-R30.

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

Passed

- b. Resolution No. 17-R31 establishing a fee for the Clean and Safe Community Program as provided in Sec. 5-369 of the City Code of Ordinances

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

RESOLUTION NO. 17-R31 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A CLEAN AND SAFE COMMUNITY INITIATIVE FEE AS PROVIDED FOR IN CHAPTER 5, ARTICLE XIII, SECTION 5-369 "CLEAN AND SAFE COMMUNITY INITIATIVE"; REQUIRING FUNDS COLLECTED TO BE PLACED IN A RESTRICTIVE FUND; REQUIRING AN ANNUAL REPORT AND AUDIT ON THE EXPENDITURES; PROVIDING FOR A SUNSET PROVISION; AND PROVIDING FOR AN EFFECTIVE DATE.

Peggy Arraiz, Code Enforcement Manager, established the fee by resolution is \$1 net dollar per month on the utility bill within the city limits. It will be placed in a restricted fund for the abatement of commercial and residential structures in a dilapidated state, with an annual audit, along with a sunset provision in three years.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Resolution 17-R31.

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

NAY: Commissioner Reginald Sessions

Passed

- c. Resolution 17-R33 Appointing a Member to the FPUA Board.

Commissioner Rufus Alexander and Commissioner Reginald Sessions voted for Angelo Otero. Commissioner Jeremiah Johnson, Commissioner Thomas Perona and Mayor Linda Hudson voted for Glynda Cavalcanti.

Commissioner Rufus Alexander and Commissioner Reginald Sessions expressed their concern for the lack of representation from District 1 to the FPUA Board.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Resolution 17-R33.

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

NAY: Commissioner Rufus Alexander, Commissioner Reginald Sessions

Passed

14. COMMENTS FROM THE PUBLIC

Curtis Moore

Mario Wilcox

Betty Bradwell

Annette Brown

15. COMMENTS FROM THE CITY MANAGER

City Manager, Nicholas Mimms, provided a post-Irma storm update.

16. COMMENTS FROM THE COMMISSION

Commissioner Thomas Perona thanked the Public Works Department, and all the city employees involved in their efforts during hurricane Irma and exhorted all to continue to hone their swords to be even better the next time around.

Commissioner Reginald Sessions also extended his appreciation to the Public Works Department and all the employees and volunteers during the storm.

Commissioner Rufus Alexander said he felt the compassion and comradery within the community during this time and also thanked everyone for coming together.

Commissioner Jeremiah Jones thanked all the employees, including the Police Department and Public Works Department for stepping up and working arduously to help the city and the community to come together.

Mayor Hudson thanked everyone for all the work the city employees and volunteers put in and

the long hours worked during the storm.

17. ADJOURNMENT

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

6.a.

Meeting Date: 10/02/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Lights on Afterschool Proclamation

Attachments

Lights On

Form Review

Form Started By: Miriam Garcia
Final Approval Date: 08/29/2017

Started On: 08/29/2017 03:48 PM

WHEREAS, the citizens of Fort Pierce City stand firmly committed to quality afterschool programs and opportunities because they:

- Provide safe, challenging, and engaging learning experiences that help children develop social, emotional, physical and academic skills.
- Support working families by ensuring their children are safe and productive after the regular school day ends.
- Build stronger communities by involving students, parents, business leaders and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families and adults.
- Engage families, schools and community partners in advancing the welfare of our children; and

WHEREAS, 21st Century Community Learning Centers has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults; and

WHEREAS, Lights On Afterschool, the national celebration of afterschool programs held this year on October 26, 2017, promotes the importance of quality afterschool programs in the lives of children, families and communities; and

WHEREAS, more than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go after school; and

WHEREAS, many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights; and

WHEREAS, Fort Pierce, Florida is committed to investing in the health and safety of all young people by providing expanded learning opportunities that will help close the achievement gap and prepare young people to compete in the global economy.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim October 12, 2017, as:

Lights on Afterschool Day

in the City of Fort Pierce and we enthusiastically support Lights on Afterschool and commit to engaging in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 2nd day of October, 2017.

MAYOR/COMMISSIONER

City Commission Regular Meeting

6.b.

Meeting Date: 10/02/2017

Re:

SUBJECT:

Public Power Week Proclamation

Attachments

Public Power

Form Review

Form Started By: Linda Cox

Started On: 09/27/2017 10:10 AM

Final Approval Date: 09/27/2017

WHEREAS, we, the citizens of Fort Pierce, FL, place high value on local control over community services and therefore have chosen to operate a community owned, locally controlled, not-for-profit electric, gas, water, and wastewater utility and, as consumers and owners of our utility, have a direct say in utility operations and policies; and

WHEREAS, Fort Pierce Utilities Authority provides our homes, businesses, farms, social services, and local government agencies with reliable, efficient, and cost-effective electric, gas, water, and wastewater services, employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, Fort Pierce Utilities Authority is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, Fort Pierce Utilities Authority has also taken on additional stewardship for our community's information infrastructure through a broadband network providing Internet services, WHILE expanding community and economic development opportunities; and

WHEREAS, Fort Pierce Utilities Authority is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of October 2-6, 2017, as:

Public Power Week

in the City of Fort Pierce to recognize Fort Pierce Utilities Authority for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public utility ownership

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 2nd day of October, 2017.

MAYOR COMMISSIONER

City Commission Regular Meeting

6.c.

Meeting Date: 10/02/2017

Re:

SUBJECT:

Parents of Murdered Children Proclamation

SUMMARY:

Parents of Murdered Children Proclamation being received by the Treasure Coast Chapter of the Parents of Murdered Children.

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Miriam Garcia, Deputy City Clerk

Attachments

Parents of Murdered Children

Form Review

Form Started By: Miriam Garcia

Final Approval Date: 09/27/2017

Started On: 09/27/2017 12:41 PM

WHEREAS, children bring joy and hope into our lives and are the key to a brighter future; and

WHEREAS, tragically, thousands of men, women and children are victims of criminal homicide in the United States every year, each leaving behind loved ones for whom the pain of their loss will produce deep and bitter grief; and

WHEREAS, parents and other family members who have survived the murder of a child need emotional support to help them cope with the acute sorrow of losing a loved one and facilitate the reconstruction of their lives; and

WHEREAS, the St. Lucie, Martin and Indian River chapter of the National Organization of Murdered Children is dedicated to helping families faced with the death of a child by providing ongoing emotional support, individual assistance, advocacy, and information about the criminal justice system.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim September 25, 2017 as:

*“Parents of Murdered Children’s
Day of Remembrance”*

and encourage all Fort Pierce citizens to honor the memory of murder victims while working to raise awareness to the many tragic ways the violent death of a child affects a community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 2nd day of October, 2017.

MAYOR/COMMISSIONER

City Commission Regular Meeting

7.a.

Meeting Date: 10/02/2017

Re: Email from Charlene Adair

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Charlene Adair expressing appreciation to the entire staff for their efforts during Hurricane Irma.

Attachments

Email from Charlene Adair

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/22/2017 12:02 PM
City Manager	Nick Mimms	09/22/2017 12:03 PM
Form Started By: Jennifer Robinson		Started On: 09/16/2017 12:10 PM
Final Approval Date: 09/22/2017		

From: "Charlene Adair" <cbadair4884@gmail.com>
To: "Nick Mimms" <nmimms@city-ftpierce.com>
Cc: "Linda Hudson" <ludson@city-ftpierce.com>, lcox@city-ftpierce.com, shelms@city-ftpierce.com, "Mike Reals" <mreals@city-ftpierce.com>
Date: Fri, Sep 15, 2017 10:35 AM
Subject: Thank You

Nick,

Thank you and your entire staff for your "over and beyond" support of Fort Pierce citizens during hurricane Irma. The News Releases were complete and informative, answering all our questions. This was very helpful given that we had evacuated and were most concerned about our property. And, after we returned, these Releases continued to provide the updates and information that we needed. I want to recognize that City employees were out helping us instead of being home with their families. We would like to especially commend Public Works for their continued good work cleaning up before and after the storm. We are proud and thankful to live in the City of Fort Pierce!

Sincerely,
Charlene Adair

--

Charlene Adair
772-285-3757

City Commission Regular Meeting

10.a.

Meeting Date: 10/02/2017

Re: SELF Presentation

SUBJECT:

Presentation by SELF regarding existing programs and assistance available to homeowners in our community - Doug Coward, Executive Director

Attachments

Presentation

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 09/22/2017

Reviewed By

Nick Mimms

Date

09/22/2017 12:03 PM

Started On: 09/18/2017 04:57 PM

Solar and Energy Loan Fund



**Non-Profit
Community
Lending
Organization**



October 2, 2017

BACKGROUND

- ❑ St. Lucie County was 1 of 22 local governments in America to receive funds from the US Dept. of Energy in 2009 to create an innovative clean energy financing program (i.e., green CDFI)
- ❑ SELF is an independent, non-profit 501(c)(3) Florida corporation established in 2010, which is overseen by a seven (7) member Board of Directors and a staff of seven (7)
- ❑ SELF's loan program became operational in the Spring of 2011
- ❑ SELF started as a pilot program in St. Lucie County, with the intent of scaling the CDFI program and helping the County develop a Property-Assessed Clean Energy (PACE) program
- ❑ SELF has raised about \$10 million in loan capital and grants

MISSION

Rebuild and empower underserved communities by providing access to affordable and innovative financing for sustainable property improvements, including: energy efficiency; renewable energy; wind-hazard mitigation; and, water conservation projects.



PRIMARY SERVICES

1. BUILDING SCIENCE AND ENERGY EXPERTISE
2. FINANCIAL INCLUSION/ ACCESS to FAVORABLE FINANCING
3. PROJECT MANAGEMENT

LENDING PROGRAMS

1

CDFI

Community Development
Financial Institution (CDFI).
Residential Loans ([Statewide](#))

2

KIVA

Worldwide Crowdfunding
For Veterans & Women
Residential Loans ([Statewide](#))

3

PACE

Property-Assessed Clean Energy
Land Secured Assessments
Res. & Com. ([St. Lucie Only](#))

SELF has created the most robust suite of local clean energy financing programs in America for St. Lucie County residents

WHAT IS A CDFI

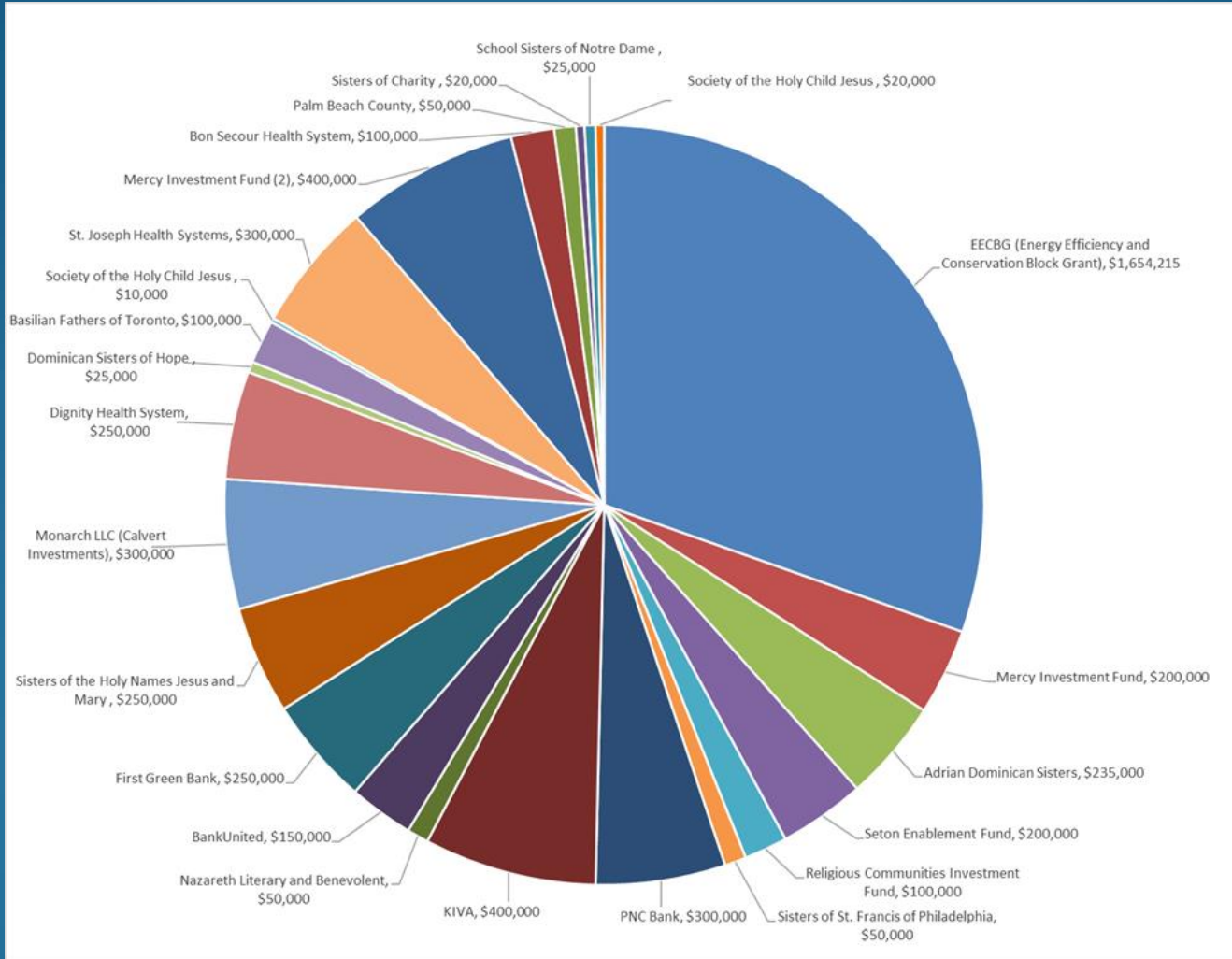


- ❑ Community Development Financial Institutions (CDFIs) are private financial institutions dedicated to delivering responsible, affordable lending to help low-income, low-wealth, and other disadvantaged people and communities join the economic mainstream
- ❑ CDFIs must direct at least 60% of their financial product activities to one or more eligible low-income target markets, targeted populations, and investment areas
- ❑ SELF has consistently exceeded minimum CDFI lending thresholds and is dedicated to servicing market niches that are often underserved by traditional financial institutions
- ❑ SELF was originally certified as a CDFI in 2012, and then re-certified in 2016 and granted statewide approval

TYPES OF IMPROVEMENTS

- 1) Energy Efficiency (e.g. weatherization, insulation, high-efficiency HVAC, LED lights)
- 2) Renewable Energy (e.g., solar water heaters, solar PV panels, solar attic fans, solar A/C systems)
- 3) Wind-Hazard Mitigation (e.g., roofs, windows, doors, hurricane shutters)
- 4) Water Conservation (e.g., cisterns, rain barrels, and high-efficiency irrigation systems)
- 5) Water Quality (e.g., septic tank conversion to central sewer)
- 6) Disability Products (wheelchair ramps, walk-in showers, etc.)

CAPITAL PROVIDERS (23)



SPECIAL PROGRAMS



Worldwide crowdfunding platform
Peer-to-peer lending
Total Raised = \$456,000

SELF is one of a dozen approved field partners in North America.

This innovative crowdfunding program promotes clean energy, green jobs, and helps to alleviate poverty.

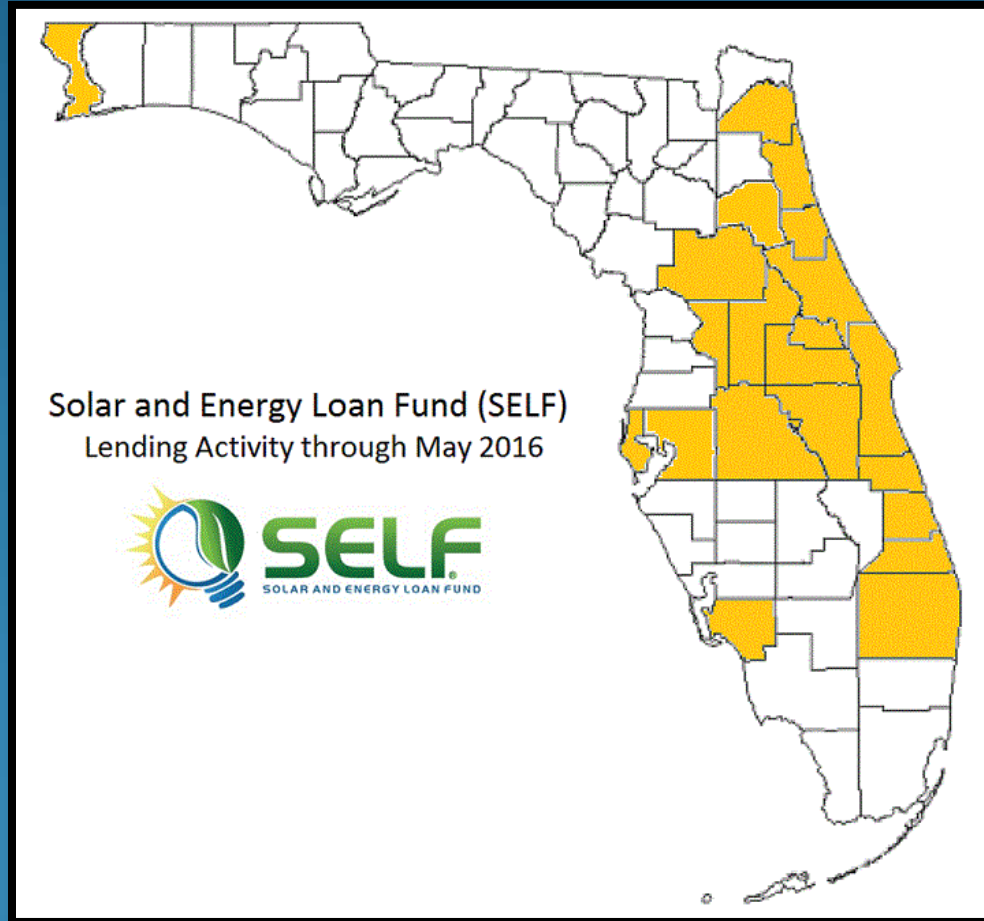
Target Groups:

- 1) Women (50)
- 2) Veterans (18)

CDFI RESULTS

- ❑ Completed over 1,000 energy assessments and closed nearly 700 loans totaling \$5.7 million
- ❑ Approximately 70% of loans have been in Low- and Moderate-Income (LMI) census tracts, 50% for seniors, 40% for women, and 20% for veterans. Default rates are approximately 1%;
- ❑ Clients have reduced average household energy consumption by 23% (i.e., carbon footprint). Several clients have achieved net-zero;
- ❑ Homeowners are making much-needed home improvements that enhance comfort, health and quality of life, increase home equity, reduce operating costs, and safeguard against storms and hurricanes;
- ❑ Creating local jobs for hardest hit sector in FL (i.e., construction industry). 200+ approved contractors. #1 contractor has completed more than \$1 million of projects financed by SELF.

LENDING FOOTPRINT



PROPERTY-ASSESSED CLEAN ENERGY

- ❑ The State of Florida created PACE enabling legislation in 2010;
- ❑ St. Lucie County was the 2nd local government in Florida to develop a local PACE program (2010)
- ❑ St. Lucie County received bond validation for the program in 2010;
- ❑ SELF assisted St. Lucie County in developing the PACE program modeled after Sonoma County, CA
- ❑ SELF also assisted St. Lucie County with 2 RFPs to competitively obtain private financing. No taxpayer funding put at risk
- ❑ St. Lucie County signed an agreement with Inland Green Capital LLC to provide the first \$1 million for the program
- ❑ St. Lucie County initially approved a Commercial PACE program only, which was more restrictive than state law (e.g., lender consent)
- ❑ St. Lucie County approved adding Residential PACE in late 2016, and SELF negotiated with Inland Green Capital to fund the PACE manager position, which began in February 2017

PACE REQUIREMENTS

☐ Eligibility:

1. All St. Lucie County Property owners, including Residential, Commercial, Industrial, Agricultural, Institutional, and Non-Profits
2. Countywide program that includes Port St. Lucie and Fort Pierce
3. Subject property must have equity
4. Taxes must have been paid on-time over the last 3 years

☐ Allowable Types of Improvements:

1. Energy Conservation and Efficiency (e.g., high efficiency A/C)
2. Renewable Energy (e.g., solar PV)
3. Wind Hazard mitigation (e.g., roofs, windows, hurricane shutters)

☐ Maximum Size of Projects:

1. 100% of Net Equity
2. 20% of Assessed Value as per St. Lucie County Property Appraiser, whichever is less (please see examples)

PACE EXAMPLES



Pre-Qualification Criteria:

1. Equity in the home
2. Paid taxes on time last 3 years

Amount of PACE financing

1. Net Equity in the home
2. Up to 20% of Assessed Value

Single Family Home

Assessed Value = \$150,000

Outstanding Mortgage = \$100,000

Net Equity = \$50,000

20% of Assessed Value = **\$30,000**

Single Family Home

Assessed Value = \$150,000

Outstanding Mortgage = \$125,000

Net Equity = **\$25,000**

20% of Assessed Value = \$30,000

AWARDS AND RECOGNITION

- ❑ National Achievement Award for local energy programs from the National Association of Counties (NACo) - 2012
- ❑ “Green Business of the Year” award from the South Florida Chapter of the U.S. Green Building Council - 2013
- ❑ Identified by the Opportunity Finance Network as “1 of 5 trailblazing CDFIs in America” – 2015
- ❑ “Exceptional Non-Profit in Innovation” award from 211/TC - 2015
- ❑ Highlighted in the White House report on “Innovative Financing for Clean Energy Technologies” – 2016
- ❑ Identified by U.S. DOE staff as a “shining legacy of the Better Buildings Neighborhood Program” and featured in their national newsletter of the Better Buildings Network– 2017
- ❑ “Non-Profit of the Year” finalist from 211/Treasure Coast - 2017

Bulk-Rate Solar Initiative

Typical cost for solar PV is about **\$3.50 per watt**

Typical size system to go “net zero” = 8.4 kW

Total cost = \$29,400

30% Federal Tax Credit = \$8,820

Net Cost = \$20,580

Bulk-Rate cost for solar PV is **\$2 per watt**

Typical size system to go “net zero” = 8.4 kW

Total cost = \$16,800

30% Federal Tax Credit = \$5,040

Net Cost = \$11,760

CONTACT INFORMATION

Doug Coward, Executive Director

Tel. #(772) 468-1818 (office)

Tel. #(772) 618-3497 (cell)

Email: DougC@solarenergyloanfund.org

www.solarenergyloanfund.org

[Facebook/solarenergyloanfund](https://www.facebook.com/solarenergyloanfund)



City Commission Regular Meeting

11.a.

Meeting Date: 10/02/2017

Re: Approval of Public Works Blanket Purchase Orders for FY 2017 - 2018

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

SUBJECT:

Approval of Blanket Purchase Orders for the Public Works Department for Fiscal Year 2017-2018 to ensure efficient maintenance, service and repair of all City owned facilities, amenities and equipment.

SUMMARY:

All Divisions of the Public Works Department will purchase parts, services and materials from the vendor with the best products & prices for city-wide repairs and maintenance. These vendors were chosen for their ability to deliver the needed materials and services in the most timely and cost efficient manner. Please see attached list for amounts and descriptions of the requested vendors.

RECOMMENDATION:

Approval of the requested Blanket Purchase Orders for the 2017-2018 Fiscal Year.

ALTERNATIVES:

The alternative would be to issue purchase orders and/or paperless requisitions for every purchase, which would be very time consuming and lead to inefficiencies.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Public Works Department and Purchasing Division

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2018
Account: Various
Amount: 2,700,000

FISCAL IMPACT:

The requested Blanket Purchase Orders will be shared between all divisions of the Public Works Department.

Attachments

BPOs for Commission Approval

Form Review

Inbox

Finance Department

City Manager

Form Started By: Tanya White

Final Approval Date: 09/27/2017

Reviewed By

Johnna Morris

Nick Mimms

Date

09/27/2017 10:14 AM

09/27/2017 12:30 PM

Started On: 08/23/2017 03:34 PM

VENDOR NAME**AMOUNT****FLEET MAINTENANCE/SOLID WASTE - 4003/4200**

ADVANCED AUTO PARTS	\$27,000.00
• Miscellaneous Auto Parts	
ART ATTACK	\$21,000.00
• All Police Decals	
AUTOZONE	\$22,000.00
• Miscellaneous Auto Parts.	
BENNETT AUTO SUPPLY	\$25,000.00
• Miscellaneous Auto Parts.	
BUMPERS TO BUMPERS	\$20,000.00
• Auto body repair and painting.	
COASTAL AUTOMOTIVE	\$25,000.00
• Lift & Tire Machine Repair.	
COLD AIR DISTRIBUTORS	\$11,000.00
• Miscellaneous Auto Parts.	
CONTAINER SYSTEMS	\$20,000.00
• Tymco sweeper parts.	
DANA SAFETY	\$10,000.00
• Police Vehicle Equipment.	
DAVID'S MACHINE SHOP	\$15,000.00
• Quality hydraulic cylinder rebuilding, welding and fabricating.	
DELTA PETROLEUM	\$25,000.00
• Fuel & Gas Pump Repairs/parts.	
DERBY PRODUCTS	\$11,000.00
• B.G. Lubricants.	
DYER CHEVROLET	\$20,000.00
• Miscellaneous Auto Parts.	
ELPEX, INC.	\$57,000.00
• Good Year tire dealer, State contract pricing. Full Service Tires.	

VENDOR NAME	AMOUNT
EMCI WIRELESS	\$10,000.00
<ul style="list-style-type: none"> • Motorola Police Radio Repairs. 	
ENVIRONMENTAL PRODUCTS OF FLORIDA	\$18,000.00
<ul style="list-style-type: none"> • Exclusive Elgin sweeper parts. 	
FORT PIERCE ALTERNATOR	\$10,000.00
<ul style="list-style-type: none"> • Alternator and Starter repairs. 	
GOODYEAR AUTO SERVICE	\$20,000.00
<ul style="list-style-type: none"> • Tires/wheel alignments. 	
HIGH PERFORMANCE MOWCHINES	\$20,000.00
<ul style="list-style-type: none"> • Local vendor for Dixie chopper mower parts. 	
KAUFF'S TOWING	\$10,000.00
<ul style="list-style-type: none"> • Towing. 	
L & L DISTRIBUTORS	\$30,000.00
<ul style="list-style-type: none"> • Miscellaneous Police Equipment. 	
LOU BACHRODT FREIGHTLINER	\$20,000.00
<ul style="list-style-type: none"> • Freightliner parts 	
NU-START	\$18,000.00
<ul style="list-style-type: none"> • Golf cart batteries/repairs. 	
OLD DOMINION BRUSH	\$18,000.00
<ul style="list-style-type: none"> • Replacement broom supplier for Elgin sweepers. 	
O'REILLY AUTO PARTS	\$12,000.00
<ul style="list-style-type: none"> • Miscellaneous auto parts. 	
PERFORMANCE NAPA	\$17,000.00
<ul style="list-style-type: none"> • Miscellaneous auto parts used to repair and maintain the city's fleet. 	
RUSH TRUCK CENTERS	\$20,000.00
<ul style="list-style-type: none"> • Ford truck parts. 	
SSI PETROLEUM	\$24,000.00
<ul style="list-style-type: none"> • OEM approved lubricants, oil – hydraulic and transmission. 	
SAFETY PRODUCTS	\$10,000.00
<ul style="list-style-type: none"> • Safety supplies. 	

VENDOR NAME	AMOUNT
SOUTHERN SEWER	\$15,000.00
<ul style="list-style-type: none"> • VacCon replacement/repair parts 	
ST. LUCIE BATTERY AND TIRE	\$55,000.00
<ul style="list-style-type: none"> • Tire dealer offering State Contract competitive prices. Full tire services. 	
SUNRISE FORD	\$30,000.00
<ul style="list-style-type: none"> • Miscellaneous auto parts. 	
THOMPSON TRACTOR	\$10,000.00
<ul style="list-style-type: none"> • Local vendor for tractor parts and service. 	
TRANSTAR INDUSTRIES	\$20,000.00
<ul style="list-style-type: none"> • Supplier of transmission repair parts. 	
TRIPLE T	\$10,000.00
<ul style="list-style-type: none"> • Vehicle upholstery repair. 	
TURNER INDUSTRIAL SUPPLY	\$15,000.00
<ul style="list-style-type: none"> • Exclusive Elgin sweeper parts. 	
VELDE FORD	\$20,000.00
<ul style="list-style-type: none"> • Exclusive Elgin sweeper parts. 	
WALLACE LINCOLN	\$42,000.00
<ul style="list-style-type: none"> • Supplier of miscellaneous original manufacturer auto parts. 	
WURTH	\$10,000.00
<ul style="list-style-type: none"> • Supplier of wheel weights/provides stocking and organizational services. 	
WHELEN ENGINEERING	\$10,000.00
<ul style="list-style-type: none"> • Repair Police equipment. 	
<u>FACILITIES MAINTENANCE – 4004</u>	
ECONOMY CHEMICAL	\$20,000.00
<ul style="list-style-type: none"> • Miscellaneous janitorial supplies city-wide. 	
EXCELSIOR DEFENSE, INC.	\$45,000.00
<ul style="list-style-type: none"> • City Hall Security. 	
KONE	\$25,740.00
<ul style="list-style-type: none"> • Maintenance & repair of elevators City Wide 	

VENDOR NAME	AMOUNT
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PARKS & GROUNDS – 4005

GREENLAND NURSERY	\$12,000.00
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- Miscellaneous plants and flowers city-wide.

HELENA CHEMICAL	\$11,000.00
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- Supplier of roundup for general maintenance of the parks and division for control of weeds.

NATURE'S KEEPER	\$45,000.00
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- Landscape products and services city-wide.

STREETS & DRAINAGE- 4006

CEMEX	\$20,000.00
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- Secondary supplier of Redi-Mix concrete and other cement related supplies

CENTRAL CONCRETE SUPERMIX	\$20,000.00
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- Local redi mix concrete vendor with same rates as Cemex.

FERGUSON ENTERPRISES	\$10,000.00
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- Miscellaneous storm drain materials/tools.

LIGHTWORKS	\$100,000.00
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- Decorative street light pole replacements/repairs/parts.

SAFETY PRODUCTS	\$10,000.00
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- Miscellaneous traffic supplies.

STEWART MATERIALS	\$10,000.00
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- Only DOT certified road base vendor

TRAFFIC SUPPLIES & DISTRIBUTION, LLC	\$10,000.00
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- Miscellaneous traffic supplies.

UNIVERSAL SIGNS	\$15,000.00
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- Suppliers of Street Name signs, Directional signs and decals

SOLID WASTE/FLEET - 4200/4003

4IMPRINT	\$30,000.00
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- Solid Waste promotional items.

A-1 BALERS & COMPACT	\$75,000.00
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- Repair of Hydraulic Cylinders

VENDOR NAME	AMOUNT
A-1 METAL SUPPLY CORP.	\$20,000.00
<ul style="list-style-type: none"> • Exclusive Elgin sweeper parts. 	
CPM WELDING	\$75,000.00
<ul style="list-style-type: none"> • Welding repair 	
CINTAS UNIFORM	\$25,000.00
<ul style="list-style-type: none"> • Mechanic Uniforms and shop towel service. 	
CENTRAL POLY BAG CORP.	\$35,000.00
<ul style="list-style-type: none"> • Supplier of Central Poly Bags – Parks 	
CLIFF BERRY INC.	\$30,000.00
<ul style="list-style-type: none"> • Emergency hazardous material cleanup. 	
ECONOMY CHEMICALS	\$10,000.00
<ul style="list-style-type: none"> • Cleaning supplies – Truck wash 	
ELPEX TIRE INC.	\$130,000.00
<ul style="list-style-type: none"> • Goodyear Tire dealer offering State Contract prices. Full service tire company — new, recap, repair. 	
FLORIDA DETROIT DIESEL	\$40,000.00
<ul style="list-style-type: none"> • Truck repair parts 	
FLORIDA POWERTRAIN & HYDRAULICS	\$10,000.00
<ul style="list-style-type: none"> • Hydraulic Supplies 	
FLORIDA REFUSE PARTS	\$30,000.00
<ul style="list-style-type: none"> • Miscellaneous refuse truck parts. 	
GENERAL GMC TRUCK SALES	\$10,000.00
<ul style="list-style-type: none"> • Truck repair parts 	
GT SUPPLIES	\$50,000.00
<ul style="list-style-type: none"> • Refurbishes dumpster containers 	
IHEART MEDIA	\$10,000.00
<ul style="list-style-type: none"> • WWOL, WCZR - Advertisement's 	
IMPACT PLASTICS	\$50,000.00
<ul style="list-style-type: none"> • Dumpster replacement parts 	
IRON CONTAINER	\$100,000.00
<ul style="list-style-type: none"> • 2, 4, 6, 8 cubic yard dumpsters 	

VENDOR NAME	AMOUNT
IRONSIDE PRESS	\$15,000.00
<ul style="list-style-type: none"> • Advertisement – Stickers and miscellaneous printing 	
McNEILUS TRUCK & MANUFACTURING	\$35,000.00
<ul style="list-style-type: none"> • Aftermarket supplier of refuse truck parts at discount prices. 	
MSC INDUSTRIAL SUPPLY	\$50,000.00
<ul style="list-style-type: none"> • Supplies parts for repair of 96gallon containers 	
NEXAIR	\$10,000.00
<ul style="list-style-type: none"> • Welding equipment and supplies. 	
NEXTRAN TRUCK CENTER – (ORLANDO \$100,000.)(SOUTH \$30,000.)	\$130,000.00
<ul style="list-style-type: none"> • Closest dealer – Mack truck OEM repair parts, service, warranty. 	
PAINT HOUSE	\$20,000.00
<ul style="list-style-type: none"> • Supplies for wash rack and paint for dumpsters. 	
PALM TRUCK CENTERS	\$15,000.00
<ul style="list-style-type: none"> • Repair Peterbuilt trash trucks 	
PETERSEN INDUSTRIES	\$25,000.00
<ul style="list-style-type: none"> • OEM repair parts for Grapple Truck parts. 	
PORT ST. LUCIE BROADCASTERS	\$10,000.00
<ul style="list-style-type: none"> • WJNX 1330 RADIO - Advertisement's 	
RGF ENVIRONMENTAL	\$10,000.00
<ul style="list-style-type: none"> • Service/maintains wash rack water oil separators 	
SAFETY KLEEN SYSTEMS	\$20,000.00
<ul style="list-style-type: none"> • Supplier picks up spent oil to dispose of properly 	
SSI PETROLEUM	\$100,000.00
<ul style="list-style-type: none"> • OEM approved lubricants, Oil – Hydraulic & Transmission. 	
ST. LUCIE BATTERY & TIRE	\$15,000.00
<ul style="list-style-type: none"> • Tire dealer offering State Contract competitive prices. Full service tire company; new, recap, repair. 	
SUNBELT HYDRAULICS	\$50,000.00
<ul style="list-style-type: none"> • OEM replacement parts. Refuse truck manufacturer, patented parts for fleet, Tech support, warranty & parts. 	

VENDOR NAME	AMOUNT
TC PALM	\$10,000.00
<ul style="list-style-type: none"> • Advertising for Recycling program 	
TOTAL TRUCK PARTS	\$35,000.00
<ul style="list-style-type: none"> • Truck repair parts 	
TOTER	\$200,000.00
<ul style="list-style-type: none"> • Manufacturer of 96 gallon refuse containers, replacement parts 	
TURNER INDUSTRIAL SUPPLY	\$10,000.00
<ul style="list-style-type: none"> • Miscellaneous hardware, parts and supplies. 	
TURNER MACHINE & SUPPLY	\$15,000.00
<ul style="list-style-type: none"> • Machine works. 	
WFLM MIDWAY BROADCASTING	\$10,000.00
<ul style="list-style-type: none"> • Advertisement's 	
<u>RIVER WALK CENTER - 4504</u>	
MORIVALOUS CLEANING	\$15,000.00
<ul style="list-style-type: none"> • City-owned building janitorial services. 	

City Commission Regular Meeting

11.b.

Meeting Date: 10/02/2017

Re: Police Department Blanket Purchase Orders for FY 2017-2018

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

SUBJECT:

Approval of annual/blanket purchase orders for the Police Department for FY2018 in an amount not to exceed \$487,893.00.

SUMMARY:

All of the Police Department Bureaus will purchase equipment, services and materials from the vendors with the best price and products to meet the Police Department's specific needs. Please see the attached list for amounts and descriptions of the requested vendors.

RECOMMENDATION:

Staff recommends approval of the request.

ALTERNATIVES:

The alternative would be to issue individual purchase orders for every purchase, which would be very time consuming and will lead to inefficiencies.

RESPONSIBLE STAFF:

Deputy Chief Amandro
Major Courtoy
Sergeant Schramm
Stephanie Smith, Fiscal Manager

COORDINATED WITH:

Deputy Chief Amandro
Major Courtoy
Sergeant Schramm
Stephanie Smith, Fiscal Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2018
Account: 001.3000.521.0000
Amount: 487,893.00
FISCAL IMPACT:

There are various account codes. All items are budgeted in the Police Department's FY2018 budget. See the attached list of vendors and account codes.

Attachments

FY2018 Anual Blanket PO

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/27/2017 10:14 AM
City Manager	Nick Mimms	09/27/2017 12:31 PM
Form Started By: Stephanie Smith		Started On: 09/19/2017 02:44 PM
Final Approval Date: 09/27/2017		

**FY2018 Police Department Budget
Commission Agenda Request**

Police – 001.3000.521.

3130 – Police Law Institute – North Liberty, IA	\$17,790
• Legal Training/ Monthly Legal Updates - Single Source	
3510 – Indian River Crime Laboratory - Fort Pierce, FL	\$155,311
• Crime Laboratory Support – Bid # 4946 - Single Source	
4110 – Verizon Wireless – Dallas, TX	\$119,000
• Cellular Services –FL State Contract/SUNCOM DMS1011-008C	
4651 – Bartow Ford – Bartow, FL	\$20,000
• Fleet equipment – Charlotte County Contract, Bid #2015000418	
4660 – Securitas Electronic Security Inc/Diebold-ESS– Uniontown, Ohio	\$13,000
• Building Lock Security – Single Source	
4675 – Board of County Commissioners – Fort Pierce, FL	\$53,600
• Multi Agency CAD System – Bid #2013-01	
5150 – Staples Advantage – Tampa, FL	\$30,000
• Office Supplies – FL State Contract Office & Educational Consumables 618-000-11-1	
5250 – Day Dreams Uniforms – Port St. Lucie, FL	\$20,000
• Police Uniforms – Single Source	
5250 – SRT Supply – St. Petersburg, FL	\$15,000
• 5.11 Tactical Uniforms – Group 5 - FL State Contract- Defense Products 46000000-15-1	
5251 – Florida Bullet, Inc. – Clearwater, FL	\$34,192
• Ammunition – Sole Source	
5251 – GT Distributors, Inc. – Austin, TX	\$10,000
• Safariland Leather gear – Group 4 - FL State Contract- Defense Products 46000000-15-1	

City Commission Regular Meeting

11.c.

Meeting Date: 10/02/2017

Re:

SUBJECT:

Approval of Lease between the City of Fort Pierce and McAlpin Cavalcanti & Lewis, CPA for office space in the City Hall Annex Building for a term of one (1) year.

SUMMARY:

Renewal of existing lease.

RECOMMENDATION:

Approval lease agreement.

ALTERNATIVES:

Approve with modified conditions or don't approve.

RESPONSIBLE STAFF:

Mike Reals, Public Works Director

COORDINATED WITH:

James Messer, City Attorney

Fiscal Impact

Amount: 27412.20

OTHER INFORMATION:

Monthly rent of \$2,284.35.

Attachments

Lease Agreement

Form Review

Form Started By: Linda Cox
Final Approval Date: 09/27/2017

Started On: 09/27/2017 03:25 PM



TO : Nicholas C. Mimms, P.E., City Manager
FROM : James M. Messer, *City Attorney*
RE : City Hall Annex Lease – McAlpin Cavalcanti & Lewis, CPA's
DATE : August 22, 2017

The attached final copy of the subject lease is approved as to legal form and correctness.

Two hard copies are being routed to the Director of Public Works for Tenant's signature.

This matter was assigned to Assistant City Attorney Caroline Valentin. Should you have any comments or inquiries regarding the matter, please feel free to contact her.

Attachment

cc: Linda Cox, City Clerk
Mike Reals, Director of Public Works

BUSINESS LEASE AGREEMENT

THIS LEASE AGREEMENT ("BUSINESS LEASE") entered into this _____ day of _____, 2017, by and between CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation, hereinafter "LANDLORD", and MCALPIN CAVALCANTI & LEWIS, CPA'S, a general partnership, with its principal address being 315 Avenue A, Fort Pierce, Florida 34950, hereinafter "TENANT".

W I T N E S S E T H:

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties does demise and lease to TENANT and TENANT rents from LANDLORD that certain office space known as the first floor of the City Hall Annex Building, less the common area as defined per the Blueprints for the Historic Renovation of City Hall, Fort Pierce, Florida prepared by William P. Platts, Architect and Robert Terry, Jr., Architect which are incorporated by reference as if fully set forth herein, located at 315 Avenue A, Fort Pierce, Florida 34950, for purposes of operating a business office for accounting services, subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

1. **TERM.** The term of this Lease shall be for a term of one (1) year commencing October 1, 2017, to and including September 30, 2018.

2. **LEASED PREMISES.** The leased premises consists of office space, which is incorporated herein by reference, known as the first floor of the City Hall Annex Building, less the common area as defined per the Blueprints for the Historic Renovation of City Hall, Fort Pierce, Florida prepared by William P. Platts, Architect and Robert Terry, Jr., Architect, located at 315 Avenue A, Fort Pierce, Florida 34950. TENANT shall take possession of the leased premises subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the leased premises.

3. **RENT.** TENANT in consideration of this Lease, shall pay LANDLORD, in advance and without demand at the offices of the Director of Finance, City Hall, 100 North U.S. Highway One, Fort Pierce, Florida 34950, or such other place as LANDLORD may from time to time designate in writing, rent in the sum of **\$27,412.20 per annum**, in equal monthly installments of **\$2,284.35 per month**, in advance, on the first day of every calendar month during

the first twelve (12) months of this Lease.

4. **LATE CHARGES.** In the event any rent payments due hereunder shall not be paid within ten (10) days from the due date, TENANT shall pay LANDLORD a late charge of six percent (6%) of such late payment.

5. **PERSONAL PROPERTY TAXES.** TENANT shall pay prior to delinquency all taxes assessed and levied upon the trade fixtures, furnishings, equipment, inventory and all other personal property of TENANT contained in the leased premises or elsewhere.

6. **COMMON AREA.** The term "Common Area" shall mean that part of the entire City Hall Annex Building property of LANDLORD located at 315 Avenue A, Fort Pierce, Florida 34950 designated by LANDLORD from time to time for the common use of all occupants of the City Hall Annex Building, including, among other facilities, parking area, walkways, landscaping, and loading areas, all of which shall be subject to LANDLORD's sole management and control. TENANT and its employees, customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to use the Common Area as constituted from time to time, such use to be in common with LANDLORD, other tenants and occupants of the property, and all other persons permitted by LANDLORD to use the same and subject to such reasonable rules and regulations governing the use thereof as LANDLORD may from time to time prescribe, including the designation of specific areas within the property or in reasonable proximity thereto in which automobiles and vehicles owned or operated by TENANT, its employees, business invitees, and licensees shall travel or be parked. LANDLORD shall operate, maintain and repair the Common Area in such a manner as LANDLORD shall in its sole discretion determine.

7. **INSURANCE.** TENANT agrees to carry liability insurance coverage on the leased premises, listing the LANDLORD on said policy, in the amounts and as provided as follows:

8. **GENERAL LIABILITY INSURANCE.** Such insurance shall be no more restrictive than that provided by Coverage A (Bodily Injury and Property Damage) and Coverage B (Personal and Advertising Injury) of the latest edition of the standard occurrence Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. TENANT shall require that its insurer name the LANDLORD, City of Fort Pierce, as an Additional Insured, on a form no more restrictive

than ISO Form CG 20 11, Additional Insured B Managers or Lessors of Premises on the TENANT's Commercial General Liability policy, and (and, where required limits are also provided by an umbrella or excess policy, such umbrella or excess policy shall also include the LESSOR as an additional insured). The policy must be endorsed to provide LESSOR with 30 days' notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

Prior to occupying the Leased Premises, TENANT shall furnish satisfactory evidence of insurance to the City Clerk of the City of Fort Pierce. An appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. Until such insurance is no longer required by this Lease Agreement, TENANT shall provide LANDLORD with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurances required by this Lease Agreement.

Except as otherwise specifically authorized in this Lease Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by TENANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, LANDLORD may permit the application of a deductible. TENANT shall pay on behalf of LANDLORD or LANDLORD's officer or employee any deductible applicable to a claim against LANDLORD or LANDLORD's officer or employee.

The insurance provided by TENANT shall apply on a primary basis. Any insurance or self insurance maintained by LANDLORD shall be in excess of, and shall not contribute with, the insurance provided by TENANT. TENANT shall furnish proof of insurance on a yearly basis to the City Clerk of the City of Fort Pierce. Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurances required by this LEASE Agreement.

Compliance with these insurance requirements shall not limit the liability of TENANT, its sub-tenants, employees or agents. Any remedy provided to the LANDLORD or LANDLORD's members, officials, officers or employees by the insurance provided by TENANT or LANDLORD shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of TENANT) available to LANDLORD under this LEASE or otherwise.

Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from the responsibility to provide insurance as required by this LEASE.

Except as provided for herein, to the extent any loss, liability, damage or cost is covered by applicable insurance, LESSOR and TENANT waive all rights against each other, provided such waiver does not compromise coverage under such insurance coverage.

9. INDEMNIFICATION REQUIRED. TENANT hereby agrees to defend, indemnify and hold harmless the LANDLORD and its officers and employees, from liability, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs, both at the trial and appellate levels, by reason of damage to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of TENANT and persons employed by TENANT in the performance of this Lease Agreement, or TENANT's use of the Leased premises, or in any way arising on account of, or be claimed to have arisen from, any injury or damage caused to any person or property on or in the leased premises as a result of the TENANT's negligence, recklessness, or intentional wrongful misconduct.

LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of the TENANT, TENANT's employees, agent, guest, invitees, or otherwise, by reason of TENANT's occupancy of the leased premises.

10. USE OF PREMISES. TENANT will use and occupy the premises as a business office for accounting services. TENANT specifically agrees not to conduct its business in a manner to disturb the quiet enjoyment of other tenants and occupants of the property and agrees to conduct its business in compliance with all applicable laws. TENANT further agrees to keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other obligations imposed by applicable provisions of building, housing, health and environmental codes of any State or Federal law, regulation, or agency; to make no alterations or additions to the leased premises without the prior written

consent of LANDLORD; to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances; not to destroy, deface, damage, impair or remove any part of the leased premises, or property therein belonging to LANDLORD; to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not unreasonably disturb other tenants or occupants or constitute a breach of the peace; and to surrender the leased premises at the termination of this LEASE in as good state and condition as reasonable use and wear will have permitted.

11. MAINTENANCE AND REPAIR. LANDLORD shall keep the foundation, the exterior portions of all walls, doors, windows, and glass, the plumbing and sewage facilities, heating, air conditioning, interior electrical equipment, and roof of the leased premises in good repair, except that LANDLORD shall not be required to make any repairs occasioned by the act of negligence of TENANT, its agents, employees, business invitees and concessionaires, which repairs shall be made by TENANT, subject to LANDLORD's supervision. In the event that the leased premises should become in need of repairs required to be made by LANDLORD hereunder, TENANT shall give immediate written notice thereof to LANDLORD, and LANDLORD shall not be responsible in any way for the failure to make any repairs until a reasonable time shall have elapsed after delivery of such written notice. Other than as herein provided, LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the leased premises. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement if necessary) the interior portions of all doors, windows, glass, fixtures, interior walls, floors and ceilings. If any repairs required to be made by TENANT hereunder are not made within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period as LANDLORD should require in the event of an emergency, with or without notice), LANDLORD may, at its option, make such repairs without liability to TENANT for any loss or damage which may result to its stock or business by reason of such repairs, and TENANT shall pay to LANDLORD immediately upon demand as additional rent hereunder, the costs of such repairs plus ten percent (10%) of the

amount thereof (for LANDLORD's service and overhead costs).

12. ALTERATIONS. TENANT shall not make any alterations, additions or improvements to the leased premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the leased premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the leased premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the leased premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the leased premises to the original condition at TENANT's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the leased premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT.

13. UTILITIES. LANDLORD will at its option provide trash removal as part of the rent for the undivided portion of the City Hall Annex Building, at no cost to TENANT.

14. DAMAGE AND OBLIGATION TO RESTORE. TENANT shall give immediate written notice to LANDLORD of any damage caused to the leased premises by fire or other casualty. If the leased premises should be: **(1)** damaged by any uninsured casualty or; **(2)** be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD may elect either to terminate the Lease or to proceed to rebuild and repair the leased premises. Should LANDLORD elect to terminate the Lease due to such damage or destruction, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty. Except as otherwise provided herein, in the event the leased premises should be damaged by fire or other casualty insurable under standard fire and extended insurance coverage, LANDLORD shall proceed with reasonable diligence to rebuild and repair the leased premises. LANDLORD's obligation to rebuild and repair shall be limited to restoring the leased premises to substantially return to the condition in which same existed prior to the casualty, shall be limited to the extent of the insurance proceeds available to LANDLORD for such restoration and, further, shall exclude any obligation with regard to the personal property and trade fixtures of TENANT. In the event LANDLORD should elect to restore the leased premises and TENANT should be deprived of the occupancy and use of a portion of the leased premises, rent shall be equitably apportioned according to the area of the leased premises which is unusable

by TENANT, until such time as LANDLORD shall have completed its restoration as provided herein. In the event of total destruction, TENANT's rent shall completely abate from the date of such destruction. In the event any portion of the business property should be damaged to such an extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the City Hall Annex Building, LANDLORD may cancel this Lease by giving written notice to TENANT, and the Lease shall terminate and become null and void.

15. **LIABILITY.** LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's occupancy of the leased premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts or omissions. This paragraph shall apply also to damage caused as previously stated or by frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes of plumbing fixtures and shall apply equally whether any such damage results from the acts or omissions of other tenants, occupants or of any other person, whether such damage be caused by or result from any other thing or circumstances above mentioned, or any other thing or circumstances, whether of a like or wholly different nature.

16. **EMINENT DOMAIN.** If the leased premises or any part thereof should be permanently taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation aware therefore, both leasehold and reversion, shall be the property of LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns to LANDLORD all its right, title and interest to any such award. TENANT shall execute all documents required to evidence such result. TENANT shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for fixtures and other equipment installed by it, but only if or to the extent such award shall be in addition to the award for the land and the building and other improvements (or portions thereof) containing the leased premises.

If the entire leased premises should be taken, condemned, or transferred as aforesaid, the Lease shall terminate as of the time possession thereof is required for public sale. If a portion of the leased premises should be taken, condemned or transferred as aforesaid, LANDLORD may

elect to terminate the Lease or, at its own expense, to repair and restore the portion not affected by the said taking, in which latter event the minimum rent shall be reduced in proportion to the area taken, effective at the time possession is required for public use.

In the event any portion of the Common Area should be taken to such extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the business, LANDLORD may cancel the Lease by giving written notice to TENANT, and the Lease shall terminate and become null and void ninety (90) days after said notice.

17. ASSIGNMENT AND SUBLETTING. The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law assign, sell, mortgage, pledge, or in any manner transfer the Lease or any estate or interest therein or sublet the leased premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the leased premises without the prior written consent of LANDLORD.

In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building containing the leased premises, LANDLORD shall thereby be released from any further obligations and TENANT agrees to look solely to such successor in interest for performance of such obligations.

18. DEFAULT AND REMEDIES. The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

- (a) The vacating or abandonment of the leased premises by TENANT.
- (b) The failure by TENANT to make payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LANDLORD to TENANT.
- (c) The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT, other than described in Paragraphs (a) and (b) above, where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed to be in default if TENANT commences such cure within said ten day period and thereafter diligently pursues such cure to completion.
- (d) If TENANT should commence, in any court pursuant to any statute either

of the United States or of any state, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against TENANT and either an order of relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if TENANT becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of TENANT's property whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

(e) The discovery by LANDLORD that any financial statement given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of TENANT, any successor in interest of TENANT, and any of them, is materially false.

In the event of any default or breach by TENANT, LANDLORD may at any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

(b) Terminate TENANT's right to possession of the leased premises by any lawful means and retake possession thereof for the account of LANDLORD, in which event TENANT shall immediately surrender possession of the leased premises to LANDLORD and all further liability under the Lease on the part of the TENANT and LANDLORD shall terminate.

(c) Maintain TENANT's right to possession, in which event the Lease shall continue in effect whether or not LANDLORD shall have abandoned the leased premises. In such event, LANDLORD shall be entitled to relet the leased premises and to enforce all of LANDLORD's rights and remedies under the Lease, including the right to recover its rent as it becomes due.

(d) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida.

If the LANDLORD should exercise any of its remedies hereunder, TENANT shall be liable for and shall pay to LANDLORD the costs of removing and storing TENANT's

property; the costs of repairing, altering, remodeling or otherwise putting the leased premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by LANDLORD, including attorney's fees.

19. TERMINATION. Either party may terminate this Lease Agreement without cause upon ninety (90) days written notice.

In an event of any default or breach by tenant, LANDLORD may any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach; terminate the TENANT's right to possession of the lease premises by any lawful means and take possession thereof in which event, TENANT shall immediately surrender possession of the leased premises to LANDLORD and all further liability under the lease on the part of the tenant and landlord shall terminate or LANDLORD may pursue any other remedy now and hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida. Upon termination and expiration of the lease term LANDLORD shall have the immediate right thereafter to reenter the lease premises and remove all persons and property there from.

The rights and remedies granted herein to LANDLORD are distinct, separate remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the leased premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of TENANT. In such event, LANDLORD shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

The rights and remedies granted herein to LANDLORD are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others. All charges payable by TENANT under the terms of the Lease shall be deemed rent for the purpose of LANDLORD exercising its remedies.

No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance of any other occasion of the same or of

any other covenant or condition hereof, nor shall the acceptance of rent by LANDLORD at any time when TENANT is in default under any covenant or condition hereof be construed as a waiver of such default or of LANDLORD's right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LANDLORD to TENANT be taken as an estoppel against LANDLORD, it being expressly understood that if any time TENANT should be in default in any of its covenants or conditions hereunder, an acceptance by LANDLORD of rent during the continuance of such default or the failure on the part of LANDLORD promptly to avail itself of such other rights or remedies as LANDLORD may have shall not be construed as a waiver of such default, but LANDLORD may at any time thereafter, if such default continues, terminate the Lease on account of such default.

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by the terms of any mortgage covering the leased premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to six percent (6%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment of TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT's default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder.

20. LANDLORD SECURITY. To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by TENANT, TENANT hereby grants to LANDLORD an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the leased premises, and also upon all proceeds of any insurance which may accrue to TENANT by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of LANDLORD until all arrearage in rent and other sums of money then due to LANDLORD hereunder shall first have been paid. This lien and security interest is

given in addition to the LANDLORD's statutory lien and shall be cumulative thereto. Consequently with the execution of the Lease (or later if requested by LANDLORD at its discretion), TENANT shall execute and deliver to LANDLORD Uniform Commercial Code financing statements in sufficient form so that when properly filed, the security interest hereby given shall be perfected. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the Lease term shall have been paid in full.

21. TENANT ESTOPPEL CERTIFICATE. TENANT shall at any time upon not less than ten (10) days prior written notice from LANDLORD execute, acknowledge and deliver to LANDLORD a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD, or specifying such defaults if any are claimed; and (3) otherwise be in a form reasonably acceptable to LANDLORD. Any such statements may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the leased premises.

If LANDLORD desires to finance, refinance, or sell the leased premises, or any part thereof, TENANT hereby agrees to deliver to any lender or purchaser designed by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LANDLORD and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

23. NOTICES. All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attn: City Manager, P. O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney, P. O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: McAlpin, Cavalcanti & Lewis, CPA's, Attn..Glynda Cavalcanti, 315 Avenue A, Fort Pierce, FL 34950, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage

prepaid, whether evidence of delivery received is obtained or not obtained.

24. LESSOR'S RIGHTS. LANDLORD and LANDLORD's agents shall have the right to enter the leased premises at reasonable times for the purpose of inspecting same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the leased premises or to the building of which they are a part as LANDLORD may deem necessary and desirable.

25. GENERAL PROVISIONS. The following general provisions shall be an integral part of this Lease:

(a) TENANT shall not record the lease without LANDLORD's prior written consent, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

(b) Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

(c) The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

(d) Time is of the essence.

(e) The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

(f) Whenever a period of time is prescribed for action to be taken by LANDLORD, LANDLORD shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LANDLORD.

(g) Upon TENANT paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on TENANT's part to be observed and performed hereunder, TENANT shall have quiet possession of the leased premises, for the entire Lease term, subject to all the provisions of the Lease.

(h) Each provision performable by TENANT shall be deemed both a covenant

and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

(i) Subject to the provisions hereof restricting assignment or subletting by TENANT and regarding LANDLORD's liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

(j) The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

(k) The Effective Date of the Lease shall be the date last executed by the parties without amendment or deletion to the Lease and its Exhibits.

(l) All terms, covenants, and conditions herein contained, to be performed by TENANT, shall be performed at its sole cost and expense, and if LANDLORD shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of TENANT to perform such term, covenant, or condition, the sum of money so paid by LANDLORD shall be deemed additional rent and shall be payable by TENANT with the next succeeding installment of rent together with such interest as may have accrued thereon.

(m) Any amount due to LANDLORD not paid when due shall bear interest at the maximum rate allowable by law accruing from the due date. Payment of such interest shall not excuse or cure any default by TENANT under the Lease.

(n) Notwithstanding anything to the contrary provided in the Lease, it is specifically understood and agreed by LANDLORD and TENANT that there shall be absolutely no personal liability on the part of LANDLORD, or its successors, or any partners or corporate shareholders of LANDLORD, or its successors, with respect to any of the terms, conditions and covenants of the Lease, and that TENANT shall look solely to the interest of LANDLORD in the business for the satisfaction of each and every remedy of TENANT in the event of any breach by LANDLORD of any terms, conditions and covenants of the Lease to be observed or performed by LANDLORD.

26. **JOINT VENTURE.** It is specifically understood and agreed that nothing in this Lease shall be construed as creating a joint venture, partnership, or other relationship between the parties to the agreement other than LANDLORD and TENANT.

27. **ATTORNEY'S FEES AND COSTS.** The prevailing party shall be entitled to an award of all costs, charges, and expenses, including the fees of counsel, agents, and others retained by such party and incurred in enforcing either party's obligations hereunder or in any litigation or appellate proceedings.

28. **PAYMENT.** No payment by TENANT or receipt of payment by LANDLORD of an amount less than the full amount then due LANDLORD under this Lease shall be construed as anything other than a partial payment of the sum then due and owing. No endorsement or statement on any check or letter or any form of payment or accompanying documents shall be deemed to be an accord and satisfaction or other form of settlement, and LANDLORD may accept any such payment without prejudice to its rights to recover the balance of any sums due and owing under this Lease or to pursue any other remedy permitted under this Lease or Florida law.

29. **RADON GAS.** Pursuant to Fla. Stat. Sec. 404.056(5), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

30. **ENTIRE AGREEMENT.** This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased premises and it may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this Lease. No surrender of the lease premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing. This agreement shall be interpreted and enforced under the laws of the State of Florida. It is agreed and understood that this agreement has been negotiated and drafted jointly and is not to be construed against any party.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the Effective Date.

WITNESS AS TO LANDLORD:

ATTEST:

BY: _____
Linda Cox, City Clerk

LANDLORD:

CITY OF FORT PIERCE, FLORIDA

BY: _____
Linda Hudson, Mayor

DATE: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

BY:  _____
James M. Messer, City Attorney

WITNESSES AS TO TENANT:

**TENANT:
MCALPIN CAVALCANTI & LEWIS,
CPA'S**

Signature

BY: _____

Print name, Title

Print name

DATE: _____

Signature

Print name

City Commission Regular Meeting

12.a.

Meeting Date: 10/02/2017

Re: Ordinance 17-032 (Zoning Text Amendment) -Wholesale Trade in the Commercial Parkway Zone (CP-1)

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 17-032, Amending City Code Section 22-22 - Allowed Uses, specifically within the Commercial Parkway Zone (CP-1) ; to classify Wholesale Trade as a permitted use within the subject district. SECOND READING

SUMMARY:

- The applicant, Fort Pierce Business Center LLC, and representative, Daniel Sorrow, AICP of Cotleur & Hearing, have filed a request for a Text Amendment to Chapter 22-Zoning, to allow Wholesale Trade as a permitted use in the Commercial Parkway Zone (CP-1).
- Wholesale trade establishments, as defined by City Code, are businesses which generally have substantial quantities of merchandise on the premises and which are primarily engaged in selling merchandise to other wholesalers, retailers, manufacturers, other businesses, governments or institutions.
- The Commercial Parkway Zone (CP-1) is established for the purpose of providing space for large lot development along principal vehicular approaches into the city. This is a mixed use district which should provide for certain types of office, commercial, and industrial operations which are typically characterized by a business park setting. This district may function as a transition zone between commercial/light industrial activities and uses which may be sensitive to nuisance such as residential land uses.
- The CP-1 district is currently established entirely south of State Road 70 (Okeechobee Road), in between the Florida Turnpike and Interstate 95.
- The Planning Board, at their August 8th, 2017 meeting, voted unanimously to recommend approval of the presented amendment.

RECOMMENDATION:

Approval

ALTERNATIVES:

Amend Ordinance 17-032 to provide for Wholesale Trade as a Conditional Use in the CP-1 District

Deny Ordinance 17-032, rejecting the proposed amendment to Uses Allowed in the CP-1 District

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

No Fiscal Impact is presented with this request.

Attachments

Proposed Ordinance 17-032 (To be formatted)
Staff Report
District Boundary & Adjacent Zoning Districts Map
Application
Zoning Text Amendment Narrative
PB Minutes - August 2017

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/13/2017 10:33 AM
Form Started By: Kori Benton		Started On: 08/31/2017 10:44 AM
Final Approval Date: 09/19/2017		

ORDINANCE NO. 17-032

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 22, ARTICLE III, BASIC ZONING DISTRICTS, SECTION 22-22, ALLOWED USES TO CLASSIFY WHOLESAL TRADE AS A PERMITTED USE IN THE COMMERCIAL PARKWAY, CP-1, ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce land development code provides for regulation of uses allowed in zoning districts established within the City limits;

WHEREAS, an owner of real property within the City of Fort Pierce has petitioned the City of Fort Pierce to amend the allowable uses within the Commercial Parkway, CP-1, zone to provide for Wholesale Trade establishments in said district;

WHEREAS, the City of Fort Pierce Planning Board held a public meeting on August 8th, 2017, to consider the land development code amendment and recommended approval of the amendment based upon consistency with the City’s Comprehensive Plan; and

WHEREAS, the proposed amendment has been reviewed and found in accordance with City Code Sections 22-35.1 Commercial Parkway Zone (CP-1) and 22-131 - Basic amendment standards as the amendment is consistent with the comprehensive plan; the amendment will not have an adverse effect on the ability of the city to satisfy land and water use needs and meet transportation demands and provide community facilities and services; and the amendment will promote and protect the public health, safety and general welfare.

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

SECTION 1. Section 22-22 is hereby amended so that the same shall read as follows:

Sec. 22-22. - Allowed Uses.

- (a) *Uses listed.* Uses listed are allowed in each zoning district in accordance with the Use Table.
- (b) *Permitted uses.* Uses identified with a “P” in the Use Table are permitted in the subject zoning district provided that the uses will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.
- (c) *Conditional uses.* Uses identified with a “C” in the Use Table are permitted in the subject zoning district, if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards and will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.
- (d) *Prohibited uses.* Uses identified with a “-” in the Use Table are expressly prohibited.
- (e) *Use table.*

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R 4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I 1	I 2	I 3	OS 1	OS 2	A 1	A 2
RESIDENTIAL																							
Household Living																							

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I1	I2	I3	OS 1	OS 2	A 1	A 2
-Detached House	P	P	P	P	P	P	P	P	C	C	C	-	-	C	-	-	-	-	-	-	C	-	-
-Duplex	-	-	-	-	-	C	P	P	C	C	C	-	-	C	-	-	-	-	-	-	-	-	-
-Townhouse	-	-	-	-	-	C	P	P	P	C	C	-	-	C	-	-	-	-	-	-	-	-	-
-Multi-Dwelling Building	-	-	-	-	-	C	P	P	P	C	C	C	-	C	C	-	-	-	-	-	-	-	-
-Mobile or Manufactured Home	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Manufactured Home Park or Subdivision	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Mobile Home Park	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Vertical Mixed-Use Building	-	-	-	-	-	-	C	C	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-
Home Occupations (per requirements of Section 22-63)	P	P	P	P	P	P	P	P	P	-	-	-	-	P	-	-	-	-	-	-	-	-	-
Group Living (except as noted below)	-	-	-	-	C	C	C	C	C	C	-	C	C	C	-	-	-	-	-	-	-	-	-
-Community Residential Home, Type 1 (1-6 residents)	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Community Residential Home, Type 2 (7-14 residents)	-	-	-	-	-	-	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
-Dormitories, Fraternity and Sorority Houses	-	-	-	-	-	C	C	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PUBLIC AND CIVIC																							
Community/Cultural (except as noted below)	-	-	-	-	C	C	C	C	C	C	C	P	P	C	C	C	-	-	-	C	-	-	-
-Community Center	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
-Fraternal Organization/Lodge	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
-Library or Cultural Exhibit	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
-Environmental Research and Education Facilities	-	-	-	-	-	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Day Care	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Adult Day Care Center	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Day Care Center	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Child Care Facility	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Family Day Care Home	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Educational Facilities																							
-College or University	-	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-
-Elementary, Middle or High School	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-	-	-	-
-Marine Research/Education Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-
Government Facilities (except as noted below)	-	-	-	-	-	-	-	-	-	C	C	P	P	C	-	C	-	-	-	-	-	C	C
-Post Office	-	-	-	-	-	-	-	-	-	C	C	P	P	-	-	C	-	-	-	-	-	-	-
-Safety Service	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	-	-	C	C
Medical Facilities (except as noted below)	-	-	-	-	C	C	C	-	C	C	-	C	-	C	-	-	-	-	-	-	-	-	-
-Hospital	-	-	-	-	C	C	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
-Nursing Home	-	-	-	-	C	C	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
Park and Open Space (except as noted below)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	-

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I1	I2	I3	OS 1	OS 2	A 1	A 2
- Cemetery/Columbarium/Mausoleum	C	C	C	C	C	C	-	-	C	C	C	C	-	-	-	-	-	-	-	C	-	-	-
-Country Club/Golf Course	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	C	-	-	-
-Game and Wildlife Management Preserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-
-Water Dependent Recreation Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C
Passenger Terminal																							
-Airport/Heliport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
-Rail/Bus Terminal	-	-	-	-	-	-	-	-	-	C	C	C	C	-	C	C	C	C	C	-	-	-	-
-Bus Shelter	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-
-Taxi Terminal	-	-	-	-	-	-	-	-	-	C	C	C	C	-	C	C	C	C	C	-	-	-	-
Religious Institution	C	C	C	C	C	C	C	C	C	C	C	P	P	C	-	C	-	-	-	-	-	-	-
Social Service Institution (except as noted below)	-	-	-	-	-	-	-	-	-	C	-	C	C	-	-	-	C	C	-	-	-	-	-
-Halfway Houses	-	-	-	-	-	C	C	C	C	C	-	C	C	-	-	-	C	-	-	-	-	-	-
Utilities																							
-Minor, other	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	C	C	C	C
-Major	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	P	C	C	C	C
-Utility Cabinets, Above Ground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	C	C
COMMERCIAL																							
Eating and Drinking Establishments																							
-Brew Pub	-	-	-	-	-	-	-	-	C	P	C	P	P	P	P	C	C	C	-	-	-	-	-
-Coffee Shop	-	-	-	-	-	-	C	-	C	C	P	P	P	P	C	C	C	-	-	-	-	-	-
-Neighborhood Bistro	-	-	-	-	-	-	-	-	C	C	C	P	P	P	C	C	C	-	-	-	-	-	-
-Neighborhood Café	-	-	-	-	-	-	-	-	C	C	C	P	P	P	C	C	C	-	-	-	-	-	-
-Restaurants, Fast Food	-	-	-	-	-	-	-	-	C	-	-	P	P	P	C	C	C	-	-	-	-	-	-
-Restaurant and Bar	-	-	-	-	-	-	-	-	C	C	C	P	P	P	C	C	C	-	C	-	-	-	C
-Wine/Cigar Bar	-	-	-	-	-	-	-	-	C	C	C	P	P	P	C	C	C	-	-	-	-	-	-
Entertainment, Indoor (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	C	-	-	-
-Adult Establishment	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
-Arcade Amusement Center	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-
-Bar or Nightclub	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
-Theater	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Entertainment, Outdoor (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	P	-	-	-	-	-	C	-	-	-
-Batting Cages, Driving Ranges	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
-Stables or Equestrian Facilities	C	C	C	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-	-	-	-
-Stadium or Arena	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C	-	C	C	-	-	-	-	-
Marine-Related Commercial (except as noted below)	-	-	-	-	-	-	-	-	-	C	-	P	P	C	P	-	-	C	-	C	-	-	C
-Boat and Marine Equipment Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	P	-	-	C	-	-	-	-	-
-Marina/Boat Livery	-	-	-	-	-	-	-	-	-	C	-	C	C	C	C	-	-	P	-	C	-	-	C
Office																							
-Administrative, Professional, General, Medical Office	-	-	-	-	-	-	C	C	C	P	P	P	P	P	P	P	C	C	-	-	-	-	-
-Day Labor Employment Agency	-	-	-	-	-	-	-	-	-	P	C	P	P	-	-	P	-	-	-	-	-	-	-

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I1	I2	I3	OS 1	OS 2	A 1	A 2
-Medical and Dental Clinic	-	-	-	-	-	-	-	-	-	P	C	P	P	C	-	P	-	C	-	-	-	-	-
-Television and Radio Studios	-	-	-	-	-	-	-	-	-	P	P	P	P	P	C	P	-	C	-	-	-	-	-
Overnight Accommodations																							
-Bed & Breakfast	-	-	-	-	-	-	C	C	C	C	P	P	P	P	-	-	-	-	-	-	-	-	-
-Dwelling Rental	-	C	C	C	C	C	C	C	C	-	-	-	P	P	-	-	-	-	-	-	-	-	-
-Hotel/Motel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	C	-	-	-	-	-	-	-
-Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-
-Resort Hotel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-
Parking, Commercial	-	-	-	-	-	-	-	C	-	C	-	P	C	C	-	C	-	C	-	-	-	-	-
Retail Sales & Service, Sales-Oriented (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
-Art Gallery	-	-	-	-	-	-	-	-	-	C	C	P	P	P	-	C	-	-	-	-	-	-	-
-Farmers Market or Farm Stand	P	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	C	-	-	-	-	-	-
-Grocery or Liquor Store	-	-	-	-	-	-	C	-	C	-	P	P	P	C	-	C	-	-	-	-	-	-	-
-Neighborhood Commercial Sale	-	-	-	-	C	C	P	P	P	-	P	P	P	C	-	C	-	-	-	-	-	-	-
-Office Supplies & Electronics	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
-Pet Stores	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
Retail Sales & Service, Personal-Service Oriented (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
-Art Studio	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
-Animal Care Facilities & Service	-	-	-	-	-	-	-	-	-	-	-	C	-	P	-	C	-	-	-	-	-	-	-
-Animal Grooming Services	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
-Check Cashing/Loan Service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
-Educational Service Establishments	-	-	-	-	-	-	-	-	C	C	C	P	P	C	P	P	P	C	C	-	-	-	-
-Laundry & Dry Cleaners Pick-Up	-	-	-	-	-	-	C	C	C	C	P	P	P	P	-	C	-	-	-	-	-	-	-
-Laundromat	-	-	-	-	-	-	C	C	C	C	P	P	P	C	-	C	-	-	-	-	-	-	-
-Mortuaries or Funeral Homes	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	C	-	-	-	-	-	-	-
-Neighborhood Commercial Services	-	-	-	-	C	C	P	P	P	C	P	P	P	P	-	C	-	-	-	-	-	-	-
-Pawn Shop	-	-	-	-	-	-	-	-	-	-	-	P	P	C	-	C	-	-	-	-	-	-	-
-Personal Improvement Service	-	-	-	-	-	-	C	C	C	C	-	P	P	P	-	C	-	-	-	-	-	-	-
-Veterinary (Without Outdoor Runs)	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
Retail Sales & Service, Repair-Oriented	-	-	-	-	-	-	-	P	-	C	-	P	P	P	-	P	-	-	-	-	-	-	-
Self-Service Storage	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C	-	P	-	P	-	-	-	-
Vehicle Sales & Service																							
-Automobile Rentals	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	-
-Automobile Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	-
-Boat Rentals	-	-	-	-	-	-	-	-	-	-	-	P	C	P	C	C	P	-	P	-	-	-	C
-Boat Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	P
-Fueling Station	-	-	-	-	-	-	-	-	-	C	C	P	C	C	-	C	-	P	-	-	-	-	-
-Travel Plaza	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-	-	-	-	-	-	-
-Truck Stop	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-	-	-	-	-	-	-
-Vehicle Repair, General	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	C	-	-	-	-	-	-	-

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I1	I2	I3	OS 1	OS 2	A 1	A 2
-Vehicle Repair, Limited	-	-	-	-	-	-	-	-	-	-	-	P	C	-	-	P	-	-	-	-	-	-	-
-Vehicle Storage	-	-	-	-	-	-	-	-	-	-	-	C	-	-	C	-	P	C	P	-	-	-	-
INDUSTRIAL																							
Artisan	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	P	P	-	P	-	-	-	-
-Cabinet Shops, Woodworking	-	-	-	-	-	-	-	-	-	-	-	C	C	-	C	P	P	-	P	-	-	-	-
Light Industrial Service (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	-	P	-	-	-	-
-Catering Facility, Large-Scale	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	-	P	-	-	-	-
-Crematorium	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-
-Building Maintenance Facilities And Services	-	-	-	-	-	-	-	-	-	-	-	C	-	-	C	-	-	-	-	-	-	-	-
-Contractors/Others Performing Services Off-Site	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	-	P	-	-	-	-
-Microbrewery	-	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	-	-	-	-	-	-	-
-Research Service	-	-	-	-	-	-	-	-	-	-	-	C	-	-	P	P	P	-	P	-	-	-	-
Marine-Related Industrial	-	-	-	-	-	-	-	-	-	-	-	C	-	-	P	-	C	P	P	-	-	-	P
Warehouse & Freight (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	C	P	-	-	-	-
-Parcel Service	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	C	P	-	-	-	-
Waste-Related Use (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
-Solid Waste Separation, Transfer Station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
-Recycling Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	-	-	-	-
-Wrecking or Salvage Yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
Wholesale Trade	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	C	P	-	-	-	-
Heavy Industrial (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
-Heavy Equipment Sales & Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	-	-	-	-
-Processing of Food & Related Products	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	C	P	P	-	-	-	-
OTHER																							
Aquaculture Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	C	C
Community Gardens	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-
Dock/Moorage Facility (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C
-Docks for Single Family Homes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
-Docks for Single Family Homes on canals within Surfside or Jennings Cove	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C
Navigational Aids	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Telecommunication Facility																							
-Antenna Support Structure	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
-Antenna (on existing structure)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

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

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

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

STATE OF FLORIDA

COUNTY OF ST. LUCIE

APPROVED AS TO FORM & CORRECTNESS:

James M. Messer, City Attorney

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- 032 was duly advertised by title only in the St. Lucie News Tribune on September 2nd 2017 and September XX, 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 September 18th, 2017; and was duly introduced, read by title only, and passed on second and final reading October 2nd, 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 , 2017.

MAYOR COMMISSIONER

ATTEST:

CITY CLERK

(CITY SEAL)



TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Ordinance 17-032: Amending Chapter 22-22 Allowed Uses
Permitting Wholesale Trade in the Commercial Parkway Zone (CP-1)

DATE: August 5, 2017

STAFF REPORT

Applicant: Fort Pierce Business Center LLC
10 Wall Street
Norwalk CT 06850

Representative: Daniel Sorrow, AICP
Coteleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

Requested Action:

Review and approval of Ordinance 17-032, Amending City Code Section 22-22 - Allowed Uses, specifically within the Commercial Parkway Zone (CP-1) ; to classify Wholesale Trade as a permitted use within the subject district.

Staff Analysis:

The applicant and representative have filed a request for a Text Amendment to Chapter 22-Zoning, to allow Wholesale Trade as a permitted use in the Commercial Parkway Zone (CP-1). zoning district, whereas Wholesale Trade is not currently permitted, or eligible as a Conditional Use, in the CP-1 district.

The City's land development code defines wholesale trade as follows (Sec. 22-3.):

Wholesale trade establishments: Businesses which generally have substantial quantities of merchandise on the premises and which are primarily engaged in selling merchandise to other wholesalers, retailers, manufacturers, other businesses, governments or institutions.

The proposal, as presented, would permit *Wholesale trade establishments* within the Commercial Parkway Zone (CP-1) provided that the uses will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

The CP-1 district is established for the purpose of providing space for large lot development along principal vehicular approaches into the city. This is a mixed use district which should provide for certain types of office, commercial, and industrial operations which are typically characterized by a business park setting. This district may function as a transition zone between commercial/light industrial activities and uses which may be sensitive to nuisance such as residential land uses.

The CP-1 District at this time is exclusively coupled with the General Commercial (GC) land use designation. The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.

The CP-1 district may function as a transition zone between commercial/light industrial activities, the integration of Wholesale Trade within the district is consistent with the purpose of the district and parameters of the land use designation.

The district is currently established entirely south of State Road 70 (Okeechobee Road), in between the Florida Turnpike and Interstate 95. The district is generally adjacent to commercial uses and several hospitality venues, therefore "Wholesale Trade" is most suitable when appropriately placed within a developed facility, or establishment, with adherence to the following use standards adopted for the district:

Sec. 22-35.1. - Commercial Parkway Zone (CP-1).

(e) Other applicable use standards.

- (4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

Placement of substantial quantities of merchandise on the premises by the user should generally be accommodated within an establishment, or considered for placement outside of the establishment only in an organized and finished state with review of other safeguards oriented to not detract from the open space character of an uncovered or unenclosed area or adjacent users.

Basic amendment standards (City Code Section 22-131)

Before an amendment is approved, findings will be made that the following standards are satisfied:

- (1)The amendment is consistent with the comprehensive plan;*
- (2)The amendment will not have an adverse affect on the ability of the city to:*
 - a. Satisfy land and water use needs; and*
 - b. Meet transportation demands and provide community facilities and services; and*
- (3)The amendment will promote and protect the public health, safety and general welfare.*

The City of Fort Pierce Comprehensive Plan advances a variety of goals, policies, and objectives centered on economic development and diversity of industry through appropriate siting and integration of targeted industries with surrounding districts, as presented below:

1.10 Objective:

The City shall promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.

The presented amendment is in accordance with the policies of the comprehensive plan and generally consistent with the basic amendment standards adopted by the City land development code.

Wholesale trade is a similar use to other permissible uses in this district, with comparable demands for public facilities. Traffic generated by this use is comparable to other permissible uses in the district such as Light Industrial Service and Warehouse and Freight.

The proposed amendment does not present adverse impacts to the public health, safety, or welfare of the community, when proper site development standards are integrated such as landscaping, lighting, and other provisions to provide site buffering and security.

Technical Review Committee

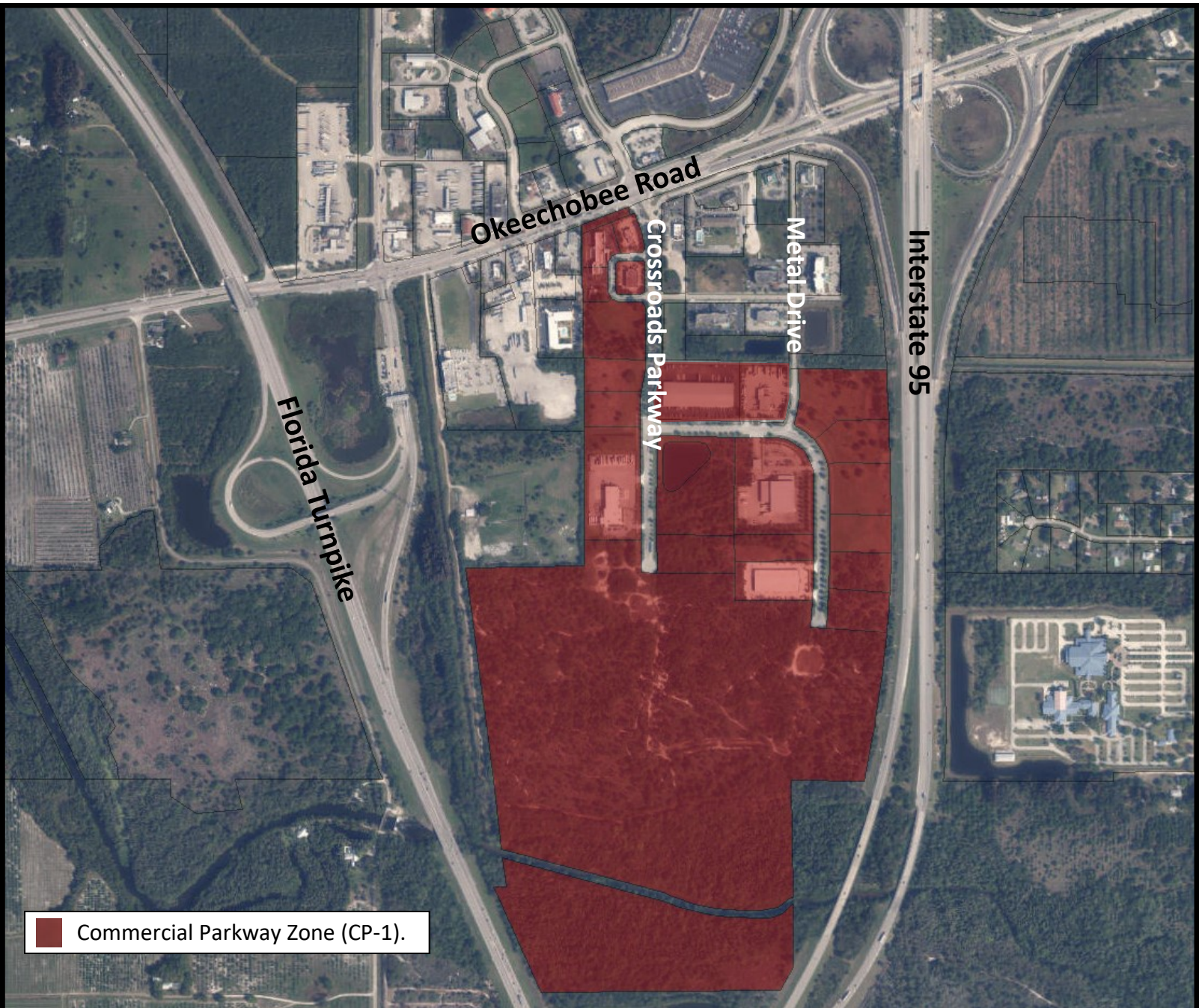
All affected departments have reviewed and approved the proposed amendment with regards requirements of the City Code.


Planning Board

The Planning Board, at their August 8th, 2017 meeting, voted unanimously to recommend approval of the presented amendment.

Staff Recommendation:

Staff recommends **approval** of the proposed Ordinance to enact an amendment to Section 22-22 - Allowed Uses, providing wholesale trade as a permitted use within the Commercial Parkway Zone (CP-1) based upon the presented consistency with City Code Section 22-131 and the Comprehensive Plan.

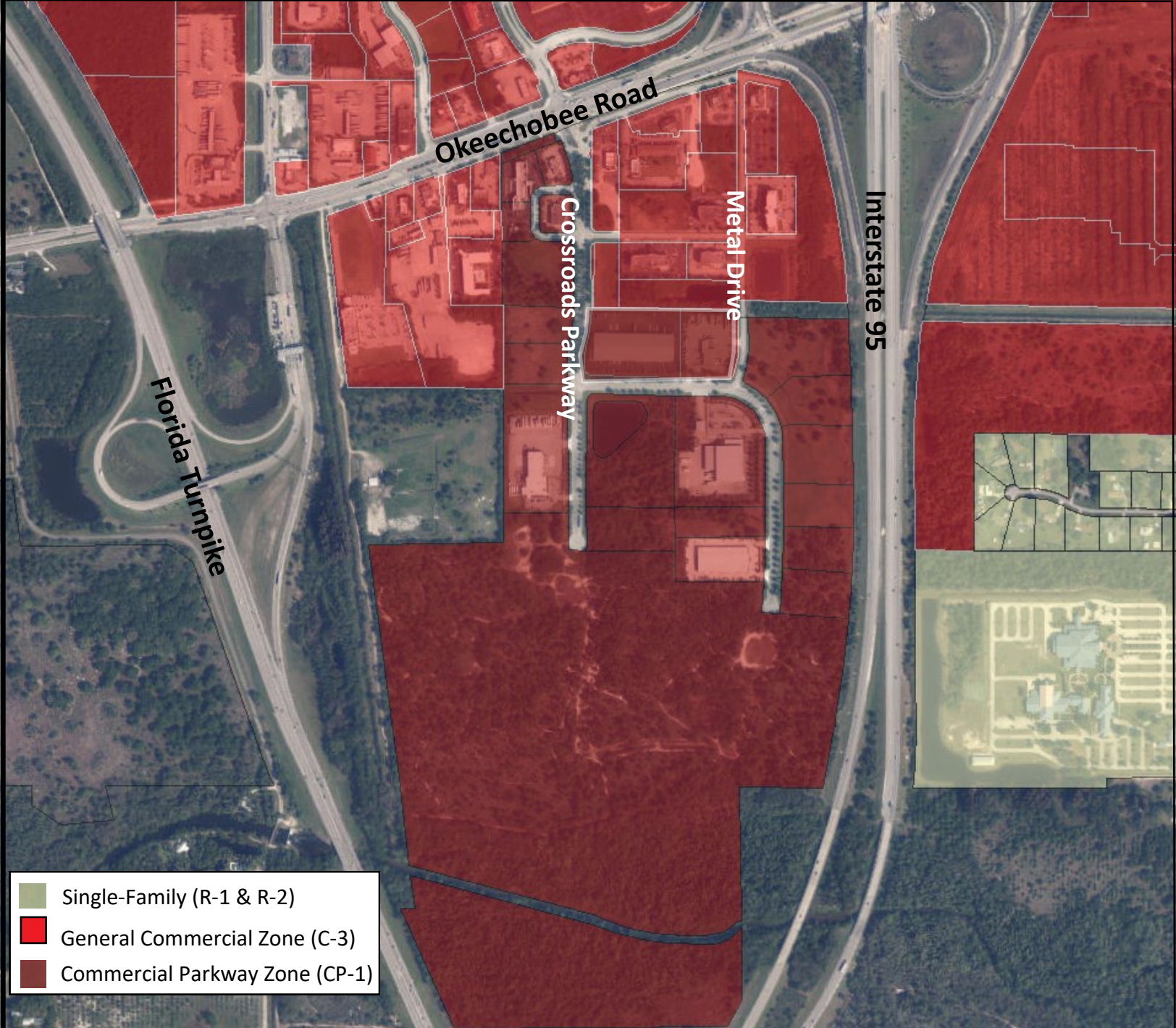


 Commercial Parkway Zone (CP-1).

Commercial Parkway Zoning District (CP-1)

Aerial - District Boundaries





- Single-Family (R-1 & R-2)
- General Commercial Zone (C-3)
- Commercial Parkway Zone (CP-1)

Commercial Parkway (CP-1) & Surrounding Districts

Aerial - District Boundaries





Text Amendment

Property address or Location 3601 Crossroads Parkway

Parcel ID #(s) 2324-710-0014-000-2

Project description The subject site is 4.8 acres and is located between Interstate 95 and Florida's Turnpike interchanges south of Okeechobee Road (SR 70).
The existing use is a 68,500 sf multi-tenant office/warehouse/distribution facility.

FORT PIERCE BUSINESS CENTER LLC

Property Owner(s)

10 Wall St

Street Address

Norwalk CT 06850

City State Zip

203-854-5046

Phone Number

alanwebber@discala.com

Email Address

Daniel T. Sorrow, Project Manager, Cotleur & Hearing

Applicant/Representative, Title, Company

1934 Commerce Lane, Suite 1

Street Address

Jupiter FL 33458

City State Zip

561-747-6336 ext 120

Phone Number

dsorrow@cotleur-hearing.com

Email Address

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

[Handwritten Signature]

Property Owner(s) Signature(s)

STATE OF Connecticut COUNTY Fairfield 12th day of June, 2019, by

Alan C. Webber who is personally known to me or has produced

as identification.

[Handwritten Signature]

Signature of Notary

PATRICIA R. JURGIELEWICZ
NOTARY PUBLIC (seal)
MY COMMISSION EXPIRES MAY 31, 2022

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____

Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

TEXT AMENDMENT

Submit one (1) original & seven (7) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- Complete notarized application
- Narrative describing the reason for the proposed amendment
- Draft Ordinance specifying changes

Application Type:

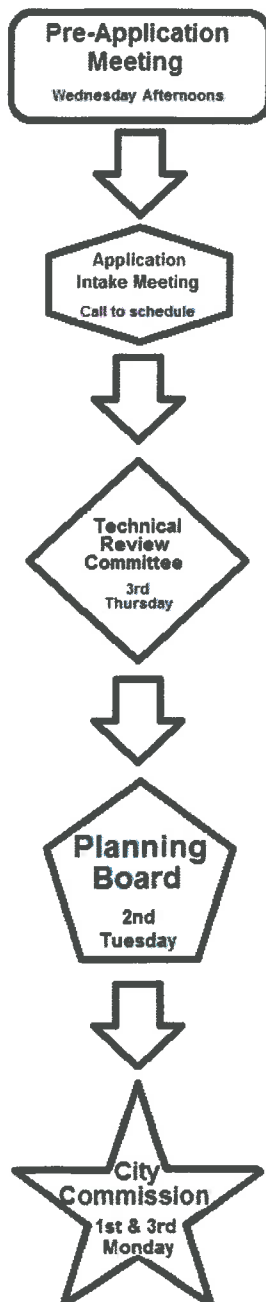
- Text Amendment to the Land Development Regulations (Zoning Code)
- Text Amendment to the Comprehensive Plan

Sec. 22-131. - Basic amendment standards.

Before an amendment is approved, findings will be made that the following standards are satisfied:

- (1) The amendment is consistent with the comprehensive plan;
 - (2) The amendment will not have an adverse effect on the ability of the city to:
 - a. Satisfy land and water use needs; and
 - b. Meet transportation demands and provide community facilities and services; and
 - (3) The amendment will promote and protect the public health, safety and general welfare.
-

Application Outlook



3601 Crossroads Parkway
Zoning Text Amendment
June 5, 2017

NARRATIVE

On behalf of the property owner, Fort Pierce Business Center LLC, please accept this request for a Zoning Text Amendment for the allowed uses within the Commercial Parkway Zone (CP-1). The request is to allow Wholesale Trade as a permitted use in the Commercial Parkway zoning district. Wholesale Trade is not currently permitted in the CP-1 district.

The amendment is subject to the following standards of approval:

Sec. 22-131. - Basic amendment standards.

Before an amendment is approved, findings will be made that the following standards are satisfied:

- (1) The amendment is consistent with the comprehensive plan;*
- (2) The amendment will not have an adverse effect on the ability of the city to:*
 - a. Satisfy land and water use needs; and*
 - b. Meet transportation demands and provide community facilities and services; and*
- (3) The amendment will promote and protect the public health, safety and general welfare.*

The proposed text amendment is consistent with the comprehensive plan. The future land use element defines the General Commercial designation as follows:

General Commercial (GC): The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.

The proposed amendment to allow wholesale trade is consistent with the existing Future Land Use designation. Wholesale trade is a light industrial commercial use and is consistent with the

other permissible uses in the Commercial Parkway district. The Code defines wholesale trade as follows (Sec. 22-3.):

Wholesale trade establishments: Businesses which generally have substantial quantities of merchandise on the premises and which are primarily engaged in selling merchandise to other wholesalers, retailers, manufacturers, other businesses, governments or institutions.

This use is not intended to serve the public on an individual basis but rather to sell goods to other businesses and institutions.

The proposed amendment will not have an adverse effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. Wholesale trade is a similar use to other permissible uses in the district and will place similar demands on public facilities. Traffic generated by this use is comparable to other permissible uses in the district such as Light Industrial Service and Warehouse and Freight.

The proposed amendment will not inhibit the public health, safety, or welfare. Wholesale trade does not present any significant drain on emergency services. Wholesalers sell merchandise to other businesses or institutions; they do not typically sell to the public. The trips generated by wholesale trade is less than other commercial uses, so a reduction of traffic congestion in the area is conceivable.

Please contact this office with any questions you may have in your review of this information.

DRAFT



CITY OF FORT PIERCE PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, **AUGUST 8, 2017**, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Present: **Marcia Baker; Brian Paul; John George; Al Bernetti; Tim O'Connell; Frank Creyaufmiller; Eloise Cumings; Robert Poitier; Charles Hayek; Bob Burdge, Chairman**

Absent: **Mike Dahan**

Staff Present: **Nicholas Mimms, City Manager
James Messer, City Attorney
Rebecca Grohall, Planning Director
Kori Benton, Senior Planner
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant**

4. **CONSIDERATION OF ABSENCES**

Motion was made by Marcia Baker, and seconded by John George to excuse the absence of Mr. Dahan.

AYE: Brian Paul, John George, Al Bernetti, Tim O'Connell, Frank Creyaufmiller, Eloise Cumings, Robert Poitier, Charles Hayek, Marcia Baker, Chairman Bob Burdge

Passed

5. **CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS/EXCUSE NON VOTING ALTERNATE**

Mr. Bernetti was made a regular voting member.

6. **CITY MANAGER UPDATE**

Mr. Mimms gave a brief update on the status of the Planning Board. He explained the City Commission is possibly looking at passing an ordinance at the next City Commission meeting, to reduce the number of Planning Board members to seven with one alternate. Mr. Mimms stated that in at method to accomplish this, the existing Planning Board members will be removed and there will be appointments of new Planning Board members and it is anticipated that the Planning Board will reconvene in September 2017.

Mr. Mimms thanked the Planning Board for their commitment and for what they have done and encouraged the Board members to reapply to be appointed to the Board.

Mr. Mimms stated new procedures will be crafted for various Boards, including the Planning Board and staff would like to work with the Planning Board to put some procedures in place, that are appropriate and beneficial to the Planning Board as well as other Boards, so the city has efficient and effective government operations.

The Board asked questions of Mr. Mimms on the process of how Board members will be picked, commissioners being limited to selecting someone from their own district, orientation manual being altered, and Board members being allowed to serve on two boards.

7. **APPROVAL OF MINUTES**

- a. Minutes of the July 11, 2017 meeting.

Motion was made by Robert Poitier, and seconded by Tim O'Connell to approve the minutes from the July 11, 2017 meeting.

AYE: John George, Al Bernetti, Tim O'Connell, Frank Creyaufmiller, Eloise Cumings, Robert Poitier, Charles Hayek, Marcia Baker, Brian Paul, Chairman Bob Burdge
Passed

8. **NEW BUSINESS**

- a. **Zoning Text Amendment - Commercial Parkway Zone (CP-1) - Wholesale Trade**

Mr. Benton gave an overview of the application. No one spoke for or against the application.

Chairman Burdge thanked Mr. Benton for the work he has done with the Planning Board.

Motion was made by Marcia Baker, and seconded by Charles Hayek to forward a recommendation of approval to the City Commission.

AYE: Tim O'Connell, Frank Creyaufmiller, Eloise Cumings, Robert Poitier, Charles Hayek, Marcia Baker, Brian Paul, John George, Al Bernetti, Chairman Bob Burdge
Passed

- b. **Special Exception - Weiner Residence - 221 Fernandina Street**

Mr. Creagan gave an overview of the application. Mike Menard, Architect of Record from Architectonic, provided insight on the project.

Motion was made by Al Bernetti, and seconded by Charles Hayek to forward a recommendation of approval to the City Commission.

AYE: Frank Creyaufmiller, Eloise Cumings, Robert Poitier, Charles Hayek, Marcia Baker, Brian Paul, John George, Al Bernetti, Tim O'Connell, Chairman Bob Burdge

Passed

9. BOARD COMMENTS

10. ADJOURNMENT

City Commission Regular Meeting

13.a.

Meeting Date: 10/02/2017

Re: Monthly Financial Report for the Month Endng August 31, 2017

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Monthly Financial Report for the Month Ending August 31, 2017.

SUMMARY:

The Financial Director prepares and presents to the City Commission and Citizens a monthly report on the financial status of the different funds of the City. The financial report for the month ending August 31, 2017, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Fort Pierce Redevelopment Agency Funds.

RECOMMENDATION:

The Finance Department welcomes any suggestions and/or changes to the format.

ALTERNATIVES:

The report can be enhanced or changed.

RESPONSIBLE STAFF:

Finance Director.

COORDINATED WITH:

Finance Department & City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

OTHER INFORMATION:

Monthly Report on budgeted Revenue and Expenditures.

Attachments

August 2017 Financial Report

Form Review

Inbox

Finance Department

City Manager

Form Started By: Queen Thompkins

Final Approval Date: 09/22/2017

Reviewed By

Johnna Morris

Nick Mimms

Date

09/20/2017 10:03 AM

09/22/2017 12:03 PM

Started On: 09/20/2017 09:49 AM

**CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE MONTH ENDING
August 31, 2017**

Evaluation Criteria	General Fund	Marina Fund	Solid Waste	Golf Course	Sunrise Theatre	Building & Code
The revenue projections for the fund are on target.	Yes	Yes	Yes	No	No	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes	Yes
Positive Net Operating Income	Yes	Yes	Yes	No	No	Yes
The fund cash balance is positive.	Yes	Yes	Yes	No	No	Yes
The fund current financial position is stable.	Yes	Yes	Yes	No	No	Yes

Evaluation Criteria	CRA Operating	103 CDBG	105 SHIP	106 HHR	403 Stormwater
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes
The fund cash balance is positive.	No	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes	Yes

City of Fort Pierce
 Monthly Financial Report
For the Month Ending August 31, 2017
 (92% Year Lapse)

General Fund				
Revenue	Budget		FYTD	%
Beginning Available Resources		\$	4,852,321	
Revenue:				
Taxes	\$ 19,927,375	\$	19,479,254	97.75%
Licenses & Permits	356,500		529,380	148.49%
Intergovernmental	3,154,000		3,456,029	109.58%
Charges for Services	221,100		266,060	120.33%
Fines & Forfeitures	189,500		171,487	90.49%
Miscellaneous Revenue	2,198,758		2,656,965	120.84%
Interfund Transfers	2,614,221		6,112,373	233.81%
Contribution from Enterprise	7,031,260		6,578,285	93.56%
Appropriated Fund Balance	710,407		0	0.00%
Restricted Revenue	(600,000)		0	0.00%
Total Revenue	\$ 35,803,121	\$	39,249,835	109.63%
Expenditures:				
City Commission	\$ 243,603	\$	214,350	87.99%
City Manager	535,282		494,032	92.29%
City Attorney	696,572		550,772	79.07%
City Clerk	316,211		278,886	88.20%
Human Resources	422,500		400,643	94.83%
Finance	773,428		683,961	88.43%
MIS	1,073,500		761,539	70.94%
Purchasing	301,437		260,066	86.28%
Planning	478,772		419,919	87.71%
Code Enforcement	894,695		738,381	82.53%
Police	13,364,012		11,903,711	89.07%
Public Works/Director	93,350		76,746	82.21%
Public Works/Fleet Maint.	620,981		535,098	86.17%
Public Works/Facilities Maint.	899,574		964,067	107.17%
Public Works/Parks & Grounds	2,037,053		1,819,602	89.33%
Public Works/Streets	1,688,544		1,723,753	102.09%
Engineering	1,157,454		928,260	80.20%
Riverwalk	154,822		153,310	99.02%
Administrative	10,051,331		12,544,236	124.80%
Total Expenditures	\$ 35,803,121	\$	35,451,330	99.02%
Net Resources			\$ 3,798,505	
Total Available Resources			\$ 8,650,826	
Less:				
10% Budget Reserve			(3,580,312)	
Reserve			(600,000)	
Unrestricted Resources			\$ 4,470,514	

Special Revenue Funds

FPRA	Budget	FYTD	%
Beginning Available Resources		\$ 281,884	
Revenue:			
Taxes	5,020,612	5,127,986	102.14%
Licenses & Permits	0	0	0.00%
Intergovernmental	0	13,016	0.00%
Miscellaneous Revenue	160,500	666,239	415.10%
Transfers	737,543	1,526,901	207.03%
Total Revenue	5,918,655	7,334,142	123.92%
Expenses:			
Operating	321,914	776,826	241.31%
Capital Outlay	0	839,079	0.00%
Other Programs & Projects	20,000	22,395	111.97%
Transfers	5,576,741	5,590,390	100.24%
Total Expenses	5,918,655	7,228,690	122.13%
Net Resources		105,452	
Unrestricted Resources		\$ 387,336	

CDBG	Budget	FYTD	%
Beginning Available Resources		\$ 811,299	
Revenue:			
Intergovernmental Revenue	866,461	449,491	51.88%
Misc. Revenue	0	6,775	0.00%
Transfers	0	0	0.00%
Total Revenue	866,461	456,266	52.66%
Expenses:			
Administrative	162,266	186,009	114.63%
Rehabilitation Department	45,000	108,426	240.95%
Capital Outlay	43,252	13,350	30.87%
Economic Development	270,000	246,153	91.17%
Public Service	118,940	293	0.25%
Unencumbered	0	0	0.00%
Roll Over Expenditures	227,003	0	0.00%
Total Expenses	866,461	554,230	63.96%
Net Resources		(97,965)	
Unrestricted Resources		\$ 713,334	

Grant Administration	Budget	FYTD	%
Beginning Available Resources		\$ 907,853	
Revenue:			
Program Income	0	15,146	0.00%
Misc. Revenue	180,250	74,052	41.08%
Interfund Transfers	0	0	0.00%
Total Revenue	180,250	89,198	49.49%
Expenses:			
Personnel Services	0	0	0.00%
Operating	180,250	2,615	1.45%
Transfers	0	0	0.00%
Total Expenses	180,250	2,615	1.45%
Net Resources		86,582	
Unrestricted Resources		\$ 994,435	

SHIP	Budget	FYTD	%
Beginning Available Resources		\$ 258,061	
Revenue:			
SHIP	267,860	270,480	100.98%
Program Income	40,000	50	0.13%
Misc. Revenue	500	9,801	1960.23%
Carry Over Funding	854,760	0	0.00%
Total Revenue	1,163,120	280,331	24.10%
Expenses:			
Operating	91,786	635	0.69%
Grants/Programs & Projects	1,071,334	75,629	7.06%
Total Expenses	1,163,120	76,264	6.56%
Net Resources		204,068	
Unrestricted Resources		\$ 462,128	

Enterprise Funds

Marina	Budget	YTD	%
Beginning Available Resources			
	\$	288,946	
Revenue:			
Grants	470,000	0	0.00%
Charges for Services	1,464,348	1,494,789	102.08%
Misc. Revenue	1,426,800	2,052,204	143.83%
Debt Proceeds	0	0	0.00%
Approp Retained Earnings	376,154	0	0.00%
Total Revenue	3,737,302	3,546,993	94.91%
Expenses:			
Personnel Services	399,440	331,004	82.87%
Operating	2,902,537	3,202,537	110.34%
Capital	498,000	2,293	0.46%
Debt Service	451,115	447,406	99.18%
Non Operating	404,830	212,722	52.55%
Total Expenses	4,655,922	4,195,962	90.12%
Plus Depreciation		1,025,321	
Net Resources		376,352	
Unrestricted Resources Available	\$	665,298	

Golf Course	Budget	YTD	%
Beginning Available Resources			
	\$	(80,725)	
Revenue:			
Charges for Services	1,259,500	879,501	69.83%
Misc. Revenue	127,750	76,964	60.25%
Transfers	0	170,000	0.00%
Approp Retained Earnings	0	0	0.00%
Total Revenue	1,387,250	1,126,465	81.20%
Expenses:			
Personnel Services	599,455	514,657	85.85%
Operating	883,883	826,251	93.48%
Capital	6,000	4,300	71.67%
Non Operating	32,641	7,000	21.45%
Total Expenses	1,521,979	1,352,208	88.85%
Plus Depreciation		124,797	
Net Resources		(100,946)	
Unrestricted Resources Available	\$	(181,670)	

Building	Budget	YTD	%
Beginning Available Resources			
	\$	677,253	
Revenue:			
Licenses & Permits	1,355,000	1,222,210	90.20%
Charges for Services	22,000	24,729	112.40%
Fine & Forfeits	3,000	3,000	100.00%
Misc. Revenue	16,000	31,462	0.00%
Transfers	0	0	0.00%
Approp Retained Earnings	(8,852)	0	0.00%
Total Revenue	1,387,148	1,281,401	92.38%
Expenses:			
Personnel Services	905,915	599,256	66.15%
Operating	438,700	489,637	111.61%
Capital	42,533	538	0.00%
Non Operating	0	0	0.00%
Total Expenses	1,387,148	1,089,431	78.54%
Plus Depreciation		0	
Net Resources		191,970	
Unrestricted Resources Available	\$	869,223	

Solid Waste	Budget	YTD	%
Beginning Available Resources			
	\$	1,059,813	
Revenue:			
Charges for Services	6,219,000	6,069,853	97.60%
Misc. Revenue	4,000	52,730	1318.25%
Approp Retained Earnings	367,431	0	0.00%
Total Revenue	6,590,431	6,122,583	92.90%
Expenses:			
Personnel Services	2,040,266	1,828,752	89.63%
Operating	3,585,165	3,769,047	105.13%
Capital	450,000	134,293	29.84%
Non Operating	800,000	415,000	51.88%
Total Expenses	6,875,431	6,147,092	89.41%
Plus Depreciation		263,467	
Net Resources		238,958	
Unrestricted Resources Available	\$	1,298,771	

Sunrise Theatre	Budget	YTD	%
Beginning Available Resources			
	\$	(154,392)	
Revenue:			
Grants	0	0	0.00%
Charges for Services	3,640,000	2,389,909	65.66%
Misc. Revenue	582,300	342,492	58.82%
Transfers	450,000	702,825	156.18%
Total Revenue	4,672,300	3,435,227	73.52%
Expenses:			
Personnel Services	578,243	482,377	83.42%
Operating	4,441,620	3,594,241	80.92%
Capital	187,437	97,030	51.77%
Non Operating	0	0	0.00%
Total Expenses	5,207,300	4,173,648	80.15%
Plus Depreciation		491,065	
Net Resources		(247,356)	
Unrestricted Resources Available	\$	(401,748)	

Stormwater	Budget	YTD	%
Beginning Available Resources			
	\$	1,978,842	
Revenue:			
Federal Grants	0	0	0.00%
State Grants	0	150,500	0.00%
Charges for Services	2,502,089	2,699,523	107.89%
Misc. Revenue	15,000	623,755	4158.37%
Transfers	0	1,864,905	0.00%
Approp Retained Earnings	639,033	0	0.00%
Total Revenue	3,156,122	5,338,683	169.15%
Expenses:			
Personnel Services	0	0	0.00%
Operating	3,126,067	4,211,993	134.74%
Capital	20,000	19,521	97.61%
Non Operating	1,196,055	1,335,130	0.00%
Total Expenses	4,342,122	5,566,644	128.20%
Plus Depreciation		1,090,760	
Net Resources		862,798	
Unrestricted Resources Available	\$	2,841,640	

**RESTRICTED REVENUE RECONCILIATION
THRU 8/31/2017**

9/27/2017

	Receipts Budget 2009-2013	Receipts Budget 2013-2014	Receipts Budget 2014-2015	Receipts Budget 2015-16	Receipts Budget 2016-17	Total Receipts	Expenses Budget 2009-2013	Expenses Budget 2013-2014	Expenses Budget 2014-2015	Expenses Budget 2015-2016	Expenses Budget 2016-2017	Committed	Expend Total	Balance FY2017
Parks MSTU	1,022,567.00	176,773.00	151,555.00	122,958.00	176,212.00	1,650,065.00	399,714.00		260,145.00	197,819.40	105,960.00	100,000	(7)(8) 1,063,638.40	586,426.60
Grants	186,300.00					186,300.00	186,300.00						186,300.00	0.00
Art in Public Places	208,722.00					208,722.00	23,738.15				180,400.00	0.00	(9) 204,138.15	4,583.85
Royalties (Gaming)	246,147.98	43,689.44	42,165.03	35,026.31	37,007.10	404,035.86	224,985.60	5,937.11	a				230,922.71	173,113.15
Tree Preservation Fees	6,000.00	10,900.00	17,700.00	350.00	350.00	75,300.00	5,136.88		3,831.10	14,856.96	1,980.99		25,805.93	49,494.07
Sidewalks PILO		938.22	13,779.00	0.00	27,884.13	42,601.35							0.00	42,601.35
Parking PILO		16,000.00	2,000.00	34,000.00	250.00	52,250.00							0.00	52,250.00
Storm Water Utility Fee	26,177.25	1,920.97	8,065.48	8,132.58	9,686.16	53,982.44							0.00	53,982.44
Road Impact Fees	268,273.06	87,390.57	116,573.34	246,932.06	299,620.07	1,018,789.10	137,687.14	0.00	19,125.95	0.00	131,158.60	401,159	(10)(11)(12)(13) 689,130.69	329,658.41
Park Impact Fees	166,726.17	23,628.91	26,241.54	43,724.83	60,829.39	321,150.84	63,331.76	13,772.80	99,072.00				176,176.56	144,974.28
Building Impact Fees	70,681.00	8,318.30	18,260.11	39,594.08	32,552.15	169,405.64	8,735.09						8,735.09	160,670.55
Solid Waste	19,233.86	2,056.73	7,355.23	6,654.21	19,553.24	54,853.27	19,233.86						19,233.86	35,619.41
Impact Admin Fee	15,710.16	7,215.15	5,718.41	11,411.91	9,597.63	49,653.26	15,710.16	2,523.72	1,440.94	494.18	4.00		20,173.00	29,480.26
Multimodal Transportation	0.00	4,000.00				4,000.00							0.00	4,000.00
PFSRD Parks and Recreation	7,500.00					7,500.00	0.00	7,500.00				0	7,500.00	0.00
PFSRD Road Improvements	129,258.58					129,258.58	73,529.71						73,529.71	55,728.87
Other Miscell. Restricted	48,808.29		76,958.91	235,541.10		361,308.30	48,808.29						48,808.29	312,500.01
Sunrise Theatre Capital Fee					125,624.00	125,624.00					96,825.00		96,825.00	28,799.00
Sale of Surplus Land-FPRA	0.00	0.00	0.00	0.00	1,094,829.09	1,094,829.09							0.00	1,094,829.09
Sale of Surplus Land-Gen	0.00	0.00	0.00	0.00	50.00	50.00							0.00	50.00
Uncommitted Funds	31,139.56	4,399.72	4,930.10	7,401.94	17,038.56	64,909.88	31,139.56						31,139.56	33,770.32
	551,091.34	387,231.01	491,302.15	791,727.02	1,911,083.52	1,618,181.29	1,238,050.20	29,733.63	383,614.99	213,170.54	516,328.59	501,159	2,882,056.95	3,192,531.66

City Commission Regular Meeting

13.b.

Meeting Date: 10/02/2017

Re: Letter of Appreciation

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of letter of appreciation to Michelle Franklin, St. Lucie County Property Appraiser for their assistance following Hurricane Irma.

Attachments

Letter to M. Franklin

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/25/2017 03:00 PM
City Manager	Nick Mimms	09/25/2017 03:00 PM
Form Started By: Jennifer Robinson		Started On: 09/25/2017 02:34 PM
Final Approval Date: 09/25/2017		



September 25, 2017

Ms. Michelle Franklin, Property Appraiser
St. Lucie County
2300 Virginia Avenue
Room # 107
Fort Pierce, FL 34982

Re: Hurricane Irma Disaster Assistance and Support

Dear Ms. Franklin:

We would like to extend our sincere gratitude and appreciation for the integral part you and your staff played in assisting the City of Fort Pierce with the completion of Hurricane Irma damage assessment.

Your employees went above and beyond, and were essential in assisting us in compiling a comprehensive and complete record which could be provided to the appropriate authorities for review.

Again, thank you and your staff so much for your efforts and support to the citizens of the City of Fort Pierce.

Sincerely,

Linda Hudson
Mayor

City Commission Regular Meeting

13.c.

Meeting Date: 10/02/2017

Re:

SUBJECT:

Approval of a letter of thanks to Charlotte Bireley, Tourism and Marketing Director and the TDC for their efforts in promoting the City of Fort Pierce.

Attachments

Bireley Thank You

Form Review

Form Started By: Linda Cox

Started On: 09/26/2017 03:22 PM

Final Approval Date: 09/26/2017



THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION

Florida

October 2, 2017

Ms. Charlotte Bireley, Tourism and Marketing Director
St. Lucie County TDC
2300 Virginia Avenue
Fort Pierce, FL 34982

Re: Letter of Appreciation

Dear Ms. Bireley:

On behalf of the Mayor and City Commission, we would like to express our gratitude for the outstanding job that you and the Tourist Development Council do in representing and promoting the City of Fort Pierce. Your efforts have resulted in outstanding exposure for the City of Fort Pierce and a noticeable increase in tourism in our city and all of St. Lucie County.

Again, thank you and your staff so much for your efforts and support to the citizens and visitors of the City of Fort Pierce.

Sincerely,

Linda Hudson
Mayor

City Commission Regular Meeting

15.a.

Meeting Date: 10/02/2017

Re: City Manager's Report

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

City Manager's Report

Attachments

September 2017

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/22/2017 12:02 PM
City Manager	Nick Mimms	09/22/2017 12:03 PM
Form Started By: Jennifer Robinson		Started On: 09/16/2017 12:09 PM
Final Approval Date: 09/22/2017		

SUNRISE CITY SPECTRUM



OCTOBER 2017



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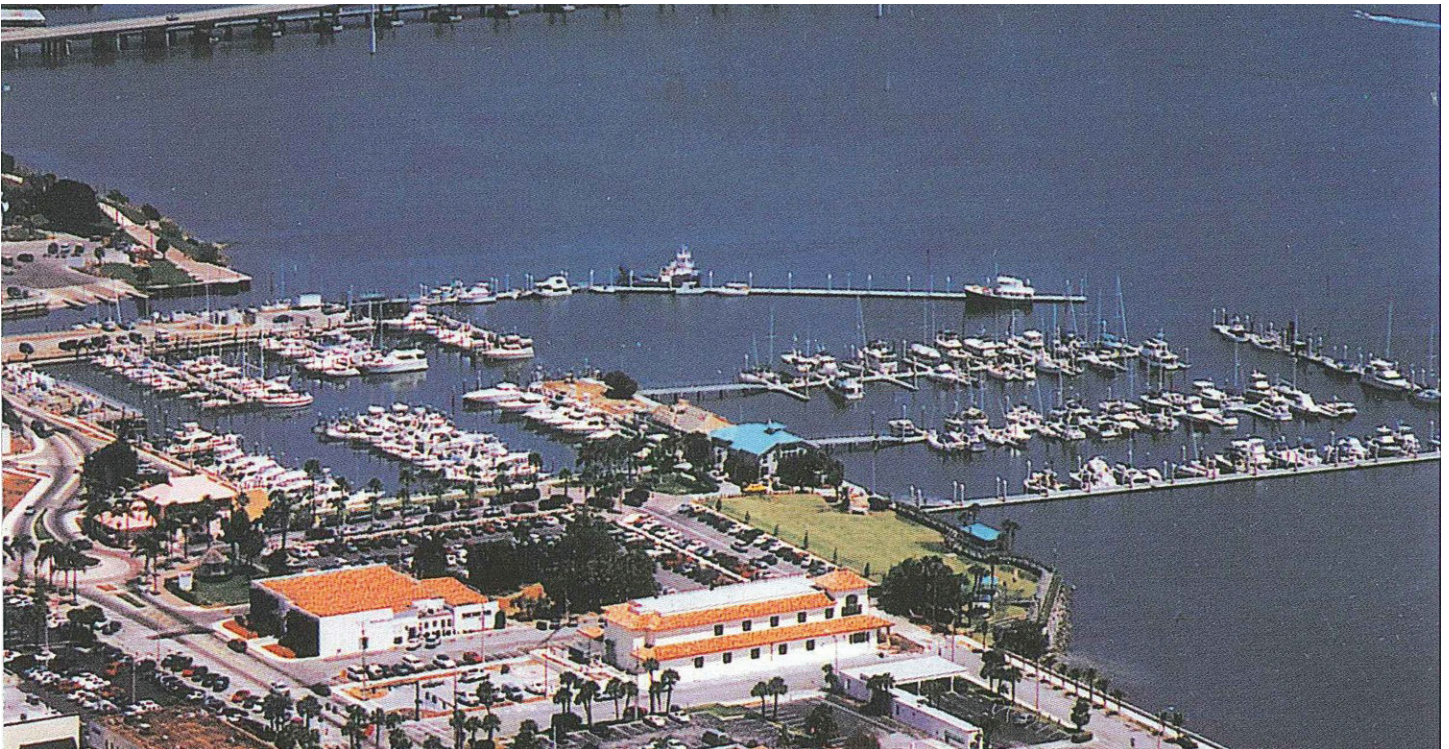
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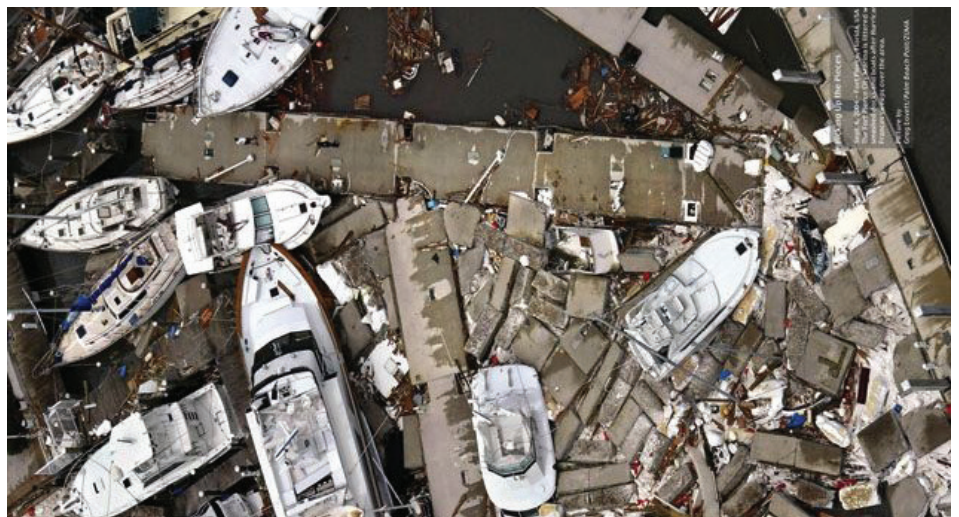


Joe Sweat,
City Manager's Office

Opened 363 days a year from sun up to sun down, the Fort Pierce City Marina doesn't seem to stop with its 7 day a week work load. With the aftermath of Hurricane Irma, I think a lot of us seemed to be going non stop. Preparation, planning, anticipation, and worry as the storm approached, especially with an uncertain track; however, that wasn't the case in 2004. The 2004 hurricanes left behind a swath of rubble, debris, and destruction with a near direct hit to Fort Pierce each time. The storms were nothing short of powerful when they made landfall with peak winds of 120 to 145 mph.

The most devastated area and most unrecognizable was the Fort Pierce City Marina. It bore the most damage with a crumbled dock system. Boats on top of boats, sailboats flipped sideways, and debris from the marina was everywhere. Recovery seemed

impossible, and the estimated damage exceeded well over \$26 million. It is human nature to survive, to keep striving, and to rise again when we fall. Hurricane Jeanne did more than trip us up, but we got back up and rose even higher. (Con't.)





As construction began on the new marina in August 2011, there was a lot of concern and anticipation of the “new islands” that it would block a beautiful river view. Complete understanding of that concern went into the build as a foundation was laid for a future Farmers Market in Marina Square. Not that it would ever take the place of that view; for it was the priority of the marina to be strong enough to withstand such an impact as Jeanne.

Fast forward a few years and the marina was receiving national recognition for the state of the art improvements and island design produced by our exceptional City Engineers. They say a ship is untested until it's tried in the waves, not in the harbor. The same is true for our precious marina. Hurricane Matthew rapidly approached our shores October of 2016 and it would be the first time our marina would see its first storm. Luckily, as bad as Matthew was projected, it stayed offshore, only producing rains and flooding. Not so much for Hurricane Irma. Though it wasn't a direct hit, it was enough to cause 22 inches of rain and flooding in addition to the amounts of uncounted debris still being picked up today. Wind gusts reached



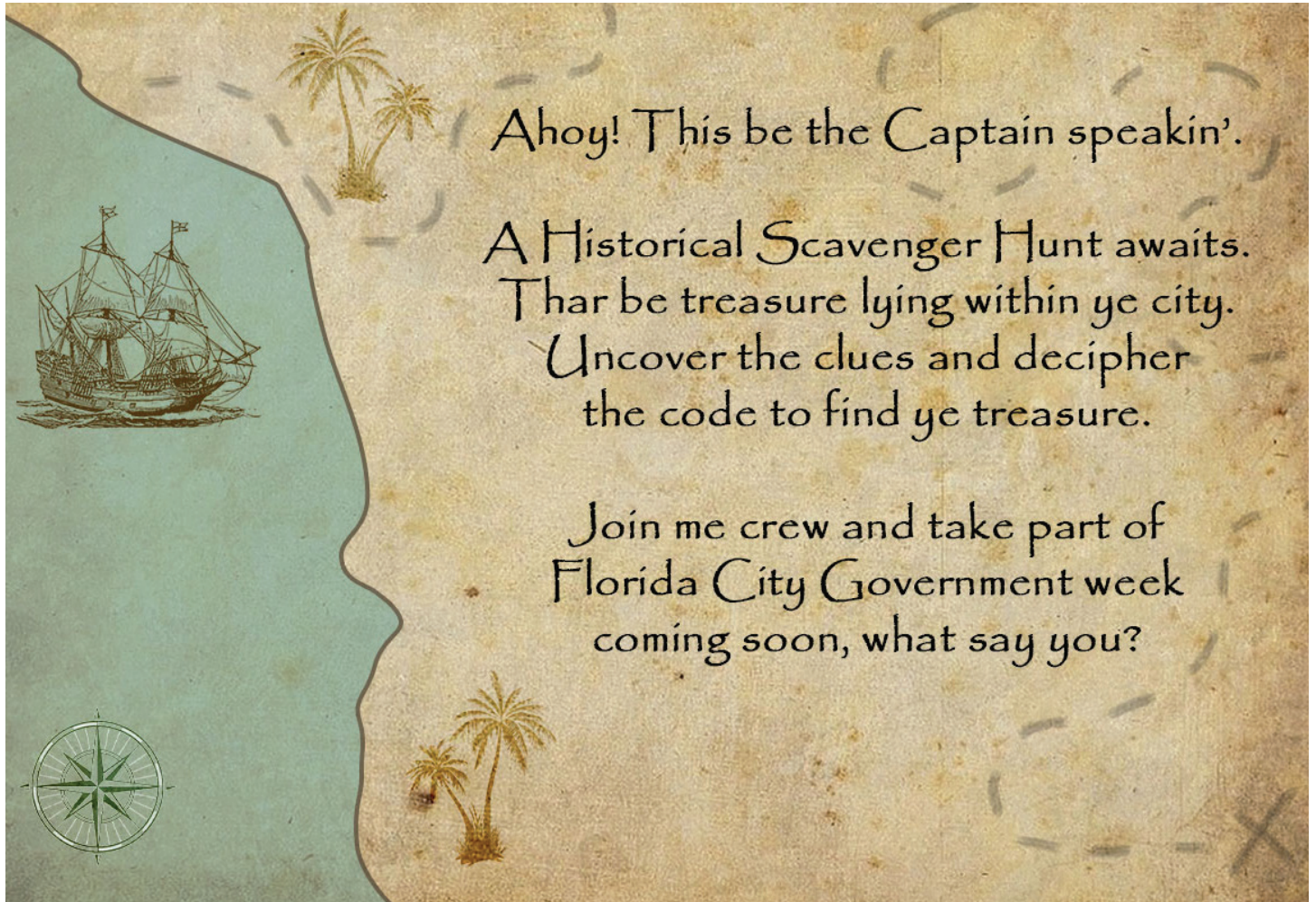


100 mph at the peak of impact and created quite the storm surge in the Atlantic. White caps and turbulent waters began slamming the marina around 6:00 pm. The Indian River was cresting over the sea wall adjacent to the marina, posing a serious threat to the newly constructed Melody Lane Fishing Pier.

There wasn't any doubt in our minds the marina would hold up despite the unsettling fear of the unknown thanks to the restoration after 2004 hurricanes. It was built to withstand such a force as Irma. City Marina Manager, Dean Kubitscheck briefly recorded the fierce storm just outside the marina from his office. High gusts, white caps and storm

surge could be seen beyond the islands creating serious waves and wake, but the marina withstood every ounce. The marina did exactly what it was built to do. We, as a City, have done more than bounce back. We were so well prepared for this storm in so many ways. From constant communication from the City Manager's office to our Public Works, Building, Code Enforcement, and Engineering departments working in overdrive to ensure every detail throughout the city was covered. Every department did more than rally together on top of scrambling just to make sure their own homes were ready. The following weekend and after

thorough inspections, Marina Square opened up its traditional Saturday morning Farmers Market. What a site for sore eyes after being cooped up looking for sunlight and a warm meal, but that is thanks in part to the marina standing its ground. This little town has heart and continually shows us time and time again. - We can be **#FortPierceProud** as we say on social media; not only did we come together during an intense time, but we proved we are *stronger together*.



Ahoy! This be the Captain speakin'.

A Historical Scavenger Hunt awaits.
Thar be treasure lyin' within ye city.
Uncover the clues and decipher
the code to find ye treasure.

Join me crew and take part of
Florida City Government week
coming soon, what say you?

COMING SOON!

Find out more in the coming weeks at
www.LoveFortPierce.com



To Honor & Serve

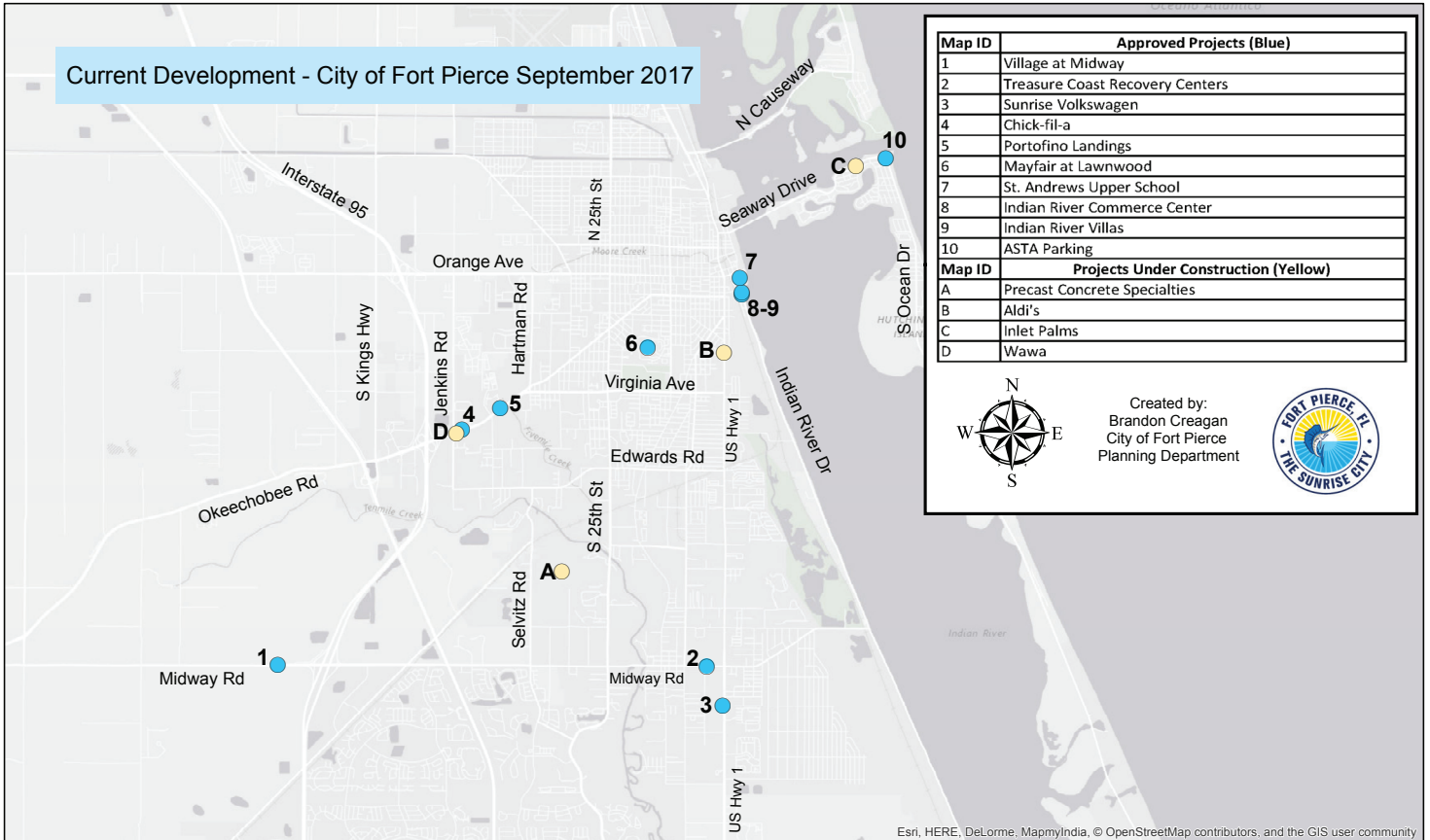
Fort Pierce Police Department

Like most city employees, Fort Pierce police officers were busy before, during and after Hurricane Irma making sure the community would be impacted as little as possible by the winds and water. All sworn officers and most of the department's support staff lived at police headquarters for a few days, working 12-hour shifts, sleeping in hallways and offices, and sharing meals and snacks prepared by department personnel. Fort Pierce Police Department Staff also were stationed at the St. Lucie County Emergency Operations Center throughout the storm and remained in constant contact with other city departments and local agencies. As Irma approached, FPPD officers remained on the streets as long as possible, and returned as soon as the winds began to slow. Efforts included rescuing citizens from flooded areas, maintaining traffic safety and being available to assist citizens with a variety of safety needs. After the storm, FPPD employees were happy to host the city's Public Works crews and other city employees, providing meals and swapping stories with their fellow first responders, who worked hard with officers to restore normalcy to the residents and businesses of Fort Pierce. And by all indications from emails and social media, citizens were very satisfied with the response.



PLOTTING THE COURSE

Fort Pierce Planning Department



CURRENT DEVELOPMENT MAP

The Planning Department has created an updated visual graphic illustrating new development. This map represents all of the current development as of August 2017. The map is divided into projects that have received site plan approval (Blue Dots) and approved site plan projects that are actively under construction (Yellow Dots). Aldi's, Inlet Palms, Precast Concrete Specialties and Wawa are recently approved projects under construction. This map will also be available on the Planning Departments website. <http://www.cityoffortpierce.com/DocumentCenter/View/3903>



Sunrise Volkswagen is looking to be the latest car dealership to come to Fort Pierce. They will be located right next to Sunrise Ford along US 1. They want to build a sales center and a parts and service center. Above is a rendering of what the exterior of the sales center will look like.

FORTPIERCETOURS.COM



Zoo Male Houston
DUST TRACKS
HERITAGE
TRAIL

FORTPIERCETOURS.COM

I was made for sunny days.

Plenty of adventure
here in beautiful
Fort Pierce!



SUNRISE THEATRE

The Best Entertainment on the Treasure Coast • 2017/18 Season

TICKETS ON SALE TO MEMBERS NOW!

 Mature Audience Only The Naked Magicians Fri., Oct. 13	 Tom Jackson Band BB Sat., Nov. 18	 Tango Buenos Aires Sun., Nov. 26	 Mingyi Jiang & A Collection of Songs from the Republic of China Theatre Thurs., Nov. 30	 A Charlie Brown Christmas Thurs., Dec. 21	 Sister's Christmas Catechism BB • Fri., Dec. 22 • Sat., Dec. 23	 HOLIDAY SPECIAL National Touring Company of Christmas Wonderland Sat., Dec. 23
 State Ballet Theatre of Russia The Nutcracker Fri., Dec. 29	 National Touring Company of One Night In Memphis Fri., Jan. 5	 Mature Audience Only Brad Garrett Thurs., Jan. 11	 National Touring Company of A Night With Janis Joplin Sat., Jan. 13	 Memories of Elvis Chris MacDonald Fri., Jan. 19	 From pop to pop...the evolution of a sound!! The Doo Wop Project Sun., Jan. 21	 National Touring Company of Gobsmacked! Fri., Jan. 26
 Masters of Illusion Sun., Jan. 28	 A 1940's Musical Revue In the Mood Wed., Jan. 31	 The Original From London's West End ABBA Mania Sat., Feb. 10	 4 Stars from the Original Broadway Cast of Jersey Boys The Midtown Men Wed., Feb. 14	 A Tribute to The Beach Boys The Beach Boys Thurs., Feb. 15	 National Touring Company of Rhythm of the Dance Sun., Feb. 18	 Legendary Performers with Frankie Valk, Carlos King, Cat Stevens & More! The Hit Men Fri., Feb. 23
 Neil Sedaka Sat., Feb. 24	 Michael McDonald Sat., Mar. 3	 A Tribute to The Eagles Hotel California Wed., Mar. 21	 An Exhilarating Musical of Valley, Pop and Rock The StopCrew Fri., Mar. 23	 Heart by Heart Fri., Apr. 13	 National Touring Company of A Chorus Line Tue., Apr. 17	 Chris Botti Thurs., Apr. 19
 One Night of Queen Sat., Apr. 21	<p>TICKETS ON SALE TO THE PUBLIC SEPTEMBER 5TH BECOME A MEMBER TODAY FOR AS LITTLE AS \$75! Members get advance notice of shows, discounts on tickets, Meet & Greet opportunities and more! Members also receive exclusive discounts from local businesses! Additional shows and attractions will be added throughout the season.</p>					

For tickets, call 772.461.4775 or visit SunriseTheatre.com
117 South 2nd Street in Historic Downtown Fort Pierce

*BB = Black Box



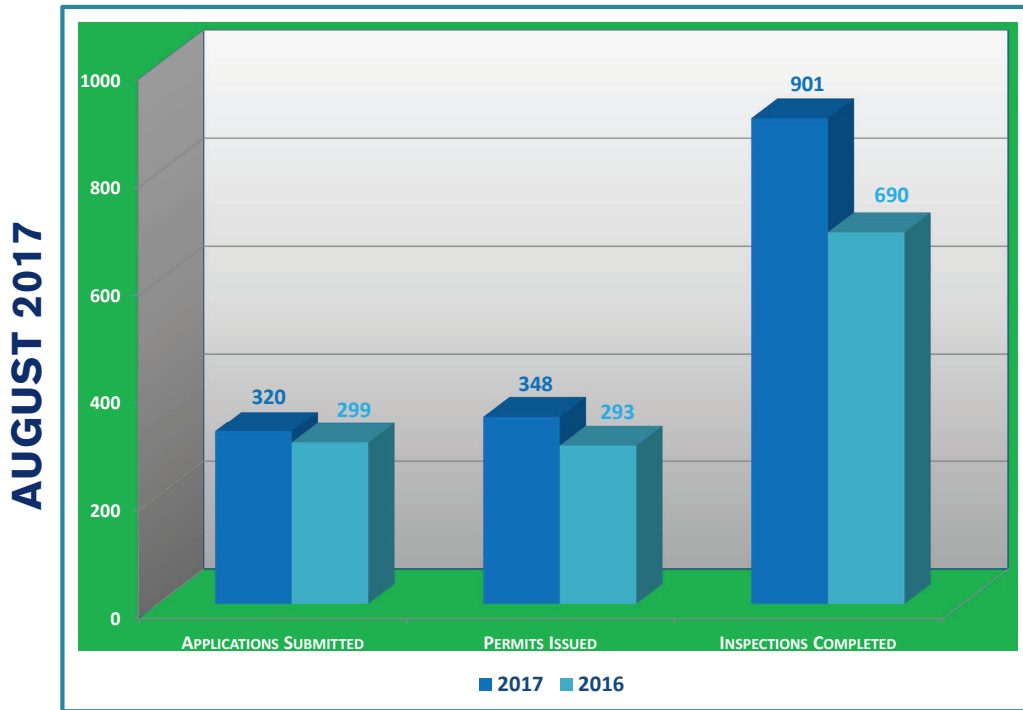


3609 E Wilderness Dr.- Following Hurricane Irma, Floodplain Reviewer Kristie Kirstein had an opportunity to perform field inspections in some of the areas heavily impacted by flooding. Generally, the Wilderness Drive area has a base flood elevation of 9 feet, meaning that all new construction or buildings that are substantially damaged or substantially improved must be elevated to at least 9 feet. During the initial assessment, the water was too high in this community for our assessment team to gain access. This photo was taken after the water had subsided to a safe level, and Ms. Kirstein estimates that it was still approximately 2 ½ feet deep during her assessment.



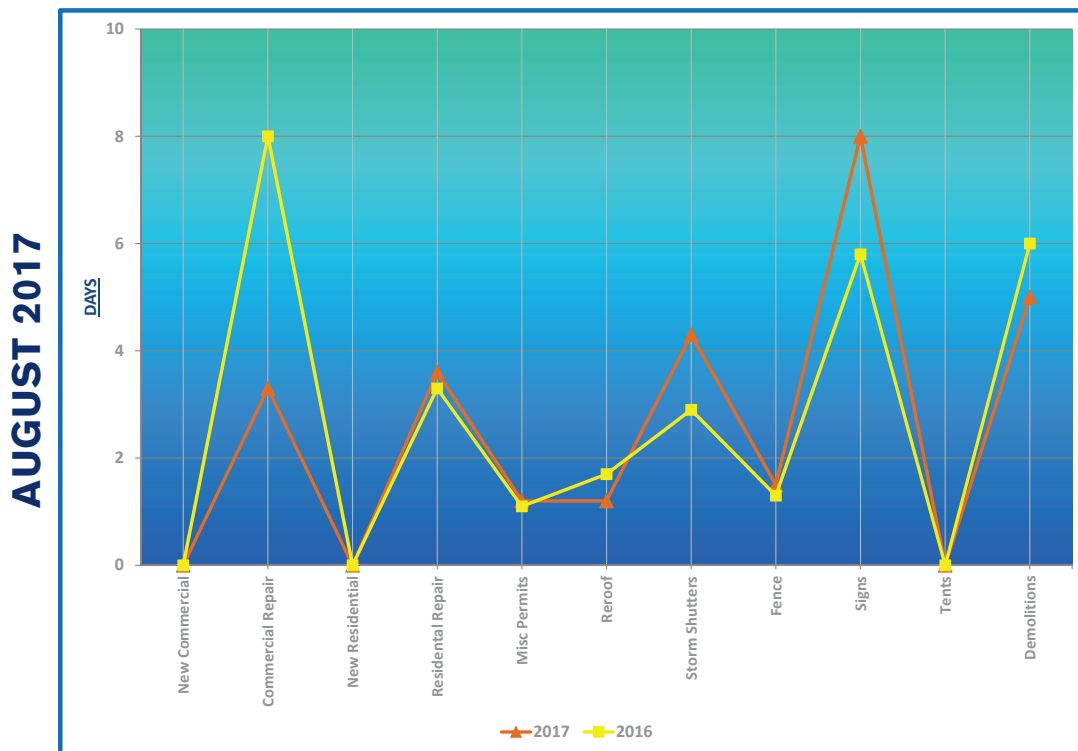
5575 Okeechobee Rd.- The Elpex Goodyear at the corner of Okeechobee Rd and Jenkins Rd has been a landmark and successful business in the City for many years. This picture was taken while the building was being demolished. Once the site is cleared, construction will begin for the City's first Wawa!

BUILDING PERMIT ACTIVITY REPORT



PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.





GETTING IT DONE

The City of Fort Pierce was once again faced with a major hurricane aiming for a direct hit on our community. Fortunately, like with Hurricane Matthew, Fort Pierce was spared the devastation of a category 4 storm when Irma took a more westward track. Unfortunately, Irma did not leave quietly dumping unprecedented rainfall and a bit of a mess with fallen trees and debris as well as power outages.

Fresh off a recent storm just eleven short months ago, the Public Works Department Team stood poised for the challenge. On the morning of September 5th, crews began readying the City, its infrastructure and facilities for the storm. Buildings were boarded up, the storm water system cleared of debris and additional sanitation trucks were put out to ensure all customers were serviced before the storm and grapple trucks ran until mid-day on September 9th to capture as much of the recently cut vegetative debris as possible.



As the storm approached, 14 dedicated employees left their families and rode the storm out with 2 individuals stationed at the EOC ready to relay pertinent information to our Team and 12 courageous staff members staying at the PWD compound with equipment ready to roll out and assist with clearing the roads for emergency personnel as soon as the winds safely subsided.



Before sunrise on September 11th, 3 crews with 4 members each headed out with routes to clear utilizing front end loaders, chainsaws and dump trucks. Their initial goal was to clear major roadways and ensure that rescue personnel had an unobstructed route to the hospital. By noon on the 11th, all of the major roadways were passable and crews began working on the side streets.

By the close of business on September 15th, our facilities had been assessed and secured, roadways were cleared and all of our City Parks were open to the public. On the 16th, the Farmer's Market was held as scheduled and the River Walk Center hosted a wedding.

Often the work they do goes unnoticed but the women and men of the Public Works Department take great pride in restoring normalcy to our community. It is an honor to work with such a dedicated group.



UPCOMING RIVER WALK CENTER EVENTS:

- OCTOBER 6TH - FRIDAY FEST - MARINA SQUARE - 5:00 PM - 9:00 PM
- OCTOBER 7TH - OKTOBERFEST - N 2ND ST BET. AVE A & ORANGE AVE - 11:00 AM - 2:00 AM
- OCTOBER 14TH - INDIAN RIVER LAGOON SCIENCE FESTIVAL - RIVER WALK CENTER - 10 AM - 3:00 PM
- OCTOBER 14TH - LIGHTING IT UP FOR ANDREW 5K WALK / RUN - ST. LUCIE MUSEUM PARK - 5:00 PM - 9:00 PM
- OCTOBER 20TH - ZOMBIE RUN - DOWNTOWN AREA (SAILFISH BREWERY) 6:00 PM - 8:00 PM
- OCTOBER 21ST - CHOW DOWN FOOD TRUCK - VETERANS PARK MEMORIAL - 4:30 PM - 9:00 PM
- OCTOBER 28TH - SANDI PAW'S PET & PEOPLE WALKATHON - MARINA SQUARE - 3:00 PM - 7:00 PM
- OCTOBER 29TH - PRAISE ON THE MARINA - MARINA SQUARE - 4:00 - 8:00 PM

RIVER WALK CENTER SALES REPORT AUGUST 2017

CLASSES	\$ 1,343.65
PARK PERMITS	\$ 2,200.00
SPECIAL EVENTS	\$ 1,450.00
GARDEN CENTER	\$ 1,042.16
MARAVILLA CENTER	\$ 927.89
OLD CITY HALL	\$ 1,347.20
RIVER WALK CENTER	\$ 3,797.64
YOUTH ACTIVITIES (HDRC)	\$ 200.00
TOTAL	\$12,308.54



INDIAN HILLS SALES REPORT

	7/2017	8/2017
Golf Rounds	2173	2060
Golf Fees	\$35,961.00	\$33,937.69
Range Tokens	\$1,164.27	\$1,079.97
Membership Pass	\$520.00	\$780.00
Food & Beverages	\$3,282.14	\$2,557.51
Merchandise	\$1,658.18	\$1,245.37
Total	\$42,585.59	\$39,600.54



CITY MARINA FINANCIAL REPORT

	JUNE	JULY	AUGUST
Dockage Reservations	135	73	48
Monthly Dockage	\$105,874.49	\$110,621.92	\$103,257.42
Transient Dockage	\$54,374.82	\$26,045.40	\$24,665.90
Electricity	\$4,390.21	\$2,969.32	\$2,547.37
Retail	\$14,457.02	\$14,929.02	\$12,138.79
Gas Sales	\$38,659.68	\$28,316.42	\$29,884.56
Diesel Sales	\$81,779.88	\$45,002.20	\$39,558.63
TOTALS	\$299,536.10	\$227,884.28	\$212,052.67



After announcing the upcoming 2017/18 Season and putting tickets on sale to the public on September 5, the Sunrise Theatre shut down and prepared for Hurricane Irma. Upon returning to the theatre, considerable damage was found throughout the building. Many areas had to be sealed off in order to remove water that had come in through the walls and roof and prevent mold from growing and spreading. In the box office, all of the carpeting had to be removed due to flooding and mildew. Fortunately, measures were taken to protect equipment during the storm, and the box office staff had everything up and running and were selling tickets within a short amount of time. Many areas including the Friends Lounge, main lobby and the theatre proper have peeling paint, drywall damage, and soaked carpeting. All of these issues and more are currently being assessed and addressed.





SUNRISE THEATRE FINANCIAL REPORT

Date	Show	Attendance	Total Expense	Total Revenue	Gain/(Loss)
8/4	Missoula Childrens Theater/Gulliver's Travel	147	\$6,588.09	\$7,322.16	\$734.07
8/5	IMPACT	N/A	\$1,445.98	\$74.00	(\$1,371.98)
8/13	Summer Movie/Hidden Figures	500	\$640.50	\$1,273.33	\$632.83
8/20	Summer Movie / Star Wars	248	\$776.19	\$1,279.33	\$503.14
8/27	Summer Movie / Grease	314	\$785.43	\$1,268.33	\$482.90
Date	Rental	Attendance	Total Expense	Total Revenue	Gain/(Loss)
8/1-31	Jazz Jam	115	\$725.76	\$728.00	\$2.24
8/1-31	Comedy Corner	302	\$4,064.53	\$6,785.00	\$2,720.47
TOTALS			\$15,026.48	\$18,730.15	\$3,703.67



WELCOME TO FORT PIERCE!

ADAMS, PATRICIA B. | UNCLASSIFIED

AIRCRAFT GROUND EQUIPMENT CORP |
MERCHANT-\$10,000 N/E \$30,000

AMERICAN BATHTUB RESURFACING |
REPAIR SHOP

AMERITEL OF FORT PIERCE, LLC |
MERCHANT-OVER \$50,000

ANGLER'S LANDING LLC | MOTELS

ATLANTIC CIVIL ENGINEERING, INC |
ENGINEERS

BEACH CAB LLC | TAXI/AUTO

BRIGHT WINDOWS BY DRA |
CLEANING SERVICE

C.G. TAYLOR CONTRACTING INC |
CONTRACTORS, GENERAL OR SPECIALTY

CASTRO, ALYSSIA | BEAUTY SHOPS

CHRYSLIS HEALTH INC | SCHOOL
FACILITY

EBANKS, VIVIAN | CLEANING SERVICE

FREEDOM BAIL BONDS OF THE T.C.
| BONDS

GAMUZA SERVICES LLC |
CLEANING SERVICE & HANDYMAN

JAMMBAR ISLAND BBQ | VENDOR

JAY ROBERTS DESIGN, LLC
| INTERIOR DECORATORS

JOE'S ELECTRIC OF ST LUCIE CO. |
CONTRACTORS, GENERAL OR SPECIALTY

JSM PARTNERS, LLC |
REAL ESTATE DEVELOPMENT &
PROPERTY MGMT

LAVENTURE & ASSOCIATES, INC. |
SURVEYORS

MCCLAIN, JAMES | MOTELS

MONTY & ASSOCIATES, LLC |
BOOKKEEPING SERVICE

P&R HANDYMAN LLC | HANDYMAN-
REPAIRS NOT REQUIRING A PERMIT

PANTHER TOWING, INC |
MOTOR VEHICLE

RIB SHACK BBQ | VENDOR

SALTY'S WATERSPORTS LLC |
BOATS-FOR HIRE

T-MOBILE FINANCIAL, LLC |
TELECOMMUNICATIONS

T-MOBILE LEASING, LLC |
TELECOMMUNICATIONS

T-MOBILE SOUTH, LLC |
MERCHANT-NOT EXCEEDING \$10,000

TM & D SOLUTIONS SERVICES LLC |
HANDYMAN-REPAIRS NOT REQUIRING A
PERMIT

TREASURE COAST DELIVERED GOODS |
UNCLASSIFIED

TRUE CHOICE DETOX, LLC |
HOSPITALS, SANITARIUMS,ETC.

WAUTERS, DEBORAH |
ICE CREAM PEDDLERS - EACH VEHICLE

WILLIE HARPER CLEANING SERVICER |
CLEANING SERVICE



FREE COMMUNITY EVENTS

EVENT	DATE	TIME	LOCATION
FORT PIERCE FARMER'S MARKET	EVERY SATURDAY	7:00 AM - 1:00 PM	MARINA SQUARE
GREEN MARKET	EVERY WEDNESDAY	12:00 PM - 6:30 PM	MARINA SQUARE
AVENUE D MARKET	EVERY FRIDAY AND SATURDAY	8:00 AM - 10:30 PM	AVENUE D PLAZA
CITY COMMISSION MEETING	10/2	6:30 PM	CITY HALL
FRIDAY FEST	10/6	5:30 PM - 9:00 PM	MARINA SQUARE
3RD ANNUAL LIGHTS ON AFTERSCHOOL	10/12	4:30 PM - 7:30 PM	PAL CENTER
IRL SCIENCE FESTIVAL	10/14	10:00 AM - 3:00 PM	VETERANS MEMORIAL PARK
COFFEE WITH THE MAYOR	10/20	8:00 AM - 9:00 AM	FORT PIERCE YACHT CLUB
FIRE STATION OPEN HOUSE	10/20	5:30 PM - 7:30 PM	FIRE STATION 721 AVE D.
PACE Center for Girls Present: Hope Flows	10/20	7:30 PM - 8:30 PM	SUNRISE THEATRE



Mission Statement

To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work.

WWW.CITYOFFORTPIERCE.COM ■ [FACEBOOK.COM / FTPIERCE](https://FACEBOOK.COM/FTPIERCE)