

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, October 16, 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** - Pastor Charles Hendley, Greater Mt. Pleasant Primitive Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of minutes from the September 25, 2017 special meeting and October 2, 2017 regular meeting.
6. **PROCLAMATIONS**
 - a. Florida City Government Week Proclamation
7. **LETTERS TO COMMISSION**
 - a. Email from Mallory Cunningham thanking Mayor Hudson for her wonderful day at City Hall as the Mayor for the Day, and from her mother, Christina Cunningham, thanking the Mayor and staff for providing a wonderful experience for Mallory.
 - b. Letter from Nikol Agoston thanking Police Officer Cheryl Glenn-Reed for her helpfulness and attentive response that saved her mother's life.
 - c. Email from David Cummings commending Police Officer McNeal for his professionalism and high degree of care and concern demonstrated during the return of their missing family pet.
 - d. Letter from Capt. Sam Crutchfield commending Police Officer Fullen for her professional handling of a domestic event at his home.

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 of Department of Health in St. Lucie County by Clint Sperber, Health Officer and Administrator.

11. **CONSENT AGENDA**

- a. Approve contract between the City of Fort Pierce and the Teamsters Union for the period of October 1, 2017 to September 30, 2020.
- b. Approve the contract between the City of Fort Pierce and the Coastal Florida Police Benevolent Association for the period of October 1, 2015 through September 30, 2018.
- c. Approval of Interlocal Agreement with St. Lucie County for the Placement of Transit Bicycle Share Stations in City Right-of-way and Parks.
- d. Approve Close Construction, LLC as the lowest responsive bidder to Bid No. 2017-028 for an amount not to exceed \$29,500 for rehabilitation of 319 North 27th Street, funded through the State Housing Initiatives Partnership (SHIP) program.
- e. Approval of Change Order No. 2 for Bid No 2016-016 "Furnish and Install Asphaltic Concrete" for 2017 Street Resurfacing needs to Lynch Paving of Okeechobee, Fl. in an amount not to exceed \$114,630.00.
- f. Request approval and execution of the First Amendment to Melody Lane Parking Lot Interlocal Agreement with Saint Lucie County.
- g. Approve Blanket Purchase Orders for the Sunrise Theatre in the amount not to exceed \$421,884.00

12. **PUBLIC HEARINGS**

- a. Quasi-Judicial Hearing - Application submitted by Kevin Degolier is requesting to secure a 4COP – Beer, Wine, Liquor License to offer sale of alcohol, at 658 N. 2nd Street, Fort Pierce, Florida; for consumption on premises subject to conditions. The sale or distribution of alcoholic beverages for consumption on premises requires a Waiver of Distance from Sec. 3-7 and Sec. 3-14 to operate within 1,600 feet of a church, school or other licensed establishments. The property is zoned C-6, Marine Commercial Commercial Zone (Parcel ID 2403-801-0006-000-4).
- b. Quasi-Judicial Hearing - Application for Site Plan and Design Review submitted by property owner, William L Sax and Representative Jeff Falkanger, AIA of FSMY Architects & Planners, to construct a 27,501 sq. ft. addition to an existing warehouse facility at 903 South Market Ave, Fort Pierce, FL. The property is zoned Light Industrial (I-1). Parcel ID: 2434-601-0063-000-3.
- c. Quasi-Judicial Hearing - Application for Conditional Use with no new construction submitted by property owners, Stephen Fink, Judy Fink, & Howard Levy and Applicant Mike Mirando, to establish an Amusement Arcade Center with 52 arcade machines at 2732 S US Highway 1, Fort Pierce, FL subject to conditions. The property is zoned General Commercial (C-3), Parcel ID: 2422-311-0002-000-1.

13. **CITY COMMISSION**

- a. Resolution 17-R34 Supporting IRSC's legislative funding request to construct the Treasure Coast Advanced Manufacturing Center along with a letter of support to the Governor, Senate President and Speaker of the House.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

City Commission Regular Meeting

5.a.

Meeting Date: 10/16/2017

Re:

SUBJECT:

Approval of minutes from the September 25, 2017 special meeting and October 2, 2017 regular meeting.

Attachments

09.25.2017

10.2.2017 Regular Mtg Mins

Form Review

Form Started By: Linda Cox

Started On: 09/28/2017 04:51 PM

Final Approval Date: 09/28/2017

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 5:05 P.M. ON MONDAY, **SEPTEMBER 25, 2017.**

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 5:05 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Absent: Commissioner Reginald Sessions

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

4. NEW BUSINESS

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

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

ORDINANCE NO. 17-030 - 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.

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 17-030.

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

Passed

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

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

ORDINANCE NO. 17-031 - 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.

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 Rufus Alexander to approve Ordinance 17-031.

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

Passed

5. ADJOURNMENT

Mayor Hudson adjourned the meeting at 5:09 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, **OCTOBER 2, 2017.**

1. CALL TO ORDER

2. OPENING PRAYER - Pastor Elder Eldrew Baldwin, First Bethel Missionary Baptist Church

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

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

Mayor Hudson issued the proclamations.

- a. Lights on Afterschool Proclamation
b. Public Utility Week Proclamation
c. Parents of Murdered Children Proclamation

7. LETTERS TO COMMISSION

The following letters will be kept on file in the City Clerk's office.

- 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

There were no public comments from the public.

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve item 9a.

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

Passed

10. MISCELLANEOUS REPORTS

- a. Doug Coward, Executive Director with Solar and Energy Loan Fund (SELF) spoke about the many ways in which they help 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. Mr. Coward presented three financing options for home owners in the community, especially for those living on a fixed income.

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.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve items 11a - 11c.

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

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

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, did not have anything to add.

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 Thomas Perona to approve Ordinance 17-032.

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

13. CITY COMMISSION

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

Johnna Morris, Finance Director, presented the Monthly Financial Report for August 2017. As the Finance Department reconciles total accounts and final invoices for the fiscal year they will have the final numbers as to what the needed transfers will be for the Golf Course and Sunrise Theatre.

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

Commissioner Thomas Perona expressed he saw Ms. Franklin evaluating the homes in Fort Pierce immediately after Hurricane Irma and commended her commitment and work ethic.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve item 13b.

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

Passed

- 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.

Commissioner Rufus Alexander expressed how he's seen the city of Fort Pierce increase in tourism and commended the TDC for the great job they are doing. Mayor Hudson agreed. Commissioner Reginald Sessions attributed a lot of the positive things happening in our city to the TDC.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve item 13c.

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

Passed

14. COMMENTS FROM THE PUBLIC

Luca Fontaine Bradley spoke.

15. COMMENTS FROM THE CITY MANAGER

- a. City Manager's Report

City Manager, Nicholas Mimms, spoke about the progress made post Hurricane Irma and the speed of the debris removal process. Michael Reals, Public Works Manager, addressed the struggles to rehabilitate the city after the hurricane, how many routes have been completed and how many are left. The staff members of the Public Works Department are working diligently and arduously six days a week in order to get this tumultuous job completed. Because Hurricane Irma affected the entire state of Florida, versus just a few counties, most contractors have headed farther south where there was more damage leaving us to our own devices and making this a time consuming job for our city and staff. The City Manager is projecting this job will be completed by the holidays.

On October 10, 2017 the St. Lucie County Board of County Commissioners will hold a meeting to discuss the sales tax on infrastructure projects.

There was substantial damage to the Orange Blossom Business Center. There were several hundred employees and students displaced because of the flooding. While notice has been provided, guidelines and rules from the State must be followed.

The Department of Justice (DOJ) notified us they are changing their Collaborative Reform Initiative of the Office of Community Oriented Policing Services. Chief Diane Hopley-Burney submitted a letter to the DOJ in hopes that they will continue to work with our local Police Department.

There will be a St. Lucie County joint meeting on October 26, 2017 to discuss annexation, 2018 sales tax initiative, waste water treatment plant, and port development. City Attorney, James Messer, expressed how impressed he was with how dynamic the members comprising the limited Charter Review Commission are, and believes they will come before the Commission and present several different constructive and progressive alternatives.

16. COMMENTS FROM THE COMMISSION

Commissioner Thomas Perona thanked the staff again with the help at Percy Peak, as well as, the volunteers. He felt proud to form a part of this city's administration and being a resident of this city.

Commissioner Rufus Alexander also thanked the volunteers and staff.

Commissioner Jeremiah Johnson found the City Manager's report, as well as, the Building Department's permit activity to be very encouraging.

Mayor Linda Hudson thanked the Hibiscus Neighborhood for attending the Commission Regular Meeting. She also thanked all of the volunteers for their arduous work and their commitment to our city and community.

17. ADJOURNMENT

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

6.a.

Meeting Date: 10/16/2017

Re:

SUBJECT:

Florida City Government Week Proclamation

Attachments

FL City Government

Form Review

Form Started By: Linda Cox

Started On: 10/02/2017 03:17 PM

Final Approval Date: 10/02/2017

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of October 23-29, 2017, as:

Florida City Government Week

in the City of Fort Pierce in order to encourage all citizens, city government officials and employees who do everything possible to ensure that this week is recognized and celebrated accordingly.

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 16th day of October, 2017.

MAYOR COMMISSIONER

City Commission Regular Meeting

7.a.

Meeting Date: 10/16/2017

Re: Email from Mallory and Christina Cunningham

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Mallory Cunningham thanking Mayor Hudson for her wonderful day at City Hall as the Mayor for the Day, and from her mother, Christina Cunningham, thanking the Mayor and staff for providing a wonderful experience for Mallory.

Attachments

Email from Mallory and Christina Cunningham

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/09/2017 08:42 AM
City Manager	Nick Mimms	10/09/2017 02:05 PM
Form Started By: Jennifer Robinson		Started On: 09/29/2017 09:55 AM
Final Approval Date: 10/09/2017		



To: Jennifer D Robinson/cfp@cfp,
Cc:
Bcc:
Subject: Fw: Fwd: Mayor for the Day
From: Nicholas Mimms/cfp - Friday 09/29/2017 07:31 AM

From: kaylory@hotmail.com
To: LCox@City-FtPierce.Com, mallybean4@outlook.com, lhudson@city-ftpierce.com
Cc: cmouring@bellsouth.net
Date: Sep 27, 2017, 2:02:12 PM
Subject: Mayor for the Day

Dear Mayor Hudson,

I would like thank you tremendously for a wonderful day at city hall.
I enjoyed learning and watching what it takes to run a city.
Your kind heart and generous spirit made all the more of this experience. I would like to come back and visit you again soon.
This was such a fun and interesting experience that I will never forget.
Thank you again.

Much love,
Mallory Cunningham.

Dear Mayor Hudson and staff,

Thank you for the wonderful experience you provided for Mallory.
She felt so special.
Kudos to the entire staff at city hall who all greeted her warmly, and added to the magical experience.
What a beautiful city Fort Pierce is.
No doubt the city's beauty is a reflection of its people.

Christina Cunningham

City Commission Regular Meeting

7.b.

Meeting Date: 10/16/2017

Re: Letter from Nikol Agoston

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Nikol Agoston thanking Police Officer Cheryl Glenn-Reed for her helpfulness and attentive response that saved her mother's life.

Attachments

Letter from Nikol Agoston

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/09/2017 08:44 AM
City Manager	Nick Mimms	10/09/2017 08:44 AM
Form Started By: Jennifer Robinson		Started On: 10/04/2017 09:43 AM
Final Approval Date: 10/09/2017		

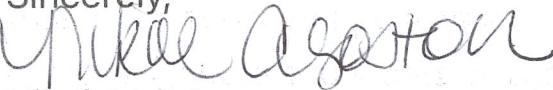
Chief Diane Hobley-Burney,

On Friday August 25, 2017 I had left for work around 7:00 am. When I arrived I was talking to a couple of co workers when my phone rang at around 7:35. My mom called me saying she fell and hurt her arm so I replied I'm on my way home.

I was heading north on US 1 when I looked up in the rear view mirror and seen what I thought was a police car. I said to myself at this point I don't care if I get pulled over or not. The cruiser got closer to me and then next to me, the officer turned her lights on and I got a glance. I looked over at her and she motioned for me to slow down, I mouthed the words "No my mom fell", she again motioned for me to slow down and I replied "no my mom fell". She then rolled her passenger window down and I rolled my driver window down. She then said slow down I said I can't my mom fell she then said "go ahead" and moved in behind me and followed me onto my house.

We got inside and she called for rescue and they took mom to Lawnwood Regional Medical Center and Heart Institute. Long story short she saved my moms life and I can't thank her enough. I believe she should have given me a speeding ticket or an arrest for not doing what she asked. My mom ended up suffering from a mild heart attack, broken shoulder, broken arm, broken rib, torn ligaments in knee, broken facial bones and a open cut on her ankle. My mom went thru pure hell and I would like to recognize Police Officer Cheryl Glenn-Reedas she was very helpful and attentive to my needs of getting home and getting my mom the care she needed. My mom is alive to this day because of this Officer going above and beyond the call of duty!

Sincerely,



Nikol Agoston

524 Tropical Isles Circle

Fort Pierce, Florida

34982

513-341-3353

RECEIVED

SEP 6 2017

CHIEF'S OFFICE/FPPD

City Commission Regular Meeting

7.c.

Meeting Date: 10/16/2017

Re: Email from David Cummings

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from David Cummings commending Police Officer McNeal for his professionalism and high degree of care and concern demonstrated during the return of their missing family pet.

Attachments

Email from David Cummings

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/09/2017 08:43 AM
City Manager	Nick Mimms	10/09/2017 08:43 AM
Form Started By: Jennifer Robinson		Started On: 10/04/2017 08:36 AM
Final Approval Date: 10/09/2017		



To: Jennifer D Robinson/cfp@cfp,
Cc: "Diane Hobley-Burney" <dhobley-burney@fppd.org>,
Bcc:
Subject: Fw: Re: Letter of compliment.
From: Nicholas Mimms/cfp - Wednesday 10/04/2017 08:01 AM

History: This message has been replied to.

From: davetcummings@yahoo.com
To: ludson@city-ftpierce.com
Cc:
Date: Oct 3, 2017, 11:47:16 PM
Subject: Letter of compliment.

Hello Mayor Hudson,

I wanted to take a moment to pass along a compliment for an officer in the Ft. Pierce Police Department. Naturally, after the hurricane and all of the problems it brought, there was already a high degree of stress and frustration just trying to get back to normal. It was certainly not the time to have a person enter your yard and steal your family pet of 11 years. Yet when I reached out to the city for help, the police department responded quickly as if it were the most important call of the day. The responding officer (McNeal) demonstrated a high degree of care and concern and treated the matter like any other significant crime. He coordinated with the Saint Lucie dispatcher (Melissa) to make contact with a couple who "found" our dog but were reluctant to hand him over. Our dog is a UKC champion American Eskimo (photos attached). In fact, this couple who had him seemed exceptionally prone to keep him and were suddenly about to head to Georgia. Despite this, Officer McNeal used his negotiating skills to keep them in town and to have them bring our dog to a half-way point so we could make an ID confirmation. In the meantime, I used my due diligence to get the dog's microchip ID records to prove the animal was mine. They met with us and officer McNeal, but kept the dog on a short leash and away from us. To be honest, the dog almost seemed like a different animal due to his delayed response, but fortunately due to Officer McNeal's efforts we recovered our beloved pet within hours of contacting the police department. When we took the dog home we observed that he had been sedated by the couple. They also lied to the officer about the color of his original collar and his tags were missing when they returned him to us. In addition, the Facebook pages of the couple show separate posts with a picture of our dog where they each claim he was "found" at completely different locations miles apart (His: South Indian River Dr) (Hers: Marina Dr & Flotilla Terrace) Neither matched their story that the dog just "wandered" into their yard, unless he went 5 miles, crossed the inter-coastal Causeway drawbridge and then walked all the way to the end of Hutchinson Island to Flotilla Terrace. A person who observed our dog's theft described a woman with her hair up - wearing yoga pants who took the dog into a large white truck or SUV partially concealed behind our wall. Of course the woman the officer and I met had here hair up, was wearing yoga pants and her boyfriend was driving a large white truck. Unfortunately, the sun's angle on our home security cameras prevented a clear visual of the thief's face, otherwise charges would have been pursued. This couple also advertised on their Facebook another expensive dog (an Australian Sheppard) that "happened" to be found one block from our house on Orange Ave on the same day our dog was taken. I have kept screenshots of these posts in case any other dogs in the area go missing. These posts of course have now been removed.

In the end, we must all recognize that shady people do exist and they come in all shapes and sizes, but we must also recognize the heroes we count on to stop them. Officer McNeal was our family's hero that day and he is a fine reflection of professionalism in every way. He brings great credit to his department, our new chief, and ultimately our city!

Linda, I wish you a wonderful day and as always, we thank you for all that you do for our city. Keep up the great work!

God bless,
Dave Cummings and family

City Commission Regular Meeting

7.d.

Meeting Date: 10/16/2017

Re: Letter from Capt. Sam Crutchfield

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Capt. Sam Crutchfield commending Police Officer Fullen for her professional handling of a domestic event at his home.

Attachments

Letter from Capt. Sam Crutchfield

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/09/2017 08:43 AM
City Manager	Nick Mimms	10/09/2017 08:44 AM
Form Started By: Jennifer Robinson		Started On: 10/04/2017 09:37 AM
Final Approval Date: 10/09/2017		

Event # 170926720

Sept. 19, 2017

Chief Diane Hobley - Burney
Fort Pierce Police Dept.

920 S. US. 1
FT. Pierce, FLA

This letter is to commend officer
Fullen for her professional handling
of a Domestic event at my home
on Sept. 18, 2017.

Officer Fullen realized the importance
of keeping the person removing her
belongings from my house under control,
avoiding what could be a bad situation.

I offer my sincere thanks to the
FT. Pierce Police Dept. and especially officer
Fullen.

RECEIVED

SEP 25 2017

CHIEF'S OFFICE/FPPD

Best Regards,
Capt. Sam Crutchfield
1035 TRINIDAD AVE.
FT. Pierce, FLA 34982

City Commission Regular Meeting

10.a.

Meeting Date: 10/16/2017

Re: Health Department Update

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation of Department of Health in St. Lucie County by Clint Sperber, Health Officer and Administrator.

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/09/2017 08:41 AM
City Manager	Nick Mimms	10/09/2017 02:05 PM
Form Started By: Jennifer Robinson		Started On: 10/04/2017 04:51 PM
Final Approval Date: 10/09/2017		

City Commission Regular Meeting

11.a.

Meeting Date: 10/16/2017

Re: CITY OF FORT PIERCE AND TEAMSTERS AGREEMENT

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

SUBJECT:

Approve contract between the City of Fort Pierce and the Teamsters Union for the period of October 1, 2017 to September 30, 2020.

SUMMARY:

The Contract between the City of Fort Pierce and Teamsters Union has been ratified by the Union, and needs City Commission Approval.

RECOMMENDATION:

Recommended Approval

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Kevin Browning, HR Manager
Barbara Moore, HR Generalist
Mike Reals, Director of Public Works

COORDINATED WITH:

Kevin Browning, Barbara Moore, Mike Reals, Derrick Johnson

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2018

Amount: 3%

OTHER INFORMATION:

The 3% Annual Increase for the bargaining unit employees was budgeted for in the FY2017-2018 Budget.

Attachments

Teamsters Agreement

Form Review

Inbox

City Manager

City Manager

City Manager

Form Started By: Kevin Browning

Final Approval Date: 10/10/2017

Reviewed By

Kevin Browning

Kaitlyn Ballard

Nick Mimms

Date

10/04/2017 04:34 PM

10/09/2017 10:41 AM

10/10/2017 08:52 AM

Started On: 09/27/2017 06:19 PM

CITY OF FORT PIERCE

AND THE

TEAMSTERS LOCAL UNION NUMBER 769

(GENERAL EMPLOYEE UNIT)

OCTOBER 1, 2017 to SEPTEMBER 30, 2020

Contract Ratified: 09/28/2017
City Commission Approval: 10/16/2017

CITY OF FORT PIERCE
UNION CONTRACT
WITH
TEAMSTERS LOCAL UNION NUMBER 769

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ARTICLE 1

PREAMBLE

SECTION 1.0

This Agreement is entered into by and between the City of Fort Pierce, Florida, hereinafter referred to as the EMPLOYER and Teamsters Local #769, hereinafter referred to as the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to insure the continuous, uninterrupted, efficient operations of the City; to provide prompt and peaceful adjustment of differences which may arise; and to establish the standards of wages, hours and other conditions of employment.

ARTICLE 2

RECOGNITION

SECTION 2.0

The City of Fort Pierce recognizes Teamsters Local #769, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the job classifications in the unit designated by the Florida Public Employees Relations Commission in certification #287, excluding all other employees. Employees in an initial probationary period shall have no rights of appeal under the Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3.0

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

SECTION 3.1

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

SECTION 3.2

The exercise of the above rights in Sections 3.0 and 3.1 does not preclude employees or their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment. However, the exercise of the rights in Section 3.1 is subject to grievance arbitration.

SECTION 3.3

The above rights of the City in Sections 3.0 and 3.1 are not all-inclusive, but indicates the type of matters of rights which belong to and are inherent to the City in its capacity as management of the City of Fort Pierce.

SECTION 3.4

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

ARTICLE 4

SUBCONTRACTING

SECTION 4.0

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

SECTION 4.1

The employer reserves the right to subcontract work while recognizing the Union's obligation to represent regular unit employees jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the Employer agrees to notify the Union at least seven (7) days prior to when the request to subcontract is put on the City Commission Agenda. Simultaneous with such notice to subcontract which displaces regular unit employees, those employees will be notified and permitted to accept vacant advertised budgeted positions of the same job classification within the City. The Union reserves the right to appear before the City Commission and express its position to the City Commission at the time the Commission considers the subcontracting agenda item. The City Commission's decision is final and not subject to appeal through the grievance arbitration procedure.

ARTICLE 5

STRIKES AND LOCKOUTS

SECTION 5.0

There will be no strikes, work stoppages, picket lines**, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the City for the duration of the Agreement. The Union supports the City fully in maintaining normal operations. It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that the union shall not be responsible for any act alleged to constitute a breach of the section if neither the Union or any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the union and its officers have used every possible means to prevent or terminate such action. It is agreed that any violation of the section shall be grounds for discharge and shall not be subject to a grievance except to determine if the violations did in fact occur.

**Picketing, as used in this article, shall be defined as picketing to support a work stoppage.

SECTION 5.1

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

ARTICLE 6

DISCRIMINATION

SECTION 6.0

Employer and the Union agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age or physical handicap. The Employer and the Union agree not to discriminate against any employee for his/her membership or non-membership in the Union.

ARTICLE 7

BULLETIN BOARDS

SECTION 7.0

The City agrees to furnish the below listed bulletin board space for the use of the Union. All Union notices will be approved and signed by a Union Representative prior to posting.

- 1) Public Work's Office (Hallway)
- 2) Streets Division
- 3) Building Maintenance
- 4) Parks Division
- 5) Garage Division
- 6) Solid Waste Department
- 7) Police Department
- 8) City Hall

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.0

If an employee covered by this Agreement is temporarily assigned to a higher job classification than that which the employee occupies at the time of the temporary assignment, then the employee shall be paid a stipend of one (1) hour pay at time-and-a-half for each work day of the temporary assignment, beginning the first full work day of the assignment.

SECTION 8.1

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

ARTICLE 9

OVERTIME

SECTION 9.0

An employee covered by this Agreement shall be paid at the rate of one and one-half (1.5) times his/her regular hourly base rate for all hours worked over forty (40) hours per week.

SECTION 9.1

The City shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employees.

SECTION 9.2

Leave, excused and unexcused absences, will not be computed as time worked. HOLIDAYS will be computed as time worked.

SECTION 9.3

Standby pay- An employee on standby duty, and who is required to be available for call out at any time during the standby duty period, shall receive one hour token pay at time and one-half his/her regular rate for each regular work day on such standby status, and two (2) times his regular rate for such standby status on the employees' day off, holidays included. In addition, such employee in standby status will be paid, at his/her regular rate of pay, for all work actually performed when called to work from standby status.

SECTION 9.4

All overtime shall be offered equally by classification using an overtime distribution list. The list shall include the number of hours worked and offered to each employee by classification. Such list shall be updated daily to insure proper distribution of overtime.

SECTION 9.5

Compensatory time may be granted in lieu of overtime cash payments (by written agreement between the employee and supervisor). Compensatory time will be computed in the same manner as financial compensation would otherwise be computed. Compensatory time off shall be taken under this article as provided by the Fair Labor Standards Act, if such provision continues to be applicable for local government employees.

ARTICLE 10

GRIEVANCE/ARBITRATION PROCEDURE

SECTION 10.0

It is agreed between the parties that this grievance procedure is to be used to settle all disputes or differences between the City and the Union or any of its members employed by the City as to the meaning and the application of the provisions of this Agreement.

SECTION 10.1-STEP 1

An employee, his/her duly certified representative, or a designated member of a group having a grievance, who believes there has been a violation of this Agreement, shall reduce his/her complaint to writing on a form provided by the union, sign and date the form and file it with his immediate supervisor within five (5) working days from the date the alleged violation occurred. The written grievance shall contain the article(s) violated and a statement citing the complaint along with the remedy sought. The immediate supervisor shall answer the grievance in writing, within five (5) calendar days of the receipt of the grievance.

SECTION 10.2 – STEP 2 .

If the dispute is not resolved in Step 1, the member, through his/her steward, shall submit the grievance to the Department Head within five (5) working days of the receipt of the grievance in Step 2, the Department Head shall hold a meeting with the grievant, his/her representative(s), and any other person the Department Head feels is necessary to discuss the allegations contained in the grievance.

The Department Head shall answer the grievance, in writing, within five (5) calendar days of the meeting.

SECTION 10.3-STEP 3

If the dispute is not resolved in Step 2, the Union may submit the written grievance to the City Manager within five (5) working days of receipt of the Step 2 answer. The City Manager shall schedule a meeting with the parties in Step 2 within five (5) working days of receipt of the grievance. The agenda of the meeting shall be limited to the matters raised in the original grievance. A final written decision on the dispute shall be given by the City Manager within ten (10) calendar days of the meeting described in this Step.

If the decision of the City Manager does not resolve the dispute, either the City or the union may request that the grievance be appealed to arbitration in the manner described below. The time limits established in the article may be extended by mutual agreement or the parties.

Notwithstanding the procedure provided herein, a grievance may be submitted directly into the second or third step by mutual agreement of the City and the Union.

It is agreed that any grievance involving discharge of a non-probationary employee will be filed directly to Step 3.

SECTION 10.4 ARBITRATION

Any grievance which is not resolved in any of the Steps provided above may be appealed to arbitration. The party desiring arbitration shall give written notice of its intent to the other party within thirty (30) days, excluding weekends and holidays, following the date the Union receives the written answer in Step 3.

The party requesting arbitration shall apply to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators. As soon as possible after receipt of the panel, the City and the Union shall meet to select an arbitrator. The appealing party shall first strike the first name and then the parties shall strike names alternately until only one name remains, who shall be the Arbitrator.

The decision of the Arbitrator must be within the scope of his authority, as set forth herein, and confined to the grievance submitted for this determination.

- A. The Arbitrator shall confine him/herself to the facts developed at the hearing and which are directly related to the matter at issue.
- B. The Arbitrator shall not have the power to amend, modify, or delete any provision of the Agreement.
- C. In making his/her ruling, the Arbitrator shall have due regard for the essential and proper rights and responsibilities of management and shall not interpret this Agreement so as to further restrict or limit those rights and responsibilities.
- D. The Arbitrator may make no award which extends the period covered by the grievance.
- E. The decision of the Arbitrator shall be final and binding.
- F. If the Arbitrator finds he/she lacks authority to rule on the grievance, the matter shall be referred back to the parties without decision or recommendation.

The parties shall each bear the cost for their own witnesses, other than the grievant, attending the hearing at their request. The losing party shall pay the cost of the Arbitrator's fees and expenses. Arbitrations shall be conducted at City facilities. The cost of transcript of the proceedings shall be borne by the party or parties requesting the transcript. Each party will pay its own Attorney's fees and expenses.

ARTICLE 11

CITY-WIDE SENIORITY

SECTION 11.0

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

SECTION 11.1 - DEPARTMENTAL SENIORITY

Departmental seniority is defined as the length of employment within the employee's current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.

SECTION 11.2 - CLASSIFICATION SENIORITY

Classification seniority Is defined as the length of employment within a particular classification . Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave. Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence;
- D. Falls to return from recall within ten (10) days after receipt of such notice of recall given by the City (Certified Mail/Return Receipt Requested).

ARTICLE 12

REDUCTION IN FORCE

SECTION 12.0

Should a reduction in the public employer's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

- A. Layoff shall be by classification within a department. Upon establishing the number of employees to be laid *off* within a classification in a department, the employer shall layoff in accordance with qualifications, which reflects quality and quantity of work, work habits and classification and departmental seniority.
- B. No regular employee shall be laid *off* while there are emergency, temporary, part-time or probationary employees serving in the same classification within the same department.
- C. The laid-off employee shall have the right to bump into a lower classification within the Department. This will be also based upon his/her qualifications and ability to do the work.
- D. The laid-off employee shall have the right to utilize his/her City seniority as defined in this Agreement, to bump into an existing position previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within a specific department.
- E. The City will make available, annually, a seniority list of Bargaining Unit members.
- F. The City will maintain a list of bargaining unit employees who were laid off by the City for two (2) years from their layoff date. The City will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. The City shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the City. The laid *off* employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the City in writing they are interested in and will accept the position.

ARTICLE 13

REGULAR PROMOTIONS AND PROBATIONARY PERIODS

SECTION 13.0

- A. Whenever there are promotional opportunities, the City shall promote the most qualified employee based upon the following factors:
- Ability to perform all of the available work in the classification.
 - Ability to meet reasonable performance standards for quality and quantity of work.
 - Length of continuous service with the City, or cumulative length of service in the classification, if applicable.
 - Overall work record with the City, if relevant to the employee's suitability for the job.
 - Prior formal education, apprenticeship programs, specialized training schools, military training and assignments, job experience and any other relevant qualifications the individual may possess.
- B. Employees serving an initial probationary period will not be considered for promotions during this initial probationary period.
- C. Employees serving an initial probationary period shall not have their initial period extended beyond the six (6) months period.

The City shall have the sole prerogative and right for determining whether the promotional vacancy shall be filled.

ARTICLE 14

INSURANCE

SECTION 14.0

- A. The present or improved health insurance plans identified as Medical Plan 3559 (Basic Plan), Medical Plan 3359, Medical Plans 5168/5169, Medical Plan 5901 and Medical Plan 0727 (Buy-Up Plan) will be continued until the end of the current BlueCross/BlueShield (BCBS) contract which expires September 30, 2018. Additionally, the present dental plans identified as Guardian Dental Plan 1 (Basic Plan) and Guardian Dental Plan 2 (High Plan) will be continued.
- B. At the beginning of each fiscal year, October 1, bargaining unit members electing any of the City's Medical Health Plans, which consist of BCBS Plan 3359, Base Plan 3559, the "Buy-Up" Plan BCBS Medical Plan 0727, BCBS Plan 5168/5169, or the Affordable Care Act Plan 5901, shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.
- C. The City will furnish life insurance coverage in the amount of \$20,000 for all full-time regular bargaining unit members.
- D. Should the City provide improved insurance coverage benefits, or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the bargaining unit members.
- E. For FY 2018-2019 and FY 2019-2020 the parties agree to re-open this Article for negotiations. Such negotiations for FY 2018-2019 and FY 2019-2020 shall be re-opened in June of each year.

ARTICLE 15

CHECKOFF

SECTION 15.0

- A. The City agrees to deduct monthly, from the earnings of the employees who have so authorized in writing, membership dues and initiation fees and remit same to the Union in an amount certified by the Union. Such authorization to be valid shall conform to applicable State and Federal law.

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

ARTICLE 16

UNION REPRESENTATIVES

SECTION 16.0

A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City promptly of any changes of such Union Stewards. One of the Union Stewards may be designated to serve as Chief Shop Steward in the absence of another Steward; however, approval may be denied by the immediate supervisor for extenuating circumstances as shortage of help or disruption of work during a special work project.

SECTION 16.1

The following sections outline the duties and responsibilities of Stewards in performance of their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, Union Stewards shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, without loss of pay. Productivity loss must be minimized. Union Stewards shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his/her work assignment, each Union Steward shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 16.2

It is agreed that all Union Stewards have productive work to perform as assigned by the City. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the Union Stewards in investigating, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general Union membership meeting shall be held on city time.

SECTION 16.3

Union Stewards are subject to all City rules regarding the conduct of employees of the City.

SECTION 16.4

Upon request of the Union, employees may be granted leave without pay for the Union business, with the approval of the City Manager.

SECTION 16.5

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

ARTICLE 17

HOLIDAYS

SECTION 17.0

The following days will be observed as holidays for all employees, subject to this Agreement:

1. January 1st
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. July 4th
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Eve
11. Christmas Day

SECTION 17.1

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

SECTION 17.2

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

SECTION 17.3

All employees shall receive holiday pay at their regular straight time rate for all recognized holidays. Should a holiday fall on an employees' regular day off, his/her next regularly scheduled work day shall be considered as his/her holiday.

SECTION 17.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half times his regular rate for all hours worked, if totals over forty (40) hours in a work week.

ARTICLE 18

VACATION LEAVE

SECTION 18.0

- A. All full time, regular and provisional employees shall be entitled to earn and accrue vacation leave, with pay, which will be computed from the starting date of employment.
- B. Temporary employees shall not be eligible for vacation leave.
- C. Part-time employees who work 25 hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than 25 hours per week shall not be entitled to any vacation leave.
- D. Employees serving a probationary period, on an original appointment, shall accrue vacation leave, in accordance with the provisions of this section. If an employee serving a probationary period, on an original appointment, leaves the City's service without satisfactorily completing the probationary period, he/she shall not be compensated for any accrued vacation leave.

SECTION 18.1 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

- A. All regular employees shall accumulate vacation leave as follows:
 - 1. One (1) year of service, but less than five (5) years - 12 days/yr.
 - 2. Five (5) years of service, but less than ten (10) years - 14 days/yr.
 - 3. Ten (10) years of service but less than 15 years - 17 days/yr.
 - 4. Fifteen (15) years of continuous service and over- 20 days/yr.
- B. Earned vacation leave may be accumulated to a maximum, not to exceed forty- five (45) working days (effective October 1, 2012). Any accumulation over thirty (30) working days will be considered forfeited and lost at the beginning of the fiscal year. No employee can start with an accumulation of more than 30 days on October 1st. Vacation pay will be at the basic rate of pay for the normal work day.

SECTION 18.2 - USE OF VACATION LEAVE

- A. Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned, subject to the approval of the Department Head, who shall schedule vacation leave, so as to meet the operating requirements of the department. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible. However, leave must be taken at the convenience of the Department. The Department Head's decision as to when leave may or may not be taken will be final.
- B. Vacation leave may be granted for the following purposes:
1. Vacation leave.
 2. Absences for transaction of personal business which cannot be conducted during off-duty hours.
 3. Religious holidays.
 4. Sickness, once sick leave has been exhausted through illness.
 5. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 18.3- PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the City's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed forty-five (45) days.

ARTICLE 19

SICK LEAVE

SECTION 19.0

- A. RATE AT WHICH SICK LEAVE IS EARNED-** All bargaining unit employees earn sick leave credits, at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave, with or without pay in one month, shall not earn sick leave for that month.
- B. REQUEST FOR SICK LEAVE-** To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, division or department head prior to, or within two (2) hours after the time set for beginning the daily duties. An employee in a unit operating on a work schedule other than 8:00a.m. to 5:00p.m., must notify the Department within the time limit established by the appropriate Department Head.
- C. USE OF SICK LEAVE -** Sick leave may be granted for the following purposes:
1. Personal injury or illness not connected with work.
 2. Pregnancy.
 3. Necessary appointments with physicians or dentists.
 4. Exposure to a contagious disease which would endanger others.
 5. Illness of a member of the employees' household which requires the personal care and attention of the employee.
- D. ACCUMULATION OF SICK LEAVE-** The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.
- E. CERTIFICATION BY A PHYSICIAN -** Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Department Head to submit a certificate from a licensed physician. When it is determined that an employee's use of sick leave is not justified, the absent time may be deducted from the employee's pay or accrued vacation leave. Claiming sick leave, when physically fit, shall be cause for disciplinary action and subject to suspension or dismissal.
- F. UNUSED SICK LEAVE-** Employees who leave the City's service in good standing and have at least three (3) through nine (9) years of continuous service with the

City, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of forty-five (45) days.

- G. Employees who leave the City's service in good standing and have at least ten (10) or more years of continuous service with the City, will receive pay for their accumulated sick leave balance up to a maximum of ninety (90) days.
- H. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave, divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the Department and continue to draw full pay, provided, however, such time shall not exceed ninety (90) days. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 20

MAINTENANCE OF STANDARDS

SECTION 20.0

It is agreed that the specific benefits, rights and privileges enumerated in this Contract shall remain in force throughout the term of the Contract. Past practices of the employer, not contained in this Contract, shall not be a part of this Agreement. The following benefits, procedures and practices will be continued for the life of this Agreement; Standby duty, Pension, St. Lucie County Credit Union, City time for approved examinations and funeral leave (in accordance with the Personnel Rules and Regulations).

ARTICLE 21

EDUCATIONAL REIMBURSEMENT

Section 21.0

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

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

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

ARTICLE 22

WAGES

SECTION 22.0

- A. Employees in the designated classification list in Attachment "A", who obtain certificates or licenses beyond those required, as a condition precedent for being employed in the position, will receive an additional percentage of their base salary or hourly wage for each additional certificate or license they obtain and maintain.

The City shall post and make available to the effected employees the incentive percentages, as well as the procedures and details of the incentive programs, as they apply to different departments.

- B. For FY 2017-2018 the parties agree that the City shall increase Teamster bargaining unit employees wages by three percent (3%), effective October 1, 2017. Such negotiations for FY 2018-2019 and FY 2019-2020. Such negotiations shall begin in June of each year.
- C. Pay Increases and Retroactive Pay shall only be awarded to unit members currently employed at the time the contract is approved by the CITY, and implemented (paid) by payroll.
- D. All employees in the following classifications will receive a two and one-half (2 ½) hour minimum call-out for call backs and court appearances: Police Aides, Crime Scene Investigators, Animal Control Officers, and Evidence Custodians. All other contract Articles will remain in force.
- E. The City Manager can institute selective increases for Bargaining Unit members with the approval of the Union, without having to re-open the Collective Bargaining Unit Agreement.

**ATTACHMENT A
INCENTIVES**

Certification Compensation Schedule for all Departments (that have an agreed upon 5% incentive)*

1. First certification compensated at _____	5% pay increase
2. Second certification compensated at _____	5% pay increase
3. Third certification compensated at _____	5% pay increase
4. Fourth certification compensated at _____	3% pay increase
5. Fifth certification compensated at _____	3% pay increase
6. Sixth certification compensated at _____	3% pay increase
7. All additional certifications compensated at _____	1% pay increase

*Note: Each pay increase is contingent upon the employee's agreement to utilize each acquired certification, in performance of his/her duties as assigned by the Department Head, for a minimum of two calendar years from the date the certification is posted on the State DBPR website (for Building Department), or received by the employee for other Departments. This two year period will be referred to as the employee retention period, the employee will be responsible to refund the Department for all expenses incurred, i.e.: testing, seminars, continuing education courses, study materials and training classes.

Certifications must be in the skills area provided by the City and a skill that is utilized by the employee in performing his/her essential job functions.

If a certificate was obtained by the individual, prior to employment by the City of Fort Pierce, and the employee was compensated above the minimum pay rate of the classification in which he/she works, an increase shall not be given.

Documentation must be provided within forty-five (45) calendar days of receiving the certification to the HR office.

No retro payment will be made if time elapses (45 days) between the employee receiving the certificate and notifying HR.

Certification must be maintained via Continuing Ed courses or by re-certifying (or the updated version) in order to be in compliance with the incentive.

In the event of a significant job/ duties change (one department to another) or promotion, the 5% certification process begins again.

DEPARTMENT: BUILDING

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Building Inspector	DBPR	5%
Electrical Inspector	DBPR	5%
Mechanical, Gas & Plumbing Inspector	DBPR	5%

Building Inspectors & Plan Reviewers:

Employees that strive for additional certifications enhance their value to the Department, thus obtaining additional certifications is encouraged. Below is a listing of the 16 certifications that may be obtained by a building inspector or plan reviewer:

INSPECTOR CLASSIFICATION

- 1 & 2 Fam. Dwelling Inspector
- Commercial Building Inspector
- Commercial Electrical Inspector
- Commercial Plumbing Inspector
- Commercial Mechanical Inspector
- Coastal Construction Inspector
- Certified Flood Plain Manager
- Certified Building Official
- ICC Permit Technician Certification
- Certified Flood Plain manager
- ICC Property maintenance Inspector

PLANS EXAM CLASSIFICATION

- 1&2 Fam. Dwelling Plans Examiner
- Commercial Building Plans Examiner
- Commercial Electrical Plans Examiner
- Commercial Plumbing Plans Examiner
- Commercial Mechanical Plans Examiner

PERMIT SPECIALIST / OFFICE PERSONNEL

- ICC Permit Technician Certification
- Certified Flood Plain manager
- ICC Property maintenance Inspector

DEPARTMENT: PUBLIC WORKS

ASE (Mechanic) Certification- five percent (5%) each for a limit of three (3) Certifications per employee.

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE*</u>
Mechanic	ASE	5%
	NPRA – Parks Recreation	5%
	IMSA – Sign, pavement marking	5%
	MOT – Maintenance of Traffic	5%
	Stormwater Operator (FSA)	5%
	Certified ISA Arborist	5%
	Certified Irrigation Landscape Designer	5%
	FNGLA Certified Landscape Maintenance	5%

DEPARTMENT: CODE ENFORCEMENT & ANIMAL CONTROL

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE*</u>
Violations inspector/ Code Enforcement Officer	FACE, AACE,	5%
	Parking Enforcement Specialist	5%
Animal Control Officer	<u>Animal Control Certification:</u>	
	Chemical Capture	2%
	Euthanasia	2%
	Animal Cruelty Investigations	2%
	FACA	5%

DEPARTMENT: POLICE

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Investigative Assistant	NCIC/FCIC	2%
Crime Analyst	Crime Analyst Certification	2%
Crime Analyst	Crime Prevention Techniques	2%
Crime Scene Investigator	NCIC/FCIC- User	2%
Crime Scene Investigator	Fingerprint ID & Classification	5%
Crime Scene Investigator	IAI/ FDIA	3%
Records specialist	NCIC/FCIC - Limited Access	3%
Records specialist	NCIC/FCIC- User	2%
Records specialist	Terminal Agency Coordinator (TAC)	3%
Community Service Officer	NCIC/FCIC	2%
Community Service Officer	Terminal Agency Coordinator (TAC)	3%
Community Service Officer (as assigned by the city)	Parking Enforcement Specialist	5%
Evidence Technician	NCIC/FCIC	2%
Secretary II	NCIC/FCIC	2%

ARTICLE 23

SEVERABILITY

SECTION 23.0

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

ARTICLE 24

ALCOHOL, DRUGS AND CONTROLLED SUBSTANCE EXAMINATION/TESTING PROCEDURES

SECTION 24.0

The City reserves the right to require all employees to be tested for the use of alcohol, drugs or controlled substances (hereinafter referred to as "drugs", "drug testing", or "testing"). If a state or federal law or regulation requires random or other types of drug testing of any employee in this bargaining unit, the City will begin conducting such testing of employees, as soon as required, and as provided by the law. The City will provide a list to the Union of the job classifications identified. All testing will be done at Florida Health and Rehabilitative Services (HRS) approved facilities.

SECTION 24.1

The City reserves the right, at any time, to request any employee to take a drug test and/or physical examination based on reasonable suspicion. Reasonable suspicion is a belief that an employee is using or has used drugs in violation of this Article, drawn from specific, objective, and articulate facts and reasonable inferences drawn from those facts.

SECTION 24.2

The testing outlined for drugs in Sections 24.0 and 24.1 of this Article will be administered in accordance with the following provisions:

- A. Any employee may be subject to an investigation which may include, but not limited to, drug detection and testing, urinalysis, saliva testing, or any other medically recognized testing procedure. Prior to being tested, the employee will be given the opportunity to present any evidence of legal substances he/she has taken which may affect the accuracy of the test results. The employee may consult with his/her Union Steward before being tested, providing such consultation does not delay the testing for more than thirty (30) minutes.

If the employee is ordered to be tested based upon reasonable suspicion or the City is advised of any positive test result, the City in its sole discretion, shall decide whether the employee should be returned to a limited duty capacity or relieved of duty pending the results of the testing. If relieved of duty, the employee will be suspended without pay. If permitted to continue working pending the results of the testing, the employee shall not be permitted to operate any equipment or perform any function that could present a danger to the health, safety, or welfare of the public, co-workers, or the

or the employee, and shall not be permitted to operate a motor vehicle. If the test results are negative for the presence of drugs, an employee who has been suspended will be paid for time lost. Using the initial sample will be conducted to ensure accurate results.

- B. An employee who is tested on a reasonable suspicion basis will be placed on an administrative *leave* with pay status, pending the outcome of the test(s). In those cases when a drug test is negative, departmental "field calendars" will not reflect an absence.
- C. If the test result is negative, a second test will not be conducted and the employee will be returned to work. If the first test is positive and the second test is negative, the employee will be returned to work. In the event either the first or second test is negative, no disciplinary action related to drug use will be taken, and no record will be placed in an employee's file that the drug testing occurred.
- D. When an employee is suspected of using or being under the influence of drugs, as opposed to alcohol, a test will be conducted for the presence of drugs only.

SECTION 24.3

Employees suspected of using or being under the influence of alcohol will be subject to undergo a Breathalyzer examination only. This test will be administered by qualified personnel.

SECTION 24.4

An initial probationary employee who tests positive will be terminated and no appeal shall be permitted. Prior to being a subject for testing, a classified employee may seek assistance for drug/alcohol use or abuse, and will not be disciplined. Any employee who uses this one-time option shall be subject to random testing, while on duty, for a period of two years. The City retains the right to discipline employees for other serious offenses that have been committed. The City will not pursue criminal prosecution as a routine part of its substance testing procedures.

The City is a zero based drug/alcohol tolerance employer. An employee testing positive for drugs (as determined illegal by Federal or State Law) shall be terminated. Employees testing positive for alcohol concentration as low as 0.02 shall be terminated.

In the event the Employee Assistance Program is no longer offered, the employee must seek, either through self-referral or recommendation of a professional counselor/doctor or counseling service, the assistance of any medical facility or agency (i.e., various hospitals offering dependency programs, PAR, Inc., or similar agency) licensed to provide a comprehensive rehabilitative program(s) for individuals with substance use problems. The rest of this Section would continue to be applicable.

SECTION 24.5

In the recognition of the importance of having a drug-free work force worthy of the respect and trust of the public, the following shall be the policy for employees who are guilty or plead nolo contendere of misconduct related to the use, possession, or sale of drugs:

Employees who sell illegal drugs or controlled substances, whether on or off duty, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate .

Employees who are in possession of or using illegal substances, or are consuming alcohol while on duty, including meal and rest periods, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are under the influence of illegal substances or alcohol while on duty shall be disciplined in accordance with the City's Code of Conduct, although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct.

Employees who are in possession of illegal substances or drug paraphernalia while off duty, and said possession constitutes a misdemeanor, shall be disciplined (City's Code of Conduct) for the first offense and terminated for the second offense, unless a nexus exists between the employee's position and the drug possession, in which case the employee shall be terminated for the first offense.

Employees involved in an accident or employee(s) directly contributing to an accident (defined as a sudden unexpected event) that requires medical treatment from a Doctor or is involved in an accident that causes damage to City equipment or citizens property will be subject to drug and alcohol testing.

The policy contained in the City's Rules and Regulations regarding what occurs in the event an employee who is required to possess a driver's license for his/her position and who loses his/her driver's license shall apply to an employee who is off duty and driving under the influence.

SECTION 24.6

When an employee requests Union assistance, the City agrees to make a reasonable effort to contact a Union Officer, following the chain of command designated on the Union organizational chart. In no instance will the City delay the substance test for more than half an hour while attempting to contact a Union Official.

SECTION 24.7

At the time of implementation of this Contract, all employees shall be put on notice that the City is committed to employing a drug-free work force. Said notice will also include encouragement for employees, who may have a substance use or abuse problem, to seek professional assistance on a confidential basis from the City's Employee Assistance Program or a source of their own choosing. The penalties for both on or off-duty use, possession, or sale of illegal substances, controlled substances, or alcohol contained in this Article shall also be communicated to employees.

SECTION 24.8

To ensure that illegal contraband (drugs, alcohol, etc.,) do not enter or affect the workplace, the City of Fort Pierce reserves the right to search all City vehicles, containers, lockers or other items on City of Fort Pierce's property. In furtherance of this policy, individuals may be required to display personal property for visual inspection upon the City of Fort Pierce's request. Failure to consent to a search or display of personal property for visual inspection will be grounds for discharge and denial of access to City premises.

SECTION 24.9

In the event of invalidation of this Article, or Section of this Article, both the Employer and Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

SECTION 24.10 -POLICE EVIDENCE SECTION AND CRIME SCENCE INVESTIGATOR PERSONNEL

All civilian employees, who work in the Evidence Section or as Crime Scene Investigators of the Police Department, will be subject to random drug testing on the same basis currently in use for certified law enforcement personnel.

ARTICLE 25

SAFETY

Section 25.0

The City and the Union agree that the safety of employees and the public at large is of primary concern. To that end, no employee shall be required to operate unsafe equipment or vehicles. If the employee has reason to believe the equipment or vehicles are unsafe, he/she will immediately contact the Supervisor, who will examine or have the equipment or vehicle examined, to determine its usable condition.

Section 25.1

The appropriate departmental Steward will be permitted to sit as a member of the Accident Review Committee and will provide necessary input in discussing situations concerning his/her Department.

ARTICLE 26

BEREAVEMENT LEAVE

Section 26.0

The employee may be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grand parents-in-law, step grand parents, foster parents, and foster children. Employees must use the bereavement leave within 30 calendar days of the immediate family member's death.

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

ARTICLE 27

RETIREMENT PLAN

SECTION 27.0

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will be amended to provide for a benefit accrual rate of three percent (3%) for Teamsters members employed by the City who are subject to collective bargaining. This change will be effective upon final adoption of the ordinance amendment.

Below are the changes for new employees only effective October 1, 2012:

1. Change the vesting period from 5 to 10 years
2. Capping the 3.0 percent multiplier to a maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not to exceed \$100,000.
3. Overtime hours used in the calculation of pension benefits are capped at 300 hours. The first 300 hours in a fiscal year.
4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Below are the changes for current members:

1. The annual maximum pension payment cannot exceed \$100,000.
2. The maximum of 300 overtime hours can be used in the calculation of pension benefits annually. The first 300 hours in a fiscal year only.
3. Accrued unused vacation and sick leave under the current policy through September 30, 2012 can be used in the calculation of pension benefits; those hours earned after September 30, 2012 cannot be used in the benefit calculations.

ARTICLE 28

DURATION OF AGREEMENT

SECTION 28.0

This Agreement shall take effect October 1, 2017 and shall continue in full force and effect until midnight of September 30, 2020

SECTION 28.1

The Contract will be open only for negotiation of wages (Article 22) and Insurance (Article 14) for the 2018-2019 and 2019-2020 fiscal years by either party.

The parties agree to open this Contract no later than the end of May, 2020

FOR THE CITY

FOR TEAMSTERS LOCAL UNION 769

MAYOR

DATE

UNION REPRESENTATIVE

DATE

CITY MANAGER

DATE

UNION STEWARD

DATE

WITNESS

DATE

WITNESS

DATE

CHIEF NEGOTIATOR

DATE

APPROVED AS TO FORM AND CORRECTNESS

BY: 

**JAMES M. MESSER ESQ.
CITY ATTORNEY**

City Commission Regular Meeting

11.b.

Meeting Date: 10/16/2017

Re: City of Fort Pierce and PBA Contract

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

SUBJECT:

Approve the contract between the City of Fort Pierce and the Coastal Florida Police Benevolent Association for the period of October 1, 2015 through September 30, 2018.

SUMMARY:

The contract between the City of Fort Pierce and the Police Benevolent Association Union has been ratified and needs City Commission approval.

RECOMMENDATION:

Recommend Approval

ALTERNATIVES:

Staff will proceed as recommended by the City Commission.

RESPONSIBLE STAFF:

Kevin Browning, HR Manager
Barbara Moore, HR Generalist
Frank Amandro, Deputy Chief of Police

COORDINATED WITH:

Fort Pierce Police Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Amount: 3%

OTHER INFORMATION:

The annual increase for these bargaining unit employees 3% was budgeted for the 2016-2017 Fiscal Year.

Attachments

PBA Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Kaitlyn Ballard	10/09/2017 10:41 AM
City Manager	Nick Mimms	10/10/2017 08:52 AM

Form Started By: Kevin Browning
Final Approval Date: 10/10/2017

Started On: 10/04/2017 05:01 PM

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(Sergeants' and Lieutenants' Unit)

OCTOBER 1, 2015 to SEPTEMBER 30, 2018

Contract Ratified: 09/22/2017
City Commission Approval: 10/16/2017

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ARTICLE 1
PREAMBLE

SECTION 1.1

This Agreement is entered into by and between the CITY OF FORT PIERCE, FLORIDA, hereinafter referred to as the "EMPLOYER" or the "CITY", and the Coastal Florida Police Benevolent Association, hereinafter referred to as the ASSOCIATION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the EMPLOYER and the; Association; to insure the continuous, uninterrupted, efficient operations of the Department; to provide prompt and peaceful adjustment of differences which may arise and to establish the standards of wages, hours, and other terms and conditions of employment.

SECTION 1.2

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

SECTION 1.3

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

SECTION 1.4

There shall be no separate agreements made between bargaining unit members and the City that that are contrary to the terms herein provided.

ARTICLE 2

RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification of Sergeant and Lieutenant in the unit designated by the Florida Public Employees Relations Commission in Certification, #1349 as Amended.

SECTION 2.2

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

ARTICLE 3

SUBCONTRACTING

SECTION 3.1

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

SECTION 3.2

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

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 4.1

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

SECTION 4.2

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the Association, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1

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

SECTION 5.2

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

SECTION 5.3

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

SECTION 5.4

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

SECTION 5.5

If the City determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may

SECTION 5.5 (Continued)

be suspended during the time of the declared emergency. All pay provisions, Section 5.2 and Article 12 will continue in case of emergency.

ARTICLE 6

NO STRIKES AND LOCKOUTS

SECTION 6.1

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

SECTION 6.2

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

SECTION 6.3

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

ARTICLE 7

BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

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

SECTION 7.2

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

SECTION 7.3

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

SECTION 7.4

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

ARTICLE 8

NO DISCRIMINATION

SECTION 8.1

The EMPLOYER and the Association agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the Association agree not to discriminate against any employee for his/her membership or non-membership in the Association.

ARTICLE 9

WORKING OUT OF CLASSIFICATION

SECTION 9.1

An employee may be required to work in a higher classification on a temporary, incidental, or emergency basis and shall do so at no increase in pay. If the employee is required to perform the duties for a period exceeding four (4) consecutive working days, the employee shall receive a salary increase of ten (percent (10%) of the employee's current salary. At the conclusion of the assignment, the employee's pay shall revert to the employee's salary rate prior to the temporary assignment.

SECTION 9.2

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

ARTICLE 10

WORK RULES

SECTION 10.1

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

SECTION 10.2

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

SECTION 10.3

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

SECTION 10.4

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

SECTION 10.5

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

- \$100.00 Limit: watches and non-prescription sunglasses.
- \$300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 10 (Continued)

SECTION 10.6

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

ARTICLE 11

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14 day pay period, with the exception of items covered in Article 11, Section 7.

SECTION 11.2

The CITY shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employee. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 11.3

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

SECTION 11.4 – RECALL

If an employee is called back to work after completion of the employee's regular shift, the employee shall receive a minimum of two and one-half hours (2 ½) hours pay at the rate of time and one-half (1 ½).

SECTION 11.5 – COURT TIME

If an employee attends court during his off-duty time and as a part of his regular duties, he will be compensated at a rate of time and one-half (1 ½) for all hours over forty (40), with a minimum of two and one-half (2 ½) hours at the straight time rate. All private checks issued to officers will be turned into Fiscal Management personnel. When attending more than one court hearing or state

SECTION 11.5 (Continued)

attorney hearing officers will be compensated at the rate of a minimum of two and one-half (2 ½) hours at the straight time rate for each hearing in accordance with a two and one-half (2 ½) hour window between the two (2) hearings.

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

An employee assigned to the "On Call" position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half times their regular hourly base rate of pay. It shall be the employee's discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during "On Call" status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

SECTION 11.7 - COMPENSATORY TIME

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

- A. Training purposes.
- B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- C. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- D. Officers may request compensatory time in lieu of overtime.

Compensatory time will be taken at the convenience of the Department with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1½) for all hours worked over forty (40) hours in a work week (eight (8) hours worked - twelve (12) hours compensatory time). Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief.

ARTICLE 12

DISPOSITION OF GRIEVANCES

SECTION 12.1

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

- A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall state the following:
 1. Article violated;
 2. A complete statement of the grievance; and,
 3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.
- B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.
- C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police of the aggrieved employee. The Deputy Chief of Police shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

SECTION 12.1 (Continued)

- E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager’s decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.
- F. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.
- G. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of this Agreement, nor shall his decision have the -effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.
- H. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.
- I. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.
- J. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.
- K. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.
- L. The parties agree that in the event of any arbitration hearing, impasse hearing, or other PERC hearing involving the parties. The parties will make verbal closing arguments at the time of the arbitration or hearing, and the parties specifically agree that neither party will make a later written closing argument.

ARTICLE 13

SAFETY AND HEALTH

SECTION 13.1

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

SECTION 13.2

Protective devices, and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY, upon subsequent agreement of the CITY and the ASSOCIATION.

SECTION 13.3

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

SECTION 13.4

Once a member provides notification to the City from a qualified physician of the members' pregnancy, and the need for restricted duty, upon request, the City shall make every attempt to place the member on an Administrative assignment.

SECTION 13.5

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

ARTICLE 14

SENIORITY

SECTION 14.1 - CITYWIDE SENIORITY

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

SECTION 14.2 - DEPARTMENTAL SENIORITY

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

SECTION 14.3 - CLASSIFICATION SENIORITY

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

SECTION 14.4

Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;
- D. Fails to return from recall within three (3) days after given notice by the City, by certified mail, to return to work.

SECTION 14.5

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

ARTICLE 15

REDUCTION IN FORCE

SECTION 15.1

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

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

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

- B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.
- C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.
- D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualification and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.
- E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.
- F. The CITY will maintain a list of employees laid off under this Article twelve (12) months and will not hire any new employees until the employees that were laid off from this bargaining unit are contacted and offered the open position(s) if they currently are qualified and meet the Police standards. For employees hired prior to the ratification of the FY 2016 contract, the CITY will maintain a list of employees laid off under this Article for two (2) years.

ARTICLE 16

PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

- A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.
- B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.
- C. The Chief of Police shall determine the competitive promotional examination and/or assessment process.
- D. The CITY shall conduct a competitive examinations procedure and establish eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of three and a half (3 ½) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and
- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and
- For FY 2016, at a minimum be enrolled in college and have at a minimum educational level equivalent to fifteen (15) credit hours from an approved college from the State accredited Association of Colleges and Schools list to participate in the examination or assessment process; and.
- For FY 2017, have a minimum education level equivalent to thirty (30) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.
- For FY 2018, have a minimum education level equivalent to forty-five (45) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.
- Achieve a qualifying score on the most recent promotional examination or assessment.

SECTION 16.1 (Continued)

Lieutenant's eligibility requirements:

- Have a minimum of two (2) years of experience with the Fort Pierce Police Department in the capacity of a sergeant; and
 - Have received a rating of satisfactory or higher on the last three (3) performance evaluation; and
 - For FY 2016, at a minimum be enrolled in Bachelor's degree program and have at a minimum educational level equivalent to an Associate Degree (60 earned credit hours) from an approved college from the State accredited Association of Colleges and Schools list to participate in the examination or assessment process; and.
 - For FY 2017, have a minimum education level equivalent to seventy-five (75) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.
 - For FY 2018, have a minimum education level equivalent to ninety (90) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.
 - Achieve a qualifying score on the most recent promotional examination or assessment.
- E. In the event that promotional scores are the same, performance (last three {3} performance evaluations) and sworn classification seniority shall be the deciding factor.
- F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.
- G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:
- Sergeants – The eligibility list shall be comprised of the top ten (10) Officers with a passing score of seventy percent (70%) on the promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

SECTION 16.1 (Continued)

- Lieutenants – The eligibility list shall be comprised of all Sergeants that have successfully completed the Lieutenants promotional examination and/or assessment process.

ARTICLE 17

INSURANCE

SECTION 17.1

- A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.
- B. The CITY will furnish life insurance coverage in the amount of \$20,000 for all full time regular Bargaining Unit members.
- C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.
- D. Should the City provide improved insurance coverage benefits, or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the Bargaining Unit members.

ARTICLE 18

CHECKOFF

SECTION 18.1

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

SECTION 18.2

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

SECTION 18.3

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

SECTION 18.4

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

ARTICLE 19

UNION REPRESENTATION

SECTION 19.1

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

SECTION 19.2

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

SECTION 19.3

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

SECTION 19.4

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

SECTION 19.5

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

SECTION 19 (Continued)

SECTION 19.6

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

SECTION 19.7

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

Charges against the PBA Time Pool will be kept by the Police Department and the PBA. A PBA representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the PBA to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the PBA or to contribute to a sick or injured employee in accordance to Section 19.8.

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

SECTION 19.8

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

ARTICLE 20

HOLIDAYS

SECTION 20.1

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

SECTION 20.2

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

SECTION 20.3

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

SECTION 20.4

Any employee who shall be required to perform work on one of the holidays listed above shall be compensated as directed by the City Manager.

ARTICLE 21

VACATION LEAVE

SECTION 21.1

- A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.
- B. Temporary employees shall not be eligible for vacation leave.
- C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.
- D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

SECTION 21.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

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

Earned vacation leave may be accumulated for qualifying full and part time, regular status employees to a maximum of forty-five (45) working days (360 hours). Any hours accumulated over thirty (30) working days (240 hours) at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of thirty (30) working days (240) hours and shall again be eligible to accrue vacation leave up to forty-five (45) working days (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of forty-five (45) working days (360 hours). Employees who separate from the City will be paid for all accumulated vacation leave up to 360.

SECTION 21.2 (Continued)

Earned vacation leave may be accumulated to a maximum not to exceed forty-five (45) working days (360 hours) at the close of each fiscal year (September 30). Any accumulation over thirty (30) working days (240 hours) will be considered forfeited and lost at the close of each fiscal year (September 30).

Vacation pay will be computed at the employee's base rate of pay.

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

SECTION 21.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the department head who shall schedule vacation leave so as to meet the operating requirements of the department. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible, however, leave must be taken at the convenience depending on the needs of the department. The Chief of Police or designee's decision as to when leave may or may not be taken will be final.

SECTION 21.4

For vacation purposes, reinstated employees, except employee reinstated as a result of a grievance or arbitration, are considered new employees. Annual leave may be granted for the following purposes:

- A. Vacation leave;
- B. Absences for transaction of personal business which cannot be conducted during off-duty hours;
- C. Religious holidays;
- D. Sickness, once sick leave has been exhausted through illness;

SECTION 21.5 - PAYMENT OF UNUSED VACATION LEAVE

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

ARTICLE 22
SICK LEAVE

SECTION 22.1 - RATE AT WHICH SICK LEAVE IS EARNED

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

SECTION 22.2 - REQUEST FOR SICK LEAVE

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

SECTION 22.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

- A. Personal injury or illness.
- B. P r e g n a n c y .
- C. Necessary appointments with physicians or dentists.
- D. Exposure to a contagious disease, which would endanger others.
- E. Illness or injury of a member of the employees' household which requires the personal care and attention of the employee.

SECTION 22.4 –ACCUMULATION OF SICK LEAVE

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

SECTION 22.5 CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be

SECTION 22.5 (Continued)

required by the Chief of Police or designee to submit a certificate from a licensed physician. When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

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

SECTION 22.6 UNUSED SICK LEAVE

- A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of forty-five (45) days.
- B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years or continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of ninety (90) days.
- C. Employees who do not use all of their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay; provided however, such time shall not exceed ninety (90) days. The employee who request and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 23
BEREAVEMENT LEAVE

SECTION 23.1

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

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

SECTION 23.2

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

ARTICLE 24

DRUG AND ALCOHOL TESTING

SECTION 24.1

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

SECTION 24.2

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

SECTION 24.3

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

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

SECTION 24.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all

SECTION 24.4 (Continued)

employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

SECTION 24.5

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

SECTION 24.6

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

- A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.
- C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.
- D. Information that an individual has tampered with an alcohol or drug test during his employment.
- E. Information that an employee has caused, or contributed to, an accident while at work.

SECTION 24.6 (Continued)

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

SECTION 24.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year. No employee will be randomly tested more than three (3) times in a calendar one year period.

SECTION 24.8

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

SECTION 24.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GSIMS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged, provided a second test has been performed and the results were positive. In the period between the initial test and the second test the employee shall be placed on administrative leave with pay, pending the confirmed results of the second test.

SECTION 24.10

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

SECTION 24 (Continued)

SECTION 24.11

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

SECTION 24.12

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

ARTICLE 25

MAINTENANCE OF STANDARDS

SECTION 25.1

It is agreed that the specific benefits, rights and privileges enumerated in this contract shall remain in force throughout the term of the contract. The following benefits, procedures and practices will be continued for the life of this Agreement: Pension, PBC Credit Union, approved car allowances, City time for approved examinations, and Funeral Leave (in accordance with the Personnel Rules and Regulations).

ARTICLE 26

AFFIRMATIVE ACTION

SECTION 26.1

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

ARTICLE 27

INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES

SECTION 27.1

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

ARTICLE 28

SEVERABILITY

SECTION 28.1

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

ARTICLE 29

EDUCATIONAL REIMBURSEMENT

SECTION 29.1 SERGEANTS AND LIEUTENANTS

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes a thirty (30) semester hour block, the employee shall agree to work at least two (2) year beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) year applies to an employee who resigns.

SECTION 29.2

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

SECTION 29.3

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

ARTICLE 30

RETIREMENT PLAN

SECTION 30.1

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

SECTION 30.2

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

SECTION 30.3

Changes affecting new employees only effective October 1, 2012:

1. Change the vesting period from 5 to 10 years.
2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed \$100,000.
3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.
4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Changes affecting current unit members:

A. Overtime

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amount.

SECTION 30.3 (Continued)

B. Sick Leave and Vacation Time

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. Sick leave and vacation time accrued after the effective date of this Agreement shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.
3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of the effective date of this Agreement, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file.

SECTION 30.4

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

ARTICLE 31

WAGES

LIEUTENANTS AND SERGEANTS FY 2017 - 2018

SECTION 31.1

FISCAL YEAR 2017 - 2018

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

Lieutenants and Sergeants: Date of Promotion

LIEUTENANTS

STEPS	DATES OF PROMOTION
1	October 1, 2014 – September 30, 2015
2	October 1, 2013 – September 30, 2014
3	October 1, 2012 – September 30, 2013
4	October 1, 2011 – September 30, 2012
5	October 1, 2010 – September 30, 2011
6	October 1, 2009 – September 30, 2010
7	October 1, 2008 – September 30, 2009

SERGEANTS

STEPS	DATES OF PROMOTION
1	October 1, 2014 – September 30, 2015
2	October 1, 2013 – September 30, 2014
3	October 1, 2012 – September 30, 2013
4	October 1, 2011 – September 30, 2012
5	October 1, 2010 – September 30, 2011
6	October 1, 2009 – September 30, 2010
7	October 1, 2008 – September 30, 2009
8	October 1, 2007 – September 30, 2008
9	October 1, 2006 – September 30, 2007
10	October 1, 2005 – September 30, 2006

SECTION 31.1 (Continued)

The CITY shall provide a total of a three percent (3%) increase to the bargaining unit's over-all Step Plan. The employees' Pay Increase shall be calculated on the adjusted Step Plan. The employees pay increases shall be retroactive effective October 1, 2016. The adjusted Step Plan is funded for year one (1) of this contract. Eligibility for current steps (years in grade) shall be defined as follows: Pay steps shall be calculated as of October 1, 2016. . It is the City's policy that whenever an employee reaches the top of his/her pay range, they will receive a one-time bonus if a raise is negotiated.

For the Rank of Sergeant;

Sergeants in Step 1 of the previous Step Plan shall be eligible for Step 2 of the adjusted Step Plan. Sergeants in Step 2 of the previous Step Plan shall eligible to Step 3 of the adjusted Step Plan, and so on for each consecutive Step through Step 10. Sergeants in Step 10 of the previous Step Plan shall receive a three (3%) raise.

For the Rank of Lieutenant;

Lieutenants in Step 1 of the previous Step Plan shall be eligible for Step 2 of the adjusted Step Plan. Lieutenants in Step 2 of the previous Step Plan shall eligible to Step 3 of the adjusted Step Plan, and so on for each consecutive Step through Step 7. Lieutenants in Step 7 of the previous Step Plan shall receive a three (3%) raise.

Pay Increases and Retroactive Pay shall only be awarded to bargaining unit members that are on the pay roll at the police department at the time the contract is approved by the CITY and implemented (paid) by payroll.

SECTION 31.2 SPECIALIZED UNITS - INCENTIVE PAY

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred and twenty dollars (\$320.00) per month.

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

Addendum A

Step Pay Plan

SERGEANTS										
STEPS	1	2	3	4	5	6	7	8	9	10+
FY2017	65,385	66,545	67,760	68,975	71,209	71,406	72,622	73,837	75,046	77,210
LIEUTENANTS										
STEPS	1	2	3	4	5	6	7+			
FY2017	79,021	80,484	82,954	83,411	84,874	86,338	88,881			

City Commission Regular Meeting

11.c.

Meeting Date: 10/16/2017

Re: Interlocal Agreement within St. Lucie County for the Placement of St. Lucie County Transit Bicycle Share Stations in City Right-of-way and Parks

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Approval of Interlocal Agreement with St. Lucie County for the Placement of Transit Bicycle Share Stations in City Right-of-way and Parks.

SUMMARY:

- St. Lucie County Transit Services is establishing a countywide, two-year pilot bike share system. The new pilot program will initially be supported by nine stations and fifty specialty bicycles. The initial pilot program features five (5) bicycle station locations in the City Limits, with three (3) proposed on land under City control.
- The station locations are designed to integrate with the existing St. Lucie Transit System, and promote access to important activity destinations in Fort Pierce, along existing transportation hubs, Downtown, and Hutchinson Island.
- Station locations were determined as a result of a careful selection process with assistance from the Cities of Fort Pierce and Port St. Lucie, St. Lucie Transportation, Planning Organization, and the Florida Department of Transportation.
- Three (3) of the selected locations within the City of Fort Pierce are held by the City, therefore an interlocal agreement with St. Lucie County is proposed to authorize the placement and maintenance of Transit Bicycle Share Stations on City controlled right-of-way and/or park land.

RECOMMENDATION:

Approval

ALTERNATIVES:

Approve with Adjustments
Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Dean Kubitschek, Marina Director
Mike Reals, Public Works Director
David Engel, AICP, Transit Planner
Jack Andrews, City Engineer
Sheritta Johnson, Risk Manager

Fiscal Impact

OTHER INFORMATION:

Approximately \$1,000-2,000 of concrete may be necessary to complete two (2) bicycle station pads, and minor sidewalk connections. Impact Fee availability from transportation balance.

Attachments

Proposed Interlocal

Staff Report

Bicycle Stations Identified for Initial Pilot Program - City Parks

Bicycle Station Exhibits - Examples

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2017 12:33 PM
City Manager	Nick Mimms	10/09/2017 02:05 PM
Form Started By: Kori Benton		Started On: 09/20/2017 06:29 PM
Final Approval Date: 10/09/2017		

**INTERLOCAL AGREEMENT FOR THE
INSTALLATION, MAINTENANCE AND USE
OF ST. LUCIE TRANSIT BICYCLE SHARE STATIONS
BETWEEN SAINT LUCIE COUNTY
AND
CITY OF FORT PIERCE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2017, by and between **St. Lucie County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (referred to hereinafter as "County") and the **City of Fort Pierce**, a Florida municipal corporation, (referred to hereinafter as "City").

WITNESSETH:

WHEREAS, the County's transportation provider, Community Service, (referred to hereinafter as "St. Lucie County Transit") which serves as the a public transit system within the St. Lucie County geographical boundaries; and

WHEREAS, the County desires to locate bicycle share facilities in sections of the City to serve citizens and tourists engaging in the St. Lucie County transit system and provide access to bicycles, for a nominal fee, at several sites within the City's boundaries, public rights-of-way and parks adjacent to bicycle pathways or related transportation routes; and,

WHEREAS, the City owns and maintains the right-of-way and many parks within the City's limits; and,

WHEREAS, the installation of bicycle share stations will assist the transportation of citizens and tourists within the Community; and,

WHEREAS, the purpose of this Agreement is to establish responsibility for location and maintenance of community bicycle stations; and,

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

NOW, THEREFORE, in consideration of the conditions contained in this agreement, the parties agree as follows:

I. General: This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

II. County Responsibilities: The County agrees to the following:

- A. To provide the city, for review and approval, the schematics and the location of the bicycle stations.
- B. To lease and install bicycle stations at locations agreed to by the City and the County.
- C. To provide the City, for review and approval, detail and specifications of the proposed bicycle stations. The bicycle stations will be approximately six feet wide by twenty-two and one-half feet long, containing capacity for an average of ten bicycles, and informational sign kiosk attached to provide beneficial information to riders.
- D. To remove bicycle stations from locations and restore the site to its original condition within 30 calendar days of the date said station is no longer utilized as a stop within the bicycle program;
- E. To promptly repair or replace all damaged parts and permanent appointments to the station including, but not limited to, the fixture, sign, or other metal components which may rust;
- F. To submit an overall map displaying bicycle station locations and ridership guidelines and rates.

III. City Responsibilities: The City agrees to the following:

- A. To provide revocable permit to the County for the location of the bicycle stations that are within City right-of-way or parks.
- B. To assist the County or their representative in obtaining the consent of adjacent property owner(s) to bicycle stations locations.
- C. That where feasible, as determined by the City, extend existing sidewalks to locations of bicycle station pads if current sidewalk is not adjacent to the bicycle stations;
- D. That the City's applicable permitting department(s) agree(s) to review the submitted location description and design within 5 business days of receipt of the submittal package.
- E. To complete preparation and construction of appropriate concrete pads or fixture area for the selected and approved bicycle station sites within City right-of-way or parks.

IV. Termination: The Parties to this agreement may terminate this Agreement, with or without cause, upon providing the other party a minimum of ninety (90) days written notice of its intent to terminate the Agreement.

V. Liability: The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts, or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes

VI. Conformity to Existing Law: In the execution of this agreement the parties will comply with existing laws as well as with state and local regulatory requirements, including but not limited to Civil Rights laws and the Americans with Disabilities Act (ADA).

VII. Notice: All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:

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

With copies to:

St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

As to Fort Pierce:

City Manager
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

With a Copy to:

City Attorney
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

VIII. Severability: In the event that any portion of this agreement is deemed invalid or is declared unlawful subsequent to its execution, the remaining portions of the agreement shall not be affected and shall remain in full force and effect.

IX. Amendments: This agreement may be modified or amended from time to time upon the written and fully executed agreement of the Parties.

X. Execution and Duration: The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. This Agreement will be in full force and effect when fully executed by all Parties and shall remain in full force and effect until terminated by the parties.

XI. Notice of Complaints or Suits: Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it

which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party or St. Lucie County Transit is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

IN WITNESS THEREOF, the parties have executed the Agreement as of the date the Agreement is executed by the St. Lucie County Board of County Commissioners.

ATTEST:

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

DEPUTY CLERK

BY: _____
CHAIR

**APPROVED AS TO FORM AND
CORRECTNESS:**

COUNTY ATTORNEY

ATTEST:

CITY OF FORT PIERCE

SECRETARY

BY: _____
MAYOR

**APPROVED AS TO FORM AND
CORRECTNESS:**

CITY ATTORNEY



TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: **St. Lucie County Transit Services Bike Share Program
Interlocal Agreement Authorizing Placement of Bicycle Stations within City Parks**

DATE: September 25, 2017

STAFF REPORT

Request

An interlocal agreement with St. Lucie County is being presented to the City Commission in an effort to provide St. Lucie County capacity to locate bicycle share facilities within City right-of-way or park land, adjacent to bicycle pathways or related transportation routes, as part of their transportation services system. The initial pilot program features five (5) bicycle station locations in the City Limits, with three (3) proposed on land under City control.

Bicycle Share Program

The proposed program initiated by St. Lucie County seeks to install and operate a countywide, two-year pilot bike share system. The new pilot program will initially be supported by nine stations and fifty specialty bicycles. The station locations are designed to integrate with the existing St. Lucie Transit System, and promote access to important activity destinations in downtown Fort Pierce and along Hutchinson Island. Station locations were determined as a result of a careful selection process with assistance from the Cities of Fort Pierce and Port St. Lucie, St. Lucie Transportation, Planning Organization, and the Florida Department of Transportation.

The downtown Ft. Pierce and Hutchinson Island portion of the system, consists of four (4) stations and approximately 25 bicycles, is programmed to become operational sometime in early Fall 2017. These stations include Marina Square, Causeway Park, Jetty Park, and Jaycee Park. A primary station will be placed at the County Intermodal Transportation on Avenue D with the initial roll out. Additional stations, or adjustment to stations, are a component of the program as quantitative data and qualitative feedback are collected during the pilot program timeline.

The proposed stations at Marina Square, Jetty Park, and Jaycee Park are located within City controlled lands, therefore the proposed interlocal agreement would provide approval to the County for installation and maintenance of these locations, and subsequent locations authorized under the program.

The new Fort Pierce Bike Share stations will provide a non-motorized transportation amenity allowing City residents and visitors to take short trips around the popular historic downtown and between Hutchinson Island Public Park and commercial destinations without the use of automobiles.

Reduced and simple rental charges are available to City (County) residents at \$1.00 for the first hour and \$2.00 per hour thereafter (typical bike share trips generally last from 25 to 45 minutes). Visitors will be charged \$2.00 for the first hour and \$4.00 per hour thereafter.

St. Lucie County Funding

The majority of the capital costs in conjunction with this pilot project have been obtained through the Florida Department of Transportation Intermodal Development Program with much of the Ft. Pierce stations' capital and operating funding derived through the St. Lucie County Municipal Service Tax Unit. The City of Fort Pierce is not committing resources to the lease of equipment, insurance coverage, or continued operation/maintenance of the program at this time. The fiscal support to the project is estimated at \$1,000-2,000 in order to provide any concrete necessary to complete two (2) bicycle station pads, and minor sidewalk connections to bicycle station locations. Impact Fees for transportation related facilities may be an appropriate source of said funding.

Staff Notes

This program is consistent with the City of Fort Pierce's investment in park enhancement, multimodal transportation, and increased access and accommodations for bicyclists. Additionally, the program furthers numerous Goals, Objectives, and Policies within the City's Comprehensive Plan, and the 2012 Comprehensive Plan amendment which seeks implementation of a Bicycle Facilities Improvement Program (BFIP). A collection of these guiding policies and objectives furthered by the proposed program are presented below:

1.22 Objective

The City will coordinate land use and transportation decisions to reduce vehicle miles traveled (VMT) and the number of automobile trips required for daily needs to reduce greenhouse gas emissions through implementation of the following policies:

1.22.1 Policy:

The City shall maintain a well-connected pedestrian and *bicycle network* to reduce greenhouse gas emissions by completing missing sidewalk and bicycle segments through incorporation of projects into the City's Capital Improvements Program and through regional coordination efforts with St. Lucie County and the FDOT.

1.22.2 Policy:

The City shall improve access to transit, bicycling and pedestrian facilities. The City shall implement land use and community design features which contribute to energy efficiency and green house gas reduction, including, but not limited to:

4. Requiring provision of pedestrian/bicycle facilities in all new developments and redevelopment proposals
5. Requiring access to existing transit facilities as well as construction of new transit shelters associated with new development.

2.13 Objective:

The City shall support bicycling and walking as integral parts of the City's multimodal transportation system by providing connected, convenient, and user-friendly facilities along with requiring developments to be designed incorporating bicycle and pedestrian-friendly principles.

2.13.7 Policy:

The City shall prepare a Citywide Bicycle Facilities Report that inventories and evaluates the City's bicycle facilities network and develop a plan to provide an interconnected bicycle facilities network within the City to comply with Section 163.3180(5)(b)4, F.S.

2.3.5 Policy:

The City shall implement a “complete streets” policy which is designed and operated to address the needs of drivers, public transportation vehicles and patrons, bicyclists, and pedestrians of all ages and abilities in all planning, programming, design, construction, reconstruction, retrofit, operations, and maintenance activities. The City shall view all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in Fort Pierce and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system.

2.13 Objective:

The City shall support bicycling and walking as integral parts of the City's multi-modal transportation system by providing connected, convenient, and user-friendly facilities along with requiring developments to be designed incorporating bicycle and pedestrian-friendly principles.

2.13.8 Policy:

The City shall implement a Bicycle Facilities Improvement Program" (BFIP) in phases as bike lanes are constructed in key areas of the City specifically park and recreational facilities, transit stops and public spaces, as identified in Phase 1.

2.13.9 Policy:

The bicycle facilities utilized as part of the BFIP shall include covered and uncovered bicycle parking areas, fix-it stations, long term bicycle storage lockers and solar powered tracking devices.

2.13.10 Policy:

The LORs shall identify reduced parking requirements for all development contributing to the facilities identified in the BFIP that are above the established multi-modal requirements.

Future Action

Planning Staff seeks to provide the Parking Committee and City Commission an annual update regarding this innovative program, reporting ridership activities, funding levels, and opportunities of expansion.

Marina Administration

27°26'57.43"N
80°19'18.59" W

Melody Lane

Marina Square



Proposed Bicycle Share Station
Marina Square Location



Jetty Park

Seaway Drive

W 80°17'26.88"

27°28'10.18" N 80°17'27.06" W

Inlet Beach Bar & Grille

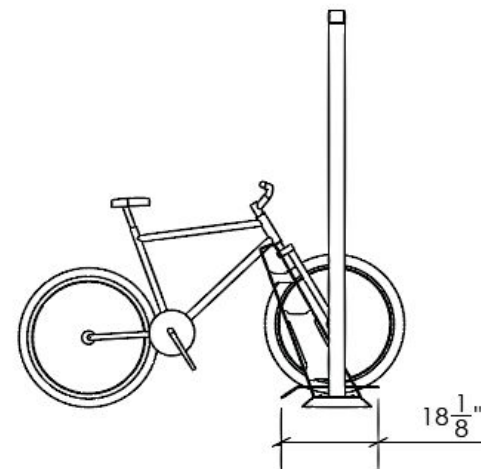
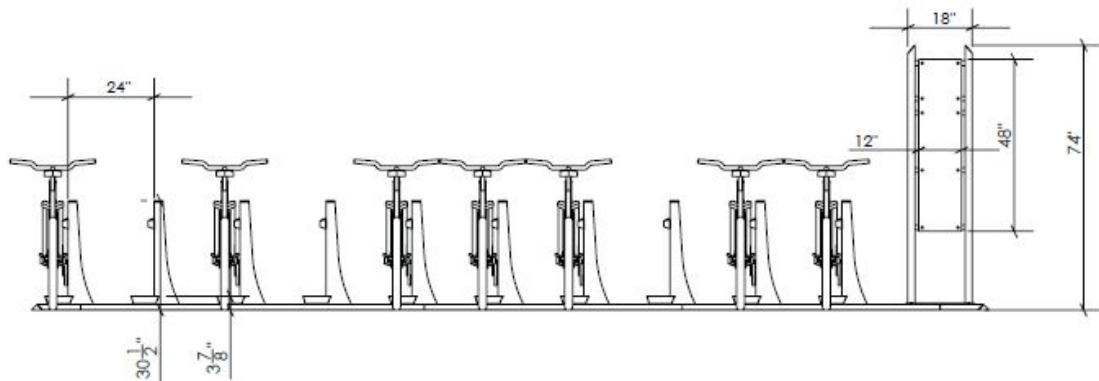
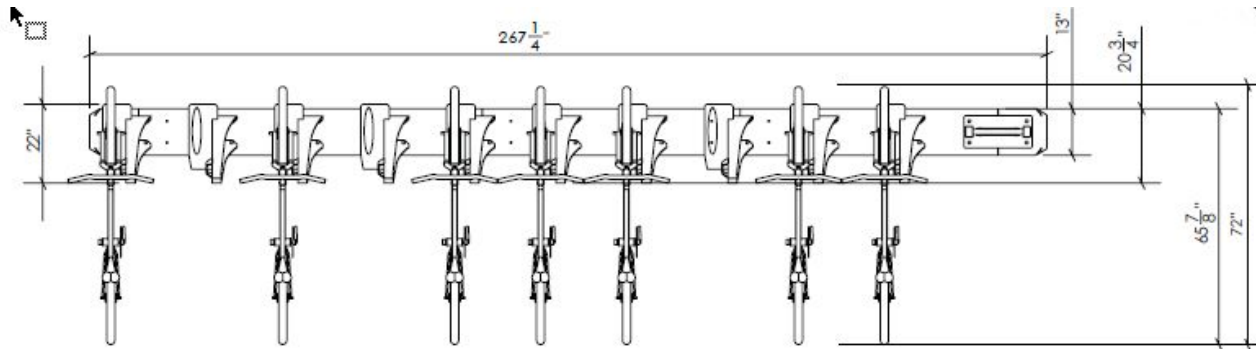


Proposed Bicycle Share Station
Jetty Park Location





Zagster K1 Station- 10 bike



Concrete Pad Option Specification

- Concrete pad is at least 4" depth. 6" depth with fiber additive strongly recommended in freeze-thaw regions
- If expansion joints are used, they should be placed 24" from each end of concrete strip, and on 48" spacing from each other



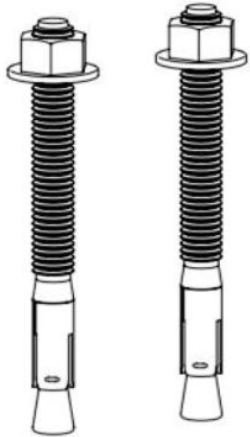
Concrete Strip Option Specification

Racks can be installed into a concrete strip surrounded by pavers, bricks, etc. if the following overall specifications are met:

- Concrete strip is at least 4" deep - 6" depth with fiber additive strongly recommended in freeze-thaw regions
- Concrete strip is a minimum of 10" wide if surrounded by asphalt or other impermeable surface, or 12" wide if surrounded by pavers or other permeable surface
- Concrete strip is completely surrounded by a hard surface
- Surrounding surface extends a minimum of 12" from concrete strip in every direction
- If expansion joints are used, they should be placed 24" from each end of concrete strip, and on 44" spacing from each other



Zagster Docks- Fixed Installation



Tech Notes:

- Drill hole diameter: $\frac{3}{8}$ "
- Minimum embedment 1 $\frac{1}{2}$ "
- Pull out strength (2000 PSI concrete) 3229#
- Work load strength (2000 PSI concrete) 807#
- Shear strength (2000 PSI concrete) 4318#
- Tightening torque 10-15 FtLBs

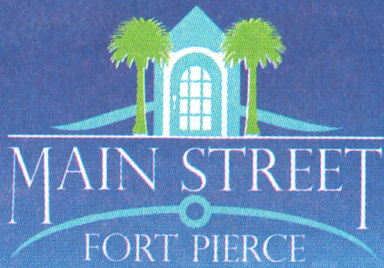
Wedge Anchor- $\frac{3}{8}$ " x 16UNC x 3- $\frac{3}{4}$ "



Gravel Pad Option Specifications

- All sod cleared and ground leveled
- Minimum 1/2" depth tamped sand base
- Minimum 2" depth tamped cinder or fine stone chip
- Maximum grade 2 degrees, <1 degree ideal





Volume 13, No. 2 September, 2017

FOCUS

The Official Monthly Newspaper of Main Street Fort Pierce

St. Lucie County Bike Share Program Coming to Downtown Fort Pierce

See story page 6



City Commission Regular Meeting

11.d.

Meeting Date: 10/16/2017

Re: Recommendation of Award for Bid No. 2017-028 - SHIP Home Rehabilitation Project

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Approve Close Construction, LLC as the lowest responsive bidder to Bid No. 2017-028 for an amount not to exceed \$29,500 for rehabilitation of 319 North 27th Street, funded through the State Housing Initiatives Partnership (SHIP) program.

SUMMARY:

According to the SHIP Local Housing Assistance Plan (LHAP) the City may provide owner-occupied housing rehabilitation using SHIP funds to upgrade substandard houses.

RECOMMENDATION:

Approve Close Construction, LLC as the lowest responsive bidder for Bid No. 2017-028.

ALTERNATIVES:

Do not approve the award of Bid No. 2017-028 to Close Construction, LLC.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division
Gelencia Carter, Manager, Purchasing Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 10590025548310
Amount: 29,500.00

FISCAL IMPACT:

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

Attachments

Bid Tabulation - 319 N 27th
Winning Bid - 319 N 27th St

Form Review

Inbox

Finance Department
Finance Department
City Manager
Form Started By: Libby Woodruff
Final Approval Date: 10/10/2017

Reviewed By

Johnna Morris
Johnna Morris
Nick Mimms

Date

10/09/2017 11:52 AM
10/09/2017 03:57 PM
10/10/2017 08:27 AM
Started On: 10/04/2017 08:11 AM



MEMORANDUM
from the
PURCHASING DEPARTMENT

TO: Elizabeth Woodruff, Grants Administration Manager

THROUGH: Gelencia Carter, Purchasing Manager

FROM: Georgia Montgomery, Purchasing Specialist

SUBJECT: Bid No. 2017-028 ~ Housing Rehabilitation Project
319 N. 27th Street

DATE: September 29, 2017

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

The invitation was sent to 464 vendors. Four (4) vendors requested specifications with two (2) responding (50%) plus 0 “No Bid” (50% total response).

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

/gm

Attachment

cc: Johnna Morris, Director of Finance
Karen Mike, Executive Assistant



CITY OF FORT PIERCE TABULATION OF BIDS

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


BID ON:	HOUSING REHABILITATION PROJECT 319 NORTH 27TH STREET
BID NUMBER:	2017- 028
DATE:	09/27/17 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
2 of 4 = 50 %
0 "No Bids"
Total = 50 %

VENDOR	TOTAL BID
Close Construction, LLC Okeechobee, FL	\$29,500.00
Parkit Construction, INC. West Melbourne, FL	\$47,956.00

PLEASE NOTE:

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

<p>DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Procurement Department P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p>INVITATION TO BID</p> <p>and</p> <p>BIDDER ACKNOWLEDGMENT</p>
<p>Contact: Gelencia Carter, 772-467-3748</p>	<p>Bid No: 2017-028</p>
<p>Mandatory Site Visit Date: Tuesday, September 19, 2017 - 10:00am</p>	<p>Bid Title: HOUSING REHABILITATION PROJECT FOR 319 North 27th Street</p>
<p>Mandatory Site Visit Location: 319 N. 27th Street Fort Pierce, FL 34950</p>	<p>Bid Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: Wednesday, September 27, 2017 - 3:00pm</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name: Close Construction, LLC -----</p> <p>Mailing Address: 301 NW 4th Avenue ----- Okeechobee, FL 34972 ----- -----</p>	<p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i></p> <p>X  Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Okeechobee, FL 34972</p>	<p>Typed or Printed Name: Thomas C. Close</p>
<p>Type of Entity (Circle One): Corporation Partnership Proprietorship</p>	<p>Title: President/Managing Member</p>
<p>Incorporated in the State of: Florida Year: 1993</p>	<p>Delivery in <u>60</u> days, ARO</p>
<p>Phone Number: 863.467.0831</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: 863.763.6337</p>	<p>FEIN or SS Number: 45-2708809</p>
<p>E-Mail Address: danny@closeconstruction.us</p>	<p>Local Business: <u>X</u>Y <u> </u>N MWBE: <u> </u>Y <u>X</u>N</p>
<p>Bid Security is attached, when required, in the amount of \$ <u>N/A</u> F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	

DRUG-FREE WORK PLACE FORM

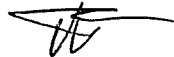
The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Close Construction, LLC _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

9.27.2017

Date



BID RESPONSE FORM

Bid Item	HOUSING REHABILITATION PROJECT FOR 319 North 27th Street, Fort Pierce, Florida 34950		
Bid Number	2017-028	Due Date & Time	3:00pm Wednesday, September 27, 2017

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL
Replace Roof.	\$ 6,400
Plumbing: Determine leak origination, potentially under slab. Reroute and repair plumbing, as needed to address leak.	\$ 600
Electrical: Rework exposed wiring outside rear of home.	\$ 750
Electrical: Repair electrical wiring issues in Master Bedroom.	\$ 1,200
Electrical: Replace two (2) Security Motion Light units at rear exterior of home.	\$ 250
Replace water heater on new concrete slab; locate new slab and heater approximately 2-3 feet from existing location. Construct cover for new water heater.	2,500
Replace windows with hurricane impact windows.	\$ 7,500
Replace three (3) exterior doors.	1,800
Add mini-split A/C system.	\$ 4,500
Prep and paint exterior of home.	\$ 4,000
<i>Total</i>	\$ 29,500

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor Close Construction, LLC
Address 301 NW 4th Avenue
City, State, Zip Code Okeechobee, FL 34972
Email Address danny@closeconstruction.us
Typed Name, Title Thomas C. Close, President/Managing Member
Signature **Date** 9.27.2017
Telephone # 863.467.0831 **Fax #** 863.763.6337

(*Please include Remit to address if different than address stated above)

Remit To: Same as above

Check blocks below for applicable minority indicators: N/A

- † Asian Indian † Black † Asian Pacific Hispanic
 † Native American Small Business † Women Owned Small Disadvantage Business



REFERENCE CHECK FORM

Bid No: <u>2017-028</u>	Title: <u>Home Rehabilitation</u> <u>319 North 27th Street, Fort Pierce, Florida</u>
Bidder/Respondent Name: <u>Close Construction, LLC</u>	
Reference Company Name: <u>DSI-Architects</u>	
Telephone Number: <u>407.790.7826</u>	Fax Number: <u>N/A</u>
Contact Name: <u>Eddie Muse</u>	Email: <u>e.muse@dsi-architects.com</u>
Project: <u>Centerstate Bank, Okeechobee Branch</u>	

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

• When did this company work for you? From: _____ To: _____

• How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

• On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

• Add any information/comments that might help us evaluate their ability to perform for us?



REFERENCE CHECK FORM

Bid No: <u>2017-028</u>	Title: <u>Home Rehabilitation</u> <u>319 North 27th Street, Fort Pierce, Florida</u>
Bidder/Respondent Name: <u>Close Construction, LLC</u>	
Reference Company Name: <u>Okeechobee County</u>	
Telephone Number: <u>863.763.0805</u>	Fax Number: <u>N/A</u>
Contact Name: <u>Donnie Oden</u>	Email: <u>doden@co.okeechobee.fl.us</u>
Project: <u>Highway 98 Annex Improvements</u>	

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

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• How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

• On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

• Add any information/comments that might help us evaluate their ability to perform for us?



REFERENCE CHECK FORM

Bid No: <u>2017-028</u>	Title: <u>Home Rehabilitation</u> <u>319 North 27th Street, Fort Pierce, Florida</u>
Bidder/Respondent Name: <u>Close Construction, LLC</u>	
Reference Company Name: <u>Okeechobee Architects</u>	
Telephone Number: <u>863.467.2690</u>	Fax Number: <u>N/A</u>
Contact Name: <u>Mark McCree</u>	Email: <u>mccreearch@msn.com</u>
Project: <u>Pine Creek Sporting Lodge</u>	

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

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Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

• On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

• Add any information/comments that might help us evaluate their ability to perform for us?



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

Received

JUL 10 2016

Close Construction

CLOSE, THOMAS C
CLOSE CONSTRUCTION LLC
P O BOX 2558
OKEECHOBEE FL 34973

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC048773 ISSUED: 06/30/2016

**CERTIFIED GENERAL CONTRACTOR
CLOSE, THOMAS C
CLOSE CONSTRUCTION LLC**

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2018 L1606300000794

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC048773	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



CLOSE, THOMAS C
CLOSE CONSTRUCTION LLC
301 NW 4TH AVENUE
PO BOX 2558
OKEECHOBEE FL 34972



No. 1025

OKEECHOBEE COUNTY }
STATE OF FLORIDA }

Business Tax Receipt

2017-2018

9/21/2017

IN CONSIDERATION
of the TOTAL SUM OF MONEY
shown hereon, the receipt of
which is hereby acknowledged.

Company ID #: 522

Contractor (0015A) (21-30 Employees)	\$54.00
.....
.....
TOTAL	\$54.00

CLOSE CONSTRUCTION

.....
is hereby licensed to engage in the business, profession or occupation of
.....

Contractor (0015A) (21-30 Employees) [General] Lic. #CGC048773

at **301 NW 4TH AVENUE**

....., in Okeechobee, Florida, for the period beginning the

1st..... day of October 2017

....., and ending on the 30th day of September, 2018

Celeste Watford

Celeste Watford, C.F.C Tax Collector

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Close Construction, LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 301 NW 4th Avenue	Requester's name and address (optional)	
	6 City, state, and ZIP code Okeechobee, FL 34972		
	7 List account number(s) here (optional) NAICS Codes 237900 / 236220		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	or
Employer identification number	
4 5 - 2 7 0 8 8 0 9	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Sheryl Wells, Treasurer* Date ▶ *6/20/17*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

- An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
 - Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CLOSE-3 OP ID: ME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pritchards and Associates -SLC 10791 SW Tradition Square Port St. Lucie, FL 34987 Kristina M. Morgan-Agency	CONTACT NAME: Kristina M. Morgan- Agency	
	PHONE (A/C, No, Ext): 772-345-7700	FAX (A/C, No): 772-345-7703
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Owners Insurance		32700
INSURER B : Southern Owners		10190
INSURER C : Bridgefield Employers Ins.		10701
INSURER D : Westchester Surplus Lines Ins		10172
INSURER E :		
INSURER F :		

INSURED Close Construction, LLC
PO Box 2558
Okeechobee, FL 34973

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			72637778	06/14/2017	06/14/2018	EACH OCCURRENCE \$ 1,000,000
D	<input checked="" type="checkbox"/> Pollution GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			G28132219001	06/20/2016	06/20/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4457286400	06/14/2017	06/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			4457286402	06/14/2017	06/14/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	830-29982	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property Section			72637778	06/14/2017	06/14/2018	
B	Equipment Floate			72637778	06/14/2017	06/14/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

<p>FORIN-1</p> <p>**FOR INFORMATION ONLY** Certificate can be issued to specific holder upon receipt of holder name and address.</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p><i>Lowell H. Pritchard</i></p>

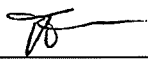
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CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Bid Response Form completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is W-9 Form completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper licensing as stated in bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper insurance as stated in bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bid envelope is marked accordingly.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Drug-Free Work Place form signed and enclosed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Debarment form signed and enclosed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are three (3) complete bid packages included (one original and two copies)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is each Bid Addendum (when issued) signed and included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PLEASE SIGN AND RETURN WITH BID  _____

City Commission Regular Meeting

11.e.

Meeting Date: 10/16/2017

Re: Bid No. 2016-016 Furnish & Install Asphaltic Concrete, Change Order No. 2

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Change Order No. 2 for Bid No 2016-016 "Furnish and Install Asphaltic Concrete" for 2017 Street Resurfacing needs to Lynch Paving of Okeechobee, Fl. in an amount not to exceed \$114,630.00.

SUMMARY:

The change order covers compensation for additional street resurfacing added to the original contract efforts for fiscal year 2016/17. The additional paving included 17th Street - Ave. D to Ave. I pending approval by the City Attorney.

In an effort to minimize additional mobilization costs and avoid impacts to Lincoln Park Academy school buss and other vehicle trips for the start of the school year on August 14, 2017 Lynch Paving was asked to commence this work August 8th and to be completed by August 11th.

RECOMMENDATION:

Approval

ALTERNATIVES:

Staff will proceed as directed by City Commission

RESPONSIBLE STAFF:

Edward Seissiger, Engineering Project Coordinator

COORDINATED WITH:

Bob Gent, Lynch Paving

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016/17
Account: 001-6000-513-6310
Amount: 114,630.00

FISCAL IMPACT:

This Change Order will encumber the remaining \$15,480.00 for fiscal year 2016/17 funds for Street Resurfacing and an advance of \$99,150.00 from the 2017/18 fiscal year funds for Street Resurfacing.

Attachments

Form Review

Inbox

Finance Department
City Manager
Form Started By: Ed Seissiger
Final Approval Date: 10/09/2017

Reviewed By

Johnna Morris
Nick Mimms

Date

10/09/2017 11:49 AM
10/09/2017 03:54 PM
Started On: 10/03/2017 08:16 AM

CHANGE ORDER NO. 2

Furnish and Install Asphaltic Concrete
2017 Street Resurfacing

Bid No. 2016-016

DATE: August 18, 2017

CONTRACTOR: Lynch Paving and Construction Company

OWNER: City of Fort Pierce

ORIGINAL CONTRACT AMOUNT	:	\$ 250,000
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	\$ 492,382.21
NET CONTRACT AMOUNT INCREASE RESULTING FROM THIS CHANGE ORDER	:	\$ 114,630.00
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	\$ 607,012.21
CURRENT CONTRACT EXPIRATION DATE	:	July 13, 2017
CONTRACT EXPIRATION DATE ADJUSTED BY THIS CHANGE ORDER	:	September 30, 2017

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for additional street resurfacing to be added to the original contract efforts for Fiscal year 2016/17. Additional paving is to include 17th Street between Avenue D and Avenue I.

In an effort to utilize the current mobilization of Lynch Paving to avoid additional mobilization costs and avoided impacts to the Lincoln Park Academy school bus and other vehicle trips for the start of the school year on August 14, 2017.

All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
1. Milling of existing asphalt	SY	1475	\$7.50	\$11,062.50
2. Tack coating	Gal	200	\$8.50	\$1700.00
3. Asphalt Type SP-9.5	TN	550	\$161	\$88,550.00
4. Furnish and Install Thermoplastic Striping	LS	1	\$26,770	\$13,317.50
NET INCREASE BY THIS CHANGE ORDER				\$114,630.00

III. JUSTIFICATION:

This street was chosen from the City of Fort Pierce Street Inventory and Conditions Report and rated in "poor" condition. The original 2016/17 street resurfacing budget was \$266,000 and to date expenditures are \$250,520 leaving a fiscal year balance of \$15,480. The additional \$99,150 will be advanced from the FY 17/18 resurfacing budget.

IV. PAYMENT:

This change order work will increase the existing contract price by \$114,630.00 which will be funded by Account No. 001-6000-513-6310.

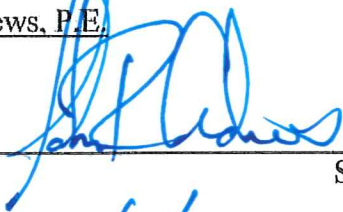
V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:

John R. Andrews, P.E.
City Engineer

By: _____



Signature

Date: _____

10/3/17

APPROVED AS TO FORM AND CORRECTNESS:

James M. Messer, Esq.
City Attorney

By: _____

Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____

Signature

Date: _____

ACCEPTED BY:

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

By: Robert P. Gent
Signature

Date: 9/22/17

City Commission Regular Meeting

11.f.

Meeting Date: 10/16/2017

Re: Melody Lane Parking Lot Interlocal Agreement Amendment 1

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request approval and execution of the First Amendment to Melody Lane Parking Lot Interlocal Agreement with Saint Lucie County.

SUMMARY:

This amendment provides additional funding in the amount of \$5,797.50 which compensates 50% of the construction cost overages.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Opt out and forfeit the additional \$5,797.50 funding

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Saint Lucie County Facilities

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

FISCAL IMPACT:

No fiscal impact proposed

Attachments

First Amendment fo SLC Interlocal Agreement

Form Review

Inbox

Finance Department

City Manager

Form Started By: Tracy Telle

Reviewed By

Johnna Morris

Nick Mimms

Date

10/09/2017 11:51 AM

10/09/2017 02:05 PM

Started On: 10/03/2017 12:38 PM

Final Approval Date: 10/09/2017

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
(MELODY LANE PARKING AREA)**

THIS FIRST AMENDMENT is entered into this _____ day of October 2017, by and between **City of Fort Pierce**, a Florida municipal corporation, hereinafter referred to as the "City" and **St. Lucie County**, a political subdivision of the State of Florida, hereinafter referred to as the "County".

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

WHEREAS, on June 21, 2016 the parties previously entered into an Interlocal Agreement which was recorded in official records book 3895 at page 471 of the Public Records of St. Lucie County, Florida. The Agreement provided for the reconfiguration and repaving of the existing general parking layout to provide angle parking and improved internal circulation; and,

WHEREAS, the City has requested the County split the costs of additional improvements and modifications to the work; and,

WHEREAS, the additional cost is eleven thousand five hundred ninety-five dollars (\$11,595.00) and the County's share of these additional costs will be five thousand seven hundred ninety-seven dollars and 50/100 (\$5,797.50); and,

WHEREAS, the parties desire to amend the June 21, 2016, Interlocal Agreement to incorporate to terms of the County's agreement to pay the additional cost as set out above.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Interlocal Agreement as follows:

1. County Responsibilities.

A. The County will contribute one hundred five thousand seven hundred ninety-seven dollars and 50/100 (\$105,797.50) to reconfigure Melody Lane Parking Area in accordance with the approved plan.

2. Except as amended herein, the remaining terms and conditions of the June 21, 2016, Interlocal Agreement shall remain in full force and effect.

3. This amendment shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals on this _____ day of _____, 2017.

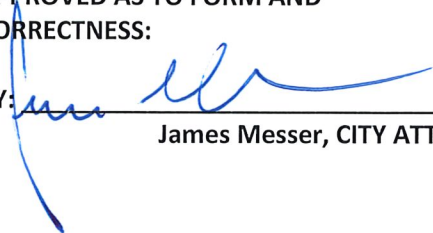
ATTEST:

Linda Cox, CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: _____
Linda Hudson, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

BY:  _____
James Messer, CITY ATTORNEY

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
COUNTY ATTORNEY

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ATTEST:

Linda Cox, CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: _____
Linda Hudson, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

BY:  _____
James Messer, CITY ATTORNEY

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
COUNTY ATTORNEY

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IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals on this _____ day of _____, 2017.

ATTEST:

Linda Cox, CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: _____
Linda Hudson, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

BY:  _____
James Messer, CITY ATTORNEY

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
COUNTY ATTORNEY

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3. This amendment shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals on this _____ day of _____, 2017.

ATTEST:

Linda Cox, CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: _____
Linda Hudson, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

BY:  _____
James Messer, CITY ATTORNEY

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
COUNTY ATTORNEY

City Commission Regular Meeting

11.g.

Meeting Date: 10/16/2017

Re: Approve Blanket Purchase Orders for the Sunrise Theatre for FY 2017-2018

Submitted For: John Wilkes, Executive Director, Sunrise Theatre

SUBJECT:

Approve Blanket Purchase Orders for the Sunrise Theatre in the amount not to exceed \$421,884.00

SUMMARY:

Approve Blanket Purchase Orders over \$10,000 for various vendors for services to Sunrise Theatre.

RECOMMENDATION:

Recommend approval of blanket purchase orders. These are established vendors with whom the Sunrise Theatre does business with on a regular basis.

ALTERNATIVES:

Find and use other vendors.

RESPONSIBLE STAFF:

John D. Wilkes, Executive Director of the Sunrise Theatre

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N: yes
Fiscal Year: 2017/18
Account: Various
Amount: 421,884

OTHER INFORMATION:

Amount budgeted in FY 2017/18

Attachments

Blanket Purchase Orders

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/09/2017 11:47 AM

City Manager
Form Started By: Anne Satterlee
Final Approval Date: 10/09/2017

Nick Mimms

10/09/2017 03:54 PM
Started On: 09/25/2017 02:30 PM

City Commission Regular Meeting

12.a.

Meeting Date: 10/16/2017

Re: Application submitted by Kevin Degolier

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Application submitted by Kevin Degolier is requesting to secure a 4COP – Beer, Wine, Liquor License to offer sale of alcohol, at 658 N. 2nd Street, Fort Pierce, Florida; for consumption on premises subject to conditions. The sale or distribution of alcoholic beverages for consumption on premises requires a Waiver of Distance from Sec. 3-7 and Sec. 3-14 to operate within 1,600 feet of a church, school or other licensed establishments. The property is zoned C-6, Marine Commercial Commercial Zone (Parcel ID 2403-801-0006-000-4).

SUMMARY:

- Twisted Tiki is a restaurant and Bar which is seeking to sell beer, wine, and liquor for consumption on-premises.
- The restaurant is located at 658 N 2nd Street, the establishment shares a parcel with the Captain's Galley.
- The request is to secure a 4COP – Beer, Wine, and Liquor License to offer sale of alcohol, at the subject location, for consumption on-premises. Section 3-7 and 3-15 of the City Code restricts the sale or distribution of sealed alcoholic beverages for consumption on the premises where the establishment is located within 1,600 feet of a church, school, or other licensed establishments; unless a Waiver of Distance is granted.
- The applicant is requesting the waiver based upon the presence of 4 other licensed establishments that are located within 1,600 feet of the proposed site.
- A total of 39 Notifications of the proposal were mailed to the owners of property within 500 feet of the subject property. The responses received will be reported to the City Commission at the public hearing. The requested Waiver of Distance is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare.

RECOMMENDATION:

Approval with Conditions:

1. A Crime Prevention Through Environment Design (CPTED) survey must be conducted by the City of Fort Pierce Police Department before the grand opening of the establishment.
2. Before the grand opening, the site must be in compliance with City Code 22-187, General Landscaping Requirements. This would include a 10 foot landscape strip between streets right-of-way and the vehicular use area.
3. A copy of the Shared Parking Agreement between Captain's Galley & The Backyard Pub should be provided to the City Planning & Engineering Departments. This must be provided when the applicant applies for a business tax license.
4. The two concrete driveway aprons constructed as part of the North 2nd Street Roadway project shall extend 10' into the property to aid in the reduction of sediment tracking into the right-of-way of Indian River Drive and North 2nd Street. This must be constructed by

- the owner/applicant prior to the grand opening
5. Provide stop signs and stop bars at the North Indian River Drive and North 2nd Street driveways prior to the grand opening.

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Brandon Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Kori Benton, Senior Planner

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Planning Staff Report
Application for Waiver of Distance
Aerial & Waiver of Distance Map
Site Plan
Parking Layout
TRC Police Dept Comments
TRC Engineering Dept Comments
Property Record Card

Form Review

Inbox

City Manager

Form Started By: Brandon Creagan

Final Approval Date: 10/09/2017

Reviewed By

Nick Mimms

Date

10/09/2017 08:44 AM

Started On: 10/04/2017 10:08 AM



TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Waiver of Distance – 4COP Alcohol License**
The Twisted Tiki
658 N 2nd Street

DATE: October 4, 2017

STAFF REPORT

Applicant: Kevin Degolier
 7248 Maidstone Drive
 Port St. Lucie, FL. 34986

Property Owner: Taryn, Tyler, & Trevor Horvath
 2301 River Hammock Lane
 Fort Pierce, FL 34981

Requested Action: Recommendation of Approval for a Waiver of Distance for an Alcoholic Beverage License

Type of License: 4COP – Beer, Wine, and Liquor; sale for on premises consumption.

Name of Establishment: The Twisted Tiki

Site Location: 658 N. 2nd Street

Parcel ID: 2403-801-0006-000-4

Current Zoning: C-6, Marine Commercial Zone

Future Land-Use MC, Marine Commercial

Surrounding Zoning:

North	East	South	West
C-6	C-6/OS1	C-6	C-6

Staff Analysis:

The Twisted Tiki is a restaurant and bar which is seeking to have beer, wine, and liquor for consumption on-premises. The last active establishment to be in operation at the address was Bottoms Up Raw Bar and Grill. They did hold a 4COP alcohol license and their business tax license expired at the end of September 2015. The restaurant and bar is located at the northern portion of the parcel between North 2nd Street and North Indian River Drive. The parcel is shared with Captain's Galley, which is on the southern portion of the parcel. There is an unimproved shared parking area that both establishments will use.

The request is to secure a 4COP – Beer, Wine, and Liquor License to offer sale of alcohol, at the subject location, for consumption on-premises. Section 3-7 of the City Code restricts the sale or distribution of alcoholic beverages for consumption on the premises where the establishment is located within 1,600 feet of a church, school, or other licensed establishments; unless a Waiver of Distance is granted.

The applicant is requesting the waiver based upon the presence of 4 other licensed establishments that are located within 1,600 feet of the proposed site. Those 4 other licensed establishments are, Crocodillos, Tillman's Famous BBQ, Captain's Galley, and 12A Buoy. City Code Section 3-15 of the City Code specifies that a waiver of distance shall be granted only if it does not adversely affect community health, safety or general welfare and that the following are considered:

a. The actual location and distance of the proposed establishment with respect to other places of business licensed to sell intoxicating beverages, whether on or off the premises, as well as churches and schools;

The proposed establishment is located approximately: 360 ft. from Captain's Galley, 615 ft. from Tillman's Famous BBQ, 620 ft. from Crocodillos Bar & Grill, & 1,200 ft. from 12A Buoy

b. Whether adequate parking and landscaping for the facility are provided so as to meet the requirements set forth in sections 22-60 (Off Street Parking and Loading) and 22-187 (General Landscaping Requirements);

The existing site contains adequate parking to meet City Code 22-60. The parking lot is undeveloped. The City Engineering Department has deemed that the parking area does not have to be improved and will consider the parking area to be grandfathered in. The landscaping will need to be brought into compliance with City Code 22-187. The owners are aware of this and will take the necessary steps to bring the site into full compliance. A 10 foot landscape buffer must be installed.

c. Whether the facility is physically separated or well buffered from all adjacent residentially zoned areas;

There are no residential zoning districts around the site, however there are residential structures near the site along North 2nd Street. The Police Department has offered to conduct a Crime Prevention Through Environment Design (CPTED) survey that will help to ensure that sound levels are checked and set pursuant to the City's noise ordinance so nearby businesses and residents are not affected. The survey will also provide recommendations for lighting and landscaping (to assist with noise abatement), and other crime prevention recommendations.

d. Whether traffic generated by patrons or pickup/delivery vehicles will pass through low or moderate density residentially zoned neighborhoods;

This property is accessible from North 2nd Street, unimproved Avenue G, and North Indian River Drive. It would not be necessary for either customer or commercial vehicles to pass through residentially zoned districts. While there are no residentially zoned districts, there are residential structures near the site along North 2nd Street. Customers and commercial vehicles could pass by these structures, but they also have access to the parking area from North Indian River Drive where there are no residential structures.

e. Whether, if the facility is located within sixteen hundred (1,600) feet of a church or school, it will generate traffic which may adversely affect the safety of persons attending such church or school.

This establishment is not located within 1,600 feet of a church or school.

Section 3-14 (2) of the City Code states that an applicant holding a 4COP license (Beer, Wine and Liquor) must demonstrate that any parking area provided for is illuminated by not less than three (3) footcandles per square foot of parking lot area.

The application as submitted meets the necessary requirements for holding a 4COP license. The restaurant and Bar, has seating for approximately 70 people, with a maximum occupancy of 185 people. The hours of operation are from Sunday to Thursday 11am – 12am & Friday to Saturday 11am to 1am. It is understood by the applicant that lighting in the parking area must not be less than three (3) footcandles per square foot of parking lot area. This will be verified when the Police Department conducts its CPTED survey.

Technical Review Committee:

All affected City Departments have reviewed the proposed Waiver of Distance and have provided conditional approval based on compliance with requirements of the City Code. The comments generated from the technical review, and any responses by the applicant are provided for review.

Public Notification:

39 notification letters have been mailed out to owners of property within 500 feet of the proposed alcohol establishment. As of October 4, 2017 no letters have been received in favor of or in opposition to the request. An update will be given at the City Commission meeting on October 16, 2017.

Planning Board:

At their meeting on September 28, 2017 the Planning Board voted 6-0 to recommend approval to the City Commission for the request to obtain a 4COP alcohol license.

Staff Recommendation:

The requested Waiver of Distance is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends that the City Commission **approve** of the requested Waiver of Distance for a 4COP Alcoholic Beverage License for the proposed establishment with the following conditions:

1. A Crime Prevention Through Environment Design (CPTED) survey must be conducted by the City of Fort Pierce Police Department before the grand opening of the establishment.
2. Before the grand opening, the site must be in compliance with City Code 22-187, General Landscaping Requirements. This would include a 10 foot landscape strip between streets right-of-way and the vehicular use area.
3. A copy of the Shared Parking Agreement between Captain's Galley & The Twisted Tiki should be provided to the City Planning & Engineering Departments. This must be provided when the applicant applies for a business tax license.
4. The two concrete driveway aprons constructed as part of the North 2nd Street Roadway project shall extend 10' into the property to aid in the reduction of sediment tracking into the right-of-way of Indian River Drive and North 2nd Street. This must be constructed by the owner/applicant prior to the grand opening
5. Provide stop signs and stop bars at the North Indian River Drive and North 2nd Street driveways prior to the grand opening.



WAIVER OF DISTANCE

Property address or Location 658 N. 2nd ST Fort Pierce (Lower)

Parcel ID #(s) 2403 801 0006 0004

Project description THE BACKYARD PUB (Licop License)
Changed to Twisted Tiki

Property Owner(s) (Taryn Horvath, Tyler Horvath, Trevor Horvath)

Street Address 2301 River Hammock Lane

City Fort Pierce State FL Zip 34981

Phone Number 772-979-5970

Email Address JPOW33@yahoo.com

Applicant/Representative, Title, Company KEVIN DEGOVIER PRESIDENT, DEGCO INC.

Street Address 7248 MAIDSTONE DR.

City PORT ST. LUCIE State FL Zip 34986

Phone Number 772-215-3875

Email Address DEGCO@BELLSOUTH.NET

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.

Taryn Horvath, Tyler Horvath, Trevor Horvath
Property Owner(s) Signature(s)

STATE OF FLORIDA -- St Lucie COUNTY

The foregoing instrument was acknowledged before me this 17th day of JULY, 2017, by

Taryn Horvath, Tyler Horvath, Trevor Horvath who is personally known to me or has produced

Paula A. Mascara as identification.

Signature of Notary



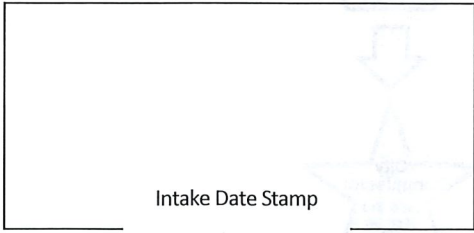
INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3000 x729

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date _____
 Intake Planner _____
 Planner Assigned _____
 Approved By _____ Date _____
 Comments _____

Fees _____ Control # _____ B. Permit # _____



WAIVER OF DISTANCE

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

- As-built site drawing, to scale, including the building, front door, parking area, traffic ingress and egress, sidewalks, landscaping and exterior lighting
- Sketch of the building's interior layout including square footage of the following: kitchen, bar area, seating arrangement, and restrooms
- Complete, notarized

Application Type:

- 1 APS/2APS: Beer Only / Package Sales or On-Premises Consumption
- 1 COP/2COP: Beer and Wine/Package Sales or On-Premises Consumption
- 3 APS: Beer, Wine & Liquor/Package Sales Only
- 4 COP: Beer, Wine & Liquor/On-Premises Consumption

Business Information:

New Business

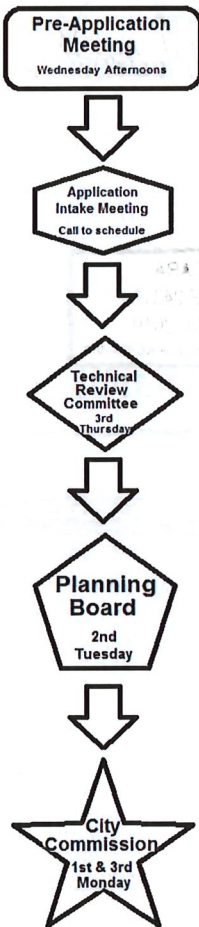
Transfer from: _____ Open since: _____
address year

Building Size 4154 Maximum Occupancy 185 Total Seating 70 Parking Spaces 9

Hours of Operation:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
to	to	to	to	to	to	to
11-12	11-12	11-12	11-12	11-12	11-12	11-12

Application Outlook



Minimum requirements for on-premises consumption.

(1) An applicant holding a "Beer and Wine—Consume on Premises and Package Sales" license must be engaged in conducting a bona fide restaurant establishment, for which such waiver is sought, and to qualify as a bona fide restaurant the restaurant must:

- (a) Have tables capable of seating not fewer than twenty (20) persons simultaneously, for the purpose of serving meals;
- (b) Must dispense sales of beer and wine only to persons patronizing the establishment for the main purpose of ordering and consuming food;
- (c) Have permanent kitchen facilities with a commercial stove, refrigerator and oven located within the premises in which meals are regularly prepared for service to patrons of the establishment.

(2) An applicant holding a "Beer, Wine and Liquor—Consume on Premises and Package Sales" license must demonstrate that any parking area provided for is illuminated by not less than three (3) footcandles per square foot of parking lot area.

DEGCO, INC.
dba THE BACKYARD PUB
658 N. 2ND STREET
FORT PIERCE, FL. 34950

RE: WAIVER OF DISTANCE

THE BACKYARD PUB IS GOING TO BE A DESTINATION FOR EVERYONE TO ENJOY!

OUR GOAL IS TO CREATE THE ULTIMATE BACKYARD BARBECUE EXPERIENCE WHILE PROVIDING FOOD, DRINKS, AND AMAZING MUSIC, ALONG WITH YOUR FAVORITE BACKYARD GAMES:

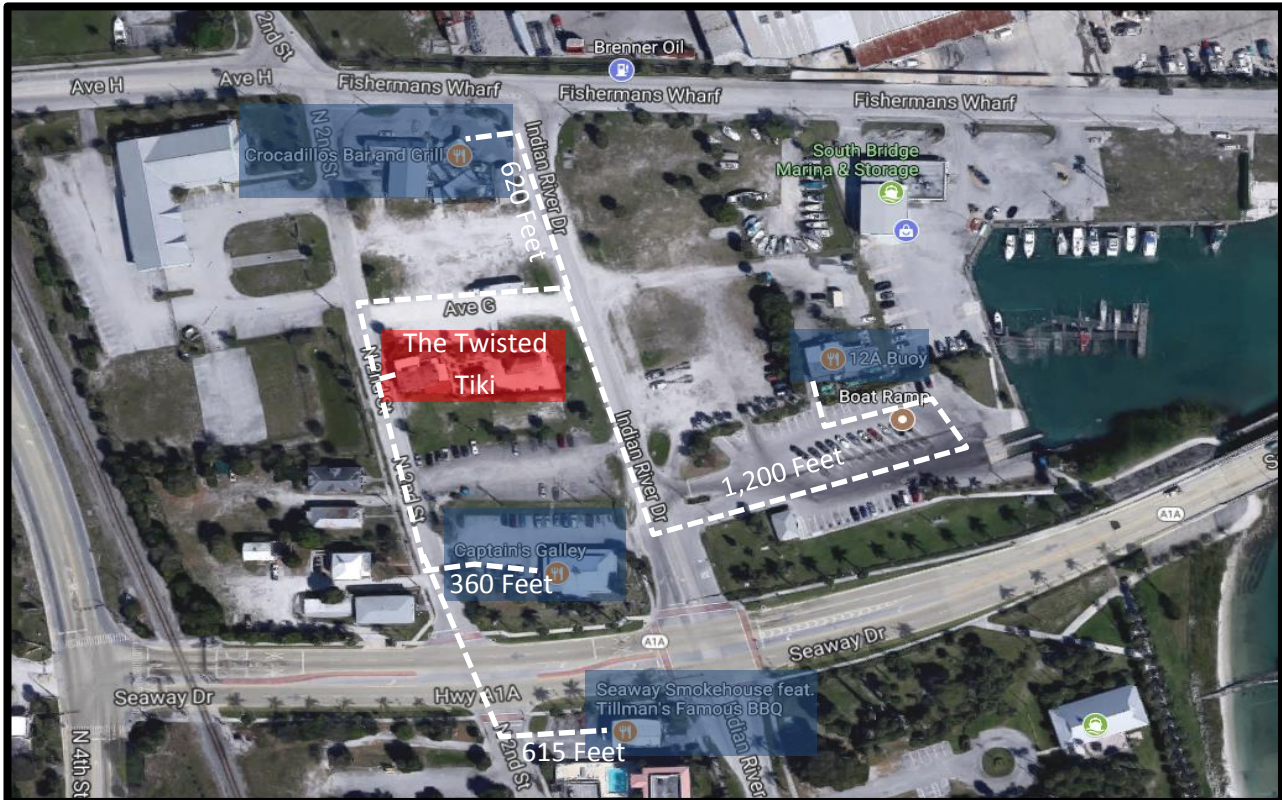
GIANT JENGA
BIMINI RING
CORNHOLE
....AND MORE!

THE REASON FOR OUR REQUEST TO EXPEDITE THE PROCESS IS DUE TO US NOT BEING ABLE TO IMMEDIATELY TRANSFER OUR LIQUOR LICENSE FOR OUR OLD LOCATION WITHOUT THE ZONING SIGN OFF, AND WE HAVE TO PUT IT IN ESCROW. WE HAVE BEEN GIVEN 2 MONTHS TO GET IT OUT OF ESCROW AND BE ACTIVE IN THE ABOVE MENTIONED LOCATION.

THANK YOU FOR YOUR TIME AND CONSIDERATION IN THIS MATTER.

RESPECTFULLY,
KEVIN AND CONNIE DEGOLIER

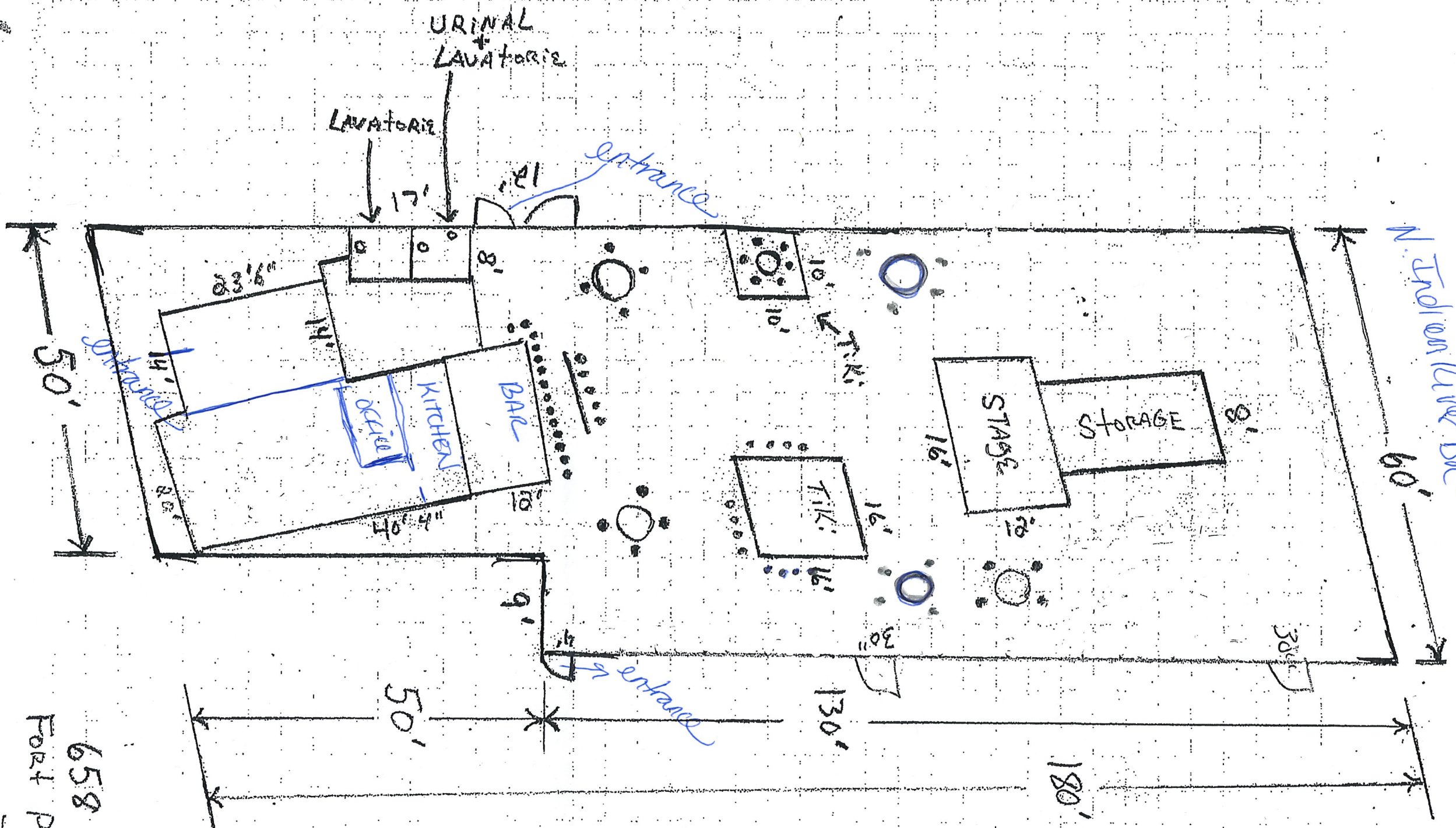
A handwritten signature in blue ink, appearing to read "K. Degolier", is located at the bottom left of the page.



**Waiver of Distance
658 N. 2nd Street
Aerial & Distance Map**



N 2nd Street

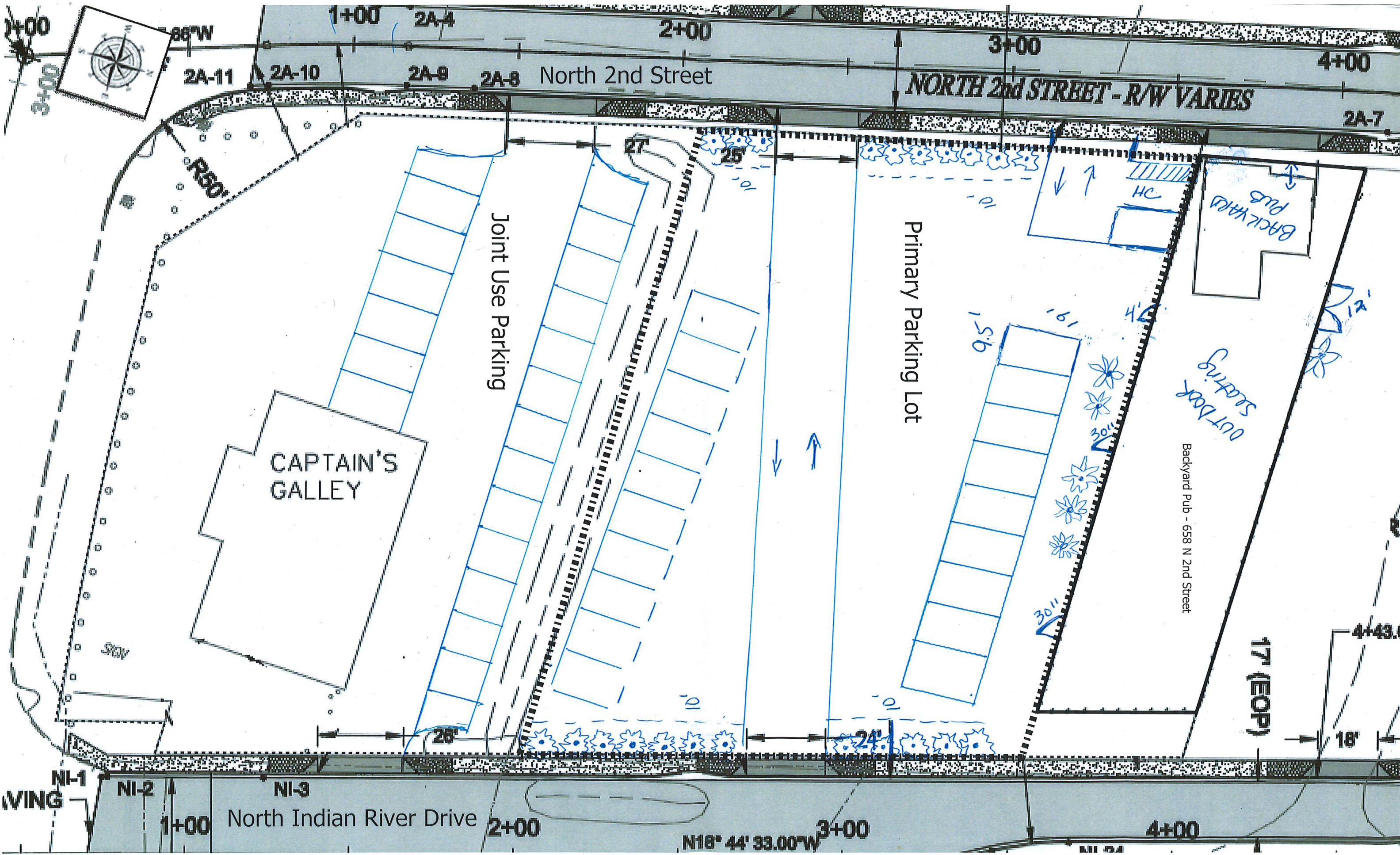


N. Indian River Ave.

658 N 2nd Street
Fort Pierce FL.
34950

1888
4155


D Gate
← SING





THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

To: Brandon Creagan, Planner

From: Frank J. Amandro, Deputy Chief 

Date: August 8, 2017

Subject: Follow-Up: Application for Waiver of Distance – 658 N. 2nd Street

I have completed a secondary review of the Waiver of Distance for 658 N. 2nd Street after our August 2, 2017, 11:00 AM follow-up meeting with the applicant. The applicant is proposing to open a bar called the "Backyard Pub" at this location. As such, a Waiver of Distance is needed because of the proximity of other similar establishments. If the application is granted, the Waiver of Distance would allow the applicant to serve alcohol within sixteen hundred (1600) feet of another establishment already serving alcohol.

During the meeting, the police department expressed several concerns with this application, the physical building, and the surrounding community:

- Potential for loud/nuisance noise
- Location/position of the stage
- Proximity of a residential community
- Past experiences with a similar venue at this location

At our August 2nd meeting with the applicant each of these aforementioned items were discussed in detail. As it pertains to the location/position of the existing stage: it is my understanding from the applicant that the stage cannot be moved, as it would be too costly to do so. The applicant also assured us that they will not have "live" music venues at this location. Potential for loud/nuisance noise, the applicant guaranteed the City that the sound equipment they plan on using at this venue would not be the Amplified PA systems that "live" bands typically use e.g., high voltage soundboards and large powerful speakers. The applicant stated that the sound system they will be installing will be a surround sound system with speakers positioned underneath the Tiki Huts. The applicant assured us that this type of system will provide direct sound to the immediate area surrounding the Tiki Huts instead of using a PA system that would blast loud acoustic music across the complex.

The other area of concern that was discussed was the close proximity of the adjacent residential community. We also discussed the City's noise ordinance and nuisance abatement ordinance in great deal: the noise decibels set by the ordinance, the fines associated with violations of the

ordinance, and the consequences of repeat violations e.g., the procedures for handling a nuisance property. I would request that a copy of both ordinances be provided to the applicant.

The police department approves the Waiver of Distance application with one condition that the applicant complete a *Crime Prevention Through Environmental Design* (CPTED) survey through the police department's Crime Prevention Unit prior to the grand opening of the establishment. The Crime Prevention Unit will work with the applicant's sound manager/technician to ensure that the sound system levels are checked and set pursuant to the City's noise ordinance. The CPTED survey will also provide recommendation's for lighting, landscaping (to assist with noise abatement), and other crime prevention recommendations.

C. Rebecca Grohall, Planning Manager
Kori Benton, Senior Planner
Alicia Rosenthal, Executive Assistant



TO : Brandon Creagan, Planner
FROM : John R. Andrews, P.E., City Engineer
RE : Backyard Pub – 658 North 2nd Street
TRC Project No. 17-0800002
DATE : August 1, 2017

JA



This is to advise you that we have completed the review of the following documents as received by this office on July 24, 2017:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Waiver of Distance Application | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- | | | |
|---|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend w/ conditions | <input type="checkbox"/> Do Not Recommend | |
| <input checked="" type="checkbox"/> Waiver of Distance | <input type="checkbox"/> Building Permit | <input type="checkbox"/> C/O |

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- See attached for conditions of approval

ENGINEERING COMMENTS:

1. In addition to the development's noted primary parking lot, the application indicates that utilization of Captain Galley's parking area; please provide a copy of the executed parking agreement between the two business owners. The agreement shall provide assurances to ensure the parking agreement remains in effect as long as the business is operational.
2. Advisory Comment: Although the primary parking lot is an existing unimproved parking area and in normal circumstances would be required to be improved to current City development standards, it is considered to be "grandfathered in" and therefore is not required to be improved per information provided by Planning Department staff.
3. Advisory Comment: As part of the North 2nd Street Roadway Improvement project the North 2nd Street driveway apron will be shifted north, approximately 40', so as to be centered within the subject lot; this shift will allow additional parking stalls along the southern property line.
4. The two concrete driveway aprons constructed as part of the North 2nd Street Roadway project shall extend 10' into the property to aid in the reduction of sediment tracking into the right-of-ways of Indian River Drive and North 2nd Street. This 10' extension shall be constructed by the property owner/applicant as the 10' extension is not part of the 2nd Street roadway project.
5. Provide stop signs and stop bars at the Indian River Drive and North 2nd Street driveways.

JRA/TST/tst

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

Property Identification

Site Address: N 2nd ST
 Sec/Town/Range: 03/35S/40E
 Map ID: 24/03S
 Zoning: C6

Parcel ID: 2403-801-0006-000-4
 Account #: 16201
 Use Type: 1200
 Jurisdiction: Fort Pierce

Ownership

Tyler J Horvath
 Trevor G Horvath
 Taryn M Horvath
 2301 River Hammock LN
 Fort Pierce, FL 34981-4934

Legal Description

INDIAN RIVER MEMORIAL PARK ALL OF TRACTS D, E, F, G, H AND ASSESSOR'S MAP OF NORTH PART OF FORT PIERCE THAT PART OF LOT 1 AND LOT 4 LYING E OF SECOND STREET, AND 3 35 40 FROM PROJECTED INT OF E R/W OF N 2 ST WITH S R/W OF FISHERMAN'S WHARF RUN SLY ALG N 2 ST R/W 303.20 FT TO POB, TH CONT SLY ON R/W 143.43 FT TO N LI AV G, TH E ALG SD N LI 202 FT M/L TO W LI IND RIVER DR, TH NWLY ALG SD R/W 200 FT M/L, TH S 88 DEG 14.5 MIN W 190.57 FT TO POB - LESS ROAD R/WS (1.52 AC - 66,244 SF) (MAP 24/03S) (OR 546-2504 : 556-2611 : 744-1800 : 749-38 : 1358-1490 THRU 1494: 1363-2552 THRU 2556 : 3329-865 : 3406-390: 3422-1751: 3478-836: 3697-2628: 3918-903)



Current Values

Just/Market Value: \$1,139,400
 Assessed Value: \$1,139,400
 Exemptions: \$0
 Taxable Value: \$1,139,400
 Taxes for this parcel: SLC Tax Collector's Office
 Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF): 4,575
 Gross Area (SF): 8,075
 Land Size (acres): 1.52
 Land Size (SF): 66,244

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Sep 30, 2016	3918 / 0903	0111	PR	Horvath (EST) Dennis J	\$100
Nov 21, 2014	3697 / 2628	0111	QC	Horvath (EST) Dennis J	\$100
Jan 25, 2013	3478 / 0836	0111	MS	Horvath, Dennis J	\$0
Aug 17, 2012	3422 / 1751	0111	MS	Horvath, Dennis J	\$0
Jun 19, 2012	3406 / 0390	0311	QC	Horvath, Dennis J	\$300,000
Oct 3, 2011	3329 / 0865	0111	CT	Smyth, Harold H	\$230,000
Jan 22, 2001	1358 / 1494	XX04	QC	Wade, Deena Ree H	\$100
Jan 22, 2001	1358 / 1492	XX01	DE	Wade, Deena Ree H	\$100
Jan 22, 2001	1358 / 1490	XX01	PR	Rakowich (Est), Margaret A	\$100
Sep 1, 1987	0556 / 2611	XX01	CV		\$23,100
Sep 1, 1987	0556 / 2611	XX00	CV		\$23,100

Building Information (1 of 2)

Finished Area: 2,687 SF
 Gross Total Area: 3,921 SF

Exterior Data

View:	Roof Cover: Metal	Roof Structure: Hip
Building Type: REST	Year Built: 1988	Frame:
Grade: Y_B-	Effective Year: 1988	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall: Frm Stucco

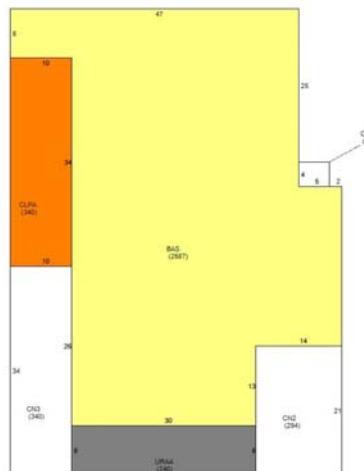
Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
-------------	-------------------	-------------------

Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Heat Type: FrcdHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 0%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	2687	2687	244
CLPA	Closed Porch Average	340	0	88
CN1	CANOPY	20	0	18
CN2	CANOPY	294	0	70
CN3	CANOPY	340	0	88
URAA	Utility Room Attached Average	240	0	76

Building Information (2 of 2)

Finished Area: 1,888 SF
 Gross Total Area: 4,154 SF

Exterior Data

View:
 Building Type: STRL
 Grade: Y_D
 Story Height: 2 Story

Roof Cover: Tar & Gravel
 Year Built: 1950
 Effective Year: 1980
 No. Units: 2

Roof Structure: Flat/Shed
 Frame:
 Primary Wall: Conc Block
 Secondary Wall: Abs Shingle

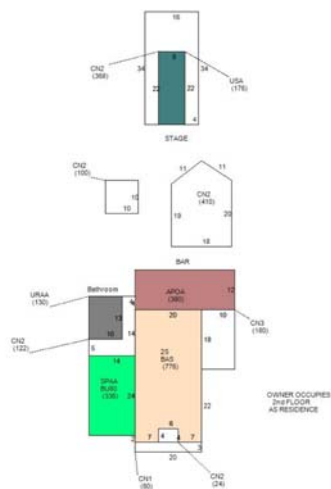
Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FrcdHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: CONC GRD
 Sprinkled %: 0%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	776	776	128
APOA	Aluminium Porch (Open) Average	360	0	84
BAS	BASE AREA	776	776	128
BU80	UNFINISHED AREA ADJUST 20% FOR BUILDOUT	336	336	76
CN1	CANOPY	60	0	46
CN2	CANOPY	1024	0	347
CN3	CANOPY	180	0	56
SPAA	Screen Porch Attached Average	336	0	76
URAA	Utility Room Attached Average	130	0	46
USA	Utility Shed Average	176	0	60

Special Features and Yard Items


Type	Qty	Units	Year Blt
DOUBLE LIGHT	1	2	1988
CEMENT CURB	1	144	1988
CONCRETE LOW	1	10800	1988
WOOD FEN 3'	1	75	2004
WOOD FEN 6'	1	334	2012
CONCRETE LOW	1	1000	2013

Current Year Values

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$200,400					
Land:	\$939,000					
Just/Market:	\$1,139,400					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$0					
Assessed:	\$1,139,400					
Exemption(s):	\$0					
Taxable:	\$1,139,400					

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0041	10	Fort Pierce Stormwater Charge	\$540.00

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2017	\$1,139,400	\$1,139,400	\$0	\$1,139,400
2016	\$1,129,200	\$1,129,200	\$0	\$1,129,200
2015	\$1,091,900	\$1,091,900	\$0	\$1,091,900

Permits

Number	Issue Date	Description	Amount	Fee
F89000025E	Jan 1, 1989	Additions to existing construction	\$100	\$100
F94-001275	Oct 31, 1994	Enclosure	\$2,400	\$2,400
SH200432	Jun 23, 2004	Shed	\$500	\$75
FE200484	Jul 16, 2004	Wood Fence	\$1,000	\$75
SE200436	Sep 15, 2004	Enclosure	\$4,900	\$50
MC2005234	May 26, 2005	Alterations/Remodeling	\$6,000	\$135
CA20058	Sep 2, 2005	Additions to existing construction	\$4,500	\$101
DMC200656	Nov 1, 2006	Demolition	\$2,450	\$130
0800001603	Dec 5, 2008	Awning/Shutters	\$3,500	\$100
BP11-2982	Dec 16, 2011	Plumbing	\$6,000	\$154
BP12-1574	Sep 14, 2012	Wood Fence	\$1,200	\$80
BP12-1681	Oct 30, 2012	Commercial New Construction	\$1,500	\$100
BP12-1682	Oct 30, 2012	Commercial New Construction	\$2,000	\$100
BP12-1802	Oct 10, 2012	Electric	\$1,000	\$155
BP12-1739	Jan 28, 2013	Alterations/Remodeling	\$1,000	\$75
BP13-1269	Mar 26, 2013	Plumbing	\$200	\$155
BP13-1316	Mar 28, 2013	Electric	\$300	\$155
BP12-2358	Jun 4, 2013	Paving	\$115,000	\$1,194
BP13-1992	Jun 3, 2013	Roof	\$4,500	\$164
BP14-1034	May 1, 2014	Paving	\$1,560	\$90
BP15-2674	Oct 1, 2015	Air Conditioning Only	\$4,613	\$170
BP16-0766	Apr 6, 2016	Re Roof Permit	\$22,475	\$0
BP16-3310	Dec 27, 2016	Re Roof Permit	\$6,000	\$0

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.

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City Commission Regular Meeting

12.b.

Meeting Date: 10/16/2017

Re: Application for Site Plan & Design Review - Tropic Supply – Expansion

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Application for Site Plan and Design Review submitted by property owner, William L Sax and Representative Jeff Falkanger, AIA of FSMY Architects & Planners, to construct a 27,501 sq. ft. addition to an existing warehouse facility at 903 South Market Ave, Fort Pierce, FL. The property is zoned Light Industrial (I-1). Parcel ID: 2434-601-0063-000-3.

SUMMARY:

- The property owner, William Sax and applicant, Charles Delvecchio are requesting the review and approval of a Site Plan & Design Review to complete a 27,501 sq. ft. addition to the existing Tropic Supply warehouse and distribution facility.
- The applicant currently operates an 11,452 sq. ft. facility which provides for stock and distribution of refrigeration equipment and supplies. The presented project seeks a 27,501 sq. ft. expansion to provide for additional warehouse space, showroom, offices, and parts room.
- The development plan incorporates expanded vehicular access, parking, loading, lighting, landscaping, and stormwater facilities to support the intended business growth, consistent with City land development code.
- The Planning Board, at their September 28th, 2017 meeting, voted unanimously to recommend approval.

RECOMMENDATION:

Approval

ALTERNATIVES:

Approval with Conditions

Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Increase in ad-valorem tax revenue.

Attachments

Staff Report
Zoning Map
Application & Support Documents
Building Elevations & Floor Plan
Site & Landscape Plans
Traffic Statement & Concurrency
Applicant Responses & Resolutions to TRC Comments

Form Review

Inbox

City Manager

Form Started By: Kori Benton

Final Approval Date: 10/09/2017

Reviewed By

Nick Mimms

Date

10/09/2017 08:41 AM

Started On: 10/04/2017 05:26 PM



TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: **Application for Site Plan & Design Review**
Tropic Supply – Expansion
903 South Market Ave

DATE: October 4, 2017

STAFF REPORT

Owner/Applicant: William L Sax
 PO Box 3080
 Boone, NC 28607

Representative: Jeff Falkanger, AIA
 FSMY Architects & Planners
 888 S. Andrews Avenue, Suite 300
 Ft. Lauderdale, FL 33316

Requested Action: Approval of a Site Plan & associated Design Review to construct a 27,501 sq. ft. addition to an existing warehouse facility.

Location: 903 South Market Ave

Parcel IDs: 2434-601-0063-000-3

Current Zoning: Light Industrial (I-1)

Future Land Use: Industrial (I)

Surrounding Zoning:

North	East	South	West
IL (SLC)	IL (SLC)	I-1	IL (SLC) / I-1

Site Size: 4.37 acres

Utilities: Located within the FPUA Water & Wastewater Service Area

Staff Analysis:

Request

In accordance with Sections 22-22, 22-34, 22-58, and 22-59 of the City Code, the applicant is requesting the review and approval of a Site Plan & Design Review to complete a 27,501 sq. ft. addition to the existing Tropic Supply warehouse and distribution facility. The subject property is currently zoned Light Industrial (I-1).

Project Summary

The applicant currently operates an 11,452 sq. ft. facility which provides for stock and distribution of refrigeration equipment and supplies. The presented project seeks a 27,501 sq. ft. expansion to provide for additional warehouse space, showroom, offices, and parts room.

The development plan incorporates expanded vehicular access, parking, loading, lighting, landscaping, and stormwater facilities to support the intended business growth.

The architectural design of the addition reflects a continuation of the building design, with a CBS and stucco wall fabric, parapet, functional access doors, covered entry, and landscape plantings to enhance the streetscapes of the industrial facility.

Seventy-six (76) vehicular parking spaces (3 of which are handicapped-accessible), are provided to support the facility upon. Off-street loading is provided to service the existing and additional warehouse bays. A landscape plan presents infill and addition of landscaping to enhance the parking area, screen mechanical aspects of the site, and augment this industrial complex. The applicant has designed the expansion in a manner which emphasizes preservation of native and well established trees on-site. The provided site lighting plan will be implemented in accordance with City Code requirements. Sidewalk payment in-lieu will be provided to St. Lucie County due to the absence of adjacent sidewalk connections, and the existing swale system along S. Market Avenue.

The site plan further integrates connection of the existing facility, and proposed addition, to the FPUA wastewater system for sewer service.

Access & Traffic Impact

Vehicular access is provided from S. Market Avenue, with an additional driveway to enhance on-site vehicular flow for employees and deliveries.

The traffic impact statement for the project identifies a net increase of 93 new trips per day, further indicating 6 AM Peak and 8 PM Peak our trips to the established roadway.

Technical Review Committee

All affected departments have reviewed the proposed Development Plan for consistency with established ordinances and requirements of the City Code. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided.

Planning Board

The Planning Board, at their September 28th, 2017 meeting, voted unanimously to recommend approval.

Staff Recommendation:

The proposed Site Plan and Design Review present expansion of the existing warehouse facility consistent with the City's land development code and comprehensive plan, therefore Staff recommends **approval** of the requests as presented.



DEVELOPMENT REVIEW

Property address or Location 903 SOUTH MARKET AVE.
Parcel ID #(s) 243460100630003
Project description A 26,704 SF WAREHOUSE ADDITION WITH 2 OFFICES AND SMALL PARKING COURTYARD

WILLIAM L. SAX, TRUSTEE
Property Owner(s) OF A TRUST DATED 11/30/93
215-19 MEADOW RIDGE ROAD
Street Address
BOONE, NC 28607
City State Zip
828-265-7265
Phone Number
WILLIAM.SAX@AOL.COM
Email Address

JEFF FALKANGER - ARCHITECT
Applicant/Representative, Title, Company
808 S. ANDREWS AVE. SUITE 300
Street Address
FT. LAUDERDALE, FL 33316
City State Zip
(954) 557-7472
Phone Number
JEFALKANGER@FSMYARCH.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. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.

William L. Sax, Trustee

Property Owner(s) Signature(s)

STATE OF ~~FLORIDA~~ SOUTH CAROLINA COUNTY CHARLESTON
The foregoing instrument was acknowledged before me this 13th day of JULY, 2017, by William Sax who is personally known to me or has produced NC DRIVERS LICENSE 9925217 as identification.

x
Signature of Notary [Signature]

(seal)



INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3720

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____
Intake Planner _____
Planner Assigned _____
Approved By _____ Date _____
Comments _____

Intake Date Stamp



DEVELOPMENT REVIEW

General Information

- Incomplete application packets cannot be accepted.
- Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type			
<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Conditional Use with New Const.	<input type="checkbox"/> Major Amendment	
<input type="checkbox"/> Conceptual Development Plan		<input type="checkbox"/> Minor Amendment	

Site Information:

Non-Residential: Proposed Sq. Ft.: 27,507 Residential: Proposed Units: _____

Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
INDUSTRIAL	INDUSTRIAL	INDUSTRIAL	INDUSTRIAL

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- Complete notarized application
- Warranty Deed
- SLC Property Record Card
- Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- General location map (see Section 22-58.d.2)
- Survey (see Section 22-58.d.3)
- Site Plan (see Section 22-58.d.4)
- Landscaping Plan (see Section 22-187)
- Storm Drainage Plan (see Section 22-58.d.6)
- Environmental Impact Report
- Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- Lighting Plan (see Section 22-58.d.8)
- Design Review submittals (see Design Review application)
- Traffic Impact Report
- Concurrency Review submittals (see Concurrency Review application)

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

Property Identification

Site Address: 903 S MARKET AVE
 Sec/Town/Range: 34/35S/40E
 Map ID: 24/34N
 Zoning: I1

Parcel ID: 2434-601-0063-000-3
 Account #: 33467
 Use Type: 4800
 Jurisdiction: Fort Pierce

Ownership

William L Sax
 PO Box 3080
 Boone, NC 28607

Legal Description

KELLEM'S S/D FROM NW COR OF LOT 16 RUN S ALG W LI OF LOT 16 12 FT, TH E // WITH N LI OF LOT 16 311.80 FT TO POB, TH CONT E 322.20 FT TO E LI OF LOT 15, TH S648 FT, TH W 300 FT, TH N 448 FT, TH W 24.18 FT, TH N 201.01 FT TO POB (4.57 AC) (OR 924-141: 1116-1018)



Current Values

Just/Market Value: \$522,500
 Assessed Value: \$522,500
 Exemptions: \$0
 Taxable Value: \$522,500
 Taxes for this parcel: SLC Tax Collector's Office
 Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF): 11,452
 Gross Area (SF): 11,524
 Land Size (acres): 4.37
 Land Size (SF): 190,432

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Dec 17, 1997	1116 / 1018	XX04	QC	William L Sax	\$5,000
Oct 4, 1994	0924 / 0141	XX02	WD	Charles E Mitchell	\$150,000
Jul 15, 1993	0850 / 2085	XX01	QC	Charles E Mitchell	\$100
Jun 15, 1993	0847 / 1805	XX01	CT	O'MALLEY PRECAST INC	\$100
Oct 1, 1987	0560 / 0895	XX00	CV		\$400,000

Building Information (1 of 1)

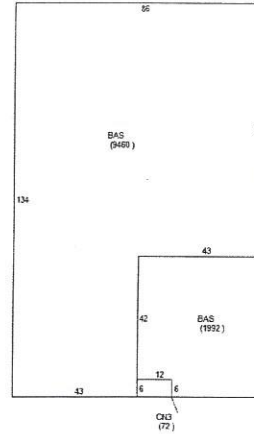
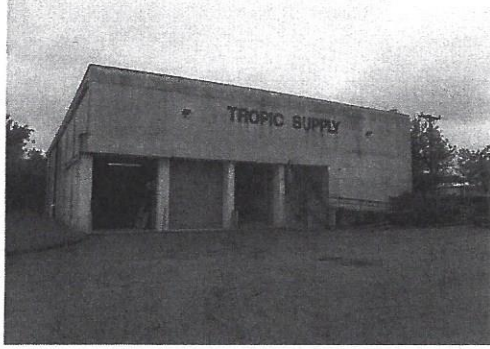
Finished Area: 11,452 SF
 Gross Total Area: 11,524 SF

Exterior Data

View:	Roof Cover: Tar & Gravel	Roof Structure: Precast Conc
Building Type: INDD	Year Built: 1996	Frame:
Grade: Y_C	Effective Year: 1996	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 2	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Vinyl Tiles
A/C %: 17%	Heated %: 17%	Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	11452	11452	622
CN3	CANOPY	72	0	36

Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 6'	1	351	1996
BARB WIRE	1	351	1996
CEMENT CURB	1	494	1996
MEZZANINE	1	3139	1996
ASPI HIGH	1	22440	1996

Current Year Values

Current Values Breakdown

Building:	\$294,000
Land:	\$228,500
Just/Market:	\$522,500
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$0
Assessed:	\$522,500
Exemption(s):	\$0
Taxable:	\$522,500

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
----------	------------	------	-------------	--------

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2015	0041	18	Fort Pierce Stormwater Charge	\$972.00

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$522,500	\$522,500	\$0	\$522,500
2015	\$590,200	\$590,200	\$0	\$590,200
2014	\$591,300	\$591,300	\$0	\$591,300

Permits

Number	Issue Date	Description	Amount	Fee
C95-02795	May 12, 1995	Commercial New Construction	\$291,666	\$291,666
C96-020231	Feb 16, 1996	Demolition	\$100	\$100
C96-020232	Feb 16, 1996	Demolition	\$100	\$100
c1104-0300	Apr 27, 2011	Demolition	\$0	\$0
C1211-0018	Nov 2, 2012	Plumbing	\$0	\$0

Notice: This does not necessarily represent all the permits for this property.

[Click the following link to check for additional permit data in Fort Pierce](#)

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

THIS INSTRUMENT PREPARED BY:
WILLIAM E. RAIKES, III, ESQUIRE
100 Avenue A, Suite C
Fort Pierce, FL 34950

PARCEL I.D. NO. 2434-601-0063-000/3
Grantee S.S. No. [REDACTED]

**WARRANTY DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT
PURSUANT TO SECTION 689.071, FLORIDA STATUTES**

THIS INDENTURE made this 4th day of October, 1994 between CHARLES E. MITCHELL and SUE U. MITCHELL, as Co-Trustees of the CHARLES E. MITCHELL REVOCABLE TRUST dated December 17, 1990, WALTER G. BURNUP and RUTH M. BURNUP, his wife, and EUGENE DUCHAC, Grantors, whose address is 2810 Jefferson Parkway, Fort Pierce, FL 34946, and WILLIAM L. SAX, TRUSTEE OF THAT CERTAIN TRUST DATED November 30, 1993, Grantee, whose tax address is 8180 N.W. 36th Street, Suite 100, Miami, FL 33166.

Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantors in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

The West 300 feet of the East 1020 feet of the North 1/2 of Lots 13, 14, 15 and 16 of J.I. KELLEMS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, at page 85, of the Public Records of St. Lucie County, Florida.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1993.

The property described herein does not constitute the homestead of the Grantors. Grantors reside on lands other than those described herein.

Full power and authority is hereby granted to Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of the property or any part thereof and to deal with the property and every part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide the property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the property or any part thereof to a successor or successors in trust and to grant such successor or successors in trust of all the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the property, or any part thereof, to lease the property or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the property, or any part thereof, for other real or personal property, to submit the property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the Property or any part thereof, and to deal with the property and every part thereof in all other

* Doc Assump: \$ 0.00
* Doc Tax : \$ 1050.00
* Int Tax : \$ 0.00

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 135055 OR BOOK 0924 PAGE 0141
Recorded: 10-10-94 12:56 P.M.

ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter, and with Scott R. Willinger to be the Successor Trustee of the trust described above upon the death, disability or resignation of William L. Sax. The written acceptance by Scott R. Willinger, recorded among the public records in the county where the real property described herein is located, together with evidence of William L. Sax's death, disability, or resignation, shall be deemed conclusive proof that the Successor Trustee provisions of the trust described above have been complied with. Evidence of William L. Sax's death shall consist of a certified copy of his death certificate. Evidence of his disability shall consist of a licensed physician's affidavit establishing that William L. Sax is incapable of performing his duties as Trustee of the trust. Evidence of William L. Sax's resignation shall consist of a resignation, duly executed and acknowledged by him. The Successor Trustee shall have the same powers granted to the original Trustee, as set forth herein.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation or indebtedness except only so far as the trust property in actual possession of the Trustee shall be applicable for payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenants, undertaking or agreement of the Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with the Trustee in relation to the property, or to whom the property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the property shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created by this Deed and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of the property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable in or to the real estate as such, but only as interest in the possession, earnings, avails and proceeds thereof as aforesaid.

TOGETHER, with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantors hereby covenant with Grantees that Grantors are lawfully seized of the property in fee simple; that the Grantors have good right and lawful authority to sell and convey the property; that the Grantors hereby fully warrant the title to the land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1993.

IN WITNESS WHEREOF, the said Grantors have signed these presents the day and year first above written.

Signed and delivered in the presence of:

William E. Raikes III
Signature
William E. RAIKES III
Printed Signature

Linda D. Campin
Signature
LINDA D. CAMPIN
Printed Signature

William E. Raikes III
Signature
William E. Raikes III
Printed Signature

Linda D. Campin
Signature
LINDA D. CAMPIN
Printed Signature

William E. Raikes III
Signature
William E. Raikes III
Printed Signature

Linda D. Campin
Signature
LINDA D. CAMPIN
Printed Signature

Charles E. Mitchell
CHARLES E. MITCHELL, Co-Trustee
2810 Jefferson Parkway
Address
Fort Pierce, FL 34946

Sue U. Mitchell
SUE U. MITCHELL, Co-Trustee
2810 Jefferson Parkway
Address
Fort Pierce, FL 34946

Walter G. Burnup
WALTER G. BURNUP
243 Marina Dr
Address
Fort Pierce, FL 34949

Ruth M. Burnup
RUTH M. BURNUP
243 Marina Drive
Address
Fort Pierce, FL 34949

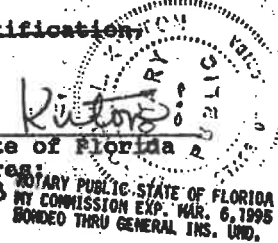
Eugene Duchac
EUGENE DUCHAC
4715 Kissimmee Park Rd.
Address
St. Cloud, FL 34772

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 4th
day of October, 1994 by CHARLES E. MITCHELL and SUE U.
MITCHELL.

Who are personally known OR who have produced identification
Type of Identification _____

Donald L. Kinton
Notary Public, State of Florida
My Commission expires:
CC 089333

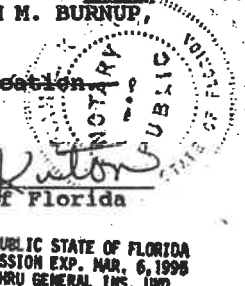


STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 4th
day of October, 1994 by WALTER G. BURNUP and RUTH M. BURNUP,
his wife.

Who are personally known OR who have produced identification
Type of Identification _____

Donald L. Kinton
Notary Public, State of Florida
My Commission expires:
CC 089333

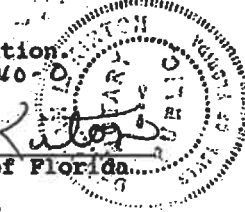


STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 4th
day of October, 1994 by EUGENE DUCHAC.

Who is personally known OR who has produced identification
Type of Identification H. Drivers License D220-216-28-140-0

Donald L. Kinton
Notary Public, State of Florida
My Commission expires:
CC 089333



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 6, 1995
BONDED THRU GENERAL INS. LTD.

July 14, 2017

Mr. Kori Benton
City of Ft. Pierce Planning Department
100 N. US Highway 1
Ft. Pierce, FL 34950

**RE: TROPIC SUPPLY – WAREHOUSE ADDITION
903 SOUTH MARKET AVE.
OWNERSHIP & CONTROL, CHARACTER & INTENDED USE**

Mr. Benton,

The Tropic Supply property at the referenced location is under the ownership of William L. Sax, Trustee. The Trust's official name is the Charles F. Del Vecchio Trust, dated November 30, 1993.

Mr. Del Vecchio is the sole Owner of Tropic Supply which has 21 locations around the State. As such, Mr. Del Vecchio is in control of the development of the property.

Tropic Supply – Fort Pierce is an air conditioning and refrigeration resource center, wholesale only, not open to the public.

The proposed addition will be a continuation and enlargement of the existing facility.

Cordially yours,



Jeff Falkanger
Registered Architect
State of Florida # AR 4656





1 AERIAL - NE
1/8" = 1'-0"



2 AERIAL - NW
1/8" = 1'-0"



3 AERIAL - SE
1/8" = 1'-0"



4 AERIAL - SW
1/8" = 1'-0"



5 GROUND - FRONT EAST
1/8" = 1'-0"



6 GROUND - FRONT WEST
1/8" = 1'-0"

DESIGNED	DRAWN	CHECKED
JF	JA	JF

REVISIONS

DATE:	COMM:
06-27-17	16059

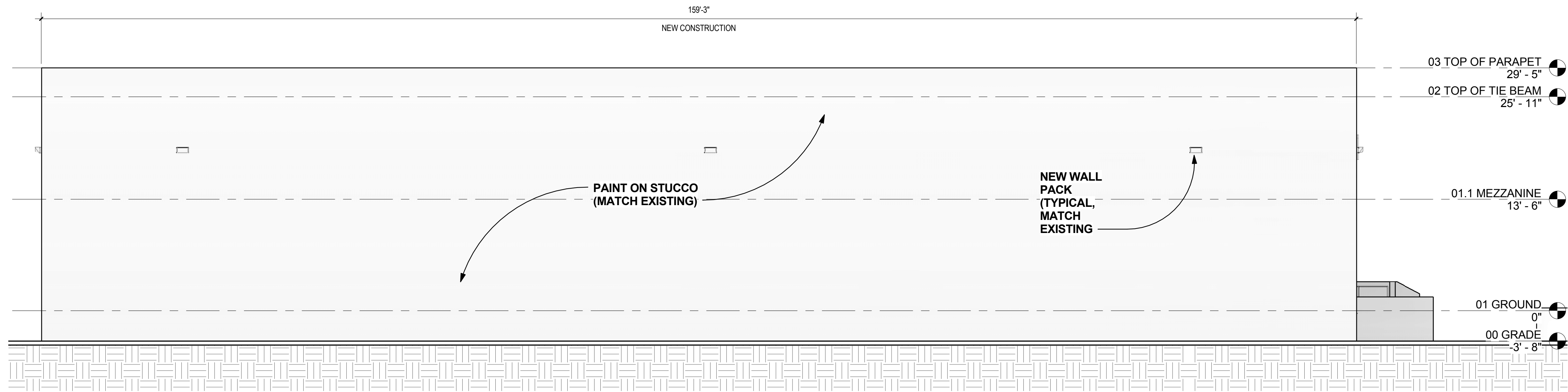
TROPIC SUPPLY - FORT
PIERCE

903 SOUTH MARKET AVENUE
FORT PIERCE, FL 34981

PERSPECTIVES

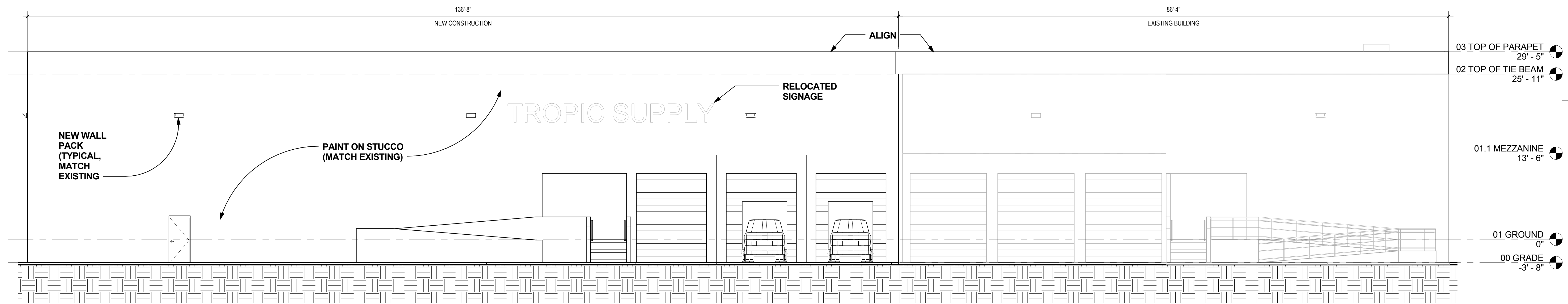
SPA

DESIGNED	DRAWN	CHECKED
JF	JA	JF



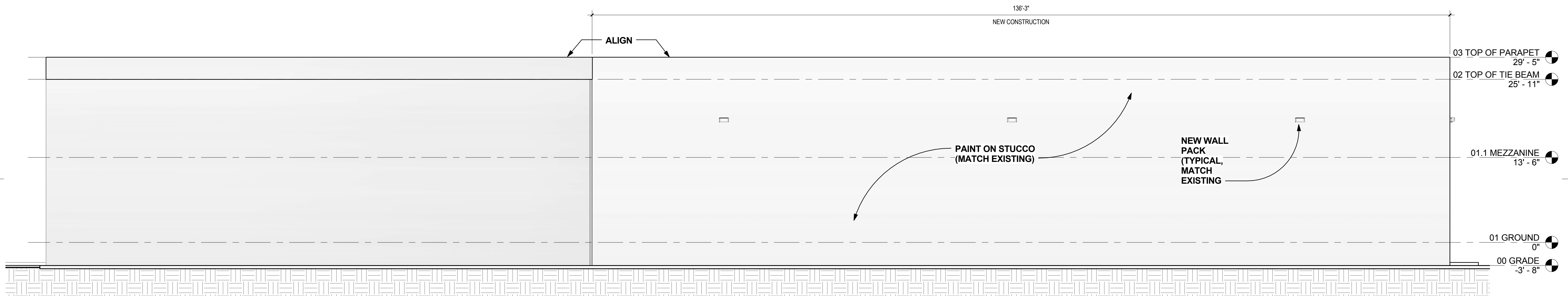
1 EAST ELEVATION

1/8" = 1'-0"



2 NORTH ELEVATION

1/8" = 1'-0"



3 SOUTH ELEVATION

1/8" = 1'-0"

REVISIONS

DATE:	COMM:
06-27-17	16059

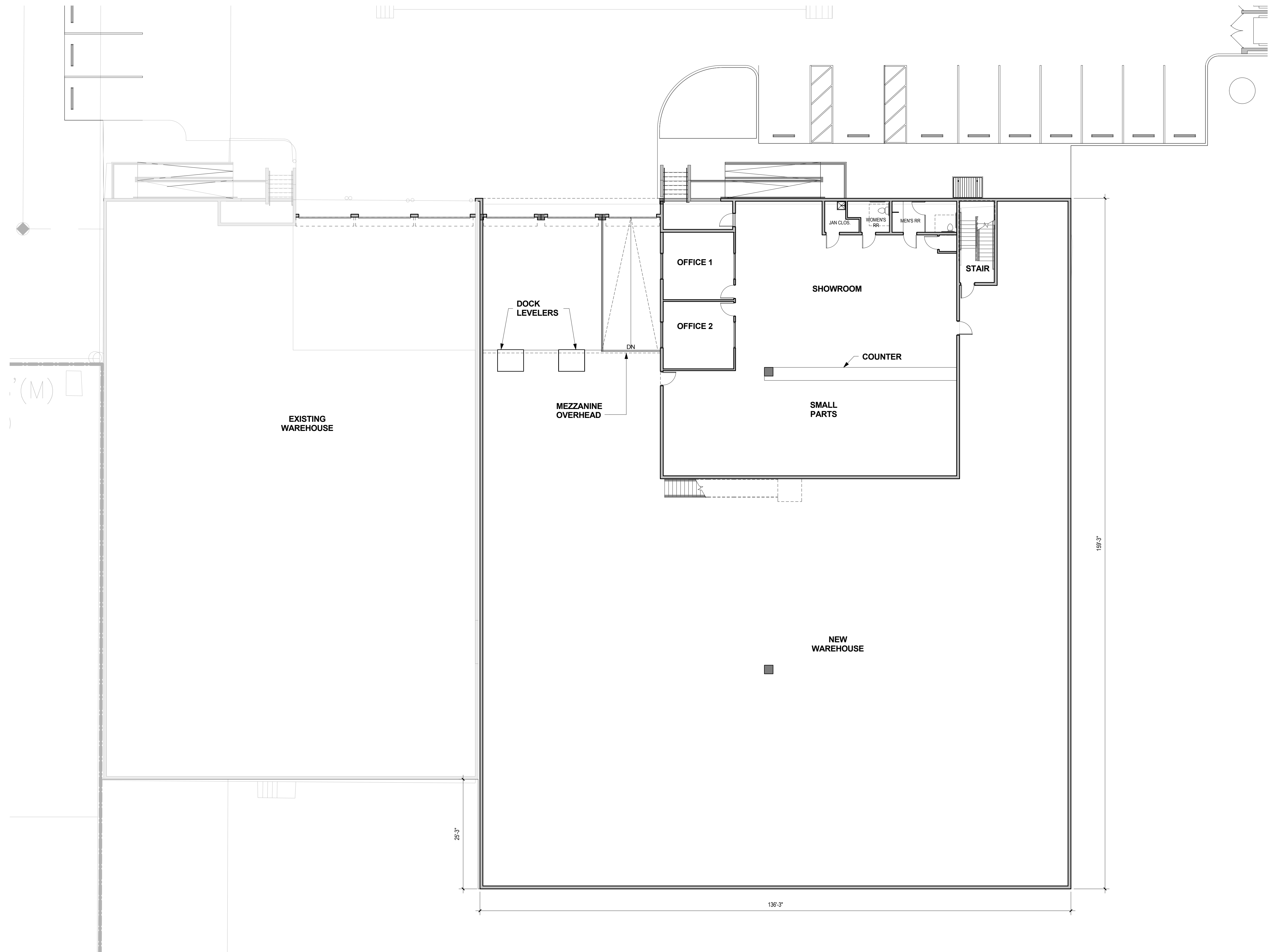
**TROPIC SUPPLY - FORT
 PIERCE**

903 SOUTH MARKET AVENUE
 FORT PIERCE, FL 34981

ELEVATIONS

SPA

DESIGNED	DRAWN	CHECKED
JF	JA	JF



REVISIONS

DATE:	COMM:
06-27-17	16059

TROPIC SUPPLY - FORT
PIERCE

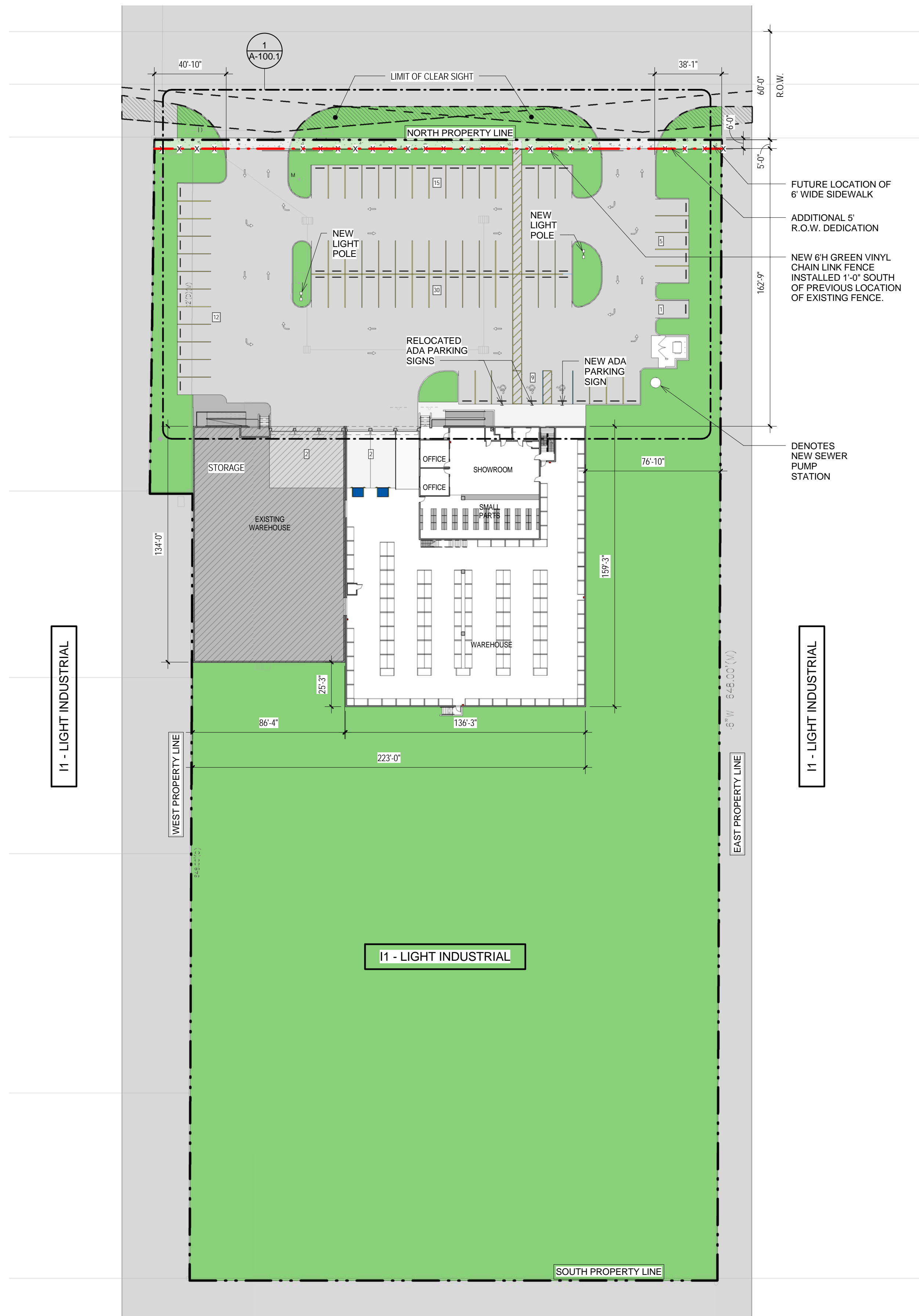
903 SOUTH MARKET AVENUE
FORT PIERCE, FL 34981

FLOOR PLAN

SPA

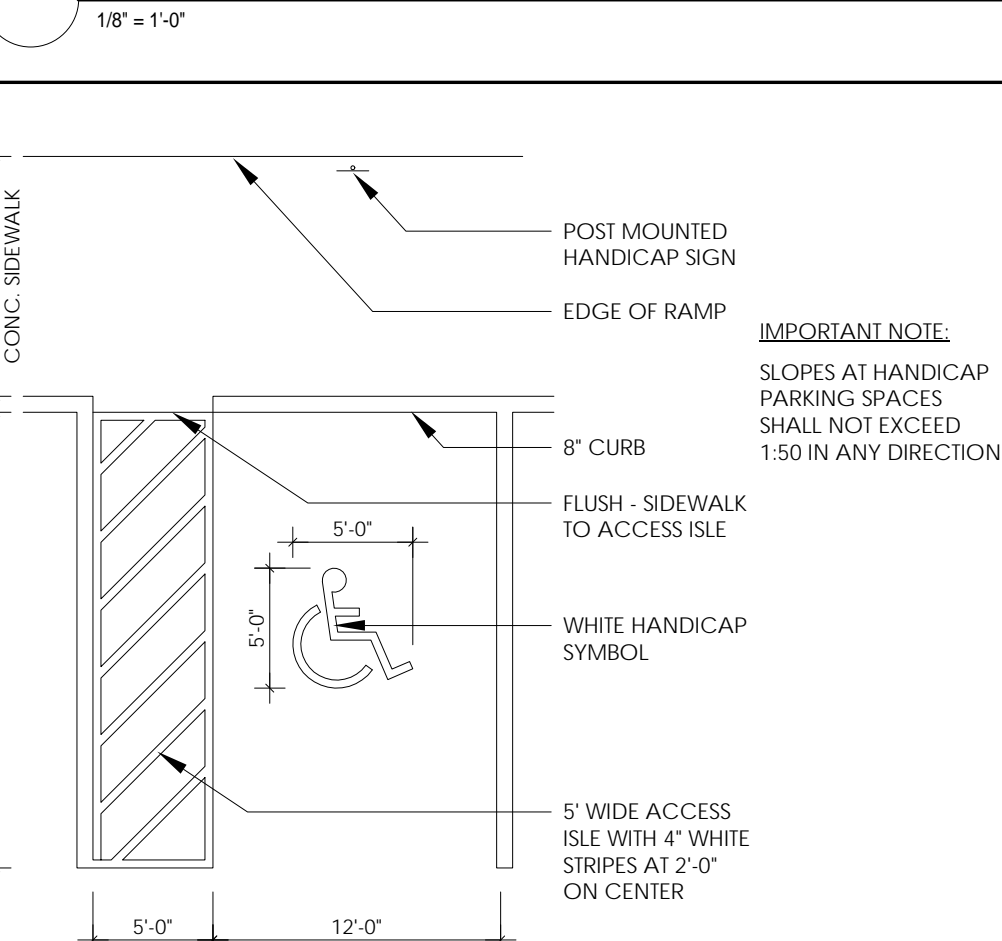
1 01 GROUND
3/32" = 1'-0"

6/27/2017 3:43:35 PM

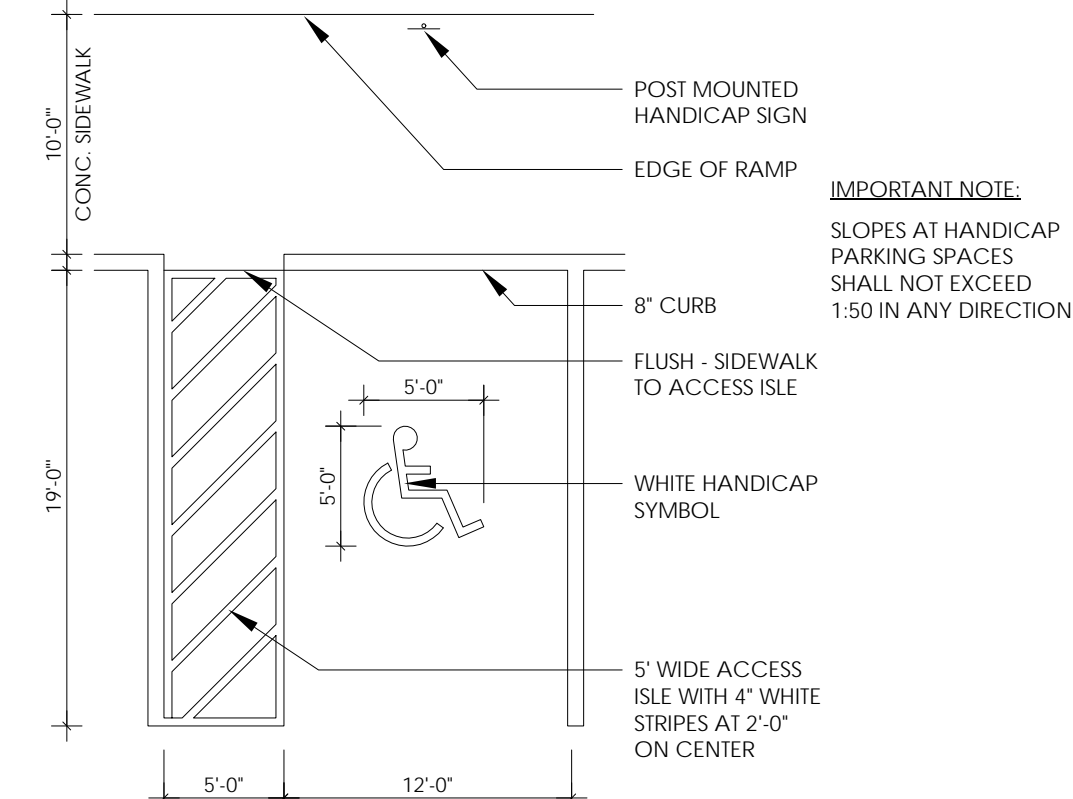


1 SITE PLAN
1" = 40'-0"

2 A.D.A. SIGNAGE
1/8" = 1'-0"



3 A.D.A. PARKING STALL
1/8" = 1'-0"



SITE PLAN DATA

PROJECT NAME	TROPIC SUPPLY
PROJECT DESCRIPTION	WAREHOUSE
STREET ADDRESS	903 SOUTH MARKET AVE, FORT PIERCE, FL 34981
LAND USE DESIGNATION	INDUSTRIAL
ZONING DESIGNATION	LIGHT INDUSTRIAL
WATER/WASTE MANAGEMENT	CITY OF FORT PIERCE
SITE AREA	4.40 ACRES (191,700 SF)
BLDG FOOTPRINT COVERAGE - EXISTING	11,358 SF
BLDG FOOTPRINT COVERAGE - NEW	21,200 SF
BLDG FOOTPRINT COVERAGE - TOTAL	32,558 SF
BUILDING DIMENSIONS (FLOOR PLATE)	159'-3" x 223'-0"
PARKING DATA	
TOTAL OFFICE AREA = 2,315 SF ± 300 SF	7.7
TOTAL WAREHOUSE AREA = 39,674 SF ± 600 SF	66.1
TOTAL REQUIRED PARKING SPACES	73.8 - 74 SPACES
TOTAL EXISTING PARKING SPACES	58 SPACES
TOTAL PROVIDED PARKING SPACES	76 SPACES
FLOOR AREA RATIO (38,287 SF ± 191,700 SF)	0.2
BUILDING OVERALL HEIGHT	29'-5"
NUMBER OF STORIES	1
SETBACKS	
FRONT YARD (NORTH) - REQUIRED	15'-0"
FRONT YARD (NORTH) - PROVIDED	162'-9"
SIDE YARD (EAST) - REQUIRED	0'
SIDE YARD (EAST) - PROVIDED	76'-10"
SIDE YARD (WEST) - REQUIRED	0'
SIDE YARD (WEST) - PROVIDED	87'-0"
REAR SETBACK (SOUTH) - REQUIRED	0'
REAR SETBACK (SOUTH) - PROVIDED	325'-11"
OPEN SPACE %	83% (159,142 SF ± 191,700 SF)
VEHICULAR USE AREA (VUA)	36,925 SF
LANDSCAPE AREA	
TOTAL LANDSCAPE AREA PROVIDED	125,567 SF
LEGAL DESCRIPTION:	
THE WEST 300 FEET OF THE EAST 1,020 FEET OF THE NORTH ONE-HALF OF LOTS 13, 14, 15 AND 16, J.I. KELLEMS SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 85, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA	

NOTE:
ALL CONSTRUCTION WILL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 17 AND 22.

DESIGNED	DRAWN	CHECKED
JF	JA	JF

REVISIONS

DATE:	COMM:
06-27-17	16059

TROPIC SUPPLY - FORT PIERCE

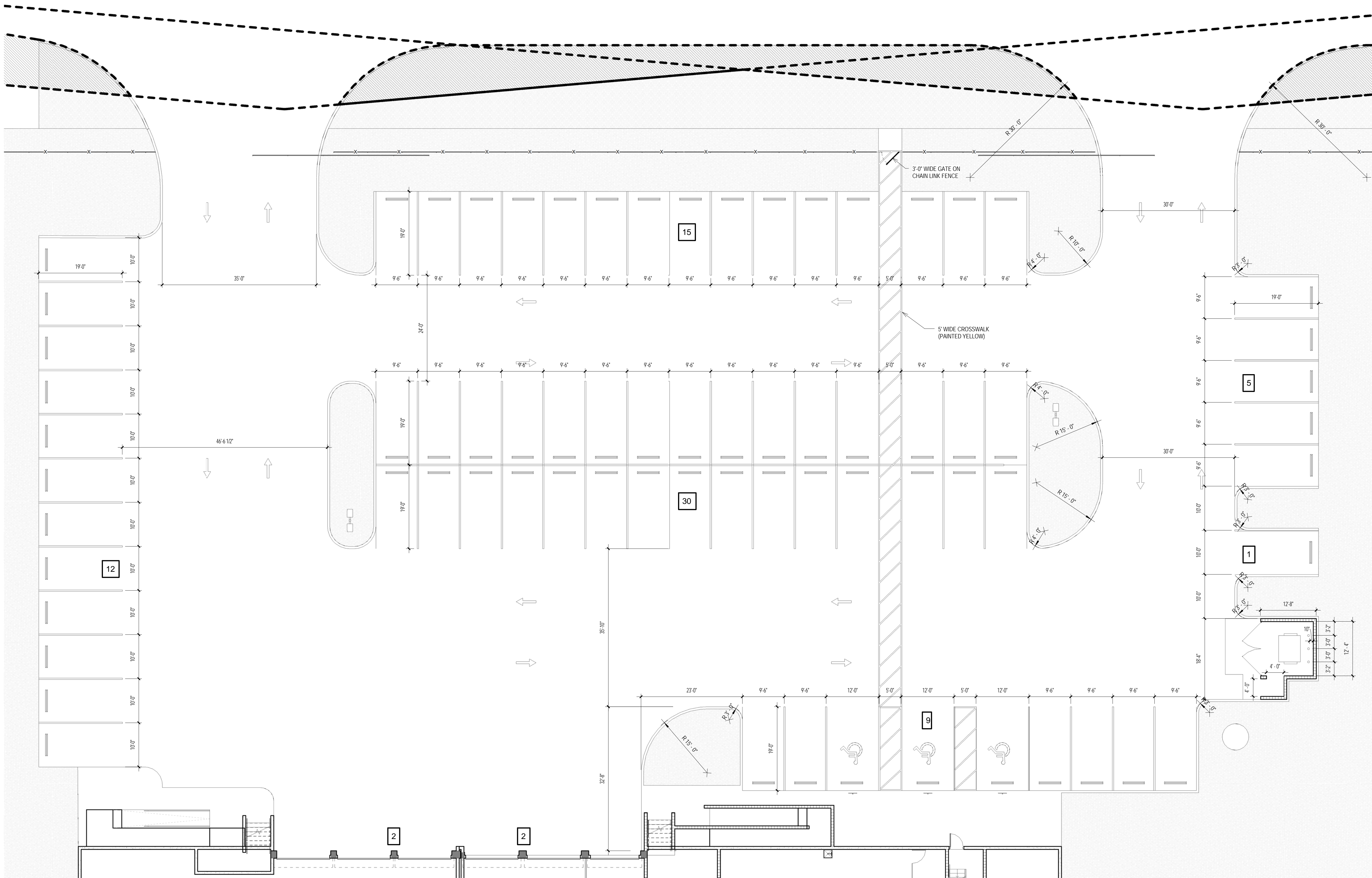
903 SOUTH MARKET AVENUE
FORT PIERCE, FL 34981

SITE PLAN & DETAILS

SITE PLAN APPROVAL

A-100

DESIGNED	DRAWN	CHECKED
Designer	Author	Checker



REVISIONS

DATE:	COMM:
06-27-17	16059

TROPIC SUPPLY - FORT
PIERCE

903 SOUTH MARKET AVENUE
FORT PIERCE, FL 34981

PARKING LOT - ENLARGED PLAN

SITE PLAN APPROVAL

A-100.1

1 PARKING LOT
3/32" = 1'-0"



9/1/2017 2:52:45 PM



Transportation Consultants



2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411-6700
(561) 296-9698 Fax (561) 684-6336
Certificate of Authorization Number: 7989

April 21, 2017

Mr. Kori Benton
City of Ft. Pierce Planning Department
100 N. US Highway 1
Ft. Pierce, FL 34950

Re: Tropic Supply Ft. Pierce - #PTC17-026

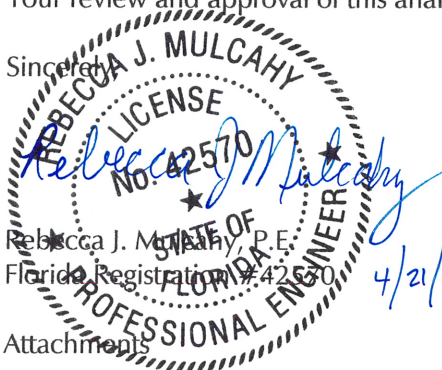
Dear Mr. Benton:

The purpose of this letter is to provide a traffic statement for the above referenced project to determine if the proposed warehouse expansion meets the requirements of the City's Land Development Standards. The site is located on the south side of South Market Avenue, east of Oleander Avenue as shown on Attachment 1. There is an existing 14,583 SF warehouse/office building on the site. It is now proposed to increase the building to 41,989 SF.

A trip generation analysis is provided on Attachments 2A and 2B for Daily, AM Peak Hour and PM Peak Hour. Based on the net increase in trip generation of 8 peak hour trips, a Traffic Impact Study is not required. As we discussed on March 8, 2017, only a traffic assignment and significance level are required. Attachment 3 provides the project traffic distribution. The project trip assignment and significance level are shown on Attachment 4. The impacts are all under 1% of the service volume. Therefore, the project has an insignificant impact on the surrounding roadway network. Attachment 5 provides the projected driveway volumes.

Your review and approval of this analysis is appreciated.

Sincerely,


Rebecca J. Mulcahy, P.E.
Florida Registration #42570
4/21/17

Attachments

cc: Jeff Falkanger



TROPIC SUPPLY
FT. PIERCE

ATTACHMENT 1
PROJECT LOCATION

17-026
4-11-17
PTC

**Attachment 2A
Tropic Supply Ft. Pierce
Trip Generation - Daily**

Existing

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips	External Trips	Pass-by Trips (1)	New External Trips
Warehouse	150	12,774 SF	3.56 /1000 SF	45	5	40	4	36
Office	710	1,809 SF	$\ln(T) = 0.76\ln(X) + 3.68$	62	5	57	6	51
TOTALS		14,583 SF		107	10	97	10	87

Proposed

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips	External Trips	Pass-by Trips (1)	New External Trips
Warehouse	150	39,674 SF	3.56 /1000 SF	141	8	133	13	120
Office	710	2,315 SF	$\ln(T) = 0.76\ln(X) + 3.68$	75	8	67	7	60
TOTALS		41,989 SF		216	16	200	20	180

Net New Trips 93

(1) Source: Institute of Transportation Engineers (ITE), Trip Generation, 9th Edition.

**Attachment 2B
Tropic Supply Ft. Pierce
Trip Generation - Peak Hour**

AM PEAK HOUR

Existing

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips			
				In	Out	In	Out	In	Out		In	Out	Total	
Warehouse	150	12,774 SF	0.30 /1,000 SF (79/21)	3	1	4	-	10.0%	3	1	4	3	1	4
Office	710	1,809 SF	Ln (T) = 0.8Ln (X)+1.57 (88/12)	7	1	8	-	4.0%	7	1	8	6	1	7
TOTALS		14,583 SF		10	2	12	-	0.0%	10	2	12	9	2	11

Proposed

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips			
				In	Out	In	Out	In	Out		In	Out	Total	
Warehouse	150	39,674 SF	0.30 /1,000 SF (79/21)	9	3	12	1	5.0%	9	2	11	8	2	10
Office	710	2,315 SF	Ln (T) = 0.8Ln (X)+1.57 (88/12)	8	1	9	1	10.0%	7	1	8	6	1	7
TOTALS		41,989 SF		17	4	21	2	9.5%	16	3	19	14	3	17

Net New Trips 5 1 6

PM PEAK HOUR

Existing

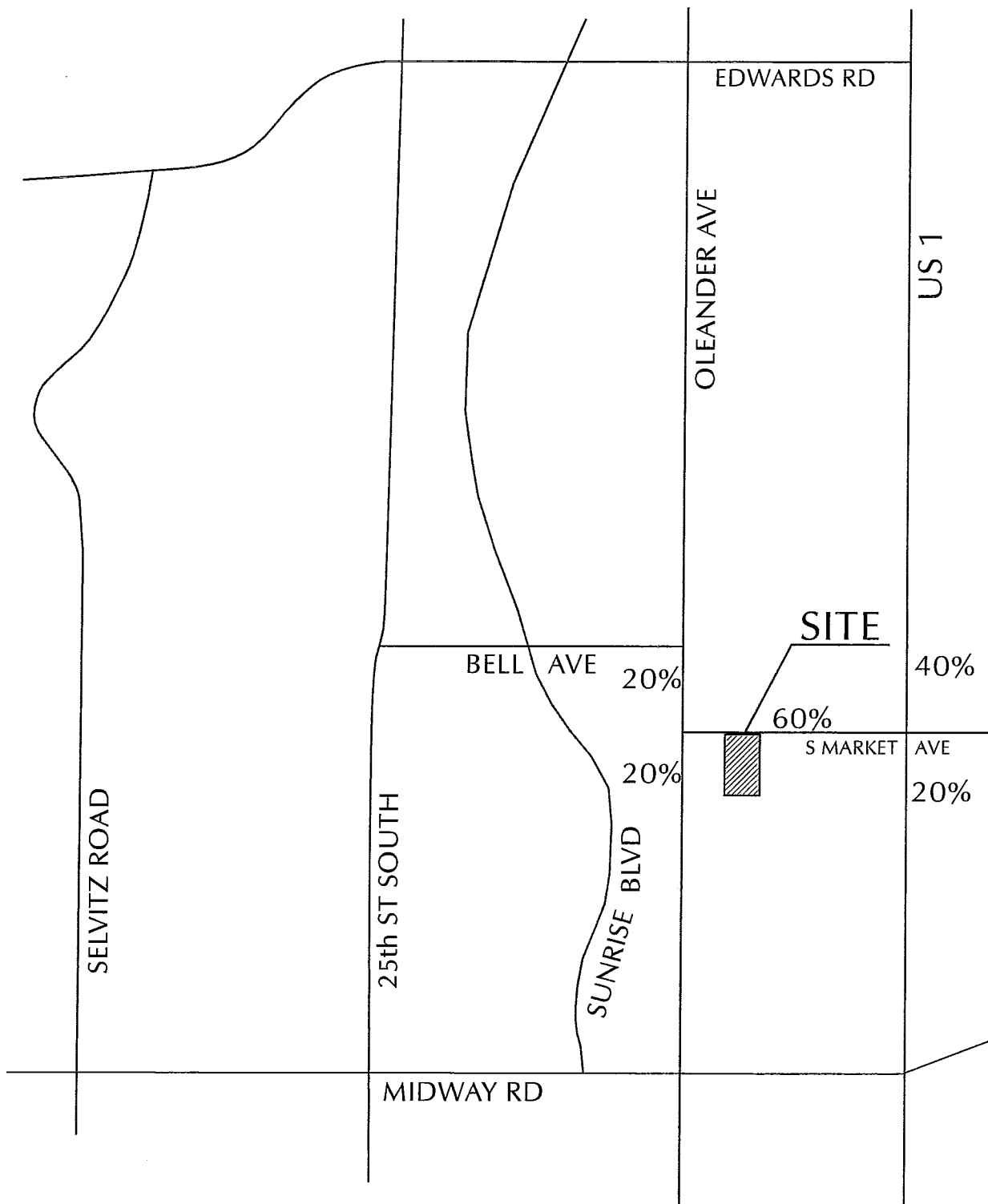
Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips			
				In	Out	In	Out	In	Out		In	Out	Total	
Warehouse	150	12,774 SF	0.32 /1,000 SF (25/75)	1	3	4	-	10.0%	1	3	4	1	3	4
Office	710	1,809 SF	1.49 /1,000 SF (17/83)	1	2	3	-	10.0%	1	2	3	1	2	3
TOTALS		14,583 SF		2	5	7	-	0.0%	2	5	7	2	5	7

Proposed

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips			
				In	Out	In	Out	In	Out		In	Out	Total	
Warehouse	150	39,674 SF	0.32 /1,000 SF (25/75)	3	10	13	-	3.0%	3	10	13	3	9	12
Office	710	2,315 SF	1.49 /1,000 SF (17/83)	1	2	3	-	10.0%	1	2	3	1	2	3
TOTALS		41,989 SF		4	12	16	-	0.0%	4	12	16	4	11	15

Net New Trips 2 6 8

(1) Source: Institute of Transportation Engineers (ITE), Trip Generation, 9th Edition.



17-026
4-11-17

TROPIC SUPPLY
FT. PIERCE

ATTACHMENT 3
PROJECT TRAFFIC DISTRIBUTION

PTC

**Attachment 4
Tropic Supply Ft. Pierce
Project Traffic Assignment**

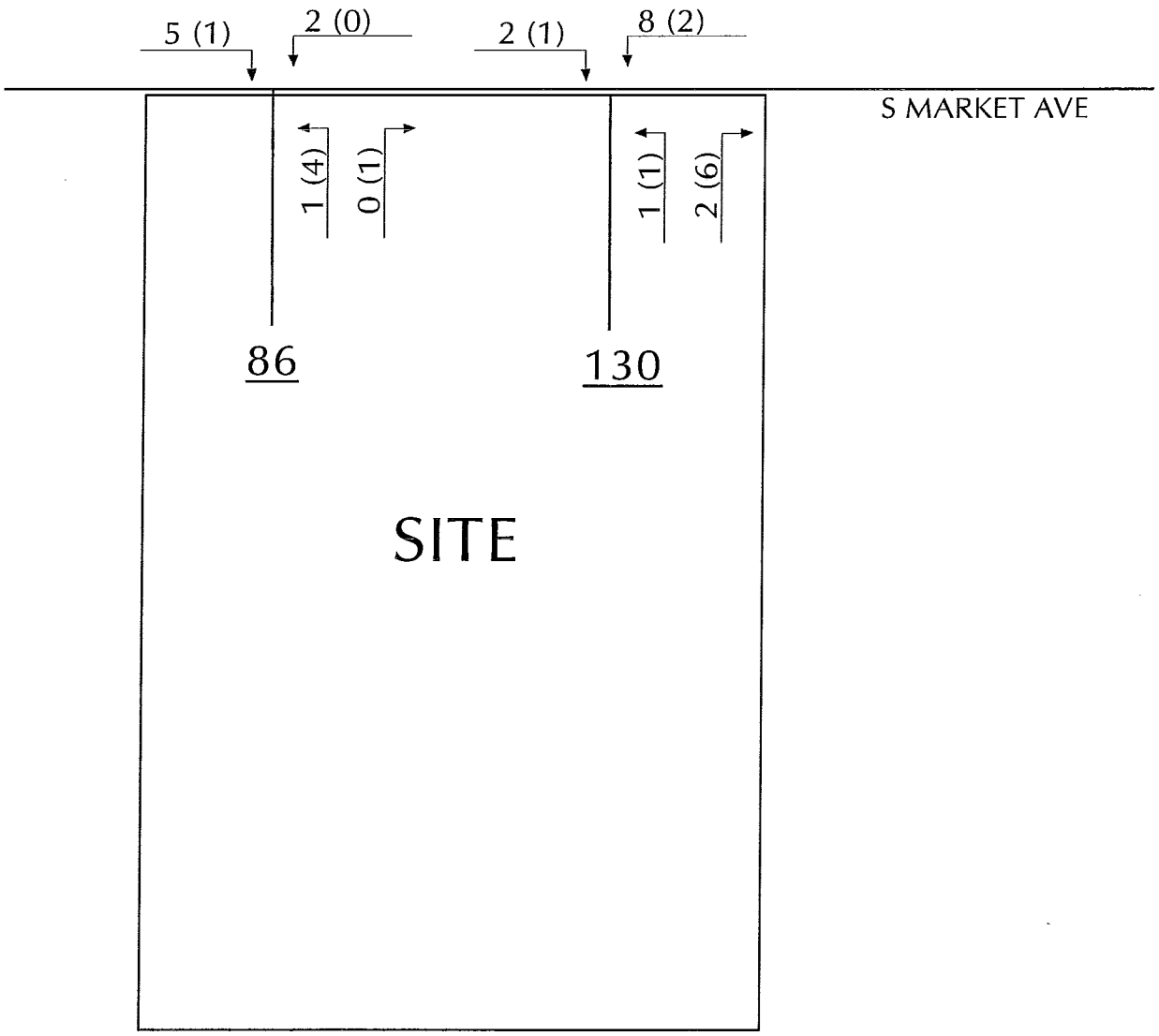
AM Peak

Roadway	Link	Existing Lanes	Dir	Project Traffic		Total Project Impact	Service Volume (1)	Significant Impact? (Yes/No)
				5	AM In			
				1	AM Out			
		% Dist		Trips				
Oleander Ave	Midway Rd to S. Market Ave	2L	NB	20%	1	0.13%	750	No
			SB	20%	0	0.00%	750	No
	S. Market Ave to Edwards Rd	2L	NB	20%	0	0.00%	750	No
			SB	20%	1	0.13%	750	No
S. Market Avenue	Oleander Ave to Site	2L	EB	40%	2	0.33%	600	No
			WB	40%	0	0.00%	600	No
	Site to US 1	2L	EB	60%	1	0.17%	600	No
			WB	60%	3	0.50%	600	No
US 1	Midway Rd to S. Market Ave	4LD	NB	20%	1	0.05%	2000	No
			SB	20%	0	0.00%	2000	No
	S. Market Ave to Edwards Rd	4LD	NB	40%	0	0.00%	2000	No
			SB	40%	2	0.10%	2000	No

PM Peak

Roadway	Link	Existing Lanes	Dir	Project Traffic		Total Project Impact	Service Volume (1)	Significant Impact? (Yes/No)
				2	AM In			
				6	AM Out			
		% Dist		Trips				
Oleander Ave	Midway Rd to S. Market Ave	2L	NB	20%	0	0.00%	750	No
			SB	20%	1	0.13%	750	No
	S. Market Ave to Edwards Rd	2L	NB	20%	1	0.13%	750	No
			SB	20%	0	0.00%	750	No
S. Market Avenue	Oleander Ave to Site	2L	EB	40%	1	0.17%	600	No
			WB	40%	2	0.33%	600	No
	Site to US 1	2L	EB	60%	4	0.67%	600	No
			WB	60%	1	0.17%	600	No
US 1	Midway Rd to S. Market Ave	4LD	NB	20%	0	0.00%	2000	No
			SB	20%	1	0.05%	2000	No
	S. Market Ave to Edwards Rd	4LD	NB	40%	2	0.10%	2000	No
			SB	40%	1	0.05%	2000	No

(1) Source: St. Lucie TPO, Traffic Counts and Level of Service Report, Fall 2015.



LEGEND
2 - AM PEAK HOUR
(6) - PM PEAK HOUR
130 - ADT

17-026
4/11/17

TROPIC SUPPLY
FT. PIERCE

ATTACHMENT 5
PROJECT DRIVEWAY VOLUMES





CAPACITY ANALYSIS

TROPIC SUPPLY
 WAREHOUSE ADDITION

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	NO BUILDINGS USE UNDETERMINED	INDUSTRIAL	Light INDUSTRIAL
South	VACANT	INDUSTRIAL	Light INDUSTRIAL
East	VACANT	INDUSTRIAL	Light INDUSTRIAL
West	Light COMMERCIAL Light INDUSTRIAL	INDUSTRIAL	Light INDUSTRIAL

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current			14,482 S.F.	4.4	X, AE9
**Proposed			27,504 S.F. Addition	4.4	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day - AS PER WATER BILL - 100 GPD (8 EMPLOYEES)
**Proposed Zoning/FLU	Total gallons per day 125 GPD (10 EMPLOYEES)
**Change in Demand	Total gallons per day 25 GPD.

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 100 GPD
**Proposed Zoning/FLU	Total gallons per day 125 GPD
**Change in Demand	Total gallons per day 25 GPD

C. Parks and Recreation (Residential Classifications Only): (Du x 2.6 = persons + 44,227 = population /LOS)				
Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): Single Family: (du x 0.405 = students/70% K-8/30% High) Multi-family: (du x 0.207 = students/70% K-8/30% High)		
	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU	Enrollment	
**Proposed Zoning/FLU	Enrollment	
**Change in Demand		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum CURRENTLY - 2-4 YARD DUMPSTERS
Current Zoning/FLU	1 FOR TRASH, 1 FOR RECYCLED CARDBOARD
**Proposed Zoning/FLU	PICKED UP ONCE A WEEK
*Change in Demand	AFTER Addition - pick up twice a week

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	THERE WILL BE NO INCREASE FROM THE 25 YR 3 DAY STORM PRE VS. POST RUNOFF. THE POST RUNOFF WILL BE COMPENSATED BY ONSITE RETENTION AND EXFILTRATION TRENCH.
---------------	--

III. Transportation Analysis: Complete ITE Trip Generation Form (Attached)

G. Transportation Analysis: Complete ITE Trip Generation Data Form		
Most recent ITE Code for use; HCM Roadway Capacity <i>SEE SUBMITTED TRAFFIC STATEMENT</i>		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
**Proposed Zoning/FLU		
*Change in Demand	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING		
Is this project (phase) part of a larger project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.		
Total Project: Residential Units:	Single Family:	Multifamily:
Non-residential (square footage): <i>27,507 S.F. ADDITION, 41,989 S.F. TOTAL</i>		
Mixed-use (describe use):		
(If this is a single phase project, name it Phase I – Total)		

RESIDENTIAL DATA					
Type	Phase	Number of Units	Acres	Expected beginning date	Expected completion date
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify) <i>WAREHOUSE</i>	<i>I</i>			<i>10/17</i>	<i>5/18</i>

NON-RESIDENTIAL DATA					
Type(s) specify	Phase	Square footage	Acres	Expecting beginning date	Expected completion date

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. Yes No

- B. 1. Does this application involve demolition or re-use of any structure(s)? Yes No
 If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? Yes No
 If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding



FORT PIERCE UTILITIES AUTHORITY

PO BOX 3191

FORT PIERCE FL 34948-3191

WWW.FPUA.COM

Penalty charges, late fees, or reconnect charges may apply to any unpaid portion of the New Charges if paid after the due date. See Reverse side of the bill for more details. Copies of the Customer Service Policies and Service Charges may be obtained in FPUA's lobby or at WWW.FPUA.COM. For questions about your bill, please call FPUA at (772)466-1600. (CALL 811 OR 1-800-432-4770 - 48 HOURS BEFORE DIGGING.)

Statement Date: 6/14/2017

Service Address: 903 S MARKET AVE

Account Number	Amount of Last Bill	Payments Received	Previous Balance	New Charges	New Charges Due Date	Total Due
10005877-232200	\$26.98	(\$26.98)	\$0.00	\$26.98	7/5/2017	\$26.98

WATER METER	W91450150	DATE READ
Current Read	220	06/07/17
Previous Read	217	05/04/17
K Gals Used	3	

WATER SERVICE	RATE	CHARGE
CUSTOMER CHARGE		\$ 13.88
WATER USAGE	3 K GALS @	\$ 10.65
CITY UTILITY TAX WATER		\$ 2.45
	W91450150	\$ 26.98
TOTAL WATER SERVICE:		\$ 26.98

May17	3 Jan17	2 Sep16	6
Apr17	3 Dec16	4 Aug16	20
Mar17	3 Nov16	2 Jul16	3
Feb17	9 Oct16	3 Jun16	3

TOTAL BILLING: \$ 26.98

PAID

JUN 13 2017

JUN 13 2017

CM41268



August 31, 2017

City of Fort Pierce Planning Department
Attn: Kori Benton, Senior Planner
100 North US 1
Fort Pierce, Florida 34950

**RE: TROPIC SUPPLY EXPANSION – SITE PLAN
903 SOUTH MARKET AVENUE
TRC PROJECT NO. 17-07000004**

Kori:

The following are responses to advisory comments from the Planning Department's review of the application for **Site Plan** to construct an addition to the existing warehouse at 903 S Market Ave.

1. Pursuant to City Code Section 22-58 (d) Application for site plan review. The Site Plan application shall be accompanied by the following information:

- a. A **(signed & sealed)** survey prepared by a Florida registered land surveyor certifying the gross acreage within the property, excluding aquatic areas. **The Engineering Department will request a signed/sealed copy.**

Response: *Duly noted. Signed and sealed plans are provided.*

- b. **A site plan showing:**
Access and traffic flow for both vehicular and pedestrian traffic; **(Including any striping, stop signs, etc.**

Response: *See updated sheets A-100 and C-1.*

- c. Off-street parking and loading areas; Please denote the typical parking stall dimensions, handicap space detail, driveway widths, and the loading space/zone. It's noted that a fourth Handicap Space *may* be required per Federal ADA.

Response: *See added sheet A-100.1 for parking stall dimensions. Handicap parking dimensions added on Sheet A-100.*



2. Pursuant to City Code Section 22-62 (d) Safe and efficient sidewalk linkages shall be provided between building entrances and parking areas, and adjacent portions of the development, and adjacent rights-of-way. At least one accessible route in accordance with the Florida Accessibility Code shall connect buildings to parking areas and adjacent rights-of-way. Please integrate accordingly.

Response: *Added painted crosswalk from proposed location of sidewalk to new building addition.*

3. Pursuant to City Code Section 22-194. - Tree protection and mitigation. (b) Any native tree at least fourteen (14) inches in diameter at breast height (DBH), except for palms which have a minimum clear trunk of ten (10) feet, shall be preserved and protected in accordance with this article, unless the tree is determined to be a safety hazard, prevents the reasonable development of a site, is causing damage to structures or more desirable trees around it, is infected with disease or is infested with insects.

Response: *Duly noted.*

4. As the proposed site plan exceeds the parking requirement of City Code, is there the capacity to save Tree #28, integrating it within a new landscape Island?

As a note, the tree mitigation plan and overall landscape plan is beyond the requirements of City Code, therefore this action is not necessary, but advanced for consideration.

Response: *Site plan and L100 sheets updated to show added landscape island to preserve tree #28.*

5. W/WW Engineering: Not approved – Existing water meter shall be relocated to location of Proposed Fire Service. This will require on-site plumbing to be done for connection to new location of water meter. Also need to show the 6” water main is to be constructed across South Market Road. On the proposed 6” line 2 gate valves are not required; the tapping valve will serve as the isolation valve for the service. Also a check valve will need to be added to plans on the proposed 2” force main service at the property line. Final approval will be based on full engineering submittal as required by FPUA and review fess paid.

Response: *See attached plan. The gate valve has been removed as requested and a 2” check valve has been added to the proposed 2” force main. A new water service is not planned for the building addition and the existing service shall remain in its current location.*



General Advisory Notes:

1. Please indicate the adjacent zoning districts upon the site plan, pursuant to City Code Section 22- 59 (d)(2).

Response: *Added zoning designations on Site Plan.*

2. Please advise as to any new fencing proposed. New fences/gates should meet the standards of City Code Section 22-59 – Design Review

Response: *New fence to be 6ft high, green vinyl chain link fence, installed 1'-0" south of previous location of existing fence.*

3. The required minimum interior dimension for refuse collection enclosures is 12'. Additionally, the enclosure should be appropriately screened with landscaping. The proposed Coontie plants may not provide significant screening (height).

Response: *Proposed screening is adequate as per prior conversation with Kori Benton.*

4. *Per 22-177 – Definitions, a protected tree is any tree having a diameter at breast height of eight (8) inches and/or a circumference of twenty-five (25) inches or more. – Although mitigation is not required for the removal of said trees between 8 – 13.99 inches, the plan should generally reference any removal of said trees.*

Response: *Duly noted.*

ENGINEERING COMMENTS:

1. Provide a survey prepared and sealed by a Florida Registered Land Surveyor as per the conditions specified in the City of Fort Pierce Code of Ordinances Section 17-27(a)(7).

Response: *Duly noted. Survey provided by Florida registered land surveyor.*

2. Site plan shall include the following information:

- Provide the location of all stop signs and stop bars



- Provide parking stall and driveway aisle dimensions
- All perimeter boundary information shall be shown, such as distances and bearings
- Identify the location of all handicapped parking stalls
- Show setback dimensions as measured between the property lines and the vehicular use areas
- Provide a note that all construction will comply with the City of Fort Pierce Code of Ordinances Sections 17 and 22

Response: - *Stop signs and stop bars added on sheet C-1.*
- *Parking dimensions are on sheet A-100.1*
- *Perimeter boundary information shown on Survey.*
- *Handicap parking spaces identified.*
- *Dimensions were added.*
- *Note added on sheet A-100.*

3. A 5' right-of way donation is proposed along South Market Avenue; please verify with St. Lucie County that this donation will suffice and whether a sidewalk will be required.

Response: *South Market Avenue is designated as a "collector" street and as such, a 70' right-of-way is appropriate.*

ST. LUCIE COUNTY ENGINEERING DIVISION

1. Please dimension the driveway width and radius.

Response: *Added dimensions on sheet A-100.1*

2. Are there any proposed modifications to the existing driveway?

Response: *No modifications to existing driveway.*

3. The county supports the use of a single driveway for the property.



Response: *After discussions with St. Lucie County Engineering Department about future development on the remainder of the property, the second (East) driveway is acceptable.*

4. Please use FDOT dimensions for sight triangles at the driveway per FDOT Index 5.9-6.

Response: *Updated sight triangles as per FDOT Index 5.9-6.*

5. Please dimension the distance from the driveway to the east and west property lines. Driveways shall be a minimum of 25 feet from the property line.

Response: *Added dimensions on sheet A-100.*

6. The applicant is advised that prior to executing any work within the County's road right-of-way, a Right-Of-Way (ROW) Permit is required. Please contact Ms. Selena Griffett, P.E. at 772-462- 2153 for more information.

Response: *Duly noted.*

7. The applicant is advised that prior to the issuance of a ROW Permit a Roadway Improvement Agreement (RIA) and the appropriate surety will be required. Please contact Ms. Selena Griffett, P.E. , at 772-462-2153 for more information.

Response: *Duly noted.*

8. The applicant is advised that a Driveway Permit may be required for the proposed driveway improvements. Please contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.

Response: *Duly noted.*

9. The applicant is advised that a Storm water Permit may be required for storm water discharges within the County's roadway ROW or modifications made to the county drainage system.



Response: *Not applicable, storm water will be maintained on-site and no modifications will be made to the county drainage system.*

Please Contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.

SURVEY:

1. Please add to the surveyor's report. "The expected use of the survey and map is commercial.

Response: *Added as Surveyor's Note #4.*

2. Please add to the surveyor's report the survey date(s).

Response: *Added as Surveyor's Note #7.*

3. Please add to the surveyor's report "

Response: *Nothing to do (spoke with Rod Reed and confirmed).*

4. Please add to the surveyor's report "Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties."

Response: *Added as Surveyor's Note #1.*

5. Please correct in the surveyor's report on paragraph 5 the bearing of N24°00'00"E. It should be N00°12'46"E.

Response: *Corrected.*



6. Per 5J-17.052 (2) (8) (b) All information called for in the property description, such as point of commencement, course bearings and distances, and point of beginning;

Response: *Added to Survey.*

7. Per 5J-17.052 (2) (7) (d) Please show the dimensioned remaining portion of a lot(s) when part of a lot is included within the description.

Response: *Added to Survey.*

Should you require any further information or clarification, please do not hesitate to contact our office.

Jeff Falkanger
AR 4656
For the Firm



City Commission Regular Meeting

12.c.

Meeting Date: 10/16/2017

Re: Mike's Arcade - Conditional Use - 2732 S US Highway 1

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Application for Conditional Use with no new construction submitted by property owners, Stephen Fink, Judy Fink, & Howard Levy and Applicant Mike Mirando, to establish an Amusement Arcade Center with 52 arcade machines at 2732 S US Highway 1, Fort Pierce, FL subject to conditions. The property is zoned General Commercial (C-3), Parcel ID: 2422-311-0002-000-1.

SUMMARY:

- The applicant, Mike Mirando, is requesting the review and approval of an Application for Conditional Use with No New Construction to establish an Amusement Arcade Center with (fifty-two) 52 arcade machines in the subject commercial center. The subject property is currently zoned C-3, General Commercial.
- The selected site consists of three commercial suites, averaging 3,000 sq. ft. each. The applicant proposes to renovate the northern suite, 3,188 sq. ft. in size, for an amusement arcade center.
- The center would provide customers access to fifty-two (52) various machines providing entertainment games of skill, with the opportunity to earn prizes.
- The center would operate from 10:00 a.m. until 10:00 pm on weekdays, with occasional operation hour extensions until midnight during the weekends. The peak hours for the classification of business are presented as being between 7pm and 10 pm, Monday through Thursday, and mid-afternoon to close on Friday, Saturday, and Sunday.
- The Planning Board, at their September 28th, 2017 meeting, voted unanimously to recommend approval with the conditions presented by staff.
- A total of 24 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. To-date, zero responses have been collected. A tally of the garnered responses will be provided to the City Commission at the public hearing.

RECOMMENDATION:

Approval with the condition that all landscaping and lighting improvements are completed prior to final inspection for Zoning approval.

ALTERNATIVES:

Approval with Alternative Conditions
Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Fiscal Impact

OTHER INFORMATION:

Increased ad-valorem tax revenue, as the selected suite has been vacant for numerous years.

Attachments

Staff Report
Site Aerial
Application & PRC
Floor Plan
Site Improvement Plan & Survey

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/09/2017 02:05 PM
Form Started By: Kori Benton		Started On: 10/04/2017 05:38 PM
Final Approval Date: 10/09/2017		



TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: **Application for Conditional Use with No New Construction**
Mike's Arcade – Amusement Arcade Center (52 Machines)
2732 S US Highway 1

DATE: October 4, 2017

STAFF REPORT

Owner Stephen Fink, Judy Fink, & Howard Levy
 PO Box 467
 Hollywood, FL 33022

Applicant: Mike Mirando
 11850 Appaloosa Ct
 Port St. Lucie FL 34987

Requested Action: Approval of an Application for Conditional Use with No New Construction to establish an Amusement Arcade Center with 52 arcade machines

Location: 2732 S US Highway 1

Parcel ID: 2422-311-0002-000-1

Current Zoning: C-3, General Commercial

Future Land Use: General Commercial (GC)

Surrounding Zoning:

North	East	South	West
C-3	R-4	C-3	C-3

Site Size: .78 acres

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

Request

In accordance with Sections 22-22, 22-31 & 22-76 of the City Code, the applicant is requesting the review and approval of an Application for Conditional Use with No New Construction to establish an Amusement Arcade Center with (fifty-two) 52 arcade machines in the subject commercial center. The subject property is currently zoned C-3, General Commercial, and is .78 acres in size.

Project Summary

The subject site was completed in 1980 and operated primarily as a financial office. The structure consists of three commercial suites, averaging 3,000 sq. ft. each. The applicant proposes to renovate the northern suite, 3,188 sq. ft. in size, for an amusement arcade center. The center would provide customers access to fifty-two (52) various machines providing entertainment games of skill, with the opportunity to earn prizes.

The center would operate from 10:00 a.m. until 10:00 pm on weekdays, with occasional operation hour extensions until midnight during the weekends. The peak hours for the classification of business are presented as being between 7pm and 10 pm, Monday through Thursday, and midafternoon to close on Friday, Saturday, and Sunday. The commercial center houses Terry's Auto Supply, which operates 8 am to 5 pm Monday through Friday, with hours of 9 am to 1 pm on Saturday.

The subject commercial center provides forty-two (42) vehicle parking spaces, consistent with City Code Section 22-60, and the parking requirements for Arcade Amusement Centers provided in City Code Section 22-71 (b) (12). The proposed arcade and Terry's Auto Supply would jointly utilize the parking, whereas the parking requirement for the wholesale auto supply use is four (4) space, the arcade requires thirty-eight (38), and the hours of operation do not notable overlap. Future occupancy of the middle suite, which is currently vacant, will require review of parking demands and hours of operation overlap.

The applicant has affirmed that intended operations would comply with requirements of Section 22-71, "Amusement Arcades and Arcade Amusement Centers". A floor plan for the arcade and a site improvement plan are provided in the application packet. The applicant is proposing enhancements to site landscaping, lighting, parking lot striping, and the addition of bicycle racks as required by City Code. Additionally, a pedestrian sidewalk and route will be provided between the building entrance and US Highway 1 sidewalk. The applicant must obtain the required approvals to install the landscaping and sidewalk connection within the County right-of-way.

Zoning & Compatibility of Surrounding Uses

The site is located within the General Commercial Zone (C-3) district, which is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities.

The use presents an indoor entertainment facility, restricted to adult occupancy with further exclusions of alcohol consumption or smoking on the premises. In addition to the standard City regulations that any business must comply with, an Arcade establishment has a whole section of the City Code, Section 22-71, devoted just to the regulation of this type of business to ensure the safety, comfort, and general welfare of the business' patrons as well as neighboring businesses and residents. A complete copy of Section 22-71 is attached as Exhibit 1.

A church and daycare center are situated to the north, with limited overlap in peak hours of operation. A multi-family housing complex and fueling station are situated to the east and south, with US Highway 1 along the western

boundary. The site abuts US Highway 1, the most frequently travelled roadway extending the City Limits. The closest arcade establishment is over one and a half miles away from this site, north on US Highway 1.

The established guidelines for the proposed use, coupled with the site improvements presented by the applicant, should provide for appropriate integration into this commercial corridor.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use for consistency with the requirements of the City Code. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

Planning Board

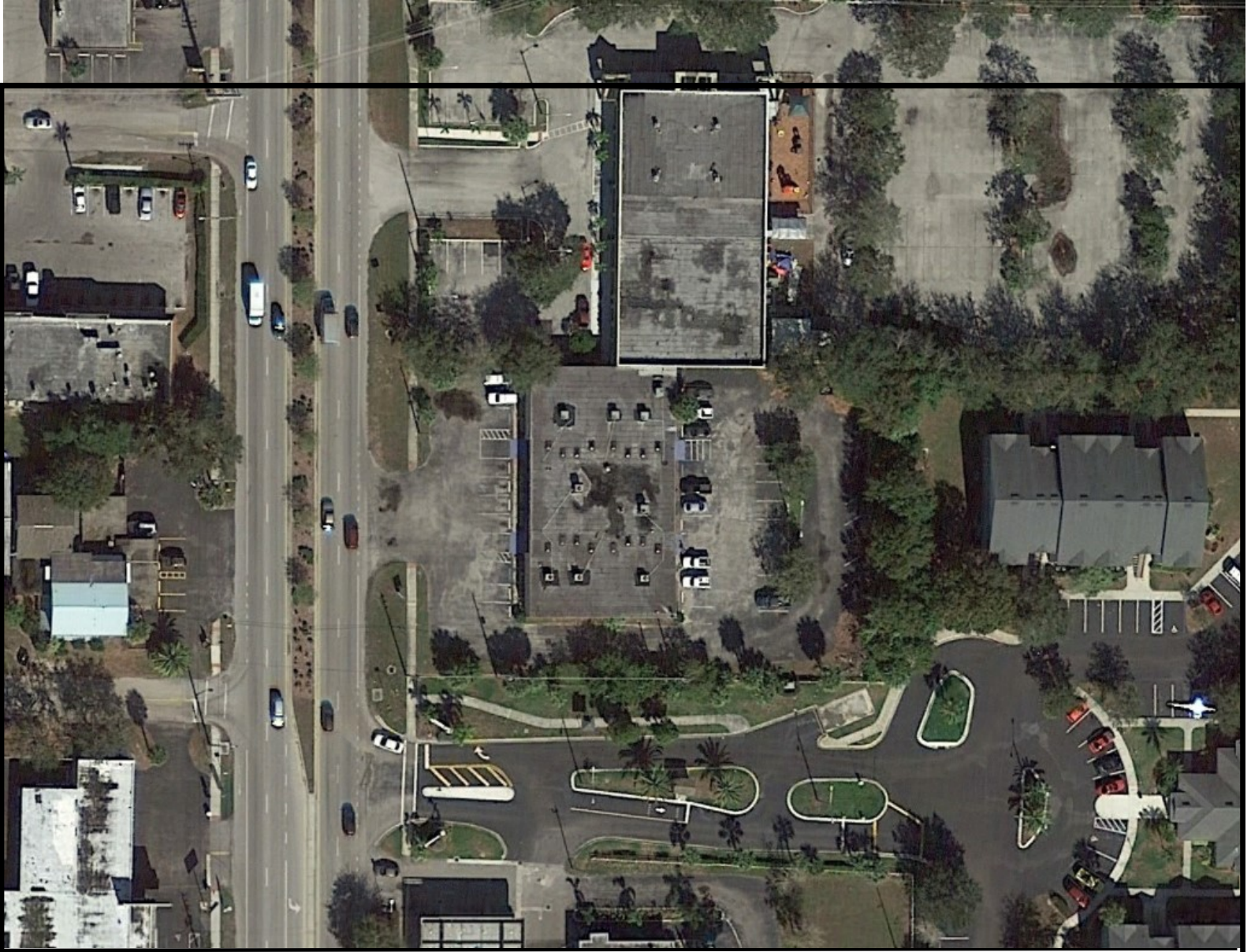
The Planning Board, at their September 28th, 2017 meeting, voted unanimously to recommend approval with the conditions presented by staff.

Property Owner Response Summary:

A total of 24 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. To-date, zero responses have been collected. A tally of the garnered responses will be provided to the City Commission at the public hearing.

Staff Recommendation:

The proposed Conditional Use with the associated site improvement plan meets the requirements of the City Code and is found to be consistent with the City's Comprehensive Plan; therefore Staff recommends **approval** with the condition that all landscaping, lighting are completed prior to final inspection for Zoning approval.





THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Conditional Use – No New Construction

Property address or Location 2732 S US 1
 Parcel ID #(s) 2422-311-0002-000-1
 Project description ARCADE - Mike's Arcade - 52 Machines

Property Owner(s) Stephen + Joey Fink
 Street Address PO BOX 467
 City Hollywood State FL Zip 33022
 Phone Number _____
 Email Address SWFINK@Tepsys.net
 or swfink@hmswarehouse.com

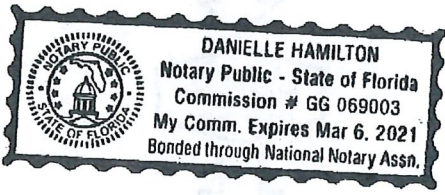
Applicant/Representative, Title, Company Mike MIRANDO
 Street Address 11850 APPALOOSA CT
 City Port St Lucie State FL Zip 34987
 Phone Number 772-979-1858
 Email Address M.MIRANDO 23 @ G.MAIL.COM

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

Property Owner(s) Signature(s) Stephen G. Fink Joey Fink
MANAGING PARTNER OF FINK'S LEVY INVESTMENTS

STATE OF FLORIDA - Broward COUNTY
 The foregoing instrument was acknowledged before me this 28 day of July, 2017, by Stephen + Joey Fink who is personally known to me or has produced _____ as identification.

Signature of Notary Danielle Hamilton



(seal)

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____
 Intake Planner _____
 Planner Assigned _____
 Approved By _____ Date _____
 Comments _____

Intake Date Stamp

□ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
 - As-built survey
 - Floor plan of existing building(s)
- If parking and drainage improvements are required:
 - As-built survey;
 - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
 - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 3188 Parking Spaces: 42

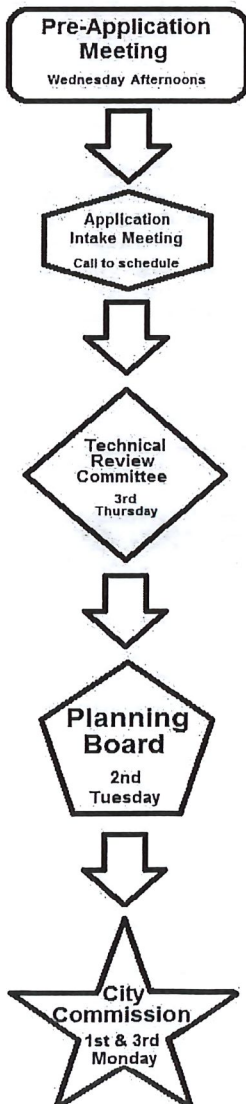
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
Church / Daycare	Commercial Gas	Stads of St. Lunch	Commercial

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



M - T - W - R - F - S - S
 10am → 10pm
 Peak Hours: 7pm - 10pm M - R
 F/S/S

Terry's Hours: 9-5 M-F
 10-1 Sat.

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

Property Identification

Site Address: 2732 S US HWY 1
 Sec/Town/Range: 22/35S/40E
 Map ID: 24/22S
 Zoning: C3

Parcel ID: 2422-311-0002-000-1
 Account #: 29786
 Use Type: 1700
 Jurisdiction: Fort Pierce

Ownership

Stephen W Fink
 Judy C Fink
 Howard L Levy
 PO Box 467
 Hollywood, FL 33022

Legal Description

22 35 40 FROM INT C/L US 1 AND E-W1/4 SEC LI RUN E 123 FT, TH S 275FT FOR POB, TH E 200 FT, TH S 169 FT, TH W 200 FT, TH N 169 FT TO POB (16B) (OR 828-2277)

Current Values

Just/Market Value: \$459,200
 Assessed Value: \$452,430
 Exemptions: \$0
 Taxable Value: \$452,430

Taxes for this parcel: SLC Tax Collector's Office [☑](#)

Download TRIM for this parcel: [Download PDF](#) [☑](#)



Total Areas

Finished/Under Air (SF):	9,024
Gross Area (SF):	10,960
Land Size (acres):	0.78
Land Size (SF):	33,800

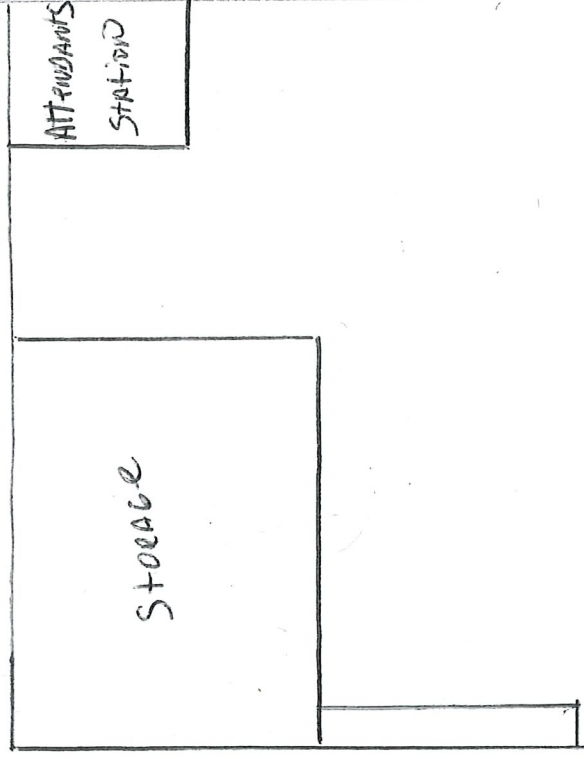
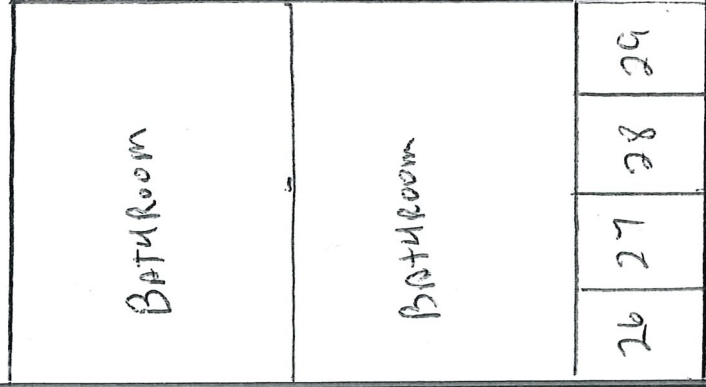
This information is believed to be correct at this time but it is subject to change and is not warranted.
 © Copyright 2017 Saint Lucie County Property Appraiser. All rights reserved.

Floor Plan

Office

Storage

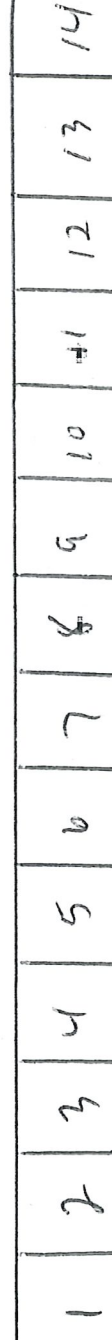
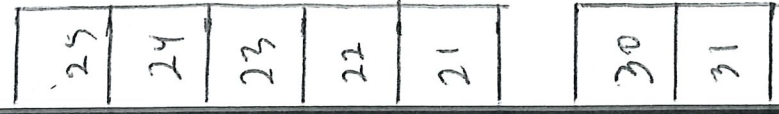
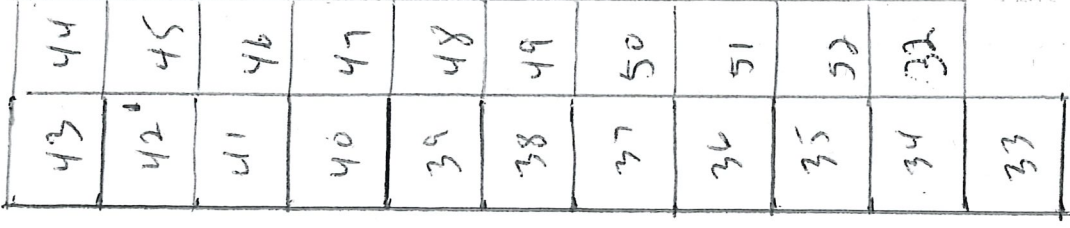
Door



Door



Door



U.S. HIGHWAY #1
(APPARENT 80' RIGHT-OF-WAY)

Landscape Improvements

FOUND 1/2" IRON PIPE NO ID
P.O.B.

WEST (D)
N89°55'48"W 200.00'

FOUND 3x3" CONCRETE MONUMENT

Bicycle Rack

Pedestrian/ADA Connection

Parking Lot Striping & Sign Improvements

EXISTING 1-STORY BUILDING
FFE = 19.26'

EXISTING 1-STORY BUILDING
FFE = 19.26'

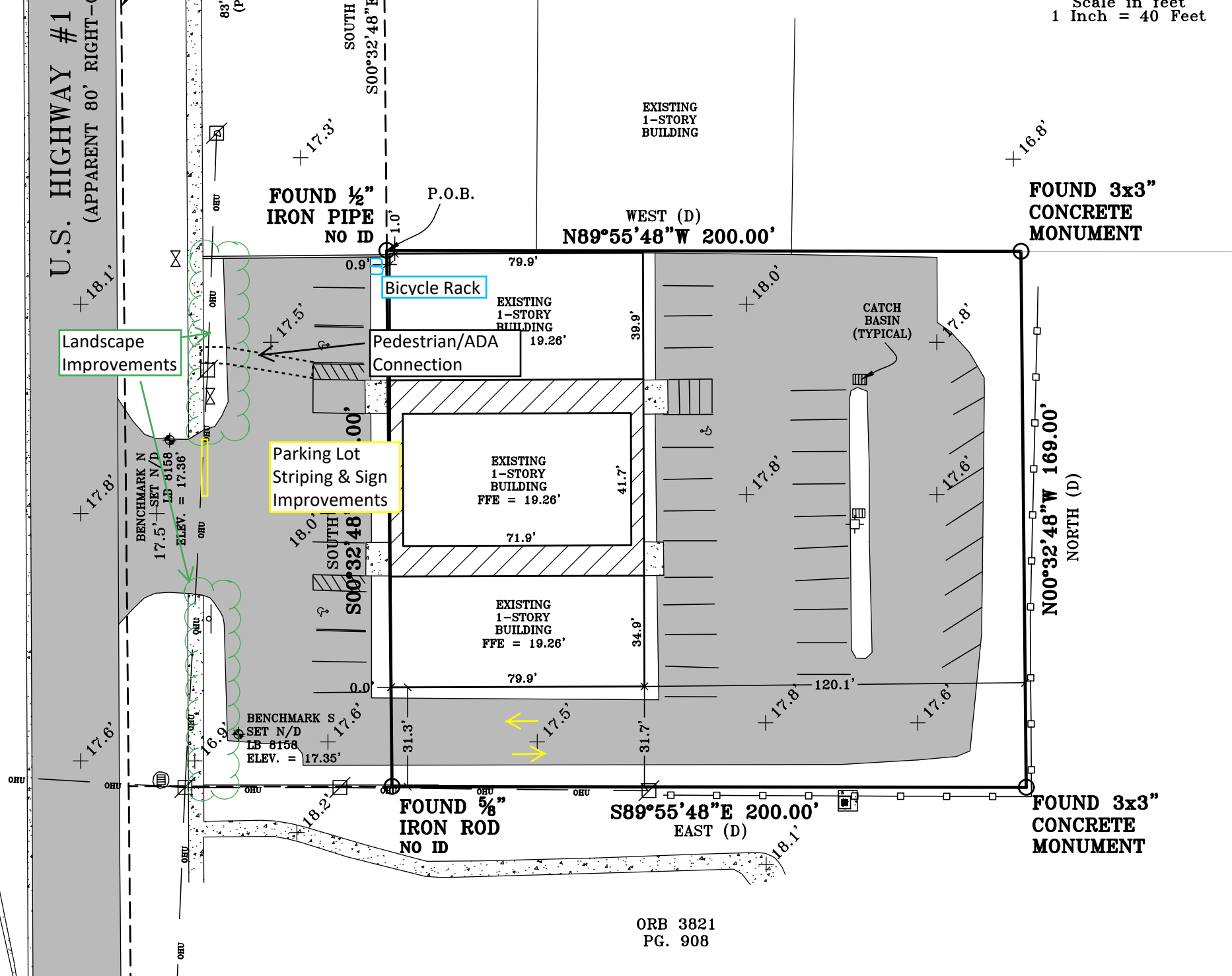
CATCH BASIN (TYPICAL)

N00°32'48"W 169.00'
NORTH (D)

FOUND 5/8" IRON ROD NO ID

EAST (D)
S89°55'48"E 200.00'

FOUND 3x3" CONCRETE MONUMENT



LEGAL DESCRIPTION

STARTING FROM A POINT 123 FEET EAST OF THE CENTERLINE OF U.S. HIGHWAY #1 ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF SAVANNAH ROAD (ALSO REFERRED TO AS WATER PLANT ROAD); THENCE GO SOUTH 200 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF THAT CERTAIN RIGHT-OF-WAY OWNED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY LYING 83 FEET EAST OF THE EAST RIGHT-OF-WAY FOR U.S. HIGHWAY #1 FOR A POINT OF BEGINNING; THENCE GO SOUTH 169 FEET, MORE OR LESS (TO THE EXISTING PARCEL PRESENTLY BEING OPERATED AS A GAS STATION), TO ESTABLISH THE SOUTHWEST CORNER OF THE PROPERTY; THENCE FROM THE SOUTHWEST CORNER GO EAST ON A LINE WHICH IS PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF SAVANNAH ROAD (AND WHICH IS ALSO ALONG THE NORTH BOUNDARY LINE OF SAID GAS STATION PROPERTY) FOR A DISTANCE OF 200 FEET TO ESTABLISH THE SOUTHEAST CORNER OF THE PROPERTY; THENCE FROM THE SOUTHEAST CORNER GO NORTH ON A LINE PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 FOR A DISTANCE OF THE AFORESAID 169 FEET, MORE OR LESS, TO ESTABLISH THE NORTHEAST CORNER; THENCE GO WEST PARALLEL WITH SAVANNAH ROAD 200 FEET TO THE POINT OF BEGINNING. THIS PROPERTY IS LOCATED IN THE CITY OF FORT PIERCE, COUNTY OF ST. LUCIE, STATE OF FLORIDA, IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

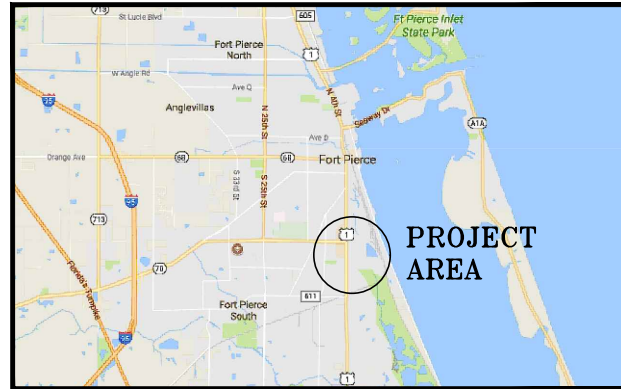
ABBREVIATIONS

CM	CONCRETE MONUMENT	NAVD	NORTH AMERICAN VERTICAL DATUM
FFE	FINISHED FLOOR ELEVATION	ORB	OFFICIAL RECORDS BOOK
IRC	IRON ROD & CAP	P.O.B.	POINT OF BEGINNING
LB	LICENSED BUSINESS	P.O.C.	POINT OF COMMENCEMENT
N/D	NAIL AND DISK	PG	PAGE
		PU&D	PUBLIC UTILITY & DRAINAGE

SYMBOLOLOGY

- CENTERLINE
- COVERED WALKWAY
- ELECTRIC BOX
- VALVE
- WATER METER
- CONCRETE
- CONCRETE POWER POLE
- DIRT ROAD
- 6" PVC FENCE
- BENCHMARK
- WELL
- GUY ANCHOR
- SIGN

VICINITY MAP



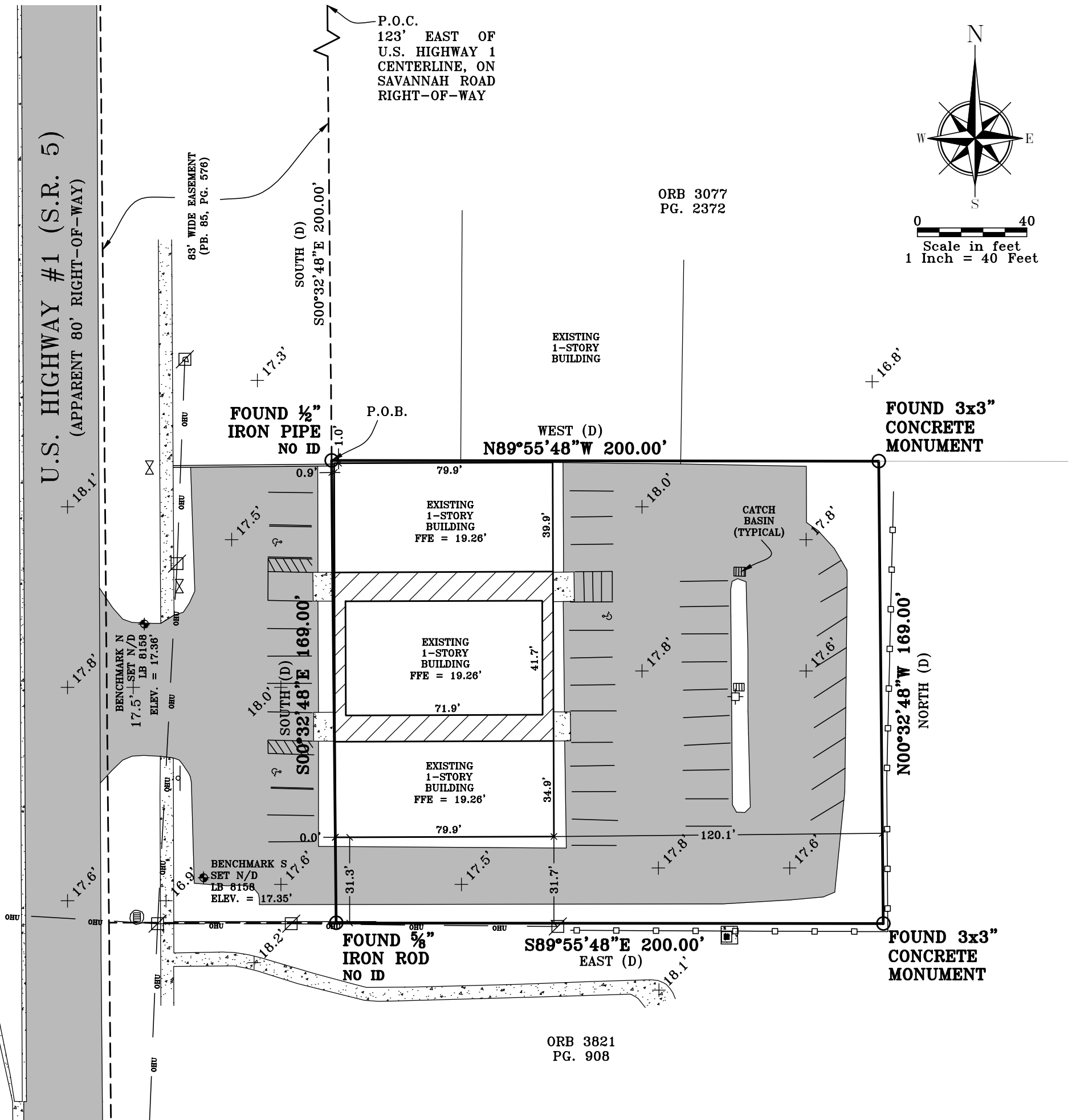
NOTES

1. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ANY REVISIONS MADE TO THIS DOCUMENT OR ASSOCIATED REPORTS WITHOUT THE WRITTEN CONSENT OF THE UNDERSIGNED WILL VOID THE SEAL WHICH HAS BEEN PLACED HEREON.
3. NO ABSTRACT WAS MADE BY THE SURVEYOR TO VERIFY ACTUAL LEGAL OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER BURDENS ON THE SUBJECT PROPERTY OTHER THAN THOSE FURNISHED BY CLIENT OR THEIR REPRESENTATIVE. DESCRIPTION SHOWN HEREON IS BASED ON INFORMATION RECORDED IN OFFICIAL RECORDS BOOK 828, PAGE 2277, ST LUCIE COUNTY, FLORIDA.
4. SUBJECT PROPERTY CONTAINS 0.78 ACRES, MORE OR LESS (33,798.04 SQUARE FEET).
5. THE LAST DATE OF FIELD WORK WAS SEPTEMBER 22, 2017.
6. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
7. THE WEST LINE OF THE SUBJECT PARCEL IS ASSUMED TO BEAR S00°32'48"E; ALL OTHER BEARINGS SHOWN ARE RELATIVE THERETO.
8. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS & IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY.
9. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER THE SCALED POSITIONS.
10. SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12111C0187 J, DATED FEBRUARY 16, 2012.
11. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND RELATIVE TO NGS CONTROL POINT AF7507, ELEVATION = 16.53'.

THIS BOUNDARY & TOPOGRAPHIC SURVEY AND MAP REPRESENTS AN ACTUAL ON THE GROUND SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION. THIS MAP AND SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS MAP AND SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE AS CODIFIED IN CHAPTER 472, FLORIDA STATUTES, AND IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

CERTIFIED TO:
MIKE MIRANDO

PRELIMINARY



	PCB	PCB	PCB	PCB	PCB	PCB	PCB
DATE	9/26/2017	SCALE	1" = 40'	CREATED BY	PCB	CHECKED BY	PCB
FILENAME	17061 2732 S US HWY 1.DWG	REVISIONS	...				
SECTION 22, TOWNSHIP 35S, RANGE 40E FORT PIERCE, FLORIDA, ST. LUCIE COUNTY							
MAXWELL GEOSPATIAL, INC. 4899 Kirby Loop Road, Fort Pierce, FL 34981 web: maxwellgeospatial.com, email: chad@maxwellgeospatial.com P: (772) 801-5206, M: (837) 356-2643 Certificate of Authorization #LB158							

City Commission Regular Meeting

13.a.

Meeting Date: 10/16/2017

Re:

SUBJECT:

Resolution 17-R34 Supporting IRSC's legislative funding request to construct the Treasure Coast Advanced Manufacturing Center along with a letter of support to the Governor, Senate President and Speaker of the House.

Attachments

17-R34

Letter

Form Review

Inbox

City Manager

Reviewed By

Nick Mimms

Date

10/09/2017 02:05 PM

Form Started By: Linda Cox

Started On: 10/09/2017 12:41 PM

Final Approval Date: 10/09/2017

RESOLUTION NO. 17-R34

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, **SUPPORTING THE FUNDING REQUEST OF INDIAN RIVER STATE COLLEGE FOR CONSTRUCTION OF THE TREASURE COAST ADVANCED MANUFACTURING CENTER**; DIRECTING CITY CLERK TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE ST. LUCIE COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, serving as the primary workforce training and technical service provider for St. Lucie County and the City of Fort Pierce, Indian River State College (IRSC) is ideally positioned to grow manufacturing and trade industries on the Treasure Coast; and

WHEREAS, over the past two years, IRSC has committed \$2 million in private funding and received \$6.5 million in legislative appropriations from the State of Florida toward a \$23.3 million state-of-the-art Treasure Coast Advanced Manufacturing Center; and

WHEREAS, while the region is most appreciative of this public support, this critically important facility is \$14.8 million short of breaking ground; and

WHEREAS, a 2017 Treasure Coast Skills Gap Study completed by the Economic Development Council (EDC) of St. Lucie County, Gehant & Associates, and in collaboration with business and educational leaders across Okeechobee & the Treasure Coast, identifies the planned IRSC Treasure Coast Advanced Manufacturing Center as a vital resource for filling many of the high demand jobs in trades and manufacturing; and

WHEREAS, our community is well aware of Electronic Manufacturing Services Industry (EMSI) and Department of Economic Opportunity (DEO) employment projections substantiating the growing, high-wage employment opportunities in sustainable building construction, smart manufacturing, automotive technology, HVAC, metal fabrication and specialized trades; and

WHEREAS, a modernized industrial skills facility is the most promising means to address these present and future needs; and

WHEREAS, supporting the request of Indian River State College will result in a strong return on investment of public funds, offering new opportunities for citizens to gain quick, affordable training in fields with extensive openings.

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

Section 1. The City of Fort Pierce fully supports the \$14.8 capital outlay request of Indian River State College for the Treasure Coast Advanced Manufacturing Center and its far-reaching implications for economic and workforce development.

Section 2. The City Clerk is directed to transmit a certified copy of this Resolution to the Florida League of Cities, the St. Lucie County Legislative Delegation and any other interested parties.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 16th day of October, 2017.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

JAMES MESSER, CITY ATTORNEY



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

October 16, 2017

Governor Rick Scott
State of Florida
The Capitol
400 S. Monroe St.
Tallahassee, FL 32399-0001

Dear Governor Scott:

On behalf of the City of Fort Pierce, I am writing to seek your support of a vitally important capital outlay project at Indian River State College: building the \$23.3 million, state-of-the-art **Treasure Coast Advanced Manufacturing Center**.

Over the past two legislative sessions, IRSC has committed \$2 million in private funding and \$6.5 million (\$1.5 in 2015; \$5 in 2016) has been appropriated by the Florida Legislature toward this endeavor. Our region is most appreciative for this public support, however, the facility remains approximately \$14.8 million short of breaking ground. IRSC has a proven track record as the primary workforce training and technical service provider for Martin, St. Lucie, Indian River, and Okeechobee Counties. This project will expand and enhance the college's ability to serve our community, so we respectfully seek your support of full funding in the upcoming 2018 Legislative Session.

In a 2017 Treasure Coast Skills Gap Study completed by the Economic Development Council of St. Lucie County, Gehant & Associates, and in collaboration with business and educational leaders across Okeechobee and the Treasure Coast, the Advanced Manufacturing Center project was reported as a "vital resource for filling many of the high demand jobs in Trades and Manufacturing" that exist in the region. Moreover, Electronic Manufacturing Services Industry (EMSI) and DEO Employment data suggest that employment opportunities currently exist in sustainable building construction, smart manufacturing, automotive technology, HVAC, metal fabrication, and specialized trades, and they will continue to be some of the fastest growing, high-wage employment opportunities through 2025. A modernized industrial skills facility is the most promising means to address these present-day and future needs, particularly with IRSC's 47 year-old skills building beyond its useful life and in dire need of replacement.

Supporting the request of Indian River State College will result in a strong return on investment of public funds, help manufacturing and trade industries flourish on the Treasure Coast, and most importantly, offer new opportunities for local citizens to gain quick, affordable training in fields with vast openings. Please know that IRSC's Treasure Coast Advanced Manufacturing Center funding request has the full support of the City of Fort Pierce, and we thank you in advance for your consideration of this \$14.8 million capital outlay appropriation.

Sincerely,

Linda Hudson
Mayor



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

October 16, 2017

The Honorable Joe Negron
Office of the President
Florida Senate
409, The Capitol
404 S. Monroe Street
Tallahassee, FL 32399-1100

Dear President Negron:

On behalf of the City of Fort Pierce, I am writing to seek your support of a vitally important capital outlay project at Indian River State College: building the \$23.3 million, state-of-the-art Treasure Coast Advanced Manufacturing Center.

Over the past two legislative sessions, IRSC has committed \$2 million in private funding and \$6.5 million (\$1.5 in 2015; \$5 in 2016) has been appropriated by the Florida Legislature toward this endeavor. Our region is most appreciative for this public support, however, the facility remains approximately \$14.8 million short of breaking ground. IRSC has a proven track record as the primary workforce training and technical service provider for Martin, St. Lucie, Indian River, and Okeechobee Counties. This project will expand and enhance the college's ability to serve our community, so we respectfully seek your support of full funding in the upcoming 2018 Legislative Session.

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Sincerely,

Linda Hudson
Mayor



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

October 16, 2017

The Honorable Richard Corcoran
Office of the Speaker
Florida House of Representatives
420, The Capitol
402 S. Monroe Street
Tallahassee, FL 32399-1300

Dear Speaker Corcoran:

On behalf of the City of Fort Pierce, I am writing to seek your support of a vitally important capital outlay project at Indian River State College: building the \$23.3 million, state-of-the-art Treasure Coast Advanced Manufacturing Center.

Over the past two legislative sessions, IRSC has committed \$2 million in private funding and \$6.5 million (\$1.5 in 2015; \$5 in 2016) has been appropriated by the Florida Legislature toward this endeavor. Our region is most appreciative for this public support, however, the facility remains approximately \$14.8 million short of breaking ground. IRSC has a proven track record as the primary workforce training and technical service provider for Martin, St. Lucie, Indian River, and Okeechobee Counties. This project will expand and enhance the college's ability to serve our community, so we respectfully seek your support of full funding in the upcoming 2018 Legislative Session.

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Sincerely,

Linda Hudson
Mayor