



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

TO : Nicholas C. Mimms, P.E., City Manager  
FROM : James M. Messer, *M* City Attorney  
RE : Fisherman's Wharf Project Agreement  
DATE : January 26, 2018

RECEIVED  
TIME \_\_\_\_\_  
JAN 26 2018  
CITY OF FT. PIERCE  
CITY MANAGER'S OFFICE

The subject Project Agreement is approved as to form and correctness. It should be noted that the FIND grant conditions requires that the project site be dedicated to public use for twenty-five (25) years.

*public*

cc: Jack Andrews, City Engineer  
Rebecca Grohall, Planning Manager

*014*  
*1* *P*  
*1/29/18*



CITY ATTORNEY USE ONLY

Date Received:	CV
Assigned To:	01/25/2018
File:	
Due Date:	01/31/2018
Hours:	



REQUEST FOR LEGAL SERVICES

**TO:** CITY ATTORNEY  
**SUBMITTED BY:** KAITLYN BALLARD, ADMINISTRATIVE ASSISTANT *KMB*  
**CITY MANAGER AUTHORIZATION:** NICHOLAS C. MIMMS, P.E., CITY MANAGER *NCM*  
**RE:** Fishersman's Wharf Project Agreement  
**DATE:** JANUARY 25, 2018

**Service Required:** (please circle or underline)

<u>Review Documents</u>	Draft Document	Written Opinion Requested
Attend Meetings	Advise	Other:

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Please review the attached documents provided by City Engineer Jack Andrews, regarding the Fishersman's Wharf Project Agreement as to form and correctness.
- Discussion of the implications and the possible impact if not apparent from preceding information:** This request originates from documentation presented by the Engineering Department.
- Time considerations and their significance:** Please review documents at your earliest convenience.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** (e.g., purchasing approval, Commission Approval at [date] Regular Meeting, finance approval.)
- Factual background:** (Outline the facts related to the underlying matter to provide context for the request.)
  - Location
  - Phase of Construction
  - Parties Involved

6. List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):

- Memo from J. Andrews re- Fishersman's Wharf Project Agreement – Bulkhead Dredging

7. Identify prior legal assistance on this or a related matter and the attorney who handled it:

8. If this is a request for review of a contract, provide the following:

- a. List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City: (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)
- b. Insurance requirements that differ from the City's template insurance terms: (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.)

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response



THE SUNRISE CITY  
**FORT PIERCE**  
ENGINEERING  
DEPARTMENT

**FORT PIERCE**  
*Florida*

**To : Nicholas C. Mimms, P.E., City Manager**

**FROM : John R. Andrews, P.E., City Engineer**

**RE : Fisherman's Wharf Project Agreement – Bulkhead and Dredging**

**DATE : January 24, 2018**

Please find attached a "Draft" copy of a proposed Project Agreement between the city and St. Lucie County for improvements at Fisherman's Wharf boat ramp and basin. I have reviewed the proposed agreement and have the following comments:

1. This agreement is necessary to secure funding from the Florida Inland Navigational District (FIND) for the replacement of the failing seawall. I would like to call your attention to the stipulation of FIND, that improvements must be dedicated to public use for a minimum period of twenty-five (25) years from the completion of construction.
2. Engineering is in agreement with the execution of the proposed agreement.

JRA/jra

**RECEIVED**  
**TIME** \_\_\_\_\_

**JAN 24 2018**

**CITY OF FT. PIERCE**  
**CITY MANAGER'S OFFICE**



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

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

**FROM : James M. Messer, City Attorney**

**RE : Fisherman's Wharf Project Agreement Bulkhead and Dredging Project**

**DATE : November 28, 2017**

The attached correspondence on the above referenced subject was received from Dan McIntyre, St. Lucie County Attorney. It is being forwarded to your attention for any action you deem appropriate.

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

JM/aw

Attachment

C: Linda Cox, City Clerk

RECEIVED  
TIME \_\_\_\_\_

NOV 28 2017

CITY OF FT. PIERCE  
CITY MANAGER'S OFFICE

BOARD OF  
COUNTY  
COMMISSIONERS



COUNTY  
ATTORNEY

Daniel S. McIntyre

Heather Young  
Katherine Davis Barbieri

ASSISTANT COUNTY ATTORNEY  
ASSISTANT COUNTY ATTORNEY

November 20, 2017

James Messer, Esq.  
City Attorney  
100 North U.S. Highway 1  
Fort Pierce, FL 34950

**RE: Fisherman's Wharf Project Agreement Bulkhead and Dredging Project**

Dear Jim:

Enclosed for discussion purposes is a draft project agreement concerning the Fisherman's Wharf Bulkhead and Dredging Project. As background information, I am also enclosing a copy of grant documents from the Florida Inland Navigation District (FIND) to assist the County in designing, permitting and constructing the bulkhead/dredging project. Please note that one of the FIND grant conditions requires that the project site be dedicated for public use for twenty-five (25) years. Also attached is a map reflecting the ownership of the parcels adjacent to the improvements.

If you have any question, please let me know.

Sincerely,

Daniel S. McIntyre  
County Attorney

DSM/sb

C: County Administrator, w/enclosures  
Deputy County Administrator, w/enclosures  
Property Acquisitions Manager, w/enclosures  
Port Engineer, w/enclosures  
Stan Payne, w/enclosures

**FISHERMAN'S WHARF BULKHEAD  
BOAT RAMP AND BASIN  
(PHASE 1) PROJECT AGREEMENT**

**THIS PROJECT AGREEMENT** is made and entered into this \_\_\_\_\_ day of December, 2017, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "City") the **FORT PIERCE REDEVELOPMENT AGENCY** (the "Agency") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County").

**STATEMENTS OF INTENT**

**WHEREAS**, the City and the County entered into an Interlocal Agreement on November 17, 2015 providing for cooperation between the parties in the development of the Port of Fort Pierce; and,

**WHEREAS**, the November 17, 2015 Interlocal Agreement provides that the parties may enter into an agreement for a specific project and attach the project agreement as an amendment to the Interlocal Agreement; and,

**WHEREAS**, the State of Florida Department of Transportation ("FDOT") hired a consultant, TranSystems to develop a conceptual plan for the development of Fisherman's Wharf at the Port of Fort Pierce; and,

**WHEREAS**, TranSystems presented the Conceptual Plan including three options to the governing bodies of the City and the County on May 15, 2015; and,

**WHEREAS**, in December 2016 the County received funding from the Florida Inland Navigation District (FIND") to develop a bulkhead design and submit a dredging permit for the Fisherman's Wharf Drainage Basin the location of which is depicted in a map attached as Exhibit "A"; and,

**WHEREAS**, the County has initiated the bulkhead design and obtained an FDEP permit; and,

**WHEREAS**, the County has applied for and received a grant from FIND to construct the Project; and,

**WHEREAS**, the FIND grant conditions require the owners of parcels benefitting from the proposed Project to agree that the Project Site will be dedicated to public use for a minimum period of twenty-five (25) years from the completion of the project; and,

**WHEREAS**, the County, the City and the Agency own property that will benefit from the improvements; and,

**WHEREAS**, the City, the Agency and the County desire to enter into a Project Agreement to satisfy the FIND grant conditions needed to construct the bulkhead and dredging improvements to the Fisherman's Wharf Basin (the "Project").

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City and the County agrees as follows:

1. The City, the Agency and the County shall coordinate their efforts through their respective Project Managers. The County's Project Manager is Port Engineer Kyle Croce, P.E. at (772) 462-1491.

**2. CONSTRUCTION OF BULKHEAD AND DREDGING IMPROVEMENTS - COOPERATION AND GRANT CONDITIONS:**

The parties agree to cooperate in the construction of bulkhead and dredging improvements at Fisherman's Wharf as depicted in Exhibit "A" as follows:

- a. The parties agree to comply with the site dedication requirement set out in Exhibit "B" within thirty (30) days after completion of the Project.

**3. SUBSEQUENT PHASES – IMPLEMENTATION OF THE CONCEPTUAL PLAN:**

The parties agree to cooperate in implementing subsequent phases of the Conceptual Plan including future projects until completed.

**4. TERMINATION**

Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party. Termination of this Agreement shall not operate to terminate the site dedication referenced in Paragraph 2.

**5. WHOLE AGREEMENT**

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

**6. AMENDMENTS**

The Agreement may only be amended by a written document signed by all parties and filed

with the Clerk of Circuit Court of St. Lucie County, Florida.

**7. NOTICES**

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

**As to City:**

Fort Pierce City Manager  
100 North U.S. One/P.O. Box 1480  
Fort Pierce, FL 34954

**With a Copy to:**

Fort Pierce City Attorney  
100 North U.S. One/P.O. Box 1480  
Fort Pierce, FL 34954

**As to County:**

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

**With a Copy to:**

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

**CITY OF FORT PIERCE, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Clerk

**BY:** \_\_\_\_\_  
Mayor

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
City Attorney

**ATTEST:**

\_\_\_\_\_  
Deputy Clerk

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

BY: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

BY: \_\_\_\_\_  
County Attorney

Draft

**FORT PIERCE REDEVELOPMENT AGENCY**

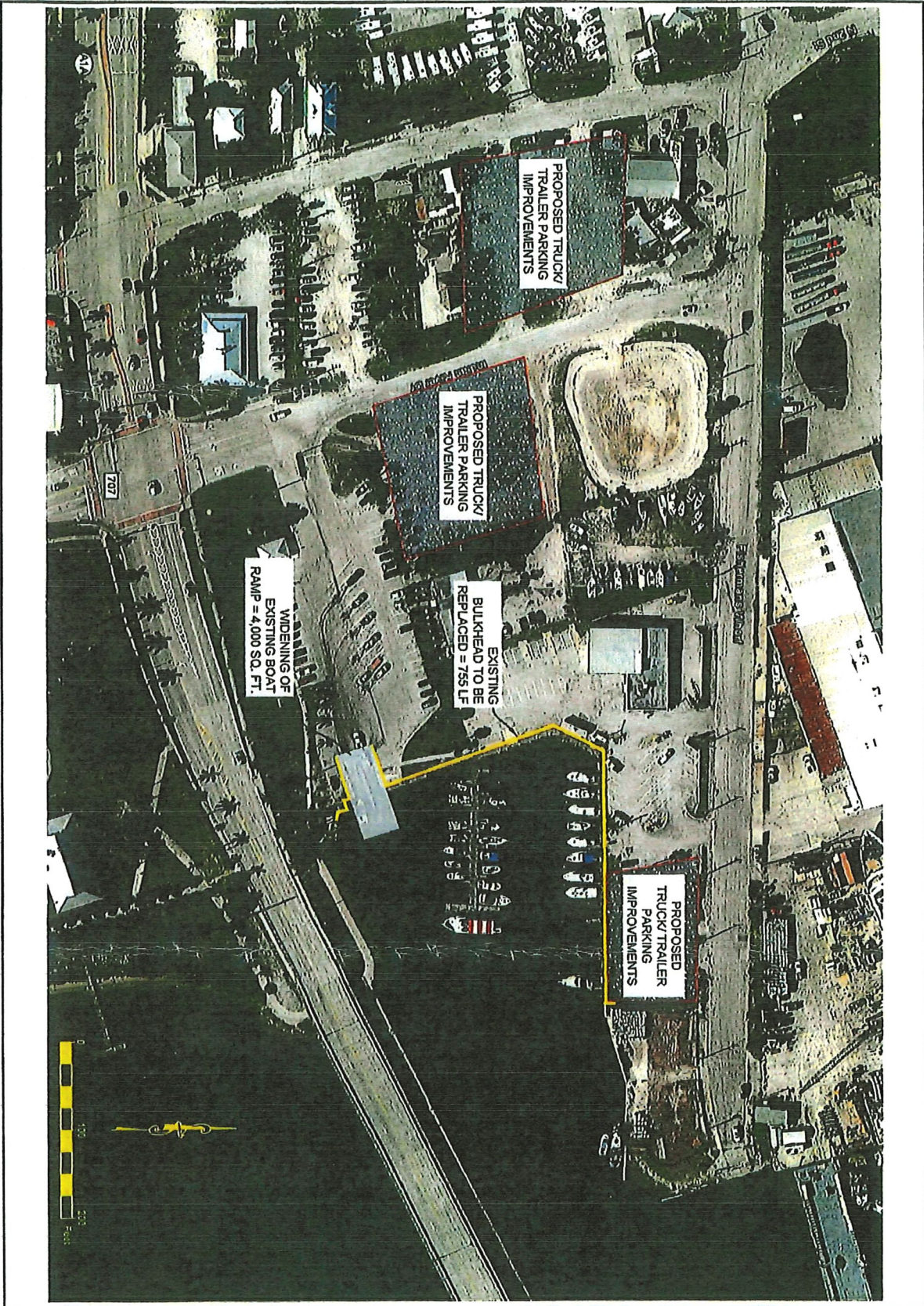
**BY:** \_\_\_\_\_  
Mayor



**Date:** \_\_\_\_\_

Draft

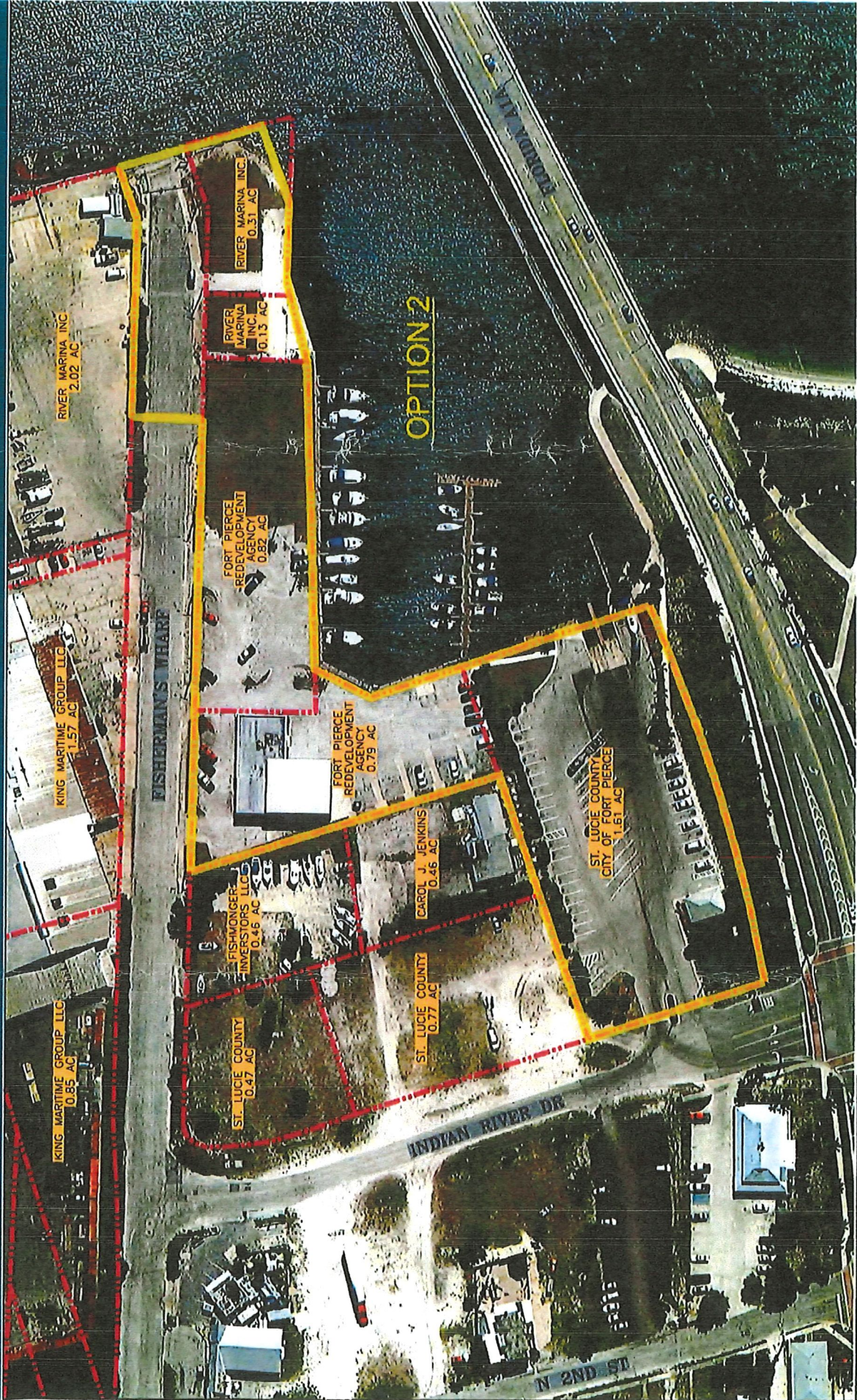
EXHIBIT A

Drawing Title: DMC PROPOSAL FOR LCA COUNTY FISHERMAN'S WHARF - FNO 2110 Dredging/DB-ELUVIUM WURF 3.dwg By: Mirela (en Layout) 3/20/2017



 <p>ST. LUCIE COUNTY BOCC 200 WPC 3A-11-1306 FORT PIERCE, FL 34943</p>	<p>Dredging &amp; Marine Consultants    <b>DMC</b>                  ENGINEERS • SCIENTISTS</p>	<p>4643 S. Clyde Morris Blvd                  Unit 302                  Port Orange, FL 32129                  Phone (386) 304-6505                  Fax (386) 304-6508                  www.dmc.com</p>	PROJECT NAME: FISHERMAN'S WHARF CONCEPTUAL	DRAWING NO: ENCL 028113												
			CLIENT: ST. LUCIE COUNTY	<table border="1"> <tr> <td>DRAWN BY</td> <td>AK</td> <td>CAD</td> <td>CSJ</td> <td>\$-REV 1/2</td> </tr> <tr> <td>CHECKED BY</td> <td>112</td> <td>SCALE</td> <td>AS SHOWN</td> <td></td> </tr> <tr> <td>APPROVED BY</td> <td>GP</td> <td>DATE</td> <td>3-21-2018</td> <td></td> </tr> </table>	DRAWN BY	AK	CAD	CSJ	\$-REV 1/2	CHECKED BY	112	SCALE	AS SHOWN		APPROVED BY	GP
DRAWN BY	AK	CAD	CSJ	\$-REV 1/2												
CHECKED BY	112	SCALE	AS SHOWN													
APPROVED BY	GP	DATE	3-21-2018													

# Development Option 2



## EXHIBIT B

### FLORIDA INLAND NAVIGATION DISTRICT

**SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years prior to or immediately following completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

#### **Draft Language Site Dedication**

The Property identified in the Project Agreement Project # \_\_\_\_\_ has been acquired or developed by the project sponsor with financial assistance provided by the Florida Inland Navigation District (FIND) in accordance with Program statues. Pursuant to requirements of that rule, land already owned and then developed or land acquired by the project sponsor with grant assistance shall be dedicated in an outdoor recreation area for the use and benefit of the general public. Leased land developed by the project sponsor with program assistance shall be dedicated as an outdoor recreation area for the general public for a minimum of twenty-five (25) years after completion of development. If the project sponsor should convert any part of the project area or the facilities thereon, whether acquired or developed with grant assistance, to other than FIND approved recreational uses, the project sponsor shall replace the area and facilities at its own expense with FIND approved project of comparable or greater scope and quality. In lieu of such replacement, FIND may require return of grant funds disbursed to the project sponsor.

I certify that copies of the Notice of Limitation of Use/Site Dedication form, project agreement and project boundary map have been filed in the County Courthouse with the deed to the property on which the following grant is located:

\_\_\_\_\_  
FIND Project Name and Number

\_\_\_\_\_  
Signature of Liaison Agent

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date