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

CITY COMMISSION AGENDA

Regular Meeting - Monday, September 4, 2018 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Father Bob Pope, St. Mark Evangelist Catholic Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from the Special Meetings on August 1, 2018 and August 24, 2018.

   b. Approval of the Meeting Minutes for the August 20, 2018 Regular Meeting.

6. **PROCLAMATIONS**

   a. Proclamation recognizing Hunger Action Month

   b. Proclamation recognizing Suicide Awareness Month

7. **LETTERS TO COMMISSION**

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

11. **CONSENT AGENDA**

a. Approve request to reduce code enforcement liens in the amount of $1,151,740.00 against 1610 N 25th Street, Ft. Pierce, FL 34950, Parcel Number 2404-610-0001-000-6 previously owned by 26 Investment LLC, 20 Maple Avenue #30B, Fair Lawn, NJ 07410 and currently owned by FB Royal Garden LLC, 10325 NW 7th Avenue, Miami, FL 33150 to $33,000.00 payable in 60 days.

b. Approve submittal of grant application and receipt of grant award from Allegany Franciscan Ministries for $75,000 to assist new business startups and new businesses relocating to Avenue D in Fort Pierce.

c. Approval of an Interlocal Agreement between the City of Fort Pierce and Fort Pierce Utilities Authority for Iroquois/Navajo MSBU.

d. Approve ATC Group Services, LLC request for installation of above-ground Fuel Tanks at City Compound Located at 52 Savannah Road.

e. Approval of contract between the City of Fort Pierce and Benjamin Bryan, Jr. to provide legal services as Interim City Attorney for a period of 90 days.

f. Approval of travel expenses for Commissioner Rufus Alexander to attend the Florida League of Cities University Workshop and Transportation & Intergovernmental Policy Committee meetings held from September 13-14, 2018 in the amount of $604.50.

g. Approval of travel expenses for Mayor Linda Hudson to attend the Florida League of Cities University Workshop and Land & Use Development Policy Committee meetings held from September 13-14, 2018 in the amount of $389.76.

h. Approval to replace existing Vievu Body Camera contrat with new Axon Body Camera contract, in the amount not to exceed $450, 001.65. The proposal is a five (5) year term that costs $90,000 per year.

i. Acceptance of Proposal/Engagement Letter from Colin Baenziger & Associates to provide City Attorney recruitment services for an amount not to exceed $23,500.

12. **PUBLIC HEARINGS**

a. Quasi Judicial Hearing - Ordinance 18-023 - Affirming the Prior Approval for the Planned Development Mayfair at Lawnwood -
Parcel IDs 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3 - FIRST READING

b. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with no new construction submitted by property owners, Leobardo Mata and Rosa Barajas, and applicant AWP Inc., to establish a contractor office that performs services off-site at 3101 Okeechobee Road, Fort Pierce, FL.The property is zoned General Commercial Zone (C-3), Parcel ID: 2417-806-0023-000-7.

c. Resolution No. 18-R40 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 427 N 14th Street - Left Front Unit AKA Building #2 to show cause why the structure located on the premises should not be condemned and demolished.

d. Resolution No. 18-R41 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 427 N 14th Street - Left Rear Unit AKA Building #3 to show cause why the structure located on the premises should not be condemned and demolished.

e. Legislative Hearing - Ordinance 18-025 Rezoning the property generally located at 3800 Selvitz Road, from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning). SECOND READING

f. Legislative Hearing - Ordinance 18-026 Rezoning the property generally located at 3802 Selvitz Road, from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning). SECOND READING

g. Legislative Hearing - Ordinance 18-027 Approval of a Zoning Atlas Amendment (Rezoning) from I1, Light Industrial, to PD, Planned Development, along with Planned Development Plan for the Redhawk Rebar facility located at 4280 Bandy Boulevard , Fort Pierce, FL. SECOND READING

h. Legislative Hearing - Ordinance 18-028 annexing property located at 3030 S. 25th Street. SECOND READING

i. Legislative Hearing - Ordinance 18-029 Building Department Fee Schedule - SECOND READING

j. Legislative Hearing - Ordinance 18-031 Modifying language in Chapter 12, Section 12-202 to remove the prohibition of delivery and demonstration of any item or service in City Parks. FIRST READING

13. **CITY COMMISSION**

a. Resolution 18-R42 appointing members to the Police Community Advisory Committee (PCAC)

b. Applications for appointment to the FPUA Board to be appointed via Resolution 18-R43.

c. Resolution 18-R44 accepting the return of the primary election held on August 28, 2018.

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: 09/04/2018

Re: 8/1/2018 Special Meeting

SUBJECT:

Approval of minutes from the Special Meetings on August 1, 2018 and August 24, 2018.

Attachments

08.01.2018

08.24.2018

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	08/28/2018 10:09 AM

Form Started By: Linda Cox Started On: 08/22/2018 05:07 PM

Final Approval Date: 08/28/2018

MINUTES OF A SPECIAL MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE SECOND FLOOR CONFERENCE ROOM OF CITY HALL, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9:00 A.M. ON WEDNESDAY, AUGUST 1, 2018.

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 9:00 a.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Absent: Commissioner Rufus Alexander

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

4. 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.

Mike Perri

5. NEW BUSINESS

a. Special Meeting called by Mayor Linda Hudson to discuss the City Attorney's Office

Mayor Hudson invited City Attorney Jim Messer to start off. Mr. Messer indicated that there have been allegations of a hostile work environment made against him. He recommends that the City Commission direct the City Manager to procure the services of an outside agency with experience to investigate the matter.

Mr. Mimms indicated that staff has not contacted the insurance carrier with the details of the situation because an investigation has not yet been conducted however staff has notified our carrier that an issue has been raised.

Mr. Messer indicated that under his contract, the City is obligated to provide him with an attorney in the event a claim is made; accordingly, he is asking that the City Commission authorize Ms. Morris to pay any invoices for these services.

Finally, in an effort to provide uninterrupted legal services to the City, Mr. Messer asked that the City Commission direct the City Manager to consult with him on the best way to provide the services.

Commissioner Perona inquired with Human Resources as to what the process is and how we should proceed. Mr. Kevin Browning, Human Resources Manager, indicated that typically a complaint would be given to the appointing authority or the Human Resources Manager and the appointing authority would direct the Human Resources Manager to conduct an investigation. Because Mr. Messer is a charter officer, the process would be the same except the Commission would direct the investigation typically through an outside agency, or however else you may direct the process.

Mayor Hudson indicated that an investigation should be conducted and should be done through an outside source. Commissioner Sessions indicated he feels uncomfortable directing this matter without legal counsel and without notifying our insurance carrier. Consensus was that it is important that an investigation is conducted, guidance and representation through the process is provided by our insurance carrier, Mr. Messer should remain in his position as the investigation is conducted and to protect those claiming a hostile work environment.

Following discussion, the Commission directed the City Manager as follows: the City Manager and City Attorney work out a plan for the continuation of city business; contact the insurance carrier and Florida League of Cities for investigative coverage and recommendations; and approve Mr. Messer's request for legal representation at the city's expense.

6. ADJOURNMENT

Meeting was adjourned at 9:36 a.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 11:00 A.M. ON FRIDAY, **AUGUST 24, 2018**.

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 11:00 a.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Staff Present: St. Lucie County Attorney acting as City Attorney, Dan McIntyre
City Clerk Linda Cox
City Manager Nicholas Mimms

4. 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.

No public comments.

5. **NEW BUSINESS**

a. Discussion and Update on employment status of James Messer, City Attorney

Mayor Hudson welcomed Dan McIntyre, St. Lucie County Attorney who agreed to set in as City Attorney for this meeting. Mayor Hudson read a memo dated August 20, 2018 from James Messer offering his resignation without cause in accordance with paragraph 6 of his employment contract.

Ms. Becky Vose, Esq., the investigator of the complaints against Mr. Messer, appeared to answer questions and to outline her findings and the options for the City Commission which included as follows: Option 1, termination with cause resulting in no severance; Option 2, termination without cause; Option 3, formal offer to accept resignation; and Option 4, the City Attorney resigns before any action by the City Commission.

The City Commission called a fifteen minute recess at 11:39 so that Mr. McIntrye could call Mr. Messer. The meeting reconvened at 11:54 a.m. Mr. Messer emailed a resignation with no conditions effective August 24, 2018.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to accept the resignation of James Messer with no conditions.

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

Passed

b. Discussion on the future of Legal Services for the City of Fort Pierce

Mayor Hudson suggested that the Commission consider naming Judge Buck Bryan to serve as Interim City Attorney. Commissioner Sessions also suggested either Rob Schwerer or Jim Walker. In response to Commissioner Alexander's inquiry about existing employees, Mr. Mimms indicated that all employees will be back at work on Monday.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to contract with Buck Bryan to serve as Interim City Attorney and direct staff to draft such a contract with the assistance of Dan McIntrye.

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

Passed

After discussion, Mr. Mimms indicated that Colin Baenziger & Associates assisted the city with the prior search and he should be available to assist again.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to direct staff to engage the services of Colin Baenziger & Associates to assist in the search for a new City Attorney.

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

Passed

6. ADJOURNMENT

The meeting adjourned at 12:17 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **5.b.**

Meeting Date: 09/04/2018

Re: Approval of the Meeting Minutes for the August 20, 2018 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Meeting Minutes for the August 20, 2018 Regular Meeting.

Attachments

Mtg Mins_08.20.2018

Form Review

Form Started By: Noemi Rios Started On: 08/27/2018 03:20 PM

Final Approval Date: 08/27/2018

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, **AUGUST 20,2018.**

1. CALL TO ORDER

2. OPENING PRAYER - Deputy Chief of Police, Kenny Norris

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 Meeting Minutes for the August 6, 2018 Regular Meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 5 a.

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

Passed

6. **PROCLAMATIONS**

There were no Proclamations.

7. **LETTERS TO COMMISSION**

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

a. Email from Blades Robinson in recognition and commendation of the exceptional work performed by Solid Waste Supervisor Marlon Pryce and Sanitation Driver Robert Jackson, and for good management provided by Solid Waste Operations Manager Tysha Williams.

b. Email from Gus Gutierrez in appreciation of the Planning Director, Rebecca Grohall's assistance and sincere effort to accommodate the procedures.

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

Eugene Williams with Tiffany Grant spoke on item 13 c.
Mark Boston spoke on item 13 b.
James Buchheit spoke on item 10 b.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve the agenda as presented.

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

Passed

10. MISCELLANEOUS REPORTS

a. Presentation of Certification of Recognition to the City of Fort Pierce for 95 years as an ICMA recognized Commission/Manager form of government.

Lori LaVerriere, City Manager with Boyton Beach and District 4 Director of FCCMA, along with Howard Tipton, St. Lucie County Administrator and Dan Clark with the Town of Lake Clarke Shores presented the International City Manager Association award to the City Commission for their 95th year as a city council manager form of government. This form of government was created to separate administration from direct political influence and establish merit based practice in government creating healthy practices. She expressed the City Commission is doing an amazing job and the City of Fort Pierce's Mission Statement reflects why this community is so wonderful.

b. Presentation on City of Fort Pierce Recreation Activities

Mike Reals, Public Works Director and Cassandra Jackson, Recreation Coordinator expressed the proposed programs to promote further community activity are soccer, special needs adult and youth activities, mentoring, afterschool tutoring, adult programs, senior day programs and girls' dance programs. Ms. Jackson went into detail of the past and current events schedule, as well as goals for the future. Some of these include having a police officer stationed outside of the facility, and including both children and adult activities that will engage the community and bring them together. The adult activities would be conducted during times in which children are in school.

c. Third Quarter Financial Report

Johnna Morris, Finance Director, presented the Fund Evaluation Report for the quarter ending on June 30,2018. All funds, with the exception of the Golf Course and the Sunrise Theatre continue to operate at a positive. Regarding the General Fund there is a projection of $2.8 million overage in our revenue due to our FEMA reimbursement for Hurricanes Frances and Matthew. The Golf Course is about $150K short due mainly to invoices and contracts that were not paid and sent over after the Golf Director commenced. Also temporary services were not budgeted for and this falls into the shortage. However, this number should go down. The Sunrise Theatre is short $761K and there have not been any transfers to this account so this will need to be addressed as the end of the fiscal year comes to an end. There is a Sunrise Theatre Workshop for the City Commission to discuss this scheduled for Friday, August 24, 2018. Lastly, our special revenue funds and grant funds are doing well.

11. CONSENT AGENDA

a. Approval for annual purchase of signal equipment from Econolite Controls in the amount of $173,200.00.

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

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

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance 18-017 Rezoning five (5) parcels of land generally located at or near 2191 S. Jenkins Road, from PD, Planned Development to C-3, General Commercial. SECOND READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING FIVE (5) PARCELS GENERALLY LOCATED AT OR NEAR 2191 S. JENKINS ROAD FROM PD, PLANNED DEVELOPMENT, TO C-3, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve item 12 a.

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

Passed

b. Legislative Hearing - Ordinance No. 18-018: Adoption hearing pertaining to an application submitted by the property owners, Spec Ft. Pierce, LLC, Applicant Structural Real Estate, and Representative Engineering Design & Construction, Inc. for a Future Land Use Map Amendment for five (5) parcels of land, 44.97 +/- acres in total, to change the future land use designation, within the Comprehensive Plan, from RL, Low Density Residential to GC, General Commercial. Said parcels are generally located south of Graham Road, east of interstate 95, north of Tedder Road, and west of S. Jenkins Road, or approximately 2191 South Jenkins Road. Parcel IDs: 2313-431-0000-000-1, 2313-441-0000-000-2, 2313-444-0040-000-3, 2313-443-0000-000-8, & 2313-434-0001-000-7. SECOND READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF FIVE (5) PARCELS GENERALLY LOCATED AT OR NEAR 2191 SOUTH JENKINS ROAD, FROM LOW DENSITY RESIDENTIAL, RL, TO GENERAL COMMERCIAL, GC; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12 b.

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

Passed

c. Quasi-Judicial Hearing - Ordinance 18-025 Rezoning the property generally located at 3800 Selvitz Road, from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning). FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT 3800 SELVITZ ROAD, FROM IH, INDUSTRIAL HEAVY (ST. LUCIE COUNTY ZONING), TO I-3, HEAVY INDUSTRIAL (CITY OF FORT PIERCE); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Before commencing this Quasi-Judicial Hearing, James Messer, City Attorney, reminded the Commission when acting as a Quasi-Judicial Body they apply the laws and policies established and are held to stricter procedural requirements, following basic standards established and are held to stricter procedural requirements, following basic standards of notice and due process based on substantial evidence. As such, they conduct these proceedings as judges instead of legislators.

Mr. Messer additionally confirmed that the only other individuals that may be heard are people who might have relevant information and their comments are limited to three (3) minutes each. Members of the public may be permitted to present their non-expert opinions, but the Commission must know that public sentiment is not relevant to the decision which must be based on competent, substantial evidence.

Mayor Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; Commissioner Alexander, Commissioner Johnson, Commissioner Perona and Commissioner Sessions met with the applicant’s representative.

City Clerk, Linda Cox, was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole

truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Brandon Creagan, Planning Analyst, indicated the former Cargill sites were annexed into the City in 2004 under Ordinance K-310. Some of the sites retained the County IH, Industrial Heavy designation as the City did not have a Heavy Industrial Designation at the time. The proposed City Zoning: I-3, Heavy Industrial. The Planning Board voted 6-0 to recommend approval of the request as presented. The requested Application for Zoning Atlas Amendment meets the criteria specified in Section 22-131 of the 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 the request along with Ordinance 18-025.

Mayor Hudson opened the Public Hearing.
Dennis Murphy with Culpepper & Terpening, the applicant's representative, presented himself to answer questions. He indicated the access would be part of the parcel to the north. Regarding code violations, they have secured demolition permits and are in the process of being cleaned up within the next few weeks.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 12 c.

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

Passed

d. Quasi-Judicial Hearing - Ordinance 18-026 Rezoning the property generally located at 3802 Selvitz Road, from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning). FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT 3802 SELVITZ ROAD, FROM IH, INDUSTRIAL HEAVY (ST. LUCIE COUNTY ZONING), TO I-3, HEAVY INDUSTRIAL (CITY OF FORT PIERCE); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Before commencing this Quasi-Judicial Hearing, James Messer, City Attorney, reminded the Commission they are still acting as a Quasi-Judicial Body and the laws and policies expressed in the prior Quasi-Judicial Hearing apply.

Mayor Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; Commissioner Alexander, Commissioner Johnson, Commissioner Perona and Commissioner Sessions met with the applicant's representative.

City Clerk, Linda Cox, was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Brandon Creagan, Planning Analyst, indicated the current zoning with the County for the property is IH, Industrial Heavy and the proposed City zoning is I-3, Heavy Industrial.

The Planning Board voted unanimously to recommend approval of the request as presented. The requested Application for Zoning Atlas Amendment meets the criteria specified in Section 22-131 of the 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 the request along with Ordinance 18-026.

Mayor Hudson opened the Public Hearing.

Dennis Murphy with Culpepper & Terpening, the applicant's representative, presented himself to answer questions.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item 12 d.

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

Passed

e. Quasi-Judicial Hearing - Ordinance 18-027 Approval of a Zoning Atlas Amendment (Rezoning) from I1, Light Industrial, to PD, Planned Development, along with Planned Development Plan for the Redhawk Rebar facility located at 4280 Bandy Boulevard , Fort Pierce, FL. FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT 4280 BANDY BOULEVARD, FROM I-1, LIGHT INDUSTRIAL ZONE, TO PD, PLANNED DEVELOPMENT; FURTHER APPROVING A DEVELOPMENT PLAN PURSUANT TO SECTION 22-40, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Before commencing this Quasi-Judicial Hearing, James Messer, City Attorney, reminded the Commission they are still acting as a Quasi-Judicial Body and the laws and policies expressed in the prior Quasi-Judicial Hearing apply.

Mayor Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; only Commissioner Johnson met with the applicant's representative.

City Clerk, Linda Cox, was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Vennis Gilmore, Planning Analyst, indicated the applicant would like to have the subject site rezoned and is seeking authorization for development of an industrial facility specializing in rebar bending for a construction site. The proposed City zoning designation is PD, Planned Development. Standards specified per Section 22-131 of the City Code were met. All affected departments have reviewed the proposed Zoning Atlas Amendment and Planned Development with regards requirements of the City Code. The Planning Board voted unanimously to recommend approval. The request for a Planned Development is generally consistent with the processes outlined in the Land Development Code, the underlying intensity of the proposed use is consistent Future Land Use Element of the City's Comprehensive Plan for Industrial Districts; therefore, staff recommends the City Commission approve presented plan (PD) and rezoning request with the following conditions:
1) Open Space calculation revised to reflect the 20% required in the Land Development Code, Land Development Code22-40(b)(3). This revision should be made prior to City Commission.
2) Site Lighting is provided in accordance with Land Development Code 22-60(j)(1) Off Street Parking and Loading at the time of Building Permit Review.
3) Building elevations be provided prior to City Commission in accordance with Land Development Code Section 22-59 (c)(1)j.
4) Provide an updated response to the City of Fort Pierce Engineering Department review dated June 29, 2018 prior to Building Permit application.

Mayor Hudson opened the Public Hearing.
Dennis Murphy with Culpepper & Terpening, the applicant's representative, presented himself to answer questions. The applicant is looking to employ approximately 20-30 employees and later on another additional 12 employees.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve item 12 e with staff conditions.

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

Passed

f. Legislative Hearing - Ordinance 18-028 annexing property located at 3030 S. 25th Street. FIRST READING

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

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE 3030 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Vennis Gilmore, Planning Analyst, indicated this was a voluntary application for annexation. The applicant is seeking to open a former gas station in the location. The proposed City zoning is C3, General Commercial and the proposed Future Land Use designation is GC, General Commercial. The Planning Board, at their July 10th, 2018 meeting, voted unanimously to recommend approval of the request as presented. As proposed, the annexation meets the standards of the City Code & Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends the City Commission approve the proposed voluntary annexation along with the zoning and future land use designations.

Mayor Hudson opened the Public Hearing.
Brian Nolan, the applicant's representative presented himself to answer any questions.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve item 12 f.

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

Passed

g. Legislative Hearing - Ordinance 18-029 Building Department Fee Schedule - FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 5, ARTICLE VII OF THE CODE OF ORDINANCES ENTITLED "PERMIT FEES"; AMENDING SECTION 5-266, TO CLARIFY DETERMINATION OF FEES AND VALUATIONS; AMENDING SECTION 5-267, TO UPDATE FEE COLLECTION, REORGANIZE SCHEDULE AND REMOVE FEES NOT INCLUSIVE TO PERMITS; CREATING SECTION 5-268, MISCELLANEOUS FEE SCHEDULE, TO PROVIDE FOR A SCHEDULE OF MISCELLANEOUS FEES NOT INCLUSIVE TO PERMITS; CREATING SECTION 5-269, INCENTIVE AND OPTIONAL SERVICE FEE SCHEDULE, TO PROVIDE FOR A SCHEDULE OF FEES FOR INCENTIVES AND OPTIONAL SERVICES THAT THE DEPARTMENT PROVIDES; CREATING SECTION 5-270, PENALTY FEE SCHEDULE, TO PROVIDE FOR A SCHEDULE OF FEES FOR PENALTIES THAT MAY BE ASSESSED DURING CONSTRUCTION ACTIVITIES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Paul Thomas, Building Official, proudly reported there have not been any changes to this since 2016. The issue now is that there were inconsistencies with the ordinance and thus

they rewrote it, striking through those inconsistencies to accommodate the changes. Sean Coss, Building Coordinator, expressed they'd received feedback stating the existing ordinance and fee schedule was hard to follow. Consequently, they've eliminated that section and rebuilt it into four main categories, these being permit fees, miscellaneous fees, incentive fees and penalty fees; each fee is in alphabetical order. Some costs have decreased and others increased. Among the decreased costs are the first renewal of a permit and cost of residential fence permits. Some of the ones that increased are the permits for moving structures and temporary construction trailers. The Building Department is required by State law to be self-sufficient and fully funded by incoming fees as opposed to funded by the General Fund. Mr. Thomas indicated the fees were also specific to our smaller community in comparison to a larger community like St. Lucie, Martin or Indian River County who have a larger population.

Mayor Hudson opened the Public Hearing.
Dottie Stonestreet, owner of Lenzi's Diner, spoke of her struggles while trying to get her diner relocated and opened.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item 12 g.

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

Passed

13. CITY COMMISSION

a. Resolution No. 18-R39 determining that the structure located at 427 N 14th Street - Left Front Unit AKA Building #2 and the structure located at 427 N 14th Street - Left Rear Unit AKA Building #3 are unsafe and should be condemned and demolished. A hearing to determine this matter is scheduled before the City Commission on September 4, 2018.

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

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 427 N 14TH ST– FRONT LEFT UNIT AKA BUILDING #2 AND AT 427 N 14TH ST – REAR LEFT UNIT AKA BUILDING #3 IN FORT PIERCE, FLORIDA IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT CONDEMNED AND DEMOLISHED IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON SEPTEMBER 4, 2018 AT 6:30 PM, IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 N US HWY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

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

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

Passed

b. John K. Tompeck, P.E., Director of Utilities; Nina B. Penick, CPA, Director of Financial Services and Murray Hamilton, Rate Consultant with Public Resources Management Group, presented the City Commission with the Utility Rate Study. Since 2007, FPUA has conducted a series of rate study updates to evaluate the revenue sufficiency of each utility system. The studies have demonstrated that the water, wastewater and gas systems do not stand alone financially in meeting the individual revenue requirements of each system while the electric rates produced surplus revenues. The electric rates were reduced in FY11, FY13 and FY14. FPUA has implemented smaller water, wastewater and gas adjustments over time to help cure a portion of the deficiencies. The wastewater and gas rates were last increased in FY 2014. The water rates were last increased in FY 2016. The projected FY 2018 annual average total deficiency from water, wastewater and gas rates is estimated at approximately $4.3 million.

The need for rate increases stems from the need to maintain high quality and reliable service that safeguards the health and welfare of the community, keep up with inflation to maintain and improve the service level standards that benefit FPUA's customers, compliance with existing and evolving regulations, extending high quality services to new customers, retain adequate

cash reserves to address the working capital needs of the system and lastly, comply with the City Charter and the authorizing Bond Resolution.

FPUA reported that existing water, wastewater and natural gas rates are not sufficient to meet the current and projected revenue requirements of the system. As a result, it was recommended that the City Commission consider approving Resolutions UA 2018-06, UA 2018-07 and UA 2018-08 which would provide for a 3% increase in the water and wastewater rates and a 1.76% increase in the gas rates that were adopted by the FPUA Board on August 7, 2018.

1. Resolution No. UA 2018-06 which provides for a 3% increase in the water customer and volume charges.

Motion was made by Commissioner Perona, Mayor Hudson passed the gavel and seconded the motion to approve UA 2018-06 to increase in the water customer and volume charges.

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

Failed

2. Resolution No. UA 2018-07 which provides for a 1.76% increase in the Natural Gas customer and commodity charges and adds a compressed natural gas rider.

Motion was made by Commissioner Johnson, seconded by Commissioner Perona to approve UA 2018-07 to increase in the Natural Gas customer and commodity charges and add a compressed natural gas rider.

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

Passed

3. Resolution No. UA 2018-08 which provides for a 3% increase in the wastewater customer and volume charges.

Motion was made by Commissioner Perona, Mayor Hudson passed the gavel and seconded the motion to approve a UA 2018-08 to increase in the wastewater customer and volume charges.

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

Failed

4. Resolution No. UA 2018-09 related to new LED outdoor lights and streetlight rates and other minor changes to those electric tariffs.

Motion was made by Commissioner Johnson, seconded by Commissioner Perona to approve new LED outdoor lights and streetlight rates and other minor changes to those electric tariffs.

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

Passed

c. Discussion on vacant commercial properties along Avenue D at the request of Commissioner Alexander.

Commissioner Alexander indicated he's spoken to several people who wish to open a business on Avenue D and have been turned away. He said he understands the City Clerk Department cannot do anything that is not allowed by the ordinance. Commissioner Sessions said he's also spoken to others wanting to open a business who claim to be brow beaten by Code Enforcement. He urged City staff to work with these individuals. Commissioner Johnson expressed some of the issues were because they are federally mandated. The Florida Building Code also changes and we are bound by that which Paul Thomas, Building Official, confirmed. Some buildings require a Change of Use, if for example a structure was at one point a church and then wants to be rented for a hair dressing businesses. Mr. Thomas indicated Caleta Scott, Lincoln Park Revitalization Coordinator was working on educating the public on current regulations to open a business and when a Change of Use may be needed. Commissioner Perona was of the opinion that new business owners can possibly sit with City staff so that they can be educated as to the hurdles they can possibly encounter with the particular business location they choose. That way, they know what all the requirements are in the beginning. City Manager, Nicholas Mimms, will present a Revitalization Plan for the City Commission during the September Conference Agenda.

14. COMMENTS FROM THE PUBLIC

Faith Owens
Lashondra Grimsley
James Buchheit
Jeanne Arias
Rick Reed

15. COMMENTS FROM THE CITY MANAGER

City Manager, Nicholas Mimms, reminded the City Commission that on Thursday, August 23, 2018 there will be Active Shooter Training for them and Department Heads that wished to participate so they are aware of how to avoid dangers. The second Sunrise Theatre Workshop will be held at the Commission Chambers at August 24, 2018 to provide the Commission with new data collected from our community. The City Clerk will present the City Commission with the applicants for the Police Advisory Committee so that they are able to appoint their selections at their next Regular Meeting on Tuesday, September 4, 2018. The County Administrator will be holding off on the Agape Center in order to consider all options other than the Hurston building.

City Attorney, James Messer, had nothing to add.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander expressed concerns for the Avenue D community.

Commissioner Perona had nothing to add.

Commissioner Sessions was content with the County's feedback regarding the Agape Center. He commended the community for voicing their opinions in this matter. He encouraged Commissioners from District 2 to come on a ride-a-long with him in District 1.

Commissioner Johnson said speaking of streets and sidewalks, we struggle with capital improvements. He indicated this was necessary for both District 1 and District 2. He is excited about WaWa's Grand Opening on Thursday, August 23, 2018 because it will benefit District 2 with jobs and the recent opening of Chic-Fil-A which reported 95 jobs for District 1. He's also excited about the rezoning approved tonight because those will also grant our community more jobs.

Mayor Hudson spoke of the Florida League of Cities Annual Conference. She expressed the first seminar was about sharing houses and rides like Uber and Lyft. They indicated this was the wave of the future. At the conference, they also encouraged cities to adapt to new rules and regulations of the Legislature. For the luncheon speaker they had the Air B& B CEO speak to them about how this aided in sharing housing. They celebrated the 50th Anniversary of Home Rule put in the Constitution in 1968. The Mayor of Parkland spoke of how they were working with schools, first responders and law enforcement to heal the Parkland community. Mayor Hudson expressed this was what Home Rule was about; it allows elected officials to be there for the people.

17. ADJOURNMENT

The meeting adjourned at 11:11 p.m.

ATTEST:

_____	_____
CITY CLERK	MAYOR COMMISSIONER

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

Meeting Date: 09/04/2018

Re: Hunger Action Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation recognizing Hunger Action Month

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Hunger Action Month

Form Review

Form Started By: Miriam Garcia Started On: 08/28/2018 11:46 AM

Final Approval Date: 08/28/2018

WHEREAS, hunger and poverty remain issues of grave concern in the United States, the State of Florida, the Treasure Coast, and the City of Fort Pierce, with 46,020 children and adults in St. Lucie County now categorized as food insecure; and

WHEREAS, the City of Fort Pierce is committed to taking steps to raise awareness about the need to combat hunger in every part of our City and to provide additional resources that the citizens of Fort Pierce need; and

WHEREAS, the City of Fort Pierce is committed to working with the Treasure Coast Food Bank in mobilizing people about the role and importance of food banks and other hunger relief organizations in addressing hunger and bringing attention to the need to devote more resources and attention to hunger issues; and

WHEREAS, food banks and hunger relief organizations across the country, including the Treasure Coast Food Bank, coordinated Hunger Action Day® on September 13, 2018 and will continue to host numerous events throughout the month of September to shed light on this important issue and encourage involvement in efforts to end hunger in their local community.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim September 2018 as:

"Hunger Action Month"

in the City of Fort Pierce and call this observance to the attention of our citizens.

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 4th day of September, 2018.

_____

MAYOR COMMISSIONER

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

Meeting Date: 09/04/2018

Re: Suicide Awareness Month Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation recognizing Suicide Awareness Month

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Suicide Awareness Month

Form Review

Form Started By: Miriam Garcia Started On: 08/28/2018 11:51 AM

Final Approval Date: 08/28/2018

WHEREAS, in the United States, one person dies by suicide every 12.8 minutes, with close to 45,000 reported deaths by suicide in our country during 2016;

WHEREAS, in our country, suicide is the 2nd leading cause of death for 10 - 34 year olds, and is the 10th leading cause of death for people of all ages;

WHEREAS, in St. Lucie County, the suicide rate is 14.1% with 48 "reported" suicides in 2017;

WHEREAS, each person's death by suicide intimately affects at least six other people, with over 200,000 newly bereaved each year;

WHEREAS, far too many Floridians die by suicide each year, and most of these deaths are preventable.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim September 2018 as:

"Suicide Awareness Month"

in the City of Fort Pierce and urge our residents to learn how they may help because Suicide Prevention Is Everyone's Business.

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 4th day of September, 2018.

_____

MAYOR COMMISSIONER

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

Meeting Date: 09/04/2018

Re: Monthly Financial Report for the Month Ending July 31, 2017

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Monthly Financial Report for the Month Ending July 31, 2017

SUMMARY:

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

RECOMMENDATION:

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

ALTERNATIVES:

The report can be enhanced or changed.

RESPONSIBLE STAFF:

Finance Director.

COORDINATED WITH:

Finance Department & City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

OTHER INFORMATION:

Monthly Report on budgeted Fevenue and Expenditures.

Attachments

Financial Report for July

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	08/27/2018 05:15 PM
City Manager	Nick Mimms	08/29/2018 12:07 PM
Form Started By: Queen Thompkins		Started On: 08/20/2018 03:26 PM
Final Approval Date: 08/29/2018		

CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE MONTH ENDING
July 31, 2018

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

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

City of Fort Pierce
Monthly Financial Report
For the Month Ending July 31, 2018
(83% Year Lapse)

General Fund			
Revenue	**Budget**	**FYTD**	**%**
Beginning Available Resources		**$ 6,169,646**	
Revenue:			
Taxes	$ 20,820,530	$ 20,136,917	96.72%
Licenses & Permits	361,500	559,200	154.69%
Intergovernmental	3,259,000	5,184,620	159.09%
Charges for Services	249,700	321,449	128.73%
Fines & Forfeitures	218,000	347,496	159.40%
Miscellaneous Revenue	2,268,346	1,910,366	84.22%
Interfund Transfers	2,683,710	2,793,518	104.09%
Contribution from Enterprise	7,040,848	6,941,145	98.58%
Appropriated Fund Balance	564,565	0	0.00%
Restricted Revenue	(600,000)	0	0.00%
Total Revenue	**$ 36,866,199**	**$ 38,194,711**	**103.60%**

Expenditures:	**Budget**	**FYTD**	**%**
City Commission	$ 239,208	$ 211,473	88.41%
City Manager	567,103	470,040	82.88%
City Attorney	725,698	529,191	72.92%
City Clerk	330,926	257,191	77.72%
Human Resources	492,035	460,058	93.50%
Finance	833,699	707,523	84.87%
IT	1,129,314	885,284	78.39%
Purchasing	258,451	194,642	75.31%
Planning	505,246	409,968	81.14%
Code Enforcement	948,661	962,805	101.49%
Police	14,008,168	11,681,687	83.39%
Public Works/Director	96,228	99,387	103.28%
Public Works/Fleet Maint.	589,999	490,538	83.14%
Public Works/Facilities Maint.	948,509	961,589	101.38%
Public Works/Parks & Grounds	2,025,903	1,783,399	88.03%
Public Works/Streets	1,803,549	1,682,590	93.29%
Engineering	1,223,747	719,353	58.78%
Riverwalk	171,202	203,107	118.64%
Administrative	9,988,552	8,978,330	89.89%
Total Expenditures	**$ 36,886,199**	**$ 31,688,153**	**85.91%**

Net Resources	**$ 6,506,558**
Total Available Resources	**$ 12,676,204**
Less:	
10% Budget Reserve	(3,688,620)
Reserve	(600,000)
Unrestricted Resources	**$ 8,387,584**

Special Revenue Funds

FPRA	Budget	FYTD	%
Begnning Available Resources		**$ 239,185**	
Beginning Available Resources			
Taxes	5,240,683	5,798,627	110.65%
Licenses & Permits	0	0	0.00%
Intergovernmental	0	0	0.00%
Miscellaneous Revenue	182,500	211,963	116.14%
Transfers	550,967	274,994	49.91%
Total Revenue	**5,974,150**	**6,285,584**	**105.21%**
Expenses:			
Operating	313,000	325,029	103.84%
Capital Outlay	0	42,194	0.00%
Other Programs & Projects	20,000	1,204	6.02%
Transfers	5,641,150	5,802,501	102.86%
Total Expenses	**5,974,150**	**6,170,929**	**103.29%**
Net Resources		**114,655**	
Unrestricted Resources		**$ 353,840**	

CDBG	Budget	FYTD	%
Begnning Available Resources		**$ 740,482**	
Revenue:			
Intergovernmental Revenue	945,538	325,523	34.43%
Misc. Revenue	0	56,968	0.00%
Transfers	25,177	14,350	57.00%
Total Revenue	**970,715**	**396,841**	**40.88%**
Expenses:			
Administrative	256,141	148,799	58.09%
Rehabilitation Department	40,000	18,804	47.01%
Capital Outlay	0	15,000	0.00%
Economic Development	260,000	204,048	78.48%
Public Service	90,000	65,208	72.45%
Unencumbered	0	0	0.00%
Roll Over Expenditures	324,574	0	0.00%
Total Expenses	**970,715**	**451,859**	**46.55%**
Net Resources		**(55,018)**	
Unrestricted Resources		**$ 685,464**	

Grant Administration	Budget	FYTD	%
Begnning Available Resources		**$ 991,821**	
Revenue:			
Program Income	0	69,569	0.00%
Misc. Revenue	242,500	10,503	4.33%
Interfund Transfers	27,000	0	0.00%
Total Revenue	**269,500**	**80,073**	**29.71%**
Expenses:			
Personnel Services	88,466	80,857	91.40%
Operating	181,034	4,148	2.29%
Transfers	0	0	0.00%
Total Expenses	**269,500**	**85,004**	**31.54%**
Net Resources		**(4,932)**	
Unrestricted Resources		**$ 986,889**	

SHIP	Budget	FYTD	%
Begnning Available Resources		**$ 447,777**	
Revenue:			
SHIP	260,000	185,444	71.32%
Program Income	40,000	200	0.50%
Misc. Revenue	500	10,853	2170.51%
Carry Over Funding	430,974	0	0.00%
Total Revenue	**731,474**	**196,497**	**26.86%**
Expenses:			
Operating	25,000	52,546	210.18%
Grants/Programs & Projects	706,474	288,397	40.82%
Total Expenses	**731,474**	**340,943**	**46.61%**
Net Resources		**(144,446)**	
Unrestricted Resources		**$ 303,331**	

Enterprise Funds

Marina	Budget	YTD	%
Begnning Available Resources		**$ 427,556**	
Revenue:			
Grants	773,850	0	0.00%
Charges for Services	1,495,000	1,475,556	98.70%
Misc. Revenue	1,547,000	1,817,105	117.46%
Debt Proceeds	0	0	0.00%
Approp Retained Earnings	317,790	0	0.00%
Total Revenue	**4,133,640**	**3,292,661**	**79.66%**
Expenses:			
Personnel Services	510,094	320,462	62.82%
Operating	3,183,437	3,005,294	94.40%
Capital	702,675	84,592	12.04%
Debt Service	451,123	224,536	49.77%
Non Operating	404,831	207,355	51.22%
Total Expenses	**5,252,160**	**3,842,239**	**73.16%**
Plus Depreciation		**933,330**	
Net Resources		**383,752**	
Unrestricted Resources Available		**$ 811,308**	

Solid Waste	Budget	YTD	%
Begnning Available Resources		**$ 908,504**	
Revenue:			
Charges for Services	6,219,000	6,279,233	100.97%
Misc. Revenue	4,000	276,177	6904.42%
Approp Retained Earnings	563,166	0	0.00%
Total Revenue	**6,786,166**	**6,555,410**	**96.60%**
Expenses:			
Personnel Services	2,153,142	1,720,795	79.92%
Operating	3,591,783	3,363,443	93.64%
Capital	150,000	457,982	305.32%
Non Operating	1,178,659	615,000	52.18%
Total Expenses	**7,073,584**	**6,157,220**	**87.05%**
Plus Depreciation		**193,600**	
Net Resources		**591,789**	
Unrestricted Resources Available		**$ 1,500,293**	

Golf Course	Budget	YTD	%
Begnning Available Resources		**$ (281,709)**	
Revenue:			
Charges for Services	1,177,938	832,400	70.67%
Misc. Revenue	125,750	552,688	439.51%
Approp Retained Earnings	0	0	0.00%
Total Revenue	**1,303,688**	**1,385,088**	**106.24%**
Expenses:			
Personnel Services	162,568	200,624	123.41%
Operating	1,202,208	1,206,392	100.35%
Capital	6,000	52,796	879.93%
Non Operating	32,641	0	0.00%
Total Expenses	**1,403,417**	**1,459,812**	**104.02%**
Plus Depreciation		**112,226**	
Net Resources		**37,502**	
Unrestricted Resources Available		**$ (244,207)**	

Sunrise Theatre	Budget	YTD	%
Begnning Available Resources		**$ (518,957)**	
Revenue:			
Grants	0	0	0.00%
Charges for Services	3,085,000	2,080,224	67.43%
Misc. Revenue	333,100	252,764	75.88%
Transfers	450,000	455,726	101.27%
Total Revenue	**3,868,100**	**2,788,714**	**72.10%**
Expenses:			
Personnel Services	657,865	562,344	85.48%
Operating	3,742,735	2,947,460	78.75%
Capital	2,500	5,755	230.20%
Non Operating	0	0	0.00%
Total Expenses	**4,403,100**	**3,515,559**	**79.84%**
Plus Depreciation		**447,760**	
Net Resources		**(279,084)**	
Unrestricted Resources Available		**$ (798,041)**	

Building	Budget	YTD	%
Begnning Available Resources		**$ 652,277**	
Revenue:			
Licenses & Permits	1,355,000	1,698,152	125.32%
Charges for Services	22,000	35,197	159.99%
Fine & Forfeits	3,000	0	0.00%
Misc. Revenue	16,000	60,123	375.77%
Transfers	0	0	0.00%
Approp Retained Earnings	109,102	0	0.00%
Total Revenue	**1,505,102**	**1,793,472**	**119.16%**
Expenses:			
Personnel Services	1,151,402	715,143	62.11%
Operating	353,700	485,633	137.30%
Capital	0	152,358	0.00%
Non Operating	5,277	0	0.00%
Total Expenses	**1,510,379**	**1,353,134**	**89.59%**
Plus Depreciation		**810**	
Net Resources		**441,148**	
Unrestricted Resources Available		**$ 1,093,426**	

Stormwater	Budget	YTD	%
Begnning Available Resources		**$ 1,194,915**	
Revenue:			
Federal Grants	0	0	0.00%
State Grants	0	0	0.00%
Charges for Services	2,542,540	2,684,317	105.58%
Misc. Revenue	15,000	114,974	766.50%
Transfers	0	0	0.00%
Approp Retained Earnings	484,828	0	0.00%
Total Revenue	**3,042,368**	**2,799,292**	**92.01%**
Expenses:			
Personnel Services	0	0	0.00%
Operating	3,017,238	2,289,062	75.87%
Capital	5,000	0	0.00%
Non Operating	1,206,130	173,565	14.39%
Total Expenses	**4,228,368**	**2,462,627**	**58.24%**
Plus Depreciation		**960,117**	
Net Resources		**1,296,781**	
Unrestricted Resources Available		**$ 2,491,696**	

RESTRICTED REVENUE RECONCILIATION
THRU 7/31/2018

	Receipts Budget 2010-2014	Receipts Budget 2014-2015	Receipts Budget 2015-16	Receipts Budget 2016-17	Receipts Budget 2017-18		Total Receipts	Expenses Budget 2010-2014	Expenses Budget 2014-2015	Expenses Budget 2015-2016	Expenses Budget 2016-2017	Expenses Budget 2017-18	Committed		Expend Total	Balance FY2018
Parks MSTU	1,199,340.01	151,555.00	122,958.00	193,738.00	184,489.00		1,852,080.01	399,714.00	260,145.00	197,819.40	105,960.00	186,470.00	0.00		1,150,108.40	701,971.61
Grants	186,300.00				0.00		186,300.00	186,300.00							186,300.00	0.00
Art In Public Places	208,722.00				0.00		208,722.00	23,738.15			180,400.00				204,138.15	4,583.85
Royalties (Gaming)	289,837.42	42,165.03	35,026.31	37,007.10	39,993.21	2d	444,029.07	230,922.71	a				0.00	(1) (2)	230,922.71	213,106.36
Tree Preservation Fees	16,900.00	17,700.00	350.00	350.00	500.00		35,800.00	5,136.88	3,831.10	14,856.96	1,980.99				25,805.93	9,994.07
Sidewalks PILO	938.22	13,779.00	0.00	33,621.63	2,238.56		50,577.41								0.00	50,577.41
Parking PILO	16,000.00	2,000.00	34,000.00	500.00	2,500.00		55,000.00								0.00	55,000.00
Clean & Safe Initiative					187,607.78		187,607.78								0.00	187,607.78
Storm Water Utility Fee	28,098.22	8,065.48	8,132.58	9,686.16	18,983.36		72,965.80						0.00		0.00	72,965.80
Road Impact Fees	355,663.63	116,573.34	246,932.06	299,620.12	533,023.48		1,551,812.63	137,687.14	19,125.95	0.00	196,543.85	70,489.75	0.00	(3) (6)	423,846.69	1,127,965.94
Park Impact Fees	190,355.08	26,241.54	43,724.83	60,829.41	197,121.91		518,272.77	77,104.56	99,072.00			28,500.00	0.00	(2) (4)	204,676.56	313,596.21
Building Impact Fees	78,999.30	18,260.11	39,594.08	32,552.15	89,356.33		258,761.97	8,735.09					0.00	(2)(6)	8,735.09	250,026.88
Solid Waste	21,290.59	7,355.23	6,654.21	19,533.24	31,499.07		86,332.34	19,233.86					0.00	(5)	19,233.86	67,098.48
Impact Admin Fee	22,925.31	5,718.41	11,411.91	9,597.63	25,267.46		74,920.72	18,233.88	1,440.94	494.18	4.00				20,173.00	54,747.72
Multimodal Transportation	4,000.00				0.00		4,000.00								0.00	4,000.00
PFSRD Parks and Recreation	7,500.00				0.00		7,500.00	7,500.00					0.00		7,500.00	0.00
PFSRD Road Improvements	129,258.58				0.00		129,258.58	73,529.71							73,529.71	55,728.87
Other Miscell. Restricted	48,808.29	76,958.91	235,541.10		0.00		361,308.30	48,808.29			66,892.00			(1)	115,700.29	245,608.01
Sunrise Theatre Capital Fee	0.00	0.00		132,916.00	95,070.50		227,986.50				96,825.00	5,726.00			102,551.00	125,435.50
Sale of Surplus Land-FPRA	0.00	0.00		1,094,829.09	0.00		1,094,829.09					9,580.34			9,580.34	1,085,248.75
Sale of Surplus Land-City	0.00	0.00		50.00	0.00		50.00								0.00	50.00
Uncommitted Funds	35,539.28	4,930.10	47,052.73	25,030.60	32,041.76		144,594.47	31,139.56							31,139.56	113,454.91
	2,840,475.93	491,302.15	831,377.81	1,949,861.13	1,439,692.42		7,552,709.44	1,267,783.83	383,614.99	213,170.54	648,605.84	300,766.09	0.00		2,813,941.29	4,738,768.15

City Commission Regular Meeting **11.a.**

Meeting Date: 09/04/2018

Re: 1610 N 25th Street

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

SUBJECT:

Approve request to reduce code enforcement liens in the amount of $1,151,740.00 against 1610 N 25th Street, Ft. Pierce, FL 34950, Parcel Number 2404-610-0001-000-6 previously owned by 26 Investment LLC, 20 Maple Avenue #30B, Fair Lawn, NJ 07410 and currently owned by FB Royal Garden LLC, 10325 NW 7th Avenue, Miami, FL 33150 to $33,000.00 payable in 60 days.

SUMMARY:

- The violations and the accrued fines were initiated when the property was owned by the previous owner, 26 Investments LLC.
- The current owner (FB Royal Garden LLC) is responsible for the violations being corrected and requesting the reduction of fines.
- FB Royal Garden LLC confronted multiple obstacles while bringing the property into compliance. They have made a significant investment into the property to bring it up to code.

RECOMMENDATION:

The Special Magistrate heard the request of Ilan Bally, owner of FB Royal Garden LLC, to reduce the liens assessed against the property. She recommends to the City Commission to reduce the liens to $33,000.00 ($3,000 per lien / 11 liens) to cover the administration costs incurred by the City.

In addition, Staff recommends the City Commission waive the Administrative Fee of $250.00 that may be imposed by the City Commission for reduction requests placed before them for consideration .

ALTERNATIVES:

Deny the request.
Make alternative recommendations.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager

Fiscal Impact

Budgeted Y/N:	2018
Fiscal Year:	2018

Amount: 33000.00

OTHER INFORMATION:

$33,000.00 to the general fund.

Attachments

Request
7 Criteria
Breakdown
Tax Card
Admin Fees

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/29/2018 12:07 PM

Form Started By: Colleen Greer Started On: 08/20/2018 08:53 AM

Final Approval Date: 08/29/2018

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

#15-0784

Date:	7/9/18				
Property address:	1610 N. 25th St. Fort Pierce, FL				
Owner(s) of record:	FB Royal garden llc				
Mailing address:	10325 NW 7th ave, Miami, FL 33150				
Property tax ID #:	82-41 35 389				
Original purchase date:	5/10/17	Original purchase price:	600,000		
Property is used for:	☐ Single Family	☑ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claire Lutz	Relationship to owner(s)	personal assistant		
Telephone #:		Mobile phone #:	2692811058		
E-mail:	claireblutz@gmail.com	Preferred contact method:			

What are owner(s) intentions for property:	rental property			
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)	
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?	
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?	

AMOUNT OF FINE / LIEN $ 91,640.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 90,640.00

DOLLAR AMOUNT I AGREE TO PAY $ 1,000.00

Claire Lutz 7/9/18 Claire Lutz

Signature of Owner or Representative Date Printed Name

I, Claire Lutz, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

FB royal garden llc had paid a down payment on the property without fully understanding the extent of its condition. We went through 3 Separate general contractors as they were run off the property due to violence of the tenants, because of this we lost over 140k. We were met with several issues on the property, including Squatters which ensued more damages and loss to us and the property. We went above and beyond to fix all the issues and bring the property up to date with new bathrooms and kitchens. Costing us additional several hundreds of thousands. We vow to further maintain the property and bring good tenants to the city of fort pierce. We ask that you please understand what we have gone through with this property and that we only want the best for the city.

Date: 7/9/18

Signed: Claire Lutz

Print Name: Claire Lutz

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Claire B. Lutz who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced DL - L320-102-86-922-0 as identification.

SWORN TO AND SUBSCRIBED before me this 10 day of July, 2018.

BARBARA O. SHARIF
MY COMMISSION # GG204227
EXPIRES: June 18, 2022

Notary Public, State of Florida

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 1610 N 25th St

Property Owner: Ilan Bally - FB royal Garden LLC

Mailing Address: 10325 NW 7th ave, Miami, FL 33150

Telephone #: 2692811058 Cell Phone #: ''

E-Mail Address: Claireblutz@gmail.com

Is the property in compliance? Yes If no, please explain in the narrative of your request.

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1610 N 25th St

I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(b), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☐ I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(c), I understand the requirements to be met and that my request will be heard and determination made by either the Special Magistrate or Code Enforcement Board that authorized Order Assessing Fine and Imposing Lien.

☑ I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(e) and that my request will be heard and determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative — 7/9/18 Date — Claire Utz Printed Name

COFP – APPLICATION PROCESS DETERMINATION

☐ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before either the Special Magistrate or Code Enforcement Board that authorized the Order Assessing Fine and Imposing Lien.

City Representative — Date — Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

#15-0786

Date:	7/9/18				
Property address:	1610 N. 25th St fort pierce, FL				
Owner(s) of record:	FB Royal garden LLC				
Mailing address:	10325 NW 7th ave, Miami, FL 33150				
Property tax ID #:	82-4135389				
Original purchase date:	5/10/17	Original purchase price:	600,000		
Property is used for:	☐ Single Family	☑ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claire Lutz	Relationship to owner(s)	personal assistant		
Telephone #:	269 281 1058	Mobile phone #:	n		
E-mail:	claireblutz@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	Rental Property				
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 91,640.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 90,640.00

DOLLAR AMOUNT I AGREE TO PAY $ 1,000.00

Signature of Owner or Representative — 7/9/18 Date — Claire Lutz Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

#15-0788

Date:	7/9/18				
Property address:	1610 N. 25th St fort pierce, FL				
Owner(s) of record:	FB Royal gardin LLC				
Mailing address:	10325 NW 7th ave, Miami, FL 33150				
Property tax ID #:	82-41 35 389				
Original purchase date:	5/10/17	Original purchase price:	600,000		
Property is used for:	☐ Single Family	☑ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claire Lutz	Relationship to owner(s)	personal assistant		
Telephone #:	269281 1058	Mobile phone #:	11		
E-mail:	Claireblutz@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	rental property				
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 91,640.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 90,640.00

DOLLAR AMOUNT I AGREE TO PAY $ 1000.00

Claire Lutz 7/9/18

Signature of Owner or Representative Date

Claire Lutz

Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

#15-1032

Date:	7/9/18				
Property address:	1610 N. 25th St fort pierce, FL				
Owner(s) of record:	FB Royal gardin LLC				
Mailing address:	10325 NW 7th ave, Miami, FL 33150				
Property tax ID #:	82-4135389				
Original purchase date:	5/10/17	Original purchase price:	600,000		
Property is used for:	☐ Single Family	☑ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claire Lutz	Relationship to owner(s)	personal assistant		
Telephone #:	2692811058	Mobile phone #:	11		
E-mail:	claireblutz@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	rental property				
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 91,640.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 90,640.00

DOLLAR AMOUNT I AGREE TO PAY $ 1000.00

Signature of Owner or Representative — Date: 7/9/18

Printed Name: Claire Lutz

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

#15-1509

Date:	7/9/18				
Property address:	1610 N. 25th St fort pierce, FL				
Owner(s) of record:	FB Royal garden LLC				
Mailing address:	10325 NW 7th ave, Miami, FL 33150				
Property tax ID #:	82-4135389				
Original purchase date:	5/10/17.	Original purchase price:	600,000		
Property is used for:	☐ Single Family	☑ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claire Lutz	Relationship to owner(s)	personal assistant		
Telephone #:	2692811058	Mobile phone #:	11		
E-mail:	Claireblutz@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	Rental Property				
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 68,640.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 67,640.00

DOLLAR AMOUNT I AGREE TO PAY $ 1000.00

Claire Lutz 7/9/18

Signature of Owner or Representative Date

Claire Lutz

Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

#15-1511

Date:	7/9/18				
Property address:	1610 N. 25th St fort pierce, FL				
Owner(s) of record:	FB Royal garden LLC				
Mailing address:	10325 NW 7th ave, Miami, FL 33150				
Property tax ID #:	82-41353897				
Original purchase date:	5/10/17	Original purchase price:	600,000		
Property is used for:	☐ Single Family	☑ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claire Lutz	Relationship to owner(s)	personal assistant		
Telephone #:	2697811058	Mobile phone #:	11		
E-mail:	Claireblutz@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	Rental Property				
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 68,640.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 67,640.00

DOLLAR AMOUNT I AGREE TO PAY $ 1000.00

Claire Lutz 7/9/18

Signature of Owner or Representative Date

Claire Lutz

Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

#15-1513

Date:	7/9/18				
Property address:	1610 N. 25th St fort pierce, FL				
Owner(s) of record:	FB Royal gardin LLC				
Mailing address:	10325 NW 7th ave, Miami, FL 33150				
Property tax ID #:	82-41 35389				
Original purchase date:	5/10/17.	Original purchase price:	600,000		
Property is used for:	☐ Single Family	☑ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claire Lutz	Relationship to owner(s)	personal assistant		
Telephone #:	269281 1058	Mobile phone #:	11		
E-mail:	Claireblutz@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	Rental Property				
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 68,640.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 67,640.00

DOLLAR AMOUNT I AGREE TO PAY $ 1000.00

Claire Lutz 7/9/18

Signature of Owner or Representative Date

Claire Lutz

Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

#16-0689

Date:	7/9/18				
Property address:	1610 N. 25th St fort pierce, FL				
Owner(s) of record:	FB Royal gardin LLC				
Mailing address:	10325 NW 7th ave, Miami, FL 33150				
Property tax ID #:	82-41 35 389				
Original purchase date:	5/10/17	Original purchase price:	600,000		
Property is used for:	☐ Single Family	☑ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claire Lutz	Relationship to owner(s)	personal assistant		
Telephone #:	269281 1058	Mobile phone #:	11		
E-mail:	Claireblutz@gmail.com	Preferred contact method:			

What are owner(s) intentions for property:	Rental Property			
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)	
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?	
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?	

AMOUNT OF FINE / LIEN $ 162,690.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 161,690.00

DOLLAR AMOUNT I AGREE TO PAY $ 1000.00

Claire Lutz 7/9/18

Signature of Owner or Representative Date

Claire Lutz

Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

#16-0690

Date:	7/9/18				
Property address:	1610 N. 25th St fort pierce, FL				
Owner(s) of record:	FB Royal gardin LLC				
Mailing address:	10325 NW 7th ave, Miami, FL 33150				
Property tax ID #:	82-4135389				
Original purchase date:	5/10/17	Original purchase price:	600,000		
Property is used for:	☐ Single Family	☑ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claire Lutz	Relationship to owner(s)	personal assistant		
Telephone #:	2692811058	Mobile phone #:	11		
E-mail:	Claireblutz@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	rental property				
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $162,690.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $161,690.00

DOLLAR AMOUNT I AGREE TO PAY $1000.00

Claire Lutz 7/9/18

Signature of Owner or Representative Date

Claire Lutz

Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

#16-0691

Date:	7/9/18				
Property address:	1610 N. 25th St fort pierce, FL				
Owner(s) of record:	FB Royal gardin LLC				
Mailing address:	10325 NW 7th ave, Miami, FL 33150				
Property tax ID #:	82-4135389				
Original purchase date:	5/10/17	Original purchase price:	600,000		
Property is used for:	☐ Single Family	☑ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claire Lutz	Relationship to owner(s)	personal assistant		
Telephone #:	2692811058	Mobile phone #:	11		
E-mail:	claireblutz@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	rental property				
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 162,690.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 161,690.00

DOLLAR AMOUNT I AGREE TO PAY $ 1000.00

Claire Lutz 7/9/18

Signature of Owner or Representative Date

Claire Lutz

Printed Name

LIEN REDUCTION HEARING
CONTESTING OF FINE/NON-COMPLIANCE
Address: 1610 N 25th Street, Ft. Pierce, FL

1.) The gravity or seriousness of the violation:	**Moderate**
2a.) Any and all actions taken by the violator to correct the violations; OR	**N/A**
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance:	**New owner hired a contractor, obtained permits & made extensive repairs.**
3.) The length of time necessary to bring the property into compliance:	**2 Years 3 Months**
4.) The number of times the violator was previously found in violation by either the CEB, SM or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding:	**N/A – new owner - none**
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	**N/A – new owner - none**
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	**Change of Ownership**
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the city owned by the respondent:	**None**

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

SUBJECT: **CODE ENFORCEMENT LIEN REDUCTION**
1610 N 25th Street, Ft. Pierce, FL

DATE: September 4, 2018

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 15-0784	$ 91,600.00	$.00	$40.00
CASE # 15-0786	$ 91,600.00	$.00	$40.00
CASE # 15-0788	$91,600.00	$.00	$40.00
CASE # 15-0789	$91,600.00	$.00	$40.00
CASE # 15-1032	$91,600.00	$.00	$40.00
CASE # 15-1509	$68,600.00	$.00	$40.00
CASE # 15-1511	$68,600.00	$.00	$40.00
CASE # 15-1513	$68,600.00	$.00	$40.00
CASE # 16-0689	$162,500.00	$.00	$40.00
CASE # 16-0690	$162,500.00	$.00	$40.00
CASE # 16-0691	$162,500.00	$.00	$40.00
TOTAL AMOUNT DUE	$1,151,300.00	$.00	$440.00

CAN BE WAIVED (ALL COSTS) $1,151,740.00

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

Property Identification

Site Address: 1610 N 25th ST	Parcel ID: 2404-610-0001-000-6	Account #: 17022	Sec/Town/Range: 04/35S/40E
Map ID: 24/04N	Zoning: C3	Use Type: 0300	Jurisdiction: Fort Pierce

Ownership

FB Royal Garden LLC
10325 NW 7th AVE
Miami, FL 33150-1001

Legal Description

TUSKEGEE PARK S/D BLK 1 LOTS 1, 4AND 5 AND N 40 FT OF LOT 8-LESS W 10FT- (OR 4095-2202)

Current Values

Just/Market:	$353,200	Assessed:	$237,160
Exemptions:	$0	Taxable:	$237,160

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	$353,200	$237,160	$0	$237,160
2017	$215,600	$215,600	$0	$215,600
2016	$214,500	$214,500	$0	$214,500

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
02-02-2018	4095 / 2202	0001	SP	26 Investment LLC	$600,000
04-06-2015	3745 / 0798	0205	WD	Probate Properties LLC	$470,000
09-18-2014	3685 / 0454	0111	WD	Probate Properties LLC	$0

Primary Building Information

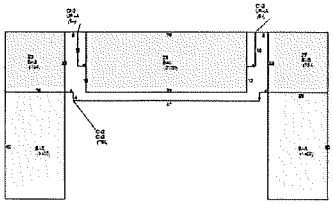
Finished Area of this building: 10,136 SF
Gross Area of this building: 11,952 SF

Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable	Building Type: APT
Year Built: 1969	Frame:	Grade: Y_D	Effective Year: 1960
Primary Wall: CB Stucco	Story Height: 2 Story	No. Units: 14	Secondary Wall:

Interior Data

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



Total Areas

Finished/Under Air (SF):	10,136
Gross Area (SF):	11,952
Land Size (acres):	0.52
Land Size (SF):	22,500
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
BARB WIRE	1	350	1976
CONCRETE LOW	1	9330	1976
CHAINLINK 6'	1	350	1976

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

7/23/2018

Property Address: 1610 N 25TH STREET CASE #15-0784 UNIT 5

Date case originated: 5/27/2015

Date case complied: 7/2/2018

Total time: 37 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.44	8	$3.52
Certified Mail:	$5.10	2	$10.20
Photographs (per page)	$0.50	2	$1.00
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	37	$1,850.00
Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.			
Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00
Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.			
Code Compliance Manager	$75.00	1	$75.00
Covers review of initial notice, review of case file for recommendation and review with attorney			
City Attorney (per hour)	$125.00	1	$125.00
Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.			
Hearings	$150.00	3	$450.00
Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.			
Commision Meeting	$275.00	1	$275.00
Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.			
	Total Estimated Cost:		**$2,979.72**

Administrative Cost E nator

7/20/2018

Property Address: 1610 N 25TH STREET CASE #15-0786 UNIT 6

Date case originated: 5/27/2015

Date case complied: 7/2/2018

Total time: 37 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.44	7	$3.08
Certified Mail:	$5.10	2	$10.20
Photographs (per page)	$0.50	2	$1.00
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	37	$1,850.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00

Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	1	$125.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	3	$450.00

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	$275.00	1	$275.00

Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.

Total Estimated Cost: $2,979.28

Administrative Cost E .imator

7/19/2018

Property Address: 1610 N 25TH STREET CASE #15-0788 UNIT 13

Date case originated: 5/27/2015

Date case complied: 7/2/2018

Total time: 37 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.44	8	$3.52
Certified Mail:	$5.10	2	$10.20
Photographs (per page)	$0.50	1	$0.50
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	37	$1,850.00
Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.			
Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00
Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.			
Code Compliance Manager	$75.00	1	$75.00
Covers review of initial notice, review of case file for recommendation and review with attorney			
City Attorney (per hour)	$125.00	1	$125.00
Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.			
Hearings	$150.00	3	$450.00
Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.			
Commision Meeting	$275.00	1	$275.00
Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.			
	Total Estimated Cost:		**$2,979.22**

Administrative Cost E. mator

7/19/2018

Property Address: 1610 N 25TH STREET CASE #15-0789 UNIT 14

Date case originated: 5/27/2015

Date case complied: 7/2/2018

Total time: 37 months

Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

Mailing Expense			
Regular 1st Class:	$0.44	7	$3.08
Certified Mail:	$5.10	2	$10.20
Photographs (per page)	$0.50	1	$0.50
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	37	$1,850.00
Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.			
Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00
Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.			
Code Compliance Manager	$75.00	1	$75.00
Covers review of initial notice, review of case file for recommendation and review with attorney			
City Attorney (per hour)	$125.00	1	$125.00
Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.			
Hearings	$150.00	3	$450.00
Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.			
Commision Meeting	$275.00	1	$275.00
Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.			
	Total Estimated Cost:		**$2,978.78**

Administrative Cost Estin or

7/19/2018

Property Address: 1610 N 25TH STREET CASE #15-1032

Date case originated: 7/7/2015

Date case complied: 7/2/2018

Total time: 35 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense

Regular 1st Class:	$0.44	7	$3.08
Certified Mail:	$5.10	2	$10.20
Photographs (per page)	$0.50	1	$0.50
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	35	$1,750.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Code Enforcement Secretary

Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00

Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	1	$125.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	3	$450.00

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	$275.00	1	$275.00

Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.

Total Estimated Cost: $2,878.78

Administrative Cost Estimator

7/19/2018

Property Address: 1610 N 25TH STREET CASE # 15-1509 UNIT 9

Date case originated: 9/3/2015

Date case complied: 7/2/2018

Total time: 33 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.44	7	$3.08
Certified Mail:	$5.10	1	$5.10
Photographs (per page)	$0.50	0	$0.00
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	33	$1,650.00
Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.			
Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00
Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.			
Code Compliance Manager	$75.00	1	$75.00
Covers review of initial notice, review of case file for recommendation and review with attorney			
City Attorney (per hour)	$125.00	1	$125.00
Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.			
Hearings	$150.00	3	$450.00
Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.			
Commision Meeting	$275.00	1	$275.00
Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.			
	Total Estimated Cost:		**$2,773.18**

Administrative Cost E[illegible]nator 7/19/2018

Property Address: 1610 N 25TH STREET CASE # 15-1511 UNIT 8

Date case originated: 9/3/2015

Date case complied: 7/2/2018

Total time: 33 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.44	7	$3.08
Certified Mail:	$5.10	1	$5.10
Photographs (per page)	$0.50	0	$0.00
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	33	$1,650.00
Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.			
Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00
Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.			
Code Compliance Manager	$75.00	1	$75.00
Covers review of initial notice, review of case file for recommendation and review with attorney			
City Attorney (per hour)	$125.00	1	$125.00
Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.			
Hearings	$150.00	3	$450.00
Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.			
Commision Meeting	$275.00	1	$275.00
Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.			
	Total Estimated Cost:		**$2,773.18**

Administrative Cost Esti tor

7/19/2018

Property Address: 1610 N 25TH STREET CASE # 15-1513 UNIT 7

Date case originated: 9/3/2015

Date case complied: 7/2/2018

Total time: 33 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense

Regular 1st Class:	$0.44	7	$3.08
Certified Mail:	$5.10	1	$5.10
Photographs (per page)	$0.50	0	$0.00
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	33	$1,650.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Code Enforcement Secretary

Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00

Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	1	$125.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	3	$450.00

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	$275.00	1	$275.00

Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.

Total Estimated Cost: $2,773.18

Administrative Cost Esti..ator 7/19/2018

Property Address: 1610 N 25TH STREET CASE # 16-0689 UNIT 14

Date case originated: 3/23/2016

Date case complied: 7/2/2018

Total time: 27 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.44	6	$2.64
Certified Mail:	$5.10	1	$5.10
Photographs (per page)	$0.50	4	$2.00
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	27	$1,350.00
Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.			
Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00
Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.			
Code Compliance Manager	$75.00	1	$75.00
Covers review of initial notice, review of case file for recommendation and review with attorney			
City Attorney (per hour)	$125.00	1	$125.00
Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.			
Hearings	$150.00	3	$450.00
Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.			
Commision Meeting	$275.00	1	$275.00
Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.			
		Total Estimated Cost:	**$2,474.74**

Administrative Cost Est ator 7/19/2018

Property Address: 1610 N 25TH STREET CASE # 16-0690 UNIT 12

Date case originated: 3/23/2016

Date case complied: 7/2/2018

Total time: 27 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.44	6	$2.64
Certified Mail:	$5.10	1	$5.10
Photographs (per page)	$0.50	4	$2.00
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	27	$1,350.00
Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.			
Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00
Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.			
Code Compliance Manager	$75.00	1	$75.00
Covers review of initial notice, review of case file for recommendation and review with attorney			
City Attorney (per hour)	$125.00	1	$125.00
Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.			
Hearings	$150.00	3	$450.00
Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.			
Commision Meeting	$275.00	1	$275.00
Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.			
	Total Estimated Cost:		**$2,474.74**

Administrative Cost Estimator 7/19/2018

Property Address: 1610 N 25TH STREET CASE #16-691 UNIT 6

Date case originated: 3/23/2016
Date case complied: 7/2/2018
Total time: 27 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.44	6	$2.64
Certified Mail:	$5.10	1	$5.10
Photographs (per page)	$0.50	3	$1.50
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	27	$1,350.00
Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.			
Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00
Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.			
Code Compliance Manager	$75.00	1	$75.00
Covers review of initial notice, review of case file for recommendation and review with attorney			
City Attorney (per hour)	$125.00	1	$125.00
Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.			
Hearings	$150.00	3	$450.00
Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.			
Commision Meeting	$275.00	1	$275.00
Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.			
		Total Estimated Cost:	**$2,474.24**

City Commission Regular Meeting **11.b.**

Meeting Date: 09/04/2018

Re: Approve Grant Application Submittal & Receipt of Grant Award for Lincoln Park Small Businesses

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Approve submittal of grant application and receipt of grant award from Allegany Franciscan Ministries for $75,000 to assist new business startups and new businesses relocating to Avenue D in Fort Pierce.

SUMMARY:

Allegany Franciscan Ministries has expressed interest in assisting the City with encouraging new business startups and new businesses to relocate to the Avenue D corridor in Fort Pierce. This grant award will complement the City's small business grant and commercial facade grant programs for Avenue D that will begin in October.

RECOMMENDATION:

Approve the submittal of the grant application and the receipt of a grant award from Allegany Franciscan Ministries to assist new business startups and business relocates to the Avenue D corridor in Fort Pierce.

ALTERNATIVES:

Do not approve the submittal of the grant application or the receipt of a grant award from Allegany Franciscan Ministries.

RESPONSIBLE STAFF:

Libby Woodruff, Grants Division Manager, City of Fort Pierce.

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

FISCAL IMPACT:

There will be no fiscal impact from this grant application approval other than the funding that has already been approved by the City Commission for the 2018-2019 CDBG Action Plan for small business development and commercial facade improvements. No cash match is required for this grant award.

Attachments

Allegany Grant Application

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	08/27/2018 05:15 PM
Finance Department	Karen Logue	08/27/2018 05:16 PM
City Manager	Nick Mimms	08/29/2018 12:03 PM
Form Started By: Libby Woodruff		Started On: 08/22/2018 11:19 AM
Final Approval Date: 08/29/2018		

Application

Public Profile

Way to Grow Lincoln Park!

Process: Common Good Initiative Investment Application (FY18)

Contact Info | Request

Applicant:
Ms. Libby A Woodruff
ewoodruff@city-ftpierce.com
772-467-3169
City of Fort Pierce 100 N. U.S. Hwy. 1
Fort Pierce, Florida 34950 USA

Contact Email History

Organization:
City of Fort Pierce
59-6000322
772-467-3169
100 North U.S. Hwy. 1
Fort Pierce, Florida 34950 USA

If your organization information does not appear correct, please click the edit (pencil) icon.

Application | Document Viewer | Application Packet | Question List

Fields with an asterisk (*) are required.

Application Instructions *- Click to here to read.*

Contact staff with questions regarding this application:

- *Lincoln Park - Upendo Shabazz (561) 802-9013 or ushabazz@afmfl.org*
- *Overtown - Daniel Gibson (305) 860-1441 or dgibson@afmfl.org*
- *Wimauma - Cheri Wright-Jones (813) 685-3232 or cwrightjones@afmfl.org*

ORGANIZATION

Lead Organization Background*

Briefly describe your organization including history and scope of services. Include a description of the geographic area served and population served.

Fort Pierce is the county seat of St. Lucie County, Florida. The City is named after the 1838 army installation of Fort Pierce during the 2nd Seminole War. The City's boundaries include 20.8 miles - 14.7 miles of land and 6 miles of water.

The City has a mayor-council government, with four-year terms for commissioners and mayor.

July, 2018 Population - 45,581 - African Americans - 37.7%; White - 38.9%; Hispanic - 22.4%, and Other - 1.49%.

2016 median household income - 26,506; National -$59,039. June 2018 unemployment rate - 7.1%; June 2017 - 7.6%; June 2016 - 10.2%.

4,417 characters left of 5,000

PROJECT

Community Served

Indicate the community served by the project.

- (•) Lincoln Park
- ( ) Overtown
- ( ) Wimauma

Project Name*

Do not include organization's name in the project name.

Way to Grow Lincoln Park!

Length of Investment*

Choose one

- ○ 12 months
- ◉ 24 months
- ○ 36 months
- ○ 48 months
- ○ 60 months

Key Partners in Initiative*

List other organizations holding key roles in project and describe their role.

City of Fort Pierce - Providing $160,000 for the Way to Grow Lincoln Park project as well as day-to-day project oversight, management and reporting.
Lincoln Park Main Street - Providing advertising/promotion for the Way to Grow Lincoln Park project.
Indian River State College Small Business Development Center - Collaborative partner helping to provide Business Plan assistance for small business entrepreneurs and speakers and facility for annual Lincoln Park Business Expo.
Service Corps of Retired Executives (SCORE) - Collaborative partner helping to provide Business Plan creation assistance for small business entrepreneurs and speakers for annual Lincoln Park Business Expo.

1,063 characters left of 2,000

Initiative Description*

Describe the project or initiative to be funded. What will you do and how will you do it? What will its impact be? Identify name and title of key personnel working with the initiative.

This funding request is to help fund the City of Fort Pierce's Way to Grow Lincoln Park! project, and will include funding to assist small business startups and small businesses that relocate to the Avenue D corridor in Lincoln Park with startup costs, staffing, rent, utilities, etc. for their first six months in operation. The funding will also help provide the City's Lincoln Park Business Expo - the first annual business expo to be held September 7, 2018 in the heart of Lincoln Park, designed to enhance small business' capacity via presentations from small business professionals and networking with various Lincoln Park business professionals, who will be showcasing their products and offerings.

The impact of this project will include the influx of many new businesses to the Avenue D corridor in Lincoln Park, which will positively effect the lives of the citizens of Lincoln Park by improving access to goods and services that are lacking and difficult to access for many neighborhood citizens.

6,257 characters left of 7,500

Project Alignment*

Describe how this fits with Common Good Initiative priorities for your community.

Lincoln Park
- Quality jobs and livable wages
- Safe and healthy neighborhoods
- Building community infrastructure and capacity

Overtown
- Access to high quality employment
- Accessible, affordable, high quality youth development opportunities
- Community voices inform policies and decisions

Wimauma
- Options for youth during out of school time.
- Economic opportunities
- Building community infrastructure and capacity

Lincoln Park

Quality jobs and livable wages - Way to Grow Lincoln Park will help establish and lay the ground work for the successful sustainability of many new businesses in Lincoln Park. It will also provide a 'face lift' via $50,000 in commercial facade grants up to $5,000 each for commercial structures located along the Avenue D corridor.

Safe and healthy neighborhoods - Way to Grow Lincoln Park! will provide the opportunity for many small businesses to startup and relocate to Avenue D in Lincoln Park which will encourage additional economic investment and job creation and provide healthy food resources and other goods and services that are currently lacking in Lincoln Park. Way to Grow Lincoln Park! will provide $50,000 in commercial facade grants - up to $5,000 each to improve the existing structures along the Avenue D corridor which will create a welcoming, safe, colorful atmosphere for citizens and visitors alike.

1,693 characters left of 3,000

Complete and upload EITHER a Scope of Work or the Success Measures Form. Your regional vice president will advise which one is needed.

Scope of Work (Planning Grants/Events)

At a minimum, it will detail the activities, timeline and deliverables of the funded initiative. The lead agency is responsible for the deliverables and reporting to Allegany Franciscan Ministries. If multiple partners are involved, their responsibilities may be spelled out in separate MOUs with the lead agency, or in other formats as agreed to by the partners. Complete and upload your scope of work. (Upload will not appear until after you click "save draft" at the bottom of this page).

Upload a file [3 MiB allowed]

Way to Grow LP - Scope of Work.pdf ✕ Delete File

Success Measures Form (Project Oriented)

Review the Explanation of Success Measures and complete the Success Measures Form. If the project will be funded for more than one year, complete one form for each year. Complete, save and upload. (Upload will not appear until after you click "save as draft" at the bottom of this page.

Upload a file [2 MiB allowed]

Way to Grow LP - Success Measures Yr 1.pdf ✕ Delete File

Year 2 Success Measures Form (if applicable)

Upload a file [2 MiB allowed]

Way to Grow LP - Success Measures Yr 2.pdf ✕ Delete File

Year 3 Success Measures Form (if applicable)

Upload a file [2 MiB allowed]

BUDGET

Total Organizational Budget, current fiscal year*

$ 34,208,151

Total Anticipated Funding from Allegany Franciscan Ministries for this Initiative*

$ 75,000

Way to Grow Lincoln Park!

Scope of Work

Way to Grow Lincoln Park! is a holistic project designed to address current roadblocks that Lincoln Park citizens face when attempting to break the cycles of poverty, unemployment/ underemployment and unhealthy lifestyles.

Way to Grow Lincoln Park! will transform the entire Avenue D commercial corridor, pave the way for new business startups, existing business growth and job creation, improve access to healthy foods, goods and services, enhance retail offerings and spur economic growth and positive development in Lincoln Park.

The Scope of Work for the **first 24 months of the Way to Grow Lincoln Park! Project** includes:

- Provide Commercial Façade Grants for up to $5,000 each available to commercial property owners on Avenue D, from 7th through 25th Streets (provided by City of Fort Pierce);
- Provide grants up to $7,000 for ten (10) new business startups or existing businesses relocating to the Avenue D corridor to cover the costs of permitting, licensing and deposits associated with the startup or relocation as well as advertising, rent, utilities, staffing, for the first six months (provided via grant from Allegany Franciscan Ministries);
- Provide grants up to $3,000 each for ten (10) for new business startups or relocates for interior rehabs, small equipment purchases, etc. (provided by City of Fort Pierce);
- Provide Lincoln Park Business Expo for new and existing businesses in Lincoln Park to include educational workshops, guest speakers, vendor booths with supportive service offerings, etc. (Inaugural event provided via grant from Allegany Franciscan Ministries and the City of Fort Pierce; future expos funded by City of Fort Pierce and collaborative sponsors);
- Continue collaborations with Lincoln Park Main Street and the City of Fort Pierce to market and advertise new businesses via social media, TV and radio, etc.;
- Provide annual Highwaymen Heritage Trail Art Show and Festival third Saturday of February, 2019, featuring the award-winning Highwaymen Heritage Trail, funded in part with grants from the Florida Humanities Council, the world-acclaimed "Original" Florida Highwaymen Artists, the 2nd Generation Highwaymen artists, local vendors, etc. (collaborations between City of Fort Pierce and numerous businesses and organizations);
- Replace Zora Neale Hurston Dust Tracks Heritage Trail markers via funding from the City of Fort Pierce and a grant from the St. Lucie County Tourism Development Council during program year. The Zora Trail is an award winning self-guided trail that features Zora's former home and her final resting place in Lincoln Park; and
- Continue installation of multiple positive, encouraging murals throughout Lincoln Park (funded through the City of Fort Pierce).

Allegany Franciscan Ministries
SUCCESS MEASURES FORM

Organization Name: City of Fort Pierce

Project Title: Way to Grow Lincoln Park!

Year: From (month/year): October 1, 2018

To (month/year): September 30, 2019

Outcomes	Indicators	Activities – 1st and 2nd Years	Measurement plan
New Business Startups and Relocates to Avenue D corridor in the heart of Lincoln Park will result in improved access to goods, services and healthier food. New business startups and relocates will be successful and grow along Avenue D in Lincoln Park. Employment opportunities within Lincoln Park for LP residents will also increase, which will jump start development and additional economic investment and the creation of affordable, decent housing in Lincoln Park.	• At least ten (10) new businesses open along the Avenue D corridor from 7th Street through 25th Streets within the two year project; • At least six (6) new jobs will be created and ten (10) jobs will be retained within the two-year project; • At least ten (10) commercial structures on Avenue D will receive improvements to their exteriors within the two-year project; • Lincoln Park residents will experience easier-access to healthier foods, goods and services within the two-year project; • Additional economic investment, besides grant-funded projects will happen along the Avenue D corridor within the two-year project; and • Construction of new affordable housing will be underway in Lincoln Park within the two-year project.	• Funding from Allegany Franciscan Ministries totaling $70,000 will be awarded through the City of Fort Pierce to at least ten (10) Small Business startups and relocates to Avenue D for up to $7,000 each to help cover startup, relocation costs, advertising and a portion of staffing, rent and utilities for up to six (6) months; • Funding from Allegany Franciscan Ministries totaling $5,000 and funding from the City of Fort Pierce totaling $5,000 will provide the 1st Annual Lincoln Park Business Expo. This is an annual opportunity for small business owners to enhance their business skills, gain insight from industry professionals through educational sessions, workshops, and network with other Lincoln Park business professionals while showcasing their projects and offerings. The City of Fort Pierce is collaborating with Indian River State College who will provide one of the facilities for the Expo. The City of Fort Pierce will seek financial collaborations to help cover the costs associated with this annual event following the inaugural year; • Commercial Façade Grants totaling $50,000 from the City of Fort Pierce for up to $5,000 each for at least ten (10) commercial structures on Avenue D between 7th and 25th Streets; and • Small Business Grants totaling $30,000 from the City of Fort Pierce via grants for up to $3,000 each for interior renovations, small equipment purchases, etc. for at least ten (10) Small Businesses starting up or relocating to Avenue D from 7th through 25th Streets.	The City of Fort Pierce Grants Administration Division will monthly measure the success of this project via: 1) Desk Monitoring of all projects via monthly Grant Award Reports which will track: new jobs created; existing jobs preserved; advertising campaigns completed; interior renovations completed; small equipment purchases; etc.; 2) Clerk's Office applications for new business startups and relocates to the Avenue D target area; 3) Building Department applications for new permits for commercial building renovations and new home construction; 4) Lincoln Park Revitalization Coordinator on-site visits and day-to-day project oversight and monitoring; and 5) The number of LP businesses participating in the Lincoln Park Business Expo will be counted; participating businesses will be contacted with a survey of the Expo to help improve the event in the coming years.

Allegany Franciscan Ministries
SUCCESS MEASURES FORM

Organization Name: City of Fort Pierce

Project Title: Way to Grow Lincoln Park!

Year: From (month/year): October 1, 2019

To (month/year): September 30, 2020

Outcomes	Indicators	Activities – 1st and 2nd Years	Measurement plan
New Business Startups and Relocates to Avenue D corridor in the heart of Lincoln Park will result in improved access to goods, services and healthier food. New business startups and relocates will be successful and grow along Avenue D in Lincoln Park. Employment opportunities within Lincoln Park for LP residents will also increase, which will jump start development and additional economic investment and the creation of affordable, decent housing in Lincoln Park.	• At least ten (10) new businesses open along the Avenue D corridor from 7th Street through 25th Streets within the two year project; • At least six (6) new jobs will be created and ten (10) jobs will be retained within the two-year project; • At least ten (10) commercial structures on Avenue D will receive improvements to their exteriors within the two-year project; • Lincoln Park residents will experience easier-access to healthier foods, goods and services within the two-year project; • Additional economic investment, besides grant-funded projects will happen along the Avenue D corridor within the two-year project; and • Construction of new affordable housing will be underway in Lincoln Park within the two-year project.	• Funding from Allegany Franciscan Ministries totaling $70,000 will be awarded through the City of Fort Pierce to at least ten (10) Small Business startups and relocates to Avenue D for up to $7,000 each to help cover startup, relocation costs, advertising and a portion of staffing, rent and utilities for up to six (6) months; • Funding from Allegany Franciscan Ministries totaling $5,000 and funding from the City of Fort Pierce totaling $5,000 will provide the 1st Annual Lincoln Park Business Expo. This is an annual opportunity for small business owners to enhance their business skills, gain insight from industry professionals through educational sessions, workshops, and network with other Lincoln Park business professionals while showcasing their projects and offerings. The City of Fort Pierce is collaborating with Indian River State College who will provide one of the facilities for the Expo. The City of Fort Pierce will seek financial collaborations to help cover the costs associated with this annual event following the inaugural year; • Commercial Façade Grants totaling $50,000 from the City of Fort Pierce for up to $5,000 each for at least ten (10) commercial structures on Avenue D between 7th and 25th Streets; and • Small Business Grants totaling $30,000 from the City of Fort Pierce via grants for up to $3,000 each for interior renovations, small equipment purchases, etc. for at least ten (10) Small Businesses starting up or relocating to Avenue D from 7th through 25th Streets.	The City of Fort Pierce Grants Administration Division will monthly measure the success of this project via: 1) Desk Monitoring of all projects via monthly Grant Award Reports which will track: new jobs created; existing jobs preserved; advertising campaigns completed; interior renovations completed; small equipment purchases; etc.; 2) Clerk's Office applications for new business startups and relocates to the Avenue D target area; 3) Building Department applications for new permits for commercial building renovations and new home construction; 4) Lincoln Park Revitalization Coordinator on-site visits and day-to-day project oversight and monitoring; and 5) The number of LP businesses participating in the Lincoln Park Business Expo will be counted; participating businesses will be contacted with a survey of the Expo to help improve the event in the coming years.

Project Budget Summary Form

Download the Project Budget Summary Form. Complete, save and upload the document back into the application. (Upload will not appear until after you click "save draft" at the bottom of this page). If you already have a project budget form, please use that making sure to include an accounting of funding requested by Allegany Franciscan Ministries.

Upload a file [3 MiB allowed]

Way to Grow LP - Budget.pdf ✕ Delete File

Project Budget Narrative Form

Download the Project Budget Narrative Form. Project Budget Narrative Form. Complete, save and upload the form back into the application. Use existing budget narrative documents if you have them.

Upload a file [2 MiB allowed]

Way to Grow LP! - Budget Narrative.pdf ✕ Delete File

Most Recent Audit

Upload your most recent audit. For requests $50,000 and above.

Upload a file [5 MiB allowed]

City of Fort Pierce - Annual Audit - 2017.pdf ✕ Delete File

CERTIFICATION & SIGNATURE FORM

Certification and Signature Form*

Download the Certification Form attached here. Once complete, scan the signed document and upload it back into the application or use the Fax-to-File tool to create a pdf of the document and upload. Refer to instructions for more information.

Upload a file [2 MiB allowed]

ADDITIONAL INFORMATION

Upload #1

Additional information requested by regional vice president. Add brief description of uploaded document.

Allegany Franciscan Ministries - 2017-2018 COMMON GOOD INITIATIVE

PROJECT BUDGET SUMMARY FORM - YEAR 1

Organization Name: City of Fort Pierce

Project Title: Way to Grow Linc

FROM (date): October 1, 2018 TO (date): September 30, 2019

Budget Category	Total Project Budget (A+B+C+D)	Sources of Funding	
		Source A: Allegany Franciscan Ministries	Source B: City of Fort Pierce
Personnel *(salaries, wages, benefits, payroll taxes etc for all personnel involved in project)*	0	0	0
Equipment	0	0	0
Commercial Façade Grants	50000	0	50000
Occupancy ***(rent, mortgage, utilities, telephone, internet, advertising, staffing, other startup or relocate overhead, etc.)- Grants to Small Businesses - at least 10 grants up to $7,000 each***	70000	70000	0
Local Travel *(mileage, tolls, parking for regular local travel)*	0	0	0
Training - ***Lincoln Park Business Expo- Inarguarl Event***	10000	5000	5000
Design, Printing & Postage	0	0	0
Capital ***(Interior building renovations; small equipment purchases, etc.) - Grants to Small Businesses- at least 10 grants up to $3,000 each***	30000	0	30000
Purchased Services *(consultants, legal, accounting services, etc.)*	0	0	0
TOTAL	160000	75000	85000

Allegany Franciscan Ministries
2017-2018 COMMON GOOD INITIATIVE – GRANT APPLICATION

PROJECT BUDGET NARRATIVE

Organization Name: City of Fort Pierce

Project Title: Way to Grow Lincoln Park!

FROM: October 1, 2018 **TO:** September 30, 2020

Personnel - *This grant application does not include a request for funding for personnel.*

Equipment - *This grant application does not include a request for funding for equipment.*

Commercial Façade Grants – *The City of Fort Pierce will provide $50,000 for Commercial Façade Grants, up to $5,000 each, to improve the exterior of commercial structures along Avenue D, from 7th through 25th Streets. (At least 10 commercial facades will be improved through this grant.)*

Occupancy – *The City of Fort Pierce is applying for funding to Allegany Franciscan Ministries to provide up to $7,000 to assist at least ten (10) new business startups and new business relocates to Avenue D from 7th Street through 25th Street to assist with rent, utilities, advertising, staffing, for up to six (6) months.*

Local Travel – *This grant application does not include a request for funding for travel.*

Training – *The City of Fort Pierce is applying for funding to Allegany Franciscan Ministries to provide $5,000 to help offset the costs of the inaugural Lincoln Park Business Expo. The City of Fort Pierce is also contributing $5,000 for this event. Future annual events will be provided through the City of Fort Pierce and collaborative sponsors.*

Design, Printing & Postage - *This grant application does not include a request for funding for Design, Printing or Postage.*

Capital - *The City of Fort Pierce will provide $30,000 for Small Business Startups and Relocates, in grant awards up to $3,000 each for up to ten (10) new businesses to improve the interiors of their new business' commercial buildings along Avenue D, from 7th through 25th Streets.*

Independent Auditors' Report

To the City Commission
Fort Pierce, Florida

March 22, 2018

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fort Pierce, Florida (the "City") as of and for the year ended September 30, 2017, and the related notes to the financial statements which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

To the City Commission
Fort Pierce, Florida

March 22, 2018

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fort Pierce, Florida as of September 30, 2017, and the respective changes in financial position and where applicable, cash flows, thereof and the respective budgetary comparisons for the General Fund, Community Redevelopment Agency Fund, and Hurricane Housing Recovery Fund for the year ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United State of America require that the management's discussion and analysis, and pension and post-employment benefit information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual fund statements, and statistical tables are presented for purposes of additional analysis and are not a required part of the basic financial statements. Additionally, the accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and Chapter 10.550, Rules of the Auditor General, and is also not a required part of the basic financial statements.

To the City Commission
Fort Pierce, Florida

March 22, 2018

The combining and individual nonmajor fund financial statements, schedule of expenditures of federals awards and state financial assistance, are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, and the schedule of expenditures of federal awards and state assistance are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The introductory section and the statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 22, 2018 on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

DiBartolomeo, McBee, Hartley & Barnes

Certified Public Accountants
City of Fort Pierce

ALLEGANY FRANCISCAN MINISTRIES
2018 COMMON GOOD INVESTMENT APPLICATION

CERTIFICATION and SIGNATURE FORM

I understand that, if a grant is awarded, the organization will be advised of the amount and the complete and final terms of the grant. The organization will be prepared to enter into an agreement with Allegany Franciscan Ministries, Inc. and to comply with all terms and conditions of the grant.

I certify that the organization submitting this grant application has received a ruling from the Internal Revenue Service confirming that the organization is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and that the organization is not a private foundation as defined in section 509(a) of the Internal Revenue Code.

I authorize Allegany Franciscan Ministries to use any information provided in this application for funding at its discretion, even if a grant is not awarded.

By signing below, I certify that all information included in the application for funding is true and correct to the best of my knowledge.

Organization: City of Fort Pierce

Chief Executive of Organization

Signature:_____Date: _____

Name and Title Printed: Nicholas Mimms, City of Fort Pierce City Manager

Chief Financial Officer of Organization (or Board Treasurer OR person in charge of financials)

Signature:_____Date: _____

Name and Title Printed: Johnna Morris, Director of Finance, City of Fort Pierce

Board of Directors Chair or Vice Chair

Signature:_____Date: _____

Name and Title Printed: Linda Hudson, Mayor, City of Fort Pierce

***Please note all three signatures from the appropriate staff are required on this form.**

500 characters left of 500

Upload a file [2 MiB allowed]

Upload #2

Additional information requested by regional vice president. Add brief description of uploaded document.

500 characters left of 500

Upload a file [2 MiB allowed]

Save Application Submit Application

City Commission Regular Meeting **11.c.**

Meeting Date: 09/04/2018

Re: Interlocal Agreement between Fort Pierce and FPUA for Iroquois/Navajo MSBU

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of an Interlocal Agreement between the City of Fort Pierce and Fort Pierce Utilities Authority for Iroquois/Navajo MSBU.

SUMMARY:

This interlocal agreement outlines the path of cooperation between the City of Fort Pierce and Fort Pierce Utilities Authority for Iroquois/Navajo MSBU.

RECOMMENDATION:

Staff recommends approval of agreement, which has been approved as to form and correctness by the City Attorney.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Fort Pierce Utilities Authority

Fiscal Impact

Budgeted Y/N:	NA
Fiscal Year:	2019
Account:	NA
Amount:	NA

OTHER INFORMATION:

NA

Attachments

Memo

Interlocal Agreement between Fort Pierce and FPUA for Iroquois-Navajo MSBU

Form Review

Inbox	Reviewed By	Date

City Manager	Nick Mimms	08/29/2018 12:06 PM
City Manager	Nick Mimms	08/29/2018 12:08 PM

Form Started By: Kaitlyn Ballard Started On: 08/21/2018 04:56 PM

Final Approval Date: 08/29/2018

500 Boston Avenue (34950)
PO Box 3191, Fort Pierce, FL 34948

Phone: 772.466.1600
Fax: 772.467.2504

Department of Finance
"Committed to Quality"

MEMORANDUM

TO: Fort Pierce City Commission

FROM: Josh Gang, J.D.
FPUA Risk Program Manager

THROUGH: John Tompeck, P.E.
FPUA Director of Utilities

DATE: August 15, 2018

SUBJECT: City Commission Consent Agenda Request for September 4, 2018 Meeting
Iroquois/Navajo MSBU Project

I am forwarding, for consideration and approval by the City Commission during the September 4, 2018 City Commission meeting, an Interlocal Agreement creating a Municipal Services Benefit Unit (MSBU), which will fund the cost of providing potable water to the Iroquois/Navajo area in unincorporated St. Lucie County.

If you have any questions or are in need of additional information, please contact me.

cc: City Manager
City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO : KAITLYN BALLARD, ADMINISTRATIVE ASSISTANT

THROUGH : Nicholas C. Mimms, P.E., City Manager NCM

FROM : James M. Messer, City Attorney

RE : Interlocal Agreement between Fort Pierce and FPUA for Iroquois/Navajo MSBU

DATE : August17th, 2018

The proposed Interlocal agreement is approved for form and correctness.

Received
AUG 17 2018
City of Fort Pierce
City Manager's Office

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

RECEIVED
AUG 17 2018
By City Attorney Office

CITY ATTORNEY USE ONLY

Date Received:	8/17/18
Assigned To:	Steve
File:	
Due Date:	
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: INTERLOCAL AGREEMENT BETWEEN FORT PIERCE AND FPUA FOR IROQUOIS / NAVAJO MSBU

DATE: AUGUST 17, 2018

Service Required: (please circle or underline)

Review Documents | **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.

1. **Brief statement of the nature of the request or problem:** This interlocal agreement was presented by the FPUA. Please review as to form and correctness.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** (Discuss any issues related to the underlying matter to assist with the City Attorney's analysis.)

3. **Time considerations and their significance:** Please review this agreement at your earliest convenience.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** City funds are not required for this agreement.

5. **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.):

INTERLOCAL AGREEMENT BETWEEN FORT PIERCE AND FPUA FOR IROQUOIS / NAVAJO MSBU

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**

INTERLOCAL AGREEMENT
IROQUOIS/NAVAJO MSBU

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between St. Lucie County, a political subdivision of the State of Florida (the "County"), the Fort Pierce Utility Authority, an authority created and established by the City Commission of the City of Fort Pierce, Florida, ("FPUA") and the City of Fort Pierce, a municipality organized under the laws of the State of Florida (the "City").

WHEREAS, FPUA is the governing body authorized to enter into agreements relating to providing service from the potable water supply of the City; and,

WHEREAS, the County intends to create the Iroquois/Navajo municipal services benefit unit (the "Iroquois/Navajo MSBU") to fund the cost of providing potable water to the Iroquois/Navajo area in unincorporated St. Lucie County. A description of the boundaries of the real property within the proposed MSBU is attached hereto and made a part hereof as Exhibit "A". A list of the current parcel numbers within the proposed MSBU is attached hereto and made a part hereof as Exhibit "B"; and,

WHEREAS, The Iroquois/Navajo MSBU is located within the boundaries of FPUA's Utility Service Area; and,

WHEREAS, the parties believe that it is in their mutual best interest to cooperate in providing potable water to Iroquois/Navajo.

NOW, THEREFORE, FPUA, the City, and the County hereby agree and covenant on the terms and conditions hereinafter stated:

1. **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.

2. **FPUA RESPONSIBILITIES**. FPUA's responsibilities under this Agreement are as follows:

a. FPUA shall design and install or cause to be designed and installed a system including all pipes, services, mains and appurtenances thereto (the "System") necessary to provide potable water to the Iroquois/Navajo area. The design and installation of the System shall be done in accordance with all applicable, standard FPUA policies and procedures. The County reserves the right to review and approve the utilities plans and bid documents before inclusion in the bid package.

b. If easements are required, FPUA shall attempt to obtain all necessary easements for installation and maintenance of the System. FPUA shall not be required, however, to condemn any such easements or expend funds for acquisition of same. If appropriate easements satisfactory to FPUA are not obtained, FPUA shall have no further obligation under this Agreement.

c. FPUA shall administer a project to install the System to include but not limited to awarding the contract for design, construction, and inspection during construction, shop drawing approvals, change order approvals, project certification, and production of record drawings.

d. Upon completion of the System and acceptance of ownership of the System by FPUA, FPUA shall be responsible for the operation and maintenance of the System.

e. Prior to the public hearing to be held by the St. Lucie County Board of County Commissioners pursuant to Section 40 - 100 of the St. Lucie County Code of Ordinances to adopt a preliminary assessment roll for the Iroquois/Navajo MSBU, FPUA shall provide an itemized final estimated cost (the "Final Estimated Cost") for the installation of the System to the County. The Final Estimated Cost shall include the cost of testing, permits, surveying, legal, design, construction, contingencies allowance, construction administration, certification, record drawings, and acquisition of easements for the installation of the System and shall be subject to the approval of the County. Any unexpected costs incurred during the construction and installation of the System beyond the Final Estimated Cost shall be the responsibility of FPUA.

f. If the County does not levy a special non-ad valorem assessment as described below, FPUA shall be responsible for the cost of all design or other work done by FPUA related to the System. The County shall use its best efforts to notify FPUA as soon as possible of any decision not to levy an assessment.

g. FPUA shall make a monetary contribution up to $60,753 or the cost necessary to offset any Capital Improvement charges, towards the construction cost of the project.

3. **COUNTY RESPONSIBILITIES.** In the event the County determines at a public hearing to create a MSBU and to levy a non-ad valorem special assessment, the County's responsibilities under this Agreement are as follows:

a. The Board of County Commissioners of St. Lucie County, Florida shall act as the governing body of the Iroquois/Navajo MSBU and shall levy a non-ad valorem special assessment (the "Assessment") on the landowners within the limits of the MSBU to fund the cost of the installation of the System as required for connection to the FPUA water system.

b. The County shall pay to FPUA an amount not to exceed the Final Estimated Cost for the installation of the System. All other applicable fees and charges for connection to the FPUA water system will be the responsibility of the landowners. The amount of the capital improvement charge shall reflect the current FPUA charges on the date of the submission of the Final Estimated Cost to the County. Payment by the County to FPUA shall be within 30 working days after the County has obtained funds from the issuance of bonds to finance the project and after the approval of the costs by the St. Lucie County Director of Engineering or his designee.

c. Upon the request of FPUA, the County's Property Acquisition Division shall provide staff assistance to FPUA for the acquisition of easements necessary for the installation and maintenance of the System.

4. **TERMINATION.** Unless terminated by the mutual written agreement of all parties, this agreement shall remain in full force and effect until all of its terms and conditions have been met.

5. **NOTICE OF CITY ANNEXATION REQUIREMENT.** The following notice is required by the City and should not be construed in any way as an endorsement of the City's annexation policies by the County.

As a condition precedent for connection to the FPUA water system, FPUA requires all users to sign an annexation agreement whereby the user consents to and requests that his or her property be annexed into the city limits of Fort Pierce whenever such annexation may legally occur and that the FPUA will refuse to allow

connection to its water system unless and until the referenced annexation agreement is signed. This annexation agreement shall be in the form utilized by FPUA, shall be irrevocable and shall be binding on the heirs, successors and assigns of all such users.

6. **CONSENT TO COUNTY MSBU UPON ANNEXATION.** The parties acknowledge that if the Iroquois/Navajo MSBU is annexed into the City this will result in the existence of a St. Lucie County Municipal Services Benefit Unit within the jurisdictional boundary of the City. Accordingly, the City agrees that if it intends to annex the Iroquois/Navajo MSBU into the City, it will include within the appropriate annexation ordinance a statement that the City consents to the existence of the Iroquois/Navajo MSBU within the boundaries of the City pursuant to the provisions of Section 125.01(q), Florida Statutes or other applicable law.

7. **VALIDATION OF BOND AND ASSESSMENT ROLL.** A condition precedent to the effectiveness of this Agreement is the entry of a Final Judgment (and the expiration of the appropriate appeal period) by a court of competent jurisdiction validating the issuance of bonds to finance the System along with the assessment roll adopted by the Board (the "Bond Validation Proceeding"). In the event that either a Final Judgment validating the bonds and assessment roll is not entered or an appellate court reverses the Final Judgment, the Agreement shall automatically terminate and the parties shall have no further responsibilities under the Agreement including but not limited to any payments due to FPUA by the County. Notwithstanding the foregoing, if either a Final Judgment validating the bonds and assessment roll is not entered or an appellate court reverses the Final Judgment, the County reserves the right to be reimbursed by FPUA for all outside counsel legal fees and costs incurred by the County in the Bond Validation Proceeding as well as in any related appeal. The County agrees to consult with FPUA concerning the expenditure of money for outside bond counsel services related to the Bond Validation Proceeding and further agrees that such expenditure shall not exceed five thousand and no/100 dollars ($5000.00) without the express written consent of FPUA. The County's right to reimbursement shall survive the termination of this Agreement as described in this paragraph.

8. **ADDITIONAL CONNECTIONS.** For so long as any bonds issued by the County to finance the System are outstanding, FPUA shall inform the County in advance of any additional connections to the System proposed for real property not previously included on the assessment roll for the Iroquois/Navajo MSBU. The County shall then determine whether such additional property should be assessed a pro rata share of the costs associated with the System and the terms and

conditions pursuant to which the Assessment will be collected. At the County's request, FPUA shall obtain a written consent, in a form approved by the County Attorney, from the owners of such property which acknowledges that the property will be assessed and included on the assessment roll for the Iroquois/Navajo MSBU. Proceeds of the Assessment imposed against such property shall be used to pay debt service on bonds issued by the County to finance construction and acquisition of the System.

9. **SYSTEM RELOCATION.** If within five (5) years after installation of the pipes, mains and appurtenances comprising the System, the County shall require FPUA to relocate any portion thereof, then the County shall be responsible for the costs and expenses, and for obtaining any easements, associated with such relocation so long as the system was installed per County Right-of-Way permit conditions.

10. **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 a copy to:

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

With a copy to:

St. Lucie County Public Works Director
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to FPUA:

Director of Utilities
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, Florida 34948

With a copy to:

FPUA Attorney
P.O. Box 3191
Fort Pierce, Florida 34948

If to the City:

City Manager
City of Fort Pierce
100 North U.S. One
Fort Pierce, Florida 34950

With a copy to:

Fort Pierce City Attorney
P.O. Box 3779
Fort Pierce, Florida 33448

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement may only be amended by written document, property authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

12. **FILING.** This Agreement and any subsequent amendments thereto shall be filed with the Clerk of Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIRPERSON

APPROVED AS TO FORM AND
CORRECTNESS:

_____
County Attorney

ATTEST:

Secretary

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairperson 8/7/18

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Attorney for FPUA

ATTEST:

City Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

_____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION: IROQUOIS MSBU

A PARCEL OF LAND LYING WITHIN SECTION 28, T-34-S, R-40-E AND ALSO BEING A PORTION OF BLOCKS 55 AND 56 OF SAN LUCIE PLAZA, UNIT ONE AS RECORDED IN PLAT BOOK 5 AT PAGE 57 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 AND 35, BLOCK 55 OF SAN LUCIE PLAZA UNIT ONE; TOGETHER WITH LOTS 9,10,11,12,13,14,15,16,17,18,19 AND 20, BLOCK 56 OF SAN LUCIE PLAZA UNIT ONE.

H:\msbuIROQUOIS

NOVEMBER 15, 2011

RON HARRIS
COUNTY SURVEYOR

EXHIBIT B

PARCEL IDs

1428-702-1212-000-8
1428-702-0362-000-7
1428-702-0364-000-1
1428-702-0366-000-5
1428-702-0388-000-5
1428-702-0389-000-2
1428-702-0391-000-9
1428-702-0393-000-3
1428-702-0437-000-4
1428-702-0438-000-1
1428-702-0441-000-5
1428-702-0443-000-9
1428-702-0445-000-3
1428-702-0447-000-7
1428-702-0449-000-1
1428-702-0452-000-5
1428-702-0453-000-2
1428-702-0455-000-6
1428-702-0458-000-7
1428-702-0943-000-4
1428-702-0946-000-5
1428-702-0948-000-9
1428-702-0950-000-6
1428-702-0952-000-0
1428-702-0954-000-4
1428-702-0991-000-5
1428-702-0993-000-9
1428-702-1001-000-6
1428-702-1177-000-0
1428-702-1197-000-6
1428-702-1198-000-3

1428-702-1200-000-1
1428-702-1201-000-8
1428-702-1203-000-2
1428-702-1204-000-9
1428-702-1206-000-3
1428-702-1207-000-0
1428-702-1210-000-4
1428-702-1213-000-5
1428-702-1214-000-2
1428-702-1215-000-9
1428-702-1220-000-7
1428-702-1221-000-4
1428-702-1223-000-8
1428-702-1225-000-2
1428-702-1227-000-6
1428-702-1229-000-0
1428-702-1232-000-4
1428-702-1233-000-1
1428-702-1242-000-7
1428-702-1244-000-1
1428-702-1246-000-5
1428-702-1250-000-6
1428-702-1252-000-0
1428-702-1255-000-1
1428-702-1256-000-8
1428-702-1258-000-2
1428-702-1259-000-9
1428-702-1261-000-6
1428-702-1262-000-3
1428-702-1264-000-7
1428-702-1265-000-4

500 Boston Avenue (34950)
PO Box 3191, Fort Pierce, FL 34948

Phone: 772.466.1600
Fax: 772.467.2504

Department of Finance
"Committed to Quality"

MEMORANDUM

TO: Fort Pierce City Commission

FROM: Josh Gang, J.D.
FPUA Risk Program Manager

THROUGH: John Tompeck, P.E.
FPUA Director of Utilities

DATE: August 15, 2018

SUBJECT: City Commission Consent Agenda Request for September 4, 2018 Meeting
Iroquois/Navajo MSBU Project

I am forwarding, for consideration and approval by the City Commission during the September 4, 2018 City Commission meeting, an Interlocal Agreement creating a Municipal Services Benefit Unit (MSBU), which will fund the cost of providing potable water to the Iroquois/Navajo area in unincorporated St. Lucie County.

If you have any questions or are in need of additional information, please contact me.

cc: City Manager
City Clerk

From: Florinda Mazzarella <fmazzarella@fpua.com>
To: Linda Cox <lcox@city-ftpierce.com>
Cc: Joshua Gang <jgang@fpua.com>, James Carnes <jcarnes@fpua.com>, "Bo Hutchinson" <bhutchinson@fpua.com>, Nina Penick <npenick@fpua.com>, "John Tompeck" <jtompeck@fpua.com>, "NMimms@City-FtPierce.Com" <NMimms@City-FtPierce.Com>, Jennifer - City of Fort Pierce <jrobinson@city-ftpierce.com>

Date: Wednesday, August 15, 2018 08:33AM
Subject: Consent Agenda Request for September 4 City Commission Meeting

---

Good morning Linda,

Attached is a memo and the Iroquois/Navajo MSBU Interlocal Agreement for the September 4th City Commission Consent Agenda. James Carnes will be available at the City Commission meeting to answer any questions. Let me know if you need additional information. Thanks, Florinda

Florinda Mazzarella
Executive Assistant
Fort Pierce Utilities Authority
Director of Utilities
206 South 6th Street
Fort Pierce, FL 34950
Telephone (772) 466-1600, Ext. 3201
Fax (772) 468-2412
E-mail: fmazzarella@fpua.com<mailto:fmazzarella@fpua.com>

Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

(For additional information, go to http://www.fpua.com/important_information/privacy.php)

Attachments:

Iroquois-Navajo MSBU Interlocal Agrm.pdf City Memo - Iroquois Navajo MSBU.pdf

City Commission Regular Meeting **11.d.**

Meeting Date: 09/04/2018

Re: Replace Existing Two (2) 12,000 Gallon Above Ground Fuel Tanks at City Compound Located at 52 Savannah Road

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approve ATC Group Services, LLC request for installation of above-ground Fuel Tanks at City Compound Located at 52 Savannah Road.

SUMMARY:

Requesting approval for ATC Group Services, LLC to obtain a permit for the purpose of replacing two above-ground 12,000-gallon fuel tanks with two new 12,000-gallon UL-2085 Fire Guard tanks. The tanks will be used for fuel storage at the City Compound located at 52 Savannah Road. City Commission approval is required per Section 7-20 of the City Ordinance.

RECOMMENDATION:

Approval of the storage tanks.

ALTERNATIVES:

Denial of the storage tanks.

RESPONSIBLE STAFF:

Paul Thomas, Building Official

COORDINATED WITH:

Shaun Coss, Building Department Coordinator

Fiscal Impact

OTHER INFORMATION:

Approximately $2,600.00 shall be deposited into Building Department fund for permitting fees.

Attachments

Site Location and Scope of Work
Highland Drawing Gas
Highland Drawing Diesel
ATC Group Permit Applic.

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	08/22/2018 09:17 AM
City Manager	Nick Mimms	08/29/2018 12:07 PM

Form Started By: Destiny Software Started On: 08/20/2018 03:09 PM
Final Approval Date: 08/29/2018

SITE ADDRESS: 52 SAVANNAH ROAD, FORT PIERCE, FL 34982

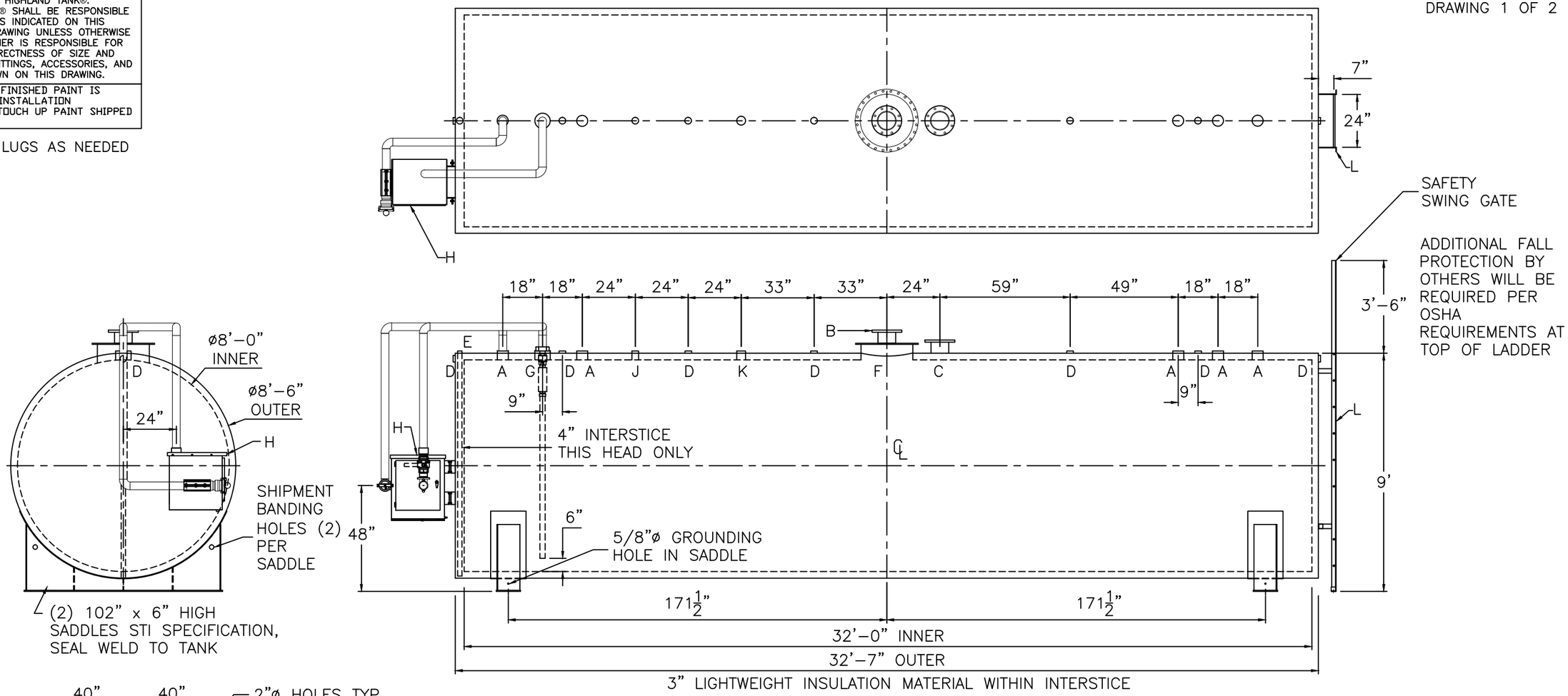
SCOPE OF WORK

- Remove two (2) - 12,000 gallons tanks with two (2) - new 12,000 gallons tanks
- The existing concrete slab to be utlized for the new tanks
- There is no new electrical service required for the new tanks
- The existing Canopy and the Dispensers will remain

NOTE: ALL RIGHTS RESERVED. THIS DRAWING MUST NOT BE REPRODUCED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF HIGHLAND TANK®. HIGHLAND TANK® SHALL BE RESPONSIBLE ONLY FOR ITEMS INDICATED ON THIS FABRICATION DRAWING UNLESS OTHERWISE NOTED. CUSTOMER IS RESPONSIBLE FOR VERIFYING CORRECTNESS OF SIZE AND LOCATION OF FITTINGS, ACCESSORIES, AND COATINGS SHOWN ON THIS DRAWING.

TOUCH UP OF FINISHED PAINT IS REQUIRED BY INSTALLATION CONTRACTOR. TOUCH UP PAINT SHIPPED WITH TANK.

SHIPPING LUGS AS NEEDED



GASOLINE

Highland Tank

UNLESS NOTED, TOLERANCES ARE +/- 1"

12,000 GAL 96"ø CYL. FIREGUARD®

PATENT: 5,695,089 PATENT: 5,809,650

CUSTOMER: ATC GROUP
TAMPA, FL.

PROJECT: FORT PIERCE, FL.

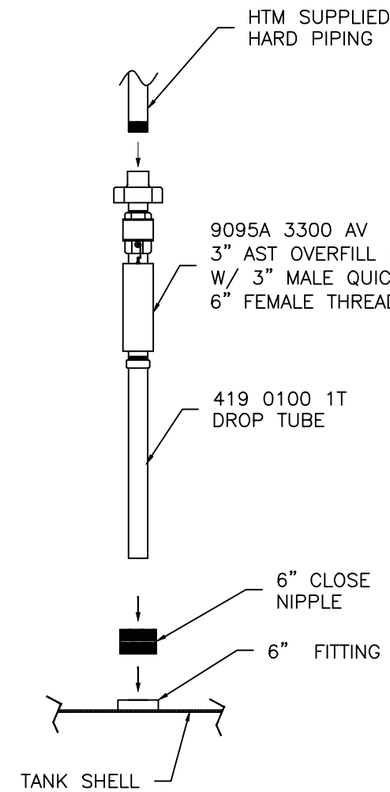
QUOTE NO: 437280

CHK'D BY:

SCALE:	DATE:	DWG. BY:	DWG. NO.:
1/4" = 12"	7/2/18	002	107294–1

DESIGN DATA
CAPACITY: 12,000 GALLONS
TYPE: FIREGUARD® CYLINDRICAL
FIREGUARD® IS A TRADEMARK OF THE STEEL TANK INSTITUTE
NO. REQ. – (1)
OPERATING PRESSURE – ATMOSPHERIC
SPECIFIC GRAVITY = 1.0
TANK MATERIAL – MILD CARBON STEEL
THICKNESS – INNER – HEADS–5/16" SHELL–1/4" THICKNESS – OUTER – HEADS– 5/16" SHELL–1/4" MIN. GAUGE OR THICKNESS (PER U.L. 2085)
CONSTRUCTION – INNER – LAP WELD OUTSIDE ONLY CONSTRUCTION – OUTER – LAP WELD OUTSIDE ONLY
TANK TEST – PER UL 2085
INT. FINISH – NONE
EXT. FINISH – SP–6 BLAST, FINISH PAINT WHITE –
LABEL– UL 2085 AND FIREGUARD® PER sti

LEGEND	
A	4" FEMALE FG COUPLING
B	8" FFSO 150# FLANGE – PRIMARY EMERGENCY VENT USE ONLY
C	8" FFSO 150# FLANGE THROUGH OUTER SHELL ONLY, MARK WITH SPECIAL WARNING LABEL INTERSTITIAL EMERGENCY VENT USE ONLY
D	2" FITTING THROUGH OUTER SHELL ONLY WITH CAST IRON PLUG– MFG USE ONLY
E	2" MONITOR PIPE WITH MALE NPT END
F	24" x 1/4" PLATE TIGHT BOLT MANWAY WITH 1/8" THICK NEO–CORK GASKET AND "B" IN COVER ON CL
G	6" FEMALE FIREGUARD COUPLING W/ 3" OVERFILL PREVENTION VALVE & 3" DROP TUBE TO WITHIN 6" OF TANK BOTTOM
H	3" MORRISON #715 ASSEMBLED REMOTE FILL PORT W/ VAPOR RECOVERY BOLTED TO TANK AND PIPED. INCLUDES: PAINTED STEEL OUTER BOX W/ LOCKING FRONT DOOR, 10 GALLON OVERFILL W/ HAND PUMP, CHECK VALVE, BALL VALVE AND FILL ADAPTER & CAP
J	2" FEMALE FG COUPLING
K	3" FEMALE FG COUPLING
L	HTM STD VERTICAL EXTERNAL LADDER, PAINTED SAFETY YELLOW PAINT & SHIPPED LOOSE FOR INSTALLATION ON SITE BY OTHERS (INCLUDES SAFETY SWING GATE)



PROVIDED EQUIPMENT (SHIPPED LOOSE) (INSTALLATION ON SITE BY OTHERS)
(2) 8" FLANGED EMERGENCY VENTS – 16 oz/sq in. (1) 4' X 3" GALVANIZED PIPE (TBE) W/ 2" MUSHROOM VENT (1) #918 CLOCK GAUGE W/ BATTERY OPERATED ALARM
VINYL SIGN PACKAGE
(2) GASOLINE PLACARDS (2) "GASOLINE" LABEL, (BLACK) 4" HIGH (2) NFPA LABEL GASOLINE (2) "NO SMOKING" LABEL (RED) 4" HIGH (2) "FLAMMABLE" LABEL, (RED) 4" HIGH

DRAWING 2 OF 2

NOTE: ALL RIGHTS RESERVED. THIS DRAWING MUST NOT BE REPRODUCED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF HIGHLAND TANK®. HIGHLAND TANK® SHALL BE RESPONSIBLE ONLY FOR ITEMS INDICATED ON THIS FABRICATION DRAWING UNLESS OTHERWISE NOTED. CUSTOMER IS RESPONSIBLE FOR VERIFYING CORRECTNESS OF SIZE AND LOCATION OF FITTINGS, ACCESSORIES, AND COATINGS SHOWN ON THIS DRAWING.

TOUCH UP OF FINISHED PAINT IS REQUIRED BY INSTALLATION CONTRACTOR. TOUCH UP PAINT SHIPPED WITH TANK.

NOTES:
STRIKER PLATES ARE NOT SUPPLIED ON FIREGUARDS® UNLESS SPECIFIED

△ –

Highland Tank

UNLESS NOTED, TOLERANCES ARE +/– 1"

12,000 GAL 96"ø CYL. FIREGUARD®

PATENT: 5,695,089 PATENT: 5,809,650

CUSTOMER: ATC GROUP
TAMPA, FL.
PROJECT: FORT PIERCE, FL.

QUOTE NO: 437280 CHK'D BY:

SCALE:	DATE:	DWG. BY:	DWG. NO.:
1/4" = 12"	7/2/18	002	107294–2

NOTE: ALL RIGHTS RESERVED. THIS DRAWING MUST NOT BE REPRODUCED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF HIGHLAND TANK®. HIGHLAND TANK® SHALL BE RESPONSIBLE ONLY FOR ITEMS INDICATED ON THIS FABRICATION DRAWING UNLESS OTHERWISE NOTED. CUSTOMER IS RESPONSIBLE FOR VERIFYING CORRECTNESS OF SIZE AND LOCATION OF FITTINGS, ACCESSORIES, AND COATINGS SHOWN ON THIS DRAWING.

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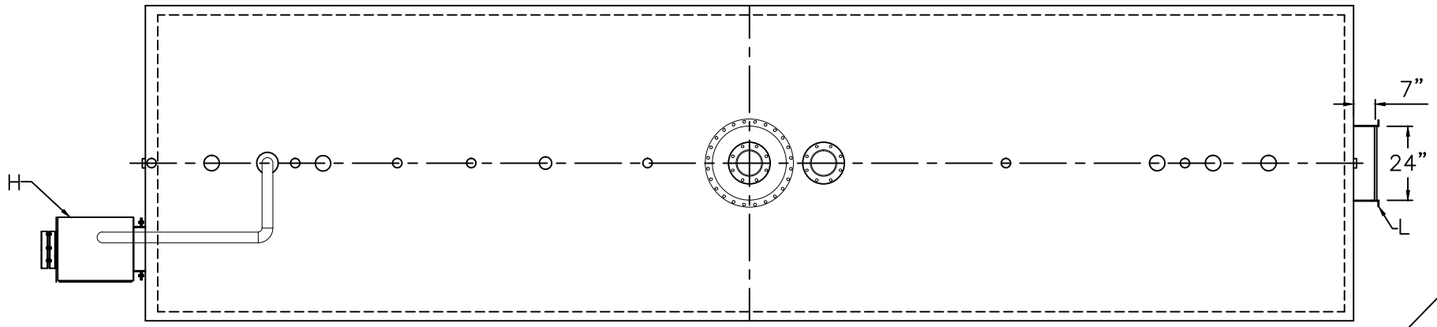
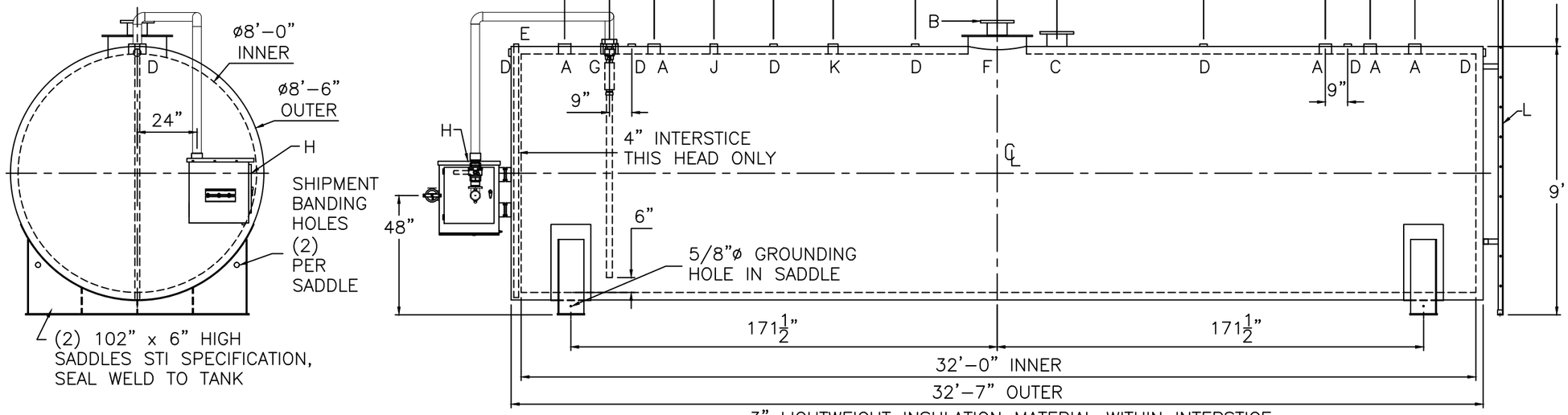
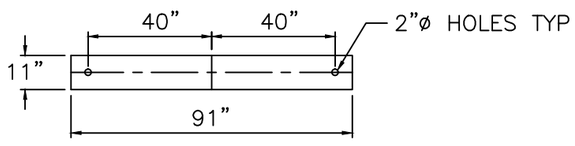
SHIPPING LUGS AS NEEDED







DIESEL

UNLESS NOTED, TOLERANCES ARE +/– 1"

Highland Tank

12,000 GAL 96"ø CYL. FIREGUARD®

PATENT: 5,695,089 PATENT: 5,809,650

CUSTOMER: ATC GROUP
TAMPA, FL.

PROJECT: FORT PIERCE, FL.

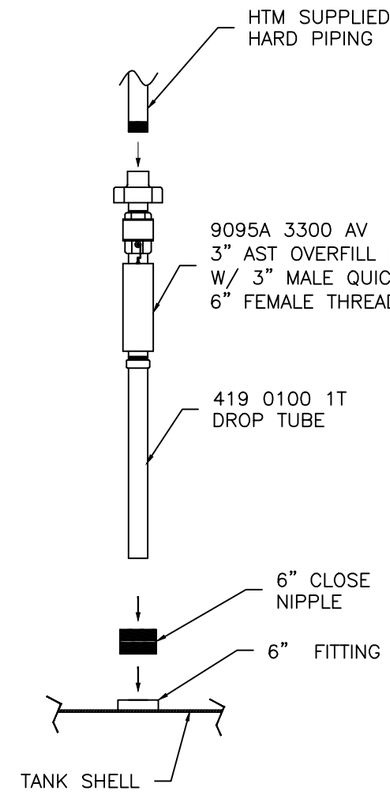
QUOTE NO: 437280

CHK'D BY:

SCALE:	DATE:	DWG. BY:	DWG. NO.:
1/4" = 12"	7/2/18	002	107295–1

DESIGN DATA
CAPACITY: 12,000 GALLONS
TYPE: FIREGUARD® CYLINDRICAL
FIREGUARD® IS A TRADEMARK OF THE STEEL TANK INSTITUTE
NO. REQ. – (1)
OPERATING PRESSURE – ATMOSPHERIC
SPECIFIC GRAVITY = 1.0
TANK MATERIAL – MILD CARBON STEEL
THICKNESS – INNER – HEADS–5/16" SHELL–1/4" THICKNESS – OUTER – HEADS– 5/16" SHELL–1/4" MIN. GAUGE OR THICKNESS (PER U.L. 2085)
CONSTRUCTION – INNER – LAP WELD OUTSIDE ONLY CONSTRUCTION – OUTER – LAP WELD OUTSIDE ONLY
TANK TEST – PER UL 2085
INT. FINISH – NONE
EXT. FINISH – SP–6 BLAST, FINISH PAINT WHITE –
LABEL– UL 2085 AND FIREGUARD® PER sti

LEGEND	
A	4" FEMALE FG COUPLING
B	8" FFSO 150# FLANGE – PRIMARY EMERGENCY VENT USE ONLY
C	8" FFSO 150# FLANGE THROUGH OUTER SHELL ONLY, MARK WITH SPECIAL WARNING LABEL INTERSTITIAL EMERGENCY VENT USE ONLY
D	2" FITTING THROUGH OUTER SHELL ONLY WITH CAST IRON PLUG– MFG USE ONLY
E	2" MONITOR PIPE WITH MALE NPT END
F	24" x 1/4" PLATE TIGHT BOLT MANWAY WITH 1/8" THICK NEO–CORK GASKET AND "B" IN COVER ON CL
G	6" FEMALE FIREGUARD COUPLING W/ 3" OVERFILL PREVENTION VALVE & 3" DROP TUBE TO WITHIN 6" OF TANK BOTTOM
H	3" MORRISON #715 ASSEMBLED REMOTE FILL PORT BOLTED TO TANK AND PIPED. INCLUDES: PAINTED STEEL OUTER BOX W/ LOCKING FRONT DOOR, 10 GALLON OVERFILL W/ HAND PUMP, CHECK VALVE, BALL VALVE AND FILL ADAPTER & CAP
J	2" FEMALE FG COUPLING
K	3" FEMALE FG COUPLING
L	HTM STD VERTICAL EXTERNAL LADDER, PAINTED SAFETY YELLOW PAINT & SHIPPED LOOSE FOR INSTALLATION ON SITE BY OTHERS (INCLUDES SAFETY SWING GATE)



PROVIDED EQUIPMENT (SHIPPED LOOSE) (INSTALLATION ON SITE BY OTHERS)
(2) 8" FLANGED EMERGENCY VENTS – 8 oz/sq in. (1) 4' X 3" GALVANIZED PIPE (TBE) W/ 2" MUSHROOM VENT (1) #918 CLOCK GAUGE W/ BATTERY OPERATED ALARM
VINYL SIGN PACKAGE
(2) DIESEL PLACARDS (2) "DIESEL" LABEL, (BLACK) 4" HIGH (2) NFPA LABEL DIESEL (2) "NO SMOKING" LABEL (RED) 4" HIGH (2) "COMBUSTABLE" LABEL, (RED) 4" HIGH

DRAWING 2 OF 2

NOTE: ALL RIGHTS RESERVED. THIS DRAWING MUST NOT BE REPRODUCED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF HIGHLAND TANK®. HIGHLAND TANK® SHALL BE RESPONSIBLE ONLY FOR ITEMS INDICATED ON THIS FABRICATION DRAWING UNLESS OTHERWISE NOTED. CUSTOMER IS RESPONSIBLE FOR VERIFYING CORRECTNESS OF SIZE AND LOCATION OF FITTINGS, ACCESSORIES, AND COATINGS SHOWN ON THIS DRAWING.

TOUCH UP OF FINISHED PAINT IS REQUIRED BY INSTALLATION CONTRACTOR. TOUCH UP PAINT SHIPPED WITH TANK.

NOTES:
STRIKER PLATES ARE NOT SUPPLIED ON FIREGUARDS® UNLESS SPECIFIED

△ –

Highland Tank

UNLESS NOTED, TOLERANCES ARE +/– 1"

12,000 GAL 96"ø CYL. FIREGUARD®

PATENT: 5,695,089 PATENT: 5,809,650

CUSTOMER: ATC GROUP
TAMPA, FL.
PROJECT: FORT PIERCE, FL.

QUOTE NO: 437280 CHK'D BY:

SCALE:	DATE:	DWG. BY:	DWG. NO.:
1/4" = 12"	7/2/18	002	107295–2

CITY OF FORT PIERCE, FLORIDA
BUILDING DEPARTMENT
APPLICATION FOR BUILDING PERMIT
(772) 467-3718 FAX (772) 467-3849
building@city-ftpierce.com

PERMIT # 18-2831
FBC (2017) 6th Edition
PIN # 283454

Building Department Project Manager: Kim

*Property Address 52 Savanah Road *Date 8-8-18

Parcel ID# 2422-141-001-000-3 *# of plans submitted 2 * # of CD's submitted 0
(Located on your tax bill)

*Owner Name City of Fort Pierce *Owner Address P.O. Box 1480 Ft. Pierce 34954

Phone # (772) 467 - 3000 Fax # (772) 489 - 3194 Cell # (772) 528 - 3860

Email Address jmcdermott@city-ftpierce.com

***Required Information**

Type of permit FUEL TANK ABOVE GROUND *Valuation $ $160,000.00

*Description of Work: REPLACE EXISTING TWO(2) - 12000 GALS AST WITH NEW, TWO(2) - 12,000 GALS UL-2085 FIREGUARD TANK'S.

Architect: N/A

Phone( ) - Fax ( ) - Email Address

Engineer:

Phone( ) - Fax ( ) - Email Address

***CONTRACTOR/APPLICANT INFORMATION:**

City License # State License # PCC056779

Company Name ATC GROUP SVS LLC Qualifier KIRON SENAPATI

Address 10236 FISHER AVE, SUITE A City/State TAMPA Zip 33619

Phone # (813) 315 - 3452 Fax # (813) 689 - 0974 Cell # (813) 267 - 7660

Email Address KIRON.SENAPATI@ATCGS.COM

Occupancy Construction Type # of Units # of Stories

Sq. Ft. Conditioned Space Total Sq. Ft.

I understand that no building may be occupied until a Certificate of Occupancy/Certificate of Completion has been issued after final inspection by the Building Department and full compliance with the building code, city ordinances, state statutes and other applicable rules and regulations have been satisfied. I am also verifying that all sets of plans submitted are identical.

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for electrical work, plumbing, signs, wells, pools, furnaces, boilers, heaters, tanks, and air conditioners etc.

Owner's Affidavit: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER:
YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.
IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Must be signed by owner/Agent and applicant:

K Senapati
(Signature of contractor)

State of Florida, County of HILLSBOROUGH, FLORIDA

Affirmed to and subscribed before me this 6th AUG, 2018, by KIRON SENAPATI

personally known to me or who has produced as identification.

Notary Signature: Kasie Durden

KASIE MARIE DURDEN
MY COMMISSION # FF 943566
EXPIRES: January 14, 2020
Bonded Thru Budget Notary Services

Notary (print name) Kasie Durden

(Signature of Owner or Agent (including contractor))

State of Florida, County of St. Lucie

Affirmed to and subscribed before me this 7th August 2018, by John Thom McDevitt

personally known to me or who has produced as identification.

Notary Signature: Tysha Williams

TYSHA WILLIAMS
Notary Public – State of Florida
Commission # GG 139531
My Comm. Expires Oct 15, 2021
Bonded through National Notary Assn.

Notary (print name) Tysha Williams

Construction documents must accompany this application. The Florida energy code submitted becomes an integral part of this plan and must pass final inspection. "Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public record of this county, and there may be additional permits required from other governmental entities such as waste management district, state agencies, or federal agencies. "SIGNATURE OF THE APPLICANT MUST BE NOTARIZED. If owner builder, applicant must sign in person. BUILDING PERMIT includes: Building, Electrical, Plumbing, Mechanical, and Sewer only. All other trades require separate applications.

Asbestos compliance: It is the owner's or operator's responsibility to comply with section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

FEE SIMPLE TITLEHOLDER, BONDING COMPANY AND MORTGAGE LENDER INFORMATION IS REQUIRED WHEN THE AGGREGATE VALUE (TOTAL COST OF ALL IMPROVEMENTS AND NOT JUST WORK AUTHORIZED BY THE INDIVIDUAL PERMIT) IS $2500 OR MORE (EXCEPT HVAC REPAIR/REPLACEMENT< $7500). PLEASE ADDRESS ALL ITEMS.

Fee Simple Titleholder's ☐ **Same as Owner**
Name (if other than owner): _____
Address: _____
City: _____ **State:** _____ **Zip:** _____

Bonding Company ☐ **Not Applicable**
Name: _____
Address: _____
City: _____ **State:** _____ **Zip:** _____

Mortgage Lender's ☐ **Not Applicable**
Name: _____
Address: _____
City: _____ **State:** _____ **Zip:** _____

OFFICE USE ONLY

Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)

☐ Yes ☐ No

Flood Zone: _____ Reviewed by: _____ Determination: _____

Permit Fee	$_____	Other _____	$_____	Plan Review Fee	$ 800.-
State Surcharge	$_____	Other _____	$_____	Routing Fee	$_____
Subcontractor	$_____	Flood Review Fee	$_____	Other _____	$_____

Total Amount Due at Issuance $ _____

Remarks Cont. needs to Reg.

Active Code Violation ☐ Yes ☒ No
Case # _____
Case Type _____

Reviewed by _____ Date _____ Final Check _____ Date _____

City Commission Regular Meeting **11.e.**

Meeting Date: 09/04/2018

Re:

SUBJECT:

Approval of contract between the City of Fort Pierce and Benjamin Bryan, Jr. to provide legal services as Interim City Attorney for a period of 90 days.

SUMMARY:

At a special meeting of the City Commission on August 24, 2018, the Commission approved the appointment of Benjamin Bryan, Jr. as Interim City Attorney and directed staff to draft a contract with the assistance of County Attorney, Dan McIntyre.

RECOMMENDATION:

Approve the contract as presented.

ALTERNATIVES:

Do not approve or approve with modifications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Dan McIntyre, County Attorney

Fiscal Impact

OTHER INFORMATION:

The contract requires payment of $14,000.00 per month for the provision of services as Interim City Attorney.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/29/2018 12:09 PM

Form Started By: Linda Cox Started On: 08/27/2018 10:45 AM

Final Approval Date: 08/29/2018

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 4th day of September, 2018, by and between the CITY OF FORT PIERCE, FLORIDA, (the "CITY"), a Florida municipal corporation, and BENJAMIN BRYAN, JR. (the "CONTRACTOR"), with an effective date of August 27, 2018.

WITNESETH:

WHEREAS, the CONTRACTOR is qualified and experienced to perform the duties of City Attorney on an interim basis and has the required knowledge to serve in such position; and

WHEREAS, the CITY is in need of an Interim City Attorney to perform related duties for the City of Fort Pierce; and

WHEREAS, the CONTRACTOR has agreed to provide legal services to the CITY for an interim period of time while the CITY conducts a search for a permanent City Attorney; and

WHEREAS, the CONTRACTOR has agreed to furnish these services to the CITY as an independent contractor for the compensation set forth herein and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. **CONTRACTOR SERVICES:** During a ninety (90) day period, from August 27, 2018 through and including November 25, 2018, the CONTRACTOR will provide legal services to the City of Fort Pierce, for a minimum of thirty (30) hours per week. These services will include representing the City Commission at City Commission meetings during the term of this agreement and managing the City Attorney's office. All of such services should be provided at City Hall in the City Attorney's Office. This agreement may be extended if necessary upon written agreement of both parties.

2. **COMPENSATION:** As compensation for services to be rendered by CONTRACTOR, CITY will pay CONTRACTOR fourteen thousand dollars ($14,000.00) per month, to be paid on or around the 27th day of each month.

3. **INDEPENDENT CONTRACTOR STATUS:** It is understood and agreed that CONTRACTOR is an independent contractor and is not an employee, agent, or representative of CITY. This Agreement does not restrict the CONTRACTOR'S ability to perform the same or similar services for other clients, and CONTRACTOR is free to

contract with any other person, firm, or agency for such services. As such, CONTRACTOR is responsible, where necessary, to secure, at his sole cost, legal malpractice insurance, Workers' Compensation insurance, disability benefits insurance, and any other insurance(s) as may be required or desired. CITY will not provide, nor will it be responsible to pay for, benefits for the CONTRACTOR, including, but not limited to, health insurance, paid vacation, paid holidays or sick leave.

CONTRACTOR shall further be responsible for the payment of all required payroll taxes, whether Federal, State or local in nature, including, but not limited to, income taxes, Social Security taxes, or other payments required by law.

4. **CONFIDENTIALITY AND ETHICS LAWS**: CONTRACTOR will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CONTRACTOR, or divulge, disclose, or communicate in any manner any information that is proprietary of the CITY. CONTRACTOR will comply with State ethics laws that pertain to attorneys representing local government.

5. **TERMINATION OF AGREEMENT:** This Agreement may be terminated at will by the CITY upon seven (7) days written notice or the CONTRACTOR upon thirty (30) days notice agreement whether oral or written. No severance payment shall be due upon termination. This Agreement further supersedes all prior agreements whether oral or understandings.

6. **NOTICES:** All notices required to be served upon the CITY or CONTRACTOR shall be served by hand delivery or first class mail to the following:

CITY:

City of Fort Pierce
c/o Nicholas Mimms, City Manager
100 North US Highway 1
Fort Pierce, FL 34950

CONTRACTOR:

Benjamin Bryan, Jr.
3636 N Milton Road
Fort Pierce, FL 34946

7. **PUBLIC RECORDS:** In accordance with F.S. 119.0701 (2)(b), the CONTRACTOR shall comply with public records laws, to include the following:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LINDA W. COX, CITY CLERK, 772.467.3065, LCOX@CITY-FTPIERCE.COM, 100 N U.S. HIGHWAY 1, FORT PIERCE, FL 34950.

8. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provision shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. **GOVERNING LAW**: This Agreement shall be subject to and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF FORT PIERCE, FLORIDA

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

CONTRACTOR

Ben 2 Bryan Jr
_____
BENJAMIN BRYAN, JR.

APPROVED AS TO FORM
AND CORRECTNESS:

Acting
_____ 8/24/18
CITY ATTORNEY

City Commission Regular Meeting **11.f.**

Meeting Date: 09/04/2018

Re: Alexander - Travel to FLC Policy Committee Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses for Commissioner Rufus Alexander to attend the Florida League of Cities University Workshop and Transportation & Intergovernmental Policy Committee meetings held from September 13-14, 2018 in the amount of $604.50.

SUMMARY:

Approval of travel expenses for Commissioner Rufus Alexander to attend the Florida League of Cities University Workshop and Transportation & Intergovernmental Policy Committee meetings held from September 13-14, 2018 in the amount of $604.50.

RECOMMENDATION:

Approve

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Noemi Rios, Deputy City Clerk

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2018

Amount: 604.50

OTHER INFORMATION:

This account exceeds amount budgeted.

Form Review

Form Started By: Noemi Rios Started On: 08/28/2018 04:02 PM

Final Approval Date: 08/28/2018

City Commission Regular Meeting **11.g.**

Meeting Date: 09/04/2018

Re: Hudson - Travel to FLC Policy Committee Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses for Mayor Linda Hudson to attend the Florida League of Cities University Workshop and Land & Use Development Policy Committee meetings held from September 13-14, 2018 in the amount of $389.76.

SUMMARY:

Approval of the travel expenses for Mayor Linda Hudson to attend the Florida League of Cities University Workshop and Land & Use Development Policy Committee meetings held from September 13-14, 2018 in the amount of $389.76.

RECOMMENDATION:

Approve

ALTERNATIVES:

City Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Noemi Rios, Deputy City Clerk

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2018

Amount: 389.76

OTHER INFORMATION:

This account currently exceeds amount budgeted.

Form Review

Form Started By: Noemi Rios Started On: 08/28/2018 04:21 PM

Final Approval Date: 08/28/2018

City Commission Regular Meeting **11.h.**

Meeting Date: 09/04/2018

Re: Replacing Vievu Body Camera Contract with Axon Body Camera Contract

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SUBJECT:

Approval to replace existing Vievu Body Camera contrat with new Axon Body Camera contract, in the amount not to exceed $450, 001.65. The proposal is a five (5) year term that costs $90,000 per year.

SUMMARY:

In the first quarter of FY2017 the City Commission approved a five year (up to 20 year) contract with the Vievu company to provide the Police Department with body cameras. At the time, Vievu was a part of the Safariland corporation, which is the largest supplier of law enforcement equipment. In June of 2018, the Police Department was notified that the Axon corporation (the manufacture of Tasers) purchased the Vievu company from Sarafiland. Shortly after, Axon offered the Department an upgrade to their current body camera system and offered several body cameras to test. We found the Axon system is superior to the current body camera and requested a proposal. Switching the to a new system was not as simple as changing the cameras, it will require a new platform (software) and a new service agreement.

The Axon five year proposal increases our body camera allotment from 100 (Vievu) to 110 (Axon) while greatly improving technology and function. This is a new five (5) year agreement with a cost of $90,000/year for five years, which is the same as the current Vievu contract it would be replacing.

RECOMMENDATION:

The police department recommends approval for this purchase.

ALTERNATIVES:

The alternative is to deny this proposal.

RESPONSIBLE STAFF:

Robert Ridle, Acting Deputy Chief

COORDINATED WITH:

Acting Lt. Jason Braun and Chief Hobley-Burney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2018
Account:	001.6000.513.6410

Amount: $90,000.00

OTHER INFORMATION:

The payment schedule for the initial five (5) year term is $90,000 per year, with a grant total not to exceed $450,001.65.

Attachments

Body Worn Camera Quote

Sole Source

Purchase Agreement

Form Review

Inbox	Reviewed By	Date
	Linda Cox	08/29/2018 04:37 PM
Stop has been removed	Diane Hobley-Burney	08/29/2018 04:46 PM
Finance Department		
City Manager		
Form Started By: Jason Braun		Started On: 08/29/2018 03:28 PM

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-173259-43313.738TM

Issued: 08/01/2018

Quote Expiration: 08/20/2018

Account Number: 109357

Start Date: 08/15/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Jason Braun
Fort Pierce Police Department - FL
920 S. US 1
Fort Pierce, FL 34950
US

BILL TO
Fort Pierce Police Department - FL
920 S. US 1
Fort Pierce, FL 34950
US

SALES REPRESENTATIVE
Tommi Mann
Phone:
Email: tmann@axon.com
Fax:

PRIMARY CONTACT
Jason Braun
Phone: (772) 461-3820
Email: jbraun@fppd.org

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	21	336.00	303.95	6,382.95
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	140	180.00	180.00	25,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,400	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	110	240.00	231.82	25,500.20
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	10	468.00	179.92	1,799.20
85110	EVIDENCE.COM INCLUDED STORAGE	300	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED	110	288.00	282.89	31,117.90
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	110	499.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	1	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	1	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	110	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	19	42.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	21	1,495.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services					
85144	AXON STARTER	1	2,500.00	0.00	0.00
				Subtotal	90,000.25
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	90,000.25

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	4	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	4	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	4	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	4	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	140	180.00	180.00	25,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,400	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	10	468.00	179.93	1,799.30
85110	EVIDENCE.COM INCLUDED STORAGE	300	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	21	336.00	303.95	6,382.95
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	110	240.00	231.82	25,500.20
80123	EVIDENCE.COM STORAGE, UNLIMITED	110	288.00	282.89	31,117.90
				Subtotal	90,000.35
				Estimated Tax	0.00
				Total	90,000.35

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	140	180.00	180.00	25,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,400	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	10	468.00	179.93	1,799.30
85110	EVIDENCE.COM INCLUDED STORAGE	300	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	21	336.00	303.95	6,382.95
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	110	240.00	231.83	25,501.30
80123	EVIDENCE.COM STORAGE, UNLIMITED	110	288.00	282.88	31,116.80
				Subtotal	90,000.35
				Estimated Tax	0.00
				Total	90,000.35

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	140	180.00	180.00	25,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,400	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	10	468.00	179.93	1,799.30
85110	EVIDENCE.COM INCLUDED STORAGE	300	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	21	336.00	303.95	6,382.95
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	110	240.00	231.83	25,501.30
80123	EVIDENCE.COM STORAGE, UNLIMITED	110	288.00	282.88	31,116.80
				Subtotal	90,000.35
				Estimated Tax	0.00
				Total	90,000.35

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	140	180.00	180.00	25,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,400	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	10	468.00	179.93	1,799.30
85110	EVIDENCE.COM INCLUDED STORAGE	300	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	21	336.00	303.95	6,382.95
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	110	240.00	231.83	25,501.30
80123	EVIDENCE.COM STORAGE, UNLIMITED	110	288.00	282.88	31,116.80
				Subtotal	90,000.35
				Estimated Tax	0.00
				Total	90,000.35

Signal Sidearm - Delivery Product Launch

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
71045	SIGNAL SIDEARM, YEAR 1 PAYMENT	110	120.00	0.00	0.00
71046	SIGNAL SIDEARM, YEAR 2 PAYMENT	110	120.00	0.00	0.00
71048	SIGNAL SIDEARM, YEAR 3 PAYMENT, FULL	110	120.00	0.00	0.00
71049	SIGNAL SIDEARM, YEAR 4 PAYMENT	110	120.00	0.00	0.00
71050	SIGNAL SIDEARM, YEAR 5 PAYMENT	110	120.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Data Migration - Optional

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services					
80150	EVIDENCE.COM DATA INGRESS - SERVICE FEE	1	15,000.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00
				Grand Total	**450,001.65**

Discounts (USD)

Quote Expiration: 08/20/2018

List Amount	630,663.00
Discounts	180,661.35
Total	**450,001.65**

Total excludes applicable taxes and shipping

Summary of Payments

Payment	Amount (USD)
Year 1	90,000.25
Spares	0.00
Year 2	90,000.35
Year 3	90,000.35
Year 4	90,000.35
Year 5	90,000.35
Signal Sidearm - Delivery Product Launch	0.00
Data Migration - Optional	0.00
Grand Total	**450,001.65**

Notes

The parties agree that the customer's existing Vievu Solution contract, signed October of 2016, will be cancelled and consumed upon signature of this quote. Upon cancellation, this quote will reflect all future invoicing between Axon and the Customer.

If the customer elects to migrate data generated by Vievu devices from Vievu Solution into Evidence.com, the storage of Vievu data will be included in the customer's unlimited data plan and will not be an additional cost to the customer. If the customer elects to have their Vievu data migrated to Evidence.com, Axon will perform the migration service within 6 months of migration tool availability. If the customer elects to not have their data migrated into Evidence.com, the customer will have 12 months from the start date of this quote to remove their data from Vievu Solution.

Axon's estimated timeline for shipment of hardware in 6-8 weeks from the date of signature.

Axon's signal sidearm device is not available for immediate shipment and is expected to be available in 2018.

Upon delivery and deployment of Axon body cameras, customer agrees to remove Vievu hardware from circulation. Customer agrees to either certify the cameras will be removed from circulation or return all Vievu hardware to Axon.Undo

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Tommi Mann at tmann@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-173259-43313.738TM

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Title: {Title}
Department: {Department}
Version: {Version}
Release Date: {Release Date}

Title: {Title}
Department: {Department}
Version: {Version}
Release Date: {Release Date}

17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

February 7, 2018

To: ***Fort Pierce Police Department***

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Electrical Weapons, Axon brand products, and Evidence.com Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products for the agency identified in this letter.

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data

interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for CEWs:
   - X2 - 4-year extended warranty, item number 22014
   - X26P - 2-year extended warranty, item number 11008
   - X26P - 4-year extended warranty, item number 11004

3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
   - 15-foot Model: 34200
   - 21-foot Model: 44200
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 44203
   - 35-foot Model: 44206

4. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
   - 15-foot Model: 22150
   - 25-foot Model: 22151
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157
   - 35-foot Model: 22152

5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
   - TASER CAM HD replacement battery Model: 26764
   - TASER CAM HD Download Kit Model: 26762
   - TASER CAM HD optional 4-year extended warranty, item number 26763

6. Power Modules (Battery Packs) for X26P and X2 CEWs:
   - Performance Power Magazine (PPM) Model: 22010
   - Tactical Performance Power Magazine (TPPM) Model: 22012

- Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
- eXtended Performance Power Magazine (XPPM) Model: 11010
- eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
- Axon Signal Performance Power Magazine (SPPM) Model: 70116

7. TASER Dataport Download Kits:
   - Dataport Download Kit for the X2 and X26P Model: 22013

8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

9. CEW Holsters:
   - Right-hand X2 holster by BLACKHAWK Model: 22501
   - Left-hand X2 holster by BLACKHAWK Model: 22504
   - Right-hand X26P holster by BLACKHAWK Model: 11501
   - Left-hand X26P holster by BLACKHAWK Model: 11504

10. TASER Simulation Suit II Model 44550

Axon Digital Evidence Solution Description

Axon Flex 2 Video Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-

camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)
- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor
- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution
- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Signal Technology
- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock
- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System
- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed

- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon Convert Application (Formerly Amped DVRConv)

- Video file format converter.
- Allows users to convert unplayable video file formats (e.g., proprietary CCTV) into playable file formats that can later be exported to Evidence.com

- Maintains original video file, produces an output file, and generates a report documenting the conversion process.

Axon Detect (Formerly Amped Authenticate)

- Photo analysis software for forensic image authentication and tamper identification
- Several tools are available to determine whether an image can be trusted and thus accepted as evidence and verify if a photo has been taken from a specific device

Axon Five (Formerly Amped FIVE)

- Image and video enhancement software.
- Users can analyze crime scene photos, enhance surveillance and bodyworn video with a workflow compatible with forensic needs and constraints
- Meets evidence code in all 50 states as well as US Federal and Canada

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

Axon Brand Model Numbers

1. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
2. Axon Flex 2 Controller Model: 11532
3. Axon Flex 2 USB Sync Cable Model: 11534
4. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
5. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
   - Universal Helmet Mount Model: 11548
6. Axon Body 2 Camera Model: 74001
7. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
   - Z-Bracket, Men's, Axon RapidLock Model: 74018
   - Z-Bracket, Women's Axon RapidLock Model: 74019
   - Magnet, Flexible, Axon RapidLock Model: 74020
   - Magnet, Outerwear, Axon RapidLock Model: 74021
   - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
   - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
   - MOLLE Mount, Single, Axon RapidLock Model: 11507
   - MOLLE Mount, Double, Axon RapidLock Model: 11508
   - Belt Clip Mount, Axon RapidLock Model: 11509
8. Axon Fleet Camera Model: 74001
9. Axon Signal Unit Model: 70112
10. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

Axon Product Packages

1. **Officer Safety Plan:** includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and

storage. See your Sales Representative for further details and Model numbers.

2. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)

3. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.

4. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to received unlimited cartridges and batteries.

5. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

The 'Delta Axon' logo, Axon, Axon Body, Axon Body 2, Axon Dock, Axon Fleet, Axon Flex, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Signal, Axon Signal Sidearm, Axon Signal Vehicle, Evidence.com, Smart Cartridge, Trilogy, TASER CAM, X2, X26P, TASER and the 'Bolt within Circle' logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products, and all subsequent quotes for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.

3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible

for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties.**

7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 **Warranty Limitations.**

7.2.1 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.

7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

7.2.3 **Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory**.

7.3 **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload

the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 **Product Warnings.** See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 **Insurance.** Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 **Indemnification.** Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

13 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact

with or on the Evidence.com Service.

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 **Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

16.6 **No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

16.7 **Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

16.8 **U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

16.9 **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

16.10 **Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

16.11 **No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

16.12 **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

16.13 **Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 **Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency:

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Agency

Signature: _____
Name: _____
Title: _____
Date: _____

Evidence.com Terms of Use Appendix

1 **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4 **Evidence.com Data Security.**

4.1. Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in

the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

5 **Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

6 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

7 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.

8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

8.1. The Termination provisions of the Master Service Agreement apply;

8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

9 **Software Services Warranty**. Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10 **License Restrictions**. Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a)

permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

11 **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

12 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

2.1. The Full Service Package for the Axon and Evidence.com related Services includes 4 consecutive days of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which on-site services are appropriate. If more than 4 consecutive days of on-site services are needed, additional on-site assistance is available for $7,000 per week (4 consecutive days) or $2000 per day. The full set of service options includes:

System set up and configuration • Setup Axon View on smartphones (if applicable). • Configure categories & custom roles based on Agency need. • Register cameras to Agency domain. • Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • One on-site session included.
Dock configuration • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. • Authenticate Dock with Evidence.com using "admin" credentials from Agency. • On-site assistance included
Best practice implementation planning session • Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies. • Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. • Provide referrals of other agencies using the Axon camera products and Evidence.com Service • Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies.
End user go live training and support sessions Assistance with device set up and configuration. Training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review session

2.2. The Axon Starter Package includes one day of on-site services and a professional services manager that will work closely with the Agency to assess the Agency's deployment scope and determine which services are appropriate. If more than one (1) day of on-site services is needed, additional on-site assistance is available for $2,000 per day. The Axon Starter Package options include:

System set up and configuration • Setup Axon Mobile on smart phones (if applicable). • Configure categories & custom roles based on Agency need. • Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • Virtual assistance included.
Dock configuration • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. • Authenticate Dock with Evidence.com using "Administrator" credentials from Agency. • Virtual assistance included.
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations.
End user go live training and support sessions • Assistance with device set up and configuration. • Training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

The Axon body camera Virtual Starter package includes all items in the Axon Starter Package, except one day of on-site services.

2.3. The Package for the CEW-related Services are detailed below:

System set up and configuration • Configure Evidence.com categories & custom roles based on Agency need. • Troubleshoot IT issues with Evidence.com. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • Register users and assign roles in Evidence.com. • **For the Full Service Package**: On-site assistance included • **For the Starter Package:** Virtual assistance included
Dedicated Project Manager Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.
Best practice implementation planning session to: • Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies. • Discuss importance of entering metadata for organization purposes and other best practice for digital data management. • Provide referrals to other agencies using the TASER CEW Products and Evidence.com Service. • **For the Full Service Package:** On-site assistance included • **For the Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Evidence.com Instructor training • Axon's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs. • **For the Full Service Package:** Training for up to 3 individuals at the Agency • **For the Starter Package:** Training for up to 1 individual at the Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.

Post go live review session For the Full Service Package: On-site assistance included. For the Starter Package: Virtual assistance included.

3 **Officer Safety Plan (OSP) Full Service and Starter Service.** The Package for OSP Full Service includes both the Axon Full Service and CEW Full Service items. The Package for OSP Starter Service includes both the Axon Starter Service and CEW Starter Service items.

4 **Smart Weapon Transition Service**. The Package for Smart Weapon Transition service includes the following:

Archival of Firing Logs Axon's on-site professional services team will upload firing logs to Evidence.com from all TASER CEW Smart Weapons that the Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide the Agency with a Certificate of Destruction

5 **Body Worn Camera Virtual Add-on Services.** The Agency may purchase Virtual add-on classes for both end users and support staff. The Virtual Add-on User class will include one deployment planning conference call and one virtual administrative training via WebEx.

6 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.

7 **Delivery of Services.**

7.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.

7.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

8 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

9 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by

Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

10 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

11 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data, even if such damage, loss, or corruption is due to Axon's negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency Software and Data from any cause.

TASER Assurance Plan Appendix

The TASER Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

1 **TAP Warranty Coverage**. TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

2 **TAP Term**. The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

3 **SPARE Product**. Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.

4 **Officer Safety Plan (OSP)**. The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the CEW, battery and holster by providing a $0 purchase order. At the time elected to receive the CEW, the Agency may choose from any CEW model available as of the Effective Date of this Agreement. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

5 **TAP Upgrade Models**. Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

6 **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again, 5 years after the TAP Term begins.

6.1. **TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.

6.2. **OSP or Unlimited TAP**. If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

7 **TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.

8 **TAP for CEWs.** TAP for CEWs is a 5 year term. If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**). The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

If the Agency would like to change product models for the CEW Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered CEW Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered CEW Upgrade Model.

To continue TAP coverage for the CEW Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

9 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

9.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

9.2. Axon will not and has no obligation to provide the free upgrades.

9.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

9.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

9.5. **Termination of TAP for CEWs.** In addition to the above, if the Agency terminates TAP for CEWs, the below also applies:

9.5.1. If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any Axon products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.

9.5.2. If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.

9.5.3. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a $100 cancellation fee for each Covered Product.

Axon Commander™ Software Appendix

If Axon Commander is included on the Quote, this Axon Commander Appendix applies. The Axon Commander Software (**Commander**), all executable instructions, images, icons, sound, and text incorporated in Commander, is owned by Axon and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Axon.

1. **License Grant**. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander, where "use" and "using" in this Agreement mean storing, loading, installing, or executing Commander exclusively for data communication with an Axon product. The term of the license will be detailed in the Quote. The Agency may use Commander in a networked environment on computers other than the computer on which Commander is installed provided that each execution of Commander is for data communication with an Axon product. The Agency may make copies and adaptations of Commander for archival purposes only. When copying or adaptation is an essential step in the authorized use of Commander, the Agency shall retain all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations.

2. **License Restrictions**. The Agency may not use Commander in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Commander; (b) reverse engineer, disassemble, or decompile Commander or apply any other process or procedure to derive the source code of Commander, or allow any others to do the same; (c) access or use Commander in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Commander in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Commander, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Commander; (g) access Commander in order to build a competitive product or service or copy any features, functions or graphics of Commander; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Commander and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any of Axon's affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Commander.

3. **Support**. Axon may make available updates and error corrections (collectively, "Updates") to Commander. Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Commander. At its sole discretion, Axon may provide technical support for the current and prior release(s)/version(s) of Commander for a period of six (6) months following the date the subsequent release/version is made generally available.

4. **Termination**. This Agreement will continue for the duration of Axon's copyright in Commander, unless earlier terminated as provided in this Agreement. Axon may terminate Agency's license immediately without notice to Agency for its failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Commander, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

Axon Integration Services
Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.

2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

4 **Delivery of Integration Services**.

4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.

4.2. **Changes to Services**. Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:

5.1. Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);

5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;

5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);

5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;

5.5. Promptly installing and implementing any and all software updates provided by Axon;

5.6. Ensuring that all appropriate data backups are performed;

5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;

5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;

5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and

5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

6 **Authorization to Access Computer Systems to Perform Services**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Forensic Suite Software Appendix

If Axon Forensic Software is included on the Quote, this Axon Forensic Software Appendix applies. The Axon Forensic Suite including Axon Convert, Axon Five and Axon Detect (**Axon Forensic**), including all executable instructions, images, icons, sound, and text incorporated in Axon Forensic, is owned by Amped Software SRL (**Amped**) and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Amped.

1. **License Grant**. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Forensic, where "use" and "using" in this Agreement mean storing, loading, installing, or executing Axon Forensic exclusively for data communication with an Amped or a Axon product. Axon Forensic may be used in a networked environment on computers other than the computer on which Axon Forensic is installed provided that each execution of Axon Forensic is for data communication with an Amped or an Axon product. Copies and adaptations of Axon Forensic may be made for archival purposes and when copying or adaptation is an essential step in the authorized use of Axon Forensic provided that the Agency retains all copyright, trademark, and proprietary notices in the original Axon Forensic on all copies or adaptations. The Agency may copy the written materials accompanying Axon Forensic.

2. **License Restrictions**. The Agency may not use Axon Forensic in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Axon Forensic; (b) reverse engineer, disassemble, or decompile Axon Forensic or apply any other process or procedure to derive the source code of Axon Forensic, or allow any others to do the same; (c) access or use Axon Forensic in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Axon Forensic in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Axon Forensic, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Axon Forensic; (g) access Axon Forensic in order to build a competitive product or service or copy any features, functions or graphics of Axon Forensic; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Amped or Axon licensors on or within Axon Forensic or any copies of Axon Forensic. All licenses granted to the Agency in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Axon Forensic and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any Axon affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Axon Forensic.

3. **Support**. The Agency acknowledges that Axon offers no guarantee of support or maintenance for Axon Five until purchased. Once purchased, Axon will offer support of Axon Five for one year at support@axon.com. On or before the one-year anniversary of purchase, the Agency may purchase additional years of support at current pricing. Should no support package be purchased, ongoing support and updates are discontinued by Amped for product, even though the Agency license remains valid for perpetual use.

4. **Remedies**. THE AGENCY'S EXCLUSIVE REMEDY IS, AT AXON'S SOLE OPTION, REPAIR OR REPLACEMENT OF AXON FORENSIC OR REFUND OF PART OR ALL OF THE LICENSE FEE, IF ANY, PAID BY THE AGENCY FOR AXON FORENSIC.

5. **Termination**. This Agreement will continue for the duration of Amped's copyright in Axon Forensic, unless earlier terminated as provided in this Agreement. Axon may terminate the license immediately without notice for failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Axon Forensic, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

6. **Export Controls (U.S. and Canada Only)**. EXPORT OF AXON FORENSIC IS PROHIBITED. AXON FORENSIC MAY NOT BE EXPORTED WITHOUT THE PRIOR EXPRESSED WRITTEN APPROVAL OF AXON. UNAUTHORIZED EXPORT OF AXON FORENSIC IS PROHIBITED BY AXON AND CONSIDERED A VIOLATION OF LICENSE AGREEMENT.

Axon Interview Room Appendix

If Axon Interview Room is included on the Quote, this Axon Interview Rom Appendix applies.

1 **Axon Interview Room Evidence.com Subscription Term**. The Evidence.com Subscription for Axon Interview Room (**Interview Room Subscription**) will begin after the first shipment of the Axon Interview Room hardware. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.

2 **Statement of Work**. The Axon Interview Room Statement of Work (**Interview Room SOW**) attached to this Appendix will detail Axon's respect to the professional services deliverables. Axon is responsible to perform only the services described in this Interview Room SOW. Any additional services discussed or implied that are not defined explicitly by the Interview Room SOW will be considered outside the scope of this Agreement. Axon may subcontract any part of the Interview Room SOW to a qualified subcontractor.

3 **Axon Interview Room Warranty**. Axon Interview Room Products are covered under the applicable manufacturer's warranty.

3.1. Warranty Returns. The terms and conditions in the "Warranty Returns" section of the main body of the MSPA apply to warranty returns related to Hardware Maintenance.

3.2. Product Repair or Replacement. If Axon determines that a valid warranty claim is received within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware that is damaged as a result of intentional or deliberate damage.

4 **Hardware Maintenance Warranty Coverage**. If the Agency purchased Axon Interview Hardware Maintenance warranty coverage, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term purchased in the Quote (**Hardware Maintenance Term**). The Hardware Maintenance Term start date begins upon the Agency's receipt of the hardware covered under the Hardware Maintenance. Hardware Maintenance only applies to the Axon Interview Room hardware listed in the Quote. The Agency may not buy more than one Hardware Maintenance for any one covered Product. Hardware Maintenance includes the extended warranty coverage described in the current hardware warranty. Hardware Maintenance warranty coverage starts at the beginning of the Hardware Maintenance Term and continues throughout the Hardware Maintenance Term and as long the Agency continues to pay the required annual fees for Hardware Maintenance.

4.1. Hardware Maintenance Termination. If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Axon will provide notification that Hardware Maintenance coverage is terminated. Once Hardware Maintenance coverage is terminated for any reason, then:

4.1.1. Hardware Maintenance coverage will terminate as of the date of termination and no refunds will be given.

4.1.2. Axon will not, and has no obligation to, provide future support or services for the hardware covered by Axon Interview Room Hardware Maintenance.

5 **Support**. Axon will provide remote customer service for troubleshooting hardware issues. In the event Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician for support.

6 **Axon Interview Unlimited**. For use of an Axon Interview Room Unlimited Evidence.com License,

unlimited data may be stored as part of the Axon Interview Room unlimited storage only if the data originates from Axon Interview Room hardware.

Axon Fleet
Appendix

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

1 **Axon Fleet Evidence.com Subscription Term**. The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.

2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.

3 **CradlePoint**. If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warrantied under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.

4 **Statement of Work**. If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.

5 **Warranty Coverage**. Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.

5.1. If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.

5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.

5.3. If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 **Fleet Wireless Offload Service.**

6.1. **License Grant**. Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in

this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.

6.2. **License Start Date**. The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.

6.3. **License Restrictions**. The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.

6.4. **Updates**. If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.

6.5. **Fleet WOS Support**. If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

7 **Axon Fleet Unlimited Storage**. For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

8 **Axon Fleet Unlimited**. Axon Fleet Unlimited is a 5-year term. If the Agency purchases Axon Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty. Axon will also provide the Agency with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product, at Axon's sole option (**Axon Fleet Upgrade Model**) 5 years after the start of the Axon Fleet Subscription. The Agency may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the Agency would like to change product models for the Axon Fleet Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Axon Fleet Upgrade Model and the MSRP for the model desired. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

9 **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:

9.1. Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.

9.2. Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.

9.3. The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are

returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

9.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

Signal Sidearm
Appendix

Signal Sidearm is an optional purchase the Agency may make. If Signal Sidearm is included on the Quote, this Signal Sidearm Appendix applies.

1 **Signal Sidearm Term**. The Signal Sidearm start date is based upon the shipment date of Signal Sidearm. If the shipment of the hardware occurred in the first half of the month, then the Signal Sidearm Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Signal Sidearm Term starts on the 15th of the following month. The Signal Sidearm Term length is 30 months from date of shipment.

2 **Signal Sidearm Warranty Coverage**. The Signal Sidearm includes the extended warranty coverage described in the current hardware warranty. Signal Sidearm warranty coverage starts at the end of the Hardware Limited Warranty term and continues for the Signal Sidearm Term.

Axon will provide the Agency with two extra batteries for each Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Signal Sidearm Term, the Agency may request the batteries through Axon's RMA process.

3 **Third Party Holster Warranty**. Axon provides an additional limited warranty on third party holsters used in conjunction with the Signal Sidearm. As such, for a period of one (1) year from the date of shipment of Signal Sidearm to Agency, Axon will provide a credit based on the MSRP of the holster to the Agency for damage caused to the holster directly by Signal Sidearm, other than holster installation points and ordinary wear and tear, up to a maximum of $150.00, provided that (a) the Agency has a valid warranty claim for the holster and (b) the third party manufacturer will not honor the warranty claim due to Signal Sidearm voiding the Agency's holster warranty. Axon reserves the right to validate compliance with the above.

This warranty is subject to the proper use and installation of the Signal Sidearm as detailed in the Axon Signal Sidearm Assembly Guide. As such, Axon will not be responsible and this limited warranty does not extend to the repair, replacement or warranty of a holster used in conjunction with the Signal Sidearm that incurs damage not directly caused by use of the Signal Sidearm. Use of the Signal Sidearm with accessories, peripheral equipment and other products of a similar type, condition and standard other than prescribed by the holster manufacturer or Axon will void this warranty. Please refer to the manufacturer for information on your holster warranty. Axon disclaims all other warranties, express or implied.

4 **Spare Product**. Axon will provide a predetermined number of spare Signal Sidearm units for those hardware items and accessories listed in the Quote (**Spare Signal Sidearm Units**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Signal Sidearm Units is utilized, and Axon will repair the non-functioning unit or replace with a replacement product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the warranty coverage, during the Signal Sidearm Term with the same product or a like product, at Axon's sole option.

5 **Signal Sidearm Termination.** If an invoice for Signal Sidearm is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate Signal Sidearm. Once Signal Sidearm coverage is terminated for any reason, then:

5.1. If Signal Sidearm is terminated before the end of the term, then (a) the Agency will be invoiced for the remainder of the MSRP for the Signal Sidearm products received and not already paid as part of the Signal Sidearm before the termination date; or (b) only in the case of termination for non-appropriations, return the Signal Sidearm products to Axon

within 30 days of the date of termination.

5.2. Signal Sidearm warranty coverage, as well as the third party holster warranty coverage, will terminate as of the date of termination and no refunds will be given.

5.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Signal Sidearm Units provided by Axon. If the Spare Signal Sidearm Units are returned within 30 days of the Spare Signal Sidearm Units invoice date, credit will be issued and applied against the Spare Signal Sidearm Units invoice.

Axon Application Programming Interface Appendix

If Axon Application Program Interface (**API**) add-on is on the Quote, this Axon Application Programming Interface applies.

1 Definitions.

"**API Client**" means the software that acts as the interface between the Agency's computer and the server, which is already developed or to be developed by the Agency.

"**API Interface**" means the software (interconnectivity) implemented by the Agency to configure the Agency's independent API Client Software to operate in conjunction with the API Service for the Agency's authorized Use.

"**Evidence.com Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in the Agency's Evidence.com account or integrate the Agency's Evidence.com account with other systems.

"**Use**" means any operation on the Agency's data that is enabled by the supported API functionality.

2 Purpose and License.

2.1. The Agency may use the API Service, and data made available through the API Service, in connection with an API Client developed by the Agency. Axon may monitor the Agency's use of the API Service to ensure quality, improve Axon products and services, and verify compliance with this Agreement. The Agency agrees to not interfere with such monitoring or obscure from Axon the Agency's use of the API Service. The Agency will not use the API Service for commercial use without Axon's prior written approval. The Agency must purchase API licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

2.2. Axon grants the Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term of this Agreement to use the API Service, solely for the Agency's Use in connection with the Agency's API Client.

2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 API Configuration.

3.1. The Agency will work independently to configure the Agency's API Client with the API Service for the Agency's applicable Use.

3.2. In order to access the API Service, the Agency will be required to provide certain information (such as identification or contact details) as part of the registration process. Any registration information provided to Axon must be accurate. The Agency will inform Axon promptly of any updates. Upon the Agency's successful registration, Axon will provide documentation outlining relevant API Service information.

4 Agency's Responsibilities. When using the API Service, the Agency and its end users may not:

4.1. use the API Service in any way other than as expressly permitted under this Agreement;

4.2. use in any way that results in, or could result in, any security breach with respect to Axon;

4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Products and Services;

4.4. interfere with, modify, disrupt or disable features or functionality of the API Service or the servers or networks providing the API Service;

4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the API Service or any related software;

4.6. create an API Interface that functions substantially the same as the API Service and offer

it for use by third parties;

4.7. (i) provide use of the API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the API Service, (ii) "frame" "mirror" the API Service on any other server, or wireless or Internet-based device, or (iii) otherwise make available to a third party, any token, key, password or other login credentials to the API Service; or

4.8. take any action or inaction resulting in illegal, unauthorized or improper purposes.

5 **API Content**. All content related to the API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including but not limited to: (i) the design, structure and naming of the API Service fields in all responses and requests; (ii) the resources available within the API Service for which the Agency takes actions on, such as evidence, cases, users, reports, etc.; (iii) the structure of and relationship of the API Service resources; and (iv) the design of the API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither the Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time, to better serve the Agency ("**API Update**"). The Agency is required to implement and use the most current version of the API Service and to make any applicable changes to the Agency's API Client that are required as a result of such API Update. API Updates may adversely affect the manner in which the Agency's API Client access or communicate with the API Service or the API Interface. Each API Client must contain means for the Agency to update the API Client to the most current version of the API Service. Axon will provide support for a one (1) year period following the release of an Update for all depreciated API Service versions.

Advanced User Management Appendix

If Axon Advanced User Management is on the Quote, this Advanced User Management Appendix applies.

1 **Scope**. Advanced User Management allows the Agency to (i) utilize bulk user creation and management; (ii) automate user creation and management through System for Cross-domain Identity Management (SCIM); and (iii) automate group creation and management through SCIM.

2 **Pricing.** The Agency must purchase Advanced User Management for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

3 **Advanced User Management Configuration**. The Agency will work independently to configure the Agency's Advanced User Management for the Agency's applicable Use. Upon request, Axon will provide general guidance to the Agency, including documentation that details the setup and configuration process.

Axon Third Party Data Ingestion Services Appendix

1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Data Ingestion Services**), whichever is first.

2 **Scope of Data Ingestion Services.** The Agency currently has third party data outside of Evidence.com (**Third Party Data**) that the Agency desires to store in Evidence.com. The project scope will consist of Axon transferring and ingesting the Agency's Third Party Data into Evidence.com. Axon will run a SHA on all Third Party Data. Axon will then transfer the data to cloud storage, and then run a hash on the Third Party Data to confirm it is the same. Once this is confirmed, Axon will extract, transform, and load the Third Party Data into Evidence.com.

Axon is responsible to perform only the Data Ingestion Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

3 **Pricing.** All Data Ingestion Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote.

4 **Delivery of Data Ingestion Services**.

4.1. **Project Management**. Axon will assign a Project Manager that will provide the expertise to execute a successful ingestion. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. The Project Manager will work closely with the Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.

4.2. **Changes to Services**. Changes to the scope of the Data Ingestion Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3. **Warranty.** Axon warrants that it will perform the Data Ingestion Services in a good and workmanlike manner.

5 **Agency's Responsibilities.** Axon's successful performance of the Data Ingestion Services depends upon the Agency's:

5.1. Making available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access if possible);

5.2. Providing access to the building facilities and where Axon is to perform the Data Ingestion Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Data Ingestion Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Data Ingestion Services);

5.3. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Data Ingestion Services;

5.4. Ensuring that all appropriate data backups are performed;

5.5. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Data Ingestion Services;

5.6. Notifying Axon of any network or machine maintenance that may impact the performance of the Data Ingestion Services; and

5.7. Ensuring the reasonable availability by phone or email of knowledgeable staff and

personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Data Ingestion Services).

, AXON, Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved.
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City Commission Regular Meeting **11.i.**

Meeting Date: 09/04/2018

Re: Proposal/Engagement Letter

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Acceptance of Proposal/Engagement Letter from Colin Baenziger & Associates to provide City Attorney recruitment services for an amount not to exceed $23,500.

SUMMARY:

At the August 24, 2018 special meeting, the City Commission accepted the resignation of City Attorney James M. Messer and directed staff to procure the services of a local government management employment consultant for the purpose of selecting and hiring a professional in-house city attorney.

The projected completion date for the hiring of a city attorney is December 2018.

RECOMMENDATION:

Staff recommends the acceptance of the Proposal/Engagement Letter from Colin Baenziger and Associates. Mr. Baezinger has successfully provided professional qualified candidates for three positions previously.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2018

Account: 001-1400-514-34-90

Amount: $23,500

OTHER INFORMATION:

Funds are available in the City Attorney's Office budget.

Attachments

Colin Baenziger & Associates Proposal/Engagement Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/29/2018 04:48 PM

Form Started By: Jennifer Robinson Started On: 08/29/2018 04:00 PM

Final Approval Date: 08/29/2018

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

August 29, 2018

The Honorable Mayor Linda Hudson, and Commissioners Rufus J. Alexander, III, Jeremiah Johnson, Thomas K. Perona, and Reginald B. Sessions
c/o Mr. Nicholas Mimms, City Manager
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, FL 34950

RE: Proposal / Engagement Letter to Provide City Attorney Recruitment Services

Dear Mayor Hudson, and Commissioners Alexander, Johnson, Perona, and Sessions:

I would first like to thank you for the opportunity to present this engagement letter to assist the City of Fort Pierce (hereafter the City) in the search for its next City Attorney.

Section A: Work Plan

The following outlines the process Colin Baenziger & Associates will undertake. The process is explained in more detail in Attachment A:

Phase I: Needs Assessment / Information Gathering

- Meet or discuss (by telephone) with key officials and gather the information needed to:
  - Develop a description of the ideal candidate,
  - Learn the issues the next City Attorney will face,
  - Understand what compensation package the City is prepared to offer, and
  - Finalize a project schedule.

- Develop materials we can utilize to recruit candidates.

Phase II: Candidate Recruitment

- Actively search for, identify, and recruit outstanding candidates whom we feel are best suited for the position.

Phase II (continued)

- Distribute the recruiting materials to appropriate publications and websites, including our own.

- Consult our database of strong candidates, contact them and encourage them to apply.

- E-mail the advertisement to our data base of local government attorneys.

Phase III: Candidate Review and Selection of Finalists

- Resumes will be screened and we will narrow the list to the approximately six to ten semi-finalists who we believe are most qualified.

- We will conduct thorough reference and background investigations on the selected semi-finalists. It should be noted that, when we conduct our investigations, we do not simply accept the references the candidates suggest. We tell the candidates whom we want to speak with. These might include elected officials, representatives of the local press, community leaders, peers, and subordinate employees. Our goal is to get comments from six to ten references. We also conduct criminal, civil, driver license, media, and credit checks, and we verify employment history and education. We believe these should be done early in the process to avoid embarrassment after a selection has been made.

- We will verify that the candidates are licensed or can readily obtain a license to practice law in Florida.

- We will recommend three to seven top candidates to the City. We will review these candidates with the Commission. Along with our recommendation, we will provide the results of our background work electronically.

- We will coordinate the process the Commission uses to select the candidates it desires to interview.

Phase IV: Interviews and Selection

- We will coordinate the interview process and attend the actual interviews.

- We will suggest a series of interview questions to assist the Commission in evaluating the finalists.

- Once the interviews are completed, we will provide any additional information the City may wish and assist in any way the City desires in making the final determination.

Phase V: Employment Negotiation

- If requested, we will provide assistance in the negotiation of a contract with the selected candidate.

Our work will be completed within 90 days of the execution of the engagement letter unless the City requests the period be extended.

Section B: Principal Staff to Be Assigned to the Recruiting Effort

- Colin Baenziger, Principal and Owner will serve as the Project Manager for the recruitment effort, and
- David Collier, Senior Vice President, will serve as Assistant Project Manager.
- Rick Conner, Senior Vice President, will serve as the Recruitment Manager.

Section C: Fee

Firm, fixed price of $23,500, which includes all expenses, except those associated with bringing the candidates for the interviews. Bills will be rendered as the search progresses and due at the end of each phase as follows:

Phase	Cost
I. Needs Analysis / Information Gathering	$ 500
II. Recruiting	11,000
III. Candidate Screening	9,500
IV: Coordination of Interviews and Attorney Selection	1,500
V: Contract Negotiation & Warranty	1,000

Section D: Warranty

Provided the elected officials select from among the candidates we recommend, we warrant the following:

- We will not approach the selected candidate for any other position as long as the individual is employed as your City Attorney.

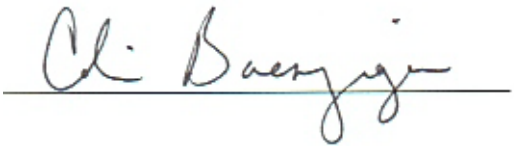
- If the selected individual leaves for any reason other than an act of God (for example, total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.

- If you are not satisfied with any of the candidates we present, CB&A will repeat the search until you are satisfied.

- Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

Assuming the City agrees that this letter provides a basic understanding of the work to be performed in this engagement, please indicate the City's acceptance by signing below so that we can begin our efforts

Sincerely,



Colin Baenziger
Principal

For the City:

Signature	Title	Date

Draft Project Schedule - Fort Pierce City Attorney

Phase I: Needs Assessment / Information Gathering

September 4, 2018	CB&A begins discussions with the City Officials holders to understand the job and its challenges.
September 11, 2018	CB&A submits the draft of the full recruitment profile to the City for its review. Comments will be due September 18th

Phase II: Recruiting

September 21, 2018	CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 13,400 local government professionals.
October 19, 2018	Closing date for submission of applications.
October 24, 2018	CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

November 19, 2018	CB&A forwards its candidate report and materials to the City. These will include the candidates' resumes, the candidate introduction, and the results of our reference, background and Internet/newspaper archives checks.
November 26, 2018	CB&A meets with the City Commission to select finalists.

Phase IV: Interview Process Coordination and City Attorney Selection

December 6, 2018	City holds reception for the finalists.
December 7, 2018	One-on-one and full City Council Interviews and decision.

Phase V: Negotiation, Warranty & Continuing Assistance

CB&A works with City representatives and the selected candidate on an employment agreement.

City Commission Regular Meeting **12.a.**

Meeting Date: 09/04/2018

Re: Quasi Judicial Hearing - Ordinance 18-023 - Affirming the Prior Approval for the Planned Development Mayfair at Lawnwood

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SUBJECT:

Quasi Judicial Hearing - Ordinance 18-023 - Affirming the Prior Approval for the Planned Development Mayfair at Lawnwood -
Parcel IDs 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3 - FIRST READING

SUMMARY:

On November 21, 2016, the City Commission heard the Mayfair at Lawnwood Planned Development (PD) Application. The adjacent Homeowner's Association (Village of Lawnwood) had previuosly contest the development and at the meeting, both parties proclaimed a resolution. The City Commision approved the PD for Mayfair at Lawnwood with the understanding that the resolutions between both parties would be memorialized in writing and subsequently become a part of the development order, the Ordinance. The agreement was recorded in February of 2018 and the developer also requested and was granted an extension of the prior approval. This item now completes the final step, incorporating the agreement into the Ordinance. The Original site plan and other applicaiton materials previously submitted may be found in the Agenda package of November 21, 2016. All files attached are updated plans that reflect the negotiated agreement. With the execution of the Ordinance, the PD will have a new expiration date of September 4, 2020.

RECOMMENDATION:

Approval of Ordinance 18-023

ALTERNATIVES:

Provide Staff with an alternate direction.
Deny

RESPONSIBLE STAFF:

Rebecca Grohall, AICP

COORDINATED WITH:

Jim Messer, City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2018
OTHER INFORMATION:

If approved and developed, this project will add to the Ad Valorem tax base of the City.

Attachments

City Approval Nov 21 2016
Mayfair Site Plan
Owner's Authorization
Ordinance 18-023
Certification for Quasi Judicial Hearing

Form Review

Inbox	Reviewed By	Date
City Manager	Rebecca Grohall	08/22/2018 04:25 PM
City Manager	Nick Mimms	08/29/2018 12:19 PM

Form Started By: Rebecca Grohall Started On: 08/22/2018 04:12 PM
Final Approval Date: 08/29/2018

THE SUNRISE CITY
FORT PIERCE
Florida
CITY CLERK'S OFFICE

November 29, 2016

NOV 29 2016

Richard Wohlfarth, PE - Associate Director
IBI Group (Florida) Inc.
2300 Maitland Center Parkway-Suite 101
Maitland FL 32751-7410

Dear Mr. Wohlfarth:

At their meeting on Monday, November 21, 2016, the City Commission of the City of Fort Pierce, Florida, approved your request for a Planned Development (PD) Plan generally located at 1801 Nebraska Avenue conditioned on the incorporation of the agreement between the applicant and adjacent properties' HOA being reduced to writing and incorporated into the development order.

If you have any questions, please feel free to contact me or the City Planning Department.

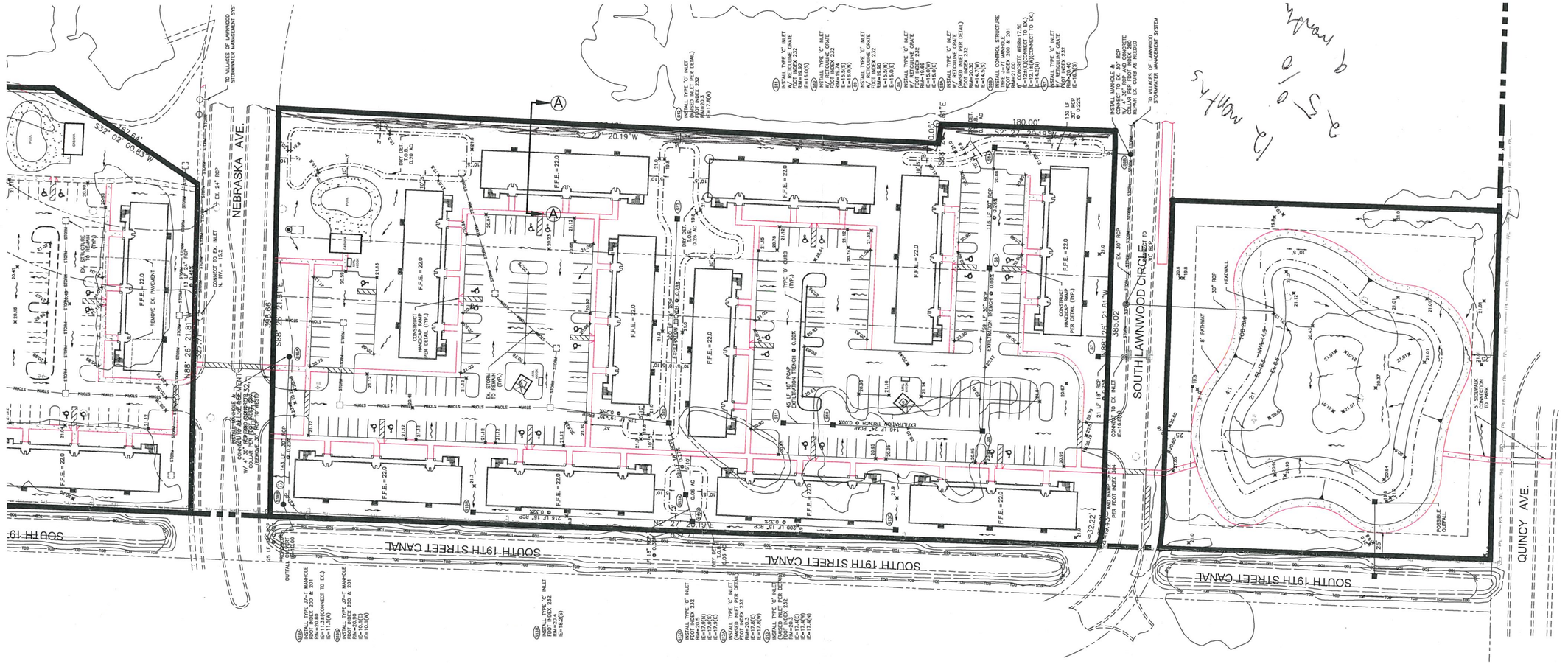
Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Rebecca Grohall, Planning Manager

Mayfair At Lawnwood Reph LLC
780 NW 42nd Ave Ste 300
Miami, FL 33126



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W E

S

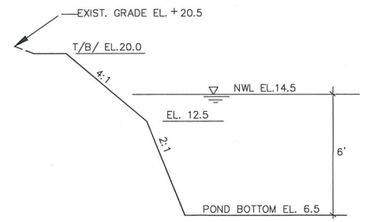
GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

945 LF - 8' PATHWAY
2,080 SY - POND BANK SOD
5,815 SY - PARK SOD

AREA @ T.O.B. = 1.27 AC
AREA @ N.W.L. = 0.84 AC



TYPICAL POND SECTION

NOTE: SOD SIDESLOPES TO EL. 14.5

BY	DESCRIPTION	DATE	REV
			1
			2
			3
			4
			5
			6
			7

IBI GROUP (FLORIDA) INC.
HTTP://WWW.IBIGROUP.COM
ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS ENVIRONMENTAL CONSULTANTS
2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 660-2120 ORLANDO
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 974-2200 POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE PLAN

DRAWN: BW
DESIGNED:
CHECKED: RW
DATE: 11/16/2016
SCALE 1" = 50'
PROJECT 38890
SHEET PGD-ALT

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

NOT FOR CONSTRUCTION
11/16/16

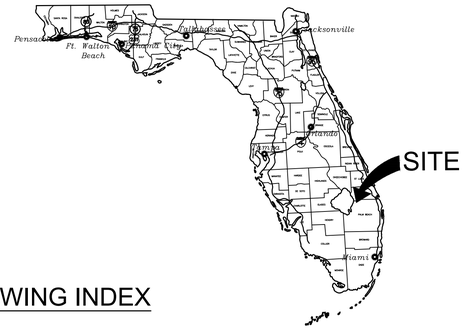
J:\38890\5.9 Drawings\59civil\layouts\38890-PGD ALT 2.dwg Modified:11/16/2016 By:becky.williams Plotted By:becky williams

FINAL CONSTRUCTION PLANS

MAYFAIR AT LAWNWOOD

CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

JUNE 18, 2018

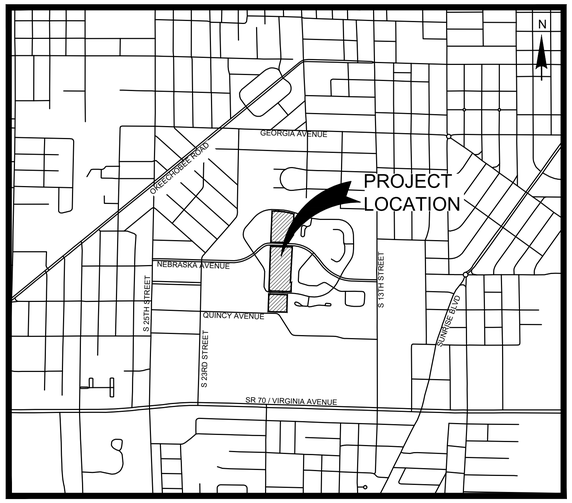


PROJECT TEAM

OWNER
MAYFAIR AT LAWNWOOD REPH, LLC
780 N.W. 42ND AVENUE
MIAMI, FLORIDA 33126
PHONE: (305) 569-5146
EMAIL: EMCHUGH@OCEANBANK.COM

CIVIL ENGINEER:
WOHLFARTH CONSULTING
GROUP, LLC
CONTACT: RICHARD C.
WOHLFARTH, P.E.
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL
407-750-3123
RWOHLFARTH@WCGROUP.CO

SURVEYOR:
WOHLFARTH CONSULTING GROUP, LLC
CONTACT: RICHARD C. WOHLFARTH, P.E.
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL
407-750-3123
WWAY@WCGROUP.CO



LOCATION MAP
SCALE: NOT TO SCALE

LEGAL DESCRIPTION:

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT INT NLI NEBRASKA AV AND E LI S 19 ST (CANAL), TH N 1 25 E ALG E LI OF SD S 19 ST 582.85 TO S R/W LI OF N LAWNWOOD CIR, TH ELY ALG SD S R/W ON A CURVE CONCAVE SLY, DELTA 20 21 26, R OF 1189.24, ARC DIST 422.54, TH S 01 25 01 W 375.70 FT,TH S 30 59 45 W 183.44 FT TO N R/W LI NEBRASKA AV,TH N 89 28 42 W 327.66 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (5.43 AC) (OR 3116-1904)

AND

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG INT S R/W NEBRASKA AV AND E R/W S 19 ST (CANAL),TH RUN S 01 25 00 W ALG SD E R/W 837.73 FT TO N R/W OF S LAWNWOOD CIR, TH ELY ALG SD N R/W ON A CURVE CONC NLY DELTA 19 25 59, R OF 95 FT, ARC DIST 32.22 FT,TH S 89 28 42 E 385.02 FT,TH N 01 25 00 E 180 FT,TH N 89 28 42 W 20.04 FT,TH N 01 25 00 E 663.12 FT TO S R/W NEBRASKA AV,TH N 89 28 42 W ALG SD S R/W 395.42 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (7.75 AC) (OR 3116-1904)

AND

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT PT OF INT OF E LI OF S 19 ST CANAL AND LI DESC IN OR 83-343,TH CONT ELY ALG SD LI DESC IN OR 83-343 350 FT,TH N 01 25 E 330.54 FT TO S LI S LAWNWOOD CIR,TH WLY ON S R/W 350.17 FT,TH SLY 334 FT TO POB (2.69 AC) (OR 3116-1904)

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L1-1.03	PLANTING LIST
L1-1.04	PLANTING LIST
	BOUNDARY/TOPOGRAPHIC SURVEY

Sunshine811

ENGINEER'S PROJECT NO. 2017-004

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL 32714
(407) 750-3123

PERMITS REQUIRED

AGENCY	PERMIT TYPE	DATE APPROVED	APPROVAL NO.	EXPIRATION DATE
CITY	*FDP*			
SJRWMD	*ERP*			
FDEP	*WATER*			
FDEP	*SEWER*			

REV.		REV.
1		
2		
3		
4		
5		
6		
7		
8		
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10		

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SEAL OF RICHARD C. WOHLFARTH, FLORIDA P.E. #39044

C:\Users\Dennis Murray\Dropbox\Rick Wohlfarth\Mayfair\DWG\Construction Plans\2017.004-C1.0 - Cover.dwg Plotted:7/17/2018 By:jonathan

GENERAL NOTES

1. UNLESS OTHERWISE SPECIFIED, ALL WORK SHALL BE PERFORMED CONSISTENT WITH THE FOLLOWING SPECIFICATIONS:

- CITY OF APOPKA, FLORIDA
- ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
- FLORIDA DEPARTMENT OF TRANSPORTATION
- FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
- NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

2. THE GEOTECHNICAL REPORT SHALL BE REVIEWED BY THE CONTRACTOR, AND THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE, INCLUDING ALL SURFACE AND SUBSURFACE CONDITIONS, THE WORK REQUIRED, AND ALL OTHER CONDITIONS THAT MAY AFFECT THE SUCCESSFUL COMPLETION OF THE JOB PRIOR TO COMMENCEMENT OF WORK.

3. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND PERMIT CONDITIONS BEARING ON THE CONDUCT OF THE WORK, AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, HE SHALL PROMPTLY NOTIFY THE ENGINEER, IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED, AS PROVIDED IN THE AGREEMENT FOR CHANGES IN THE WORK.

4. THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER AND THE ENGINEER FOR THE ACTS AND OMISSIONS OF CONTRACTOR'S EMPLOYEES AND ALL HIS SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES AND OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, PUBLIC CARRIERS, SERVICE COMPANIES, AND CORPORATIONS OWNING OR CONTROLLING ROADWAYS, RAILWAYS, WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, AND TELEGRAPH FACILITIES SUCH AS PAVEMENTS, TRACKS, PIPING, WIRES, CABLES, CONDUITS, POLES, GUYS, OR OTHER SIMILAR FACILITIES, INCLUDING INCIDENTAL STRUCTURES CONNECTED THEREWITH THAT ARE ENCOUNTERED IN THE WORK IN ORDER THAT SUCH ITEMS MAY BE PROPERLY SUPPORTED, PROTECTED OR LOCATED.

6. UNLESS OTHERWISE SPECIFIED IN THE GENERAL CONDITIONS, ALL CONSTRUCTION IS TO BE GOVERNED BY THE PLANS, APPLICABLE PERMITS, AND SPECIFICATIONS HEREIN, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING AND SAFETY CODES, LAWS AND ORDINANCES.

7. PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC OR UTILITY RIGHT-OF-WAY, CONTRACTOR SHALL OBTAIN AUTHORIZATION AND PERMIT FROM JURISDICTION RESPONSIBLE FOR SUCH RIGHT-OF-WAY. IN ADDITION, CONTRACTOR SHALL OBTAIN GAS I.D. NUMBER FROM LOCAL GAS COMPANY AND NOTIFY SUNSHINE STATE ONE-CALL UTILITY NOTIFICATION CENTER AT 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO START OF WORK.

8. PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC RIGHT-OF-WAY, CONTRACTOR SHALL DEVELOP AND IMPLEMENT A TRAFFIC CONTROL PLAN CONSISTENT WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, AND SUBMIT TO THE COUNTY ENGINEER FOR APPROVAL.

9. IN THE EVENT THE CONTRACTOR DISCOVERS ANY ERRORS OR OMISSIONS IN THE PLANS HE SHALL IMMEDIATELY NOTIFY THE ENGINEER AND/OR OWNER OR OWNER'S AGENT.

10. CONTRACTOR SHALL PRESERVE AND PROTECT ALL PERMANENT REFERENCE MONUMENTS, PERMANENT CONTROL POINTS, PERMANENT BENCH MARKS AND PROPERTY CORNERS. IN THE EVENT THE MONUMENTS, POINTS OR MARKERS ARE DISTURBED THE CONTRACTOR SHALL EMPLOY A FLORIDA REGISTERED LAND SURVEYOR TO RESET OR REPLACE THEM.

11. THE OWNER, OWNER'S AGENT AND INSPECTORS OF APPLICABLE GOVERNMENT JURISDICTIONS, SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHEREVER AND WHENEVER IT IS IN PREPARATION OR PROGRESS; AND THE CONTRACTOR SHALL PROVIDE PROPER FACILITIES FOR SUCH ACCESS AND FOR THE INSPECTION.

12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL REASONABLE AND PRUDENT PRECAUTIONS TO INSURE THAT ALL COMPLETED WORK, MATERIALS AND EQUIPMENT STORED ON SITE ARE SAFE AND SECURED FROM UNAUTHORIZED ACCESS, USE, THEFT, OR VANDALISM. SUCH PRECAUTIONS MAY INCLUDE INSTALLATION OF SIGNS, FENCES, OR POSTING OF SECURITY GUARDS.

13. CONTRACTOR SHALL, AT ALL TIMES, UTILIZE ALL NORMALLY ACCEPTED AND REASONABLY EXPECTED SAFETY PRACTICES AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND GUIDELINES PERTAINING TO SAFE UTILIZATION OF EQUIPMENT OR MATERIALS AS PUBLISHED BY THEIR MANUFACTURER'S.

14. PRIOR TO INITIATING ANY EXCAVATION (INCLUDING BUT NOT LIMITED TO TUNNELS, DITCHES, STORM WATER PONDS, CANALS, ARTIFICIAL LAKES) CONTRACTOR SHALL INSTALL FENCES AND/OR TAKE ALL OTHER REASONABLE AND PRUDENT STEPS TO INSURE THAT ACCESS TO EXCAVATION BY UNAUTHORIZED PERSONNEL IS PREVENTED.

15. CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE PROVISIONS OF THE FLORIDA STATE TRENCH SAFETY ACT.

16. THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE ALL REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:

    A. ALL EMPLOYEES ON THE WORK AND ALL OTHER PERSONS WHO MAY BE AFFECTED THEREBY;

    B. ALL THE WORK AND ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE, UNDER THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS;

    C. OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVEMENTS, ROADWAY, STRUCTURES AND UTILITIES NOT DESIGNATED FOR DEMOLITION IN THE COURSE OF CONSTRUCTION.

17. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY CODES AND WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC, QUASI PUBLIC OR OTHER AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, OR DESIGNED TO PROTECT THE ENVIRONMENT. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY EXISTING CONDITIONS AND PROGRESS OF THE WORK, ALL REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION, INCLUDING POSTING DANGER SIGNS AND OTHER WARNINGS AGAINST HAZARDS, PROMULGATING SAFETY REGULATIONS AND NOTIFYING OWNERS AND USERS OF ADJACENT UTILITIES OF THE EXISTENCE OF HAZARDS AND OF THE SAFETY REGULATIONS.

18. ALL DAMAGE OR LOSS TO ANY PROPERTY CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, SHALL BE REMEDIED BY THE CONTRACTOR, EXCEPT DAMAGE OR LOSS PROPERLY ATTRIBUTABLE SOLELY TO THE ACTS OR OMISSIONS OF THE OWNER, OR THE ENGINEER OR ANYONE EMPLOYED BY THEM, OR FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, AND NOT PROPERLY ATTRIBUTABLE IN WHOLE OR IN PART, TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

19. THOSE PARTS OF WORK IN PLACE WHICH ARE SUBJECT TO DAMAGE BECAUSE OF OPERATIONS BEING CARRIED ON ADJACENT THERETO SHALL BE COVERED, BOARDED UP OR SUBSTANTIALLY ENCLOSED WITH ADEQUATE PROTECTION BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.

20. UNTIL FINAL ACCEPTANCE OF THE WORK BY OWNER, THE CONTRACTOR SHALL HAVE THE CHARGE AND CARE OF AND SHALL BEAR THE RISK OF INJURY OR DAMAGE, LOSS OR EXPENSE TO ANY PART THEREOF, OR TO ANY MATERIALS STORED ON SITE, BY THE ACTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHETHER ARISING FROM THE EXECUTION OR NON-EXECUTION OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD ALL INJURIES OR DAMAGES TO ANY PORTION OF THE WORK OCCASIONED BY ANY OF THE ABOVE CAUSES BEFORE FINAL ACCEPTANCE AND SHALL BEAR THE EXPENSES THEREOF.

21. ADEQUATE TRAFFIC CONTROL, BARRICADES AND FLAGMAN SERVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR AT ALL POINTS WHERE CONVEYING EQUIPMENT ENGAGED ON THE WORK REGULARLY ENTERS ONTO OR CROSSES TRAFFIC-CARRYING ROADS.

22. THE CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AND ALL RULES AND REGULATIONS NOW OR HEREAFTER IN EFFECT UNDER SAID ACT, AND THE CONTRACTOR FURTHER AGREES TO COMPLY WITH ANY AND ALL APPLICABLE STATE LAWS AND REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH.

23. CONTRACTOR AND ITS SUBCONTRACTORS SHALL USE, HANDLE, TRANSPORT, AND DISPOSE OF ALL MATERIALS (HAZARDOUS OR OTHERWISE) IN COMPLIANCE WITH ALL PRESENT FEDERAL, STATE AND LOCAL ENVIRONMENTAL, HEALTH OR SAFETY LAW, INCLUDING, BUT NOT LIMITED TO, ALL SUCH STATUTES, REGULATIONS, RULES, ORDINANCES, CODES, AND RULES OF COMMON LAW.

24. CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIAL CREATED BY ITS WORK ON OR ABOUT THE JOB SITE. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.

25. THE CONTRACTOR SHALL PROTECT AND KEEP OWNER (INCLUDING THEIR AGENTS AND EMPLOYEES) FREE AND HARMLESS FROM ANY AND ALL LIABILITY, PUBLIC OR PRIVATE, PENALTIES, CONTRACTUAL OR OTHERWISE, LOSSES, DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES, CAUSES OF ACTION, CLAIMS OR JUDGMENTS RESULTING FROM THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AS AMENDED OR ANY RULE OR REGULATION PROMULGATED THEREUNDER OR OF ANY STATE LAWS OR REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, AND CONTRACTOR SHALL INDEMNIFY OWNER FROM ANY SUCH CLAIMS, PENALTIES, SUITS OR ACTIONS, PUBLIC OR PRIVATE, ADMINISTRATIVE OR JUDICIAL, INCLUDING ATTORNEY'S FEES PAID OR INCURRED BY OR ON BEHALF OF OWNER, JOINTLY OR SEVERALLY, AND/OR THEIR AGENTS AND EMPLOYEES. THE CONTRACTOR FURTHER AGREES, IN THE EVENT OF A CLAIMED VIOLATION OF ANY FEDERAL OR STATE SAFETY AND HEALTH LAW OR REGULATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, OWNER MAY IMMEDIATELY TAKE WHATEVER ACTION IS DEEMED NECESSARY BY OWNER TO REMEDY THE CLAIMED VIOLATION. ANY AND ALL COSTS OR EXPENSES PAID OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE BORNE BY CONTRACTOR, AND CONTRACTOR AGREES TO PROTECT, HOLD HARMLESS AND INDEMNIFY OWNER AGAINST ANY AND ALL SUCH COSTS OR EXPENSES.

26. CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE ALL SUPPLIES, MATERIALS, AND WASTE CONTAINING AND HAZARDOUS MATERIAL FROM THE JOB SITE. CONTRACTOR SHALL BEAR FULL FINANCIAL RESPONSIBILITY, AS BETWEEN THE PARTIES OF THIS CONTRACT, FOR THE COMPLIANCE OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS OF THIS CONTRACT.

27. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY CLAIMS INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEY'S FEES AND ANY COSTS OF INVESTIGATION, SOILS TESTING, GOVERNMENTAL APPROVALS, REMEDIATION AND CLEANUP ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FAILURE OF CONTRACTOR OR ITS SUBCONTRACTORS, OR THEIR AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES, TO COMPLY WITH THE TERMS OF THESE CONSTRUCTION DOCUMENTS.

28. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS DISCHARGE, RELEASE OR DISPOSE OF ANY HAZARDOUS MATERIAL ON OR ABOUT THE JOB SITE IN VIOLATION OF THESE CONSTRUCTION DOCUMENTS, CONTRACTOR SHALL IMMEDIATELY SO INFORM OWNER & ENGINEER IN WRITING. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY, OWNER & ENGINEER AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.

29. IN THE EVENT CONTRACTOR OR ITS SUBCONTRACTORS ENCOUNTER ON THE PREMISES ANY PIPELINE, UNDERGROUND STORAGE TANK OR OTHER CONTAINER, OF ANY KIND, THAT MAY CONTAIN A HAZARDOUS MATERIAL, OR ENCOUNTER MATERIAL REASONABLY BELIEVED TO BE A HAZARDOUS MATERIAL, CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA AFFECTED AND REPORT THE CONDITION TO OWNER AND/OR ENGINEER IN WRITING.

30. "HAZARDOUS MATERIAL" MEANS ANY SUBSTANCE: (A) THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REMEDIATION UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, RULE, CODE, ORDER, ACTION, POLICY OR COMMON LAW, OR (B) WHICH IS OR BECOMES DEFINED AS A "HAZARDOUS WASTE," "HAZARDOUS SUBSTANCE," POLLUTANT OR CONTAMINANT UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE OR AMENDMENTS THERETO INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (42 U.S.C. SECTIONS 9601 ET SEQ.) AND/OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 6901 ET SEQ.), OR (C) WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS AND IS REGULATED BY ANY GOVERNMENTAL AUTHORITY, AGENCY, DEPARTMENT, COMMISSION, BOARD, AGENCY OR INSTRUMENTALITY OF THE UNITED STATES, THE STATE IN WHICH THE PREMISES ARE LOCATED OR ANY POLITICAL SUBDIVISION THEREOF, OR (D) THE PRESENCE OF WHICH ON THE PREMISES CAUSES OR THREATENS TO CAUSE A NUISANCE UPON THE PREMISES OR TO ADJACENT PROPERTIES OR POSES OR THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON OR ABOUT THE PREMISES, OR (E) WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, OR (F) WHICH CONTAINS POLYCHLORINATED BIPHENYLS (PCBS), ASBESTOS, LEAD OR UREA FORMALDEHYDE FOAM INSULATION.

31. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES AS TO SIZE, LOCATION, AND ELEVATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS, DEVIATIONS OR OMISSIONS TO THESE CONSTRUCTION DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.

32. IF ANY TESTING, INSPECTION OR APPROVAL REVEAL DEFECTIVE WORK, CONTRACTOR SHALL NOT BE ALLOWED TO RECEIVE ANY ASSOCIATED COSTS AND THE OWNER SHALL BE ENTITLED TO DEDUCT FROM THE CONTRACT PRICE, BY ISSUING A CHANGE ORDER, OWNER'S COSTS ARISING OUT OF THE DEFECTIVE WORK, INCLUDING COSTS OF REPEATED PROCEDURES, COMPENSATION FOR ENGINEER'S AND DESIGN ENGINEER'S SERVICES AND ALL OTHER RELATED COSTS.

HANDICAP ACCESSIBILITY NOTES:

1. ALL CONSTRUCTION MUST MEET OR EXCEED ALL REQUIREMENTS AS OUTLINED IN THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE FLORIDA ACCESSIBILITY CODE, MOST RECENT EDITIONS. BOTTOM OF CURB RAMP ELEVATION (B.O. RAMP) IS RELATIVE TO EACH CURB RAMP CONDITION. ACTUAL ELEVATIONS SHALL BE BASED ON EXISTING GRADE OF CURB FLOW LINE AT THE B.O. RAMPS.
2. TOP OF CURB ELEVATION ADJACENT TO B.O. RAMP = 0.50 FT. MAX. UNLESS OTHERWISE NOTED.
3. ADA REQUIREMENTS SUPERSEDE SPOT GRADES AT LOT LINES. CONTRACTOR TO CUT BACK SLOPE AT 3:1 OR FLATTER AS NEEDED FOR RAMP AND SIDEWALK CONNECTION.
4. REFER TO PLAN SHEETS AND SECTIONS FOR LOCATIONS AND SIDEWALK WIDTHS.
5. THE DETECTABLE WARNING STRIP SHALL CONSIST OF A 24 INCH WIDE TACTILE PATTERN OF RAISED TRUNCATED DOMES (ALIGNED PATTERN). DOMES SHALL HAVE A DIAMETER OF 0.9 INCH, A HEIGHT OF 0.2 INCH, AND A CENTER TO CENTER SPACING OF 2.35 INCHES. THE RAMP DETECTABLE WARNING STRIP SHALL BE CONTRASTING IN COLOR. THE MATERIAL USED TO PROVIDE CONTRAST SHALL CONTRAST BY AT LEAST 70%.
6. THE CROSS SLOPE OF RAMP SURFACES AND ADJACENT STREET GRADES SHALL BE NO MORE THAN 1:50 OR 2% MAXIMUM.
7. CURB RAMPS CONSTRUCTED BY THE CONTRACTOR SHALL MEET ALL CURRENT APPLICABLE A.D.A. REQUIREMENTS AND SHALL HAVE DETECTABLE WARNING COMPLYING WITH A.D.A. REQUIREMENTS. ACCESSIBILITY ROUTES SHALL MEET ALL APPLICABLE A.D.A. REQUIREMENTS.
8. CONTRACTOR TO REFER TO MUNICIPALITY DETAILS AS NEEDED.
9. DRIVEWAY/ROADWAY CROSS SLOPES AT CROSSWALKS SHALL BE MAXIMUM 2% PER ADA REQUIREMENTS.
10. SIDEWALK CROSS SLOPES SHALL BE MAXIMUM 2% PER ADA REQUIREMENTS.
11. CURB RAMP FLARES & LANDINGS SHALL MEET ADA REQUIREMENTS.
12. ACCESSIBLE ROUTE WITH RUNNING SLOPES GREATER THAN 1:20 IS A RAMP AND SHALL COMPLY WITH ADA RAMP REQUIREMENTS.
13. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO MEET ALL CURRENT ADA STANDARDS. CONTRACTOR SHALL REFER TO FDOT STANDARDS. (INDEX 304, MOST CURRENT EDITION)

RECORD DRAWING AS-BUILT REQUIREMENTS:

AS-BUILT DRAWINGS SHALL BE PREPARED BY AND CERTIFIED (SIGNED AND SEALED) BY A REGISTERED SURVEYOR, AND SHALL BE PROVIDED TO THE ENGINEER OF RECORD UPON COMPLETION OF THE PROJECT SITE IMPROVEMENTS A MINIMUM OF 1 WEEK PRIOR TO CONTRACTORS ATTEMPT FOR FINAL CERTIFICATE OF OCCUPANCY (CO). AS-BUILT DRAWINGS SHALL REFLECT ANY CHANGES TO THE IMPROVEMENTS MADE DURING CONSTRUCTION AND MUST MEET THE MINIMUM REQUIREMENTS OF ALL REGULATORY AGENCIES HAVING JURISDICTION AS WELL AS THE CRITERIA OUTLINED BELOW. BOTH THE ORIGINAL DESIGN AND REVISED AS-BUILT DATA, AS APPLICABLE, MUST BE CLEARLY SHOWN. THE AS-BUILT DRAWINGS MUST BE CLEARLY LABELED AS AS-BUILT OR RECORD DRAWING. THE FOLLOWING INFORMATION, AT A MINIMUM, SHALL BE CERTIFIED ON THE AS-BUILT DRAWINGS:

WATER DISTRIBUTION SYSTEM:

A. LOCATION AND DIMENSIONS OF PIPES, VALVES, FITTINGS, CHANGE OF DIRECTION, AND OTHER ASSOCIATED FACILITIES.

WASTEWATER COLLECTION/TRANSMISSION SYSTEM:

A. LOCATION, DIMENSION, AND INVERT ELEVATIONS OF PIPES, MANHOLES (INCLUDING RIM ELEVATION), LIFTSTATION, FORCEMAIN, FITTINGS, CHANGE IN DIRECTION AND OTHER ASSOCIATED FACILITIES.

PAVING AND DRAINAGE SYSTEM:

A. DIMENSIONS AND ELEVATIONS OF ALL DISCHARGE STRUCTURES INCLUDING ALL WEIRS, SLOTS, GATES, PIPES, AND SKIMMERS;

B. LOCATIONS, DIMENSIONS, AND ELEVATIONS OF ALL FILTER, EXFILTRATION, OR UNDERDRAIN SYSTEMS INCLUDING CLEANOUTS, PIPES, CONNECTIONS TO CONTROL STRUCTURES, AND POINTS OF DISCHARGE TO THE RECEIVING WATERS;

C. DIMENSIONS, ELEVATIONS, CONTOURS, OR CROSS-SECTIONS OF ALL STORMWATER TREATMENT POND STORAGE AREAS SUFFICIENT TO DETERMINE STAGE-STORAGE RELATIONSHIPS OF THE STORAGE AREA, AND THE POND DEPTH AND VOLUME BELOW THE CONTROL WATER ELEVATION FOR NORMALLY WET SYSTEMS;

D. DIMENSIONS, ELEVATIONS, CONTOURS, FINAL GRADES, OR CROSS-SECTIONS OF THE DRAINAGE SYSTEM IMPROVEMENTS TO DETERMINE FLOW DIRECTIONS AND CONVEYANCE OF RUNOFF TO THE TREATMENT SYSTEM;

E. DIMENSIONS, ELEVATIONS, CONTOURS, FINAL GRADES, OR CROSS-SECTIONS OF ALL CONVEYANCE SYSTEMS UTILIZED TO CONVEY OFF-SITE RUNOFF AROUND THE SYSTEM;

F. EXISTING WATER ELEVATION OF SURFACE WATERS AND THE DATE DETERMINED;

G. ELEVATION AND LOCATION OF BENCHMARK'S FOR THE SURVEY.

ADA FACILITIES:

A. ELEVATIONS AT THE FOUR CORNERS OF ALL HANDICAP PARKING SPACES AND ADJACENT LOADING AISLES.

B. ELEVATIONS AND LOCATIONS FOR ALL ACCESSIBLE RAMPS WHICH ADEQUATELY REFLECT THE BUILT SLOPES.

C. ELEVATIONS AND LOCATIONS ALONG THE PATHS OF CONVEYANCE FOR PEDESTRIAN TRAFFIC AND ALL ADA ACCESSIBLE ROUTES EVERY 25 FT. WHICH ADEQUATELY REFLECT THE SLOPE AND CROSS SLOPE.

REV.	DATE	DESCRIPTION	BY
1	4/24/18	CITY COMMENTS	

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE, ALTAMONTE SPRINGS, FL 32714
(407) 862-1900
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

GENERAL NOTES

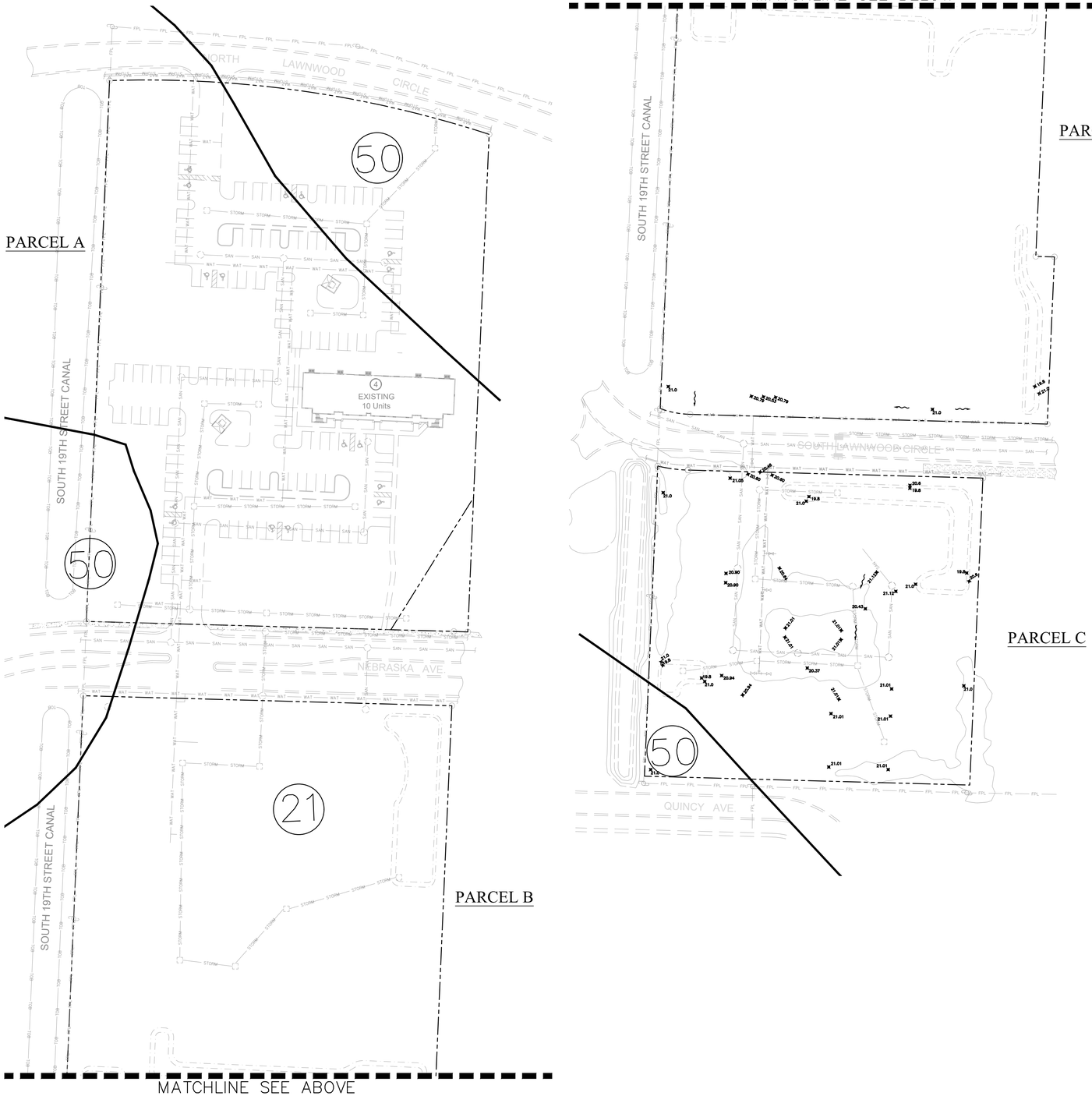
DRAWN: DM | DESIGNED: - | CHECKED: RW | DATE: 5/5/2018

SCALE: N/A | PROJECT: 2017-004 | SHEET: C-2.0

VC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

C:\Users\Dennis Murray\Dropbox\Rick Wohlfarth\Mayfair\DWG\Construction Plans\2017.004-C2.0 - General Notes.dwg Plotted: 7/17/2018 By: dennis murray



N
W E
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GRAPHIC SCALE

60 0 30 60 120

(IN FEET)
1 inch = 60 ft.

LEGEND

- EXISTING FLOOD ZONE A
- EXISTING SOILS
- 90.00 EXISTING TOPOGRAPHIC CONTOUR
- EXISTING WETLAND
- BORING/NUMBER

USDA–NRCS SOILS, ORANGE COUNTY, FLORIDA

SOIL SYMBOL	NAME
21	LAWNWOOD AND MYAKKA SANDS
50	WAVELAND AND IMMOKALEE FINE SANS

NO.	DESCRIPTION	REV. DATE	BY

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL 32714
(407) 975-2103
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

EXISTING CONDITIONS PLAN

DRAWN: DM | DESIGNED: -- | CHECKED: RW | DATE: 6/3/2018

SCALE: 1" = 60' | PROJECT: 2017-004 | SHEET: C-3.0

VC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

C:\Users\Dennis Murray\Dropbox\Rick Wohlfarth\Mayfair\DWG\Construction Plans\2017.004-C3.0 - Existing Conditions Plan.dwg Modified:6/3/2018 By:dennis murray Plotted By:dennis murray

C:\Users\Dennis Murray\Dropbox\Rick Wohlfarth\Mayfair\DWG\Construction Plans\2017.004-C4.0 - Erosion Control Plans.dwg Modified:6/3/2018 By:dennis murray Plotted By:dennis murray

MATCHLINE SEE BELOW

PARCEL A

PARCEL B

PARCEL C

PARCEL B

MATCHLINE SEE ABOVE

NORTH LAWNWOOD CIRCLE

SOUTH 19TH STREET CANAL

NEBRASKA AVE.

QUINCY AVE.

SOUTH LAWNWOOD CIRCLE

4 EXISTING 10 Units

SILT FENCE

CONSTRUCTION EXIT

INLET PROTECTION

N

S

E

W

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)

1 inch = 60 ft.

NO.	REV.	DATE	DESCRIPTION	BY
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL 32714
(407) 774-7778 FAX 253
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

EROSION CONTROL PLAN

DRAWN: DM
DESIGNED: --
CHECKED: RW
DATE: 6/3/2018

SCALE 1" = 60'
PROJECT 2017-004
SHEET C-4.0

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

EROSION CONTROL NOTES

DURING ALL PHASES OF CONSTRUCTION THE SITE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL EXERCISE MEASURES TO PREVENT THE EROSION OF SOILS DUE TO THE ACTION OF THE WATER AND WIND. THE CONTRACTS SHALL USE THE FOLLOWING MEASURES TO ACCOMPLISH THIS OBJECTIVE:

A. SURFACE PROTECTION
1. CLEARING SHALL BE LIMITED SO AS TO EXPOSE THE SMALLEST POSSIBLE AREA OF LAND FOR THE SHORTEST POSSIBLE TIME.
2. EXPOSED AREAS SHALL BE IMMEDIATELY GRADED AND PROTECTED WITH TEMPORARY OR PERMANENT COVER, SUCH AS SOD, SEED AND MULCH, CROWVETCH, LESPEDEZA OR CREEPER. NEWLY GRADED CHANNELS OR STEEP SLOPES WILL REQUIRE THE USE OF FIBROUS MATTING, NETTING OF SEEDED AND MULCHED AREAS, OR THE STAKING OR SHINGLING OF SOD WHILE VEGETATION IS BECOMING ESTABLISHED.

B. RUN-OFF CONTROL
1. LONG AND/OR STEEP SLOPES WILL REQUIRE CONTOUR BENCHING AND FURROWING, OR BERMS TO REDUCE RUN-OFF VELOCITIES.

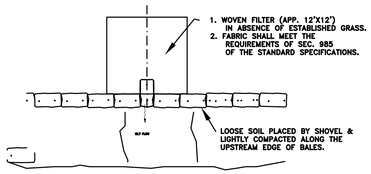
C. SEDIMENT TRAPPING
1. THE TRAPPING OF ERODED PARTICLES WILL BE ACCOMPLISHED BY THE DIVERSION OF RUN-OFF TO SEDIMENT BASINS, EXCAVATION TRAPS, BERMS, STAKED SYNTHETIC HAY BALES, OR FLOATING SILT CURTAINS.
2. THE PROPOSED RETENTION AND/OR DETENTION POND(S) ALONG WITH ANY ENVIRONMENTAL BERM(S)/REAR YARD SWALE(S) SHALL BE CONSTRUCTED FIRST. THE POND(S) AND OUTFALL STRUCTURE(S) MUST BE COMPLETE AND OPERATIONAL PRIOR TO THE PLACEMENT OF ANY IMPERVIOUS SURFACE.
3. TRAPPING DEVICES SHALL BE PERIODICALLY INSPECTED DURING DRY PERIODS AND AFTER EACH RAINFALL EVENT BY THE SITE CONTRACTOR. TRAPPING DEVICES SHALL BE REPLACED IF DETERMINED TO BE INCAPABLE OF PERFORMING INTENDED FUNCTION OF SEDIMENT TRAPPING.
4. TRAPPING DEVICES SHALL REMAIN IN PLACE UNTIL A VEGETATIVE COVER HAS ESTABLISHED SUFFICIENTLY TO STABILIZE THE SOILS AND PREVENT EROSION.

D. SOIL MOISTURE
1. THE CONTRACTOR SHALL HAVE AVAILABLE ON THE CONSTRUCTION SITE A WATER SOURCE CAPABLE OF APPLYING WATER TO DRY EXPOSED SOIL IN ORDER TO PREVENT WIND EROSION. THE APPLICATION RATE AND MANNER SHALL BE SUCH THAT SOIL MOISTURE IS ATTAINED AND NO SURFACE RUN-OFF IS CREATED.

E. RESPONSIBILITY
1. THE CONTRACTOR SHALL BE HELD RESPONSIBLE UNTIL THE CERTIFICATE OF COMPLETION IS ISSUED. AFTER THAT, THE OWNER WILL BE RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER COLLECTION AND RETENTION SYSTEM.

CONSTRUCTION SEQUENCE

1. SET UP ON-SITE PRE-CONSTRUCTION CONFERENCE WITH CITY/COUNTY & ENGINEER .
2. INSTALL SILT FENCE, INLET PROTECTION, SEDIMENT TRAPS, DIVERSION DITCHES, TREE PROTECTION, AND OTHER MEASURES AS SHOWN ON PLANS, CLEARING ONLY AS NECESSARY TO INSTALL THESE DEVICES.
3. THE CONTRACTOR SHALL DILIGENTLY AND CONTINUOUSLY MAINTAIN ALL EROSION CONTROL DEVICES AND STRUCTURES. CONTACT CYCORP ENGINEERING IF ADDITIONAL MEASURES ARE REQUIRED DUE TO SITE SPECIFIC CONDITIONS.
4. STABILIZE SITE AS AREAS ARE BROUGHT TO FINISHED GRADE.
5. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY/COUNTY AND THE WATER MANAGEMENT DISTRICT, AND NPDES CRITERIA.



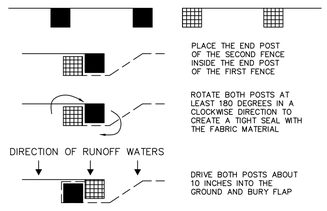
SYNTHETIC HAY BALE PLAN VIEW *

CITY OF APOPKA DESIGN ENGINEERING DIVISION	APRIL 2001	FIG. 603

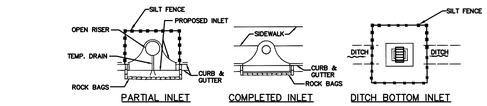
GENERAL NOTES:

1. SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/2 THE DESIGN DEPTH OF THE TRAP.
2. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
3. THE STRUCTURE SHALL BE INSPECTED AFTER EACH STORM EVENT BY THE FINANCIALLY RESPONSIBLE PARTY OR HIS AGENT AND REPAIRS MADE AS NECESSARY.
4. CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION ARE MINIMIZED.
5. THE SEDIMENT TRAP SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE DRAINAGE BASIN HAS BEEN PROPERLY STABILIZED.

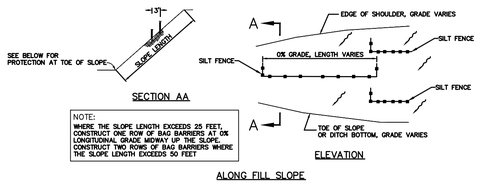
SYNTHETIC HAY BALE ELEVATION VIEW *

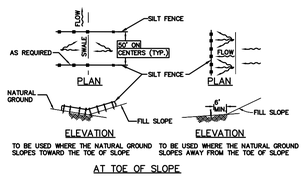


SILT FENCE ATTACHMENT DETAIL
N.T.S

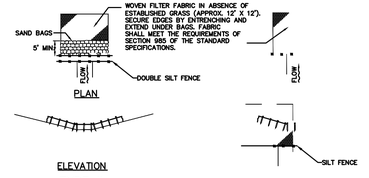


PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



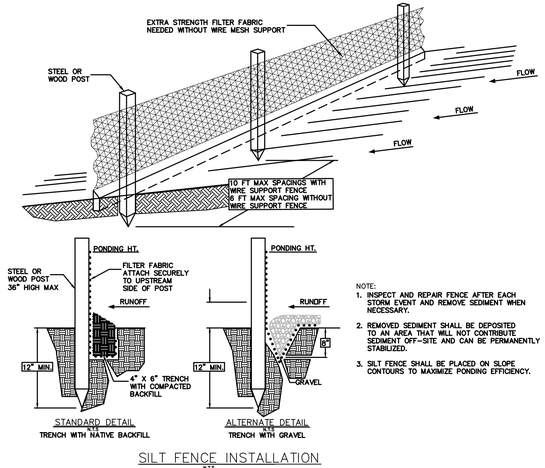


BARRIERS FOR FILL SLOPES



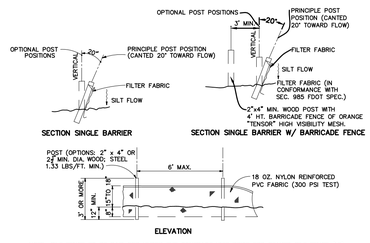
BARRIERS FOR UNPAVED DITCHES

BARRIERS LAYOUT DETAIL
NOT TO SCALE



NOTE:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

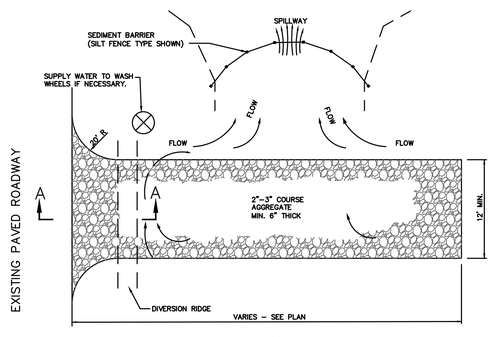
SILT FENCE INSTALLATION
N.T.S



NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

FOR ADDITIONAL INFORMATION REFERENCE FDOT INDEX 102

STAKED TURBIDITY BARRIER
N.T.S.



NOTE:
USE SANDBAGS, SILT FENCES, OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED.

NOTE:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OFANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

GENERAL NOTES

TEMPORARY ACCESS ROADS AND PARKING AREAS:

1. TEMPORARY ROADS SHALL FOLLOW THE CONTOUR OF THE NATURAL TERRAIN TO THE EXTENT POSSIBLE. SLOPES SHOULD NOT EXCEED 10 PERCENT.
2. TEMPORARY PARKING AREAS SHOULD BE LOCATED ON NATURALLY FLAT AREAS TO MINIMIZE GRADING. GRADES SHOULD BE SUFFICIENT TO PROVIDE DRAINAGE BUT SHOULD NOT EXCEED 4 PERCENT.
3. ROADBEDS SHALL BE AT LEAST 14 FEET (5.5 m) WIDE FOR ONE-WAY TRAFFIC AND 20 FEET (8 m) WIDE FOR TWO-WAY TRAFFIC.
4. ALL CUTS AND FILLS SHALL HAVE SIDE SLOPES THAT ARE STABLE FOR THE PARTICULAR SOIL. SLOPES OF 2:1 OR FLATTER ARE RECOMMENDED FOR CLAY SOILS, AND SLOPES OF 3:1 OR FLATTER ARE RECOMMENDED FOR SANDY SOILS.
5. STORMWATER SYSTEM SHALL BE PROVIDED AS NEEDED AND SHALL BE DESIGNED AND CONSTRUCTED ACCORDING TO APLICABLE REGULATIONS.
6. THE ROADBED OR PARKING SURFACE SHALL BE CLEARED OF ALL VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL.
7. A 6 INCH (15 cm) COURSE OF FDOT NO. 1 AGGREGATE SHALL BE APPLIED IMMEDIATELY AFTER GRADING OR THE COMPLETION OF UTILITY INSTALLATION WITHIN THE RIGHT-OF-WAY. FILTER FABRIC MAY BE APPLIED TO THE ROADBED FOR ADDITIONAL STABILITY ACCORDING TO THE FABRIC MANUFACTURER'S SPECIFICATIONS.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
N.T.S.

BY	DESCRIPTION	REV.	DATE
		A	

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE, ALTAMONTE SPRINGS, FL 32714 (407) 774-7778
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

EROSION CONTROL DETAILS

DRAWN: DM	DESIGNED: -	CHECKED: RW	DATE: 6/3/2018
SCALE: N/A	PROJECT: 2017-004	SHEET: C-4.1	

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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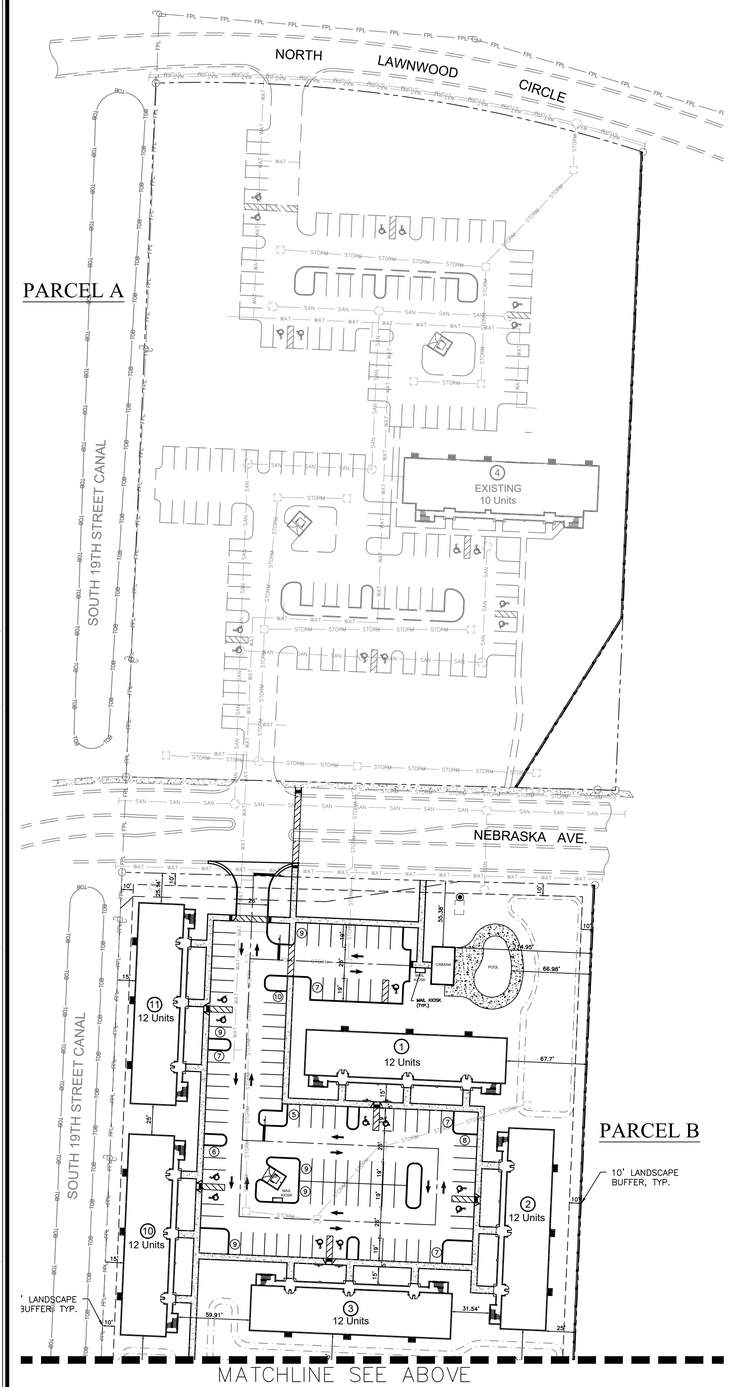
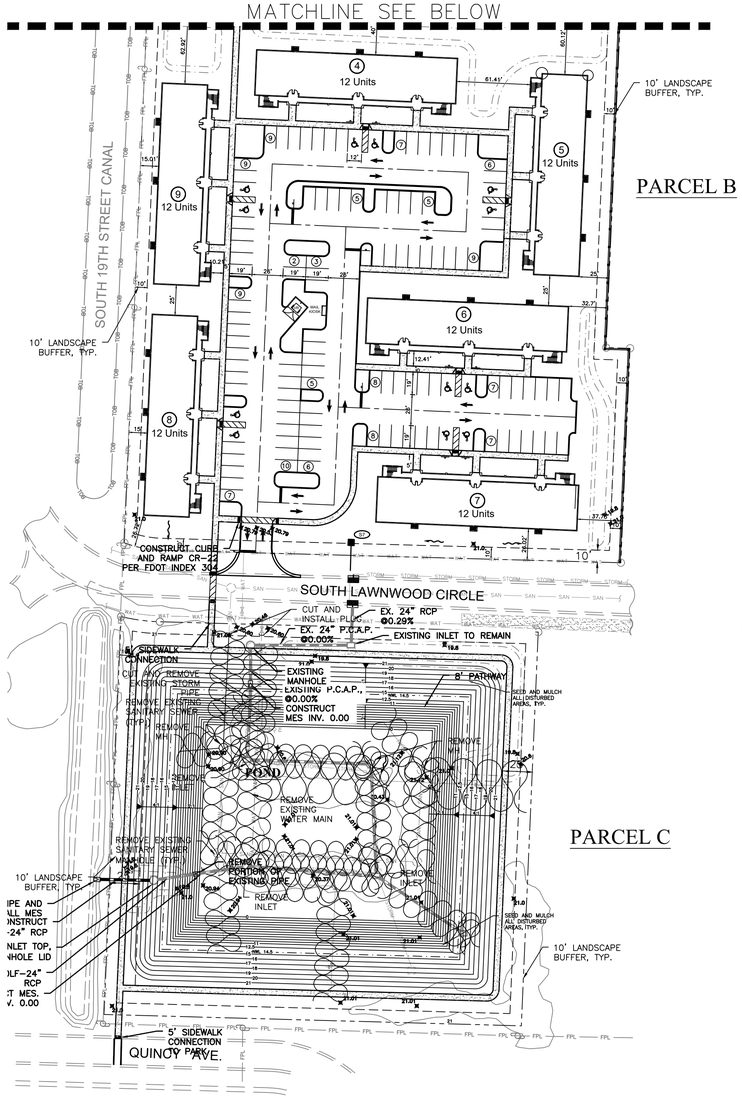
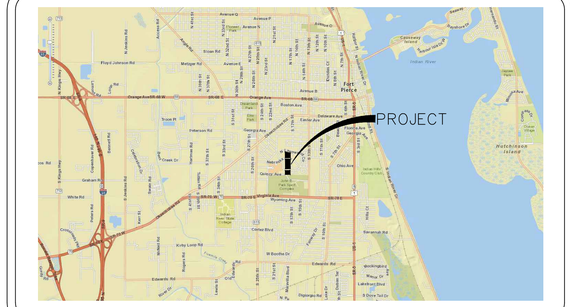
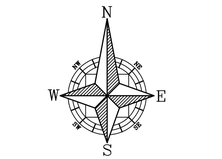




PROJECT LOCATION MAP



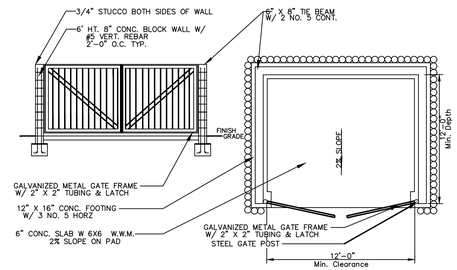


GRAPHIC SCALE

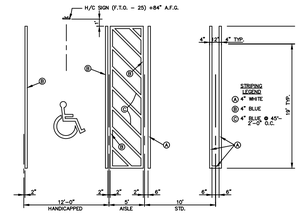
60 0 30 60 120

(IN FEET)
1 inch = 60 ft.

Dumpster Detail



Parking and Striping Detail



PARKING DETAIL

	Parcel A	Parcel B	Parcel C	Total
Gross Area	5.24	7.76	2.66	15.66
# of Buildings	7	11	0	18
1 BR	40	66	0	106
2 BR	42	66	0	108
3BR	4			4
	86	132	0	218
	16.41	17.01	0.00	13.92
Required Parking				
1.5 Spaces Per Unit	129	198	0	327
Provided	149	225	0	374
Parking Ratio	1.73	1.70	0.00	1.72

The property has a zoning of PUD and an overall density of 13.86.
The underlying Land Use is Medium with a 6.5 to 12 DU/Acre.
There is a bonus program for 5 additonal units for a total of 17.
The site should qualify for the total bonus.

SITE DATA

PARCEL ID NUMBER:

PARCEL A	2416-504-0199-000-1	5.35 AC
PARCEL B	2416-504-0199-050-6	7.75 AC
PARCEL C	2416-504-0199-200-3	2.69 AC

PARCEL AREA: 15.8 +/- AC

EXISTING LAND USE: MULTI-FAMILY
PROPOSED LAND USE: MULTI-FAMILY

EXISTING PARCEL ZONING: PUD
PROPOSED PARCEL ZONING: PUD
ADJACENT EXISTING ZONING:
NORTH : R4
SOUTH : OSI
EAST : PUD
WEST : C-1

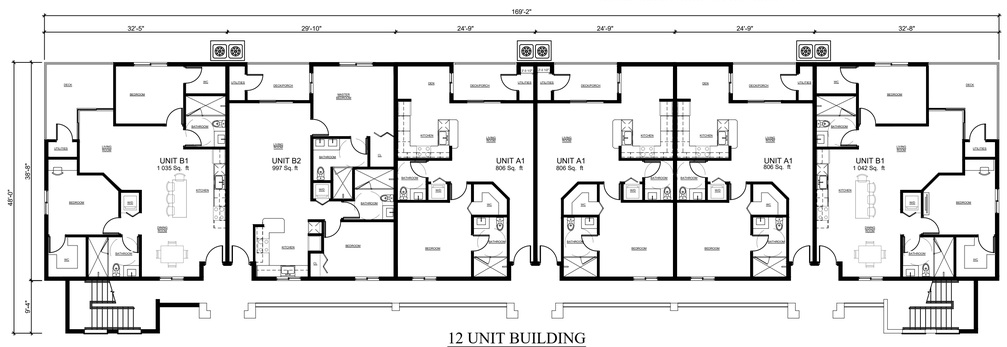
FEMA F.I.R.M. #12111C0187J
FLOOD ZONE: X

BUILDING SETBACKS: REQUIRED / PROVIDED
FRONT: 15'
REAR:
SIDE:

MAXIMUM BUILDING HEIGHT: 35'

PARKING CALCULATIONS:
REQUIRED: MULTI-FAMILY 1.5 SPACE / 1 D.U. @ 218 D.U. = 327
PROPOSED : 375 SPACES @ 1.72 SPACES PER UNIT
ACCESSIBLE PARKING REQUIRED: 9
ACCESSIBLE PARKING PROVIDED: 39

	North	Middle	South	Total
Gross Area	5.24	7.76	2.66	15.66
Pervious				
Water Management	0.06	0.51	0.20	0.77
Other	1.86	2.66	0.95	5.47
Total	1.92	3.17	1.15	6.24
Impervious				
Buildings	1.27	1.91	0.70	3.88
Pavement	1.68	2.21	0.71	4.60
Walkways	0.28	0.38	0.11	0.77
Pool/Cabana	0.09	0.09	0.00	0.18
Total	3.32	4.59	1.52	9.43
Open Space	1.88	2.81	1.01	5.70
Area	5.24	7.76	2.66	15.66
%	35.84%	36.25%	37.97%	36.40%



12 UNIT BUILDING
NTS

DRAWN:	DM
DESIGNED:	—
CHECKED:	RW
DATE:	6/3/2018
SCALE	1" = 60'
PROJECT	2017-004
SHEET	C-5.0

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE,
ALTAMONTE SPRINGS, FL 32714
(407) 862-2502
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

SITE PLAN

REV.	DATE	DESCRIPTION	BY

WGC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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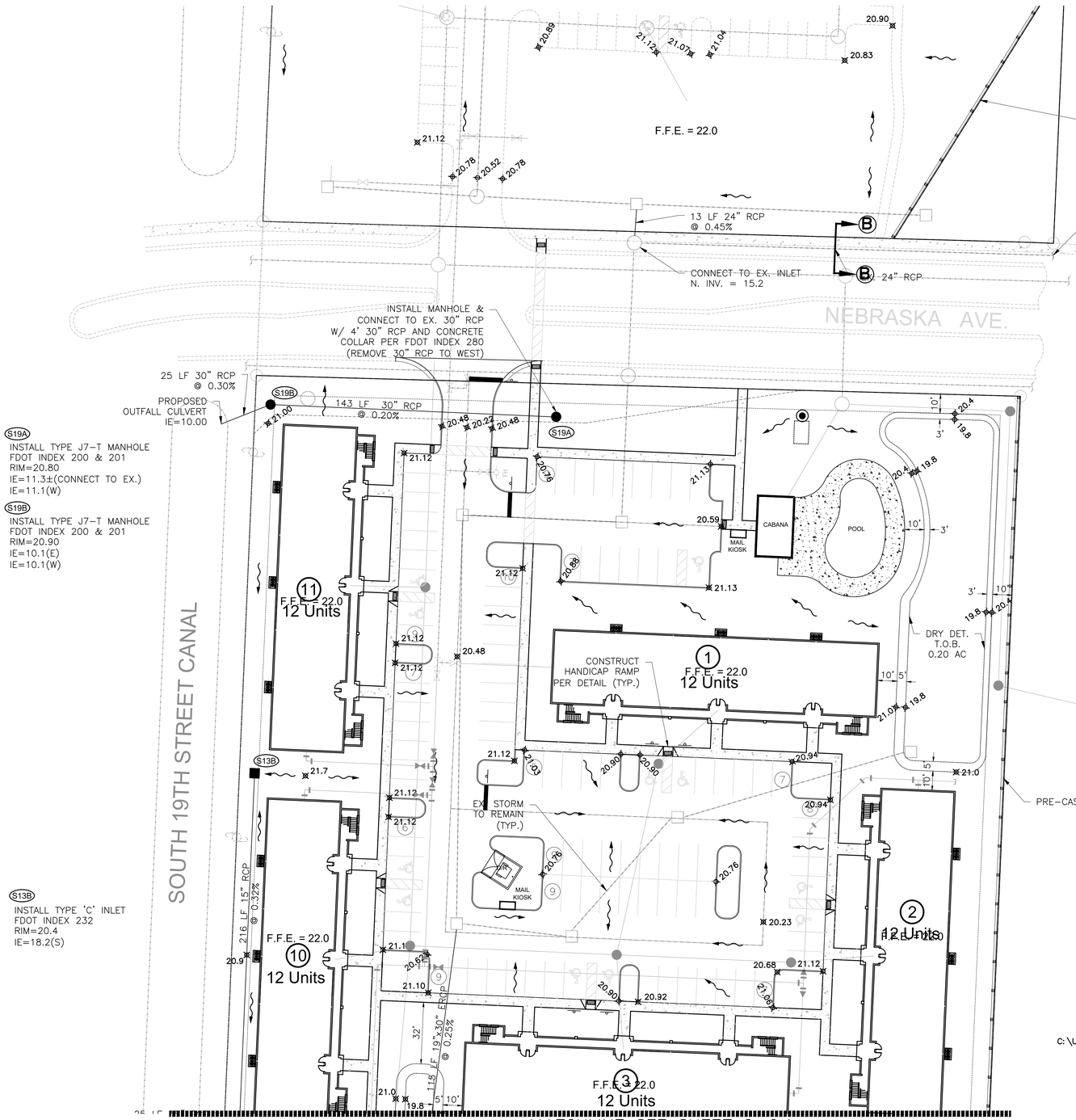

S13B
INSTALL TYPE 'C' INLET
FDOT INDEX 232
RIM=20.4
IE=18.2(S)

2 PRE-FABRICATED STACKED STONE WALL DETAIL

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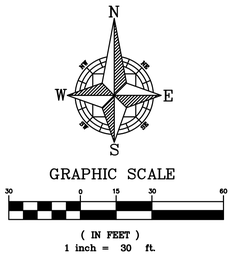
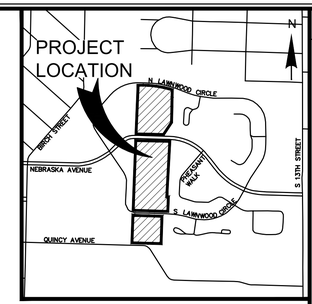
1 PRE-FABRICATED STACKED STONE RESIDENTIAL DETAIL





LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- XX LF X" RCP @ X.XX% — PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

REV.	DATE	DESCRIPTION	BY
A			

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE,
ALTAMONTE SPRINGS, FL 32714
(407) 772-1434
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE PLAN

DRAWN: DM
DESIGNED: --
CHECKED: RW
DATE: 6/3/2018

SCALE: 1" = 30'
PROJECT: 2017-004
SHEET: C-6.0

VG GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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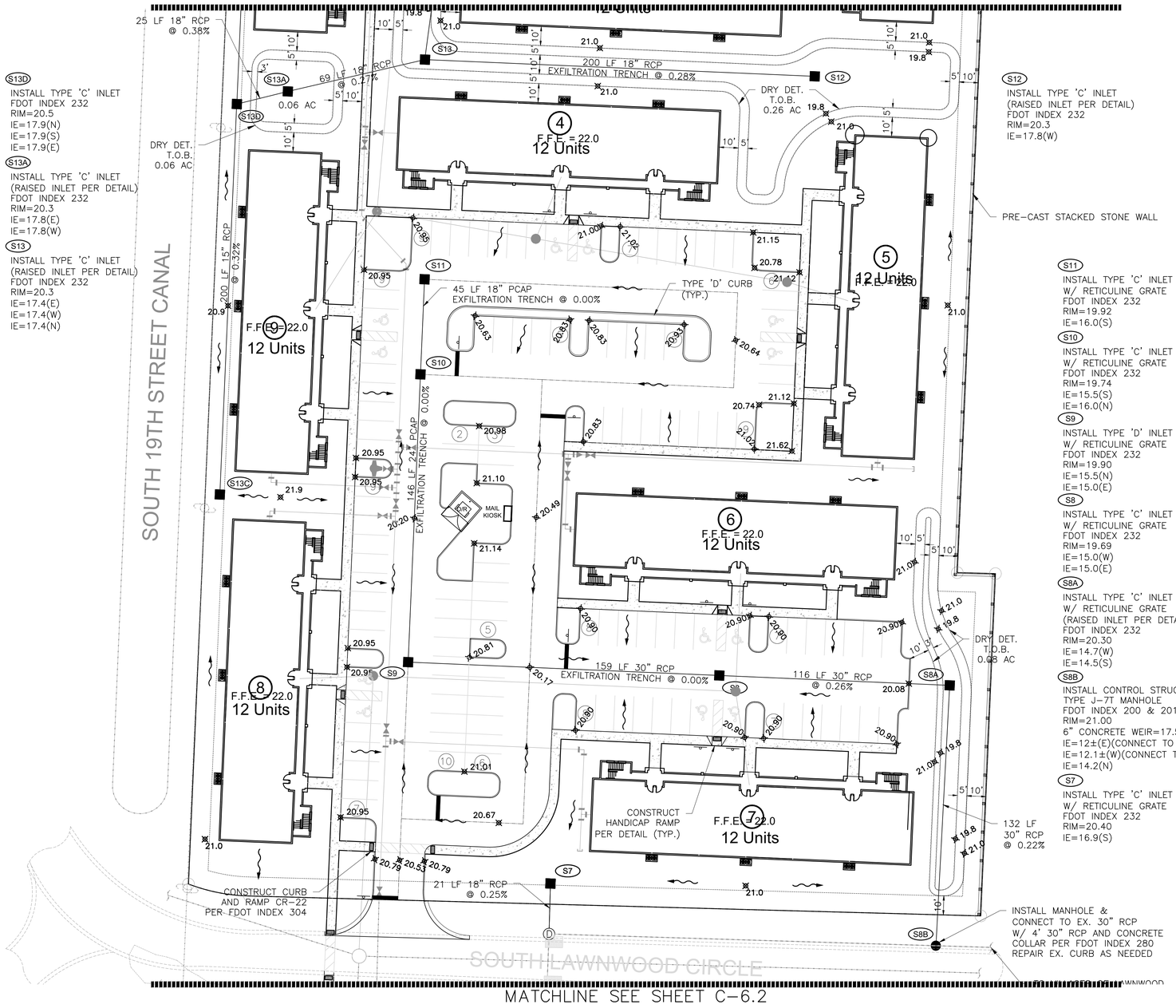

S13D
INSTALL TYPE 'C' INLET
FDOT INDEX 232
RIM=20.5
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IE=17.9(S)
IE=17.9(E)

S13A
INSTALL TYPE 'C' INLET
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.3
IE=17.8(E)
IE=17.8(W)

S13
INSTALL TYPE 'C' INLET
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.3
IE=17.4(E)
IE=17.4(W)
IE=17.4(N)

S12
INSTALL TYPE 'C' INLET
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.3
IE=17.8(W)

S11
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.92
IE=16.0(S)

S10
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
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IE=15.5(S)
IE=16.0(N)

S9
INSTALL TYPE 'D' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.90
IE=15.5(N)
IE=15.0(E)

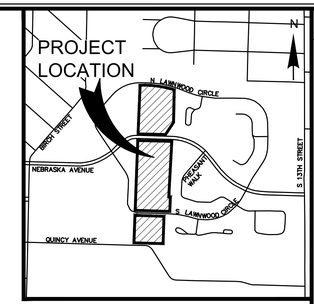
S8
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=19.69
IE=15.0(W)
IE=15.0(E)

S8A
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
(RAISED INLET PER DETAIL)
FDOT INDEX 232
RIM=20.30
IE=14.7(W)
IE=14.5(S)

S8B
INSTALL CONTROL STRUCTURE
TYPE J-7T MANHOLE
FDOT INDEX 200 & 201
RIM=21.00
6" CONCRETE WEIR=17.50
IE=12±(E)(CONNECT TO EX.)
IE=12.1±(W)(CONNECT TO EX.)
IE=14.2(N)

S7
INSTALL TYPE 'C' INLET
W/ RETICULINE GRATE
FDOT INDEX 232
RIM=20.40
IE=16.9(S)

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.



LOCATION MAP
(N.T.S.)

LEGEND
- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- XX LF X" RCP @ X.XX% — PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

BY	DESCRIPTION	DATE	REV.

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL 32714
(407) 975-2583
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE PLAN

DRAWN:	DESIGNED:	CHECKED:	DATE:
DM	—	RW	6/3/2018

SCALE	PROJECT	SHEET
1" = 30'	2017-004	C-6.1

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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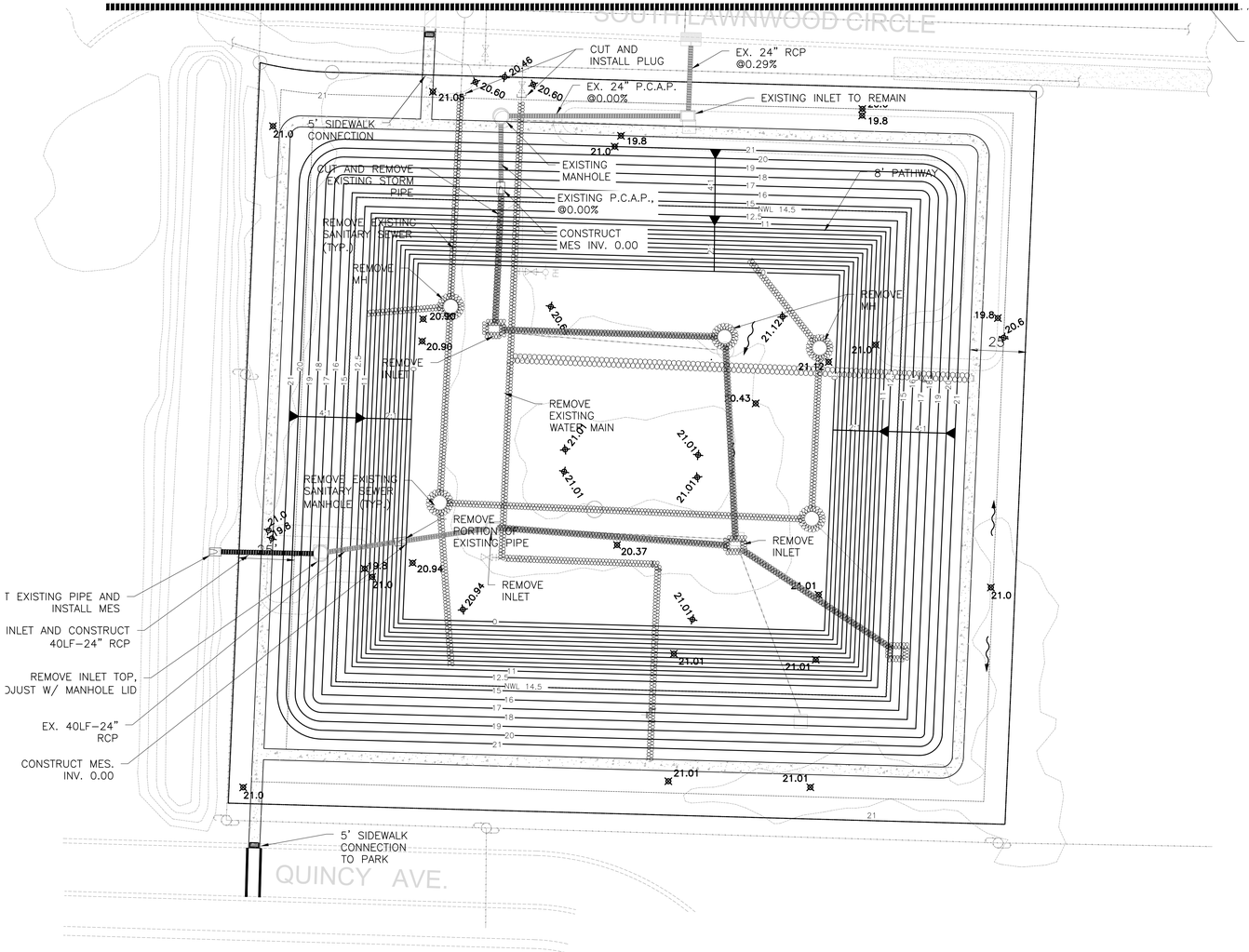
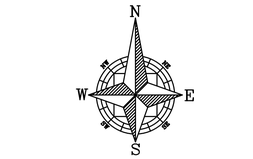
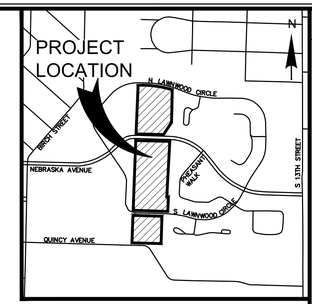
MATCHLINE SEE SHEET PGD-1.2







LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- XX LF X" RCP / X.XX% — PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- 21.13 — PROPOSED GRADE ELEVATION

REV.	DATE	DESCRIPTION	BY
A			

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE,
ALTAMONTE SPRINGS, FL 32714
(407) 774-7778 FAX 253
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE PLAN

DRAWN:	DESIGNED:	CHECKED:	DATE:
DM	--	RW	6/3/2018

SCALE	PROJECT	SHEET
1" = 30'	2017-004	C-6.2

WGROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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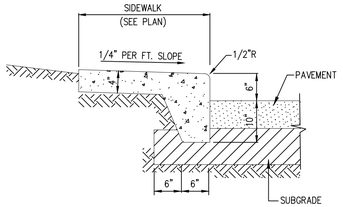
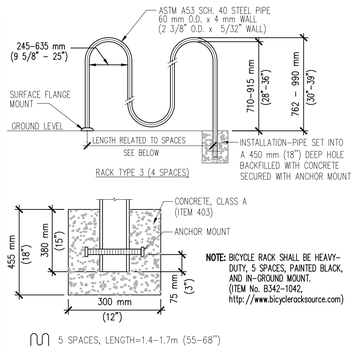


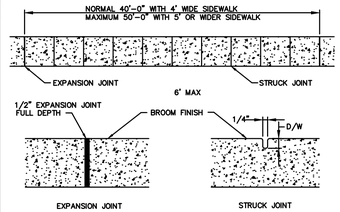
1 MONOLITHIC CURB & SIDEWALK DETAIL
(3,500 PSI (MIN))

NTS



2 BIKE RACK

NTS

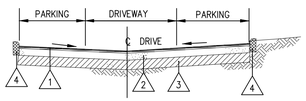


3 CONCRETE SIDEWALK
(3,500 PSI (MIN))

NTS

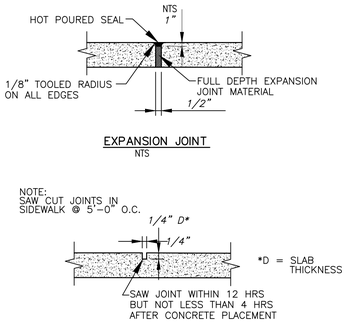
KEY TO ONSITE PAVEMENT SECTIONS

1. 1-1/2" TYPE S-9.5 ASPHALTIC CONCRETE - F.D.O.T. SECTION 331 MIN. MARSHALL STABILITY OF 1500#.
2. 6" CRUSHED CONCRETE BASE COURSE STABILIZED TO A MINIMUM (LBR) OF 100 AND COMPACTED TO 98% OF THE MODIFIED PROCTOR MAX. DRY DENSITY (AASHTO T-180). FDOT SECTION 200. DENSITY TEST SHALL BE PERFORMED EVERY 5,000 SQUARE FEET.
3. 12" STABILIZED SUBBASE STABILIZED TO A MIN. LIMEROCK BEARING RATIO (LBR) OF 40 AND COMPACTED TO 98% F.D.O.T. SECTION 160.
4. FDOT TYPE D CURB



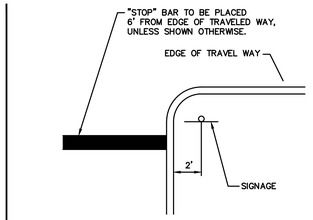
4 PAVEMENT SECTIONS

NTS



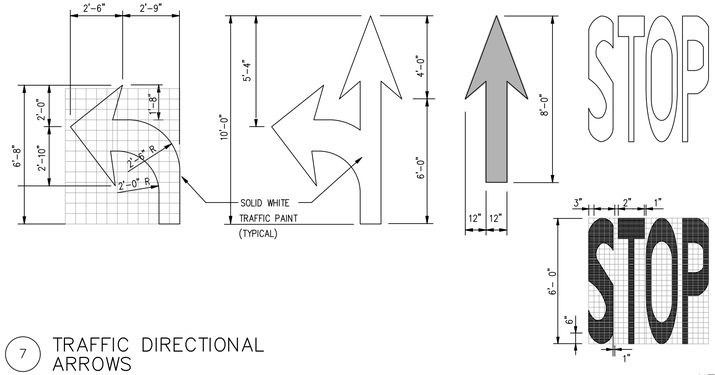
5 SAWED CONSTRUCTION JOINT

NTS



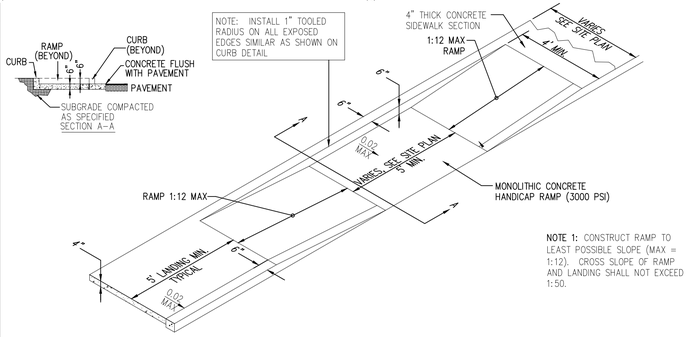
6 STOP BAR W/ SIGNAGE

NTS



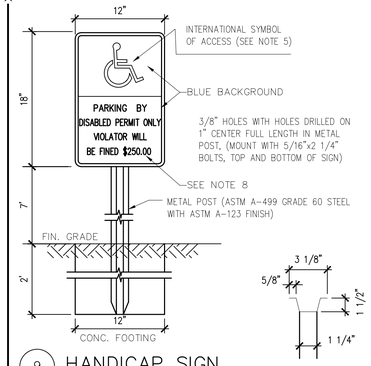
7 TRAFFIC DIRECTIONAL ARROWS

NTS



8 SIDE WALK HANDICAP RAMP
3000 PSI (MIN.) CONCRETE

NTS

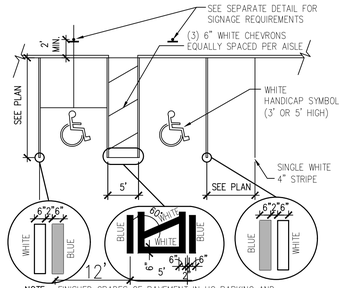


9 HANDICAP SIGN

NTS

NOTES:

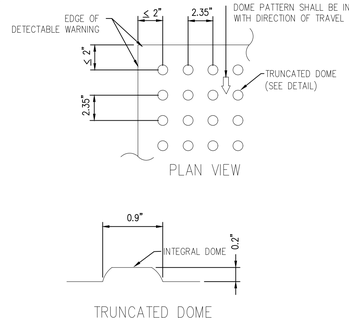
1. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE.
2. METAL POST TO BE GALVANIZED. ALL BOLTS, NUTS WASHERS AND SCREWS MUST BE RUSTPROOF.
3. CONCRETE FOR FOOTING SHALL BE PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 p.s.i.
4. SIGNS WILL BE FABRICATED BY USING REFLECTING COATING IN THE SYMBOL, MESSAGE AND BORDER APPLIED TO A SHEET ALUMINUM BACKING (.080) IN THICKNESS.
5. MESSAGE LETTERING SHALL BE UPPER CASE (WHITE)(SERIES B) 2" HIGH IN ACCORDANCE WITH MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
6. THE SYMBOL IS COMPOSED OF TWO ELEMENTS, A WHITE WHEELCHAIR FIGURE (WHICH SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACKGROUND, INTERNATIONAL BLUE IN COLOR (FED. STD. 595a, COLOR #15180).
7. SIGN POST SHALL BE MIN. 1' CLEAR FROM BACK OF WHEEL STOP OR CURB.
8. CONTRACTOR SHALL VERIFY FINE AMOUNT WITH LOCAL ORDINANCE.



NOTE: FINISHED GRADES OF PAVEMENT IN HC PARKING AND ACCESSIBILITY AISLE SHALL NOT EXCEED 1:50 SLOPE IN ANY DIRECTION.
SEE PLAN FOR STYLE OF HANDICAP RAMP
HANDICAP STRIPING SHALL CONFORM TO FDOT INDEX 17346 (LATEST EDITION)

10 HANDICAP STRIPING

NTS



NOTE:

1. CURB RAMP RUNNING SLOPES SHALL NOT BE STEEPER THAN 1:12 AND CROSS SLOPE SHALL BE 0.02 OR FLATTER.
2. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED BY TEXTURING OR APPLYING A TRUNCATED DOME MATERIAL IN CONFORMANCE WITH THE U.S. DEPARTMENT OF JUSTICE A.D.A. STANDARDS FOR ACCESSIBLE DESIGN, A.D.A. ACCESSIBILITY GUIDELINES, SECTION 4.29.2. TRANSITION SLOPES ARE NOT TO HAVE DETECTABLE WARNINGS.
3. WHERE A CURB RAMP IS CONSTRUCTED WITHIN AN EXISTING CURB, CURB AND GUTTER AND/OR SIDEWALK, THE EXISTING CURB OR CURB AND GUTTER SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE CURB TRANSITIONS OR TO THE EXTENT THAT NO REMAINING SECTION OF CURB OR CURB AND GUTTER IS LESS THAN 5' LONG. THE EXISTING SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE TRANSITION SLOPE WALK AROUND OR TO THE EXTENT THAT NO REMAINING SECTION OF SIDEWALK IS LESS THAN 5'.
4. WHERE ADJACENT WALKING SURFACES ARE COLORED OR ARE CONSTRUCTED WITH MATERIALS OTHER THAN STANDARD CLASS I PORTLAND CEMENT CONCRETE IN ACCORDANCE WITH SECTION 522 OF THE SPECIFICATIONS, THE PLAN MUST PROVIDE FOR DETECTABLE WARNING SURFACE COLORS OR MATERIALS THAT PROVIDE THE NECESSARY CONTRAST, EITHER DARK-ON-LIGHT OR LIGHT-ON-DARK. (SAFETY YELLOW OR BRICK RED)
5. RECOMMENDED MANUFACTURER: ENGINEERED PLASTICS, INC. (ARMOR TILE) OLYMPIC TOWERS, 300 PEARL STREET, SUITE 200, BUFFALO, NY 14202. PHONE: (800) 682-2525

11 CURB RAMP DETECTABLE WARNING
3000 PSI (MIN.) CONCRETE

NTS

BY	DESCRIPTION	DATE	REV.

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE, ALTAMONTE SPRINGS, FL 32714 (407) 862-2502
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

CIVIL SITE DETAILS

DRAWN: DM | DESIGNED: --- | CHECKED: RW | DATE: 6/3/2018

SCALE: N/A | PROJECT: 2017-004 | SHEET: C-6.3

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

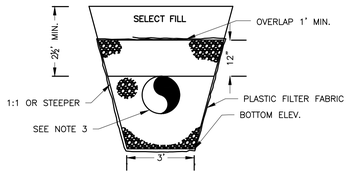
NOT FOR CONSTRUCTION
7/17/18

C:\Users\Dennis Murray\Dropbox\Rick Wohlfarth\Mayfair\DWG\Construction Plans\2017.004-C6.3 - Civil Site Details.dwg Modified:6/3/2018 By:dennis murray Plotted By:dennis murray

STORM DRAINAGE CONSTRUCTION NOTES

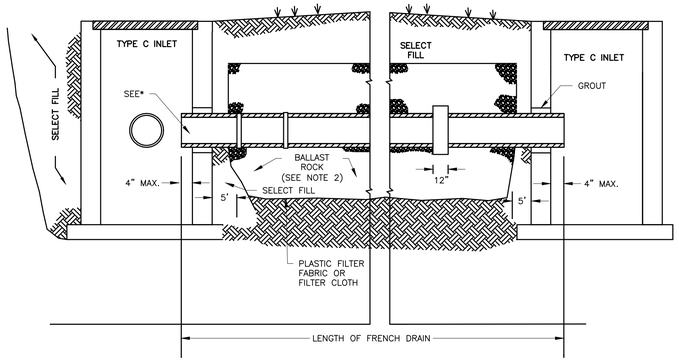
ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE
   A. SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO MP7, ASTM D3350 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER OR
   B. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
2. ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 30 INCHES. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN INCH (15") DIAMETER OR EQUIVALENT. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH ASTM C-478 AND SHALL HAVE 8" THICK WALLS, 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS-BUILT PLANS.
6. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
7. FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND/OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 2.5 FEET PER SECOND USING A MANNING'S 'n' OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
8. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
9. ALL SWALES AND DITCHES SHALL HAVE A MAXIMUM PERMITTED SIDE SLOPE NOT GREATER THAN 4 TO 1 AT A MINIMUM. THE MAXIMUM PERMITTED BACKSLOPE, SHALL BE 3:1, PROVIDED THAT A 2' WIDE BERM IS INSTALLED. DESIGN CENTERLINE AND TOP-OF-BANK ELEVATIONS SHALL BE NOTED AT INTERVALS OF 100'.
10. NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 12" MAXIMUM BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
11. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
12. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THAT MAY BE REQUIRED.
14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF ALL PERMITS AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMITS.
15. PERMANENT VEGETATIVE COVER TO BE ESTABLISHED ON ALL DISTURBED AREAS. FLAT AREAS MAY BE SEEDED, SLOPES WILL NEED TO BE SODDED.

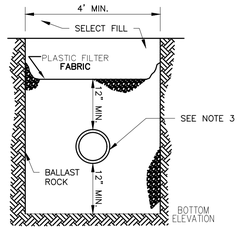


ALT. TRANS. SECTION

MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL OR WHERE CAVE IN BELOW THE WATER TABLE IS LIKELY TO OCCUR. TO BE USED AT THE ENGINEER'S DISCRETION.



LONGITUDINAL SECTION

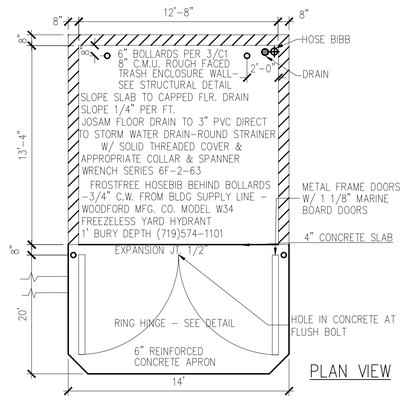


TRANSVERSE SECTION

NOTES:

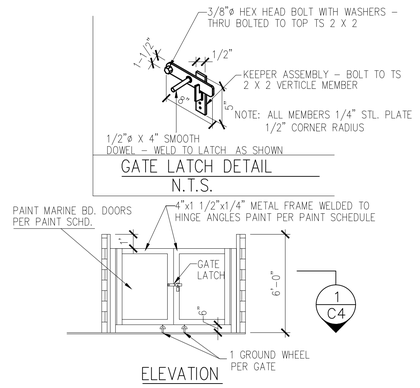
1. PLASTIC FILTER FABRIC OR FILTER CLOTH (AT EA. SIDE, TOP AND BOTTOM) SHALL BE USED IN SANDY AREAS AS NOTED IN PLANS AND/OR AS DIRECTED BY THE ENGINEER.
2. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION, IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF IT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE BALLAST ROCK TO THE PROPER ELEVATION, SO THAT THE EXFILTRATION TRENCH BE COMPLETED IN ACCORDANCE WITH THE DETAILS.
3. INVERT ELEVATION TO BE AS SHOWN IN PLANS.

9 EXFILTRATION TRENCH DETAIL
N.T.S.



PLAN VIEW

X DUMPSTER ENCLOSURE NTS



ELEVATION

X DUMPSTER ENCLOSURE GATE NTS

MISC022A.DWG

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REV.	DATE	DESCRIPTION	BY

IBI GROUP (FLORIDA) INC.
ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS ENVIRONMENTAL CONSULTANTS
2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FL 32751 (407) 660-1220
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 970-2200
ORLANDO POMPANO BEACH
HTTP://WWW.IBIGROUP.COM

MAYFAIR
FORT PIERCE, FLORIDA

PAVING, GRADING AND DRAINAGE DETAILS

DRAWN:	DESIGNED:	CHECKED:	DATE:
BW		RW	6/3/2018

SCALE	PROJECT	SHEET
N/A	38890	C-6.4

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

NOT FOR CONSTRUCTION
7/17/18

C:\Users\Dennis Murray\Dropbox\Rick Wohlfarth\Mayfair\DWG\Construction Plans\2017.004-C6.5 - Drainage Details.dwg Modified:6/3/2018 By:dennis murray Plotted By:dennis murray

LAST REVISION 11/01/16	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	STRUCTURE BOTTOMS TYPE J AND P	INDEX NO. 200	SHEET NO. 1 of 5

	DIMENSIONS AND QUANTITIES																					
	D	X	A	B	C	E	F	G	H ◆	M	90° CONCRETE SLAB (CY) ▲				SODDING (SY)				W			
											Single Pipe	Double Pipe	Triple Pipe	Quad Pipe	Single Pipe	Double Pipe	Triple Pipe	Quad Pipe				
1:2 Slope	18"	2'-0"	1'-10"	3'-11"	4'-10"	2'-08"	0"	1'-0"	3'-8"	4'-8"	4.63	7.71	10.78	13.84	1.28	0.28	0.39	0.51	0.86	23	24	25	30	
	24"	2'-3"	2'-04"	4'-11"	5'-10"	2'-08"	0"	1'-0"	4'-2"	5'-4"	5.56	9.26	12.96	16.66	1.47	0.32	0.45	0.57	0.96	25	27	28	33	
	30"	2'-7"	2'-09"	5'-10"	6'-9"	2'-08"	0"	1'-0"	4'-8"	6'-0"	6.49	10.82	15.14	19.47	1.66	0.36	0.51	0.65	1.06	27	29	31	35	
	36"	3'-0"	3'-03"	6'-10"	7'-9"	2'-08"	0"	1'-0"	5'-2"	6'-8"	7.42	12.37	17.32	22.27	1.85	0.40	0.57	0.73	1.16	29	31	33	38	
	42"	3'-6"	3'-08"	7'-10"	8'-9"	2'-08"	0"	1'-0"	5'-8"	7'-4"	8.35	13.92	19.49	25.06	2.04	0.44	0.63	0.81	1.26	31	33	35	41	
	48"	4'-0"	4'-01"	8'-10"	9'-9"	2'-08"	0"	1'-0"	6'-2"	7'-10"	9.28	15.47	21.66	27.85	2.23	0.48	0.69	0.89	1.36	33	35	37	43	
	54"	4'-6"	4'-07"	9'-10"	10'-9"	2'-08"	0"	1'-0"	6'-8"	8'-4"	10.21	17.02	23.83	30.64	2.42	0.52	0.75	0.97	1.46	35	37	39	46	
	60"	5'-0"	5'-01"	10'-10"	11'-09"	2'-08"	0"	1'-0"	7'-2"	8'-10"	11.14	18.57	26.00	33.43	2.61	0.56	0.81	1.05	1.56	37	39	41	48	
	66"	5'-6"	5'-06"	11'-10"	12'-9"	2'-08"	0"	1'-0"	7'-8"	9'-6"	12.07	20.12	28.17	36.22	2.80	0.60	0.87	1.13	1.66	39	41	43	50	
	72"	6'-0"	6'-04"	12'-10"	13'-9"	2'-08"	0"	1'-0"	8'-2"	10'-0"	13.00	21.67	30.34	39.01	2.99	0.64	0.93	1.21	1.76	41	43	45	53	
1:4 Slope	18"	2'-0"	1'-10"	3'-11"	4'-10"	2'-08"	0"	1'-0"	3'-8"	4'-8"	4.63	7.71	10.78	13.84	1.28	0.28	0.39	0.51	0.86	23	24	25	30	
	24"	2'-3"	2'-04"	4'-11"	5'-10"	2'-08"	0"	1'-0"	4'-2"	5'-4"	5.56	9.26	12.96	16.66	1.47	0.32	0.45	0.57	0.96	25	27	28	33	
	30"	2'-7"	2'-09"	5'-10"	6'-9"	2'-08"	0"	1'-0"	4'-8"	6'-0"	6.49	10.82	15.14	19.47	1.66	0.36	0.51	0.65	1.06	27	29	31	35	
	36"	3'-0"	3'-03"	6'-10"	7'-9"	2'-08"	0"	1'-0"	5'-2"	6'-8"	7.42	12.37	17.32	22.27	1.85	0.40	0.57	0.73	1.16	29	31	33	38	
	42"	3'-6"	3'-08"	7'-10"	8'-9"	2'-08"	0"	1'-0"	5'-8"	7'-4"	8.35	13.92	19.49	25.06	2.04	0.44	0.63	0.81	1.26	31	33	35	41	
	48"	4'-0"	4'-01"	8'-10"	9'-9"	2'-08"	0"	1'-0"	6'-2"	7'-10"	9.28	15.47	21.66	27.85	2.23	0.48	0.69	0.89	1.36	33	35	37	43	
	54"	4'-6"	4'-07"	9'-10"	10'-9"	2'-08"	0"	1'-0"	6'-8"	8'-4"	10.21	17.02	23.83	30.64	2.42	0.52	0.75	0.97	1.46	35	37	39	46	
	60"	5'-0"	5'-01"	10'-10"	11'-09"	2'-08"	0"	1'-0"	7'-2"	8'-10"	11.14	18.57	26.00	33.43	2.61	0.56	0.81	1.05	1.56	37	39	41	48	
	66"	5'-6"	5'-06"	11'-10"	12'-9"	2'-08"	0"	1'-0"	7'-8"	9'-6"	12.07	20.12	28.17	36.22	2.80	0.60	0.87	1.13	1.66	39	41	43	50	
	72"	6'-0"	6'-04"	12'-10"	13'-9"	2'-08"	0"	1'-0"	8'-2"	10'-0"	13.00	21.67	30.34	39.01	2.99	0.64	0.93	1.21	1.76	41	43	45	53	

◆ See General Note No. 9. See Sheet 5 For 3" Slab Quantities

▲ Values shown for estimating pipe quantities and are for information only.

B Dimensions permitted to allow use of a standard pipe length.

E Dimensions permitted to allow use of 12' standard pipe lengths.

□ Concrete slab shall be sloped to form bridge across crown of pipe. See section below.

LAST REVISION 11/01/16	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	CROSS DRAIN MITERED END SECTION	INDEX NO.	SHEET NO. 1of 6

LAST REVISION 11/01/16	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	CURB INLET TOPS TYPES 5 AND 6	INDEX NO.	SHEET NO.
					211	1of 5

RECOMMENDED MAXIMUM PIPE SIZES	
Inlet Inside Width	Pipe Size
2'-0" & 2'-6"	18"
3'-0" & 3'-6"	24"

Note: Recommended sizes are for concrete pipe. Sizes for other types of pipe must be verified for fit in accordance with Index No. 201. For larger pipe see bottom detail above and Index No. 280.

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWF
0' - 5'	A12	0.20	12"	9"
5' - 9'	A6	0.20	6"	9"
9' - 12'	A4	0.29	4"	9"
9' - 15'	#5.5	0.24	10"	9"

LAST REVISION 11/01/16	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	GUTTER INLET TYPE V	INDEX NO. 221	SHEET NO. 1 of 2

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWF
0'-5'	A12	0.20	12"	9"
5'-9'	A6	0.20	6"	9"
9'-12'	A4	0.20	4"	9"
9'-15'	#5.5	0.24	10"	9"

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWF
0'-5'	A12	0.20	12"	9"
5'-9'	A6	0.20	6"	9"
9'-12'	A4	0.20	4"	9"
9'-15'	#5.5	0.24	10"	9"

LAST REVISION 11/01/16	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX NO. 232	SHEET NO. 1 of 7

LAST REVISION 07/01/00	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	CURB & CURB AND GUTTER	INDEX NO. 300	SHEET NO. 1of 2

LAST REVISION 07/01/00	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	CURB & CURB AND GUTTER	INDEX NO. 300	SHEET NO. 2of 2

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWF
0'-5'	A12	0.20	12"	9"
5'-9'	A6	0.20	6"	9"
9'-12'	A4	0.20	4"	9"
9'-15'	#5.5	0.24	10"	9"

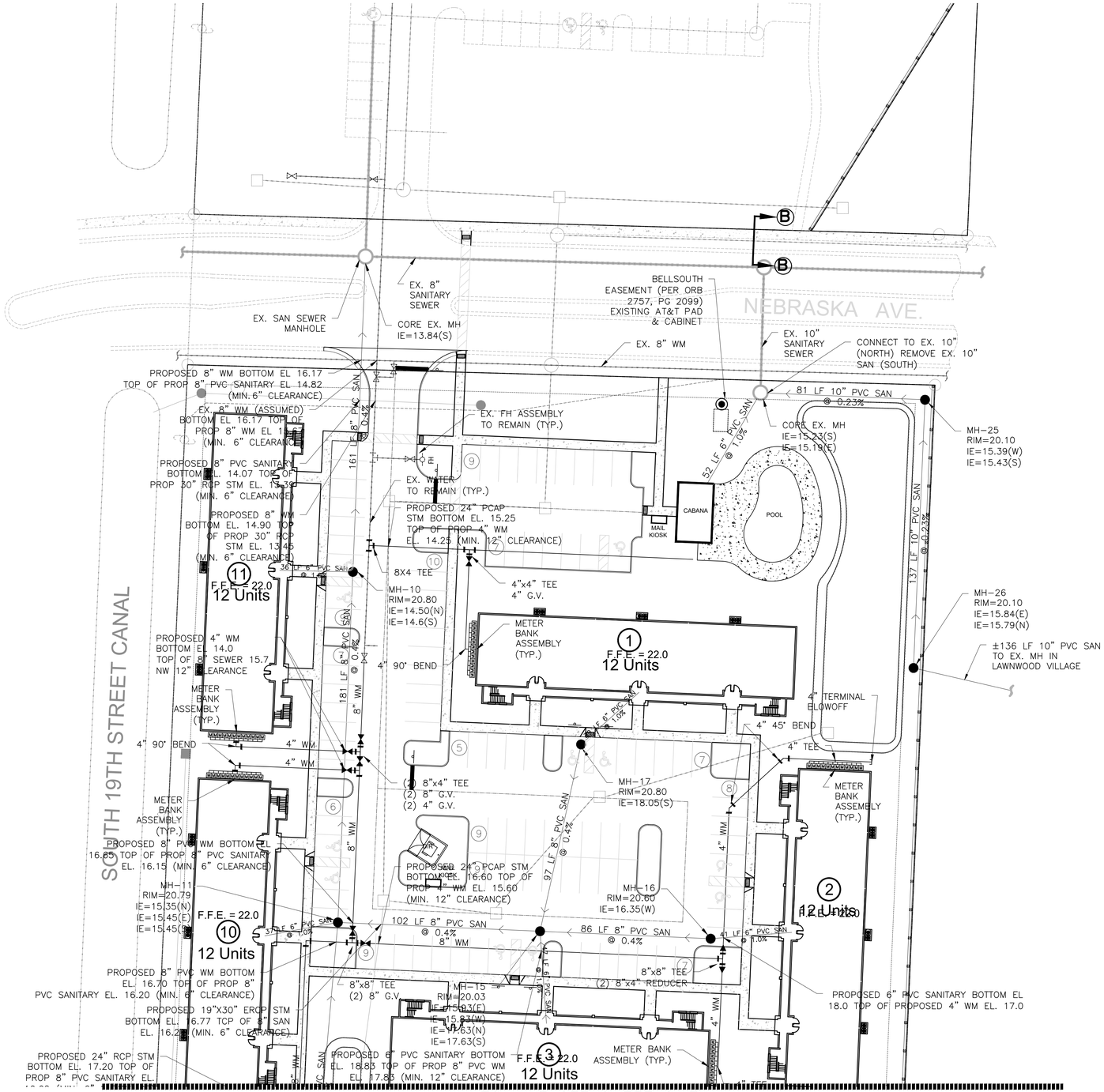
WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWF
0'-5'	A12	0.20	12"	9"
5'-9'	A6	0.20	6"	9"
9'-12'	A4	0.20	4"	9"
9'-15'	#5.5	0.24	10"	9"

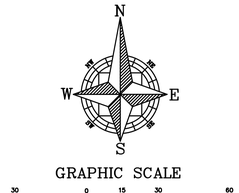
LAST REVISION 11/01/16	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX NO. 304	SHEET NO. 5 of 8

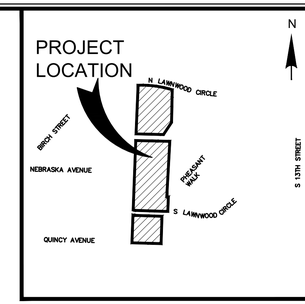
LAST REVISION 11/01/16	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX NO. 304	SHEET NO. 4 of 8

LAST REVISION 11/01/16	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	CONCRETE SIDEWALK	INDEX NO. 310	SHEET NO. 1of 2

LAST REVISION 07/01/12	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	CURB INLET TOPS TYPES 5 AND 6	INDEX NO. 211	SHEET NO. 3of 5







LOCATION MAP
(N.T.S.)

LEGEND

- 8" WM — PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- FH — EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- XX LF X" PVC SAN @ X.XX% — PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN

EXISTING UTILITIES
- = LIGHT POLE
- = WOOD POWER POLE
- = FIRE HYDRANT
- = WATER VALVE
- = CATCH BASIN
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = FPL TRANSFORMER PAD

REV.	DATE	DESCRIPTION	BY

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE, ALTAMONTE SPRINGS, FL 32714 (407) 774-7778
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

WATER AND SEWER PLAN

DRAWN:	DESIGNED:	CHECKED:	DATE:
DM	---	RW	6/3/2018

SCALE	PROJECT	SHEET
1" = 30'	2017-004	C-7.0

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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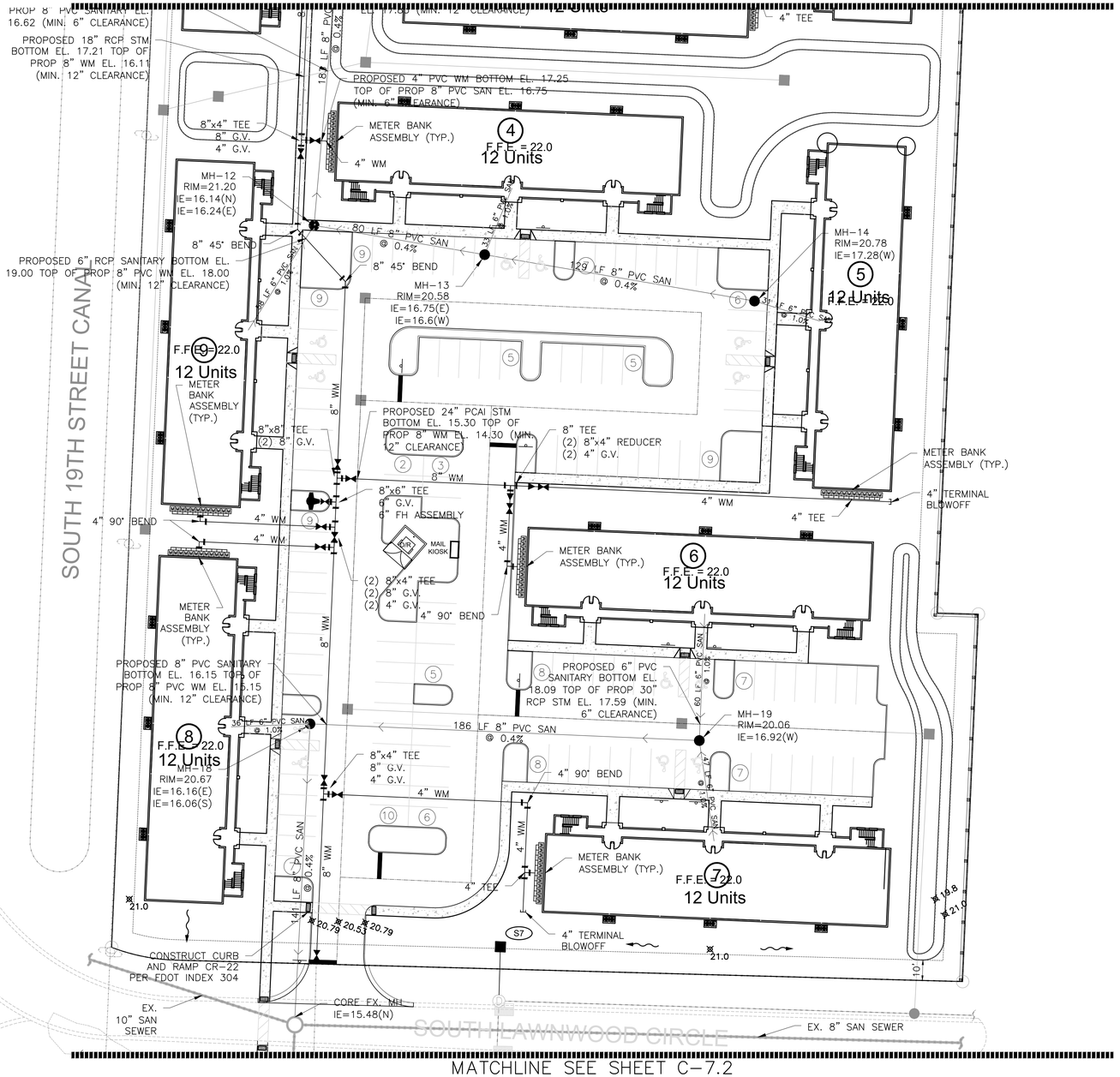
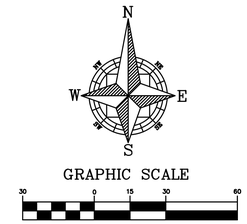
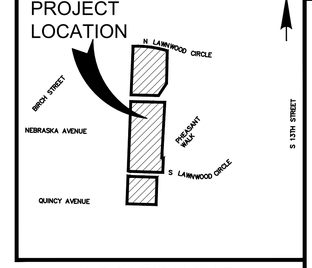
MATCHLINE SEE SHEET C-7.0



MATCHLINE SEE SHEET C-7.2





LOCATION MAP
(N.T.S.)

LEGEND

- 8" WM — PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
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- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
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- PROPOSED STORM CATCH BASIN

EXISTING UTILITIES
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- = FIRE HYDRANT
- = WATER VALVE
- = CATCH BASIN
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = FPL TRANSFORMER PAD

NO.	DESCRIPTION	DATE	BY
1	S 13TH STREET		

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE, ALTAMONTE SPRINGS, FL 32714 (407) 975-7323
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

WATER AND SEWER PLAN

DRAWN: DM
DESIGNED: --
CHECKED: RW
DATE: 6/3/2018

SCALE: 1" = 30'
PROJECT: 2017-004
SHEET: C-7.1

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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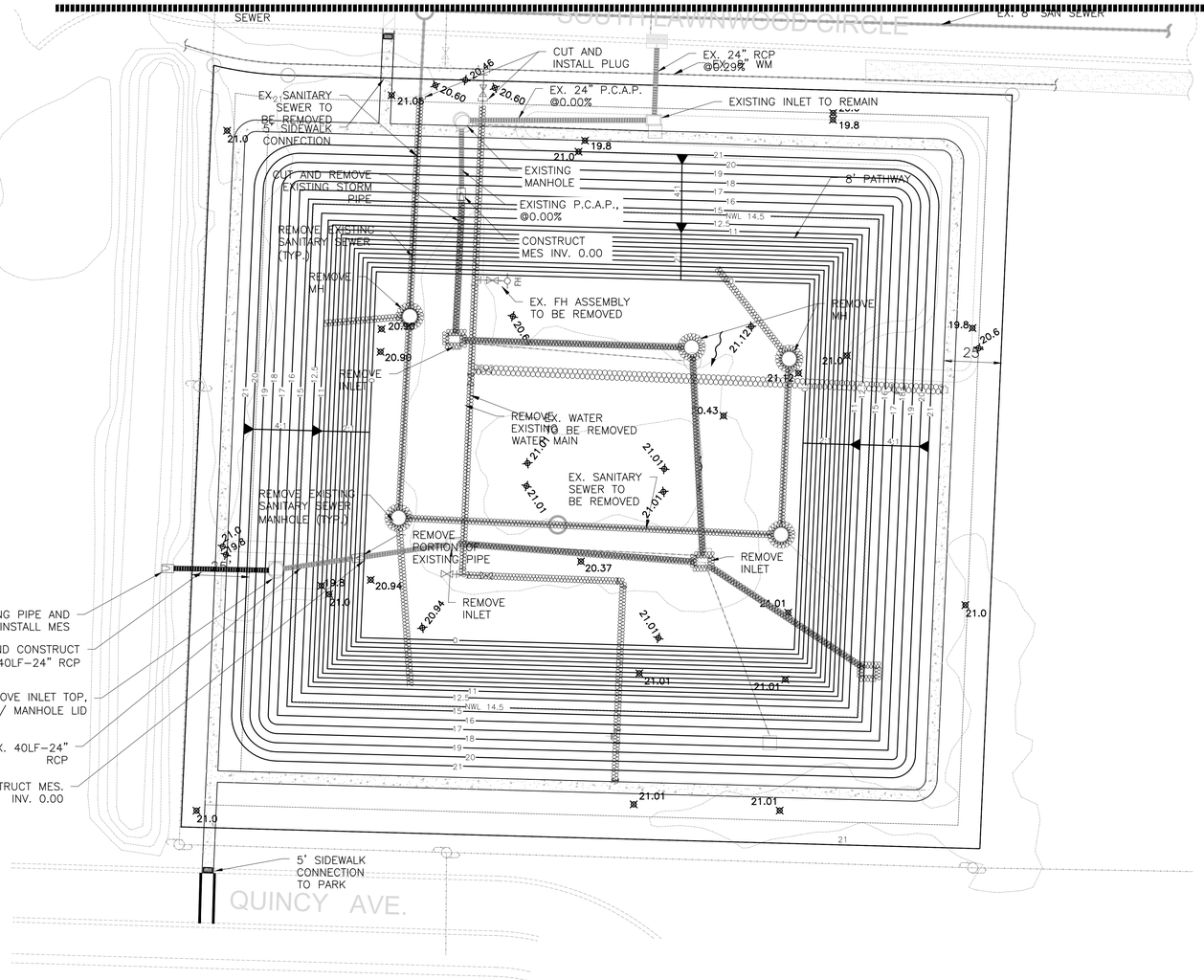
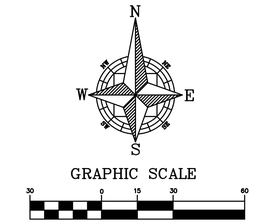
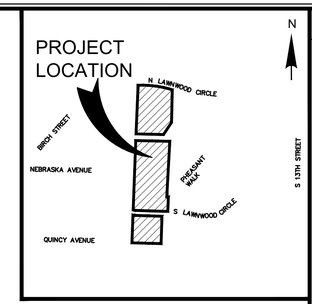
MATCHLINE SEE SHEET C-7.1







LOCATION MAP
(N.T.S.)

LEGEND

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- PROPOSED GATE VALVE
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- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
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EXISTING UTILITIES
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- = CATCH BASIN
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = FPL TRANSFORMER PAD

REV.	DATE	DESCRIPTION	BY

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE,
ALTAMONTE SPRINGS, FL 32714
(407) 774-7778
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

WATER AND SEWER PLAN

DRAWN:	DESIGNED:	CHECKED:	DATE:
DM	---	RW	6/3/2018

SCALE	PROJECT	SHEET
1" = 30'	2017-004	C-7.2

WGC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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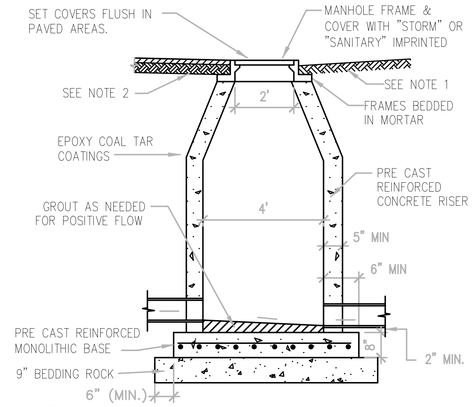
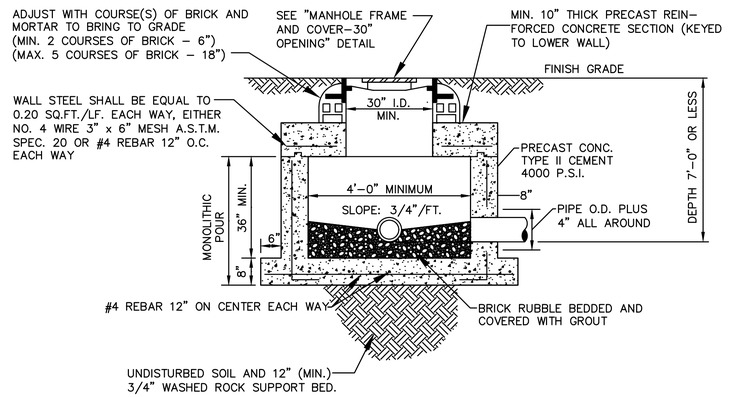


NOTE:
1. IN UNPAVED AREAS TOP OF FRAME SHALL BE 2" ABOVE FINISHED GRADE
2. ALL INPAVEMENT STRUCTURES MUST CONFORM TO H20 LOADING STANDARDS

(X) MANHOLE NTS

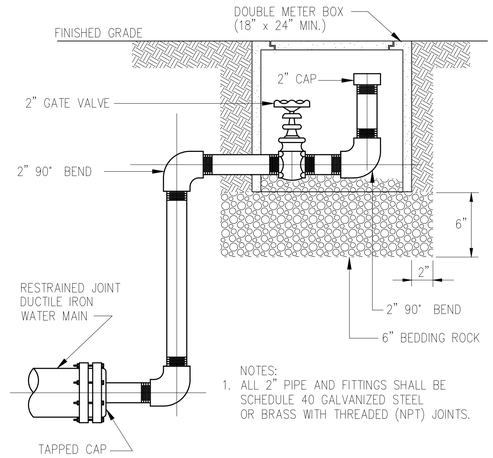
UTL003.DWG



NOTES:

1. BRICK MASONRY CONSTRUCTION TO BE STUCCOED WITH 3/4" CEMENT PLASTER INSIDE AND OUTSIDE, TYPE II CEMENT SHALL BE USED.
2. LIFT HOLES THROUGH PRECAST STRUCTURE ARE NOT PERMITTED.
3. SEE TECHNICAL SPECIFICATIONS FOR BEDDING REQUIREMENTS.
4. "RAM–NEK" OR APPROVED EQUAL AT ALL RISER JOINTS (1/2" THICK WITH WIDTH AT LEAST 1/2 THE WALL THICKNESS) WITH GROUT ON INSIDE AND OUTSIDE.
5. ALL OPENINGS SHALL BE SEALED WITH A WATERPROOF, NON–SHRINKING GROUT.
6. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
7. IF TWO CAGES OF WIRE MESH ARE USED, ONE SHALL BE POSITIONED 3" FROM THE INSIDE SURFACE AND ONE 3" FROM THE OUTSIDE SURFACE. IF A SINGLE CAGE OR REBAR IS USED, IT SHALL BE CENTERED WITHIN WALL THICKNESS. NO EXPOSED STEEL SHALL BE PERMITTED.
8. WALL REINFORCEMENTS A.S.T.M. DESIGNATION A185–64.(LATEST REVISION)(MIN.)
9. MANHOLES SHALL CONFORM TO A.S.T.M. C478.(MIN.)
10. PAINT INSIDE OF MANHOLE WITH TWO (2) COATS OF FLORIDA LINERGUARD 100 OR APPROVED EQUAL, EACH COAT SHALL BE A DIFFERENT COLOR WITH THE FINAL COAT BEING WHITE, ONLY AFTER ACCEPTED VIDEO IS RECORDED.
11. A MINIMUM OF SEVEN DAYS CURE TIME IS REQUIRED PRIOR TO DELIVERY.
12. ALL PIPE HOLES SHALL BE PRECAST OR CORE–DRILLED. OVERSIZED HOLES WILL BE REJECTED.
13. ANY VISIBLE REINFORCING WIRE, STEEL OR HONEYCOMBS SHALL BE CAUSE FOR REJECTION.

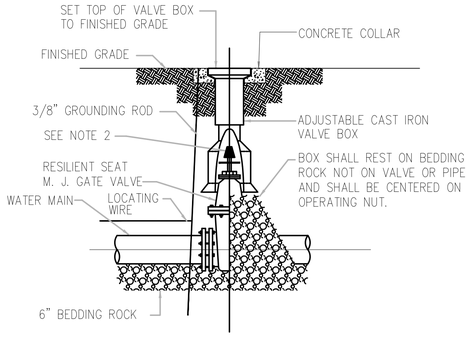
PRECAST SHALLOW MANHOLE TYPE II (6' OR LESS)



NOTES:
1. ALL 2" PIPE AND FITTINGS SHALL BE SCHEDULE 40 GALVANIZED STEEL OR BRASS WITH THREADED (NPT) JOINTS.

(X) BLOWOFF VALVE DETAIL NTS

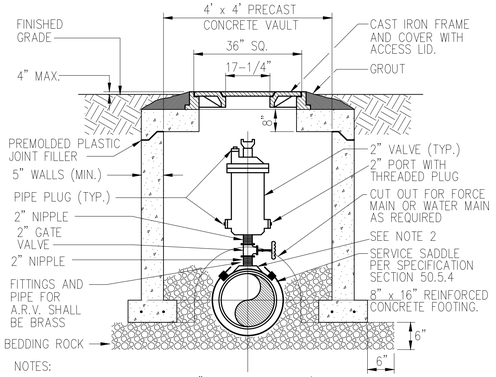
UTL015.DWG



NOTES:
1. PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

(X) GATE VALVE & BOX DETAIL NTS

UTL011.DWG



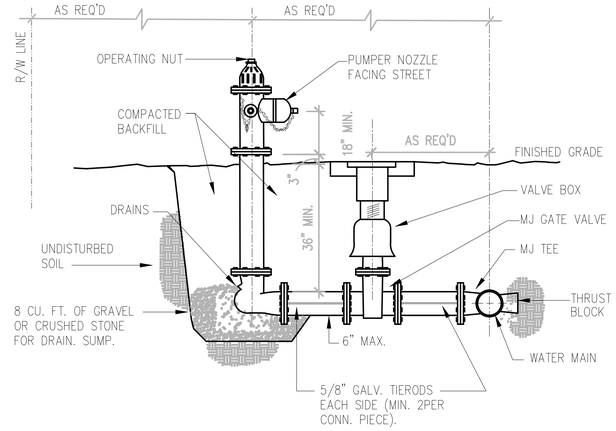
NOTES:
1. ABOVE DETAIL IS BASED ON 2" COMBINATION AIR/VACUUM RELEASE VALVE. CHANGE PIPE AND FITTINGS ACCORDINGLY FOR OTHER VALVE SIZES AND TYPES. VALVE SIZES TO BE DETERMINED BY THE ENGINEER AND APPROVED BYT HE COUNTY PRIOR TO INSTALLATION.
2. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.

(X) AIR RELEASE VALVE NTS

UTL014.DWG

NOTES :

1. VALVE BOX SHALL BE SCREW TYPE ADJUSTABLE AND COVER SHALL BE MARKED "WATER".
2. FIRE HYDRANTS CANNOT BE LOCATED WITHIN THE RADIUS OF STREET CORNERS.
3. HYDRANT SHALL BE LOCATED 4' TO 8' FROM EDGE OF PAVEMENT, IN BETWEEN CURB AND SIDEWALK.
4. HYDRANT SHALL BE PAINTED W/ DUPONT 7744A OR EQUAL.



(X) FIRE HYDRANT DETAIL NTS

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REV.	DATE	DESCRIPTION	BY

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE, ALTAMONTE SPRINGS, FL 32714 (407) 772-1434
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

WATER AND SEWER DETAILS

DRAWN: DM | DESIGNED: - | CHECKED: RW | DATE: 6/3/2018

SCALE: N/A | PROJECT: 2017-004 | SHEET: C-7.3

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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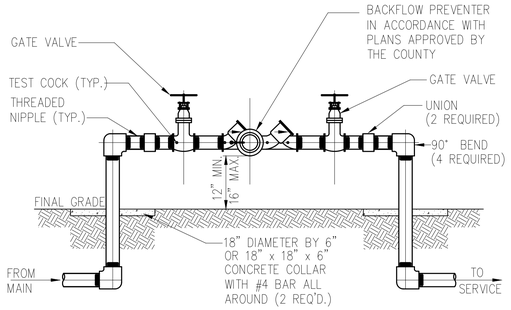

NOTES:
1. ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 40 GALVANIZED STEEL OR BRASS.

(X) REDUCED PRESSURE BACKFLOW PREVENTER

NTS
UTL031.DWG

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S). *									
	PIPE SIZE								
	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	16	21	25	29	37	44	51	59	68
45° BEND	7	9	11	12	16	19	22	25	29
22-1/2° BEND	4	5	5	6	8	9	11	12	14
11-1/4° BEND	2	3	3	3	4	5	5	6	7
PLUG OR BRANCH OF TEE									

NOTES:
1. FITTINGS SHALL BE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE RESTRAINED UNLESS OTHERWISE INDICATED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:

   WORKING PRESSURE: 100 P.S.I.*
   SOIL DESIGNATION: SILT 1 *
   LAYING CONDITIONS: 5 *

6. FOR PIPE ENCASED IN POLYETHYLENE, USE VALUES GIVEN IN PARENTHESES OR INCREASE THE GIVEN VALUE BY A FACTOR OF 1.5.

* TO BE COMPLETED BY THE ENGINEER.

(X) RESTRAINED JOINT

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WATER SYSTEM NOTES

(IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THE PLANS AND THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.)

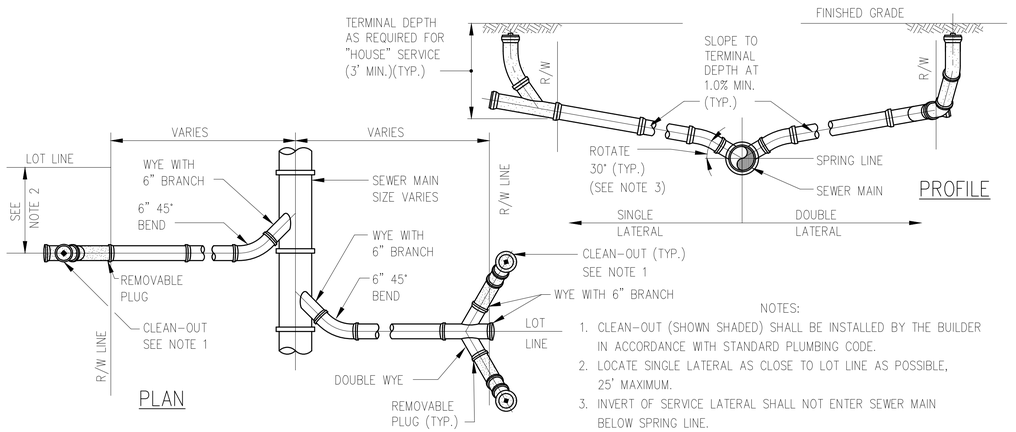
1. ALL PVC WATER MAINS SHALL BE CLASS 150 AND DR 18 ANSI/AWWA C900-97 AND SHALL BE DESIGNED FOR 250 PSI WORKING PRESSURE. WATER MAIN INSTALLATION SHALL BE IN ACCORDANCE WITH ANSI/AWWA C600-05 STANDARD.
2. ALL DIP WATER MAINS SHALL BE DUCTILE IRON CLASS 350. ALL DUCTILE IRON PIPE SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C151/A21.51-02 AND BE CEMENT LINED AND SEAL COATED PER ANSI/AWWA C104/A21.4-03.
3. FITTINGS SHALL BE CAST IRON OR DUCTILE IRON MEETING ANSI/AWWA C-153-00 /A21.53 SPECIFICATIONS, WITH 350 PSI MINIMUM WORKING PRESSURE. FITTINGS MUST BE CEMENT LINED AND SEAL COATED PER ANSI/AWWA C104/A21.4-95.
4. GATE VALVES 4" AND LARGER SHALL BE RESILIENT SEAT AND SHALL MEET ANSI/AWWA C-509-01 SPECIFICATIONS, LATEST REVISION. VALVES MUST BE MUELLER (O.A.E.). VALVE BOXES SHALL BE OPELIKA #19 (O.A.E.).
5. PAVEMENT RESTORATION SHALL BE CARRIED OUT IN ACCORDANCE WITH THE REQUIREMENTS OF B.C.O.E.S.
6. ALL TRENCHING, PIPE LAYING, BACKFILL, PRESSURE TESTING, AND DISINFECTING MUST COMPLY WITH B.C.O.E.S. REQUIREMENTS.
7. BACTERIOLOGICAL TESTS SHALL BE CONDUCTED BY THE CONTRACTOR.
8. ALL CONNECTIONS TO EXISTING MAINS SHALL BE MADE UNDER THE DIRECTIONS OF THE CITY. CITY WATER USED FOR FILLING AND FLUSHING OF MAINS SHALL BE METERED, AND THE COST OF WATER AND TEMPORARY METER SHALL BE BORNE BY THE CONTRACTOR.
9. ALL PIPE ETC. SHALL BE TESTED UNDER A CONSTANT PRESSURE OF 150 PSI (FIRE MAINS TO BE TESTED TO 200 PSI) FOR 2 HOURS AND SHALL NOT EXCEED THE LEAKAGE REQUIREMENTS AS PER ANSI/AWWA SPECIFICATIONS OF C600-05 LEAKAGE FORMULA:

$$Q = \frac{SD\sqrt{P}}{133{,}200}$$

Q=ALLOWABLE LEAKAGE IN GALLONS PER HOUR.
S=TOTAL LENGTH OF PIPE TESTED IN FEET.
D=DIAMETER OF THE PIPE TESTED IN INCHES.
P=AVERAGE TEST PRESSURE IN POUNDS PER SQUARE INCH.

10. THE MINIMUM DEPTH OF COVER OVER WATER MAINS IS 30"(D.I.P) OR 36"(PVC).
11. DISINFECTION OF MAINS SHALL COMPLY WITH ANSI/AWWA C-651-05 STANDARD. BACTERIOLOGICAL SAMPLING POINTS SHALL BE AS DESIGNATED ON THE ENGINEERING PLANS.
12. MINIMUM CLEARANCE BETWEEN STORM STRUCTURES AND WATER MAINS SHALL BE 2', AND MAXIMUM DEFLECTION PER EACH JOINT SHALL BE 3° WHERE DEFLECTION IS REQUIRED.
13. 48 HOURS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL CONTACT, "CALL SUNSHINE" (1-800-432-1770), F.P. & L., AND CABLE TV IN ORDER TO LOCATE EXISTING UNDERGROUND UTILITIES.
14. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY AND ARE BASED ON AS-BUILT INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ALL CONFLICTS WITH EXISTING UTILITIES SHALL BE REPORTED TO THE ENGINEER AND CITY. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
15. TAPPING SLEEVES SHALL BE MUELLER H-615 (O.A.E.). TAPPING VALVES 4" AND LARGER SHALL BE RESILIENT WEDGE TYPE MEETING ANSI/AWWA C-509-01. ALL TAPPING VALVES SHALL HAVE A CAST-IN ALIGNMENT RING AND BE CAPABLE OF ACCEPTING A FULL-SIZE CUTTER.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING CONFLICTS BETWEEN STORM DRAINS AND WATER MAINS PLACED AT MINIMUM COVER. IN CASE OF CONFLICT, WATER MAIN SHALL BE LOWERED TO PASS UNDER STORM DRAIN WITH 18" MINIMUM SEPARATION. NO ADDITIONAL PAYMENT SHALL BE DUE TO CONTRACTOR FOR LOWERING THE MAIN OR THE ADDITIONAL FITTINGS USED THEREON.
17. PIPE JOINT RESTRAINT SHALL BE PROVIDED BY THE USE OF DUCTILE IRON FOLLOWER GLANDS MANUFACTURED TO ASTM A 536-80. TWIST-OFF NUTS SHALL BE USED TO ENSURE PROPER ACTUATING OF THE RESTRAINING DEVICES. THE MECHANICAL JOINT RESTRAINING DEVICES SHALL HAVE A WORKING PRESSURE OF 250 PSI MINIMUM, WITH A MINIMUM SAFETY FACTOR OF 2:1, AND SHALL BE EBAA IRON INC., MEGALUG OR EQUAL. JOINT RESTRAINTS SHALL BE PROVIDED AT A MINIMUM OF TWO JOINTS FROM ANY FITTING.
18. WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, TO BRACE THE SIDES OF A TRENCH, THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING OR BRACING AS MAY BE NECESSARY TO SUPPORT THE SIDES OF THE EXCAVATION TO ENSURE PERSONNEL SAFETY, AND TO PREVENT MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SEQUENCE, METHODS AND MEANS OF CONSTRUCTION, AND FOR THE IMPLEMENTATION OF ALL OSHA AND OTHER SAFETY REQUIREMENTS. "CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE OFFICE OF ENVIRONMENTAL SERVICES MINIMUM DESIGN AND CONSTRUCTION STANDARDS."
19. ALL NEW MAINS MUST BE PIGGED. LOCATER TAPS MUST BE USED ON NEW MAINS.
20. ALL WATER MAIN INSTALLATIONS SHALL COMPLY WITH THE COLOR CODING REQUIREMENTS OF CHAPTER 62-555.320, FAC.

* REFER TO WATER AND SEWER SEPARATION NOTES PER D.E.R. REQUIREMENTS



NOTES:
1. CLEAN-OUT (SHOWN SHADED) SHALL BE INSTALLED BY THE BUILDER IN ACCORDANCE WITH STANDARD PLUMBING CODE.
2. LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 25' MAXIMUM.
3. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.

(X) SERVICE LATERAL DETAIL

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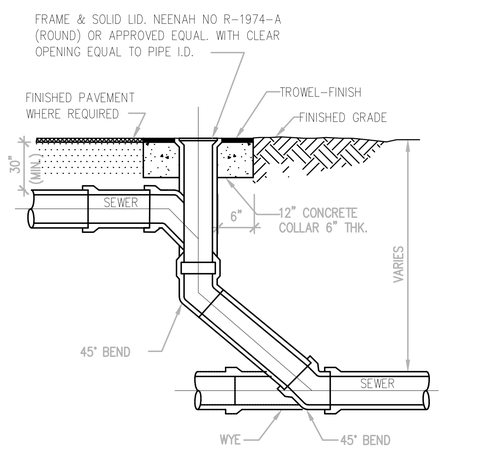

(X) DROP CLEANOUT

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BY	DESCRIPTION	REV.	DATE

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WATER AND SEWER DETAILS

DRAWN: DM	DESIGNED: --	CHECKED: RW	DATE: 6/3/2018
SCALE: N/A	PROJECT: 2017-004	SHEET: C-7.4	

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

GENERAL PIPELINE NOTES

(IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THE PLANS AND THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.)

1. ALL MATERIALS, INSTALLATION, TESTING AND SPECIFICATIONS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BROWARD COUNTY OFFICE OF ENVIRONMENTAL SERVICES (OES) "MINIMUM STANDARDS," BROWARD COUNTY ENGINEERING DIVISION STANDARDS AND THE TECHNICAL SPECIFICATIONS (WHEN APPLICABLE).

2. DUCTILE IRON PIPE AND FITTINGS SHALL CONFORM TO ANSI A21.51/AWWA C151–96 WITH WALL THICKNESS CLASS 50 FOR 8" AND ABOVE, CLASS 52 FOR 4" AND 6" PRESSURE CLASS 350 FOR 4" – 24" AND PRESSURE CLASS 250 FOR 30" – 64" AND SHALL BE CEMENT LINED AND SEAL COATED IN ACCORDANCE WITH ANSI A21.4/AWWA C104–95. EPOXY LININGS SHALL BE USED FOR FORCE MAINS AND GRAVITY SEWERS. PIPE, FITTINGS AND APPURTENANCES IN METER VAULTS SHALL BE FLANGED. ALL FLANGED DUCTILE IRON PIPE SHALL BE CLASS 53.

3. PVC NON–PRESSURE PIPE (GRAVITY SEWER PIPE) SHALL CONFORM TO ASTM D3034 WITH A MINIMUM WALL THICKNESS OF DR 26.

4. MINIMUM COVER FOR DUCTILE IRON PIPE SHALL BE 30" (SEE NOTE 6).

5. ALL PRESSURE MAINS SHALL BE HYDROSTATICALLY PRESSURE TESTED FOR A PERIOD OF NOT LESS THAN 2 HOURS AT 150 PSI WITH AN ALLOWABLE LEAKAGE NOT TO EXCEED THE FORMULA.

$$L = SD\sqrt{P} / 133{,}200$$

IN WHICH –L– EQUALS ALLOWABLE LEAKAGE IN GALLONS/HOUR, –S– EQUALS LENGTH OF PIPE IN FEET, –D– EQUALS NOMINAL DIAMETER OF PIPE IN INCHES, –P– EQUALS AVERAGE TEST PRESSURE DURING TEST IN LBS/SQ. IN. ALL TESTING SHALL BE MADE IN ACCORDANCE WITH ANSI/AWWA C600–99 (HYDROSTATIC TESTS) AND C651–99 (WATER MAIN BACTERIOLOGICAL TESTS).

6. ALL MECHANICAL JOINTS SHALL BE RESTRAINED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND IN COMPLIANCE WITH AWWA STANDARDS.

7. WHERE AN EXISTING WATER OR FORCE MAIN REQUIRES DEFLECTION TO CONNECT WITH OR PASS BY PROPOSED PIPE, THE AMOUNT OF DEFLECTION PER PIPE JOINT SHALL CONCUR WITH THE STANDARD UTILITY CROSSING DETAIL. THE LENGTH OF EXISTING PIPE TO BE DEFLECTED SHALL BE APPROVED BY THE ENGINEER.

8. ALL PIPES DENOTED "ABANDON, PLUG AND GROUT" SHALL BE EMPTIED, FLUSHED OUT AND COMPLETELY FILLED WITH GROUT.

9. WHERE THE PROPOSED WATER MAIN OR FORCE MAIN IS IN CONFLICT WITH OTHER EXISTING OR PROPOSED UTILITIES, THE NEW MAIN SHALL BE DEFLECTED AT PIPE JOINTS IN ACCORDANCE WITH THE STANDARD UTILITY CROSSING DETAIL. THE SPECIAL UTILITY CROSSING DETAIL WITH BENDS SHALL ONLY BE USED WHEN APPROVED BY THE ENGINEER.

FIRE HYDRANT SPECIFICATIONS

(IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THE PLANS AND THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.)

ALL FIRE HYDRANTS WILL CONFORM TO THE FOLLOWING:

1. HYDRANTS MUST COMPLY WITH AWWA STANDARD C502 OR THE LATEST REVISION THEREOF.

2. HYDRANTS SHALL HAVE A BRONZE–TO–BRONZE OPERATING NUT WITH THRUST WASHER AND OPERATING NUT WEATHER CAP.

3. SHALL HAVE A ONE PIECE BONNETT WITH A MINIMUM OF TWO (2) "O" RINGS STEM TO PREVENT WATER FROM ENTERING THE BONNETT.

4. HYDRANTS SHALL HAVE A LUBRICATION CHAMBER LOCATED IN THE BONNETT SO THAT ALL THREADED AND BEARING SURFACES ARE AUTOMATICALLY LUBRICATED.

5. NATIONAL STANDARD THREAD (NST) IS TO BE USED. NOZZLE CAPS AND OPERATING STEM NUT(S) ARE TO OPEN LEFT. OPERATING NUTS ARE TO BE 1 1/2" PENTAGON SHAPED (5 SIDED).

6. HYDRANTS ARE TO BE EQUIPPED WITH ONE (1) PUMPER NOZZLE, 4 1/2" DIAMETER, AND TWO (2) HOSE NOZZLES, 2 1/2" DIAMETER, AND ARE TO SEAT ON "O" RINGS AND BE FIELDING REPLACEABLE. CHAINS NOT REQUIRED.

7. SHALL BE FURNISHED WITH A BREAKABLE FEATURE THAT WILL BREAK CLEANLY UPON IMPACT. THIS SHALL CONSIST OF A TWO–PART BREAKABLE SAFETY FLANGE AND BREAKABLE STEM COUPLING ALLOWING 360 DEGREE ROTATION OF THE HYDRANT.

8. THE MAIN VALVE IS TO BE A MINIMUM OF 5 1/4" IN DIAMETER AND SHALL BE MADE OF BRONZE AND THREADED INTO A BRONZE SEAT RING IN THE ELBOW OF THE HYDRANT (BRONZE–TO–BRONZE SEATING), FROST DRAIN NOT REQUIRED.

9. THE VALVE WILL BE THE COMPRESSION TYPE WITH A MAXIMUM PRESSURE LOSS THROUGH THE HYDRANT OF 2.80 PSI AT 1,000 GPM WITH A 6" SHOE (TO BE CERTIFIED BY THE MANUFACTURER). SHOE (INSIDE) SHALL BE EPOXY COATED.

10. HYDRANTS MUST BE DRY TOP, LOW PROFILE DESIGN WITH A MAXIMUM HEIGHT OF 34".

11. ALL HYDRANTS ARE TO BE SUPPLIED COMPLETE AND READY FOR INSTALLATION INCLUDING, BUT NOT LIMITED TO, ALL NUTS, BOLTS, RINGS AND RUBBERS.

12. ALL HYDRANTS TO INCLUDE A BLUE 4" X 4" X 3/4" PAVEMENT MARKER BY VULCAN SIGNS #V88–AB. 13. FIRE HYDRANTS SHALL BE DARLING B–50–B, MUELLER CENTURION OR WATERHOUS.

STANDARD SEPARATION STATEMENT FOR "W&S" CONFLICTS

(IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THE PLANS AND THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.)

1. SANITARY SEWERS, FORCE MAINS, AND STORM SEWERS SHOULD ALWAYS CROSS UNDER WATER MAINS. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.

2. WHERE SANITARY SEWERS, FORCE MAINS, AND STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 18 INCHES VERTICAL DISTANCE, BOTH THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS IF IT NOT AVAILABLE IN THE SIZE PROPOSED). SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE LEAK FREE, AND MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT THE CROSSING.

3. ALL CROSSINGS SHALL BE ARRANGED SO THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING.

4. WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP AND THE CROSSING SHALL BE ARRANGED TO MEET THE REQUIREMENTS ABOVE.

5. A MINIMUM OF 10–FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHEREVER POSSIBLE.

6. IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10–FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR AN UNDISTURBED EARTH SHELF ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

7. WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (IF AVAILABLE IN THE SIZE PROPOSED) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL ALWAYS BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR THE FORCE MAIN (STAGGERED JOINTS).

8. ALL DIP SHALL BE CLASS 50 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED.

9. MAXIMUM OBTAINABLE SEPARATION OF RECLAIMED WATER LINES AND DOMESTIC WATER LINES SHALL BE PRACTICED. A MINIMUM HORIZONTAL SEPARATION OF FIVE FEET (CENTER TO CENTER) OR THREE FEET (OUTSIDE TO OUTSIDE), SHALL BE MAINTAINED BETWEEN RECLAIMED WATER LINES AND EITHER POTABLE WATER MAINS OR SEWAGE COLLECTION LINES. A MINIMUM VERTICAL CLEARANCE OF 18 INCHES MUST BE MAINTAINED BETWEEN RECLAIMED WATER LINES AND POTABLE WATER MAINS OR SEWAGE COLLECTION LINES. AT CROSSINGS, PROVISIONS OF FAC RULE 17–604 AND 10 STATES STANDARDS APPLY.

SANITARY SEWER COLLECTION SYSTEM NOTES

(IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THE PLANS AND THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.)

GENERAL:

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY MINIMUM STANDARDS.

MATERIALS:

1. ALL GRAVITY SEWER PIPE SHALL BE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D3034, SDR 35 PIPES.

2. ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR APPROVED EQUAL.

3. IRON CASTINGS SHALL CONFORM TO ASTM A–48 AND IN GENERAL SHALL BE CLASS 30. FRAMES AND GRATES MAY BE CLASS 20. ALL CLEAN–OUT COVERS SHALL BE LABELED "SANITARY SEWER".

4. PRECAST CONCRETE MANHOLES SHALL CONFORM TO THE REQUIREMENT OF ASTM C–478 & 64 T. BASE SECTION TO BE MONOLITHIC.

INSTALLATION:

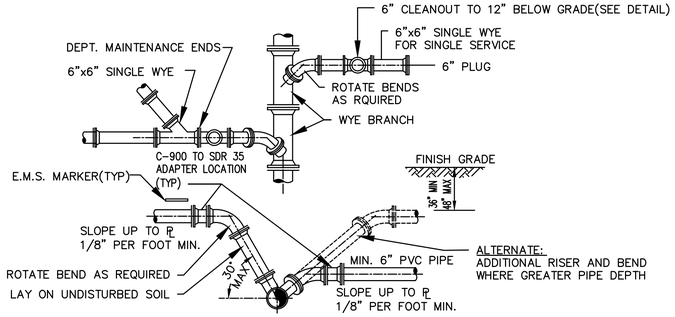
1. P.V.C. SEWER PIPE SHALL BE LAID IN ACCORDANCE WITH ASTM D 2321 AND THE UNI–BELL PLASTIC PIPE ASSOCIATION'S "RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE".

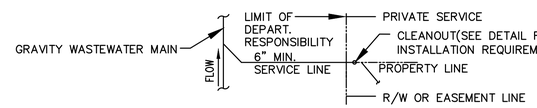
2. BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL, WELL TAMPED IN LAYERS NOT TO EXCEED 6 INCHES TO A HEIGHT OF 12 INCHES ABOVE PIPE AS SHOWN ON THE PLANS AND IN 12" LAYERS THEREAFTER. BACKFILL SHALL BE COMPACTED ON EACH 12" LIFT TO MINIMUM OF 98%%% OF THE MAXIMUM DENSITY (AASHTO T180).

3. WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, TO BRACE THE SIDES OF A TRENCH, THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING OR BRACING AS MAY BE NECESSARY TO SUPPORT THE SIDES OF THE EXCAVATION TO ENSURE PERSONNEL SAFETY, AND TO PREVENT MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SEQUENCE, METHODS AND MEANS OF CONSTRUCTION, AND FOR THE IMPLEMENTATION OF ALL OSHA AND OTHER SAFETY REQUIREMENTS.

TESTING:

1. AN AS–BUILT SURVEY OF THE SYSTEM, PREPARED BY A REGISTERED SURVEYOR, SHALL BE PROVIDED TO THE ENGINEER PRIOR TO FINAL INSPECTIONS. THE AS–BUILT SURVEY SHALL SHOW LOCATIONS, PIPE ELEVATIONS AND LENGTHS AT EACH CLEANOUT, VALVE, FITTING, AND BEND AND AT INTERVALS NOT TO EXCEED 100 FT.





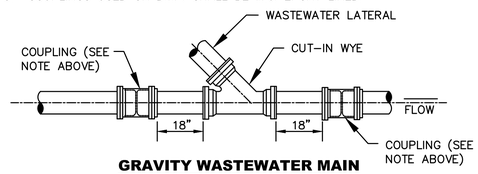
NOTES:

1. SERVICE LATERALS SHALL TERMINATE AT PROPERTY LINE AT A DEPTH OF 3 FEET (MIN.) TO 4' (MAX.) TO T.O.P.
2. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"X2" TREATED WOOD STAKE AND AN E.M.S. SANITARY SEWER MARKER.
3. EACH SERVICE CONNECTION SHALL BE PLUGGED WATERTIGHT WITH AN APPROVED WING PLUG.
4. CUT OFF BELL END WHEN USING FERNCO COUPLING FOR V.C.P. (FOR EXISTING SERVICES ONLY)
5. CLEANOUT IS TO BE INSTALLED PER DEPARTMENT STANDARDS PRIOR TO WATER METER INSTALLATION. AN INSPECTION OF CONNECTION INTO THE DEPARTMENTS LATERAL IS REQUIRED PRIOR TO WATER METER RELEASE.
6. WASTEWATER MAIN WYE BRANCH TO MATCH MAIN PIPE MATERIAL. ALTERNATE MATERIALS TO BE APPROVED BY THE DEPARTMENT.
7. NO 90° BENDS SHALL BE USED FOR WASTEWATER SERVICE AND CLEANOUT INSTALLATION.
8. SOLIDLY TAMP BACKFILL AT LEAST ONE FOOT ABOVE TOP OF PIPE. SERVICES UNDER PAVED AREAS SHALL BE BACKFILLED TO THE SAME SPECIFICATIONS AS SHOWN ON "PAVEMENT REPLACEMENT" DETAIL.
9. CONTRACTOR SHALL MARK ON A CLEAN SET OF PLANS THE FINAL STATIONING OR DISTANCE AND DIRECTION FROM MANHOLE TO EACH SERVICE LATERAL AND GIVE TO ENGINEER FOR RECORD DRAWING PURPOSES.
10. ANY DEVIATION FROM THESE METHODS SHALL BE APPROVED BY THE DEPARTMENT.
11. THE USE OF UNNECESSARY FITTINGS ON THE CUSTOMERS LINE TO REDUCE EXCAVATION EFFORTS WILL BE CAUSE FOR REJECTION.
12. CLEANOUTS DESIGNATING THE END OF THE DEPARTMENTS MAINTENENCE RESPONSIBILITY SHALL BE LOCATED WITHIN AN UTILITY EASEMENT OR RIGHT–OF–WAY DEDICATED FOR UTILITIES.
13. CONTRACTOR TO MAINTAIN LESS THAN 10" WHENEVER POSSIBLE.

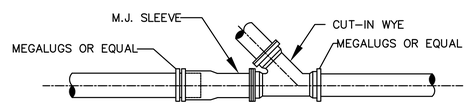
WASTEWATER SERVICE CONNECTIONS

NOTES:

1. COUPLINGS USED ON V.C.P. SHALL BE FERNCO WITH SHEAR BAND AND SCREWS ALL STAINLESS STEEL.
2. COUPLINGS USED ON P.V.C. SHALL BE FERNCO WITH STAINLESS STEEL BANDS AND SCREWS.
3. COUPLINGS USED ON D.I.P. SHALL BE M.J. EPOXY LINED.



GRAVITY WASTEWATER MAIN



DUCTILE IRON–MECHANICAL JOINT (FORCE MAIN)

1. MEGALUGS OR EQUAL ARE REQUIRED THROUGHOUT ASSEMBLY.

WASTEWATER SERVICE STANDARD CUT-IN

NO.	DESCRIPTION	DATE	BY

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE, ALTAMONTE SPRINGS, FL 32714 (407) 772-1434
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

WATER AND SEWER DETAILS

DRAWN: DM | DESIGNED: --- | CHECKED: RW | DATE: 6/3/2018

SCALE: N/A | PROJECT: 2017-004 | SHEET: C-7.5

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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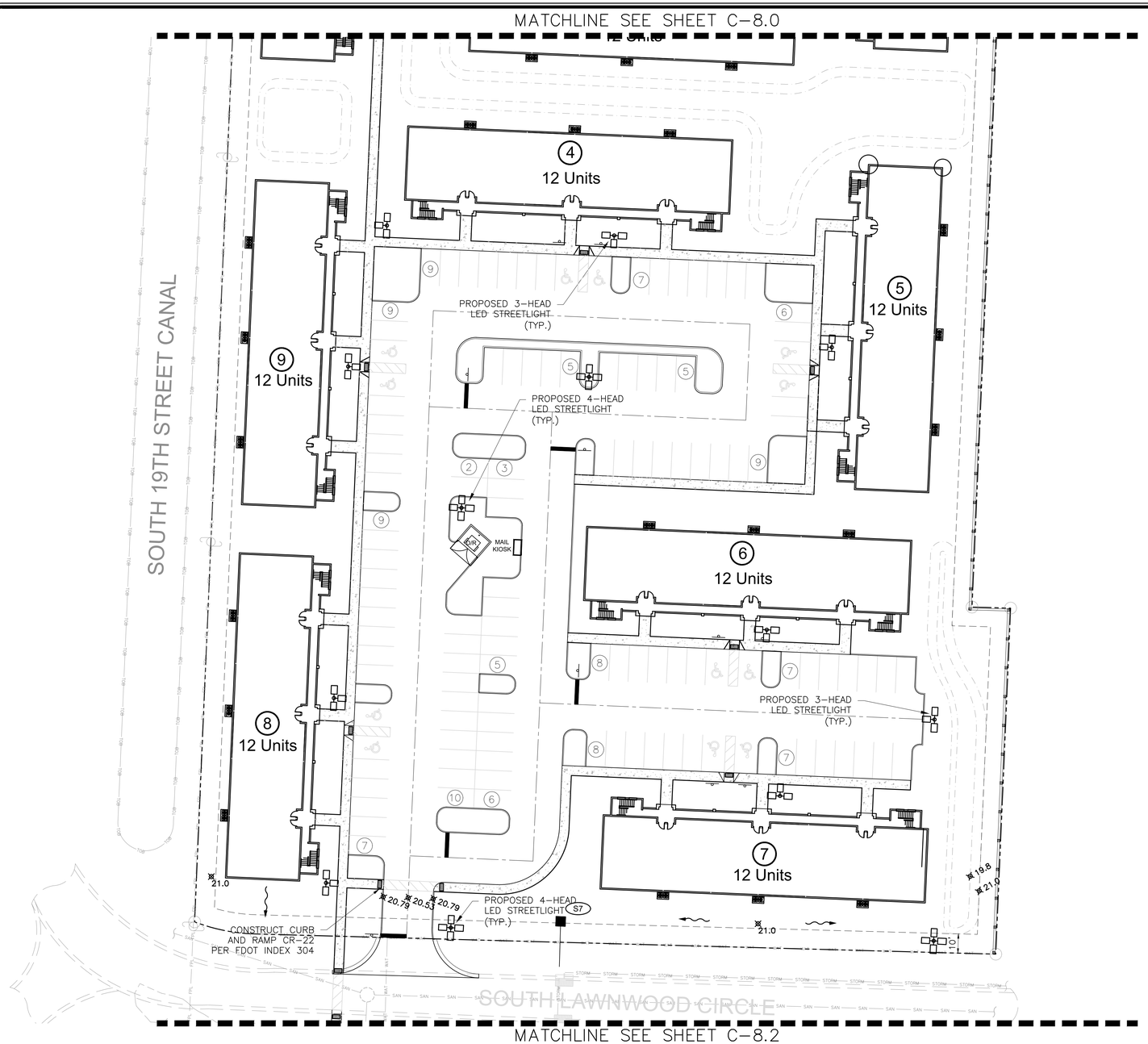

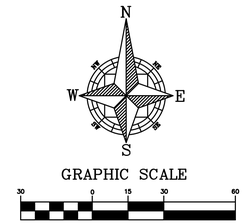

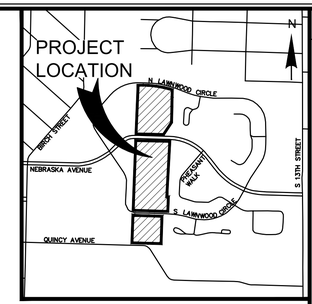

LOCATION MAP
(N.T.S.)

LEGEND

- PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED WATER MAIN FITTINGS (REDUCER, TEE, BENDS)
- EXISTING WATER MAIN
- EXISTING WATER MAIN FITTINGS (TEE, GATE VALVE, REDUCER)
- EXISTING FIRE HYDRANT ASSEMBLY WITH VALVE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- PROPOSED GRADE ELEVATION
- PROPOSED 4-HEAD STREETLIGHT
- PROPOSED 2-HEAD STREETLIGHT
- PROPOSED 3-HEAD STREETLIGHT

LIGHTING FIXTURE DETAIL

LIGHTING FIXTURE SCHEDULE

TYPE	SYMBOL	DESCRIPTION	LAMPS	REMARKS
SA2		POLE MOUNTED LED AREA LIGHT FIXT. (2) LSI LIGHTING XAM3/3/LED/119/350/UE/BRZ 30' POLE(1) LSI LIGHTING 5RPB5/S07G/30/S/BRZ	(2) 119W LED	DOUBLE HEAD POLE MOUNTED LED AREA LIGHT ON A 30' BRONZE POLE.
SA3		POLE MOUNTED LED AREA LIGHT FIXT. (3) LSI LIGHTING XAM3/3/LED/119/350/UE/BRZ 30' POLE(1) LSI LIGHTING 5RPB5/S07G/30/T90/BRZ	(3) 119W LED	TRIPLE HEAD (T90) POLE MOUNTED LED AREA LIGHT ON A 30' BRONZE POLE.
SA4		POLE MOUNTED LED AREA LIGHT FIXT. (4) LSI LIGHTING XAM3/3/LED/119/350/UE/BRZ 30' POLE(1) LSI LIGHTING 5RPB5/S07G/30/Q90/BRZ	(4) 119W LED	QUAD HEAD (Q90) POLE MOUNTED LED AREA LIGHT ON A 30' BRONZE POLE.

REV.	DATE	DESCRIPTION	BY
A			

IBI GROUP (FLORIDA) INC.
ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS ENVIRONMENTAL CONSULTANTS
HTTP://WWW.IBIGROUP.COM
2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 660-2120
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 970-2200
ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

LIGHTING PLAN

DRAWN:	DESIGNED:	CHECKED:	DATE:
BW		RW	6/3/2018

SCALE	PROJECT	SHEET
1" = 30'	38890	C-8.1

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

NOT FOR CONSTRUCTION
7/17/18

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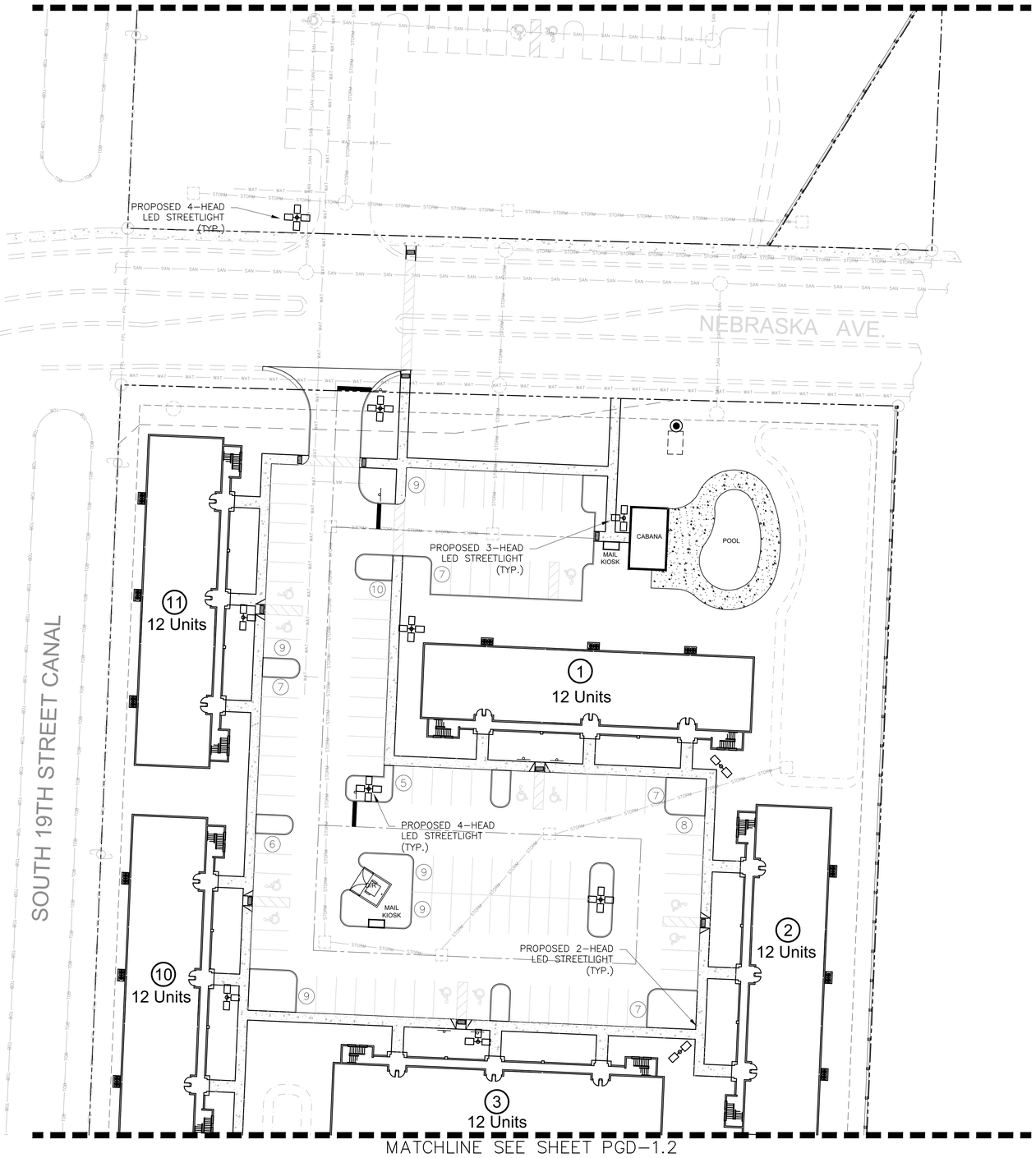
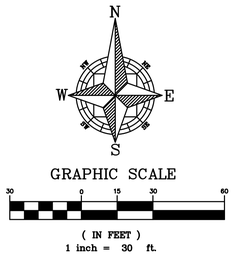
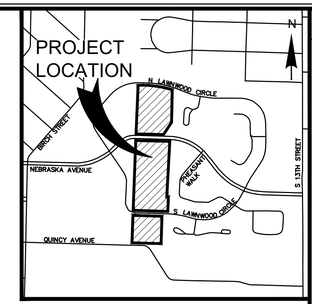
C:\Users\Dennis Murray\Dropbox\Rick Wohlfarth\Mayfair\DWG\Construction Plans\2017.004-C8.0 - Lighting Plans.dwg Modified:6/3/2018 By:dennis murray Plotted By:dennis murray







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REV.	DATE	DESCRIPTION	BY
1	7/17/18	PER CITY COMMENTS	BW

IBI GROUP (FLORIDA) INC.
ENGINEERS LANDSCAPE ARCHITECTS PLANNERS SURVEYORS ENVIRONMENTAL CONSULTANTS
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2300 MAITLAND CENTER PARKWAY SUITE 101 MAITLAND, FLORIDA 32751 (407) 660-2120
2200 PARK CENTRAL BLVD. N. SUITE 100 POMPANO BEACH, FLORIDA 33064 (954) 917-2200
ORLANDO POMPANO BEACH

MAYFAIR
FORT PIERCE, FLORIDA

LIGHTING PLAN

DRAWN: BW
DESIGNED:
CHECKED: RW
DATE: 6/3/2018

SCALE 1" = 30'
PROJECT 38890
SHEET C-8.0

IBI GROUP
FLORIDA ENGINEERING BUSINESS NO. 2966

NOT FOR CONSTRUCTION
7/17/18

LANDSCAPE GENERAL NOTES

1. All existing trees to remain and all relocated plant material shall be protected from damage or injury and shall be barricaded or otherwise suitably flagged and protected from injury.
2. The Contractor shall be responsible for verifying all underground utilities prior to digging in any area. The Contractor shall notify all necessary utility companies 48 hours minimum prior to digging for verification of all underground utilities, irrigation and all other obstructions and coordinate with Owner's Representative prior to initiating operations. Drawings are prepared according to the best information available at the time of preparing these documents.
3. The Contractor is responsible to ensure proper watering and maintenance of new and relocated materials during the warranty period.
4. Contractor is to report any discrepancies between the construction drawings and field conditions to the Owner immediately.
5. The Contractor shall be responsible for the guarantee of all plant material for a period of twelve (12) months from the date substantial completion. Substantial completion constitutes the beginning of guarantee period
6. Contractor shall familiarize himself/herself with existing site conditions prior to initiating planting. All existing site furnishings, paving, landscape and other elements to remain shall be protected from any damage throughout all construction phases unless otherwise noted.
7. Landscape Contractor shall coordinate all work with related contractors and with the general construction of the project in order not to impede the progress of the work of others or the Contractor's own work. Landscape contractor shall provide schedule of his/her works two weeks in advance, beginning two weeks prior to commencing landscape trade construction.
8. Contractor shall be responsible to remove existing ground cover for all planting beds as specified prior to planting relocated material. Contractor shall be responsible to replace all portions of existing landscape and hardscape areas damaged while completing planting installation with same grass or materials species to the satisfaction of the Owner.
9. The Contractor shall bear all costs of testing of soils, amendments, etc. associated with the work and included in the specifications. Prior to commencement of the landscape planting work the Contractor shall provide complete soil tests with recommendations for the installation area.
10. All plant material that may need to be replaced shall be in full and strict accordance to Florida No. 1 grade, according to the "Grades and Standards for Nursery Plants", published by the Florida Department of Agriculture and Consumer Services, the project manual and/or specifications. Plant material in some cases may exceed Florida No. 1 grade in order to meet the minimum requirements for the project.
11. Landscape Contractor shall field stake the location of all plant material prior to initiating installation for the review and approval of the Owner and/or Landscape Architect.
12. Landscape Contractor shall field adjust location of plant material as necessary to avoid damage to all existing underground utilities and/or existing above ground elements. All changes required shall be completed at the Contractor's expense and shall be coordinated with the Owner and the Landscape Architect.
13. Any substitutions in size and/or plant material must be approved by the Landscape Architect or Owner prior to modification of the contract, purchasing and delivery of plants. All plants will be subject to approval by Landscape Architect and/or Owner before planting can begin. All plant materials will not include any plants considered to be invasive to South Florida's native plant communities.
14. Contractor shall refer to the landscape planting details, general notes and the project manual and/or specifications for further and complete landscape planting instructions.
15. Landscape Contractor shall coordinate all planting work with permanent or temporary irrigation work. Landscape Contractor shall be responsible for all hand watering as required by Owner to supplement irrigation watering and rainfall. Landscape Contractor shall be responsible for hand watering in all planting areas, regardless of the status of existing or proposed irrigation.
16. Landscape Contractor shall clean the work areas at the end of each working day. Rubbish and debris shall be collected and deposited off-site daily. All materials, products and equipment shall be stored in an organized fashion as directed by the Owner.
17. Landscape Contractor shall regrade all areas disturbed by plant removal, relocation and/or installation work. Landscape Contractor shall replace (by equal size and quality) any and all existing plant material disturbed or damaged by plant removal, relocation, and/or installation work.
18. Site distance concerns must be maintained for clear site visibility from thirty (30) inches to seventy - two (72) inches, tree trunks excluded as specified
19. Guying / staking practices shall not permit nails, screws, wires etc. , to penetrate outer surface of tree or palm. Trees or palms rejected due to this practice shall be replaced at the Contractor's expense.
20. Burlap material, wire cages, plastic straps, etc. , must be cut and removed from top one - third (1/3) of root ball. Remove all nylon/ non organic material.
21. Trees grown in grow bags or grow bag type material are not allowed.
22. All planting materials shall meet or exceed Florida Grade # 1 as specified in Grades and Standards for Nursery Plants and Part II, Palms and Trees, current edition.
23. All installed landscape and design specifications shall meet or exceed the minimum requirements as shown in the City of Apopka Development Code.
24. The Contractor shall not relocate or demolish any existing trees or palms on site before appropriate tree relocation and clearing and grubbing permits are obtained from the ADJ.

TREE PROTECTION AND RELOCATION NOTES

GENERAL NOTE:
All trees and palms will be evaluated for protection and relocation. Relocated trees will be handled in accordance with the following specifications. Trees to be removed will be mitigated as required.

1.1 WORK TO BE PERFORMED AND WORK INCLUDED

A. Provide the following:
Prepare and relocate trees and palms designated for relocation within the project boundaries into holding areas, to include all aspects of preparation, acclimatization, holding, relocation, protection, and maintenance.
Protection and care of existing trees and palms to remain within the project boundaries.
1. Installation and operation of temporary irrigation system and hand watering as required by these specifications.
2. Establishment of holding areas as necessary to support the phasing of the project.
3. Follow-up maintenance as required by these specifications.
4. Labor, materials, equipment and services to complete all preparation, relocations and protection work as indicated on the drawings, as specified herein, or both.

2.1 PREPARATION FOR RELOCATION OF TREES AND PALMS

A. Crown Pruning
1. All pruning on site shall conform to ANSI Standard A-300, 2001.

B. Fertilization and Watering
1. Preparation
a. All Trees and Palms to be relocated shall be treated with wetting agents, fertilizers, root stimulants, and soil conditioners at the time of relocation. See specifications.
b. Form and maintain an earth berm 6" high outside the proposed root ball prior to watering and apply 3" approved mulch within saucer. Water application shall saturate the root ball to its entire depth.

C. Root Pruning

1. Watering
All trees and palms to be relocated are to be provided with an automatic irrigation system which provides 2 bubbler heads to each tree and palm, prior to root pruning.

Provide irrigation timer, or battery powered valve to water trees to be relocated. Hand watering in lieu of automatic system shall not be allowed, however hand watering shall be performed to avoid lapses should the automatic system be inoperable for more than 24 hours and during the initial planting period as specified.

2. Barricades

Barricade all existing trees and palms with six foot (6') chain link fence or other barricade approved by Owner.

Root Pruning Technique - All trees shall be excavated by digging a trench 36" deep, either by hand or with a trenching machine designed for this purpose. Hand cut broadleaf tree roots after trenching to produce clean cuts with no splits or tears. Trees to be root pruned shall have a minimum root ball size of 10" per 1" of caliper measured at DBH for broad leaf trees, 30" for Sabal Palms, 42" for Coconut Palms. Sabal palms shall not require root pruning.

Timing - All broadleaf trees are to be relocated shall be maintained for a minimum of ten (10) weeks after root pruning prior to relocation. All palms except Sabal Palms, shall be maintained a minimum of four (4) weeks prior to relocation.

2.2 RELOCATION OF TREES AND PALMS

A Preparation - Trees and palms shall be thoroughly soaked to the full depth of the root ball daily for seven consecutive days prior to relocation. Accurately locate position and elevation where all trees are intended to be planted, for verification by Landscape Architect. Verify that no overhead or underground utilities, existing or proposed, conflict with proposed locations.

B. Digging and Handling

Determine line of previous root pruning and excavate around root mass to leave area outside line of root pruning undisturbed. Digging shall be accomplished so as to produce clean cuts on all roots without tearing or splitting. Trenching shall be a minimum of 48" deep.

Trees shall be handled in such a way as to avoid damage to bark and limbs subject to support cables or chains. Attach padded support cables or chains at multiple points where possible.

Root balls shall be undercut prior to lifting. Do not force tree from ground prior to undercutting. Ball depth to be determined upon assessing conditions at time of trenching, to keep intact the entire root ball.

Trees shall be properly wrapped during moving so trunks will not be scarred and damaged and to avoid broken limbs. Broken limbs or scarred trunks shall cause tree to be unacceptable and rejected at the Owner's option. Root balls and foliage shall be kept moist during all phases of relocation.

Partially backfill tree pits with 12" of approved planting soil prior to setting tree. This layer of soil to be thoroughly drenched prior to relocation to achieve a stable platform at the correct elevation so that the top of root ball is 1" above proposed grade.

Backfilling - Flood bottom foil layer to settle tree into best position and to remove air pockets. Continue to flood root ball as planting soil is deposited to insure removal of all air pockets. Produce saucer to retain water per drawings.

Bracing - Support tree with machinery until bracing is complete. Buttresses may support separate trunks on multiple trunk trees. Maintain braces until completion of project.

Irrigation - Install bubbler heads on all trees and palms. Connect each tree's system immediately to water source. Additionally, all transplanted trees and palms shall be hand watered daily for a period of six (6) weeks after transplanting. The irrigation system is designed for maintaining plant material only, and does not provide the volume of water required immediately after transplanting. Set time to run daily, to provide an equivalent of 6" of rain per week for 30 days, then reduce to equivalent of 3" per week.

2.3 PROTECTION AND CARE OF EXISTING TREES AND PALMS TO REMAIN

Watering - Existing irrigation shall remain operable to the greatest extent possible during construction. All on site trees to remain shall be supplied with temporary irrigation to remain operable until permanent irrigation is operable. Existing irrigation system to be demolished may be utilized as the temporary irrigation system.

Barricading - Barricade all existing trees and palms with six foot (6') chain link fence or other barricade approved by Owner. Barricades shall be installed at an offset distance two feet (2') outside the tree drip line/edge of tree canopy to the extent practical, prior to any construction activity.

SOIL PREPARATION AND SOIL MIX

1. All plants noted for removal shall be removed and properly disposed of off-site at contractor's expense unless otherwise noted.
2. Apply Roundup (manufactured by Monsanto Corp. or equal.) according to manufacturer's rate and specification within limits of all areas to be planted. Protect existing plants to remain from overspray or spray within root zone. Contractor to ensure total weed eradication from all areas to be planted.
3. Before replacing topsoil, rake subsoil surface clear of stones (1" diameter and larger), debris, rubbish, and remaining roots from removed plant material.
4. Scarify subsoil to a depth of six inches (6").
5. Contractor to apply "Surflan" or equal, or approved pre-emergent herbicide in accordance with manufacturer's rate and specifications.
6. PLANTING SOIL MIXES
Existing soil may be used for planting mixes at owner's discretion if deemed suitable by testing provided by A&L southern laboratories to meet the required specifications.

2.4 Soil Amendments

SOIL CONDITIONERS

A. Aluminum Sulfate: Manufacturer's standard commercial grade.
B. Peat: Federal Specifications Q-P-166 Type 1, Class B, Sphagnum moss.
C. Pesticides: As recommended by applicable Agricultural Public Agencies.
D. Herbicides and Sterilizers:
1. "Ronstar" pre-emergent herbicide or approved equal
2. "Roundup" systemic herbicide or approved equal

E. Soil Amendments:

1. Fertilizer/ Amendments
a. All fertilizers shall be manufactured from quality materials, be free from impurities, uniform in composition meet recognized standards for effectiveness and be free flowing and suitable for application with approved equipment.
b. All fertilizer shall be delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable state fertilizer laws, bearing the grade and the trade name of the producer.
c. Die Hard Root Reviver - Endo and Ectomycorrizal inoculant, as manufactured by Die hard, 1.800.628.6373 or approved equal.
c. Die Hard Transplant - One Step - Endo and Ectomycorrizal inoculant, as manufactured by Die hard, 1.800.628.6373 or approved equal.
d. Time release, Palm Mix fertilizer with minor elements or approved equal.
e. Time release, Tree and Shrub Mix fertilizer, 6-6-6, with minor elements or approved Equal.
f. Granular Triple Super Phosphate as manufactured by IMC. Agrico. 708.970.3000.
g. Agriform Planting Tablets, 8-8-8 plus minors, as manufactured by Grace Sierra, 408.263.8080 or approved equal.
h. Scott's Turf Starter (16-25-12) or approved equal.
i. Wetting agent to be Terra Sorb or approved equal.
j. Soil conditioner to be "Super Lesco Wet", as manufactured by Lesco, Inc. or Approved Equal.

7. Florida peat shall be free of deleterious materials that would be harmful to plant growth, shall be free of nematodes, shall be of uniform quality, and shall have a pH value between 5.3 and 6.5 (as determined in accordance with ASTM E70). Florida peat shall be sterilized to make free of all viable nut grass and other undesirable weeds.
8. Topsoil shall be natural, fertile, agricultural soil capable of sustaining vigorous plant growth. It shall be of uniform composition throughout, with admixture of subsoil. It shall be free of stones, lumps, live plants an their roots, sticks, and other extraneous matter. Spread topsoil mixture to minimum depth of four inches (3") throughout all lawn areas and twelve inches (8") in all areas to be landscaped.
9. Remove all rocks and other objects over one inches (1") in diameter.
10. Smooth all soil mixture to five inches (5") below top of surrounding pavement edges. This allows room for 3" of mulch and 2" clear space below top of pavement.
11. Smooth topsoil mixture to two inches (2") below finish grade in areas to be sodded.
12. Topsoil shall not be extremely acid or alkaline, nor contain toxic substances which may be harmful to plant growth. The topsoil pH shall be in the range of pH 5.5 to 6.5. If necessary, the Contractor shall apply the appropriate soil amendments adjusting soil pH to assure a pH range of 5.5 to 6.5.
13. Finish grade all topsoil areas to a smooth, even surface, assuring positive drainage away from the structures and eliminate any low areas which may collect water.
14. Contractor shall assure percolation and drainage of all planting pits prior to planting. Contractor will be responsible for all plants lost due to the lack of percolation.

PLANTING SPECIFICATIONS

1. The Contractor is responsible for maintaining, in full all planting areas (including watering, spraying, mulching, mowing, fertilizing, etc.) until the job is accepted, in full, by the Owner and/or Landscape Architect.
2. All root balls shall conform to the size standards set forth in "American Standards for Nursery Stock".
3. All plant material shall be protected during transport and delivery to final location with shade cloth or other acceptable means of windburn prevention.
4. All trees must be guyed or staked as shown in the details.
5. Installation- All plant material shall be installed in a sound, workman- like manner and according to accepted good planting and tree relocation procedures with the quality of plant materials as hereinafter described. All elements of landscaping shall be installed so as to meet all applicable ordinances and code requirements.
6. There shall be no chains or cables used on trees or palms. Handle with two inch (2") minimum width nylon straps or equal.
7. Contractor shall assure drainage and percolation of all planting pits prior to installation of plant material. Contractor shall fill all tree pits with water before planting to assure that proper drainage and percolation is available. Correct if required to assure percolation. Contractor is responsible for replacement of all plants lost due to inadequate drainage conditions.
8. Contractor to request final acceptance of project in writing. If all work is satisfactory and complete in accordance with conditions of contract documents, then the Owner and the Landscape Architect shall declare the project substantially complete.
9. Contractor to replace rejected plant material within one (1) week of written notice.
10. Contractor shall mulch all plant material throughout and completely to a three inch (3") depth of loose, weed free mulch as specified.
10. Plant Material which is not installed at the direction of the landscape architect or owner will become the property of the contractor unless it becomes relocated on site. The Contractor shall provide the owner a credit for any plant material not installed on the site.

LANDSCAPE NOTES (CITY OF FORT PIERCE)

1) TO SCHEDULE A LANDSCAPE INSPECTION FOR ALL COMPLETED PERMITS, CALL ALL ASSOCIATED PERMIT NUMBERS INTO THE AUTOMATED INSPECTION SYSTEM AT (407) 836-282 5 AND REQUEST A CODE "270" ZONING/LANDSCAPE INSPECTION. INSPECTIONS ARE CONDUCTED ON TUESDAYS AND FRIDAYS ONLY AND SHALL BE CALLED IN BY MIDNIGHT PRIOR TO DAY OF INSPECTION. *** ANY TREES DESIGNATED TO BE PRESERVED ON THIS PLAN BUT THAT ARE SUBSEQUENTLY REMOVED SHALL BE CONSIDERED A VIOLATION PER S EC. 15-281(E) AND AS SUCH, SHALL BE REPLACED IN INCHES ON SITE AT A 2:1 RATIO (NON-SPECIMEN TREES) A ND AT A 4:1 RATIO (SPECIMEN TREES). AS AN ALTERNATIVE, THE VIOLATION MAY BE SATISFIED BY PAYMENT IN TO THE COUNTY TREE FUND AT A RATE OF $106 PER INCH AND $212 PER INCH RESPECTIVELY OR BY SOME COMBINATION OF PLANTING AND PAYMENT. MITIGATION SHALL BE SATISFIED PRIOR TO RELEASE OF ZONING HOLD(S). *** NEWLY PLANTED TREES SHALL BE INSPECTED FOR REMOVAL OF ALL NON-BIODEGRADABLE BURLAP AND STRAPPING FROM THE TOP OF THE ROOT BALL. METAL STRAPPING HOOKS SHALL BE REMOVED OR BENT DOWN ALONG SIDE OF THE ROOT BALL AND COVERED WITH SOIL SO AS TO NOT PROTRUDE ABOVE GRADE. MULCH SHALL BE APPLIED 12"-18" AWAY FROM THE TREE TRUNK IN ORDER TO REDUCE INTERCEPTION OF WATER TO THE TREE ROOTS. GO TO HTTP://HORT.I FAS.UFL.EDU/WOODY/OVER-MULCHING.SHTML FOR MORE INFORMATION.

2) MULCH, PER SEC. 24-6(B)(4) SHALL BE ORGANIC AND SHALL ALL BE SPECIFIED IN PLANT BEDS AND AROUND INDIVIDUAL TREES. WHEN APPLIED TO TREES, MULCH SHALL NOT BE PLACED ON TOP OF THE ROOT BALL OR BE PLACED AGAINST THE TRUNK. MULCH SHALL BE APPLIED A MINIMUM OF 12" TO 18" FROM THE TRUNK FOR ANY SIZED TREE. MATERIALS THAT DO NOT BIODEGRADE SUCH AS ROCK AND SHELL, ARE NOT DEEMED ACCEPTABLE. FAILURE TO INSTALL MULCH (AND TYPE OF MULCH) AS PROVIDED IN THE SPECIFICATION ABOVE MAY RESULT IN A FAILED INSPECTION. SEE HTTP://HORT.IFAS.UFL.EDU/WOODY/OVER-MULCHING.SHTML FOR MORE INFORMATION.

3) ALL AREAS TO RECEIVE 100% COVERAGE USING AN UNDERGROUND IRRIGATION SYSTEM WITH A RAIN SENSOR. IRRIGATION CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT OF INSTALLED IRRIGATION SYSTEM.

4) I HEREBY CERTIFY THAT THESE LANDSCAPE, IRRIGATION, AND TREE MITIGATION SHEETS ARE DESIGNED IN COMPLIANCE WITH THE ORANGE COUNTY CODE(S) CHAPTER 15 AND CHAPTER 24. THE IRRIGATION HAS BEEN DESIGNED AND WILL BE INSTALLED PER CHAPTER 37, SECTIONS 601-613.

5) THE IRRIGATION SYSTEM TO BE INSTALLED WILL BE A TEMPORARY SYSTEM FOR THE PURPOSE OF ESTABLISHING PLANT MATERIAL.

6) ALL EXISTING INVASIVE EXOTIC PLANTS, AS LISTED ON THE FLORIDA EXOTIC PEST PLANT COUNCIL'S INVASIVE SPECIES LIST SHALL BE REMOVED. (ANY DISTURBANCE OF WETLAND AREAS REQUIRES COMPLIANCE WITH CH.15 OF THIS CODE AND REVIEW BY THE COUNTY'S ENVIRONMENTAL PROTECTION DIVISION.)

RESIDENTIAL PSP NOTES:

1. Residential PSP□ s shall comply with Section 15-306 concerning minimum number of trees per lot.
2. Any trees proposed to be preserved on this approved PSP tree preservation plan that are subsequently removed, shall be considered a violation and as such shall be replaced (in inches) on site at a 2:1 ratio for Nonspecimen trees and at 4:1 for Specimen trees per Section 15-281(e). As an alternative, the violation may be satisfied via payment into the Orange County Tree Fund or by some combination of payment and onsite planting. The current fee, as may be amended by the BCC, is $106.00 per inch. Mitigation must take place at time of permitting (or the recording of the plat, if the violation is discovered prior to platting). The removal of such trees, if any, shall not result in a net loss in the required number of trees per Section 15-306 of the Orange County Code.
3. Tree removal mitigation per lot is the responsibility of each lot owner and shall be consistent with this tree survey / removal / replacement plan.
4. Any trees proposed to be preserved on this plan shall not have any fill or excavation at points closer than six feet from the base of the tree or at the radius of the drip-line of the protected tree or stand of trees, whichever is greater.
5. Payment of any tree mitigation fees shall take place prior to the recording of the plat.
6. A Tree Preservation/Mitigation Plan is included with this PSP submittal. Due to final site engineering evaluation, up to (but no more than) 10% of the amount of trees (in inches) shown to be preserved may be removed, provided such removals are reflected in an adjusted Tree Preservation/Mitigation Plan submitted and approved by the Zoning Arbor Office prior to removals. Such removals and mitigations shall be in accordance with regular mitigation requirements, and shall not be considered a violation. However, any proposal or removal of more than 10% shall require that the Tree Preservation/Mitigation Plan (and PSP) return to DRC for a Change Determination, where the proposal for excess removal may be considered a Substantial Change, and/or may consider the removals to be a violation of the Tree Preservation/Mitigation Plan (and PSP) thereby requiring penalty mitigation to be provided.

NOTE: Failure to notify Landscape Architect of plan, detail, or specification discrepancies prior to construction, makes contractor responsible for all costs incurred for construction charges, not the owner or his representative (Landscape Dynamics Construction Co. Inc.) The Owner must maintain the height of all plants within the "Line-Of-Site" triangle area to a height of no greater than 24" above grade for shrubs and groundcover, and tree branching no lower than 72" above finish grade, to ensure clear site line views toward traffic at road and driveway intersections. Landscape Dynamics Construction Co. Inc., is not responsible for continued maintenance of such plant material. The owner, leasing company and/or the landscape maintenance company accepts full responsibility for these maintenance requirements.LANDSCAPE CONTRACTOR TO HAND WATER ALL PLANT / TREE MATERIAL FOR AT LEAST 30 DAYS AFTER INSTALLATION.

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770 or 811
IT'S THE LAW IN FLORIDA
FLORIDA LAW REQUIRES EXCAVATORS TO NOTIFY OWNERS OF UNDERGROUND FACILITIES NO LESS THAN TWO (2) DAYS PRIOR TO EXCAVATION
811

BY	DESCRIPTION	DATE	REV.
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WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE,
ALTAMONTE SPRINGS, FL 32714
(407) 862-7525
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

LANDSCAPE NOTES

DRAWN:	DESIGNED:	CHECKED:	DATE:
DM	-	RW	6/3/2018

SCALE	PROJECT	SHEET
N/A	2017-004	L0-1.00

GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

C:\Users\Dennis Murray\Dropbox\Rick Wohlfarth\Mayfair\DWG\Construction Plans\2017.004-L0-1.00 - Landscape Notes.dwg Modified:6/3/2018 By:dennis murray Plotted By:dennis murray

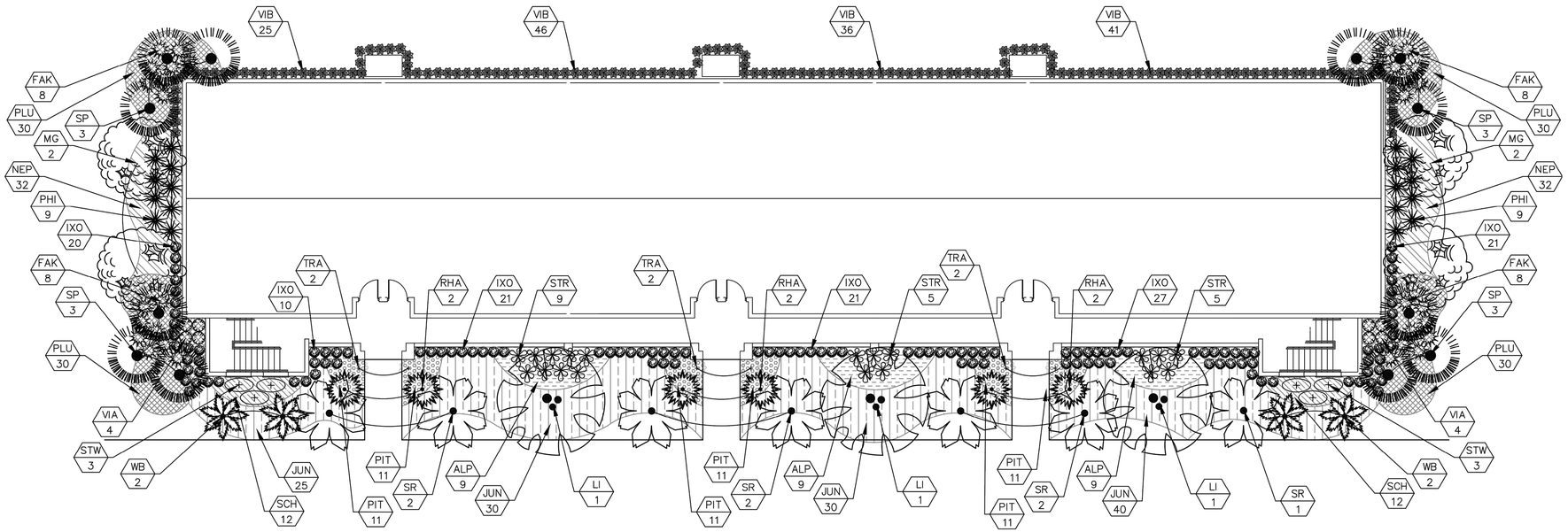
14 Unit Typical Plant List

	Sym	Key	Qty.	Crt.	Scientific\Common Name	Ht.	Spr.	Remarks
Trees and Palms		SR	6	1:1	QUEEN PALM SYAGRUS ROMANZOFFIANA	12' GW		12' GW, MATCHED FULL HEAVY HEADS NO SCARRED TRUNKS
		WB	4	1:1	FOXTAIL PALM WODYETIA BIFURCATA	8' GW		8' GREY WOOD, MATCHING HEADS MIN. 9 FRONDS, NO SCARRED TRUNKS
		SP	12	3:1	SABAL PALM SABAL 'PALMETTO 'WBOOTS'	8'-10'		VARIED HEIGHTS, BOOTED TRUNKS MINIMUM OF 3 TRUNKS WITH 4 STAGGERED FULL HEADS
		LI	2	1:1	CREPE MYRTLE LAGERSTROEMIA INDICA	10'	5'	MULTI-TRUNK STANDARD, 3 TRUNKS MINIMUM MIN. 4' CT., FULL MATCHED
		MG	4	1:1	'LITTLE GEM' MAGNOLIA MAGNOLIA GRANDIFLORA 'LITTLE GEM'	12'	5'	SINGLE STRAIGHT TRUNK, 2.5" D.B.H. MIN. 5' CT.
		LG	2		WAX LIGUSTRUM LIGUSTRUM LUCIDUM	8'	5'	MULTI-TRUNK STANDARD 5 TRUNKS MINIMUM MIN. 4' CT., FULL, MATCHED

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Accents		STW	6	WHITE BIRD OF PARADISE STRELITZIA NICOLAI	36"	36"	7 STEMS MIN. MATCHED 7 GALLON
		STR	19	DWARF BIRD OF PARADISE STRELITZIA REGINAE	48"	48"	7 GALLON, FULL MIN. 6-8 FRONDS
		RHA	6	LADY PALM RHAPIS EXCELSA	48"	36"	7 GALLON, FULL TO BASE MATCHED
		ALP	27	VARIEGATED SHELL GINGER ALPINIA ZERUMBET 'VARIEGATA'	18"	24"	FULL TO BASE MIN. 3 GALLON, 36" O.C.
		COR	24	HAWAIIAN TI PLANT CORDYLINE TERMINALIS 'BOLERO'	36"	24"	FULL 5 STEMS MIN. 3 GALLON

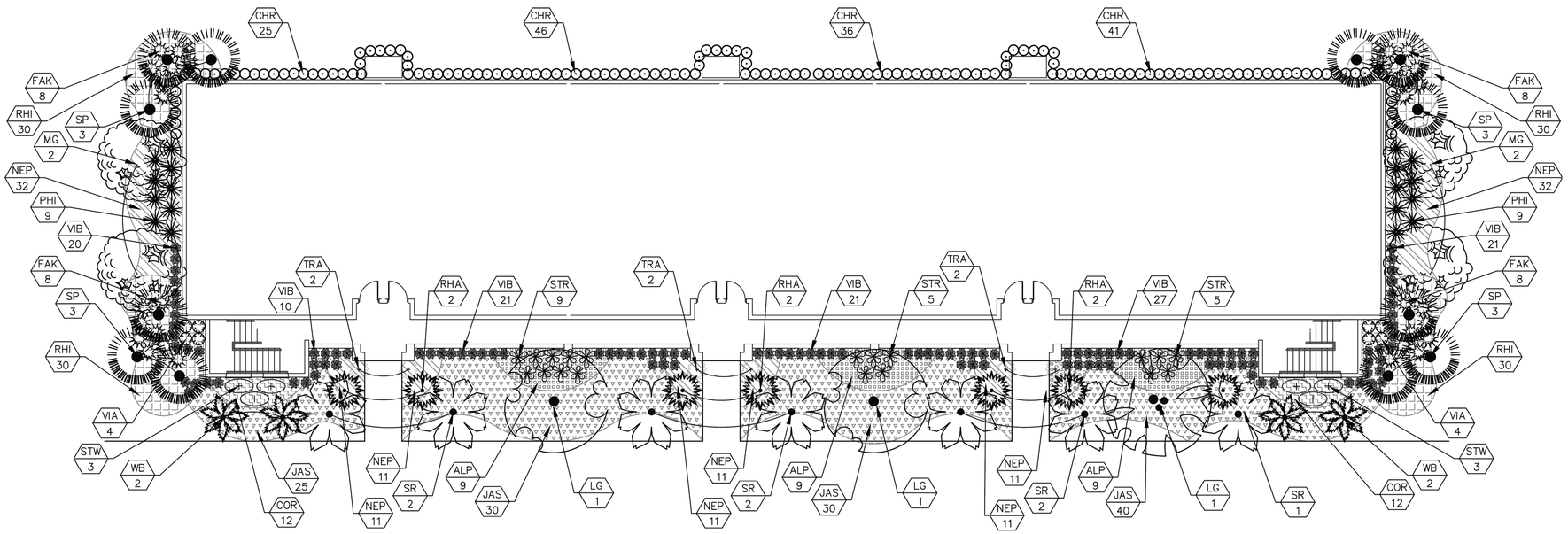
	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Shrubs and Hedging		VIA	8	AWABUKI VIBURNUM VIBURNUM ODORATISSIMUM 'AWABUKI'	36"	30"	FULL TO BASE 3 GALLON, 36" O.C.
		PHI	18	PHILODENDRON PHILODENDRON SELLOUM	42"	36"	FULL TO BASE MIN. 7 GALLON, 48" O.C.
		IXO	120	IXORA IXORA COCCINEA 'JUNGLE FLAME'	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		VIB	148	SANDANKWA VIBURNUM VIBURNUM SUSPENSUM	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		FAK	32	FAKAHATCHEE GRASS TRIPSACUM DACTYLOIDES	24"	24"	FULL TO BASE, MATCHED 3 GALLON, 36" O.C.
		CHR	148	COCOPLUM CHRYSOBALANUS ICACO	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Groundcovers		PLU	120	PLUMBAGO PLUMBAGO AURICULATA 'IMPERIAL BLUE'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JAS	125	WAX JASMINE JASMINUM VOLUBILE	18"	18"	FULL 1 GALLON, 18" O.C.
		NEP	130	FISHTAIL FERN NEPHROLEPIS FALCATA 'FURCANS'	12"	12"	FULL 1 GALLON, 18" O.C.
		SCH	24	VARIEGATED SCHEFFLERA SCHEFFLERA ARBORICOLA 'VARIEGATA'	24"	18"	FULL TO BASE MIN. 3 GALLON, 24" O.C.
		PIT	66	VARIEGATED TOBIRA PITTOSPRUM PITTOSPORUM TOBIRA 'VARIEGATA'	8"	8"	FULL TO BASE 1 GALLON, 18" O.C.
		RHI	120	INDIAN HAWTHORN 'WHITE' RHAPHIOLEPIS INDICA 'ALBA'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JUN	125	BLUE RUG JUNIPER JUNIPERUS HORIZONTALIS 'WILTONII'	12"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		TRA	6	CONFEDERATE JASMINE TRACHELOSPERMUM JASMINOIDES			3 GALLON, FULL MIN. 5 RUNNERS, MIN. 30" LONG ATTACH TO FENCE / TRELLIS
	SOD	SOD	XX,XXX S.F.	ST. AUGUSTINE 'FLORATUM' STENOTAPHRUM SECUNDATUM			SOLID SOD STAGGER SEAMS FIELD VERIFY SOD AREAS



SUN EXPOSURE

14 UNITS



SHADE EXPOSURE

14 UNITS

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REV.	DATE	DESCRIPTION	BY
A			

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL 32714
(407) 772-1434
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

PLANT LIST

DRAWN: DM
DESIGNED: --
CHECKED: RW
DATE: 6/3/2018

SCALE: 1"=30'
PROJECT: 2017-004
SHEET: L1-1.04

VC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

12 Unit Typical Plant List

	Sym	Key	Qty.	Crt.	Scientific\Common Name	Ht.	Spr.	Remarks
Trees and Palms		SR	6	1:1	QUEEN PALM SYAGRUS ROMANZOFFIANA	12' GW		12' GW, MATCHED FULL HEAVY HEADS NO SCARRED TRUNKS
		WB	4	1:1	FOXTAIL PALM WODYETIA BIFURCATA	6' GW		6' GREY WOOD, MATCHING HEADS MIN. 9 FRONDS, NO SCARRED TRUNKS
		SP	12	3:1	SABAL PALM SABAL PALMETTO 'W/BOOTS'	8'-10'		VARIED HEIGHTS, BOOTED TRUNKS MINIMUM 5' CT. TRUNKS WITH 4 STAGGERED FULL HEADS
		LI	2	1:1	CREPE MYRTLE LAGERSTROEMIA INDICA	10'	5'	MULTI-TRUNK STANDARD, 3 TRUNKS MINIMUM MIN. 4" CT., FULL MATCHED
		MG	4	1:1	'LITTLE GEM' MAGNOLIA MAGNOLIA GRANDIFLORA 'LITTLE GEM'	12'	5'	SINGLE STRAIGHT TRUNK, 2.5" D.B.H. MIN. 5' CT.
		LG	2		WAX LIGUSTRUM LIGUSTRUM LUCIDUM	8'	5'	MULTI-TRUNK STANDARD 5 TRUNKS MINIMUM MIN. 4' CT., FULL, MATCHED

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Accents		STW	6	WHITE BIRD OF PARADISE STRELITZIA NICOLAI	36"	36"	7 STEMS MIN. MATCHED 7 GALLON
		STR	14	DWARF BIRD OF PARADISE STRELITZIA REGINAE	48"	48"	7 GALLON, FULL MIN. 6-8 FRONDS
		RHA	6	LADY PALM RHAPIS EXCELSA	48"	36"	7 GALLON, FULL TO BASE MATCHED
		ALP	18	VARIEGATED SHELL GINGER ALPINIA ZERUMBET 'VARIEGATA'	18"	24"	FULL TO BASE MIN. 3 GALLON, 36" O.C.
		COR	24	HAWAIIAN TI PLANT CORDYLINE TERMINALIS 'BOLERO'	36"	24"	FULL 5 STEMS MIN. 3 GALLON

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
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		PHI	18	PHILODENDRON PHILODENDRON SELLOUM	42"	36"	FULL TO BASE MIN. 7 GALLON, 48" O.C.
		IXO	104	IXORA IXORA COCCINEA 'JUNGLE FLAME'	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		VIB	132	SANDANKWA VIBURNUM VIBURNUM SUSPENSUM	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.
		FAK	32	FAKAHATCHEE GRASS TRIPSACUM DACTYLOIDES	24"	24"	FULL TO BASE, MATCHED 3 GALLON, 36" O.C.
		CHR	132	COCOPLUM CHRYSOBALANUS ICACO	24"	24"	FULL TO BASE 3 GALLON, 24" O.C.

	Sym	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Groundcovers		PLU	120	PLUMBAGO PLUMBAGO AURICULATA 'IMPERIAL BLUE'	18"	18"	FULL TO BASE 3 GALLON, 24" O.C.
		JAS	110	WAX JASMINE JASMINUM VOLUBILE	18"	18"	FULL 1 GALLON, 18" O.C.
		NEP	130	FISHTAIL FERN NEPHROLEPIS FALCATA 'FURCANS'	12"	12"	FULL 1 GALLON, 18" O.C.
		SCH	24	VARIEGATED SCHEFFLERA SCHEFFLERA ARBORICOLA 'VARIEGATA'	24"	18"	FULL TO BASE MIN. 3 GALLON, 24" O.C.
		PIT	66	VARIEGATED TOBIRA PITTOSPRUM PITTOSPORUM TOBIRA 'VARIEGATA'	8"	8"	FULL TO BASE 1 GALLON, 18" O.C.
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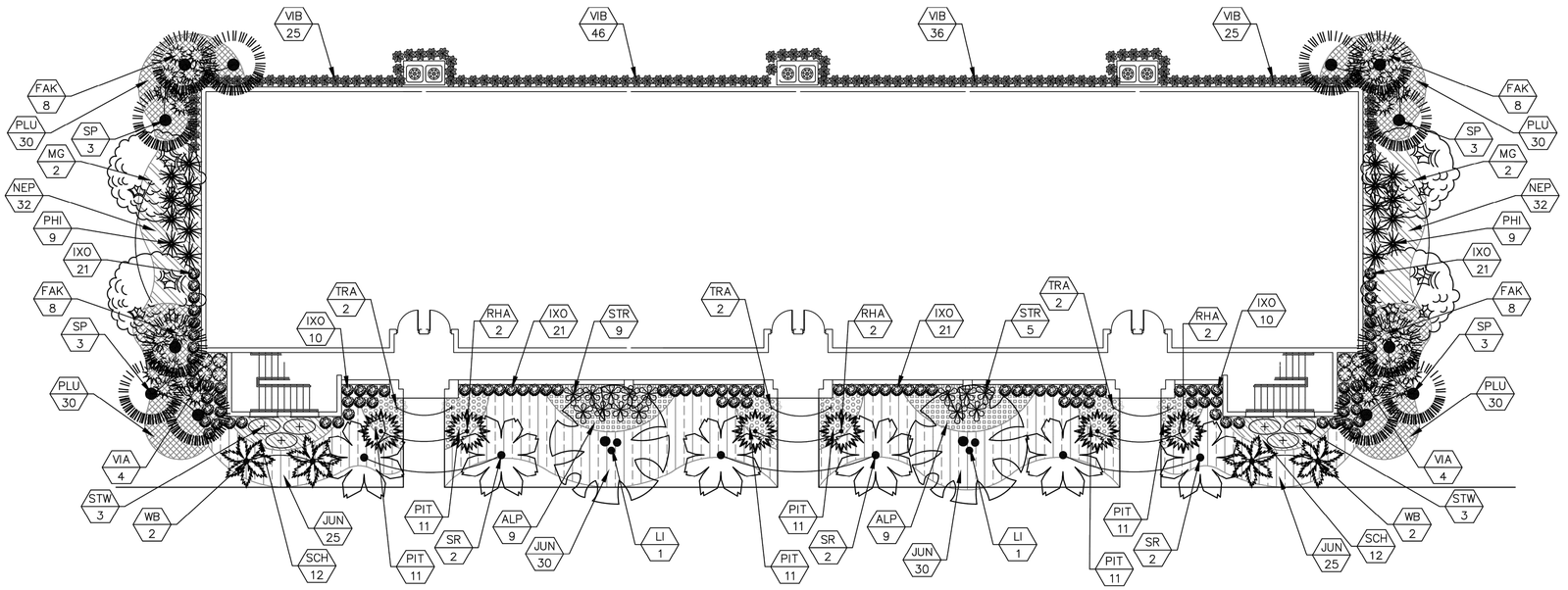
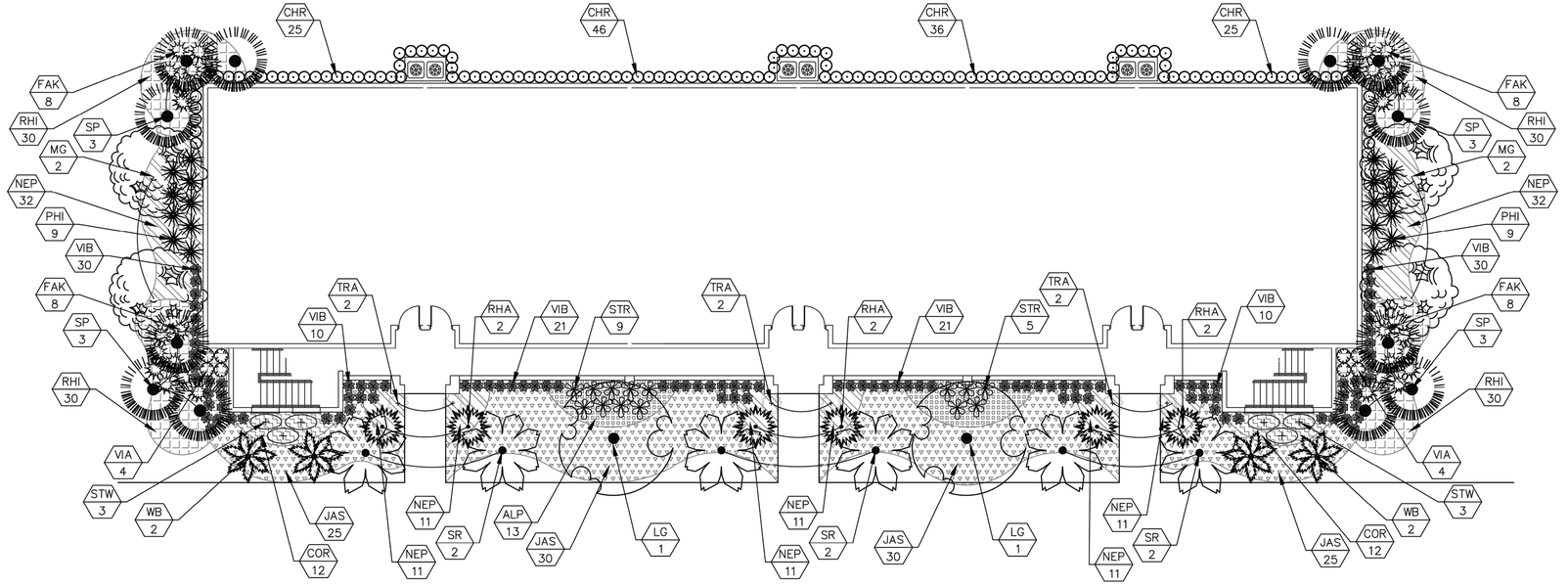
	SOD	SOD	XX,XXX S.F.	ST. AUGUSTINE 'FLORATUM' STENOTAPHRUM SECUNDATUM			SOLID SOD STAGGER SEAMS FIELD VERIFY SOD AREAS



SUN EXPOSURE

12 UNITS



SHADE EXPOSURE

12 UNITS

NO.	DESCRIPTION	BY

REV.	DATE

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE,
ALTAMONTE SPRINGS, FL 32714
(407) 774-7778
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

PLANT LIST

DRAWN: DM	DESIGNED: --
CHECKED: RW	DATE: 6/3/2018
SCALE: 1"=30'	PROJECT: 2017-004
SHEET: L1-1.03	

VC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

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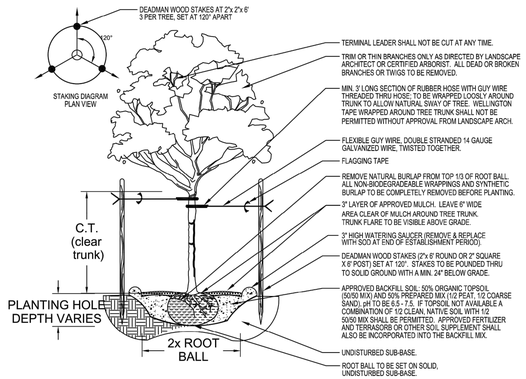
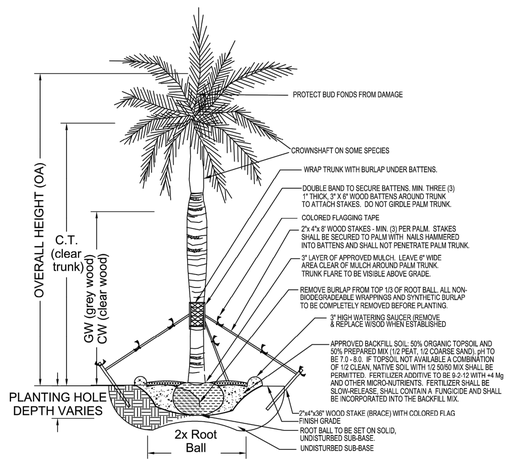


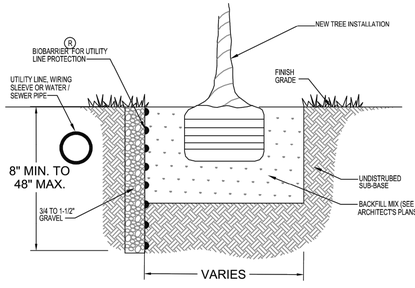
TREE PLANTING DETAIL-3" CAL. OR LESS.

not to scale



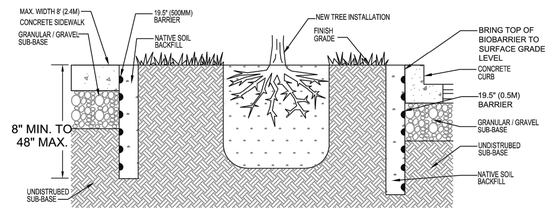
PALM PLANTING DETAIL-TYP.

not to scale



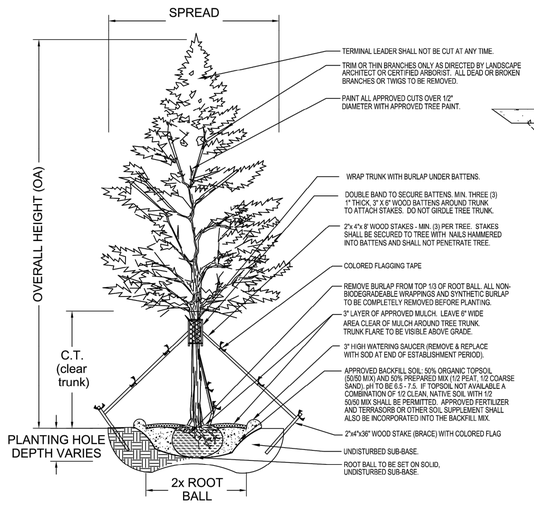
ROOT BARRIER DETAIL - UNDERGROUND UTILITY LINES

not to scale



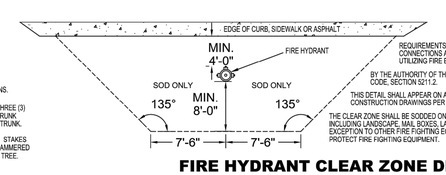
ROOT BARRIER DETAIL - PAVING / CURBING

not to scale



LARGE TREE PLANTING DETAIL- GREATER THAN 3" CAL.

not to scale



REQUIREMENTS APPLY TO FIRE HYDRANTS, SIAMESE CONNECTIONS AND ANY OTHER FIRE EQUIPMENT FOR UTILIZING FIRE BASE ON PUBLIC OR PRIVATE PROPERTY.

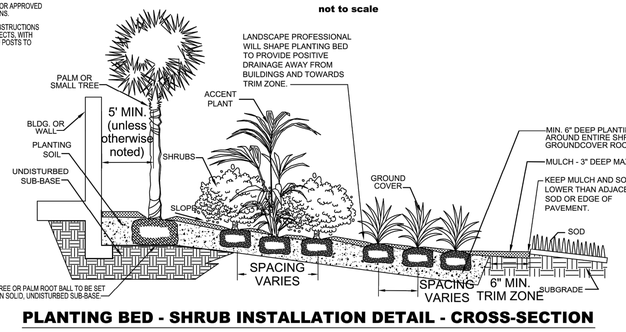
BY THE AUTHORITY OF THE SOUTH FLORIDA FIRE PREVENTION CODE, SECTION 5211.2.

THIS DETAIL SHALL APPEAR ON ALL LANDSCAPE PLANS AND/OR APPROVED CONSTRUCTION DRAWINGS PER PUBLIC SAFETY REGULATIONS.

THE CLEAR ZONE SHALL BE SODDED ONLY, AND BE FREE OF ALL OBSTRUCTIONS INCLUDING LANDSCAPE MAIL BOXES, LAMP-POSTS AND OTHER OBJECTS, WITH EXCEPTION TO OTHER FIRE FIGHTING EQUIPMENT OR TRAFFIC SIGN POSTS TO PROTECT FIRE FIGHTING EQUIPMENT.

FIRE HYDRANT CLEAR ZONE DETAIL

not to scale



PLANTING BED - SHRUB INSTALLATION DETAIL - CROSS-SECTION

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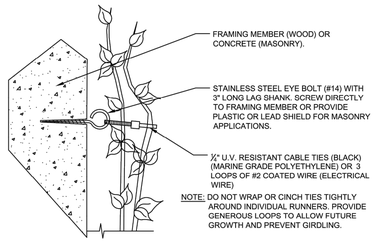
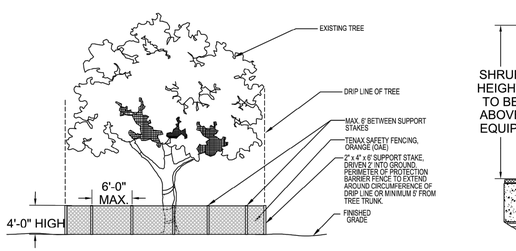


VINE TO WALL ATTACHMENT DETAIL

not to scale



TREE PROTECTION BARRIER DETAIL

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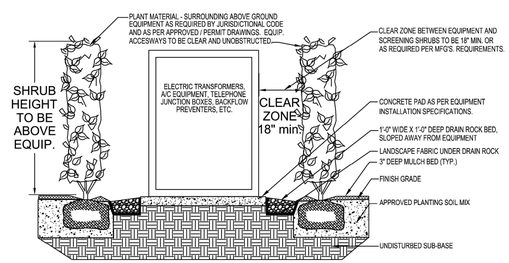


GROUND MOUNTED EQUIPMENT SCREENING DETAIL

not to scale

GENERAL NOTES, LANDSCAPE INSTALLATION SPECIFICATIONS

REFER TO SITE PLAN FOR SITE DATA AND UTILITIES. REFER TO ARCHITECTURAL PLANS FOR BUILDING FOOTPRINTS, ARCHITECTURAL INFORMATION AND DESIGNATION OF ELEVATIONS. REFER TO IRRIGATION PLANS FOR REQUIRED MATERIALS, SPECIFICATIONS, DETAILS AND COORDINATION ITEMS. REFER TO ENGINEERING PLANS FOR ALL GRADING, SITE WORK AND COORDINATION ITEMS. REFER TO WATER AND SEWER PLANS FOR ADDITIONAL,UNDERGROUND AND ABOVE-GROUND UTILITIES AND COORDINATION ITEMS.

PLANT MATERIALS ARE SPECIFIED FOR COMPLIANCE WITH MINIMUM CODE REQUIREMENTS AND GOVERNING AGENCY REVIEW COMMENTS AS OF THE DATE OF SUBMITTAL.

SUBCONTRACTORS ARE BOUND TO THE GENERAL CONTRACTOR AND ARE TO ASSUME ALL OBLIGATIONS AND RESPONSIBILITIES BY WHICH THE GENERAL CONTRACTOR IS BOUND TO THE OWNER. BOTH SHALL BE FAMILIAR WITH AND HAVE FULLY INVESTIGATED ALL LOCAL CODES AND ORDINANCES.

LANDSCAPE PROPOSALS SHALL PROVIDE UNIT COSTS AND SHALL INCLUDE: EXCAVATIONS, PLANT MATERIAL LISTED, DELIVERY AND INSTALLATION (LABOR), TURF SOD, SEEDING, TOP SOIL & FINE GRADING, SOIL BACKFILL, SOIL SUPPLEMENTS, FOLIAR SPRAYS, FERTILIZERS, GUYING AND STAKING, REQUIRED PRUNING, CLEAN-UP, WATERING AND ALL TAXES AND FEES NECESSARY TO SUCCESSFULLY ESTABLISH THE PROPOSED LANDSCAPE AND ECOLOGICAL COMMUNITIES.

THE CONTRACTOR/BIDDER SHALL HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL DRAWINGS (TREE PRESERVATION, LANDSCAPE AND IRRIGATION, PLUS RELATED ENGINEERING AND ARCHITECTURAL), DETAILS, SPECIFICATIONS AND NOTES OF SUCH LANDSCAPE/PLANTING PLANS FOR THE IDENTIFIED PROJECT AND LOCATION; AND CONTRACTOR/ BIDDERS ACKNOWLEDGES SAME BY SIGNATURE, DATE & COMPANY NAME BELOW THAT THE BID SUMITTED REFLECTS AN ACCURATE INSTALLATION OF THE LANDSCAPE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH, INCLUDING COORDINATION WITH RELATED TRADES, PROPERLY SEQUENCING WORK AND OFFICIAL ADDENDA. SO SWORN:

1. THE TERM "CONTRACTOR" REFERS TO THE PRINCIPAL COMPANY, OR OWNER/DEVELOPER, INCLUDING LANDSCAPING, OBLIGATED WITH THE RESPONSIBILITY FOR COORDINATING AND PERFORMING THE SITE WORK AND SECURING THE WORK OF SUBCONTRACTORS; DISCHARGING TO COMPLY WITH LOCAL BUILDING CODES AND ZONING ORDINANCES, AND WHICH IS THE ENTITY OF RECORD FOR OBTAINING PERMITS, SCHEDULING INSPECTIONS AND SECURING COMPLETION CERTIFICATES.

2. THE CONTRACTOR SHALL CUT, CLEAR, STUMP GRIND, EXCAVATE AND REMOVE ALL EXOTIC, INVASIVE AND DESIGNATED TREES FROM THE SITE AND AREAS THAT HAVE EVIDENCE OF PREVIOUSLY EXISTING TREES AND/OR PALMS; INCLUDES REMOVING DEBRIS, LITTER AND STONES OVER 1" DIAMETER.

3. THE CONTRACTOR SHALL REFER TO ALL TREE PRESERVATION PLANS, DETAILS AND SPECIFICATIONS IN CONJUNCTION WITH THE SITE/PROJECT TO LOCATE AND TAG ANY AND ALL EXISTING TREES AND/OR PALMS PROPOSED FOR PRESERVATION OR RELOCATION. THE CONTRACTOR SHALL ADHERE TO ALL DIRECTIVES AND AS SHOWN ON THE TREE PRESERVATION PLANS REGARDING ALL TREE OR PALM RELOCATIONS AND TREE REMOVAL.

GENERAL NOTES, LANDSCAPE INSTALLATION SPECIFICATIONS (cont.)

4. THE CONTRACTOR SHALL EXCAVATE ALL LIMEROCK FROM INTERIOR PARKING LANDSCAPE STRIPS AND ISLANDS TO A MIN. 2 1/2' DEPTH AND EXCAVATE ALL NON-ORGANIC SOILS WITHIN MIN. 10 FT. WIDTH OF THE ENTIRE BUILDINGS PERIMETER TO A MIN. 12 INCHES DEPTH. THE CONTRACTOR WILL BACKFILL THE STRIPS, ISLANDS AND BUILDING PERIMETERS WITH THE APPROVED 50/50 TOPSOIL MIX TO FINISHED GRADES. THE LANDSCAPE OR IRRIGATION PROFESSIONAL SHALL NOT PROCEED WITH WORK IN THESE DESIGNATED AREAS UNTIL SITE PREPARATION IS COMPLETE AND INSPECTED BY THE LANDSCAPE ARCHITECT AND/OR PERMITTING AGENCY.

5. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES WHICH ARE PROPERLY MARKED OR FOR WHICH HE HAS NOT OBTAINED PROPER MARKINGS THROUGH THE ONE CALL SYSTEM – 72 HOURS BEFORE DIGGING— CALL TOLL FREE 1 (800) 432–4770 OR FROM LOCAL UTILITY DEPARTMENTS. ALL ELECTRICAL, GAS, TELEPHONE, FIBER OPTICS, CABLE, WATER AND SEWER SERVICES LOCATED ON–SITE, ON ADJACENT PROPERTIES WITHIN 10' AND WITHIN ADJACENT R.O.W.'S SHALL BE CLEARLY MARKED.

6. THE CONTRACTOR SHALL PROVIDE ALL PROPOSED PLANTS AT FLA #1 GRADE OR BETTER AS DESCRIBED IN GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION AS PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND WILL PROVIDE CERTIFICATION FOR ANY AND ALL PLANTS IN DISPUTE. ALL PLANT MATERIAL PROVIDED SHALL MEET OR EXCEED THE MINIMUM SPECIFIED SIZE (HEIGHT, SPREAD, CALIPER, CLEAR TRUNK, ETC.) AS SHOWN ON THE LANDSCAPE PLANS. THE CONTRACTOR SHALL INSTALL PLANTS ACCORDING TO LANDSCAPE PLANS FOR SPACING AND PLACEMENT, AND PER THE LANDSCAPE DETAILS WITHOUT EXCEPTION. SHOULD ANY PLANT BE UNAVAILABLE THE CONTRACTOR WILL CONTACT THE LANDSCAPE ARCHITECT FOR RECOMMENDATIONS AND/OR APPROVAL OF ANY AND ALL SPECIES SUBSTITUTIONS.

7. THE CONTRACTOR SHALL PROVIDE PROPER TRANSPORT AND DELIVERY OF PLANT MATERIAL TO THE JOB SITE. PLANT MATERIAL SHALL NOT BE DROPPED, SCARRED OR OTHERWISE DAMAGED AT ANY TIME. DAMAGED PLANT MATERIALS SHALL BE REJECTED BY THE OWNER OR OWNER'S REPRESENTATIVE, REMOVED AND REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. ANY PLANTS OTHER THAN FL #1 GRADE OR WITH INDICATIONS OF DISEASE, INSECT INFESTATION, BROKEN BRANCHES, LACK OF WATER, GIRDLING OR SCARRING AT DELIVERY SHALL BE REJECTED.

8. THE CONTRACTOR SHALL PROVIDE CERTIFIED ST. AUGUSTINE 'FLORITAM' SOD, UNLESS OTHERWISE INDICATED, TO ALL OPEN AREAS INSIDE THE PROPERTY NOT RECEIVING PLANT MATERIAL OR OTHER FORM OF GROUNDCOVER, LIVING OR NON–LIVING. THE CONTRACTOR WILL PROVIDE SOD TO ALL DAMAGED TURF AREAS, TO EDGE OF PAVEMENT AND TO THE EDGE OF WATER AT ALL WATER BODIES. ALL SOD SEAMS WILL BE BUTT JOINTS WITH ADJACENT ROWS STAGGERED AND ALL EDGE PIECES ABUTTING TIGHTLY, LEAVING NO GAPS. THE CONTRACTOR SHALL REPAIR AND REPLACE ALL SOD ON ADJACENT PROPERTIES DAMAGED BY LANDSCAPE INSTALLATION WORK, AND SHALL NOTIFY THE OWNER OF THE ADJACENT PROPERTY, AND OBTAIN PERMISSION TO PERFORM SOD REPAIRS.

9. THE CONTRACTOR SHALL PROVIDE IMPORTED ORGANIC BACKFILL MIX AS NOTED ON THE PLANTING DETAILS WHICH WILL BE FREE OF ALL DEBRIS AND STONES OVER 1" DIAMETER. BACKFILL MIX WILL BE SANITIZED FROM HARMFUL BIOLOGICAL ORGANISMS, INCLUDING NEMATODES AND PARASITES AND WILL BE PH 6.5 – 8.0 RANGE AS DESCRIBED IN THE TREE OR PALM PLANTING DETAILS. NATIVE SOIL MAY BE MIXED WITH 50/50 MIX PER DETAILS ONLY IF APPROVED BACKFILL MIX IS NOT AVAILABLE. THE CONTRACTOR SHALL SUBMIT WRITTEN LAB RESULTS, CERTIFICATION OF SOIL CONTENT AND TRUCKING RECEIPTS WITH TYPE AND VOLUME OF SOIL TO THE OWNER OR OWNER'S REPRESENTATIVE FOR VERIFICATION. BACKFILL WILL BE TESTED FOR CONTENT BY THE LANDSCAPE ARCHITECT AT ANY TIME. FAILURE TO PROVIDE APPROVED BACKFILL, CERTIFICATION OF SOIL CONTENT AND/OR TRUCKING RECEIPTS MAY RESULT IN REJECTION OF ENTIRE LANDSCAPE WITH REMOVAL AND REPLACEMENT COSTS BORN SOLELY BY THE CONTRACTOR.

10. THE CONTRACTOR WILL PROVIDE FERTILIZER FOR ALL PLANTS UPON INSTALLATION AS SPECIFIED ON THE PLANTING DETAILS. FERTILIZER WILL BE THOROUGHLY INCORPORATED INTO THE BACKFILL MIX.

11. THE CONTRACTOR WILL PROVIDE 'TERRASORB' OR OTHER APPROVED SOIL SUPPLEMENT (HUMECTANT AND HYGROSCOPIC COMPOUNDS), THOROUGHLY INCORPORATED INTO THE BACKFILL MIX ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS FOR ALL PROPOSED PLANT MATERIAL IN EXISTING SANDY SOIL OR ON FAST DRAINING SITES. CONTRACTOR WILL BE FAMILIARIZED WITH THE SITE AND THE ENGINEERING SOIL REPORT.

12. UNLESS OTHERWISE DICTATED BY CITY OR COUNTY CODE, THE CONTRACTOR SHALL LOCATE ALL TREES WITH A MATURE HEIGHT OF OVER 20' NO CLOSER THAN 15 FEET TO ANY LIGHT POLES. PALMS WILL NOT BE CLOSER THAN 10 FEET TO ANY LIGHT POLE. THE CONTRACTOR MAY FIELD ADJUST HORIZONTAL LOCATION OF TREES AND PALMS FOR BEST FIT WHEN COORDINATED WITH AND CONSENT GIVEN BY THE OWNER OR OWNER'S REPRESENTATIVE. THE LANDSCAPE/IRRIGATION CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL SITE LIGHTING LOCATIONS ARE COMPLETELY STAKED–OUT TO CONFIRM APPLICABLE SEPARATION.

13. THE CONTRACTOR SHALL INSURE THAT ALL PLANT MATERIAL LOCATED WITHIN THE SIGHT TRIANGLE DISTANCE AREAS AT ROADWAY INTERSECTIONS AND ACCESS POINTS PROVIDE AN UNOBSTRUCTED CROSS VISIBILITY AT A HORIZONTAL LEVEL BETWEEN 30" AND 8' IN HEIGHT. SEE LANDSCAPE PLANS FOR SIGHT TRIANGLES.

14. THE CONTRACTOR SHALL INSURE THAT ALL TREES OR PALMS LOCATED ADJACENT TO ANY OVERHEAD POWER LINES BE INSTALLED IN ACCORDANCE WITH FLORIDA POWER AND LIGHT'S "RIGHT TREE, RIGHT PLACE" GUIDELINES. ANY INSTANCES OF INSUFFICIENT SEPARATION BETWEEN TREES OR PALMS AND OVERHEAD LINES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION BEFORE INSTALLATION.

15. THE CONTRACTOR SHALL LOCATE ALL TREES AND PALMS CLEAR OF ALL TRAFFIC SIGNS AND IN SUCH A MANNER TO PREVENT BOTH THE TREE CANOPY AND PALM FRONDS FROM OBSTRUCTING ANY PORTION OF TRAFFIC SIGNS. THE LANDSCAPE/IRRIGATION CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL TRAFFIC SIGNAGE AND GUIARDRAILS ARE COMPLETELY STAKED–OUT TO CONFIRM SEPARATION AND CLEAR VISIBILITY OF SIGNS.

16. THE CONTRACTOR WILL PROVIDE "WILT–PRUF" OR OTHER APPROVED SURFACANT TO BE SPRAYED ON ALL PROPOSED TREES AND PALMS IN AREAS OF SUSTAINED WINDS OF MORE THAN 10 KNOTS AND ALL COASTAL AREAS, ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS, TO PREVENT WINDBURN AND EXCESSIVE WATER LOSS THROUGH TRANSPIRATION.

17. THE CONTRACTOR SHALL INTERM SUPPLEMENTAL IRRIGATION, I.E. REGULAR THOROUGH, DEEP WATERING, TO ALL INSTALLED PLANT MATERIAL UNTIL SUCH TIME AS THE IRRIGATION SYSTEM IS INSTALLED AND HAS BEEN INSPECTED BY THE LANDSCAPE ARCHITECT AND DEMONSTRATED TO BE 100% OPERATIONAL, OR UNTIL THE CITY'S OR COUNTY'S FINAL INSPECTION, ACCEPTANCE AND PERMIT CLOSE–OUT.

18. THE CONTRACTOR SHALL PROVIDE ROOT BARRIER AT A VERTICAL DEPTH OF 18" MIN. TO 48" MAX. FOR ANY SHADE TREES OR LARGE PALMS WHICH ARE INSTALLED AS FOLLOWS: LESS THAN FIVE (5) FEET FROM ADJACENT ASPHALT OR CONCRETE PAVEMENT, WITHIN CURBED PARKING INSLANDS LESS THAN NINE (9) FEET INTERIOR WIDTH OR WITHIN SIX (6) FEET PROXIMITY TO UNDERGROUND UTILITY OR INFRASTRUCTURE. ROOT BARRIER SHALL BE "BIOBARRIER", "DEEPROOT PARTNERS, LP", OR APPROVED EQUAL. INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. SEE DETAIL, THIS PAGE.

19. THE CONTRACTOR SHALL PROVIDE GUYING OR STAKING TO ALL TREES AND PALMS ACCORDING TO THE DETAILS SHOWN IN THIS SHEET. GUYING AND STAKING REQUIREMENTS WILL BE STRICTLY ENFORCED THROUGHOUT CONSTRUCTION AND THE WARRANTY PERIOD. ALL TREES AND PALMS WILL BE PLUMB VERTICAL AT TIME OF INSPECTION. ALL GUYING OR STAKING SHALL BE REMOVED AFTER NINE MONTHS OR AT THE END OF HURRICANE SEASON, WHICHEVER IS GREATER.

20. THE CONTRACTOR SHALL PROVIDE APPROVED MULCH TO ALL TREES, SHRUBS AND PLANT BEDS. CONTRACTOR SHALL INSTALL MULCH AT A DEPTH OF 3", MIN., AND MAINTAIN A 48" DIAMETER RING AROUND FREE STANDING TREES. ALL TREES SHALL HAVE A 6" WIDE RING CLEAR OF MULCH AROUND THE TREE TRUNK. DO NOT MULCH ANNUAL FLOWER BEDS. APPROVED MULCH WILL BE NON–CYPRESS, STERILIZED NATURAL CELLULOSE FRAGMENTS AS RECOMMENDED BY SFWMD XERISCAPE PLANT GUIDE II AND WHICH COMPLIES WITH ALL APPLICABLE LAND DEVELOPMENT, ZONING AND BUILDING CODES.

18. THE CONTRACTOR WILL PROVIDE SCREEN HEDGE MATERIALS AT ALL GROUND MOUNTED, FREE–STANDING UTILITY EQUIPMENT OR ENCLOSURES SUCH AS TRANSFORMERS, AIR CONDITIONING COMPRESSORS, BACKFLOW PREVENTERS AND OTHER MECHANICAL EQUIPMENT NOT DETERMINED PRIOR TO SITE PLAN APPROVAL. SCREEN PLANT MATERIAL WILL BE LOCATED AT ALL NON–ACCESSIBLE PORTION OF SAID EQUIPMENT AND WILL BE EQUAL TO THE HEIGHT OF SUCH ELEMENTS (REFER TO GROUND MOUNTED EQUIPMENT SCREENING DETAIL). INSTALLATION SHALL BE PERFORMED PRIOR TO INSPECTION BY THE PERMITTING AGENCY. THE CONTRACTOR SHALL CONSULT WITH THE LANDSCAPE ARCHITECT FOR APPROPRIATE PLANT SPECIES, SIZE AND QUANTITY OF ALL SCREENING SHRUBS. THE CONTRACTOR SHALL SUBMIT A R.C.O. (REQUEST FOR CHANGE ORDER) FOR ALL ADDITIONAL REQUIRED SHRUBS TO SCREEN GROUND MOUNTED EQUIPMENT TO THE OWNER OR OWNER'S REPRESENTATIVE FOR CONSENT AND TO THE CITY FOR APPROVAL.

21. THE CONTRACTOR WILL, WITH ALL QUOTATIONS OR PROPOSAL/AGREEMENTS, PROVIDE A BINDING LETTER AND WRITTEN REPLACEMENT WARRANTY FOR ALL INSTALLED PLANT MATERIAL AFTER FINAL INSPECTION AND ACCEPTANCE BY THE OWNER. WARRANTY SHALL BE FOR 1 YEAR FOR ALL TREES AND PALMS, 120 DAYS FOR SHRUBS. WHERE INCREMENTAL COMPLETION CERTIFICATES OR TCO'S ARE ISSUED, CONTRACTOR MAY PETITION OWNER & AUTHORITY TO ACCEPT WORK IN CORRESPONDING INCREMENTAL SECTIONS. ALL PLANT MATERIAL SHALL NOT BE BOUND UNDER WARRANTY SHOULD IT BE CONFIRMED THAT DAMAGE OR DEATH TO PLANT MATERIAL BE THE RESULT OF AN "ACT OF GOD".

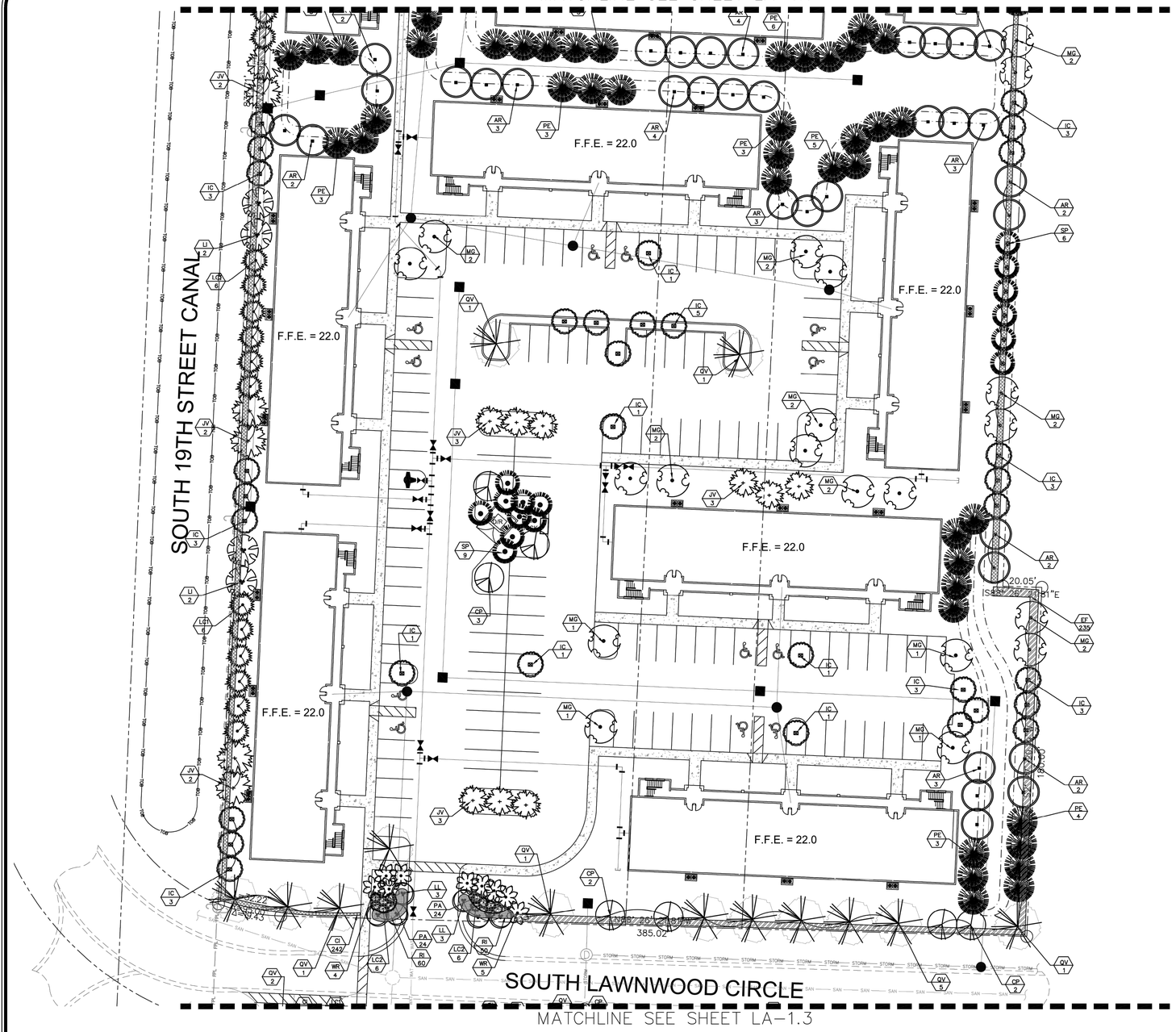
22. THE CONTRACTOR WILL PROVIDE A WRITTEN AGREEMENT TO COVER THE WARRANTY PERIOD AT TIME OF THE COMPLETION, INSPECTION AND PRIOR TO FINAL ACCEPTANCE. CONTRACTOR SHALL ALSO DEFINE INSPECTION DATES AND TIMES THROUGHOUT THE WARRANTY PERIOD TO MONITOR PLANTINGS UNDER WARRANTY. MAINTENANCE AGREEMENT WORK SHALL BE PERFORMED BY A QUALIFIED LANDSCAPE/IRRIGATION CONTRACTOR.

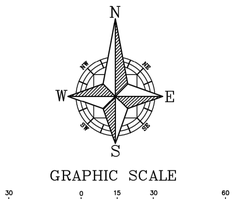
23. THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY OF OBTAINING FROM GROWERS STATEWIDE, AND INTERSTATE, SPECIFIED PLANT MATERIALS IN ADVANCE OF RELEASING SITE TO LANDSCAPE PROFESSIONAL AWARD OF THE CONTRACT IS BASED ON THE CONTRACTOR PROVIDING THE MATERIALS AT BID PRICE. CONTRACTOR WILL PROVIDE OFF–SITE INTERIM NURSERY FACILITIES FOR RECEIVING, MAINTAINING AND GROWING PLANT MATERIALS AT HIS OWN COST, WHEN SPECIAL CONDITIONS EXIST OR OTHER ARRANGEMENTS MUST BE MADE IN ORDER TO SUPPLY SPECIFIED PLANT MATERIALS. ONLY REGIONAL (TRI–COUNTY) AGRICULTURAL DAMAGE AS DETERMINED BY FLORIDA D.O.A. AND/OR THE LOCAL COOPERATIVE EXTENSION SERVICE IN WRITING WILL BE CONSIDERED BY AUTHORITY. IN THIS CASE, THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING AND OBTAINING WRITTEN MODIFICATION FROM THE LANDSCAPE ARCHITECT AND THE PERMITTING JURISDICTION FOR ACCEPTABLE PLANT SUBSTITUTIONS.

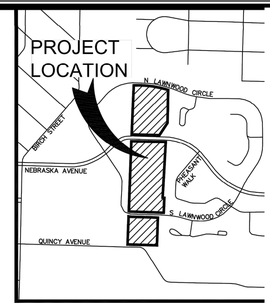
24. THE CONTRACTOR ACCEPTS THE LANDSCAPE PLAN, PLANT LIST, QUANTITIES AND SPECIFICATIONS CONTAINED HEREIN AS REQUIRED FOR SITE PLAN APPROVAL, ZONING AND LANDSCAPE PERMITTING. FINAL ARCHITECTURE, ENGINEERING IN PLANS AND UTILITY PROVIDERS MAY CREATE CONFLICTS AND OCCURANCE OF DISCREPANCIES BETWEEN PLANT LOCATIONS, COUNTS ON PLAN, AND THE LIST. BIDDERS AND CONTRACTORS SHALL REPORT IN WRITING ANY AND ALL DESIGN CONFLICTS TO THE LANDSCAPE ARCHITECT FOR RESOLUTION, AND AS REQUIRED BY CODE.

SIGNATURE OF CONTRACTOR/BIDDER DATE

COMP







LOCATION MAP
(N.T.S.)

NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.

NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

BY	DESCRIPTION	REV.	DATE
		A	

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL 32714
(407) 772-1213
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

LANDSCAPE PLANS

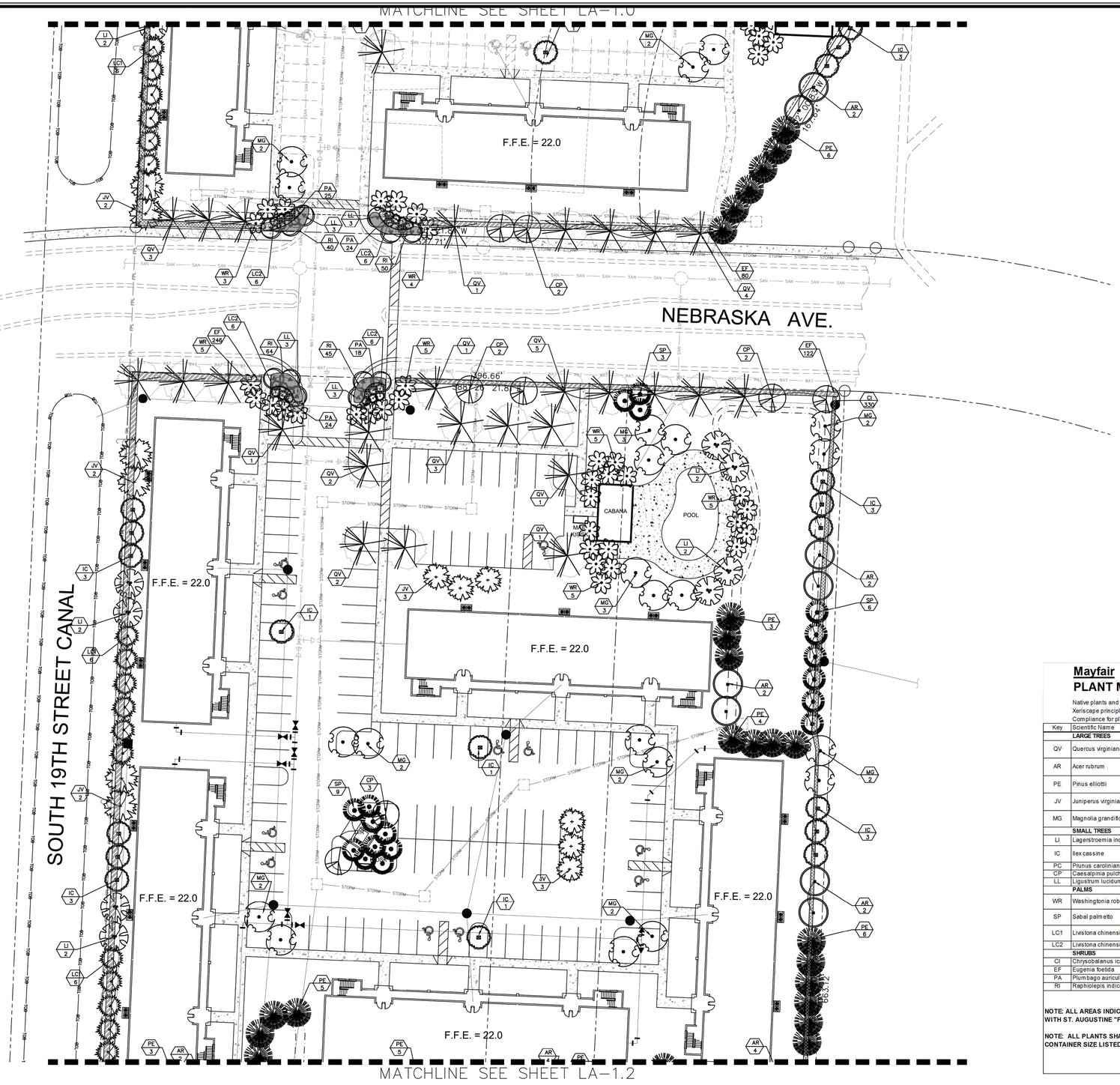
DRAWN:	DESIGNED:	CHECKED:	DATE:
DM	-	RW	6/3/2018

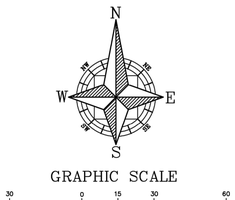
SCALE	PROJECT	SHEET
1"=30'	2017-004	L1-1.01

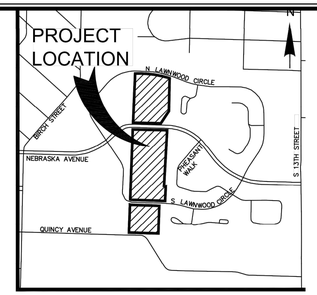
WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

C:\Users\Dennis Murray\Dropbox\Rick Wohlfarth\Mayfair\DWG\Construction Plans\2017.004-L1-1.00 - Landscape Plan.dwg Modified:6/3/2018 By:dennis murray Plotted By:dennis murray







LOCATION MAP
(N.T.S.)

Mayfair
PLANT MATERIALS LIST — Hardiness Zone 9b

Native plants and ecological communites as determined by the FDOACS, UF/IFAS, FDEP-Florida Land Use Cover Classification System.
Xeriscape principles as determined by the South Florida Water Management District "Waterwise" Xeriscape Plant Guide
Compliance for planting adjacent to overhead electrical wires as determined by Florida Power & Light, Administrative Services.

Key	Scientific Name	Common Name	Native	Xeri	Height x Spread / Description	Spacing	Qty	SUBT
	LARGE TREES	greater than 30 ft. at maturity						
QV	Quercus virginiana	Live Oak	Yes	High	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	59	
AR	Acer rubrum	Red Maple	Yes	Mod.	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	50	
PE	Pinus elliottii	Slash Pine	Yes	High	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	79	
JV	Juniperus virginiana	Southern Red Cedar	Yes	High	10' high x 4' spread, full, 45 gal. or field grown	per plan	39	
MG	Magnolia grandiflora	Southern Magnolia	Yes	Mod.	12' high x 5' spread, 2-1/2" DBH, 4-1/2' CT., field grown	per plan	70	**297**
	SMALL TREES	less than 25 ft. at maturity						
LI	Lagerstroemia indica "Muskogee"	Crepe Myrtle "Pink"	No	High	10' high x 4' spread, multi-trunk, 45 gal.	per plan	20	
IC	Ilex cassine	Dahoon Holly	Yes	High	10' high x 4' spread, full, 30 gal./45 gal., Air Root Pruned Container	per plan	85	
PC	Prunus caroliniana	Cherry Laurel	Yes	High	10' high x 4' spread, 4' CT., 45 gal. or field grown	per plan	0	
CP	Caesalpinia pulcherrima	Dwarf (Yellow) poinciana	No	High	10' high x 4' spread, 4' CT., 45 gal. or field grown	per plan	19	
LL	Ligustrum lucidum	Japanese privet	No	High	10' high x 4' spread, multi-trunk, 45 gal.	per plan	24	**148**
	PALMS							
WR	Washingtonia robusta	Washingtonia Palm	No	High	1/3 @ 16' high, 1/3 @ 20' high, 1/3 @ 24' high, staggered heights in all groupings, field grown	per plan	67	
SP	Sabal palmetto	Cabbage Palm	Yes	High	14' high to 20' high, staggered heights in all groupings, booted, field grown	per plan	60	
LC1	Livistona chinensis	Chinese Fan Palm	No	High	10' CT., 16' OA full heads, container or field grown	per plan	42	
LC2	Livistona chinensis	Chinese Fan Palm	No	High	6' OA, full to base, 7 gal.	per plan	48	**217**
	SHRUBS							
CI	Chrysobalanus icaco	Cocoplum "Red Tip"	Yes	High	24" OA, full to base, 3 gal.	24" OC	772	
EF	Eugenia foetida	Spanish Stopper	Yes	High	24" OA, full to base, 3 gal.	24" OC	613	
PA	Plumbago auriculata	Plumbago "Imperial Blue"	No	High	18" OA, full, 3 gal.	24" OC	209	
RI	Raphiolepis indica	Indian Hawthorn	No	High	12" OA, full, 3 gal.	18" OC	439	**2,033**
							Total	**2,695**

NOTE: ALL AREAS INDICATED FOR SOD SHALL BE INSTALLED WITH ST. AUGUSTINE "FLORITAM" SOD UNLESS ALTERNATE NOTED.

NOTE: ALL PLANTS SHALL BE INSTALLED AT SIZE INDICATED UNDER THE SPECIFICATIONS. CONTAINER SIZE LISTED IS FOR REFERENCE OR ESTIMATING ONLY.

Total Native Plants 1,827
Native % of Total 67.8%

Total Drought Tolerant Plants 2,575
Drought Tol.% of Total 95.5%

NOTE: SEE SHEET LA-1.0 FOR PLANT MATERIALS LIST.

NOTE: ALL PROPOSED UNDERGROUND UTILITIES SHALL BE MODIFIED TO AVOID CONFLICTS WITH REQUIRED TREES IN LANDSCAPE ISLANDS / VUA AREAS. SEE ENGINEERING PLANS.

REV.	DATE	DESCRIPTION	BY

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL 32714
(407) 774-7778 FAX 774-7785
ORLANDO

MAYFAIR
FORT PIERCE, FLORIDA

LANDSCAPE PLANS

DRAWN: DM | DESIGNED: --- | CHECKED: RW | DATE: 6/3/2018

SCALE: 1"=30' | PROJECT: 2017-004 | SHEET: L1-1.00

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

NOT FOR CONSTRUCTION
7/17/18

C:\Users\Dennis Murray\Dropbox\Rick Wohlfarth\Mayfair\DWG\Construction Plans\2017.004-L1-1.00 - Landscape Plan.dwg Modified: 6/3/2018 By:dennis murray Plotted By:dennis murray

MAYFAIR AT LAWNWOOD REPH, LLC
780 NW 42ND AVENUE, STE 400
MIAMI, FLORIDA 33126
(305) 569-8073

TO: City of Fort Pierce
St. Lucie County Fire District
South Florida Water Management District
St. Lucie County Health Department

RE: Mayfair at Lawnwood

Folio #: 2416-504-0199-000/1
2416-504-0199-050/6
2416-504-0199-200/3

On behalf of Mayfair at Lawnwood REPH, LLC, we hereby authorize the following to act as our agent relative to agency approvals and permits for the above referenced property and project:

- Wohlfarth Consulting Group, LLC (aka WC Group)
- Duane Morris LLP

Mayfair at Lawnwood REPH, LLC

By: _____ Carlos Sandino VP of REPH Management, Inc. Its Manager 7/11/18
Signature Print Name Title Date

STATE OF FLORIDA
COUNTY OF MIAMI DADE

I hereby certify that on this 11 day of July, 2018, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Carlos Sandino as VP of REPH Management, Inc. of MAYFAIR AT LAWNWOOD REPH, LLC, a Florida limited liability company , on behalf of said company. He/She ☑ is personally known to me or ☐ has produced _____ as identification.

GISELLE CRUZ
MY COMMISSION # FF 911912
EXPIRES: August 23, 2019
Bonded Thru Notary Public Underwriters

Giselle Cruz
Notary Public

Giselle Cruz
Print name of Notary Public

ORDINANCE NO. 18-023

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AFFIRMING THE PRIOR APPROVAL OF A PLANNED DEVELOPMENT (PD) PLAN MODIFICATION** FOR MAYFAIR AT LAWNWOOD PURSUANT TO SECTION 22-40, PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Fort Pierce land development code sets forth the regulation of Planned Developments in Section 22-40;

WHEREAS, the regulation of Planned Developments allows for minor and major modification;

WHEREAS, the Planned Development was originally approved in 1982 as a subcomponent of the master Planned Unit Development known as Longwood; and

WHEREAS, the Planned Development was subsequently modified in 2005; and

WHEREAS, an owner of real property within the City of Fort Pierce has petitioned the City of Fort Pierce to revise the approved Planned Development for the project known as Mayfair at Lawnwood; and

WHEREAS, the City of Fort Pierce Planning Board held a public meeting on June 14, 2016, to consider Planned Development amendment and motioned to place the item on the table till July 12, 2016, to allow further discussions between the Applicant and the surrounding residential development Longwood of Fort Pierce Homeowner's Association, Inc (Longwood); and

WHEREAS, the Applicant worked to schedule several meetings with the Longwood representatives; bringing forth a new revised plan; and

WHEREAS, the Applicant continued to the August 9, 2016 meeting of the Planning Board and motioned to place the item on the table until September 13, 2016, to allow further discussions between the Applicant and the surrounding residential development Longwood of Fort Pierce Homeowner's Association, Inc. (Longwood); and

WHEREAS, the City of Fort Pierce Planning Board held a public meeting on September 13, 2016, to consider the Planned Development and the Planning Board voted 8-2 to recommend disapproval of the application; and

WHEREAS, the City Commission held a duly noticed and advertised public hearing on October 17, 2016, to consider the land development code amendment and after closing the public hearing, motioned to continue the meeting to November 21, 2016; and

WHEREAS, the City Commission heard the conclusion of this item at November 21, 2016, meeting and a motion was made to approve the Planned Development with the Condition that the written agreement between the Applicant and Longwood be incorporated into a final development order; and

WHEREAS, the written agreement between the Applicant and Longwood has been completed and recorded by Joseph E. Smith, Clerk of the Circuit Court, in the records of St. Lucie County OR Book 4094, Pages 2679-2708; and

WHEREAS, the proposed amendment to the Planned Development has been reviewed in accordance with the City's Land Development Code; and

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

SECTION 1. From and after the effective date hereof, the following properties legally described as:

Parcel IDs 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3:

Being a parcels of land lying in St. Lucie County, Florida, being more particularly described as follows; LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT INT NLI NEBRASKA AV AND E LI S 19 ST (CANAL), TH N 1 25 E ALG E LI OF SD S 19 ST 582.85 TO S R/W LI OF N LAWNWOOD CIR, TH ELY ALG SD S R/W ON A CURVE CONCAVE SLY, DELTA 20 21 26, R OF 1189.24, ARC DIST 422.54, TH S 01 25 01 W 375.70 FT,TH S 30 59 45 W 183.44 FT TO N R/W LI NEBRASKA AV,TH N 89 28 42 W 327.66 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (5.43 AC) (OR 3116-1904);

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG INT S R/W NEBRASKA AV AND E R/W S 19 ST (CANAL),TH RUN S 01 25 00 W ALG SD E R/W 837.73 FT TO N R/W OF S LAWNWOOD CIR, TH ELY ALG SD N R/W ON A CURVE CONC NLY DELTA 19 25 59, R OF 95 FT, ARC DIST 32.22 FT,TH S 89 28 42 E 385.02 FT,TH N 01 25 00 E 180 FT,TH N 89 28 42 W 20.04 FT,TH N 01 25 00 E 663.12 FT TO S R/W NEBRASKA AV,TH N 89 28 42 W ALG SD S R/W 395.42 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (7.75 AC) (OR 3116-1904); and

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT PT OF INT OF E LI OF S 19 ST CANAL AND LI DESC IN OR 83-343,TH CONT ELY ALG SD LI DESC IN OR 83-343 350 FT,TH N 01 25 E 330.54 FT TO S LI S LAWNWOOD CIR,TH WLY ON S R/W 350.17 FT,TH SLY 334 FT TO POB (2.69 AC) (OR 3116-1904)

and further depicted on Exhibit "A", attached hereto and incorporated herein, shall be and the same are hereby known as the PD, Planned Development (PD-Mayfair); said properties being generally located at 1801 Nebraska Avenue in Fort Pierce, Florida.

SECTION 2. The Development Plan for the subject Planned Development as depicted on Exhibit B, subject to the conditions set forth in Exhibit C, both of which are attached hereto and incorporated herein by reference, be and the same are hereby approved, and shall serve as the Development Plan associated with the subject Planned Development. The written agreement between the Applicant and Longwood be incorporated into a final development order is attached as Exhibit D.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall no further force of effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.18-023 was duly advertised by title only in the St. Lucie News Tribune on _____, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____, 2018; and was duly

introduced, read by title only, and passed on second and final reading _____, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this __ day of _____, 2018.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Legal Description of Subject Property

OR BOOK 4094 PAGE 2689

LEGAL DESCRIPTION

PARCEL 1:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA. BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 839.34 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 582.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1189.24 FEET, AN ARC DISTANCE OF 414.43 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 82°58'44" EAST AND A CHORD DISTANCE OF 412.34 FEET. THE LAST DESCRIBED COURSE BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE SOUTH 19TH STREET CANAL. 535.88 FEET TOTHE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 635 FEET, AN ARC DISTANCE OF 15.00 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 88°48'06" WEST AND A CHORD DISTANCE OF 15.00 FEET; THENCE RUN NORTH 89°28'42" WEST. PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 395.42 FEET TO THE POINT OF BEGINNING. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE.

LESS AND EXCEPT:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET. SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE; 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET. THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTION CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHYWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805 94 FEET; THROUGH CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE. THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 540.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. THENCE, CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF 01°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NESRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES, MORE OR LESS.

EXHIBIT A

Legal Description of Subject Property

OR BOOK 4094 PAGE 2690

PARCEL 2:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 919.35 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN SOUTH 89°28'42" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE. SAID LINE BEING PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, A DISTANCE OF 396.67 FEET; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 663.12 FEET THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 20.05 FEET, THENCE RUN SOUTH 0 1°25' WEST. PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL 160.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH, THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 389.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 95 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'59", AN ARC DISTANCE OF 32.22 FEET TO THE EAST LINE OF THE SOUTH 19TH STREET CANAL. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 01°25' EAST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 637.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

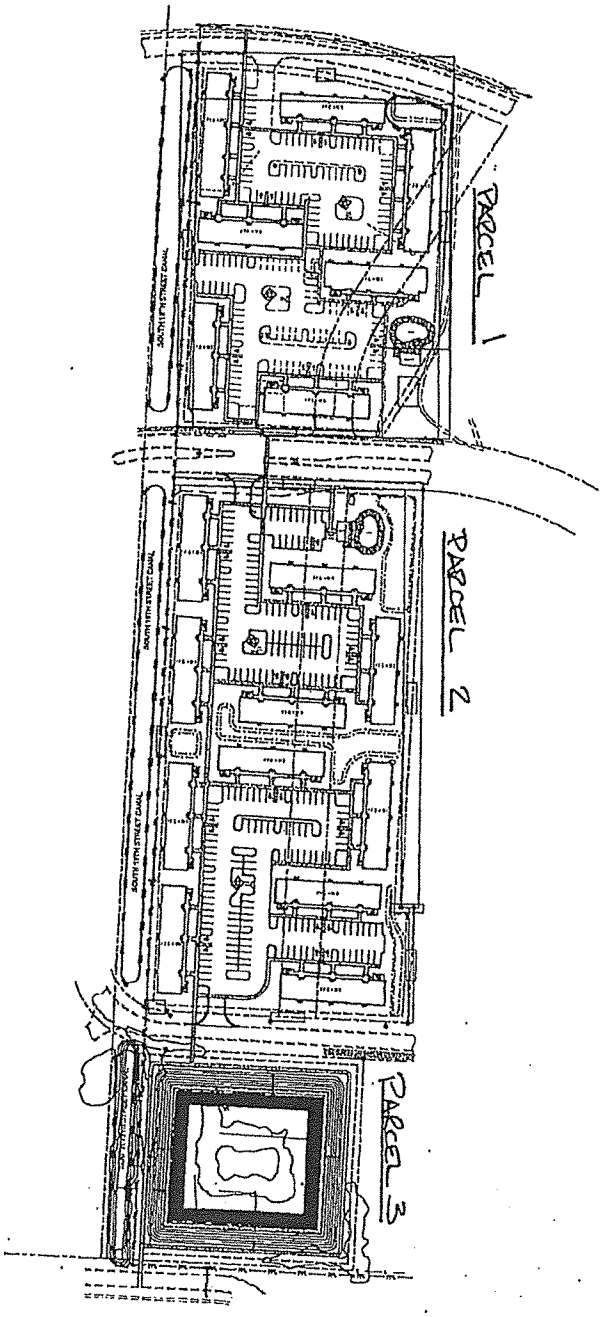
COMMENCE (P.O.C) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 2153.02 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL 334.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 155 FEET, THROUGH A CENTRAL ANGLE OF 12°07'54", AN ARC DISTANCE OF 32.82 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF SOUTH 83°24'42" EAST AND A CHORD DISTANCE OF 32.76 FEET. THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 317.37 FEET. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTH 01°25' WEST. PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 330.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE; THENCE RUN NORTH 89°28'42" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 350 FEET TO THE POINT OF BEGINNING.

SAID PARCELS (1-3) CONTAIN 15.66 ACRES, MORE OR LESS (15.52 NET ACRES).

EXHIBIT B

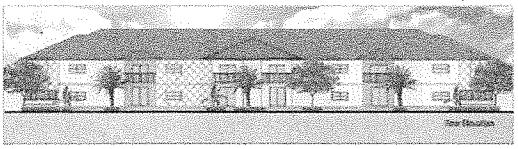
Development Plan

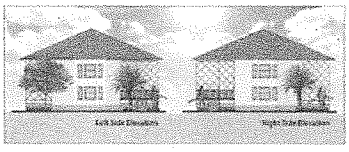
OR BOOK 4094 PAGE 2687



WOHLFARTH CONSULTING GROUP LLC ENGINEERS & PLANNERS 248 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FL 32714 (407) 750-3193	OVERALL SITE PLAN MAYFAIR FORT PIERCE, FL	SCALE: 1" = ---'	DATE: 10/25/2017
		PROJECT: ---	REVISION: ---
			SHEET: EX-01

EXHIBIT B





	Parcel A	Parcel B	Parcel C	Total
Gross Area	5.24	7.76	2.66	15.66
# of Buildings	7	11	0	18
1 BR	40	66	0	106
2 BR	42	66	0	108
3BR	4			4
	86	132	0	218
	16.41	17.01	0.00	13.92
Required Parking				
1.5 Spaces Per Unit	129	198	0	327
Provided	151	224	0	375
Parking Ratio	1.76	1.70	0.00	1.72

The property has a zoning of PUD and an overall density of 13.86
The underlying Land Use is Medium with a 6.5 to 12 DU/Acre.
There is a bonus program for 5 additonal units for a total of 17.
The site should qualify for the total bonus.

Existing and Proposed Land Use Tables

The following is a Land Use Table of the existing and the proposed design criteria for the PD:

Land Use Table

Parcel ID	Acreage
2416-504-0199-000-1	5.35 acres
2416-504-0199-050-6	7.75 acres
2416-504-0199-200-3	2.69 acres
Total	15.8 acres **15.66 acres Surveyed**
Existing Land Use	RM – Residential Medium
Proposed Land Use	RM – Residential Medium
Existing Zoning	PUD /PD
Proposed Zoning	PUD /PD
Adjacent Zoning	
North	R-4
South	OS-1
East	PUD /PD
West	C-1
FEMA Firm	12111C0187J
Flood Zone	X

	Existing	Proposed
Maximum Building Height	3 Story (35 Feet)	Residential 2 Story (24 Ft.) Commercial 3 Story (35 Ft)* *(Subject to Further Approval)
Property Set-back		
North		15 Feet
South		15 Feet
East		25 Feet
West		15 Feet
Building Separation	25 Feet	25 Feet
Open Space	20%	25% (Min.)
Parking		
Required	1.5 Spaces per unit (345)	1.5 Spaces per Unit (327)
Provided		1.71 Spaces per Unit (373)
HC Parking		
Required		2% (8)
Provided		11 %(44)

EXHIBIT C

Condition of Approval

1) The written agreement between the Applicant (Mayfair) and the adjacent HOA (Longwood) is incorporated into the Ordinance.

EXHIBIT D

**Agreement for Development Order between
Mayfair at Lawnwood REPH LLC and
Longwood of Fort Pierce Homeowner's Association, Inc.**

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4398854 OR BOOK 4094 PAGE 2679, Recorded 02/07/2018 11:04:30 AM

This instrument prepared by, and
Upon recording return to:

David B. Earle, Esquire
Ross Earle Bonan & Ensor, P.A.
P.O. Box 2401
Stuart, FL 34995

Agreement for Development Order
between
Mayfair at Lawnwood REPH LLC ("Mayfair") and
Longwood of Ft. Pierce Homeowners Association, Inc. ("Longwood")

The Parties, Mayfair at Lawnwood REPH LLC, a Florida limited liability company ("Mayfair) with a mailing address at 780 N.W. 42nd Avenue, Miami, Florida 33126, and Longwood of Ft. Pierce Homeowners Association, Inc., a Florida not-for-profit corporation ("Association") with a mailing address at 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (collectively referred to the "Parties") hereby enter into this Agreement for Development Order ("Agreement"); and

WHEREAS, Mayfair has applied for a Development Order from the City of Ft. Pierce ("City") for the real property more particularly described in Exhibit "B" ("Mayfair Property"); and

WHEREAS, the Association is a Florida Homeowners Association organized pursuant to Chapters 617 and 720, Florida Statutes, for the purpose of operating and managing that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Longwood Village, recorded in Official Record Book 408, Page 635, Public Records of St. Lucie County, Florida, as amended from time to time ("Longwood Property"); and

WHEREAS, the Association has raised several objections to the Mayfair Development Order application; and

WHEREAS, the Parties have reached an agreement with regard to the development of the Mayfair Property, as set forth below;

NOW THEREFORE, in consideration of the exchange of promises and other good and valuable consideration, acknowledged by each party as received and accepted, the Parties agree as follows:

1. All the recitals above and below are true, correct and shall be incorporated into this Agreement and the Development Order.

2. This Agreement provides for the construction of no more than 218 rental units in the project on the north and middle parcels of the Mayfair Property as depicted on Exhibit "A." Such units shall be developed substantially in accordance with the Plan attached as Exhibit "A". The Association agrees to the Development Order as applied for by Mayfair and supports the same, subject to the terms and conditions set forth herein.

3. The southern parcel of the Mayfair Property ("South Parcel") shall be improved by Mayfair at Mayfair's sole cost with (i) a lake or water retention basin as shown on the plans approved by City of Fort Pierce ("Plans") as depicted on Exhibit "D"; (ii) the enlargement of the existing discharge weir and/or opening; (iii) connection of the existing drainage to the new lake; and (iv) the connection of new lake or water retention basin to the South 19th Street Canal, all as more

particularly described and detailed in Exhibit "D" (collectively, "Improvements"). Within sixty (60) days after completion of such Improvements as certified by a licensed engineer or architect acceptable to the Parties, the South Parcel shall be conveyed by special warranty deed ("Deed") to the Association, free and clear of monetary liens but subject to a use restriction of the South Parcel as part of the water management system benefitting both the Longwood Property and the Mayfair Property ("Water Management System"). The Association shall assume all obligations for ad valorem taxes relating to the Improvements and the South Parcel prorated for the year of closing and then solely thereafter. Mayfair shall be responsible to pay the design and permitting costs of the Improvements and any documentary stamp or transfer taxes and recording costs for the Deed (collectively, "Mayfair Costs").

4. All obligations of Mayfair and the Association under this Agreement are contingent upon the receipt of approvals from South Florida Water Management District, and the City of Fort Pierce, as applicable, and/or any other agency from which a permit shall be required (collectively, "Lake Permit") for the construction of the Improvements. The obligations of Mayfair and the Association under this Agreement are subject to the City's approval of a density transfer sufficient to allow for a residential community and related amenities consisting of up to 218 units to be constructed on the northern and middle parcels of the Mayfair Property. At least 50% of the constructed units shall be two or three bedroom units, each with a minimum square footage of 997 square feet, and no more than 50% of the constructed units shall be one bedroom units, each with a minimum of 806 square feet (collectively, "Project").

5. Mayfair will apply for the Lake Permit prior to the commencement of any construction of the Project. Mayfair shall be permitted to commence construction of up to two buildings of the Project following the application for the Lake Permit. Subject to having obtained the Lake Permit, Mayfair shall commence the construction of the Improvements no later than 18 months after the date of execution of the Development Order by the City ("DO Approval"). Mayfair shall proceed diligently and complete the construction of the Improvements no later than 2 years from DO Approval. Mayfair will expend up to $100,000.00, which Mayfair reasonably believes is sufficient to complete the Improvements and to pay the Mayfair Costs. In the event that a portion of the said $100,000.00 is not used for construction of the Improvements and the Mayfair Costs, then the remainder of the funds shall be used to enhance the South Parcel with landscaping and other amenities agreed upon by the Parties. In the event the Mayfair Costs exceed $100,000.00, Mayfair shall be responsible to pay such excess; provided however, Mayfair shall be entitled to recover any economic benefit of any fill removed from the Lake.

6. The Parties agree that the Project units may be rental units provided that the minimum initial lease term for all units shall be twelve (12) months. Thereafter, up to twenty-five percent (25%) of the units may be leased for a term of no less than nine (9) months (and the remaining seventy-five percent (75%) of the units will continue to be subject to a twelve (12) month minimum lease term).

7. The Shared Use Agreement attached as Exhibit "C" will be amended within sixty (60) days from the effective date of this Agreement. The amended Shared Use Agreement will acknowledge that, in consideration for and upon completion of the Improvements and conveyance of the South Parcel as described in paragraphs 3, 4 and 5 above, Mayfair will no longer owe the Association any contribution for Shared Costs accruing through December 31, 2017. Commencing January 1, 2018, Mayfair and the Association will each be responsible for fifty percent (50%) of the Shared

Costs of maintaining the Water Management System (and such Shared Costs shall include, but not be limited to, routine maintenance, repair, replacement and capital reserves for same).

8. Mayfair will construct the sidewalks on the west side of the Mayfair Property as detailed in the Development Order.

9. Mayfair will construct concrete walls, on the eastern portion of the north and middle parcels of the Mayfair Property. Mayfair is not obligated to construct any wall bordering the South Parcel. The north and middle parcel walls shall be constructed at the start of vertical construction on each respective parcel, provided, however that both walls shall be completed no later than 2 years from DO Approval, regardless of whether vertical construction has commenced on either or both parcels.

10. This Agreement represents a compromise and a settlement of disputed claims.

11. Mayfair and Longwood acknowledge that each has had the opportunity to consult with such professionals, experts, and legal counsel of their choice as either may have desired with respect to the matters set forth herein.

12. Each party has participated fully in the negotiation and preparation of this Agreement and each party has carefully reviewed this Agreement and is entering into the same freely. Accordingly, this Agreement shall not be more strictly construed against either party.

13. Each party represents and warrants each signatory hereto has the full power and authority to enter into this Agreement.

14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

15. This Agreement may be executed in one or more counterparts, each of which shall be a duplicate original, but a complete set of which taken together shall constitute one and the same instrument. Either of the parties hereto may execute this Agreement by signing any such counterpart or counterparts. Electronically mailed digital copies and/or faxed copies shall be deemed originals for all purposes, including enforcement.

16. If any obligation cannot be performed or completed at or within the time specified in this Agreement for any reason beyond the control of the obligor that is recognized as an excuse to timely performance under the laws of the State of Florida, the time for performance or completion shall be extended as necessary.

17. Should any provision of this Agreement, for any reason and to any extent, be determined invalid or unenforceable, the remainder hereof shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Florida law.

18. This Agreement shall be recorded in the official records of Saint Lucie County and shall constitute covenants running with the land against the Longwood Property and the Mayfair Property.

19. Any and all disputes, claims and controversies arising out of, or relating to, this Agreement (including, but not limited to, the breach or validity thereof) shall be settled in a court of competent jurisdiction located in St. Lucie County, Florida. The parties consent to such venue and jurisdiction and waive any claims that such venue is an inconvenient forum. The parties may seek all remedies for any breach of this Agreement to which either may be entitled in law or equity. The prevailing party in any action that is brought to enforce this Agreement shall be entitled to the recovery of reasonable attorney's and paralegals' fees and costs, including

bankruptcy and appellate fees and costs, earned and incurred as a result thereof, in addition to any award and/or decision entered in connection therewith.

20. No modification of this Agreement shall be valid or effective unless in writing and signed by the Parties.

21. This Agreement is binding upon and inures to the benefit of each Party, and/or its successors and assigns.

ALL SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 18th day of January, 2018.

WITNESSES:

Printed Name: Joseph Mousa

Printed Name: Myrna Llera

MAYFAIR AT LAWNWOOD REPH LLC,
a Florida limited liability company

By: REPH Management, Inc., a Florida corporation, its Manager

By:
Name: Carlos Sandino
Title: Vice President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was subscribed to and acknowledged before me this 19th day of January, 2018, by Carlos Sandino as Vice President of REPH Management, Inc., a Florida corporation, on behalf of the corporation as Manager of MAYFAIR AT LAWNWOOD REPH LLC, a Florida limited liability company, in such capacity on behalf of the company, and who ☑ is personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: [NOTARIAL SEAL]

[signatures continue]

CONCHA M. RODRIGUEZ
Notary Public - State of Florida
Commission # GG 075179
My Comm. Expires Feb 22, 2021
Bonded through National Notary Assn.

WITNESSES:

Printed Name: Bobby Lee Wilson

Printed Name: Lucinda Cahill

LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: James H. Griffin

Name: James H Griffin

Title: Vice President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was subscribed to and acknowledged before me this 23 day of January, 2018, by James H Griffin, as Vice President of Longwood of Ft. Pierce Homeowners Association, Inc., a Florida not-for-profit corporation, in such capacity on behalf of the corporation, and who ☒ is personally known to me, or ☐ has produced _____ as identification.

Glynndolyn Hepworth
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:
7/16/21

[NOTARIAL SEAL]

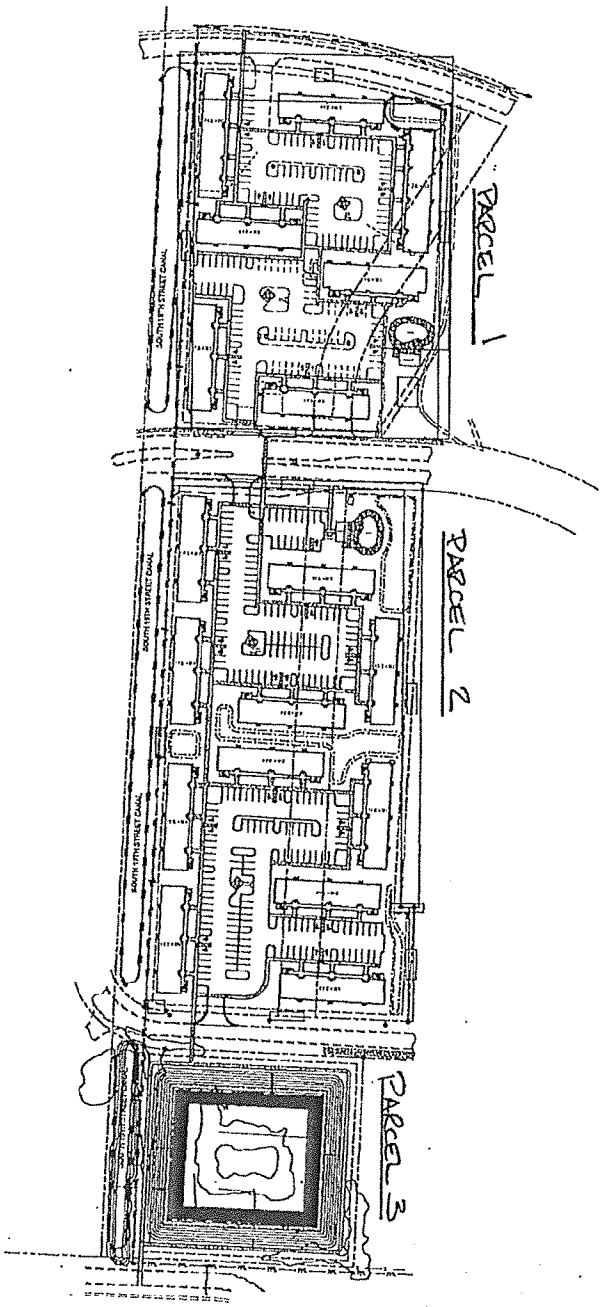
Notary Public State of Florida
Glynndolyn Hepworth
My Commission GG 119398
Expires 07/16/2021

Exhibit A	Plan for 218 Rental Units and Lake
Exhibit B	Legal Description for the North, Middle and Southern Parcels
Exhibit C	Shared Cost Agreement
Exhibit D	Plan of the proposed improvements to the Southern Parcel

EXHIBIT A

Plan for 218 Rental Units and Lake

[see attached]



WOHLFARTH CONSULTING GROUP LLC ENGINEERS & PLANNERS 246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FL 32714 (407) 750-3123	OVERALL SITE PLAN MAYFAIR FORT PIERCE, FL	SCALE: 1" = ---' DATE: 10/25/2017 PROJECT: ---- REVISION: ---- SHEET: EX-01

EXHIBIT B

Legal Description for the North, Middle and Southern Parcels

[see attached]

LEGAL DESCRIPTION

PARCEL 1:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA. BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 839.34 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 582.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1189.24 FEET. AN ARC DISTANCE OF 414.43 FEET. SAID CURVE HAVING A CHORD BEARING OF SOUTH 82°58'44" EAST AND A CHORD DISTANCE OF 412.34 FEET. THE LAST DESCRIBED COURSE BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE SOUTH 19TH STREET CANAL. 535.88 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 635 FEET, AN ARC DISTANCE OF 15.00 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 88°48'06" WEST AND A CHORD DISTANCE OF 15.00 FEET; THENCE RUN NORTH 89°28'42" WEST. PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 395.42 FEET TO THE POINT OF BEGINNING. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE.

LESS AND EXCEPT:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET. SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET: AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE; 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET. THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTION CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHYWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805 94 FEET; THROUGH CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE. THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 540.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. THENCE, CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF 01°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NESRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES, MORE OR LESS.

PARCEL 2:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 919.35 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN SOUTH 89°28'42" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE, SAID LINE BEING PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, A DISTANCE OF 396.67 FEET; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 663.12 FEET THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 20.05 FEET, THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL 180.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH, THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 389.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 95 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'59", AN ARC DISTANCE OF 32.22 FEET TO THE EAST LINE OF THE SOUTH 19TH STREET CANAL. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 01°25' EAST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 837.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCE (P.O.C) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 2153.02 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL 334.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 155 FEET, THROUGH A CENTRAL ANGLE OF 12°07'54", AN ARC DISTANCE OF 32.82 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF SOUTH 83°24'42" EAST AND A CHORD DISTANCE OF 32.76 FEET. THENCE RUN SOUTH 89°28"42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 317.37 FEET. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTH 01°25' WEST. PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 330.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE; THENCE RUN NORTH 89°28'42" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 350 FEET TO THE POINT OF BEGINNING.

SAID PARCELS (1-3) CONTAIN 15.66 ACRES, MORE OR LESS (15.52 NET ACRES).

EXHIBIT C

Shared Cost Agreement

[see attached]

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4428969 OR BOOK 4125 PAGE 632, Recorded 04/27/2018 09:13:18 AM

PREPARED BY:

David B. Earle, Esquire
Ross Earle Bonan & Ensor
PO Box 2401
Stuart, Florida 34995

AND AFTER
RECORDING RETURN TO::

Jay Steinman, Esquire
Duane Morris LLP
200 S. Biscayne Boulevard, Suite 3400
Miami, Florida 33131

[Space above reserved for Recorder's use]

RECORDING COVER SHEET

Document Title:	SECOND AMENDMENT TO SHARED COST AGREEMENT
Executing Parties:	LONGWOOD OF FT PIERCE HOMEOWNERS ASSOCIATION, INC. MAYFAIR AT LONGWOOD REPH, LLC
Legal Description:	See Exhibit "A" to Agreement

Prepared by and Return to:
David B. Earle, Esq.
Ross Earle Bonan & Ensor
PO Box 2401
Stuart, Florida 34995

SECOND AMENDMENT TO SHARED COST AGREEMENT

THIS SECOND AMENDMENT TO SHARED COST AGREEMENT (this "Second Amendment") is made as of the 13 day of April, 2018, by and between LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, whose address is 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 ("Association") and MAYFAIR AT LAWNWOOD REPH, LLC, a Florida limited liability company ("Mayfair REPH") whose address is 780 NW 42nd Avenue, Miami, Florida 33126.

WITNESSETH

WHEREAS, the Association and Mayfair At Lawnwood, LLLP, a Florida limited liability limited partnership, entered into that certain Shared Cost Agreement dated October 26, 2005, and recorded in Official Records Book 2432, Page 2160 of the Public Records of Saint Lucie County, Florida, as amended by that certain First Amendment to Share Cost Agreement dated as of March 29, 2006, and recorded in Official Records Book 2624, Page 765 of the Public Records of Saint Lucie County, Florida ("Shared Cost Agreement") regarding, among other things, that certain real property more particularly described in Exhibit "A" attached hereto ("Mayfair Property").

WHEREAS, Mayfair REPH is the current owner of the Mayfair Property and has applied for a Development Order for the Mayfair Property from the City of Ft. Pierce, Florida.

WHEREAS, the parties hereinto have entered into that certain Agreement for Development Order dated on or about the date hereof and recorded or to be recorded in the Public Records of Saint Lucie County, Florida ("Agreement for Development Order").

WHEREAS, pursuant to the terms of the Agreement for Development Order the parties desire to amend the Shared Cost Agreement as provided herein.

NOW, THEREFORE, in consideration of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Capitalized terms not defined herein shall have the meaning set forth in the Agreement for Development Order, which shall remain effective and enforceable itself.

3. Upon completion of the Improvements and conveyance of the South Parcel as described in paragraphs 3, 4 and 5 of the Agreement for Development Order, Mayfair REPH will not owe the Association any contribution for Shared Costs accruing through December 31, 2017. Article 4 is amended to provide that, commencing as of January 1, 2018, Mayfair and the Association will each be responsible for fifty percent (50%) of the Shared Costs of maintaining the Water Management System (and such Shared Costs shall include, but not be limited to, routine maintenance, repair, replacement and capital reserves for same). Except as amended herein, all other provisions within Article 4 shall remain in full force and effect.

4. Moreover, except as amended by this Second Amendment, the Shared Cost Agreement itself shall remain in full force and effect.

[Signatures to follow on next page]

In witness whereof, the undersigned have executed this Second Amendment as of the day and year above first written.

Signed, sealed and delivered in the presence of:

Witnesses:

Martha Elrod
Signature
Martha Elrod
Print Name

Bobbylee Wilson
Signature
Bobbylee Wilson
Print Name

LONGWOOD OF FT. PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit

By: M Cahill
Name: MICHAEL J. CAHILL
Title: President
Date: 4/11/18

STATE OF FLORIDA)
) ss:
COUNTY OF St Lucie)

I hereby certify that on this 11 day of April, 2018, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael J Cahill as President of LONGWOOD OF FT. PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. He/She ☐ is personally known to me or ☑ has produced _____ as identification.

Glynndolyn Hepworth
Notary Public
Glynndolyn Hepworth
Print name of Notary Public

Notary Public State of Florida
Glynndolyn Hepworth
My Commission GG 119396
Expires 07/16/2021

[Signature Page to Second Amendment to Shared Cost Agreement]

Signed, sealed and delivered in the presence of:

Witnesses:

Signature

Joseph Moussa
Print Name

Signature

Evelyn Soto
Print Name

MAYFAIR AT LAWNWOOD REPH LLC, a Florida limited liability company

By:
Name: Carlos Sandino
Title: VP of REPH Mgmt, Inc. its sole member
Date: 4/12/18

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I hereby certify that on this 13th day of April, 2018, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Carlos Sandino as Vice President of MAYFAIR AT LAWNWOOD REPH, LLC, a Florida limited liability company , on behalf of said company. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public

CONCHA RODRIGUEZ
Print name of Notary Public

CONCHA M. RODRIGUEZ
Notary Public – State of Florida
Commission # GG 075179
My Comm. Expires Feb 22, 2021
Bonded through National Notary Assn.

[Signature Page to Second Amendment to Shared Cost Agreement]

EXHIBIT "A"

LEGAL DESCRIPTION

[see attached]

LEGAL DESCRIPTION

PARCEL 1:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 839.34 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 582.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1189.24 FEET. AN ARC DISTANCE OF 414.43 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 82°58'44" EAST AND A CHORD DISTANCE OF 412.34 FEET. THE LAST DESCRIBED COURSE BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE SOUTH 19TH STREET CANAL. 535.86 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 635 FEET, AN ARC DISTANCE OF 15.00 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 88°48'06" WEST AND A CHORD DISTANCE OF 15.00 FEET; THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 395.42 FEET TO THE POINT OF BEGINNING. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE.

LESS AND EXCEPT:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET. SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE; 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET. THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTION CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHYWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805 94 FEET; THROUGH CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE. THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 540.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. THENCE, CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF 01°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NESRASKA AVENUE, A DISTANCE OF 57.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES, MORE OR LESS.

PARCEL 2:

A PART OF LAWNWOOD ADDITION SUBDIVISION. AS RECORDED IN PLAT BOOK 2, PAGE 16. PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 919.35 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN SOUTH 89°28'42" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE. SAID LINE BEING PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, A DISTANCE OF 396.67 FEET; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 663.12 FEET THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 20.05 FEET, THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL 180.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH, THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 389.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 95 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'59", AN ARC DISTANCE OF 32.22 FEET TO THE EAST LINE OF THE SOUTH 19TH STREET CANAL. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 01°25' EAST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 837.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCE (P.O.C) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 2163.02 FEET TO THE POINT OF BEGINNING (P.O.B.). THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL 334.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 155 FEET, THROUGH A CENTRAL ANGLE OF 12°07'54", AN ARC DISTANCE OF 32.82 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF SOUTH 83°24'42" EAST AND A CHORD DISTANCE OF 32.76 FEET. THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 317.37 FEET. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTH 01°25' WEST. PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 330.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE; THENCE RUN NORTH 89°28'42" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 350 FEET TO THE POINT OF BEGINNING.

SAID PARCELS (1-3) CONTAIN 15.66 ACRES, MORE OR LESS (15.52 NET ACRES).

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2905109 OR BOOK 2624 PAGE 765, Recorded 07/31/2006 at 02:24 PM

Prepared by and Return to:

Joel D. Kopelman, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 E. Broward Blvd., Suite 1500
Fort Lauderdale, FL 33301

FIRST AMENDMENT TO SHARED COST AGREEMENT

THIS FIRST AMENDMENT TO SHARED COST AGREEMENT ("First Amendment") is made as of the 29 day of March, 2006, by and between LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, whose address is 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (the "Association") and MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, ("Mayfair") whose address is 6400 Congress Avenue, Suite 2000, Boca Raton, Florida 33487.

WITNESSETH

WHEREAS, the Association and Mayfair entered into that certain Shared Cost Agreement dated October 26, 2005, and recorded in Official Records Book 2432, Page 2160 of the Public Records of Saint Lucie County, Florida (the "Agreement").

WHEREAS, the parties hereinto are desirous of amending the Agreement to correct the legal description attached thereto as Exhibit A.

NOW, THEREFORE, in consideration of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Exhibit "A" attached to the Agreement is hereby deleted and replaced with Exhibit "A" attached to this Amendment.

3. Except as amended by this by this Amendment, the Agreement shall remain in full force and effect.

[Signatures to follow on next page]

In witness whereof, the undersigned have executed this First Amendment as of the day and year above first written.

Signed, sealed and delivered
in the presence of:

Witnesses:

Signature
ELMER McGEE
Print Name

Sharon E. Oreod
Signature
Sharon E. Oreod
Print Name

LONGWOOD OF FT. PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit

By:
Name: SCOTT T. LENTZ
Title: Vice President
Date: 3/29/06

STATE OF FLORIDA)
) ss:
COUNTY OF MARION)

I HEREBY CERTIFY that on this 29th day of MARCH, 2006, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by SCOTT LENTZ as VICE PRESIDENT of LONGWOOD OF FT PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. He/She is (personally known to me ~~or has produced as identification.~~

Notary Public State of Florida
Kathryn Richter
My Commission DD448732
Expires 06/30/2009

Notary Public
KATHRYN RICHTER
Print name of Notary Public

My Commission expires:

FTL:1684364:1

Signed, sealed and delivered
in the presence of:

Signature
Judy Wieden
Print Name

Signature
Lilianne Perez
Print Name

MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership

By: OHC MANAGEMENT, INC.
a Florida corporation, its
general partner

By: Mark Levy as Pres.
Print Name: Mark Levy
Title: President
Date: 3/10/06

STATE OF FLORIDA)
) ss:
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this 10th day of March, 2006, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Mark Levy as President of OHC MANAGEMENT, INC, a Florida corporation, general partner of MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, on behalf of said partnership. He/She is personally known to me or has produced _____ as identification.

ELEANOR I. MERRIWEATHER
MY COMMISSION # DD317075
EXPIRES: May 06, 2008
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Notary Public
Eleanor I. Merriweather
Print name of Notary Public

My Commission expires:

Exhibit "A"

Parcel 1: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31 of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 839.34 feet to the point of beginning (P.O.B.); thence run North 01°25' East along the East line of the South 19th Street Canal Right-of-Way, 582.38 feet to the South Right-Of-Way line of Lawnwood Circle North; thence run Southeasterly along a curve concave to the Southwest having a radius of 1189.24 feet, an arc distance of 414.43 feet, said curve having a chord bearing of South 82°58'44" East, and a chord distance of 412.34 feet, the last described course being along the Southerly Right-Of-Way line of Lawnwood Circle North; thence run South 01°25' West parallel with the East Right-Of-Way line of the South 19th Street Canal, 535.88 feet to the Northerly Right-Of-Way line of Nebraska Avenue; thence run Westerly along a curve concave to the South having a radius of 635 feet, an arc distance of 15.00 feet to a point of tangency, said curve having a chord bearing of North 88°48'06" West and a chord distance of 15.00 feet; thence run North 89°28'42" West, parallel with the North Right-Of-Way line of Quincy Avenue, 395.42 feet to the point of beginning, the last two (2) described courses being along the Northerly Right-Of-Way line of Nebraska Avenue, less and except the following described real property:

PART OF LAWNWWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTIONED CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH A CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 30°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 540.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THOUGH A CENTRAL ANGLE OF 1°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

Parcel 2: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 919.35 feet to the point of beginning (P.O.B.); thence run South 89°28'42" East, along the Southerly Right-Of-Way line of Nebraska Avenue, said line being parallel with the North Right-Of-Way line of Quincy Avenue, a distance of 396.67 feet; thence run South 1°25' West, parallel with the East line of the South 19th Street Canal, 663.12 feet; thence run South 89°28'42" East, parallel with the North Right-Of-Way line of Quincy Avenue, 20.05 feet; thence run South 1°25' West, parallel with the East line of the South 19th Street Canal 180.00 feet to the North Right-Of-Way line of Lawnwood Circle South; thence run North 89°28'42" West, parallel with the North Right-Of-Way line of Quincy Avenue, 385.02 feet to a point of curvature of a curve to the Northeast having a radius of 95 feet; thence run Northwesterly along said curve through a central angle of 19°25'59, an arc distance of 32.22 feet to the east line of the South 19th Street Canal, the last two (2) described courses being along the North Right-Of-Way line of Lawnwood Circle South; thence run North 01°25' East, along the East line of the South 19th Street Canal, 837.71 feet to the point of beginning.

Parcel 3: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 2153.02 feet to the point of beginning (P.O.B.); thence run North 01°25' East along the East line of the South 19th Street Canal 334.00 Feet to the South Right-Of-Way line of Lawnwood Circle South; thence run Southeasterly along a curve concave to the Northeast having a radius of 155 feet, through a central angle of 12°07'54", an arc distance of 32.82 feet to a point of tangency, said curve having a chord bearing of South 83°24'45" East and a chord distance of 32.76 feet; thence run South 89°28'42" East, parallel with the North Right-Of-Way line of Quincy Avenue, 317.37 feet, the last two (2) described courses being along the Southerly Right-Of-Way line of Lawnwood Circle South; thence run South 01°25' West, parallel with the East line of the South 19th Street Canal, 330.54 feet to the North Right-Of-Way line of Quincy Avenue; thence run North 89°28'42" West, along the North Right-Of-Way line of Quincy Avenue, 350 feet to the point of beginning.

Prepared by: Return to:

Joel D. Kopelman, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 E. Broward Blvd., Suite 1500
Fort Lauderdale, FL 33301

EDWIN M. FRY, JR., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2758418 12/08/2005 at 11:13 AM
OR BOOK 2432 PAGE 2160 - 2169 Doc Type: AGR
RECORDING: $60.50
D DOC STAMP COLLECTION: $0.70

SHARED COST AGREEMENT

THIS SHARED COST AGREEMENT ("Agreement") is made of the 26th day of October, 2005, by and between LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, whose address is 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (the "Association") and MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, ("Mayfair").

WITNESSETH

WHEREAS, the Association has been created to administer property encumbered by the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Longwood Village Phases, I, II and 3-A as recorded in Official Records Book 1673, Page 2014 of the Public Records of St. Lucie County, Florida (the "Declaration");

WHEREAS, the property encumbered by the Declaration includes two (2) ponds (the "Ponds") used for storm water quality treatment, attenuation, water storage, flowage and such other purposes (the "Pond Purposes) required by and pursuant to South Florida Water Management District Standard General Environmental Resource Permit No. 56-00463-S for Villages of Longwood (AKA Longwood Village) permit amended or modified from time to time (the "Permit") issued by the South Florida Water Management District (the "District") and which Ponds, as part of the surface water management system, are also to be used for the aforesaid purposes for properties other than the property encumbered by the Declaration; and

WHEREAS, the real property described in Exhibit "A" attached hereto and made a part hereof (the " Mayfair Property") pursuant to permit(s) issued by the District is to have its storm water surface management system connect to drainage lines and facilities so that the Ponds will also service the Mayfair Property for the Pond Purposes; and

C

WHEREAS, the Association acknowledges that the surface water management system for the Mayfair Property (pursuant to a District permit issued or to be issued to the owner of the Mayfair Property) is to connect to the Association's surface water management system ("Association System") to discharge surface and storm water from the Mayfair Property into the Association System which includes, but is not limited to the Ponds to allow the Ponds to service the Mayfair Property for the Pond Purposes; and

WHEREAS, the Association and Mayfair are desirous of establishing the basis upon which the costs with respect to the maintenance and repair of the Ponds as shall be required by the District and the Permit issued by the District, are to be shared.

NOW, THEREFORE, in consideration of Ten ($10.00) Dollars and other good and valuable consideration each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct or are incorporated herein by reference.

2. Maintenance. Pursuant to the Permit issued by the District, the Ponds are the obligation of the Association to maintain for Pond Purposes. The Ponds shall be maintained in accordance with the Permit issued by the District for the benefit of the property administered by the Association, the Mayfair Property and any other property as required by the Permit issued by the District.

3. Grant. In furtherance of the purposes of this Agreement, Association hereby grants the owner of the Mayfair Property a perpetual non-exclusive easement to connect to the Association System and discharge surface water and storm water from the Mayfair Property through the Association System and drainage pipes and facilities that are a part thereof for the Pond Purposes and for such other purposes as shall be required by the Permit governing the Association System.

4. Common Costs. For the purposes of this Agreement, the term "Common Costs" shall mean the cost and expense incurred by or on behalf of the Association with respect to the maintenance of the Ponds as part of the Association System. The Association and the owner of the Mayfair Property shall each be responsible for one-half (½) of the Common Costs. The Association shall bill Mayfair for its share of the Common Costs. Mayfair shall be obligated to pay its share of the Common Costs on an annual basis, in advance. The initial budget for the Common Costs in the amount of Two Thousand Five Hundred ($2,500.00) Dollars is attached to this Agreement as Exhibit "B" ("Initial Budget") and the Initial Budget shall commence in the calendar year in which a declaration of condominium or declaration of covenants, restrictions and easements is recorded with respect to all or a portion of the Mayfair Property, and shall be prorated for a portion of a calendar year. No later than October 31st of each calendar year during the term of this Agreement after the first calendar year in which the owner of the Mayfair Property is obligated to pay its share of the Common Costs, the Association shall prepare

a budget for the Common Costs and submit same to the owner of the Mayfair Property. If the increase in the budget for Common Costs for the calendar year is not more than Two Hundred Fifty ($250.00) Dollars greater than the prior year's budget for Common Costs, then the approval of the budget by the owner of the Mayfair Property shall not be required; provided, however, notwithstanding that approval by the owner of the Mayfair Property is not required, Association shall with the applicable budget provide to the owner of the Mayfair Property copies of document(s) that support and evidence the basis for the increase in the Common Costs. In the event that the budget for Common Costs for the applicable calendar year is more than Two Hundred Fifty ($250.00) Dollars greater than the budget for Common Costs for the preceding calendar year, then such budget shall first be approved by the owner of the Mayfair Property; provided, however, that such approval shall not be unreasonably withheld. The owner of the Mayfair Property shall have a period of thirty (30) calendar days from the receipt of the applicable budget to approve or disapprove same, where such right of approval or disapproval is applicable. In this regard, in the event that the owner of the Mayfair Property has the right to approve or disapprove of the budget, and if such approval or disapproval is not provided to the Association within the aforesaid thirty (30) day period, the budget shall be deemed approved by the owner of the Mayfair Property. Within forty five (45) days after the end of each calendar year, Association shall provide to the owner of the Mayfair Property, written evidence of the actual expenditures for the maintenance of the Ponds, and reasonable back up information if requested by the owner of the Mayfair Property. If the actual expenditures for the Common Costs are less than the amount budgeted for the applicable calendar year, the overpayment by owner of the Mayfair Property shall be credited to the portion of the Common Costs due from the owner of the Mayfair Property for the following calendar year, or refunded to the owner of the Mayfair Property if the owner of the Mayfair Property has already funded its share of the Common Costs for the following calendar year.

5. Decisions. All decisions regarding the maintenance of the Ponds and the expenditure of monies for Common Costs shall be made by the Association; provided however, that the Ponds shall be maintained by the Association in accordance with requirements of the District. If the Association fails to maintain the ponds in accordance with the standards established by the District, the owner of the Mayfair Property shall have the right, but not the obligation, to perform such maintenance and seek payment from the Association for its share of the Common Costs resulting therefrom, in this respect, the owner of the Mayfair Property is hereby granted such easements as are reasonably necessary to accomplish such maintenance should the Association fail to perform the required maintenance with respect to the Ponds.

6. Failure to pay. If either party fails to pay its portion of the Common Costs, then the other party shall have the right, but not the obligation, to pay the share of the defaulting party, and shall be owed immediate reimbursement from the defaulting party, plus interest at the highest rate permitted by law, plus reasonable costs and attorney's fees incurred and collecting such sums.

7. Successor's and Assigns. This Agreement shall be binding on the successors and assigns of each party.

8. Covenants running with the land. The terms in this Agreement shall be deemed a covenant running with the Mayfair Property and the property encumbered by the Declaration. If the Mayfair Property is transferred to another owner, the obligation to pay its share of Common Costs shall become the obligation of the subsequent owner of the Mayfair Property, and the prior owner, shall be relieved of all responsibility for payment of Common Costs, except for any past due Common Costs as of the date of the conveyance of the Mayfair Property. Notwithstanding the foregoing, in the event that the Mayfair Property is subjected to a declaration of condominium or a declaration of covenants, restrictions and easements which is administered, by a condominium association or homeowner's association, as applicable, the payment of the share of Common Costs due from the owner of the Mayfair Property shall be the obligation of the condominium association or homeowner's association formed to govern and administer the Mayfair Property, and such condominium association or homeowner's association, as applicable, shall for the purposes of this Agreement be deemed the owner of the Mayfair Property.

9. Duration. This Agreement shall be effective and remain in effect as long as surface and storm water from the Mayfair Property is or is to be discharged into the Association System pursuant to the requirements of the Association's Permit or the applicable District permit issued or to be issued (pursuant to an application therefor) with respect to the Mayfair Property or is otherwise being discharged into the Association System.

10. Notices. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

To Association:

Longwood of Ft. Pierce Homeowner's Association, Inc.
Attention: President
1505 Nebraska Avenue
Fort Pierce, Florida 34950

To Mayfair

Mayfair at Lawnwood, LLLP
Attention: Mr. Mark Levy
6400 Congress Avenue
Suite 2000
Boca Raton, Florida 33487
Phone: (561) 999-1860
Fax: (561) 988-9490

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notice, requests or demands or other communications referred to in this Agreement may be sent by telecopier, federal express or other method of delivery, but shall be deemed to have been given only when received.

11. Law. This Agreement shall be governed by the laws of the State of Florida.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

13. Legal Proceedings. The parties further agree that in the event it becomes necessary for any party to litigate in order to enforce its respective rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to recover reasonably attorneys' and paralegal fees and the costs of such litigation, through and including all trial and appellate litigation. The venue for any litigation under this Agreement shall be in St. Lucie County, Florida.

14. Non-terminable Agreement. No breach of the provision of this Agreement shall entitle any party Owner of any other party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

15. Recording. This Agreement shall be recorded in the public records of St. Lucie County, Florida.

16. Construction. This Agreement is the product of negotiation between the parties hereto and the parties agree that this Agreement shall not be more harshly construed against either party.

17. Entire Agreement and Amendments. This Agreement, together with all exhibits attached hereto or referred to herein, contain all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. This Agreement may only be modified or amended upon the written consent of the Association and the owner of the Mayfair Property.

[Signatures to follow on next page]

In witness whereof, the undersigned have executed this Agreement as of the day and year above first written.

Signed, sealed and delivered
in the presence of:

Witnesses:

Sharon Orend
Signature
Sharon Orend
Print Name

Elmer McCue
Signature
Elmer McCue
Print Name

LONGWOOD OF FT. PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit

By: Scott Lentz
Name: Scott T. Lentz
Title: President
Date: _____

STATE OF FLORIDA)
) ss:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this 26th day of October, 2005, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by SCOTT T LENTZ as PRESIDENT of LONGWOOD OF FT PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.

Linda J. Gaskill
Notary Public
LINDA J. GASKILL
Print name of Notary Public

Linda J Gaskill
My Commission DD262774
Expires May 06, 2007

My Commission expires:

FTL:1630922:6

Signed, sealed and delivered
in the presence of:

Signature
Eleanor J. Merriweather
Print Name

Signature
REGINA PARELLA
Print Name

MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership

By: OHC MANAGEMENT, INC.
a Florida corporation, its
general partner

By: Mark Levy
Name: Mark Levy
Title: President
Date: 10/21/05

STATE OF FLORIDA)
) ss:
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this 21st day of October, 2005, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Mark Levy as President of OHC MANAGEMENT, INC, a Florida corporation, general partner of MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, on behalf of said partnership. He/She is personally known to me or has produced _____ as identification.

Notary Public
Eleanor J. Merriweather
Print name of Notary Public

My Commission expires:

ELEANOR J. MERRIWEATHER
MY COMMISSION # DD117075
EXPIRES: May 06, 2007
FL Notary Discount Assoc. Co.

FTL:1530922:6

Exhibit "A"

Parcel 1: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31 of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 839.34 feet to the point of beginning (P.O.B.); thence run North 01°25' East along the East line of the South 19th Street Canal Right-of-Way, 582.38 feet to the South Right-Of-Way line of Lawnwood Circle North; thence run Southeasterly along a curve concave to the Southwest having a radius of 1189.24 feet, an arc distance of 414.43 feet, said curve having a chord bearing of South 82°58'44" East, and a chord distance of 412.34 feet, the last described course being along the Southerly Right-Of-Way line of Lawnwood Circle North; thence run South 01°25' West parallel with the East Right-Of-Way line of the South 19th Street Canal, 535.88 feet to the Northerly Right-Of-Way line of Nebraska Avenue; thence run Westerly along a curve concave to the South having a radius of 635 feet, an arc distance of 15.00 feet to a point of tangency, said curve having a chord bearing of North 88°48'06" West and a chord distance of 15.00 feet; thence run North 89°28'42" West, parallel with the North Right-Of-Way line of Quincy Avenue, 395.42 feet to the point of beginning, the last two (2) described courses being along the Northerly Right-Of-Way line of Nebraska Avenue, less and except the following described real property:

PART OF LAWNWWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTIONED CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH A CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH 39°18'41" WEST, 188.39 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 48°06'33", HAVING AN ARC LENGTH OF 533.19 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THOUGH A CENTRAL ANGLE OF 2°03'27", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 189.44 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 158.54 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

Parcel 2: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 919.35 feet to the point of beginning (P.O.B.); thence run South 89°28'42" East, along the Southerly Right-Of-Way line of Nebraska Avenue, said line being parallel with the North Right-Of-Way line of Quincy Avenue, a distance of 396.67 feet; thence run South 1°25' West, parallel with the East line of the South 19th Street Canal, 663.12 feet; thence run South 89°28'42" East, parallel with the North Right-Of-Way line of Quincy Avenue, 20.05 feet; thence run South 1°25' West, parallel with the East line of the South 19th Street Canal 180.00 feet to the North Right-Of-Way line of Lawnwood Circle South; thence run North 89°28'42" West, parallel with the North Right-Of-Way line of Quincy Avenue, 385.02 feet to a point of curvature of a curve to the Northeast having a radius of 95 feet; thence run Northwesterly along said curve through a central angle of 19°25'59, an arc distance of 32.22 feet to the east line of the South 19th Street Canal, the last two (2) described courses being along the North Right-Of-Way line of Lawnwood Circle South; thence run North 01°25' East, along the East line of the South 19th Street Canal, 837.71 feet to the point of beginning.

Parcel 3: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 2153.02 feet to the point of beginning (P.O.B.); thence run North 01°25' East along the East line of the South 19th Street Canal 334.00 Feet to the South Right-Of-Way line of Lawnwood Circle South; thence run Southeasterly along a curve concave to the Northeast having a radius of 155 feet, through a central angle of 12°07'54", an arc distance of 32.82 feet to a point of tangency, said curve having a chord bearing of South 83°24'45" East and a chord distance of 32.76 feet; thence run South 89°28'42" East, parallel with the North Right-Of-Way line of Quincy Avenue, 317.37 feet, the last two (2) described courses being along the Southerly Right-Of-Way line of Lawnwood Circle South; thence run South 01°25' West, parallel with the East line of the South 19th Street Canal, 330.54 feet to the North Right-Of-Way line of Quincy Avenue; thence run North 89°28'42" West, along the North Right-Of-Way line of Quincy Avenue, 350 feet to the point of beginning.

ESCOBAR LAWN MAINTENANCE
2705 Rhode Island Ave.
Fort Pierce, FL 34947
(772) 464-5509
(772) 201-1625

October 31, 2005

Villages of Longwood
Longwood of Fort Pierce Homeowner's Association Inc.
1505 Nebraska Ave.
Fort Pierce, FL 34950

In addition to the current contract, which is currently in place regarding the lawn maintenance of the Villages of Longwood, I, Willie Escobar, will maintain the mowing, trimming, cleanout, algae control or other additional needs as required around the retention pond(s) on the common ground area(s) for an annual cost of $2500.00.

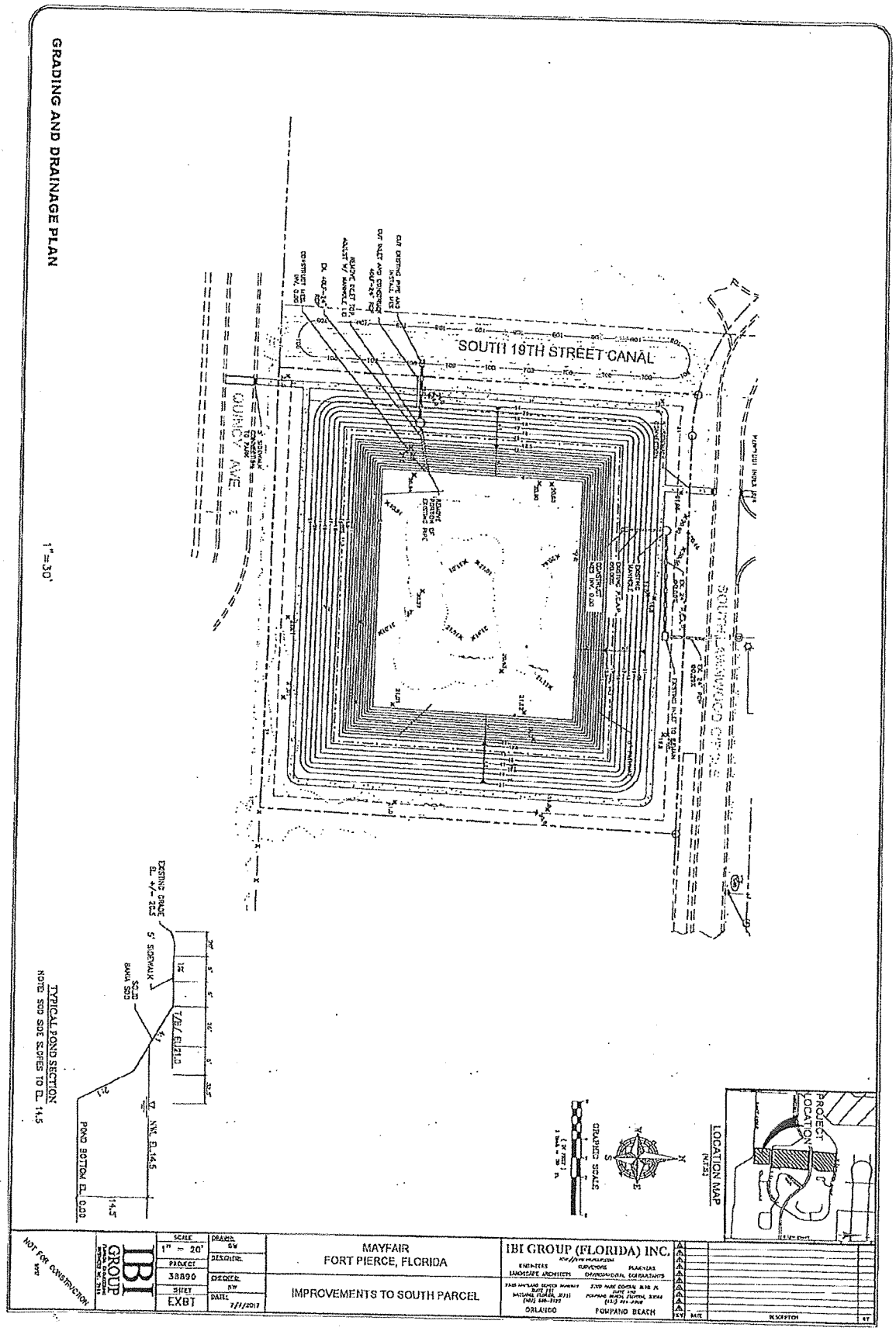
The Board of Directors of the Village of Longwood will determine as to when the retention ponds may need additional maintenance.

Willie Escobar — 11-3-05
Willie Escobar — Date

Exhibit "B"

EXHIBIT D

In accordance with the provisions of the Agreement, Improvements shall consist of clearing and grubbing of the site, excavation of the proposed pond as shown on the Plans, sodding the banks with Bahia Sod, seeding and mulching the remainder of the property, and connection of the existing drainage to the new lake as depicted on the attached.


GRADING AND DRAINAGE PLAN
1" = 30'
SOUTH 19TH STREET CANAL
QUINCY AVE.
TYPICAL POND SECTION
NOTE: SOD SIDE SLOPES TO EL 14.5
EXISTING GRADE EL +/- 22.5
5' SIDEWALK
SOD
BANK
7.8/7.6 EL 21.5
POND BOTTOM EL 9.00
NWL EL 14.5
14.5
GRAPHIC SCALE
LOCATION MAP
PROJECT LOCATION
NOT FOR CONSTRUCTION
IBI GROUP
SCALE 1" = 20'
PROJECT 38890
SHEET EXBT
DRAWN GW
DESIGNED
CHECKED GW
DATE 7/11/2017
MAYFAIR
FORT PIERCE, FLORIDA
IMPROVEMENTS TO SOUTH PARCEL
IBI GROUP (FLORIDA) INC.
ENGINEERS LANDSCAPE ARCHITECTS SURVEYORS ENVIRONMENTAL SCIENTISTS PLANNERS
ORLANDO
POMPANO BEACH
DESCRIPTION

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Mayfair at Lawnwood

NOTICES PROVIDED PURSUANT TO: 166.041 (3)(a) F.S.S., and Sec. 22-143 of the Code of Ordinances

NOTICE BY NEWSPAPER: Sunday, August 19th

NOTICE BY MAIL: mailed 8/20/19

NOTICE BY SIGNS: 8/22/18

VERIFIED BY: Rebecca Grohall **TITLE:** Planning Director

SIGNATURE: Rgrohall **DATE:** 8/22/2018

City Commission Regular Meeting **12.b.**

Meeting Date: 09/04/2018

Re: Conditional Use - AWP Inc. - 3101 Okeechobee Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with no new construction submitted by property owners, Leobardo Mata and Rosa Barajas, and applicant AWP Inc., to establish a contractor office that performs services off-site at 3101 Okeechobee Road, Fort Pierce, FL.The property is zoned General Commercial Zone (C-3), Parcel ID: 2417-806-0023-000-7.

SUMMARY:

- The applicant, AWP Inc. (Area Wide Protective) provides traffic management services and equipment to clients.
- The subject site at 3101 Okeechobee Road would provide a new office location within the City of Fort Pierce. The property is zoned C-3, General Commercial Zone with a future land use of General Commercial.
- The proposed floor plan, for the present 950 sq. ft. work-center facility will consist of two (2) offices, two (2) restrooms, and a Lobby/Reception Office.
- The subject site can currently be accessed from four (4) development entrances; three (3) located on Okeechobee Road and one (1) located on South 31st Street. St. Lucie County Engineering has advised the applicant to remove the two (2) easternmost driveways along Okeechobee Road. The primary access from Okeechobee Road should be from the westernmost existing driveway.
- Daily operations for the proposed Fort Pierce location would begin in the morning with the deployment of crews to customers work sites. The hours of operation would be 7am to 5pm daily. Their crews typically use small to medium-size duty pickup trucks and a variety of small to medium size traffic control equipment. AWP's operations do not generate noise, fumes, or dust.

RECOMMENDATION:

The requested Conditional Use with No New Construction is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends that City Commission ***approve*** the request with the following conditions:

1) Comply with City Code Section 22-60. Off-street Parking and Loading (c) Design Standards, d) Commercial Uses & (j) Lighting. **Please provide the lighting plan with a minimum average of two (2) foot-candles.**

2) Per City Code Sec. 22-60. Required off-street parking spaces for the handicapped shall be located near the front entrance of the main building for the use or if the use has no buildings, as close as practical to the center of the area where the principal activity associated with the use takes place.

3) Per City Code Section 22-187. – General Landscaping Requirements; Please provide a general landscaping plan demonstrating compliance with the City's landscaping requirements.

4) Please consult with the St. Lucie County Engineering Department concerning the three (3) driveway access points along Okeechobee Road. SLC Engineering is requesting that you remove the two easternmost driveways along Okeechobee Road.

5) The Planning Board has requested as a condition that storage of equipment be placed in the western portion of the subject property.

ALTERNATIVES:

- Approval with alternative conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Application
Narrative
Aerial Map
Zoning Map
Floor Plan
Picture of an existing AWP Facility
TRC Comments
Public Notification Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/29/2018 12:03 PM

Form Started By: Vennis Gilmore
Started On: 08/22/2018 05:14 PM
Final Approval Date: 08/29/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Vennis Gilmore, Planning Analyst

RE: **Application for Conditional Use with No New Construction**
AWP Inc.
3101 Okeechobee Road

DATE: August 22, 2018

STAFF REPORT

Owner(s): Leobardo Mata and Rosa Barajas
1005 S. 8th Street
Fort Pierce, FL. 34950

Applicant: AWP Inc.
4244 Mt. Pleasant St., NW
North Canton, OH. 44720

Applicant's Request: Approval of a Conditional Use with No New Construction for the operation of a Contractor who performs services off-site.

Location: 3101 Okeechobee Road

Parcel ID: 2417-806-0023-000-7

Current Zoning: C-3, General Commercial Zone

Future Land Use: GC, General Commercial

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3

Site Size: 0.58 acres

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use with No New Construction to allow for the operation of a Contractor who performs services off-site. The applicant, AWP Inc. (Area Wide Protective) provides traffic management services and equipment to clients. The subject site at 3101 Okeechobee Road would provide a new office location within the City of Fort Pierce. The property is zoned C-3, General Commercial Zone with a future land use of General Commercial.

The property is located at the southwest corner of Okeechobee Road and South 31st Street. The subject property is surrounded by commercial businesses to the north, east, west, and vacant property to the south. The site currently has existing parking spaces; that will need to be re-striped. Per City Code Section 22-60 Off-Street Parking and Loading; Contract construction service establishments are required one (1) parking space for each 300 square feet of gross floor area. The gross floor area of the existing building on site is 950 sq. ft. Therefore, this establishment would only be required to re-stripe a minimum of three (3) parking spaces.

The proposed floor plan, for the present 950 sq. ft. work-center facility will consist of two (2) offices, two (2) restrooms, and a Lobby/Reception Office. The subject site can currently be accessed from four (4) development entrances; three (3) located on Okeechobee Road and one (1) located on South 31st Street. St. Lucie County Engineering has advised the applicant to remove the two (2) easternmost driveways along Okeechobee Road. The primary access from Okeechobee Road should be from the westernmost existing driveway.

AWP Inc. provides temporary traffic control to many of the largest public utilities, construction and engineering companies in over 20 states and part of Canada. AWP regularly deploys over 3,000 protectors per day. AWP also engages in the sale and rental of traffic control equipment (i.e. - arrows and cones) to businesses and governmental entities. AWP has over sixty facilities that consist of office space, safety training rooms, and storage space. Daily operations for the proposed Fort Pierce location would begin in the morning with the deployment of crews to customers work sites. The hours of operation would be 7am to 5pm daily. Their crews typically use small to medium-size duty pickup trucks and a variety of small to medium size traffic control equipment. AWP's operations do not generate noise, fumes, or dust.

Zoning & Land Use

The subject site is located within the General Commercial Zone (C-3) district which is designed to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities.

The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include

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

Conditional Use

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features commercial aspects that are generally appropriate for commercial environments.

The authorization of a Conditional Use with No New Construction for a Contract construction service establishment at 3101 Okeechobee Road will provide an opportunity for consistency with current surrounding property uses as the use does not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare of the surrounding residential neighborhood. The Planning Board is encouraged to consider City Code Section 22-22. – Allowed Uses. City Code Section 22-22 *Allowed Uses subsections (c) and (e)* states that the use of *Contractors/Others Performing Services Off-Site* may be permitted as a conditional use if approved in a public hearing by the city commission.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with No New Construction with regards requirements of the City Code. Findings from the review by corresponding departments and any associated responses by the applicant are provided for viewing by the City Commission.

Property Owner Response Summary:

A total of 22 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation:

The Planning Board, at their May 8th, 2018 meeting, voted unanimously to recommend **approval** of the request.

Staff Recommendation

The requested Conditional Use with No New Construction is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends that City Commission ***approve*** the request with the following conditions:

1) Comply with City Code Section 22-60. Off-street Parking and Loading (c) Design Standards, d) Commercial Uses & (j) Lighting. **Please provide the lighting plan with a minimum average of two (2) foot-candles.**

2) Per City Code Sec. 22-60. Required off-street parking spaces for the handicapped shall be located near the front entrance of the main building for the use or if the use has no buildings, as close as practical to the center of the area where the principal activity associated with the use takes place.

3) Per City Code Section 22-187. – General Landscaping Requirements; Please provide a general landscaping plan demonstrating compliance with the City's landscaping requirements.

4) Please consult with the St. Lucie County Engineering Department concerning the three (3) driveway access points along Okeechobee Road. SLC Engineering is requesting that you remove the two easternmost driveways along Okeechobee Road.

5) The Planning Board has requested as a condition that storage of equipment be placed in the western portion of the subject property.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 3101 Okeechobee Road Fort Pierce, Florida 34947

Parcel ID #(s) 2417-806-0023-000-7

Project description AWP Inc, Area Wide Protective providing traffic management services & equipment to clients, this to be new office location listed above.

Rosa Barajas and Leobardo Mata	AWP Inc. / Mr Anthony J. Amato, Esq. Attorney
Property Owner(s)	**Applicant/Representative, Title, Company**
1005 S 8th St 3101 Okeechobee	4244 Mt. Pleasant St., NW
Street Address	Street Address
Fort Pierce FL 34950	North Canton OH 44720
City State Zip	City State Zip
Rosa 772-359-5690 | Leo 772-971-1555	Direct: 216-401-7763 | 800-343-2650
Phone Number	Phone Number
rosabmata@bellsouth.net or impactocalentano@bellsouth.net	aamato@awptraffic.com
Email Address	Email Address

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

Rosa Barajas Leo Mata

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 29 day of June, 2018, by Rosa Barajas and Leobardo Mata who is personally known to me or has produced Florida Driver License as identification.

Signature of Notary (seal)

DORY AGUERO
Commission # GG 158731
Expires November 8, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

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
			N/A	Contributing Individual Non-Contributing None

Pre-Application Meeting Date N/A

Intake Planner RG

Planner Assigned VC

Approved By _____ Date _____

Comments _____

Fees 100.00 Control # _____ B. Permit # _____

RECEIVED
JUN 29 2018
CITY OF FORT PIERCE
PLANNING & ZONING

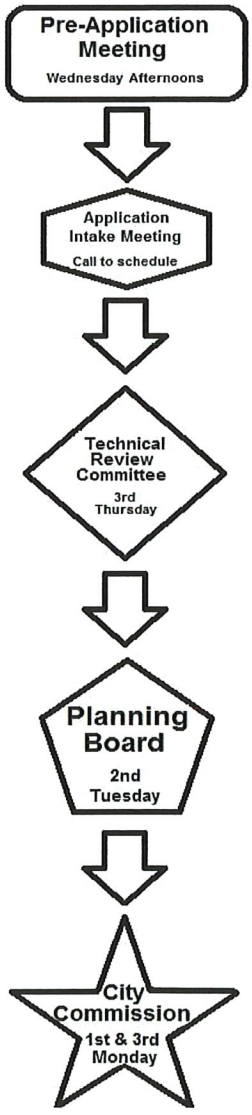
Intake Date Stamp

❑ 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 Outlook



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 960 Parking Spaces: 25+

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

North	South	East	West
Business Car Wash	Vacant Land C-3	Business Funeral Home	Industrial

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.

AWP
AREA WIDE PROTECTIVE

June 28, 2018

City of Fort Pierce Florida
Office of The City Clerk
100 N. US HWY 1
Fort Pierce, Florida 34950

Re: AWP, Inc.
Proposed new operations office: 3101 Okeechobee Road, Ft. Pierce, FL

Dear Sir/Madam,

AWP, Inc. is the Nations leader in providing temporary traffic control to many of the largest public utilities, construction and engineering companies in over 20 States and parts of Canada. AWP regularly deploys over 3000 protectors per day to protect our customers people, business and time.

AWP also engages in the sale and rental of traffic control equipment to businesses and governmental entities.

AWP's over sixty facilities consist of office space, safety training rooms, and storage space. Our facilities and outdoor space are maintained in a neat and orderly condition.

Our daily operations begin in the morning with the deployment of crews to our customers work sites. Our crews typically use a medium duty pickup truck and a variety of small to medium size traffic control equipment. Our operations do not generate noise, fumes or dust.

Please contact me if you have any comments or questions.

Very truly yours,

Anthony J. Amato, Esq.
aamato@awptraffic.com

AJA

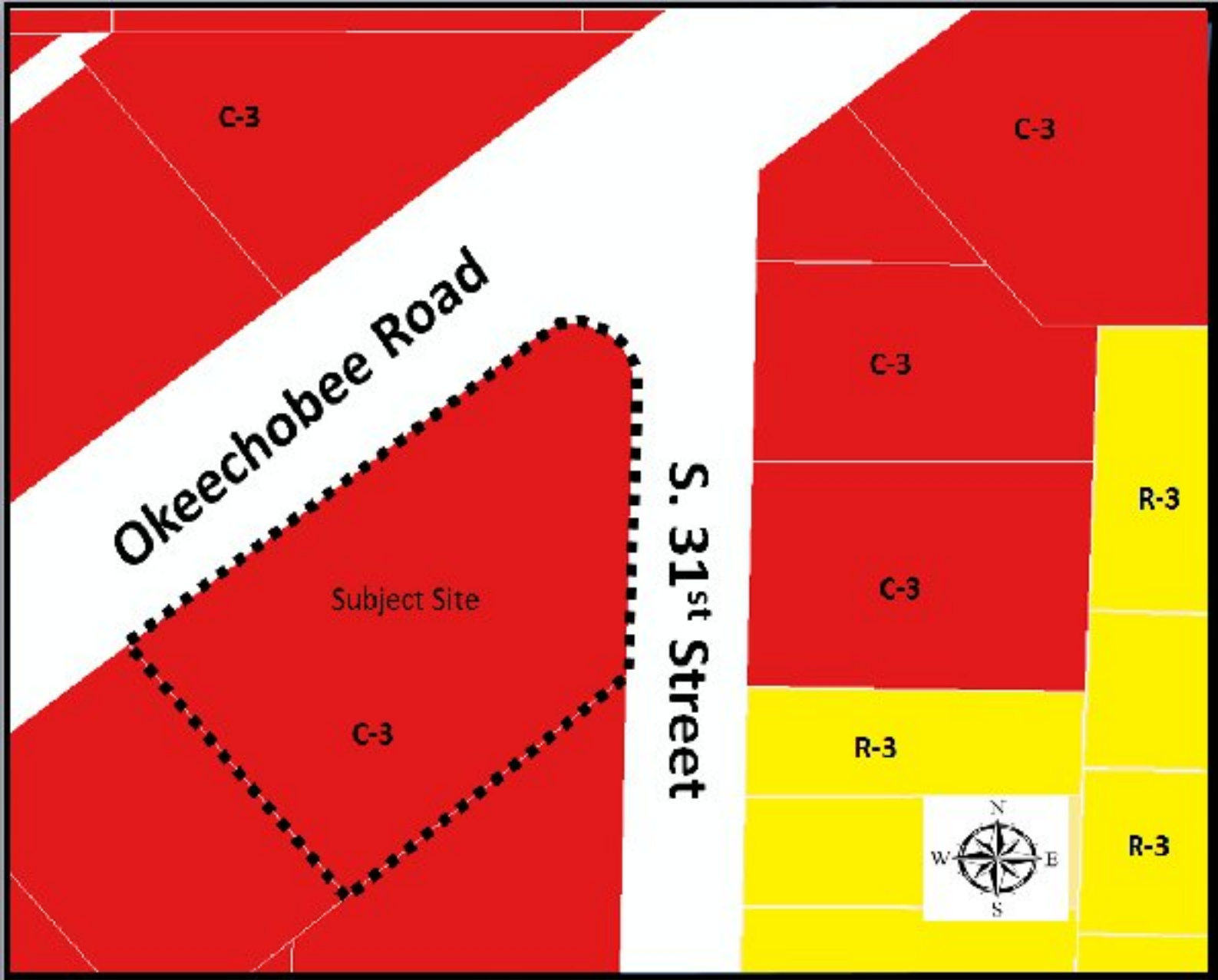
Anthony J. Amato, Esq.
Direct: 216-401-7763
4244 MT. PLEASANT ST. NW | NORTH CANTON, OH 44720
p 1-800-343-2650 | f 330-677-7405 | e info@awptraffic.com
AWPTRAFFICSAFETY.COM

AWP, Inc.

Site Aerial

3101 Okeechobee Road

THE SUNRISE CITY
FORT PIERCE
Florida



N
W E
S

AWP, Inc.

Conditional Use w/ No New Construction

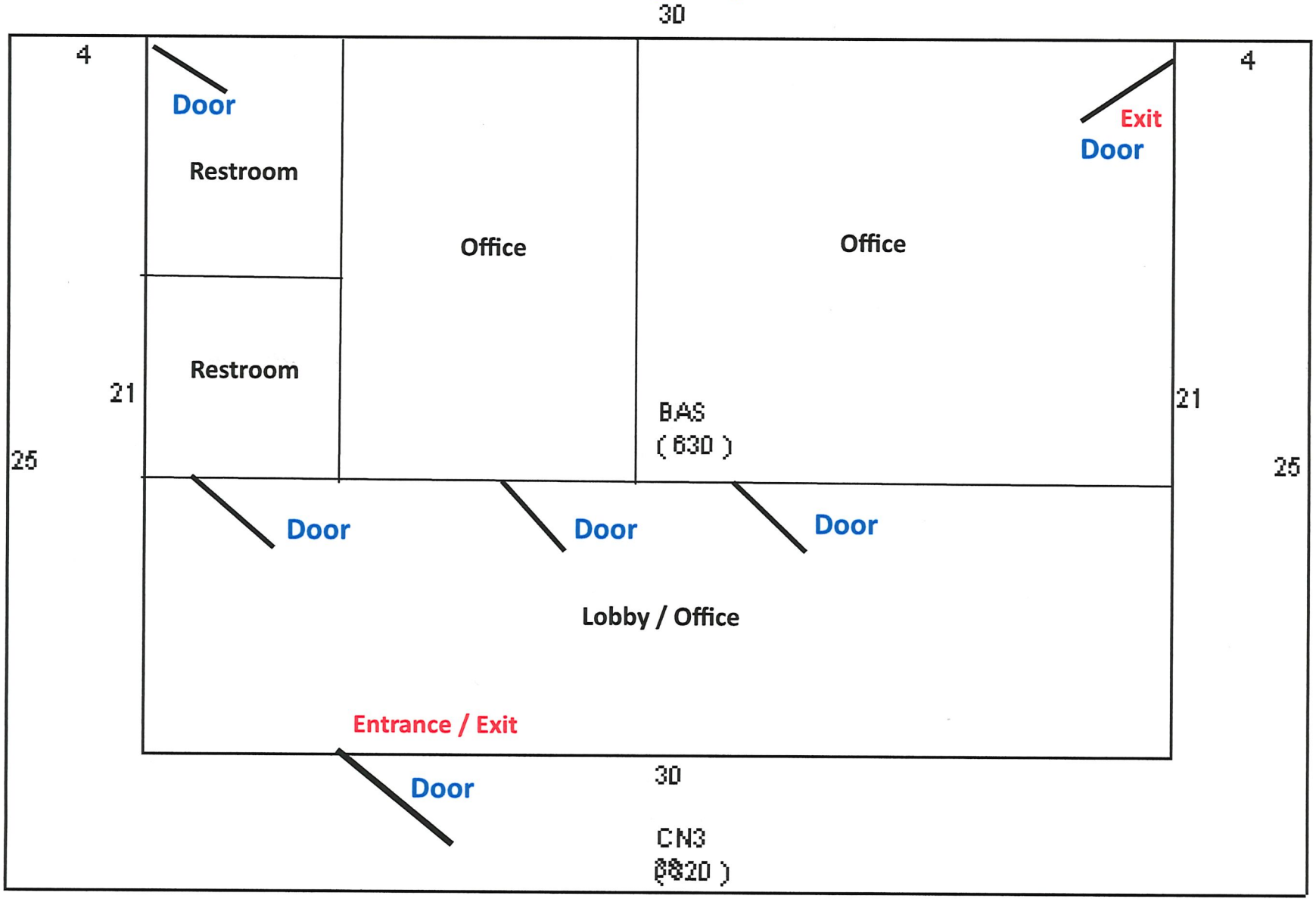
3101 Okeechobee Road

THE SUNRISE CITY FORT PIERCE Florida

C-3 = **R-3** =

Zoning Map

Building Layout



3101 Okeechobee Road Fort Pierce, FL 34947

Parcel ID: 2417-806-0023-000-7

Total Areas Finished/Under Air (SF): 630 Gross Area | (SF): 950 | Land Size (acres): 0.58 | Land Size (SF): 25,477

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: July 19, 2018
Property Address: 3101 Okeechobee Road
Property Name:
Project Name: AWP, Inc.
Planner:

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature_____ Date:_____

Good morning Alicia,

Please see below FPUA's comment for the above referenced subject:

Water/Wastewater Engineering :
Approved. This location already has sewer and water services. There is no evidence shown/given in proposed changes that would impact existing water and sewer services. New occupant (AWP Inc) would have to get with customer service to setup account if not yet done.

Electric & Gas Engineering:
No comment.

Thanks,
Lugey Dawson
Engineering Coordinator
Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 S. 37th Street
Fort Pierce, FL 34947
Telephone: (772) 466-1600, Ext. 3428
Fax: (772) 468-2414
ldawson@fpua.com

July 18, 2018

Project: **3101 Okeechobee Road**
Subject: **Conditional Use**
To: Vennis Gilmore
From: Grant Chambers
SLC-Engineering Division

1. There are currently 3 driveways on Okeechobee Road for this site. The 2 easternmost driveways shall be closed. The primary access from Okeechobee Road should be from the westernmost existing driveway.
2. 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. Joanne Mitchell at 772-462-2824 for more information.

July 9th, 2018

Project: **AWP INC.**
Subject: **SURVEY REVIEW**
To: Vennis Gilmore
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

1) I have no comments

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

AWP Inc., Mr. Anthony J. Amato, Esq.
4244 Mt. Pleasant St., NW
North Canton, OH. 44720

Re: Conditional Use – AWP Inc. – 3101 Okeechobee Road.

Dear AWP Inc.,

The following are comments from the Planning Department's review of the application for the Conditional Use Application (Please Provide a Written Response to all responsible Departments):

1) Per City Code Section 22-58. – Site Plan review; Please provide an As-built Survey.

2) Per City Code Section 22-187. – General Landscaping Requirements.; Please provide general landscaping plan.

3) Per City Code Section 22-60. – Off-Street Parking and Loading; Please provide a parking plan and Please provide a lighting plan which shows illumination of all interior and immediately adjoining streets.

4) Please consult with the St. Lucie County Engineering Department about your ingress and egress. Currently there are three (3) driveway access points. SLC Engineering is requesting that you utilize the driveways with the most distance from the intersection of S. 31st Street and Okeechobee Road.

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - AWP Inc. - 3101 Okeechobee Road

NOTICES PROVIDED PURSUANT TO: City Code Section 22-143. Public Hearings A,B,C, & D

NOTICE BY NEWSPAPER: August 20th, 2018

NOTICE BY MAIL: August 21st, 2018

NOTICE BY SIGNS: Planning Board - August 9th, 2018; City Commission - August 23rd, 2018

VERIFIED BY: Vennis Gilmore **TITLE:** Planning Analyst

SIGNATURE: **DATE:** August 22nd, 2018

City Commission Regular Meeting **12.c.**

Meeting Date: 09/04/2018

Re: 427 N 14th Street - Building #2

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

---

SUBJECT:

Resolution No. 18-R40 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 427 N 14th Street - Left Front Unit AKA Building #2 to show cause why the structure located on the premises should not be condemned and demolished.

SUMMARY:

1. Original condemnation was initiated in 2008 by then Building Official Marc Meyers. No action was taken by the owners in response to this condemnation.
2. In January, 2018, a new Property Maintenance Inspection Report was completed by Building Department Investigator, Shaun Coss, who stated the building is unsafe and recommends the property be demolished.
3. On March 26, 2018 staff was contacted by the owner who stated that he intended to make the necessary repairs. An extension of time was granted.
4. On May 1, 2018 the owner stated that permits would be submitted that week and an additional extension was granted.
5. To date, no action has been taken by the owner to rehabiliate the property.

RECOMMENDATION:

Staff recommends the City Commission approve Resolution No. 18-R40 declaring that the structure located at 427 N 14th Street - Left Front Unit AKA Building #2 be condemned and demolished in accordance with the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

ALTERNATIVES:

Amend Resolution No. 18-R40
Deny Resolution No. 18-R40

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Shaun Coss, Building Department Coordinator
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

The cost of demolition, if required to be conducted by the City, is _____ and it will be funded by the Clean & Safe Initiative and shall become a lien against the property.

Attachments

Condemnation Report
2015 Affidavit of Unsafe Building
2018 Affidavit of Unsafe Building
Condemnation Posting and Affidavit
January 2018 Photos
August 2018 Photos
Certified Mail Documents
Property Status Statement
Resolution 18-R40

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	08/14/2018 02:21 PM
City Manager	Peggy Arraiz	08/20/2018 02:43 PM
City Manager	Nick Mimms	08/29/2018 12:08 PM

Form Started By: Peggy Arraiz Started On: 08/14/2018 01:49 PM
Final Approval Date: 08/29/2018

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Florida

Property Maintenance Inspection Report

Property Address	427 N 14th St Front (Building 2)	Parcel ID #	2409-503-0048-000-3		
House Color	Grey	# of Units	1	Historic?	Non-contributing
Type of Structure	Single Family Residence	Building Occupied	No	Time to Comply	30 Days

Action to be take - Select all that apply

- ○ Unsafe Building - Rehab
- ◉ Unsafe Building - Demo
- ○ Nuisance Abatement - Board up

Inspector	Shaun Coss	Date	1-24-18	Property Posted?	No

Comments: 5-1.105.4.1.2 Expired Permit 14-238

- ○ Active Code Cases ○ NONE
- ○ Active Building Permit ○ NONE
- ○ Lis Pendens check
- ○ Rehab letter sent
- ○ Demo letter sent
- ○ Nuisance letter sent
- ○ Title search done
- ○ Affidavit recorded

Contact Information [Add new contact]

Contact Info

Comments

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[X] Unsafe structures

[X] 108.1.1 - Unsafe structure

- [ ] Lacks adequate protection from fire
- [X] Contains unsafe equipment
- [X] All or part of building is likely to collapse

[X] 108.1.2 - Unsafe equipment

- [ ] Unsafe boiler / heating equipment
- [X] Unsafe electrical wiring / device
- [ ] Unsafe elevator / moving stairway
- [ ] Flammable liquid containers within structure
- [ ] Other unsafe equipment

[X] 108.1.3 - Structure unfit for human occupancy

- [X] Unsafe or unlawful
- [ ] Unsanitary / contains filth / contamination
- [X] vermin or rat infested
- [X] lacks illumination
- [ ] Location of structure constitutes a hazard
- [ ] lacks ventilation
- [X] lacks heat
- [X] lacks maintenance
- [X] lacks sanitary facilities

[ ] 108.1.4 - Unlawful structure

- [ ] Occupied by more persons than permitted
- [ ] Erected, altered or occupied contrary to law

[X] 108.1.5 - Dangerous structure or premises

- [ ] (1) Any door, aisle, passageway, stairway, or exit that does not comply to requirements for exiting the building
- [ ] (2) The walking surface of means of egress is so warped, worn, loose, torn or otherwise unsafe to provide means of egress.
- [X] (3) Any portion of a structure damaged by fire, wind, flood, earthquake, deterioration, neglect, abandonment, vandalism or any other cause that it is likely to partially or completely collapse, or to become detached or dislodged.
- [ ] (4) Any portion of a building, appurtenance or ornamentations that is not of sufficient strength or stability, or is not so anchored or attached to be capable of resisting natural or artificial loads of one and one-half the original designed value.
- [X] (5) The structure or part of structure because of dilapidation, deterioration, decay, faulty construction, the removal or movement of ground necessary for support or any other reason is likely to collapse or under pining is likely to fail or give way.
- [X] (6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- [X] (7) The structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance.
- [X] (8) Any structure that exists or has been maintained in violation of any specific requirement or prohibition to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- [X] (9) Any structure intended to be used for dwelling purposes, due to inadequate maintenance, dilapidation ,decay ,damage, faulty construction, inadequate light, ventilation, mechanical or plumbing system is determined to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.
- [X] (10) Any structure, due to lack of sufficient fire resistance rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause is determined to be a threat to life or health.
- [ ] (11) Any portion of a building remains on a site after the demolition of the structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Comments

[ ] Section 302 - Exterior property areas

[ ] Section 303 - Swimming Pools, Spas and Hot Tubs

[X] Section 304 - Exterior Structure

[X] 304.1 - General - The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.

[X] 304.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.

- [ ] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐	2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
☐	3. Structures or components thereof that have reached their limit state.
☐	4. Siding and masonry joints are not maintained, weather resistant or water tight.
☒	5. Structural members that have evidence of deterioration or cannot safety support all nominal loads and load effects.
☒	6. Foundation systems that are not firmly supported by footings, are not plumb without cracks and breaks and are not properly anchored or cannot support all nominal loads and resisting all load effects.
☒	7. Exterior walls that are not anchored to supporting elements or are not plumb or free from holes, cracks, breaks or loose or rotting materials, are not properly anchored and not able of supporting all nominal loads and resisting load effects.
☒	8. Roofing that have defects that admit rain, roof surfaces with inadequate drainage, or any portion that is not in good repair with signs of deterioration, fatigue or without property anchorage and incapable of supporting all nominal loads.
☒	9. Flooring with defects that affect serviceability or that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
☐	10. Veneer, cornices, belt courses, corbels, trim , wall facings not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting load effects.
☐	11. Overhang extensions or projections including trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or anchored with connections unable to support all nominal loads.
☐	12. Exterior stairs, decks, porches, balconies and all attachments such as guards and handrails are not structurally sound, not properly anchored or anchored with connections unable to support all nominal loads and resisting all load effects.
☐	13. Chimneys, cooling towers, smokestacks not properly anchored or that are anchored with connections unable to support all nominal loads and resisting all load effects.
☒	304.2 - Protective Treatment - Exterior surfaces, including doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior surfaces shall be protected from elements and decay by painting or other protective treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion.
☒	304.3 - Address identification - Buildings shall be provided with approved address identification that are legible and placed to be visible from the street fronting the property. They must contrast with their background, be numerical and a minimum of 4" tall.
☒	304.4 - Structural members - Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
☐	304.5 - Foundation walls - Foundation walls shall be maintained plumb and free from cracks and breaks and shall be kept n such condition so as to prevent the entry of rodents and other pests.
☒	304.6 - Exterior walls - Exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
☒	304.7 - Roofs and drainage - The roof and flashing shall be sound, tight and not have defects that admit rain. Drainage must prevent dampness or deterioration in the walls or interior portion of the structure. Drains, gutters and downspouts must be in good repair and free from obstruction. Roof water shall not be discharged in a manner that creates a public nuisance.
☐	304.8 - Decorative features - Cornices, belt courses, corbels, terra cotta trim, wall facing and similar decorative features shall be in good repair with proper anchorage and in safe condition.
☐	304.9 - Overhang extensions - Overhang extensions including canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be in good repair and properly anchored and kept in sound condition. All exposed surfaces of metal or wood shall be protected from the elements with weather coating material such as paint or similar surface treatment.
☐	304.10 - Stairways, decks, porches and balconies - Every exterior stairway, deck, porch and balcony shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
☐	304.11 - Chimneys and towers - Chimneys, cooling towers, smoke stacks, shall be structurally safe and sound and in good repair. Exposed surfaces shall be protected by paint or similar surface treatment.
☐	304.12 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

- [ ] 304.13 - Window, skylight and door frames - Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
  - [x] 304.13.1 - Glazing - Glazing materials shall be maintained free from cracks or holes.
  - [ ] 304.13.2 - Openable windows - Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
- [ ] 304.14 - Insect screens - Every door, window and other outside opening required for ventilation or food preparation areas shall have tightly fitting screens of minimum 16 mesh per inch and every screen door must have self closing device is good working condition.
- [ ] 304.15 - Doors - Exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.
- [ ] 304.18 - Building security - Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
  - [ ] 304.18.1 - Doors - Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall have a dead bolt designed to open from the inside without a key.
  - [ ] 304.18.2 - Windows - Operable windows located within 6 ft. above the ground that provides access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.
- [ ] 304.19 - Gates - Exterior gates, gate assemblies, operator systems and hardware shall be maintained in good condition.

Comments

- [x] Section 305 - Interior Structure
- [x] 305.1 - General - The interior of a structure and equipment shall be maintained in good repair, structurally sound and in a sanitary condition.
  - [x] 305.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBD as required for existing buildings.
    - [ ] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
    - [ ] 2. The anchorage of the floor or roof to walls or columns, and walls and columns to foundations is not capable of resisting all nominal loads or load effects.
    - [ ] 3. Structures or components thereof that have reached their limit state.
    - [x] 4. Structural members are incapable of supporting nominal loads and load effects.
    - [ ] 5. Stairs, landings, balconies, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
    - [ ] 6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [x] 305.2 - Structural members - Structural members shall be maintained structurally sound, and capable of supporting the imposed loads.
- [x] 305.3 - Interior surfaces - Interior surfaces, including windows and doors,shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked plaster, decaying wood and other defective surface conditions shall be corrected.
- [x] 305.4 - Stairs and walking surfaces - Every stair, ramp, landing, balcony, porch, deck or other waling surface shall be maintained in sound condition and good repair.
- [ ] 305.5 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- [ ] 305.6 - Interior doors - Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer.

Comments

- [ ] Section 306 - Component Serviceability

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☐	Section 307 - Handrails and guardrails
☐	Section 308 - Rubbish and garbage
☐	Section 309 - Pest Elimination
☐	Section 404 - Occupancy Limits
☒	Section 502 - Required facilities
☒	502.1 - Dwelling units - Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that is maintained in a sanitary, safe working condition. The lavatory and water closet must be close and kitchen sink is not a substitute.
☐	502.2 - Rooming houses - Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.
☐	502.3 - Hotels - Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 occupants.
☐	502.4 - Employee's facilities - Not less than one water closet, one lavatory and one drinking facility shall be available to employees
☐	502.4.1 - Drinking facilities - Drinking facilities shall be a drinkable fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.
☐	502.5 - Public toilet facilities - Public toilet facilities shall be maintained in a safe, sanitary and working condition.

Comments

☐	Section 503 - Toilet Rooms
☒	Section 504 - Plumbing systems and fixtures
☒	504.1 General - Plumbing fixtures shall be properly installed and maintained in working order and shall be kept free from obstructions, leaks and defects and be maintained in a safe, sanitary and functional condition.
☐	504.2 Fixture clearances - Plumbing fixtures shall have adequate clearances for usage and cleaning.
☐	504.3 Plumbing system hazards - Where it is found that a plumbing system in a structure constitutes a hazard due to inadequate service, venting, cross connection, backsiphonage, improper installation, deterioration or damage, they must be corrected.

Comments

☒	Section 505 - Water system
☒	505.1 General - Every sink, lavatory, bathtub or shower, drinking fountain, water closet shall be properly connected to an approved water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and shows shall have hot/tempered and cold running water.
☐	505.2 Contamination - The water supply shall be maintained free from contamination.
☒	505.3 Supply - The water supply system shall be installed and maintained to provide a supply of water in sufficient volume and pressure to enable the fixtures to function properly, safely and free from defects and leaks.
☒	505.4 Water heating facilities - Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at a minimum temperature of 110 degrees. A gas burning water heater may not be in the bathroom.

Comments

☒	Section 506 - Sanitary drainage system
☐	506.1 General - Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.
☒	506.2 Maintenance - Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
☐	506.3 Grease interceptors - Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

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Comments

- [ ] Section 507 - Storm drainage
- [ ] Section 601 - Mechanical - General
- [ ] Section 602 - Heating facilities
- [ ] Section 603 - Mechanical equipment
- [ ] Section 604 - Electrical Facilities
- [x] Section 605 - Electrical equipment
  - [x] 605.1 Installation - Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe manner
  - [ ] 605.2 Receptacles - Every habitable space in a swelling shall have at least 2 separate and remove receptacle outlets. Every laundry area shall have at least 1 grounding type receptacle. Every bathroom shall have at least 1 receptacle. All receptacles have faceplates.
  - [ ] 605.3 Luminaires - Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall have at least 1 electric luminaires. Pool/spa luminaires over 15 V shall have ground fault protection.
  - [ ] 605.4 Wiring - Flexible cords shall not be used for permanent wiring, or for running through doors, windows or cabinets, or concealed within walls, floors or ceilings.

Comments

- [ ] Section 606 - Elevators, escalators and dumbwaiters
- [ ] Section 607 - Duct systems
- [ ] Section 701 - General fire safety requirements
- [ ] Section 702 - Means of egress
- [ ] Section 703 - Fire resistance ratings
- [x] Section 704 - Fire protection systems
  - [ ] 704.1 General - Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire shall be maintained in operable condition at all times in accordance with the IFC.
    - [ ] 704.1.1 Automatic sprinkler systems - Inspection, testing and maintenance of auto sprinkler systems shall be in accordance with NFPA 25.
    - [ ] 704.1.2 Fire department connection - Where the fire department. connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6" high and words in letters at least 2" high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.
  - [x] 704.2 Single- and multi-station smoke alarms - Single- and multi-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.
    - [ ] 704.2.1 Where required - Existing Group I-1 and R occupancies shall be provided with single station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3
      - [ ] 704.2.1.1 Group R-1 - Single or Multi-station smoke alarms shall be installed in all of the following locations in Group R-1: 1 - Sleeping areas; 2 - In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit; 3 - In each story within the sleeping unit, including basement. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level

☐	704.2.1.2 Groups R-2, R-3, R-4 and I-1 - Single or multi-station alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations: 1 - On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms; 2 - In each room used for sleeping purposes; 3 - In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
☐	704.2.1.3 Installation near cooking appliances - Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.2.1.1 or 704.2.1.2: 1 - Ionization smoke alarms shall not be installed less than 20' horizontally from a permanently installed cooking appliance; 2 - Ionization smoke alarms with an alarm silencing switch shall not be installed less than 10' horizontally from a permanently installed cooking appliance; 3 - Photoelectric smoke alarms shall not be installed less than 6' horizontally from a permanently installed cooking appliance.
☐	704.2.2 Interconnection - Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.
☐	704.2.3 Power source - Single station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch.
☐	704.2.4 Smoke detection system - Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single or multi station smoke alarms and shall comply with the following:1 - The fire alarm system shall comply with all applicable requirements in Section 907 of the IFC; Activation of a smoke detector in a swelling or sleeping unit shall initiate alarm notification in the swelling or sleeping unit in accordance with Section 907.5.2 of the IFC; 3 - Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the swelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the IFC.

Comments

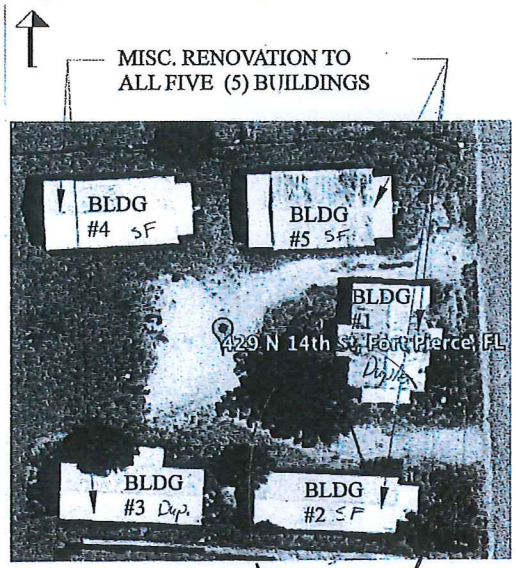
Additional Comments

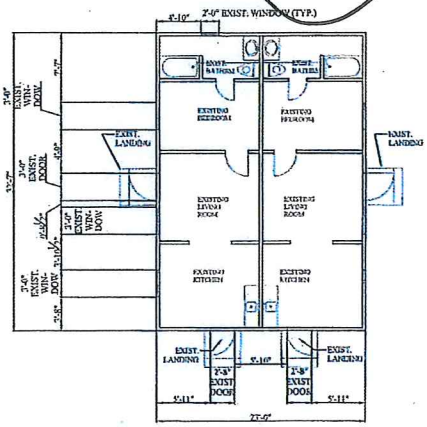
Planning Review – Renovations at 429 N 14th Street – Parcel ID 2409-50[illegible]048-000-3

Plans present 9 units (4 duplexes & 1 single-family)

Zoning: R-4 – 10 Units per acre + Density Bonus Potential

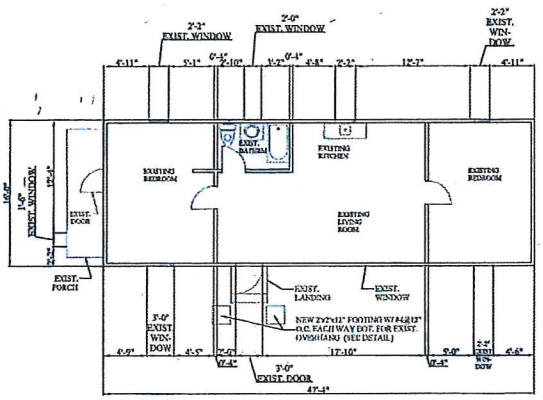
.48 acres – 4 units w/o density bonus – 5 structures pre-existing – Must determine if duplexes exist legally





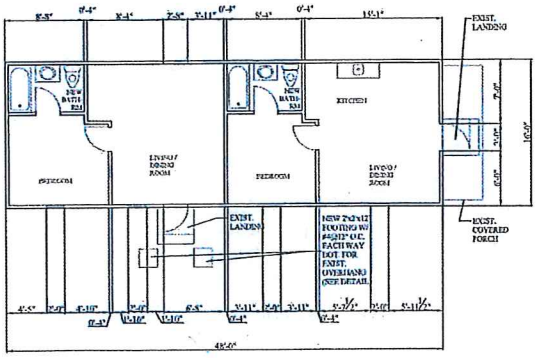
Duplex

PROPOSED FLOOR PLAN BLDG #1 (Scale:1/8"=1'-0")



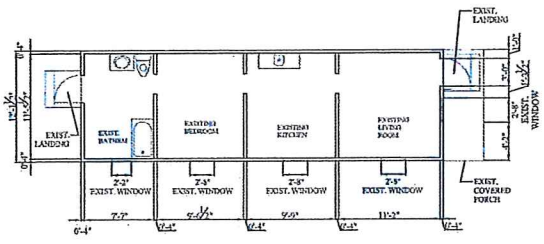
Single-Family

PROPOSED FLOOR PLAN BLDG #2 (Scale:1/8"=1'-0")



Duplex

PROPOSED FLOOR PLAN BLDG #3 (Scale:1/8"=1'-0")



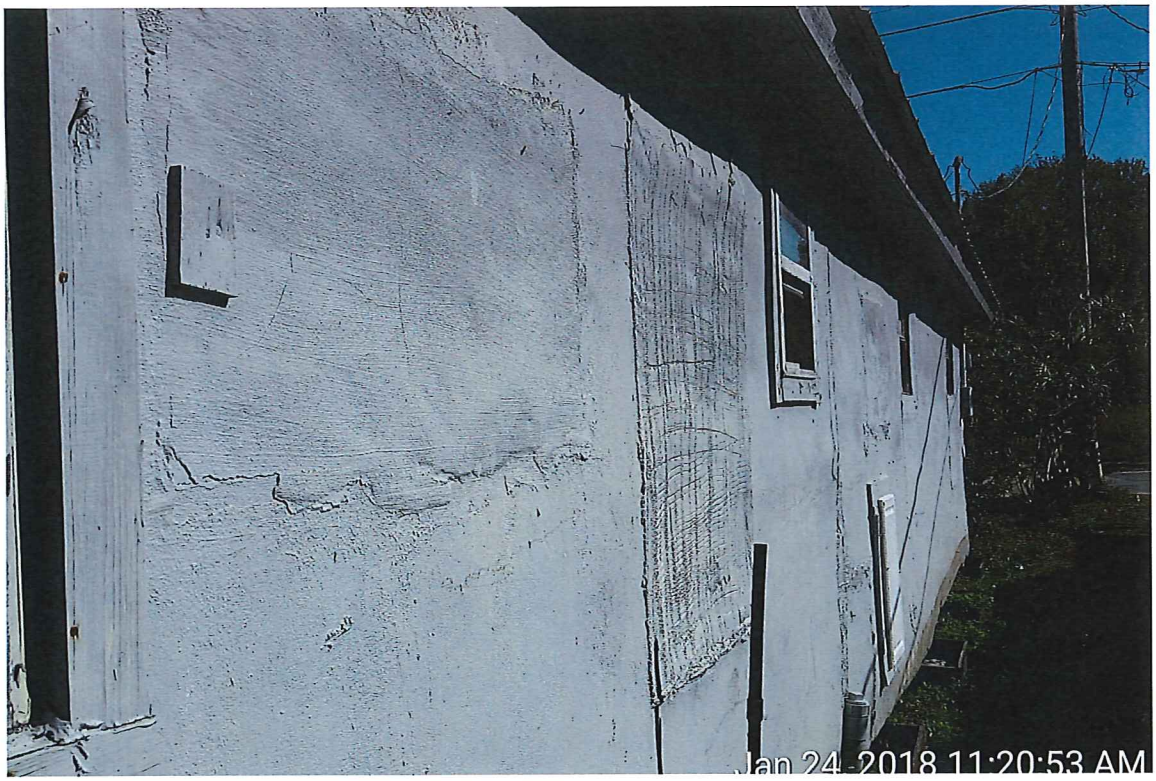
1/2 Duplex shown

* 2 TOT. (1 OPPOSITE HAND)

1-25-14

2 Duplexes

PROPOSED FLOOR PLAN BLDG #4&5 (Scale:1/8"=1'-0")


Jan 24 2018 11:20:53 AM

427
Jan 24 2018 11:19:09 AM

Jan 24, 2018 11:19:17 AM

Jan 24, 2018 11:19:27 AM

Jan 24, 2018 11:19:35 AM

Jan 24, 2018 11:19:50 A
Fort Pier

Jan 24, 2018 11:19:59 AM

Jan 24, 2018 11:20:09 AM

Jan 24 2018 11:20:23 AM

Jan 24 2018 11:20:32 AM

Jan 24, 2018 11:20:41 AM

Jan 24, 2018 11:20:49 AM

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4147775 OR BK 3824 PAGE 2426, Recorded 01/07/2016 at 09:06 AM

City of Fort Pierce
Notice of Unsafe Building
Affidavit

Date: 12/17/2015

Property Address: 429 N 14TH ST Tax ID#: 2409-503-0048-000/3 Case#: 08-1734

Legal Description: GOLDSMITH'S S/D BLK 4 LOTS 7, 8 AND 9 (OR 3487-795)

Owner(s): CAPITAL MADE EZ LLC
Mailing Address: 2676 SW 129TH TERR
PEMBROKE PINES FL 33027

This NOTICE certifies that the above property, building, structure or premise is unsafe and the owner (s) of record has been properly served.

Marc Meyers
Building Official, City of Fort Pierce, Florida

MECHELLE J. ARBUZOW
Notary Public - State of Florida
My Comm. Expires May 30, 2017
Commission # FF 17607
Bonded Through National Notary Assn.

State of Florida, County of St. Lucie

The foregoing instrument was acknowledged before me this 17 day of December, 20 15,

by Marc Meyers who is personally known to me.

Mechelle Arbuzow
Signature of Notary

Mechelle Arbuzow
Print Name of Notary

Attachment: Notice of Unsafe Building Letter

This certificate shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

COMPLIANCE CERTIFICATION

Corrective action has been taken and the building, structure or premise is no longer unsafe in regards to the attached **Notice of Unsafe Building Letter.** Said certificate being recorded in **OR Book** _____ **Page** _____, **Dated** _____ **in Record of certificate #** _____, **in the office of the Clerk of the Circuit Court of St. Lucie County, Florida.**

The structure has been repaired or demolished.

_____ Date

_____ Building Official, City of Fort Pierce, Florida

State of Florida, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,

by _____ who is personally known to me.

_____ Signature of Notary

_____ Print Name of Notary

Prepared by and Return to: **City of Fort Pierce**
Building Department
P O Box 1480
Fort Pierce FL 34954

MAYOR
LINDA HUDSON

COMMISSIONERS
RUFUS ALEXANDER III
EDWARD BECHT
REGINALD SESSIONS
TOM PERONA

CITY MANAGER
NICHOLAS MIMMS

BUILDING OFFICIAL
MARC MEYERS

CITY OF FORT PIERCE
Florida

BUILDING DEPARTMENT
100 N. U.S. 1 - P.O. BOX 1480
FORT PIERCE, FLORIDA 34954
TEL. (772)467-3000 FAX (772) 467-3849

December 16, 2015 Tax ID #: 2409-503-0048-000/3 Case #: 08-00001734

CAPITAL MADE EZ LLC
2676 SW 129TH TERR
PEMBROKE PINES, FL 33027

RE: 427 N 14th St. (Building 2) & 427 N 14th St. Rear (Building 3)

Pursuant to the City of Fort Pierce Code of Ordinances and the International Property Maintenance Code (IPMC) s. 108, the property located at the above referenced location has been found to be unsafe and is in violation of the following:

Section: 5-1.101.2.1- Unsafe Building- Both buildings 2 and 3 are hereby declared unsafe.
Section: 5-1.105.1- Permit Required- Permit 14-239 for building 3 was never issued despite work taking place.
Section: 5-1.105.4.1.2- Expired Permit- Permit 14-238 for building 2 has expired.
IPMC 108.1.3- Structure Unfit for Human Occupancy- Current condition of these buildings is uninhabited.
IPMC 304.1- Exterior Structure- Severely damaged walls exist.
IPMC 304.5- Foundation Walls- Foundation walls are damaged.
IPMC 304.10- Stairways, Decks, Porches & Balconies- Porches have rotten wood, stairways are unstable.
IPMC 304.13- Windows, Doors & Frames- Windows doors and frames are damaged.
IPMC 304.15- Exterior Doors- Exterior doors and door frames are unsafe.
IPMC 305.2- Structural Members- Structural members are damaged and/or missing.
IPMC 305.3- Interior Surfaces- Interior surfaces are damaged and/or missing.
IPMC 305.4- Walking Surfaces- Walking surfaces are missing.
IPMC 504.1- Plumbing Fixtures- Plumbing fixtures are missing.
IPMC 505.1- Water System- Structures are not currently connected to the water system.
IPMC 602.2- Residential Heat Supply- Heat must be installed in both structures.
IPMC 603.1- Mechanical Equipment- Water heater and other mechanical equipment must be installed to code.
IPMC 605.1- Electrical Equipment- Electrical wiring and equipment must be installed to code.
IPMC 704.1- Fire Protection Systems- Smoke alarms are missing.

The buildings/structures are condemned and repair/rehabilitation permits shall be applied for/renewed within 30 days. If the buildings or structures are to be repaired, drawings prepared by a Florida licensed engineer or architect addressing any and all deficiencies will be required with the building permit application unless otherwise approved by the Building Official.

The buildings or structures have been ordered vacated and posted to prevent further occupancy until work is completed and the final inspection has been approved. **If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.**

Any person having any legal interest in the property may appeal this notice by the Building Official to the Construction Board of Adjustments and Appeals (CBAA); such appeal shall be in writing in the form specified in the Rules of Procedure of the CBAA and shall be filed with the Building Official within 20 calendar days from the

File Name: C0062722

date of this notice with a $200 fee. Failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.

Should you have questions regarding this matter, you may contact my office at (772) 467-3722.

Sincerely,

Marc Meyers
Building Official

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

Notice of Unsafe Building Affidavit

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4406266 02/28/2018 12:18:26 PM
OR BOOK 4102 PAGE 1251 - 1256 Doc Type: NOT
RECORDING: $52.50

Case#: 18-0568

Property Address: 427 N 14TH ST - BLDG # 2

Tax ID#: 2409-503-0048-000/3

Legal Description: GOLDSMITH`S S/D BLK 4 LOTS 7, 8 AND 9 (OR 3487-795)

Owner(s): CAPITAL MADE EZ LLC
2676 SW 129TH TERR
PEMBROKE PINES, FL 33027

This AFFIDAVIT certifies that the above property, building, structure or premise is unsafe and the owner(s) of record has been properly served.

2/26/18
Date

Margaret M. Arraiz, City of Fort Pierce, Florida

Attachment: Notice of Unsafe Building Letter

This Affidavit replaces the Notice of Unsafe Building Affidavit recorded in Book 3824 Page 2426. This Affidavit shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

State of Florida, County of St. Lucie

The foregoing instrument was acknowledged before me this 27th day of February, 2018, by Margaret M. Arraiz who is personally known to me.

Colleen Greer
Signature of Notary

stamp

COLLEEN GREER
Notary Public - State of Florida
Commission # GG 013803
My Comm. Expires Nov 13, 2020
Bonded through National Notary Assn.

C0076813

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

February 26, 2018

Case #: 18-0568

CAPITAL MADE EZ LLC
2676 SW 129TH TERR
PEMBROKE PINES, FL 33027

RE: Address: 427 N 14TH ST - BLDG # 2
Tax ID #: 2409-503-0048-000/3

Pursuant to the City of Fort Pierce Code of Ordinances and the International Property Maintenance Code (IPMC) s. 108, the property located at the above referenced location has been found to be unsafe and is in violation of the following:

108.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy.

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.5 Dangerous structure or premises.

For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

> 3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

C0076814

Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende ingles consiga traducción inmediatamente.
Atansyon: Dokuman sa impòtan an rapò avek droi è responsablitè ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun póu nou espliké sa tou suit.

5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

304.1 Exterior structure – General.

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.

304.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;

6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;

304.2 Protective treatment.

Exterior surfaces, including but not limited to , doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to ruse or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.3 Address identification.

Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position to be visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numerals or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

304.4 Structural members.

All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.6 Exterior walls.

All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.13.1 Glazing.

All glazing materials shall be maintained free from cracks and holes.

305.1 General.

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential

occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

4. Structural members are incapable of supporting nominal loads and load effects;

305.2 Structural members.

All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces.

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces.

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

502.1 Dwelling units.

Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

504.1 General.

All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

505.1 General.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

505.3 Supply.

The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities.

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a

minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

506.2 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

605.1 Installation.

All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

704.2 Single- and multiple-station smoke alarms.

Single-and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

The building, structure, or premise is condemned and shall be demolished within 30 days. The building or structure has been posted with a Condemned placard and ordered vacated to prevent further occupancy until work is completed and the final inspection has been approved. The demolition of the building or structure must fully comply with all local ordinances and the currently adopted Florida Building Code (FBC). **If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with the City of Fort Pierce Charter and all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.**

Should you have questions regarding this matter, you may contact my office at (772) 467-3720.

Sincerely,

Margaret M. Arraiz
Code Compliance Manager
City of Fort Pierce

In addition to the party listed above, a copy of this notice has been provided by certified mail to the following:

CHRISTOPHER D PATTERSON
2676 SW 129 TERRACE
PEMBROKE PINES, FL 33027

MARLEX PROPERTY MANAGEMENT LLC
PO BOX 278796
PEMBROKE PINES, FL 33027

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

AFFIDAVIT OF POSTING - PLACARD

CASE NO: 18-0568

RE: 427 N 14TH ST – BLDG #2

BEFORE ME, the undersigned authority, personally appeared Heather Debevec, Code Enforcement Officer for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That the property listed above was posted with a CONDEMNED placard in accordance with the International Property Maintenance Code Section 108.4.

FURTHER AFFIANT SAYETH NOT.

DATED this 27 day of February, 2018.

Heather Debevec, Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

this 27th day of February, 2018.

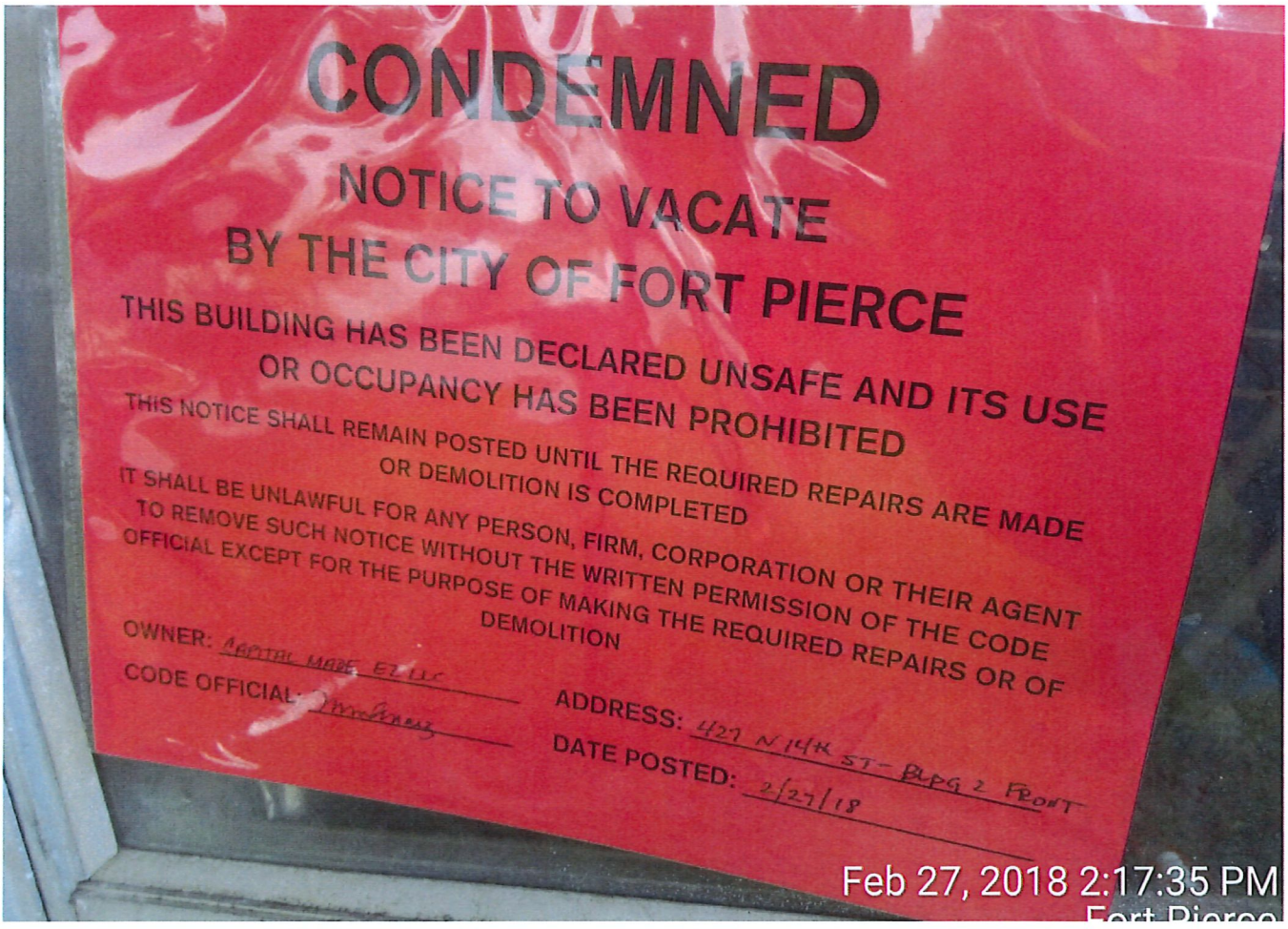
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

MARGARET M. ARRAIZ
Notary Public - State of Florida
My Comm. Expires Jun 7, 2018
Commission # FF 091947

C0076816

Feb 27, 2018 2:20:29 PM
Fort Pierce


CONDEMNED
NOTICE TO VACATE
BY THE CITY OF FORT PIERCE
THIS BUILDING HAS BEEN DECLARED UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED
THIS NOTICE SHALL REMAIN POSTED UNTIL THE REQUIRED REPAIRS ARE MADE OR DEMOLITION IS COMPLETED
IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION OR THEIR AGENT TO REMOVE SUCH NOTICE WITHOUT THE WRITTEN PERMISSION OF THE CODE OFFICIAL EXCEPT FOR THE PURPOSE OF MAKING THE REQUIRED REPAIRS OR OF DEMOLITION
OWNER: ABDITH MARE ET LLC
CODE OFFICIAL:
ADDRESS: 427 N 14TH ST - BLDG 2 FRONT
DATE POSTED: 2/27/18
Feb 27, 2018 2:17:35 PM
Fort Pierce

CONDEMNED

NOTICE TO VACATE

BY THE CITY OF FORT PIERCE

THIS BUILDING HAS BEEN DECLARED UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED

THIS NOTICE SHALL REMAIN POSTED UNTIL THE REQUIRED REPAIRS ARE MADE OR DEMOLITION IS COMPLETED

IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION OR THEIR AGENT TO REMOVE SUCH NOTICE WITHOUT THE WRITTEN PERMISSION OF THE CODE OFFICIAL EXCEPT FOR THE PURPOSE OF MAKING THE REQUIRED REPAIRS OR OF DEMOLITION

OWNER: CAPITAL MADE EZ LLC

ADDRESS: 427 N 14th ST - Bldg 2 FRONT

CODE OFFICIAL: [signature]

DATE POSTED: 2/27/18

Jan 24, 2018 11:19:59 AM
Fort Pierce

Jan 24, 2018 11:20:09 AM
Fort Pierce

TILATH
Jan 24, 2018 11:20:23 AM
Fort Pierce

Jan 24, 2018 11:20:32 AM
Fort Pierce

Jan 24, 2018 11:20:41 AM
Fort Pierce

Jan 24, 2018 11:20:49 AM
Fort Pierce

Jan 24, 2018 11:20:53 AM
Fort Pierce

427
PRIVATE PROPERTY
Jan 24, 2018 11:19:09 AM
Fort Pierce

Jan 24, 2018 11:19:17 AM
Fort Pierce

Jan 24, 2018 11:19:27 AM
Fort Pierce

Jan 24, 2018 11:19:35 AM
Fort Pierce

Jan 24, 2018 11:19:50 AM
Fort Pierce

Aug 9, 2018 9:06:35 AM
Fort Pierce

Aug 9, 2018 9:06:48 AM
Fort Pierce

Aug 9, 2018 9:07:00 AM
Fort Pierce

Aug 9, 2018 9:07:10 AM
Fort Pierce

Aug 9, 2018 9:07:18 AM
Fort Pierce

Aug 9, 2018 9:07:26 AM
Fort Pierce

427
Aug 9, 2018 9:04:45 AM
Fort Pierce

Aug 9, 2018 9:05:06 AM
Fort Pierce

Aug 9, 2018 9:05:16 AM
Fort Pierce

yes
Aug 9, 2018 9:05:38 AM
Fort Pierce

Aug 9, 2018 9:05:55 AM
Fort Pierce

Aug 9, 2018 9:06:07 AM
Fort Pierce

Aug 9, 2018 9:06:28 AM
Fort Pierce

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Marlex Property Management LLC
PO Box 278796
Pembroke Pines, FL 33027

COND 427 N 14th St Case #18-0568

mailed: 28-Feb-2018

9590 9402 2610 6336 2668 78

2. 7015 1730 0000 9361 2151

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) M. Patterson C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
MAR 28 2018
CODE ENFORCEMENT
CITY OF FT. PIERCE

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

---

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Capital Made EZ LLC
2676 SW 129th Terr
Pembroke Pines, FL 33027

COND 427 N 14th St Case #18-0568

mailed: 28-Feb-2018

9590 9402 2610 6336 2668 61

2. Article Number (Transfer from service label) 7015 1730 0000 9361 2175

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) M. Patterson C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
MAR 28 2018
CODE ENFORCEMENT
CITY OF FT. PIERCE

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Christopher D Patterson
2676 SW 129th Terr
Pembroke Pines, FL 33027

COND 427 N 14th St Case #18-0568

mailed: 28-Feb-2018

9590 9402 2610 6336 2668 85

2. Article Number (Transfer from service label) 7015 1730 0000 9361 2168

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A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) M. Patterson C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Condemnation for Demolition – Property Status Statement

Description	Status	Notes:
Homestead Status	Non-homesteaded	Confirmed with Property Appraiser and Tax Collector on 08/20/2018
Occupancy	Not occupied – vacant	
Prior attempts by owner to remedy violation	None	
Additional code enforcement activity at the property	One active code violation	Non-operable vehicles
Historic Property	Yes	Scheduled to be heard in September
Utilities	None	
Title Search Completed	Yes	Two parties identified – a tax certificate holder and the FPUA. Both provided notice.

RESOLUTION NO. 18-R40

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **427 N 14TH ST – LEFT FRONT UNIT AKA BUILDING #2** IN FORT PIERCE, FLORIDA IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE **SHALL BE CONDEMNED AND DEMOLISHED**; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO AFFECT SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Charter for the City of Fort Pierce, Florida provides the City Commission the authority to declare a building or structure unsafe and require its removal or destruction; and

WHEREAS, a public hearing was held before the City Commission on this date, September 4, 2018, to determine if the building or structure located at 427 N 14TH ST – LEFT FRONT UNIT AKA BUILDING #2 is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community; and

WHEREAS, all parties with interest to the property were properly provided notice of the hearing and given the opportunity to show cause why the structure should not be condemned; and.

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

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

427 N 14TH ST
GOLDSMITH`S S/D BLK 4 LOTS 7, 8 AND 9 (OR 3487-795)
2409-503-0048-000/3

Is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community and shall be condemned in accordance with the Charter of the City of Fort Pierce and order its removal by demolition in accordance with the time frames and regulations outlined in the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, were provided the opportunity to be heard and to show cause why said building or structure should not be condemned and its removal or destruction required.

CAPITAL MADE EZ LLC
2676 SW 129TH TERR
PEMBROKE PINES, FL, 33027

SECTION 3. The hereinbefore named persons, firms, or corporations are responsible for the removal or demolition of the building or structure and should such parties fail to demolish the building or structure as required by order of the City Commission, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien upon said property.

SECTION 4. The hereinbefore named persons, firms, or corporations shall have the right to appeal this resolution to the Circuit Court of St. Lucie County, within thirty (30) days of the effective date of this resolution pursuant to the Florida Rules of Appellate Procedure.

SECTION 5. A certified copy of this resolution shall be mailed by registered or certified mail to the hereinbefore named persons, firms, or corporations, by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

City Commission Regular Meeting **12.d.**

Meeting Date: 09/04/2018

Re: 427 N 14th Street - Building #3

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

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SUBJECT:

Resolution No. 18-R41 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 427 N 14th Street - Left Rear Unit AKA Building #3 to show cause why the structure located on the premises should not be condemned and demolished.

SUMMARY:

1. Original condemnation was initiated in 2008 by then Building Official Marc Meyers. No action was taken by the owners in response to this condemnation.
2. In January, 2018, a new Property Maintenance Inspection Report was completed by Building Department Investigator, Shaun Coss, who stated the building is unsafe and recommends the property be demolished.
3. On March 26, 2018 staff was contacted by the owner who stated that he intended to make the necessary repairs. An extension of time was granted.
4. On May 1, 2018 the owner stated that permits would be submitted that week and an additional extension was granted.
5. To date, no action has been taken by the owner to rehabiliate the property.

RECOMMENDATION:

Staff recommends the City Commission approve Resolution No. 18-R41 declaring that the structure located at 427 N 14th Street - Left Rear Unit AKA Building #3 be condemned and demolished in accordance with the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

ALTERNATIVES:

Amend Resolution No. 18-R41
Deny Resolution No. 18-R41

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Shaun Coss, Building Department Coordinator
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

The cost of demolition, if required to be conducted by the City, is _____ and it will be funded by the Clean & Safe Initiative and shall become a lien against the property.

Attachments

Condemnation Report
2015 Unsafe Building Affidavit
2018 Unsafe Building Affidavit
Condemnation Posting and Affidavit
January 2018 Photos
August 2018 Photos
Certified Mail Documents
Property Status Statement
Resolution 18-R41

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	08/14/2018 02:46 PM
City Manager	Peggy Arraiz	08/20/2018 02:44 PM
City Manager	Nick Mimms	08/29/2018 12:07 PM

Form Started By: Peggy Arraiz Started On: 08/14/2018 02:22 PM
Final Approval Date: 08/29/2018

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Property Maintenance Inspection Report

Property Address	427 N 14th St Rear (Building 3)	Parcel ID #	2409-503-0048-000-3		
House Color	Grey	# of Units	2 Proposed	Historic?	Non-contributing
Type of Structure	Single Family Residence	Building Occupied	No	Time to Comply	30 Days

Action to be take - Select all that apply

- ○ Unsafe Building - Rehab
- ◉ Unsafe Building - Demo
- ○ Nuisance Abatement - Board up

Inspector	Shaun Coss	Date	1-24-18	Property Posted?	No

Comments: 5-1.105.1 Permit Required- Permit 14-239 never issued.

- ○ Active Code Cases ○ NONE
- ○ Active Building Permit ○ NONE
- ○ Lis Pendens check
- ○ Rehab letter sent
- ○ Demo letter sent
- ○ Nuisance letter sent
- ○ Title search done
- ○ Affidavit recorded

Contact Information [Add new contact]

Contact Info

Comments

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[X] Unsafe structures

[X] 108.1.1 - Unsafe structure

- [ ] Lacks adequate protection from fire
- [X] Contains unsafe equipment
- [X] All or part of building is likely to collapse

[X] 108.1.2 - Unsafe equipment

- [ ] Unsafe boiler / heating equipment
- [X] Unsafe electrical wiring / device
- [ ] Unsafe elevator / moving stairway
- [ ] Flammable liquid containers within structure
- [ ] Other unsafe equipment

[X] 108.1.3 - Structure unfit for human occupancy

- [X] Unsafe or unlawful
- [ ] Unsanitary / contains filth / contamination
- [X] vermin or rat infested
- [X] lacks illumination
- [ ] Location of structure constitutes a hazard
- [ ] lacks ventilation
- [X] lacks heat
- [X] lacks maintenance
- [X] lacks sanitary facilities

[ ] 108.1.4 - Unlawful structure

- [ ] Occupied by more persons than permitted
- [ ] Erected, altered or occupied contrary to law

[X] 108.1.5 - Dangerous structure or premises

- [ ] (1) Any door, aisle, passageway, stairway, or exit that does not comply to requirements for exiting the building
- [ ] (2) The walking surface of means of egress is so warped, worn, loose, torn or otherwise unsafe to provide means of egress.
- [X] (3) Any portion of a structure damaged by fire, wind, flood, earthquake, deterioration, neglect, abandonment, vandalism or any other cause that it is likely to partially or completely collapse, or to become detached or dislodged.
- [ ] (4) Any portion of a building, appurtenance or ornamentations that is not of sufficient strength or stability, or is not so anchored or attached to be capable of resisting natural or artificial loads of one and one-half the original designed value.
- [X] (5) The structure or part of structure because of dilapidation, deterioration, decay, faulty construction, the removal or movement of ground necessary for support or any other reason is likely to collapse or under pining is likely to fail or give way.
- [X] (6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- [X] (7) The structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance.
- [X] (8) Any structure that exists or has been maintained in violation of any specific requirement or prohibition to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- [X] (9) Any structure intended to be used for dwelling purposes, due to inadequate maintenance, dilapidation ,decay ,damage, faulty construction, inadequate light, ventilation, mechanical or plumbing system is determined to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.
- [X] (10) Any structure, due to lack of sufficient fire resistance rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause is determined to be a threat to life or health.
- [ ] (11) Any portion of a building remains on a site after the demolition of the structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Comments

[ ] Section 302 - Exterior property areas

[ ] Section 303 - Swimming Pools, Spas and Hot Tubs

[X] Section 304 - Exterior Structure

[X] 304.1 - General - The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.

[X] 304.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.

- [ ] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐	2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
☐	3. Structures or components thereof that have reached their limit state.
☒	4. Siding and masonry joints are not maintained, weather resistant or water tight.
☒	5. Structural members that have evidence of deterioration or cannot safety support all nominal loads and load effects.
☒	6. Foundation systems that are not firmly supported by footings, are not plumb without cracks and breaks and are not properly anchored or cannot support all nominal loads and resisting all load effects.
☒	7. Exterior walls that are not anchored to supporting elements or are not plumb or free from holes, cracks, breaks or loose or rotting materials, are not properly anchored and not able of supporting all nominal loads and resisting load effects.
☒	8. Roofing that have defects that admit rain, roof surfaces with inadequate drainage, or any portion that is not in good repair with signs of deterioration, fatigue or without property anchorage and incapable of supporting all nominal loads.
☒	9. Flooring with defects that affect serviceability or that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
☐	10. Veneer, cornices, belt courses, corbels, trim , wall facings not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting load effects.
☐	11. Overhang extensions or projections including trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or anchored with connections unable to support all nominal loads.
☐	12. Exterior stairs, decks, porches, balconies and all attachments such as guards and handrails are not structurally sound, not properly anchored or anchored with connections unable to support all nominal loads and resisting all load effects.
☐	13. Chimneys, cooling towers, smokestacks not properly anchored or that are anchored with connections unable to support all nominal loads and resisting all load effects.

☒	304.2 - Protective Treatment - Exterior surfaces, including doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior surfaces shall be protected from elements and decay by painting or other protective treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion.
☒	304.3 - Address identification - Buildings shall be provided with approved address identification that are legible and placed to be visible from the street fronting the property. They must contrast with their background, be numerical and a minimum of 4" tall.
☒	304.4 - Structural members - Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
☐	304.5 - Foundation walls - Foundation walls shall be maintained plumb and free from cracks and breaks and shall be kept n such condition so as to prevent the entry of rodents and other pests.
☒	304.6 - Exterior walls - Exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
☒	304.7 - Roofs and drainage - The roof and flashing shall be sound, tight and not have defects that admit rain. Drainage must prevent dampness or deterioration in the walls or interior portion of the structure. Drains, gutters and downspouts must be in good repair and free from obstruction. Roof water shall not be discharged in a manner that creates a public nuisance.
☐	304.8 - Decorative features - Cornices, belt courses, corbels, terra cotta trim, wall facing and similar decorative features shall be in good repair with proper anchorage and in safe condition.
☐	304.9 - Overhang extensions - Overhang extensions including canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be in good repair and properly anchored and kept in sound condition. All exposed surfaces of metal or wood shall be protected from the elements with weather coating material such as paint or similar surface treatment.
☐	304.10 - Stairways, decks, porches and balconies - Every exterior stairway, deck, porch and balcony shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
☐	304.11 - Chimneys and towers - Chimneys, cooling towers, smoke stacks, shall be structurally safe and sound and in good repair. Exposed surfaces shall be protected by paint or similar surface treatment.
☐	304.12 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

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- [ ] 304.13 - Window, skylight and door frames - Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
  - [x] 304.13.1 - Glazing - Glazing materials shall be maintained free from cracks or holes.
  - [ ] 304.13.2 - Openable windows - Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
- [ ] 304.14 - Insect screens - Every door, window and other outside opening required for ventilation or food preparation areas shall have tightly fitting screens of minimum 16 mesh per inch and every screen door must have self closing device is good working condition.
- [x] 304.15 - Doors - Exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.
- [ ] 304.18 - Building security - Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
  - [ ] 304.18.1 - Doors - Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall have a dead bolt designed to open from the inside without a key.
  - [ ] 304.18.2 - Windows - Operable windows located within 6 ft. above the ground that provides access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.
- [ ] 304.19 - Gates - Exterior gates, gate assemblies, operator systems and hardware shall be maintained in good condition.

Comments

- [x] Section 305 - Interior Structure
- [x] 305.1 - General - The interior of a structure and equipment shall be maintained in good repair, structurally sound and in a sanitary condition.
  - [x] 305.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBD as required for existing buildings.
    - [ ] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
    - [ ] 2. The anchorage of the floor or roof to walls or columns, and walls and columns to foundations is not capable of resisting all nominal loads or load effects.
    - [ ] 3. Structures or components thereof that have reached their limit state.
    - [x] 4. Structural members are incapable of supporting nominal loads and load effects.
    - [ ] 5. Stairs, landings, balconies, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
    - [ ] 6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [x] 305.2 - Structural members - Structural members shall be maintained structurally sound, and capable of supporting the imposed loads.
- [x] 305.3 - Interior surfaces - Interior surfaces, including windows and doors,shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked plaster, decaying wood and other defective surface conditions shall be corrected.
- [x] 305.4 - Stairs and walking surfaces - Every stair, ramp, landing, balcony, porch, deck or other waling surface shall be maintained in sound condition and good repair.
- [ ] 305.5 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- [ ] 305.6 - Interior doors - Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer.

Comments

- [ ] Section 306 - Component Serviceability

☐	Section 307 - Handrails and guardrails
☐	Section 308 - Rubbish and garbage
☐	Section 309 - Pest Elimination
☐	Section 404 - Occupancy Limits
☒	Section 502 - Required facilities
☒	502.1 - Dwelling units - Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that is maintained in a sanitary, safe working condition. The lavatory and water closet must be close and kitchen sink is not a substitute.
☐	502.2 - Rooming houses - Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.
☐	502.3 - Hotels - Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 occupants.
☐	502.4 - Employee's facilities - Not less than one water closet, one lavatory and one drinking facility shall be available to employees
☐	502.4.1 - Drinking facilities - Drinking facilities shall be a drinkable fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.
☐	502.5 - Public toilet facilities - Public toilet facilities shall be maintained in a safe, sanitary and working condition.

Comments

☐	Section 503 - Toilet Rooms
☒	Section 504 - Plumbing systems and fixtures
☒	504.1 General - Plumbing fixtures shall be properly installed and maintained in working order and shall be kept free from obstructions, leaks and defects and be maintained in a safe, sanitary and functional condition.
☐	504.2 Fixture clearances - Plumbing fixtures shall have adequate clearances for usage and cleaning.
☐	504.3 Plumbing system hazards - Where it is found that a plumbing system in a structure constitutes a hazard due to inadequate service, venting, cross connection, backsiphonage, improper installation, deterioration or damage, they must be corrected.

Comments

☒	Section 505 - Water system
☒	505.1 General - Every sink, lavatory, bathtub or shower, drinking fountain, water closet shall be properly connected to an approved water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and shows shall have hot/tempered and cold running water.
☐	505.2 Contamination - The water supply shall be maintained free from contamination.
☒	505.3 Supply - The water supply system shall be installed and maintained to provide a supply of water in sufficient volume and pressure to enable the fixtures to function properly, safely and free from defects and leaks.
☒	505.4 Water heating facilities - Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at a minimum temperature of 110 degrees. A gas burning water heater may not be in the bathroom.

Comments

☒	Section 506 - Sanitary drainage system
☐	506.1 General - Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.
☒	506.2 Maintenance - Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
☐	506.3 Grease interceptors - Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

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Comments

- [ ] Section 507 - Storm drainage
- [ ] Section 601 - Mechanical - General
- [ ] Section 602 - Heating facilities
- [ ] Section 603 - Mechanical equipment
- [ ] Section 604 - Electrical Facilities
- [x] Section 605 - Electrical equipment
  - [x] 605.1 Installation - Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe manner
  - [ ] 605.2 Receptacles - Every habitable space in a swelling shall have at least 2 separate and remove receptacle outlets. Every laundry area shall have at least 1 grounding type receptacle. Every bathroom shall have at least 1 receptacle. All receptacles have faceplates.
  - [ ] 605.3 Luminaires - Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall have at least 1 electric luminaires. Pool/spa luminaires over 15 V shall have ground fault protection.
  - [ ] 605.4 Wiring - Flexible cords shall not be used for permanent wiring, or for running through doors, windows or cabinets, or concealed within walls, floors or ceilings.

Comments

- [ ] Section 606 - Elevators, escalators and dumbwaiters
- [ ] Section 607 - Duct systems
- [ ] Section 701 - General fire safety requirements
- [ ] Section 702 - Means of egress
- [ ] Section 703 - Fire resistance ratings
- [x] Section 704 - Fire protection systems
  - [ ] 704.1 General - Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire shall be maintained in operable condition at all times in accordance with the IFC.
    - [ ] 704.1.1 Automatic sprinkler systems - Inspection, testing and maintenance of auto sprinkler systems shall be in accordance with NFPA 25.
    - [ ] 704.1.2 Fire department connection - Where the fire department. connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6" high and words in letters at least 2" high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.
  - [x] 704.2 Single- and multi-station smoke alarms - Single- and multi-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.
    - [ ] 704.2.1 Where required - Existing Group I-1 and R occupancies shall be provided with single station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3
      - [ ] 704.2.1.1 Group R-1 - Single or Multi-station smoke alarms shall be installed in all of the following locations in Group R-1: 1 - Sleeping areas; 2 - In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit; 3 - In each story within the sleeping unit, including basement. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level

☐	704.2.1.2 Groups R-2, R-3, R-4 and I-1 - Single or multi-station alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations: 1 - On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms; 2 - In each room used for sleeping purposes; 3 - In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
☐	704.2.1.3 Installation near cooking appliances - Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.2.1.1 or 704.2.1.2: 1 - Ionization smoke alarms shall not be installed less than 20' horizontally from a permanently installed cooking appliance; 2 - Ionization smoke alarms with an alarm silencing switch shall not be installed less than 10' horizontally from a permanently installed cooking appliance; 3 - Photoelectric smoke alarms shall not be installed less than 6' horizontally from a permanently installed cooking appliance.
☐	704.2.2 Interconnection - Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.
☐	704.2.3 Power source - Single station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch.
☐	704.2.4 Smoke detection system - Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single or multi station smoke alarms and shall comply with the following:1 - The fire alarm system shall comply with all applicable requirements in Section 907 of the IFC; Activation of a smoke detector in a swelling or sleeping unit shall initiate alarm notification in the swelling or sleeping unit in accordance with Section 907.5.2 of the IFC; 3 - Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the swelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the IFC.

Comments

Additional Comments

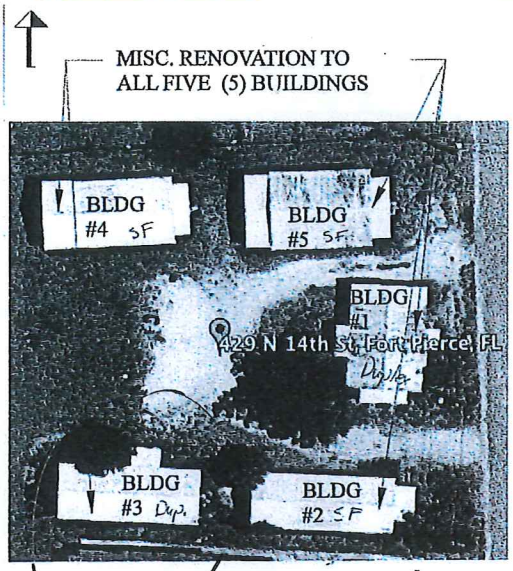
Planning Review – Renovations at 429 N 14th Street – Parcel ID 2409-50[illegible]048-000-3

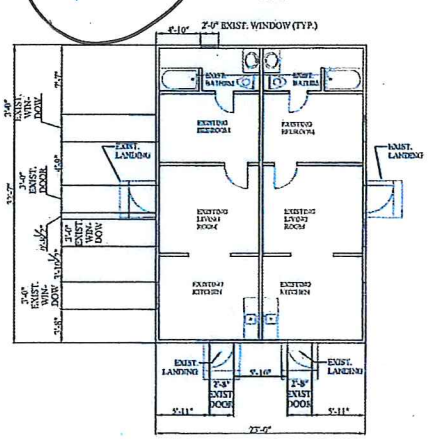
Plans present 9 units (4 duplexes & 1 single-family)

5 4/0

Zoning: R-4 – 10 Units per acre + Density Bonus Potential

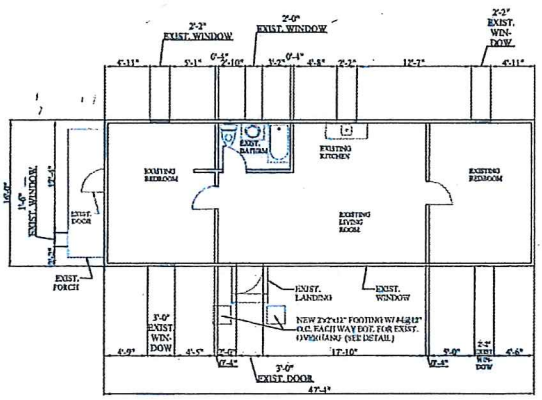
.48 acres – 4 units w/o density bonus – 5 structures pre-existing – Must determine if duplexes exist legally





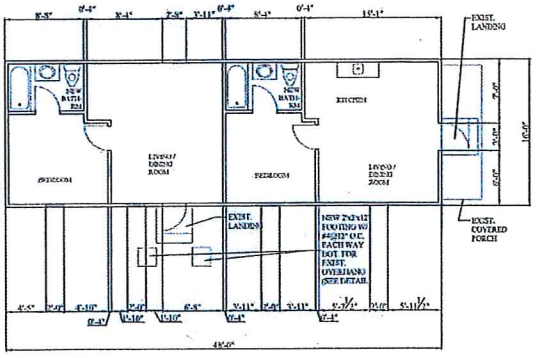
Duplex

PROPOSED FLOOR PLAN BLDG #1 (Scale:1/8"=1'-0")



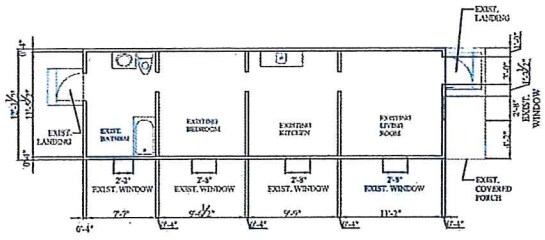
Single-Family

PROPOSED FLOOR PLAN BLDG #2 (Scale:1/8"=1'-0")



Duplex

PROPOSED FLOOR PLAN BLDG #3 (Scale:1/8"=1'-0")



1/2 Duplex shown

* 2 TOT (1 OPPOSITE HAND)

1-25-19

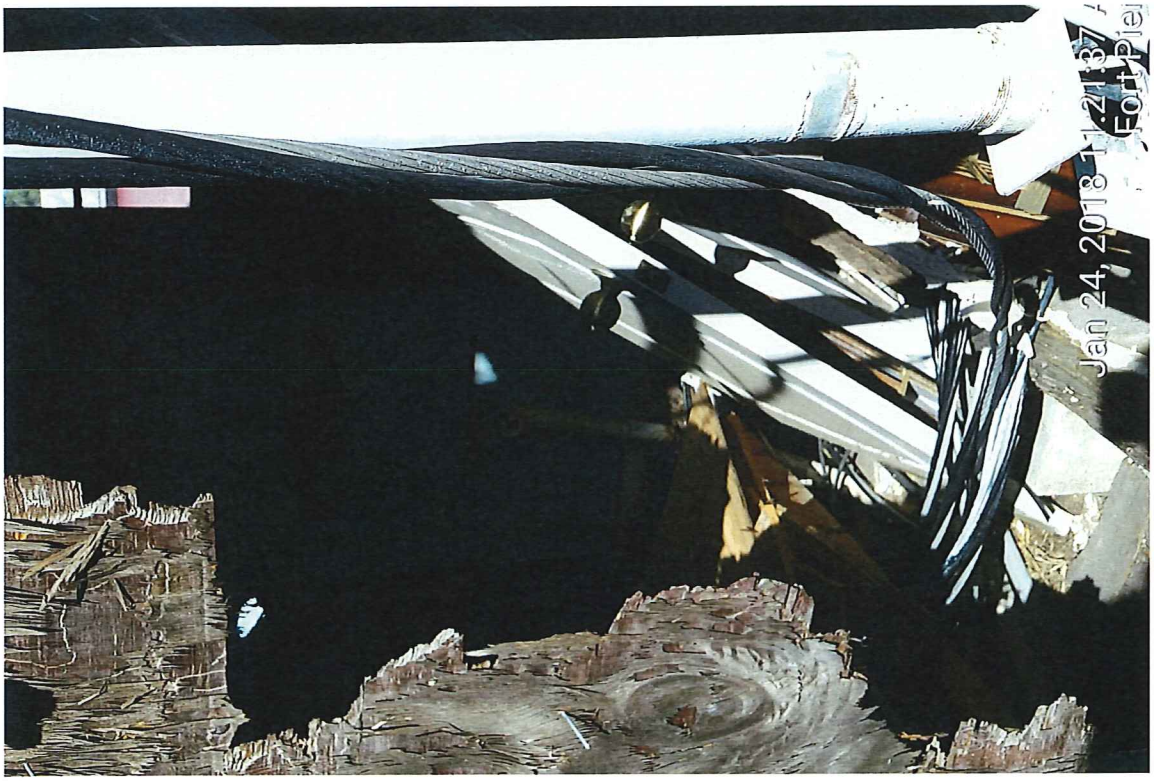
2 Duplexes

PROPOSED FLOOR PLAN BLDG #4&5 (Scale:1/8"=1'-0")

Jan 24, 2018 11:22:35 AM

Jan 24, 2018 11:21:12 AM

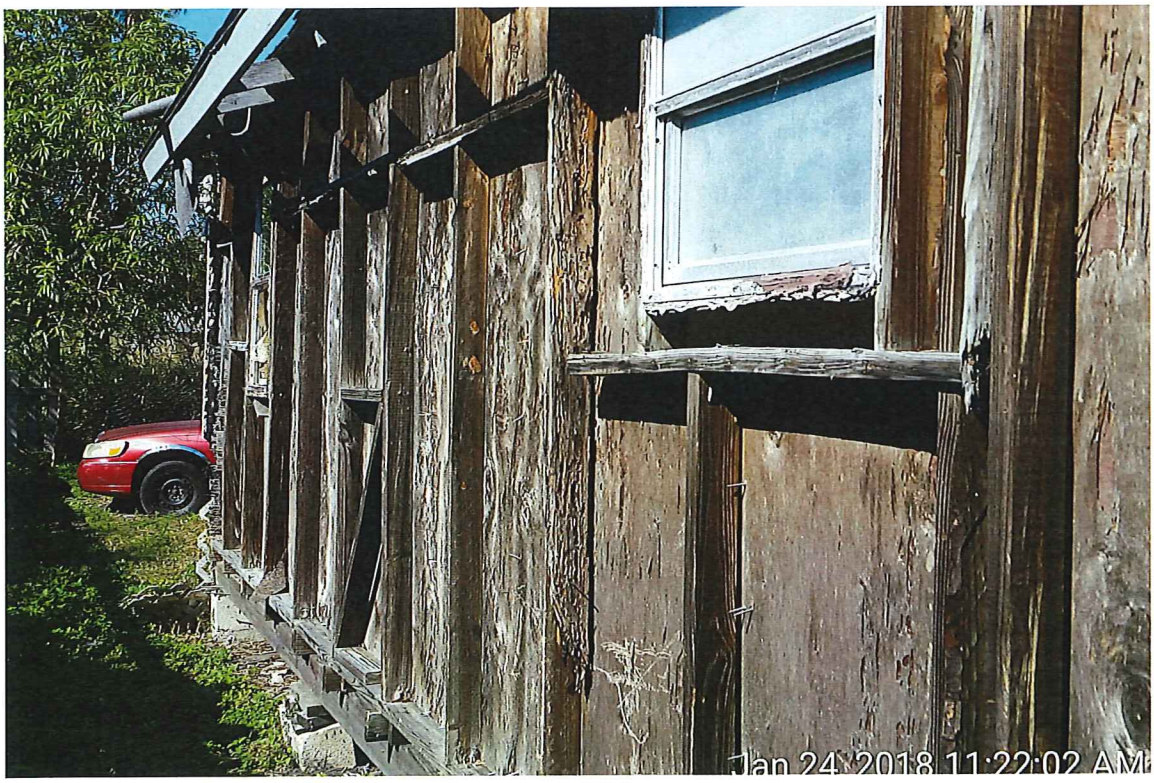
Jan 24, 2018 11:21:25 AM


Jan 24, 2018

Jan 24, 2018 11:21:45 AM

Jan 24, 2018 11:21:52 AM

Jan 24 2018 11:21:57 AM


Jan 24 2018 11:22:02 AM

Jan 24 2018 11:22:11 AM

Jan 24 2018 11:22:24 AM

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4147775 OR BK 3824 PAGE 2426, Recorded 01/07/2016 at 09:06 AM

City of Fort Pierce
Notice of Unsafe Building
Affidavit

Date: 12/17/2015

Property Address: 429 N 14TH ST Tax ID#: 2409-503-0048-000/3 Case#: 08-1734

Legal Description: GOLDSMITH'S S/D BLK 4 LOTS 7, 8 AND 9 (OR 3487-795)

Owner(s): CAPITAL MADE EZ LLC
Mailing Address: 2676 SW 129TH TERR
PEMBROKE PINES FL 33027

This NOTICE certifies that the above property, building, structure or premise is unsafe and the owner (s) of record has been properly served.

Marc Meyers
Building Official, City of Fort Pierce, Florida

MECHELLE J. ARBUZOW
Notary Public - State of Florida
My Comm. Expires May 30, 2017
Commission # FF 17607
Bonded Through National Notary Assn.

State of Florida, County of St. Lucie

The foregoing instrument was acknowledged before me this 17 day of December, 20 15,

by Marc Meyers who is personally known to me.

Mechelle Arbuzow
Signature of Notary

Mechelle Arbuzow
Print Name of Notary

Attachment: Notice of Unsafe Building Letter

This certificate shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

COMPLIANCE CERTIFICATION

Corrective action has been taken and the building, structure or premise is no longer unsafe in regards to the attached **Notice of Unsafe Building Letter.** Said certificate being recorded in **OR Book** _____ **Page** _____, **Dated** _____ **in Record of certificate #** _____, **in the office of the Clerk of the Circuit Court of St. Lucie County, Florida.**

The structure has been repaired or demolished.

_____ Date

_____ Building Official, City of Fort Pierce, Florida

State of Florida, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,

by _____ who is personally known to me.

_____ Signature of Notary

_____ Print Name of Notary

Prepared by and Return to: **City of Fort Pierce**
Building Department
P O Box 1480
Fort Pierce FL 34954

MAYOR
LINDA HUDSON

COMMISSIONERS
RUFUS ALEXANDER III
EDWARD BECHT
REGINALD SESSIONS
TOM PERONA

CITY MANAGER
NICHOLAS MIMMS

BUILDING OFFICIAL
MARC MEYERS

CITY OF FORT PIERCE
Florida

BUILDING DEPARTMENT
100 N. U.S. 1 - P.O. BOX 1480
FORT PIERCE, FLORIDA 34954
TEL. (772)467-3000 FAX (772) 467-3849

December 16, 2015 Tax ID #: 2409-503-0048-000/3 Case #: 08-00001734

CAPITAL MADE EZ LLC
2676 SW 129TH TERR
PEMBROKE PINES, FL 33027

RE: 427 N 14th St. (Building 2) & 427 N 14th St. Rear (Building 3)

Pursuant to the City of Fort Pierce Code of Ordinances and the International Property Maintenance Code (IPMC) s. 108, the property located at the above referenced location has been found to be unsafe and is in violation of the following:

Section: 5-1.101.2.1- Unsafe Building- Both buildings 2 and 3 are hereby declared unsafe.
Section: 5-1.105.1- Permit Required- Permit 14-239 for building 3 was never issued despite work taking place.
Section: 5-1.105.4.1.2- Expired Permit- Permit 14-238 for building 2 has expired.
IPMC 108.1.3- Structure Unfit for Human Occupancy- Current condition of these buildings is uninhabited.
IPMC 304.1- Exterior Structure- Severely damaged walls exist.
IPMC 304.5- Foundation Walls- Foundation walls are damaged.
IPMC 304.10- Stairways, Decks, Porches & Balconies- Porches have rotten wood, stairways are unstable.
IPMC 304.13- Windows, Doors & Frames- Windows doors and frames are damaged.
IPMC 304.15- Exterior Doors- Exterior doors and door frames are unsafe.
IPMC 305.2- Structural Members- Structural members are damaged and/or missing.
IPMC 305.3- Interior Surfaces- Interior surfaces are damaged and/or missing.
IPMC 305.4- Walking Surfaces- Walking surfaces are missing.
IPMC 504.1- Plumbing Fixtures- Plumbing fixtures are missing.
IPMC 505.1- Water System- Structures are not currently connected to the water system.
IPMC 602.2- Residential Heat Supply- Heat must be installed in both structures.
IPMC 603.1- Mechanical Equipment- Water heater and other mechanical equipment must be installed to code.
IPMC 605.1- Electrical Equipment- Electrical wiring and equipment must be installed to code.
IPMC 704.1- Fire Protection Systems- Smoke alarms are missing.

The buildings/structures are condemned and repair/rehabilitation permits shall be applied for/renewed within 30 days. If the buildings or structures are to be repaired, drawings prepared by a Florida licensed engineer or architect addressing any and all deficiencies will be required with the building permit application unless otherwise approved by the Building Official.

The buildings or structures have been ordered vacated and posted to prevent further occupancy until work is completed and the final inspection has been approved. **If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.**

Any person having any legal interest in the property may appeal this notice by the Building Official to the Construction Board of Adjustments and Appeals (CBAA); such appeal shall be in writing in the form specified in the Rules of Procedure of the CBAA and shall be filed with the Building Official within 20 calendar days from the

File Name: C0062722

date of this notice with a $200 fee. Failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.

Should you have questions regarding this matter, you may contact my office at (772) 467-3722.

Sincerely,

Marc Meyers
Building Official

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

Notice of Unsafe Building
Affidavit

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4406265 02/28/2018 12:18:26 PM
OR BOOK 4102 PAGE 1244 - 1250 Doc Type: NOT
RECORDING: $61.00

Case#: 18-0569

Property Address: 427 N 14TH ST - BLDG #3

Tax ID#: 2409-503-0048-000/3

Legal Description: GOLDSMITH`S S/D BLK 4 LOTS 7, 8 AND 9 (OR 3487-795)

Owner(s): CAPITAL MADE EZ LLC
2676 SW 129TH TERR
PEMBROKE PINES, FL 33027

This AFFIDAVIT certifies that the above property, building, structure or premise is unsafe and the owner(s) of record has been properly served.

2/26/18
Date

Margaret M. Arraiz, City of Fort Pierce, Florida

Attachment: Notice of Unsafe Building Letter

This Affidavit replaces the Notice of Unsafe Building Affidavit recorded in Book 3824 Page 2426. This Affidavit shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

State of Florida, County of St. Lucie

The foregoing instrument was acknowledged before me this 27th day of February, 2018, by Margaret M. Arraiz who is personally known to me.

Colleen Greer
Signature of Notary

COLLEEN GREER
Notary Public - State of Florida
Commission # GG 013803
My Comm. Expires Nov 13, 2020
Bonded through National Notary Assn.

stamp

C0076817

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

February 26, 2018

Case #: 18-00000569

CAPITAL MADE EZ LLC
2676 SW 129TH TERR
PEMBROKE PINES, FL 33027

RE: Address: 427 N 14TH ST - BLDG #3
Tax ID #: 2409-503-0048-000/3

Pursuant to the City of Fort Pierce Code of Ordinances and the International Property Maintenance Code (IPMC) s. 108, the property located at the above referenced location has been found to be unsafe and is in violation of the following:

108.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy.

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.5 Dangerous structure or premises.

For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

C0076818

Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende ingles consiga traducción inmediatamente.
Atansyon: Dokuman sa impòtan an rapò avek droi è responsablitè ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun póu nou espliké sa tou suit.

5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

304.1 Exterior structure – General.

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.

304.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;

5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;

6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;

304.2 Protective treatment.

Exterior surfaces, including but not limited to , doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to ruse or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.3 Address identification.

Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position to be visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numerals or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

304.4 Structural members.

All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.6 Exterior walls.

All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.13.1 Glazing.

All glazing materials shall be maintained free from cracks and holes.

304.15 Doors.

All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3. 304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

305.1 General.

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

4. Structural members are incapable of supporting nominal loads and load effects;

305.2 Structural members.

All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces.

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces.

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

502.1 Dwelling units.

Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

504.1 General.

All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

505.1 General.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

505.3 Supply.

The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities.

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

506.2 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

605.1 Installation.

All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

704.2 Single- and multiple-station smoke alarms.

Single-and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

The building, structure, or premise is condemned and shall be demolished within 30 days. The building or structure has been posted with a Condemned placard and ordered vacated to prevent further occupancy until work is completed and the final inspection has been approved. The demolition of the building or structure must fully comply with all local ordinances and the currently adopted Florida Building Code (FBC). **If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with the City of Fort Pierce Charter and all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.**

Should you have questions regarding this matter, you may contact my office at (772) 467-3720.

Sincerely,

Margaret M. Arraiz
Code Compliance Manager
City of Fort Pierce

In addition to the party listed above, a copy of this notice has been provided by certified mail to the following:

CHRISTOPHER D PATTERSON
2676 SW 129 TERRACE
PEMBROKE PINES, FL 33027

MARLEX PROPERTY MANAGEMENT LLC
PO BOX 278796
PEMBROKE PINES, FL 33027

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

AFFIDAVIT OF POSTING - PLACARD

CASE NO: 18-0569

RE: 427 N 14TH ST REAR BLDG #3

BEFORE ME, the undersigned authority, personally appeared Heather Debevec, Code Enforcement Officer for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That the property listed above was posted with a CONDEMNED placard in accordance with the International Property Maintenance Code Section 108.4.

FURTHER AFFIANT SAYETH NOT.

DATED this 27 day of February, 208.

Heather Debevec, Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

this 27th day of February, 2018.

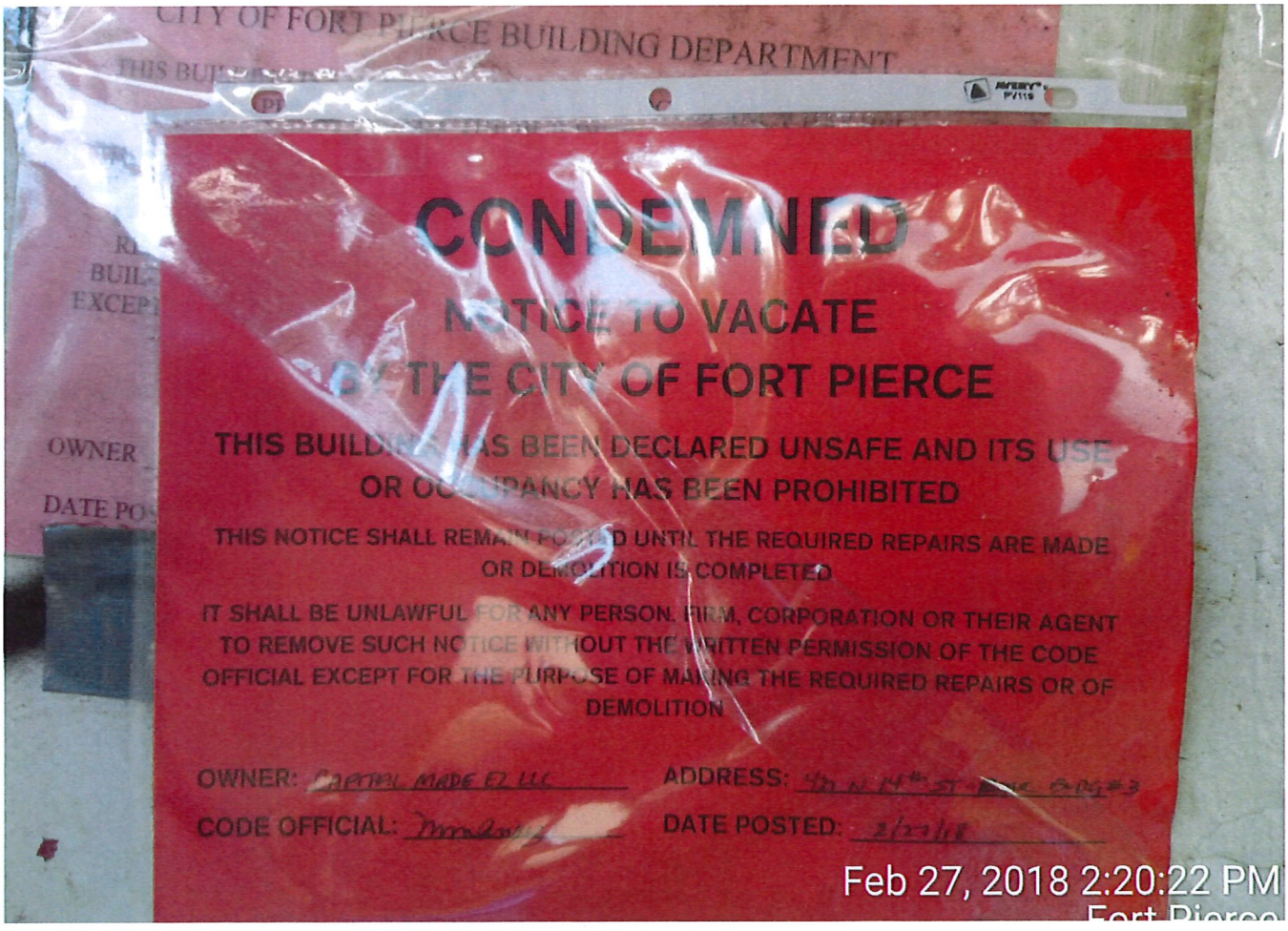
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

MARGARET M. ARRAIZ
Notary Public - State of Florida
My Comm. Expires Jun 7, 2018
Commission # FF 091947

C0076821

427
Feb 27, 2018 2:17:47 PM


CITY OF FORT PIERCE BUILDING DEPARTMENT
CONDEMNED
NOTICE TO VACATE
BY THE CITY OF FORT PIERCE
THIS BUILDING HAS BEEN DECLARED UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED
THIS NOTICE SHALL REMAIN POSTED UNTIL THE REQUIRED REPAIRS ARE MADE OR DEMOLITION IS COMPLETED
IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION OR THEIR AGENT TO REMOVE SUCH NOTICE WITHOUT THE WRITTEN PERMISSION OF THE CODE OFFICIAL EXCEPT FOR THE PURPOSE OF MAKING THE REQUIRED REPAIRS OR OF DEMOLITION
OWNER: CAPITAL MADE FL LLC
ADDRESS:
CODE OFFICIAL:
DATE POSTED:
Feb 27, 2018 2:20:22 PM

CONDEMNED

NOTICE TO VACATE

BY THE CITY OF FORT PIERCE

THIS BUILDING HAS BEEN DECLARED UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED

THIS NOTICE SHALL REMAIN POSTED UNTIL THE REQUIRED REPAIRS ARE MADE OR DEMOLITION IS COMPLETED

IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION OR THEIR AGENT TO REMOVE SUCH NOTICE WITHOUT THE WRITTEN PERMISSION OF THE CODE OFFICIAL EXCEPT FOR THE PURPOSE OF MAKING THE REQUIRED REPAIRS OR OF DEMOLITION

OWNER: CAPITAL MADE EZ LLC

ADDRESS: 421 N 14th ST - REAR BLDG #3

CODE OFFICIAL: [signature]

DATE POSTED: 2/27/18

Jan 24, 2018 11:21:57 AM
Fort Pierce

Jan 24, 2018 11:22:02 AM
Fort Pierce

Jan 24, 2018 11:22:11 AM
Fort Pierce

Jan 24, 2018 11:22:24 AM
Fort Pierce

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Aug 9, 2018 9:08:43 AM
Fort Pierce

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Aug 9, 2018 9:09:26 AM
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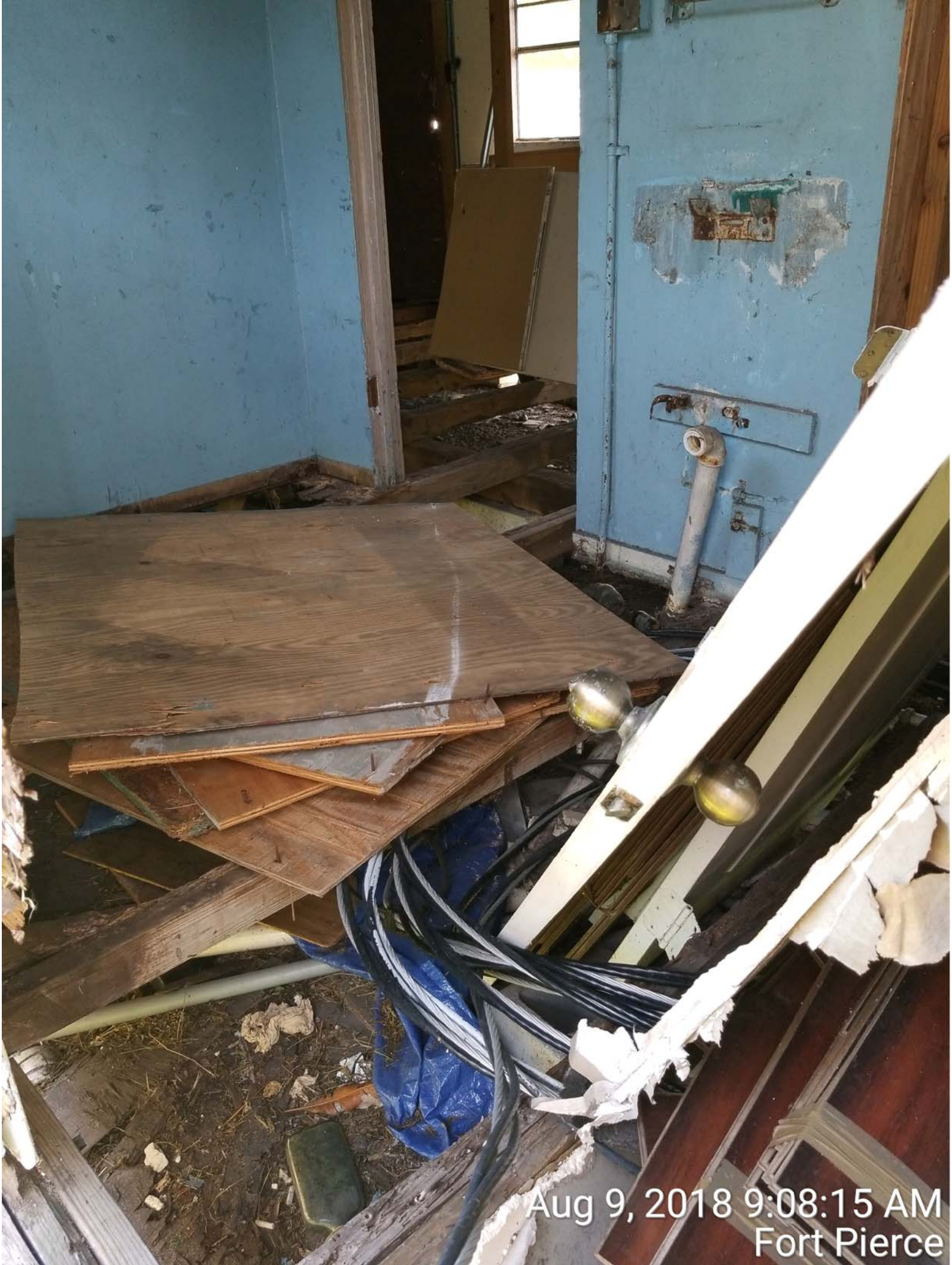
Fort Pierce


Aug 9, 2018 9:08:15 AM
Fort Pierce

Aug 9, 2018 9:08:25 AM
Fort Pierce

Aug 9, 2018 9:08:31 AM
Fort Pierce

Aug 9, 2018 9:08:38 AM
Fort Pierce

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Christopher D Patterson
2676 SW 129th Terr
Pembroke Pines, FL 33027

COND 427 N 14th St Case #18-0569

mailed: 28-Feb-2018

9590 9402 2610 6336 2668 54

2. Article Number *(Transfer from service label)*

7015 1730 0000 9361 2120

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* M. Patterson C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
MAR 28 2018
CODE ENFORCEMENT
CITY OF FT. PIERCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery
(over $500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Capital Made EZ LLC
2676 SW 129th Terr
Pembroke Pines, FL 33027

COND 427 N 14th St Case #18-0569

mailed: 28-Feb-2018

9590 9402 2610 6336 2668 30

2. Article Number *(Transfer from service label)*

7015 1730 0000 9361 2144

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* M. Patterson C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
MAR 28 2018
CODE ENFORCEMENT
CITY OF FT. PIERCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Marlex Property Management LLC
PO Box 278796
Pembroke Pines, FL 33027

COND 427 N 14th St Case #18-0569

mailed: 28-Feb-2018

9590 9402 2610 6336 2668 47

2. Article Number *(Transfer from service label)*

7015 1730 0000 9361 2137

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* M. Patterson C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
MAR 28 2018
CODE ENFORCEMENT
CITY OF FT. PIERCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery
(over $500)

Condemnation for Demolition – Property Status Statement

Description	Status	Notes:
Homestead Status	Non-homesteaded	Confirmed with Property Appraiser and Tax Collector on 08/20/2018
Occupancy	Not occupied – vacant	
Prior attempts by owner to remedy violation	None	
Additional code enforcement activity at the property	One active code violation	Non-operable vehicles
Historic Property	Yes	Scheduled to be heard in September
Utilities	None	
Title Search Completed	Yes	Two parties identified – a tax certificate holder and the FPUA. Both provided notice.

RESOLUTION NO. 18-R41

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **427 N 14TH ST – LEFT REAR UNIT AKA BUILDING #3** IN FORT PIERCE, FLORIDA IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE **SHALL BE CONDEMNED AND DEMOLISHED**; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO AFFECT SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Charter for the City of Fort Pierce, Florida provides the City Commission the authority to declare a building or structure unsafe and require its removal or destruction; and

WHEREAS, a public hearing was held before the City Commission on this date, September 4, 2018, to determine if the building or structure located at 427 N 14TH ST – LEFT REAR UNIT AKA BUILDING #3 is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community; and

WHEREAS, all parties with interest to the property were properly provided notice of the hearing and given the opportunity to show cause why the structure should not be condemned; and.

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

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

427 N 14TH ST
GOLDSMITH`S S/D BLK 4 LOTS 7, 8 AND 9 (OR 3487-795)
2409-503-0048-000/3

Is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community and shall be condemned in accordance with the Charter of the City of Fort Pierce and order its removal by demolition in accordance with the time frames and regulations outlined in the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, were provided the opportunity to be heard and to show cause why said building or structure should not be condemned and its removal or destruction required.

CAPITAL MADE EZ LLC
2676 SW 129TH TERR
PEMBROKE PINES, FL, 33027

SECTION 3. The hereinbefore named persons, firms, or corporations are responsible for the removal or demolition of the building or structure and should such parties fail to demolish the building or structure as required by order of the City Commission, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien upon said property.

SECTION 4. The hereinbefore named persons, firms, or corporations shall have the right to appeal this resolution to the Circuit Court of St. Lucie County, within thirty (30) days of the effective date of this resolution pursuant to the Florida Rules of Appellate Procedure.

SECTION 5. A certified copy of this resolution shall be mailed by registered or certified mail to the hereinbefore named persons, firms, or corporations, by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

City Commission Regular Meeting **12.e.**

Meeting Date: 09/04/2018

Re: Zoning Atlas Map Amendment - BHT Properties - 3800 Selvitz Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-025 Rezoning the property generally located at 3800 Selvitz Road, from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning). SECOND READING

SUMMARY:

- The subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street. The subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City.
- Three of the seven parcels annexed were designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial zoning classification until several years after annexation, in December, 2008 via Ordinance L-63. In the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has retained the St. Lucie County IH, Industrial Heavy designation.
- The applicant is requesting the review and approval of a Zoning Atlas Amendment (Rezoning) from IH, Industrial Heavy (SLC Classification) to I-3, Heavy Industrial (Fort Pierce).

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Planning Staff Report
Ordinance # 18-025
Application & Supporting Documents
Aerial Map
Zoning Map
TRC Comments
Public Certification Notification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/15/2018 10:59 AM

Form Started By: Brandon Creagan
Started On: 08/08/2018 10:02 AM
Final Approval Date: 08/22/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for a Zoning Atlas Amendment (Rezoning)**
IH, Industrial Heavy (County) to I-3, Heavy Industrial (City)
BHT Properties - 3800 Selvitz Road

DATE: August 8, 2018

STAFF REPORT

Property Owner/Applicant:
BHT of Florida 4008 LLC
5081 SW 48th Street, Suite 103
Davie, FL 33314

Representative:
Patrick J. Ferland, PE
2980 S. 25th Street
Fort Pierce, FL 34981

Requested Action:
Approval to rezone the subject property from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning)

Site Location:
3800 Selvitz Road

Parcel IDs:
2432-122-0001-000-5

Existing Use:
Vacant

Parcel Size:
24.13 Acres

Current Zoning:
Industrial Heavy (IH) – St. Lucie County Zoning

Future Land-Use
Heavy Industrial (HI)

Proposed Zoning:
Heavy Industrial (I-3)

Surrounding Zoning:

North	East	South	West
I-3	PD	IH	IH

Staff Analysis:

Request

In accordance with Sections 22-128 & 22-143 of the City Code, the applicant is requesting the review and approval of a Zoning Atlas Amendment (Rezoning) from IH, Industrial Heavy (SLC Classification) to I-3, Heavy Industrial. The subject property is currently zoned IH, Industrial Heavy, which is a St. Lucie County zoning designation held since the time of annexation. The applicant would like to rezone that property so that it is compatible with the City of Fort Pierce Comprehensive plan. The applicant would like to develop the property for an industrial purpose in the future. As it currently stands the property cannot be developed because the property holds a St. Lucie County zoning designation and from a planning and zoning standpoint the City is not able to regulate County zoning. Therefor a rezoning must occur so that the City can properly regulate development on the property under City zoning regulations. Most of the area around the subject has either a St. Lucie County IH, Industrial Heavy zoning designation or a City of Fort Pierce I-3, Heavy Industrial zoning designation.

Background & Project Summary

The subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street. The subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City.

Three of the seven parcels annexed were designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial zoning classification until several years after annexation, in December, 2008 via Ordinance L-63. In the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has retained the St. Lucie County IH, Industrial Heavy designation.

Future Land Use Designation & Comprehensive Plan

The subject site has a future land use designation of Heavy Industrial (HI). This designation is intended for parcels suitable for industrial development, to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; large business parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum Floor Area Ratio (FAR) of 2.0.

The requested zoning designation is consistent with the Future Land Use element of the Comprehensive Plan.

Standards for Review

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the comprehensive plan;
(2) The amendment will not have an adverse effect on the ability of the city to:

a. Satisfy land and water use needs; and
b. Meet transportation demands and provide community facilities and services; and

(3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan, holding a future land use designation of Heavy Industrial (HI). Furthermore, the amendment should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the designation of lands; when location and characteristics are appropriate, to provide manufacturing and processing facilities, distribution facilities, warehousing, and intensive commercial uses to promote the City's position as a major employment center. Specific uses and developments shall comply with established land development regulations, and seek to ensure minimal impacts to neighboring uses or districts.

Technical Review Committee:

All affected City Departments have reviewed the proposed Application for Zoning Atlas Map Amendment 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.

Planning Board:

At their meeting on July 10, 2018 the Planning Board voted 6-0 to approve the request as presented.

Public Notification:

14 letters were sent out to property owners within 500 feet of the subject property. As of August 8, 2018 no letters have been returned, an update will be given at the City Commission meeting.

Staff Recommendation:

The requested Application for Zoning Atlas Amendment meets the criteria specified in Section 22-131 of the 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 the request along with Ordinance 18-025.

ORDINANCE NO. 18-025

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** THE PROPERTY GENERALLY LOCATED AT **3800 SELVITZ ROAD**, FROM IH, INDUSTRIAL HEAVY (ST. LUCIE COUNTY ZONING), TO I-3, HEAVY INDUSTRIAL (CITY OF FORT PIERCE); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is located at 3800 Selvitz Road, within the City of Fort Pierce, Florida, representing 23.98 Acres of land; and

WHEREAS, the subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street; and

WHEREAS, the subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City; and

WHEREAS, three of the seven parcels annexed were designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial zoning classification until several years after annexation, in December, 2008 via Ordinance L-63; and

WHEREAS, in the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has retained the St. Lucie County IH, Industrial Heavy designation; and

WHEREAS, the subject site is presently designated IH, Industrial Heavy (St. Lucie County Zoning); and

WHEREAS, the applicant seeks rezoning of the subject site, Parcel ID: 2432-122-0001-000-5, from IH, Industrial Heavy (St. Lucie County Zoning) to HI, Heavy Industrial (City of Fort Pierce Zoning); and

WHEREAS, the proposed zoning atlas amendment (rezoning) is consistent with the comprehensive plan, and will not have an adverse effect on the ability of the city to satisfy land and water use needs, and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 22-131; and

WHEREAS, the City of Fort Pierce Planning Board, at their July 10th, 2018 meeting, voted 6 to 0 to recommend approval of the proposed Zoning Atlas Amendment for Ordinance 18-025.

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

SECTION 1. From and after the effective date hereof, the following property is shown on Exhibit A and is legally described as:

3800 Selvitz Road, Parcel ID: 2432-122-0001-000-5

LEGAL DESCRIPTION:
32 35 40 THAT PART OF SEC MPDAF: BEG NW COR OF NE 1/4 OF SEC, TH N 85 18 27 E ALG N LI OF SEC 690.53 FT, TH S 00 34 35 W 683.26 FT, TH S 89 49 02 W

1626.43 FT, TH N 00 10 58 W 629.97 FT TO N LI OF SEC, TH NELY ALG N LI TO POB (24.127 AC- 1,050,972 SF) (OR 4104-373: 4131-1087)

Shall be and the same is hereby rezoned from IH, Industrial Heavy (St. Lucie County Zoning), to I-3, Heavy Industrial (City of Fort Pierce); said property being located at 37800 Selvitz Road in Fort Pierce, Florida.

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

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

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

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-025 was duly advertised by title only in the St. Lucie News Tribune on August 5, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 20th, 2018; and was duly introduced, read by title only, and passed on second and final reading September 3rd, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 3rd day of September, 2018.

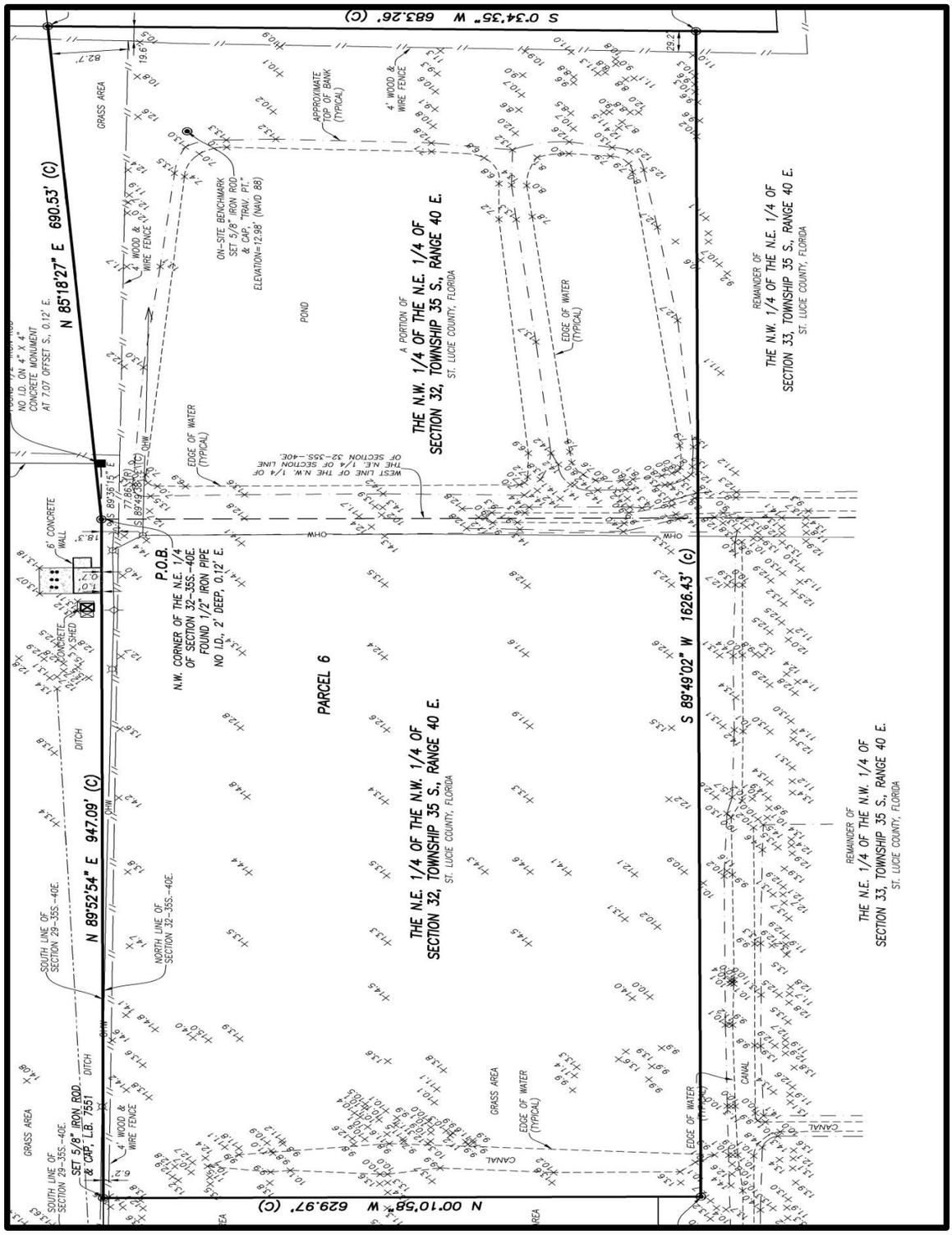
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST:

(CITY SEAL)

_____
Linda W. Cox
CITY CLERK

EXHIBIT A
Sketch & Legal Description of Subject Property



Parcel ID: 2432-122-0001-000-5
LEGAL DESCRIPTION:
32 35 40 THAT PART OF SEC MPDAF: BEG NW COR OF NE 1/4 OF SEC, TH N 85 18 27 E ALG N LI OF SEC 690.53 FT, TH S 00 34 35 W 683.26 FT, TH S 89 49 02 W 1626.43 FT, TH N 00 10 58 W 629.97 FT TO N LI OF SEC, TH NELY ALG N LI TO POB (24.127 AC- 1,050,972 SF) (OR 4104-373: 4131-1087)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ZONING ATLAS MAP AMENDMENT

Application submission shall include the following:

- TRC (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- Planning Board: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- City Commission: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

x	Warranty Deed & Legal Description
x	St. Lucie County Property Record Card
x	Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
x	Current Survey
n/a	Environmental Study
n/a	Traffic Impact Report
x	*** Capacity Analysis-Separate Form
n/a	Drainage Analysis
n/a	Historical Report
x	1 CD of all documents submitted in PDF
	Other

1. Property Address/Location: East of Selvitz Road, south of 3798 Selvitz Road, Ft. Pierce, Florida 34981

   Legal Description: SEE ATTACHED

2. Property Tax ID(s): 2432-122-0001-000-5 | xxxx-xxx-xxxx-xxx/x | xxxx-xxx-xxxx-xxx/x | xxxx-xxx-xxxx-xxx/x | xxxx-xxx-xxxx-xxx/x | xxxx-xxx-xxxx-xxx/x

3. Total Acreage: 23.98 Acres 1,044,664 Sq Ft

4. Existing Future Land Use Designation: HI (Heavy Industrial)

5. Existing Zoning Classification: IH (St. Lucie County Zoning Designation)

6. Proposed Zoning Classification: I-3 (Heavy Industrial)

7. Other applications being submitted concurrent with this application, if any: No

8. Describe the existing uses, improvements and structures on the amendment lands:

Site is currently vacant. The subject site was formerly part of the old Cargill Industries, citrus processing/grove use.

9. Are there any identified or possible historical structures on the amendment lands? No.

10. The reason for making this request:

Purpose of the requested change in zoning is to place the described property into a conforming City of Ft. Pierce Zoning Category in order to allow for future uses consistent with City Zoning Use/Activity Classifications

11. Capacity Analysis:

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Industrial	Heavy Industrial (HI))	I3 (Industrial Heavy)
South	Industrial	Heavy Industrial (HI))	I3 (Industrial Heavy)
East	Residential & Ft. Pierce Central High School	Low Density Residential (RM)	PD – Planned Development R4 - Medium Density Residential
West	Misc. Industrial Uses	Heavy Industrial (HI))	R4 - Medium Density Residential

	Future Land Use Classification	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current **Current**	Heavy Industrial (HI)	IH (St. Lucie County Zoning Designation)	190,000 sq ft (estimated @ 15,000 sf/acre) subject to site design & permitting	23.9 (gross) 13.0 (net)	X
Proposed	Heavy Industrial (HI)	I-3 (Heavy Industrial)	190,000 sq ft (estimated @ 15,000 sf/acre) subject to site design & permitting	23.9 (gross) 13.0 (net)	X

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	Total gallons per day	24,375 gpd (maximum bldg. sq feet assumed at 195,000 sq ft)
Proposed Zoning	Total gallons per day	24,375 gpd (maximum bldg. sq feet assumed at 195,000 sq ft)
Change in Demand	**Total gallons per day**	0 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	Total gallons per day	19,500 gpd (maximum bldg. sq feet assumed at 19,500 sq ft)
Proposed Zoning	Total gallons per day	19.500 gpd (maximum bldg. sq feet assumed at 19,500 sq ft)
Change in Demand	**Total gallons per day**	0 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	0	0	0
Urban District	5 acres per 1,000 people	0	0	0
Community	2.5 acres per 1,000 people	0	0	0
Neighborhood	1.36 acres per 1,000 people	0	0	0

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	n/a	n/a
City	n/a	n/a
Distance	n/a	n/a
Current Zoning Enrollment Demand	n/a	n/a
Proposed Zoning Enrollment Demand	n/a	n/a
Change in Demand	n/a	n/a

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning	IH (St. Lucie County Zoning Designation)
Proposed Zoning	I-3 (Heavy Industrial)
Change in Demand	0

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	The proposed change in zoning will not, by itself result in any change in potential levels of impervious surfaces. Both the current County industrial and the proposed City industrial classification provide for similar lot coverage's with impervious areas.

G. Transportation Analysis:

Most recent ITE Code for use; HCM Roadway Capacity

	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum (ITE 120) (sq ft)	Maximum (ITE 120) (pm peak)
Current Zoning	IH (St. Lucie County Zoning Designation)	IH (St. Lucie County Zoning Designation)
Proposed Zoning	I-3 (Heavy Industrial)	I-3 (Heavy Industrial)
Trips	185 trips	84 trips
Change in Demand	0 Trips	0 Trips
Impact to Capacity	none	none

****

12. Name of Owner(s): BHT of Florida 4008, LLC

Mailing Address: 5081 SW 48th Street, Ste 103

City Davie

State Florida Zip 3314

Phone # E-mail:

Name of Owner(s):

Mailing Address:

City

State Zip

Phone # E-mail:

13. Name of Applicant : BHT of Florida 4008, LLC

Mailing Address: 5081 SW 48th Street, Ste. 103

City Davie

State Florida Florida 33314

Phone # E-mail:

14. Name of Representative: Patrick J. Ferland, PE

Mailing Address: 2980 South 25th Street

City Ft. Pierce

State Florida Zip: 34981

Phone # 772-464-3537 E-mail: Pferland@ct-eng.com

SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY OF: **3798 SELVITZ ROAD, FORT PIERCE, FL.**

LEGEND:

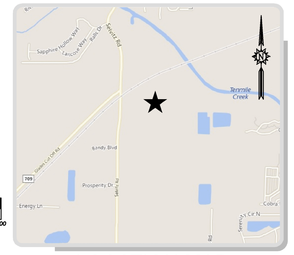
S.L.C.R.	ST. LUCIE COUNTY RECORDS
L.B.	LICENSED BUSINESS
(C)	CALCULATED
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
ID.	IDENTIFICATION
P.O.B.	POINT OF BEGINNING
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.P.	CORRUGATED METAL PIPE
-OHW-	OVERHEAD WIRES
L.S.	LICENSED SURVEYOR
+13.97'	SURFACE ELEVATION

LEGEND:

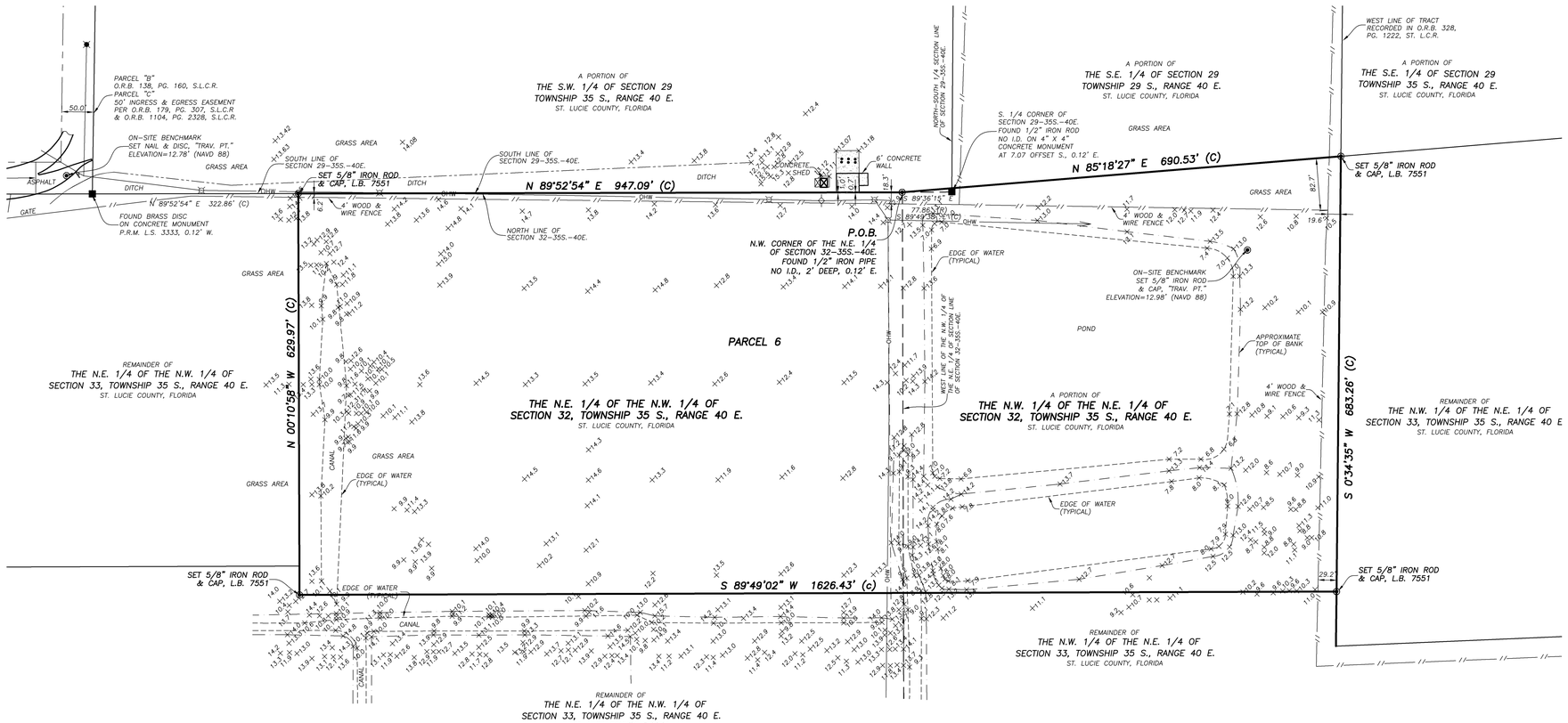
N.S.L.R.W.C.D.	NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
TRAV. PT.	TRAVERSE POINT
	WOOD LIGHT POLE
	GUY ANCHOR
	WIRE PULL BOX
	CONCRETE POWER POLE
	WOOD POWER POLE

SCALE: 1" = 100'

GRAPHIC SCALE 0 25 50 100 200



LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION: (PARCEL 6)

A PARCEL OF LAND BEING A PORTION OF THE NE 1/4 OF THE NW 1/4 AND A PORTION OF THE NW 1/4 OF THE NE 1/4 BOTH IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE NE 1/4 OF SAID SECTION 32;

THENCE NORTH 85°18'27" EAST, ALONG THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE OF 690.53 FEET;

THENCE SOUTH 00°34'35" WEST, A DISTANCE OF 683.26 FEET;

THENCE SOUTH 89°49'02" WEST, A DISTANCE OF 1,626.43 FEET;

THENCE NORTH 00°10'58" WEST, A DISTANCE OF 629.97 FEET TO THE NORTH LINE OF SAID SECTION 32;

THENCE NORTH 89°52'54" EAST, ALONG SAID NORTH LINE OF SECTION 32, A DISTANCE OF 947.09 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY AND CONTAINING 23.98 ACRES (1,044,664 SQUARE FEET), MORE OR LESS.

SURVEY NOTES:

1. *THIS SURVEY REPRESENTS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED BY STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.*
2. *THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N.89°52'54"E., ALONG THE NORTH LINE OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND REFER TO THE FLORIDA STATE PLANE COORDINATES SYSTEM, EAST ZONE 1983 (1990) ADJUSTMENT.*
3. *THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X, AS SHOWN IN FLOOD INSURANCE RATE MAP NUMBER 12111C 0188 J, COMMUNITY NUMBER 120286, CITY OF FORT PIERCE, ST. LUCIE COUNTY. MAP REVISED DATE: FEBRUARY 16, 2012.*
4. *THE PROPERTY SHOWN HEREON CONTAINS AN AREA OF 23.98 ACRES (1,044,664 SQUARE FEET), MORE OR LESS.*
5. *THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.*
6. *THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS A REPRESENTATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.*
7. *THE SURVEYOR DID NOT INSPECT THE PROPERTY SHOWN HEREON FOR ENVIRONMENTAL HAZARDS.*
8. *TREES, ORNAMENT PLANTS, LANSCAPING, IRRIGATION EQUIPMENT AND LANDSCAPING NOT LOCATED OR SHOWN HEREON. FENCES AND WALL DIMENSIONS ARE APPROXIMATE. THE SURVEYOR DID NOT DETERMINE OWNERSHIP OF FENCES AND WALLS.*
9. *THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY EXACTA COMMERCIAL SURVEYORS, INC. EXACTA HAS TAKEN ALL REASONABLE STEPS TO ENSURE THE ACCURACY OF THIS DOCUMENT. WE CANNOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE BY OTHERS AFTER IT LEAVES OUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY (WHICH BEARS THE RAISED SURVEYOR'S CERTIFICATION SEAL IF APPLICABLE) TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS AND/OR MODIFICATIONS HAVE NOT BEEN MADE. EXACTA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR REVIEWED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT EXACTA DIRECTLY FOR VERIFICATION OF ACCURACY.*
10. *BUILDING DIMENSIONS WERE MEASURED AT GROUND LEVEL AND ARE OVERALL. ARCHITECTURAL DETAILS MAY NOT BE SHOWN.*
11. *ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
12. *EXACTA COMMERCIAL SURVEYORS, INC., DID NOT SEARCH THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS AFFECTING THE PROPERTY BEING SURVEYED. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.*
13. *THE ELEVATIONS SHOWN HEREON ARE BASED ON A ST. LUCIE COUNTY BENCHMARK "ROGER" AND REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE MARK IS A CONTROL DISK SET IN CONCRETE, 42 FEET PLUS OR MINUS EAST OF THE EAST EDGE OF PAVEMENT OF SELVITZ ROAD AND 10 FEET PLUS OR MINUS NORTHEAST OF A WOOD UTILITY POLE, 3 FEET PLUS OR MINUS WEST OF THE CORNER POST OF A 6 FOOT CHAIN-LINKED FENCE, MARK IS LOCATED AT THE INTERSECTION OF GLADES CUTOFF AND SELVITZ ROADS. ELEVATION=13.68'.*

CERTIFIED TO:

GEORGE L. SOUTHWORTH, AS TRUSTEE OF THE GEORGE L. SOUTHWORTH REVOCABLE TRUST DATED FEBRUARY 17, 2006, AS AMENDED; OLD PALM TITLE, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY.

CERTIFICATE:

THIS IS TO CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____

JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6080
STATE OF FLORIDA

EXACTA COMMERCIAL SURVEYORS, INC. L.B. 7551
email:javier@exactacomm.com

TEL. NO> 561-314-0769 FAX No. 561-314-0770
ECS EXACTA COMMERCIAL SURVEYORS, INC.
L.B. 7551
3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY
A PORTION OF THE N.E. 1/4 OF THE N.W. 1/4 & A PORTION OF THE N.W. 1/4 OF THE N.E. 1/4 SECTION 32, TOWNSHIP 35 S., RANGE 40 E.
ST. LUCIE COUNTY, FLORIDA
3798 SELVITZ ROAD, FORT PIERCE, FL. 34981

CLIENT: BHT PROPERTIES GROUP
DATE 03/08/18
DRWN BY JDLR
CHK'D BY J.E.C.
LAST FIELD DATE: 01/22/18
REVISIONS
JOB NO. ECS1206 TASK 6
SHEET NO. 01 **OF** 01

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

X I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

____ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature — Date: 5/29/2018

5081 SW 48TH St suite 103, Davie (Address) | FL (State) | 33314 (Zip)

305-934-1472 (Phone) | (Fax) | Yanivc@bhtpropertiesgroup.com (E-mail Address)

****

STATE Florida
COUNTY Broward

The foregoing instrument was acknowledged before me this 29 day of May 2018, by Ariel Edry who is personally known to me or who has produced _____ as identification.

Signature of Notary — Yaniv Cohen (Type or Print Name of Notary)

NOTARY PUBLIC STATE OF FLORIDA
Yaniv Cohen
COMMISSION # FF158720
EXPIRES: Sept. 10, 2018
WWW.AARONNOTARY.COM

Commission Number (Seal)

[go to next page]

16. Property Owners 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 for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

BHT Of Florida 4008 LLC		5/29/2018
Property Owners Name (Please Print)	Property Owners Signature	Date

5081 SW 48TH St suite 103, Davie	FL	33314
Address	State	Zip

305-934-1472		Yanivc@bhtpropertiesgroup.com
Phone	Fax	E-mail Address

****

STATE Florida
COUNTY Broward

The foregoing instrument was acknowledged before me this 29 day of May 2018 by Ariel Edry who is personally known to me or who has produced _____ as identification.

Signature of Notary

Yaniv Cohen
Type or Print Name of Notary

NOTARY PUBLIC STATE OF FLORIDA
Yaniv Cohen
COMMISSION # FF158720
EXPIRES: Sept. 10, 2018
WWW.AARONNOTARY.COM

Commission Number (Seal)

OFFICE USE:

Date Received _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

LEGAL DESCRIPTION

LEGAL DESCRIPTION: (PARCEL 6)

A PARCEL OF LAND BEING A PORTION OF THE NE 1/4 OF THE NW 1/4 AND A PORTION OF THE NW 1/4 OF THE NE 1/4 BOTH IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE NE 1/4 OF SAID SECTION 32;

THENCE NORTH 85°18'27" EAST, ALONG THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE OF 690.53 FEET;

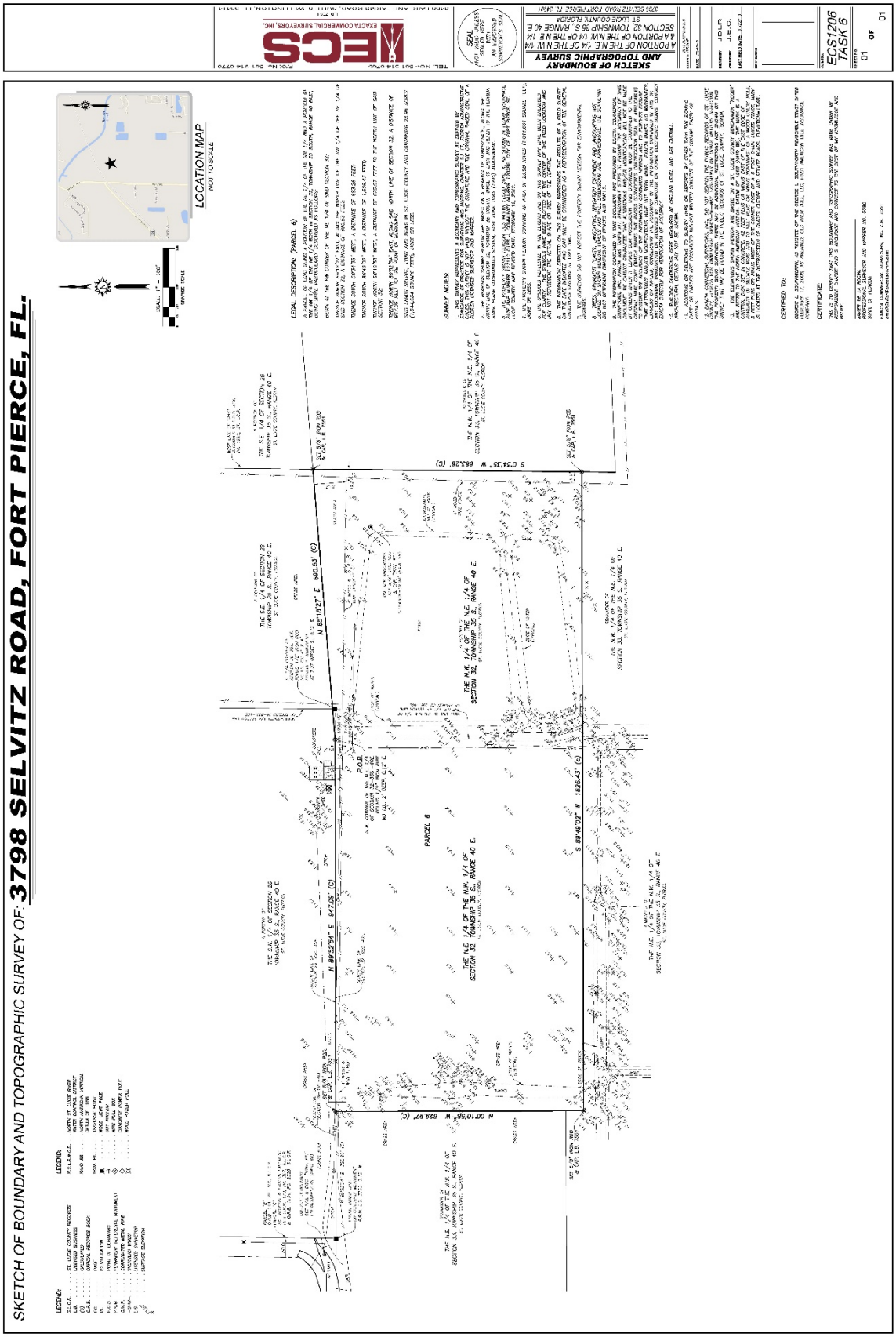
THENCE SOUTH 00°34'35" WEST, A DISTANCE OF 683.26 FEET;

THENCE SOUTH 89°49'02" WEST, A DISTANCE OF 1,626.43 FEET;

THENCE NORTH 00°10'58" WEST, A DISTANCE OF 629.97 FEET TO THE NORTH LINE OF SAID SECTION 32;

THENCE NORTH 89°52'54" EAST, ALONG SAID NORTH LINE OF SECTION 32, A DISTANCE OF 947.09 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY AND CONTAINING 23.98 ACRES (1,044,664 SQUARE FEET), MORE OR LESS.


SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY OF: 3798 SELVITZ ROAD, FORT PIERCE, FL.
SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY
A PORTION OF THE N.E. 1/4 OF THE N.W. 1/4 OF THE N.E. 1/4
A PORTION OF THE N.W. 1/4 OF THE N.E. 1/4
SECTION 32, TOWNSHIP 35 S., RANGE 40 E
ST. LUCIE COUNTY, FLORIDA
3798 SELVITZ ROAD FORT PIERCE FL. 34981
SEAL
NOT VALID UNLESS SIGNED AND SEALED
ECS
EXACTA COMMERCIAL SURVEYORS, INC.
ECS1206
TASK 6
LOCATION MAP
NOT TO SCALE
LEGEND:
LEGAL DESCRIPTION: (PARCEL 6)
SURVEY NOTES:
CERTIFIED TO:
CERTIFICATE:
PARCEL 6
P.O.B.
THE N.W. 1/4 OF THE N.E. 1/4 OF SECTION 32, TOWNSHIP 35 S., RANGE 40 E.
THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 32, TOWNSHIP 35 S., RANGE 40 E.
THE S.W. 1/4 OF SECTION 28 TOWNSHIP 35 S., RANGE 40 E
THE S.E. 1/4 OF SECTION 28 TOWNSHIP 35 S., RANGE 40 E
THE N.E. 1/4 OF SECTION 33, TOWNSHIP 35 S., RANGE 40 E
THE N.W. 1/4 OF THE N.E. 1/4 OF SECTION 33, TOWNSHIP 35 S., RANGE 40 E
N 89°52'34" E 647.09' (C)
S 89°49'02" W 1626.43' (C)
N 00°10'58" W 629.97' (C)
S 0°34'35" W 665.26' (C)
N 89°19'27" E 660.53' (C)

Property Card Page 1 of 1

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

Property Identification

Site Address: SELVITZ RD	Parcel ID: 2432-122-0001-000-5	Account #: 32986	Sec/Town/Range: 32/35S/40E
Map ID: 24/32N	Zoning: I3-Heavy I	Use Type: 6000	Jurisdiction: Fort Pierce

Ownership

BHT of Florida 4008 LLC
5081 SW 48th ST Ste 103
Davie, FL 33314

Legal Description

32 35 40 THAT PART OF SEC MPDAF: BEG NW COR OF NE 1/4 OF SEC, TH N 85 18 27 E ALG N LI OF SEC 690.53 FT, TH S 00 34 35 W 683.26 FT, TH S 89 49 02 W 1626.43 FT, TH N 00 10 58 W 629.97 FT TO N LI OF SEC, TH NELY ALG N LI TO POB (24.127 AC- 1,050,972 SF) (OR 4104-373: 4131-1087)

Current Values

Just/Market:	$2,351,740	Assessed:	$57,437
Exemptions:	$0	Taxable:	$57,437

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2017	$2,351,740	$57,437	$0	$57,437
2016	$4,452,240	$95,519	$0	$95,519
2015	$4,452,340	$90,764	$0	$90,764

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
02-26-2018	4131 / 1087	0311	SP	BHT of Florida 4008 LLC	$0
02-26-2018	4104 / 0369	0205	SP	Cargill Juice N America Inc	$1,950,000
09-30-2003	1814 / 1541	XX01	WD	Sunpure LTD,	$2,932,900

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	24.13
Land Size (SF):	1,050,972
Total Building Count:	

Special Features and Yard Items

Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2018 Saint Lucie County Property Appraiser. All rights reserved.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4434691 OR BOOK 4131 PAGE 1087, Recorded 05/11/2018 11:52:02 AM

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4407925 OR BOOK 4104 PAGE 369, Recorded 03/05/2018 10:59:42 AM Doc Tax: $13650.00

This Deed is being re-recorded to correct legal description recorded with File# 4407925 in Official Records Book 4104 Page 369, Public Records of St. Lucie County, Florida

When Recorded, Return To:
BHT of Florida 4008 LLC
5081 SW 48th Street, Suite 103
Davie, Florida 33314

Escrow No. : 5011612-1062-3890150

Prepared by:
Cargill Juice North America, Inc.
15407 McGinty Rd W
Wayzata, MN 55391

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on March 21, 2018, by **CARGILL JUICE NORTH AMERICA, INC.**, a Delaware corporation, hereinafter called the Grantor whose address is 15407 McGinty Road West, Wayzata, MN 55391, and **BHT OF FLORIDA 4008 LLC**, a Florida limited liability company, hereinafter called the Grantee, whose address is 5081 SW 48th Street, Suite 103, Davie, Florida 33314 (Whenever used herein, the terms "Grantor" and "Grantee" include the parties to this instrument, and their successors and assigns).

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of $10.00 Dollars and other valuable considerations, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto the Grantee, all that certain land located in St. Lucie County, Fort Pierce, Florida, described on the attached Exhibit A hereto (the "Premises");

SUBJECT TO all taxes, assessments, liens, easements, encumbrances and restrictions of record and all matters that an accurate inspection or survey of the Premises would disclose;

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

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

OR BOOK 4131 PAGE 1088

OR BOOK 4104 PAGE 370

AND the Grantor hereby binds itself to warrant and defend title to the Premises as against all acts of the Grantor herein and none other, subject to the matters set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed and delivered in our presence:

WITNESSES;

Printed Name Xander Schmidtz

Printed Name MARY FOGARTY

CARGILL JUICE NORTH AMERICA, INC.,
a Delaware corporation

By
Printed Name: Thomas Abrahamson
Title Vice President

OR BOOK 4131 PAGE 1089

OR BOOK 4104 PAGE 371

STATE OF MINNEOTA)
) SS.
COUNTY OF HENNEPIN)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Thomas Abrahamson, Vice President of CARGILL JUICE NORTH AMERICA, INC., a Delaware corporation, on behalf of the corporation, to me known to be the person described in and who executed the foregoing instrument and that he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid on February 26, 2018.

VICKI ANN POOLER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/20

My Commission Expires:
1-31-2020

Printed Name: Vicki Pooler
Notary Public, Hennepin County, MN

OR BOOK 4131 PAGE 1090

LEGAL DESCRIPTION (OVERALL PARCEL)

A PARCEL OF LAND BEING A PORTION OF THE N.E. 1/4 AND THE N.W. 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32;

THENCE NORTH 89°52'54" EAST, ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 343.65 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°52'54" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2,273.65 FEET;

THENCE NORTH 85°18'27" EAST, A DISTANCE OF 690.53 FEET;

THENCE SOUTH 00°34'35" WEST, A DISTANCE OF 769.02 FEET;

THENCE NORTH 87°33'45" EAST, A DISTANCE OF 685.15 FEET TO A POINT ON THE EAST LINE OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 32;

THENCE SOUTH 01°13'27" WEST, ALONG SAID EAST LINE AND ITS SOUTHERLY PROJECTION, A DISTANCE OF 745.23 FEET;

THENCE NORTH 89°54'55" WEST, A DISTANCE OF 2,868.64 FEET:

THENCE NORTH 00°49'02" EAST, A DISTANCE OF 726.31 FEET;

THENCE SOUTH 89°52'06" WEST, A DISTANCE OF 1,045.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SELVITZ ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, THE CHORD OF WHICH BEARS NORTH 07°18'48" EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 00°35'09", FOR AN ARC DISTANCE OF 19.02 FEET;

THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 07°37'55" EAST, A DISTANCE OF 41.51 FEET;

THENCE NORTH 89°52'06" EAST, A DISTANCE OF 576.52 FEET;

THENCE NORTH 00°05'20" EAST, A DISTANCE OF 235.93 FEET;

THENCE SOUTH 89°52'06" WEST, A DISTANCE OF 304.33 FEET;

THENCE NORTH 00°05'40" EAST, A DISTANCE OF 398.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4407925 OR BOOK 4104 PAGE 369, Recorded 03/05/2018 10:59:42 AM Doc Tax: $13650.00

When Recorded, Return To:
BHT of Florida 4008 LLC
5081 SW 48th Street, Suite 103
Davie, Florida 33314

Escrow No. : 5011612-1062-3890150

Prepared by:
Cargill Juice North America, Inc.
15407 McGinty Rd W
Wayzata, MN 55391

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on March 2, 2018, by **CARGILL JUICE NORTH AMERICA, INC.**, a Delaware corporation, hereinafter called the Grantor whose address is 15407 McGinty Road West, Wayzata, MN 55391, and **BHT OF FLORIDA 4008 LLC**, a Florida limited liability company, hereinafter called the Grantee, whose address is 5081 SW 48th Street, Suite 103, Davie, Florida 33314 (Whenever used herein, the terms "Grantor" and "Grantee" include the parties to this instrument, and their successors and assigns).

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of $10.00 Dollars and other valuable considerations, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto the Grantee, all that certain land located in St. Lucie County, Fort Pierce, Florida, described on the attached Exhibit A hereto (the "Premises");

SUBJECT TO all taxes, assessments, liens, easements, encumbrances and restrictions of record and all matters that an accurate inspection or survey of the Premises would disclose;

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

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

OR BOOK 4104 PAGE 370

AND the Grantor hereby binds itself to warrant and defend title to the Premises as against all acts of the Grantor herein and none other, subject to the matters set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed and delivered in our presence:

WITNESSES;

Printed Name Xander Schmidtz

Printed Name MARY FOGARTY

CARGILL JUICE NORTH AMERICA, INC.,
a Delaware corporation

By

Printed Name: Thomas Abrahamson
Title Vice President

OR BOOK 4104 PAGE 371

STATE OF MINNEOTA)
) SS.
COUNTY OF HENNEPIN)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Thomas Abrahamson, Vice President of CARGILL JUICE NORTH AMERICA, INC., a Delaware corporation, on behalf of the corporation, to me known to be the person described in and who executed the foregoing instrument and that he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid on February 26, 2018.

VICKI ANN POOLER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/20

My Commission Expires:
1·31·2020

Printed Name: Vicki Pooler
Notary Public, Hennepin County, MN

OR BOOK 4104 PAGE 372

EXHIBIT A
Legal Description

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 32; thence North 89 degrees 50'34" East along the North line of said Section 32, a distance of 343.65 feet to the Point of Beginning; thence continue North 89 degrees 50'34" East along said North line, a distance of 604.07 feet; thence South 00 degrees 47'49" West, a distance of 460.07 feet; thence North 89 degrees 52'58" East, a distance of 170.02 feet; thence South 00 degrees 47'37" West, a distance of 234.76 feet; thence South 89 degrees 50'34" West, parallel with, as measured at right angles to the North line of said Section 32, a distance of 1045.29 feet to the Easterly right-of-way line of Selvitz Road, said point being the beginning of a non-tangent curve, concave to the East having a radius of 1859.86 feet, the chord of which bears North 07 degrees 18'48" East; thence Northerly along the arc of said curve through a central angle of 00 degrees 35' 09", a distance of 19.02 feet; thence North 07 degrees 36'23" East, a distance of 41.51 feet; thence departing said Easterly right-of-way line North 89 degrees 50'34" East, parallel with, as measured at right angles to the North line of said Section 32, a distance of 576.52 feet; thence North 00 degrees 03'48" East, a distance of 235.93 feet; thence South 89 degrees 50'34" West, parallel with, as measured at right angles to the North line of said Section 32, a distance of 304.33 feet; thence North 00 degrees 04'06" East, a distance of 398.93 feet to the Point of Beginning.

AND

Being a parcel of land lying in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, recorded in Chancery No. 680-E, dated April 25, 1938; thence run South 89°36'15" East (assumed datum), a distance of 77.86 feet to the South 1/4 corner of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run North 00°54'36" East, along the North-South 1/4 Section line, a distance of 527.49 feet, more or less, to the South shore of Ten Mile Creek; thence run Southeasterly, meandering the said South shore, to a point on the West line of a tract to Adams Ranch, Inc., as in Official Records Book 328, at Page 1222, of the public records of St. Lucie County, Florida; thence run South 01°09'02" West, a distance of 1185.88 feet, more or less, to a concrete monument; thence run North 88°07'52" East, a distance of 682.40 feet, to the East line of the Northwest 1/4 of the Northeast 1/ 4 of said Section 32, by said Chancery No. 680-E; thence run South 01°49'35" West, a distance of 594.97 feet, to an iron pipe in concrete at the Southeast corner of the said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E; thence run South 88°03'45" West, along the South line of said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E, a distance of 1350.98 feet, to the Southwest corner of the said Northwest 1/ 4 of the Northeast 1/4, by said Chancery 680-E; thence run North 00°25'20" East, along the West line of said Northwest 1/4 of the Northeast 1/4, by said Chancery No. 680-E, a distance of 1332.57 feet, to the POINT OF BEGINNING; all lying and being in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

AND

The Northeast 1/ 4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, lying and being in St. Lucie County, Florida.

AND

The East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, and the West 170.00 feet of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

Detail by Entity Name

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Previous On List Next On List Return to List

bht of florida 4008 llc

Search

No Events **No Name History**

Detail by Entity Name

Florida Limited Liability Company
BHT OF FLORIDA 4008 LLC

Filing Information

Document Number	L17000217196
FEI/EIN Number	N/A
Date Filed	10/19/2017
Effective Date	10/16/2017
State	FL
Status	ACTIVE

Principal Address

5081 SW 48TH ST
STE 103
DAVIE, FL 33314

Changed: 04/23/2018

Mailing Address

5081 SW 48TH ST
STE 103
DAVIE, FL 33314

Changed: 04/23/2018

Registered Agent Name & Address

BHT MANAGER LLC
5081 SW 48TH ST
STE 103
DAVIE, FL 33314

Detail by Entity Name

Authorized Person(s) Detail

Name & Address

Title MGR

BHT MANAGER LLC
5081 SW 48TH ST SUITE 103
DAVIE, FL 33314

Annual Reports

Report Year	Filed Date
2018	04/23/2018

Document Images

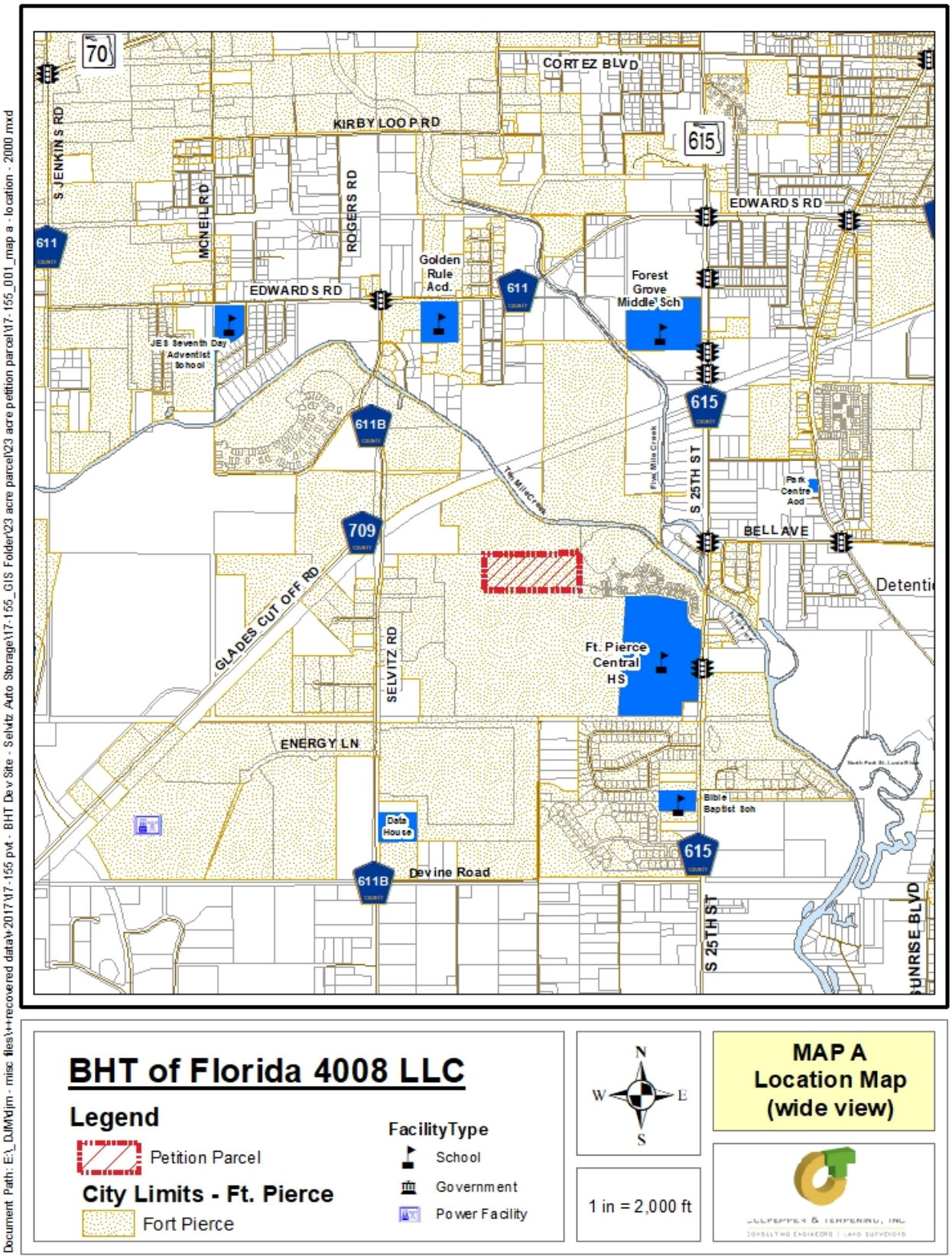
04/23/2018 -- ANNUAL REPORT View image in PDF format
10/19/2017 -- Florida Limited Liability View image in PDF format

Previous On List Next On List Return to List

bht of florida 4008 llc
Search

No Events **No Name History**

Florida Department of State, Division of Corporations



BHT of Florida 4008 LLC

Legend

Petition Parcel

City Limits - Ft. Pierce

Fort Pierce

FacilityType

School

Government

Power Facility

N W E S

1 in = 2,000 ft

MAP A
Location Map
(wide view)

Document Path: E:_DJM\djm - misc files\++recovered data\+ 2017\17-155 pvt - BHT Dev Site - Selvitz Auto Storage\17-155_GIS Folder\23 acre parcel\23 acre petition parcel\17-155_001_map a - location - 2000.mxd

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Golden Rule Acd.
Forest Grove Middle Sch
611B
Ten Mile Creek
Five Mile Creek
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GLADES CUT OFF RD
SELVITZ RD
Ft. Pierce Central HS
ENERGY LN
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BHT of Florida 4008 LLC
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Fort Pierce
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Government
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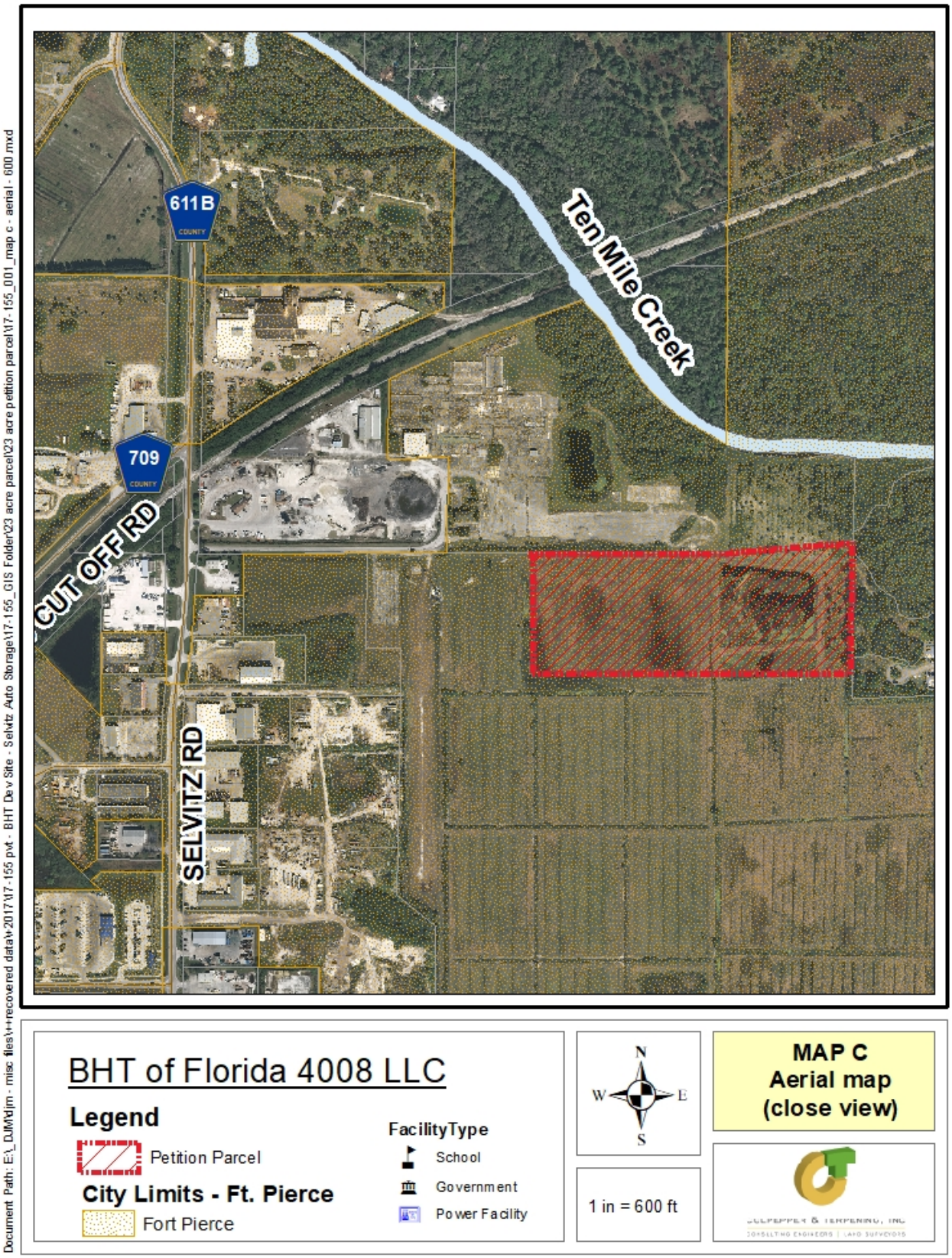
MAP B
Location Map
(close view)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MAP C
Aerial map
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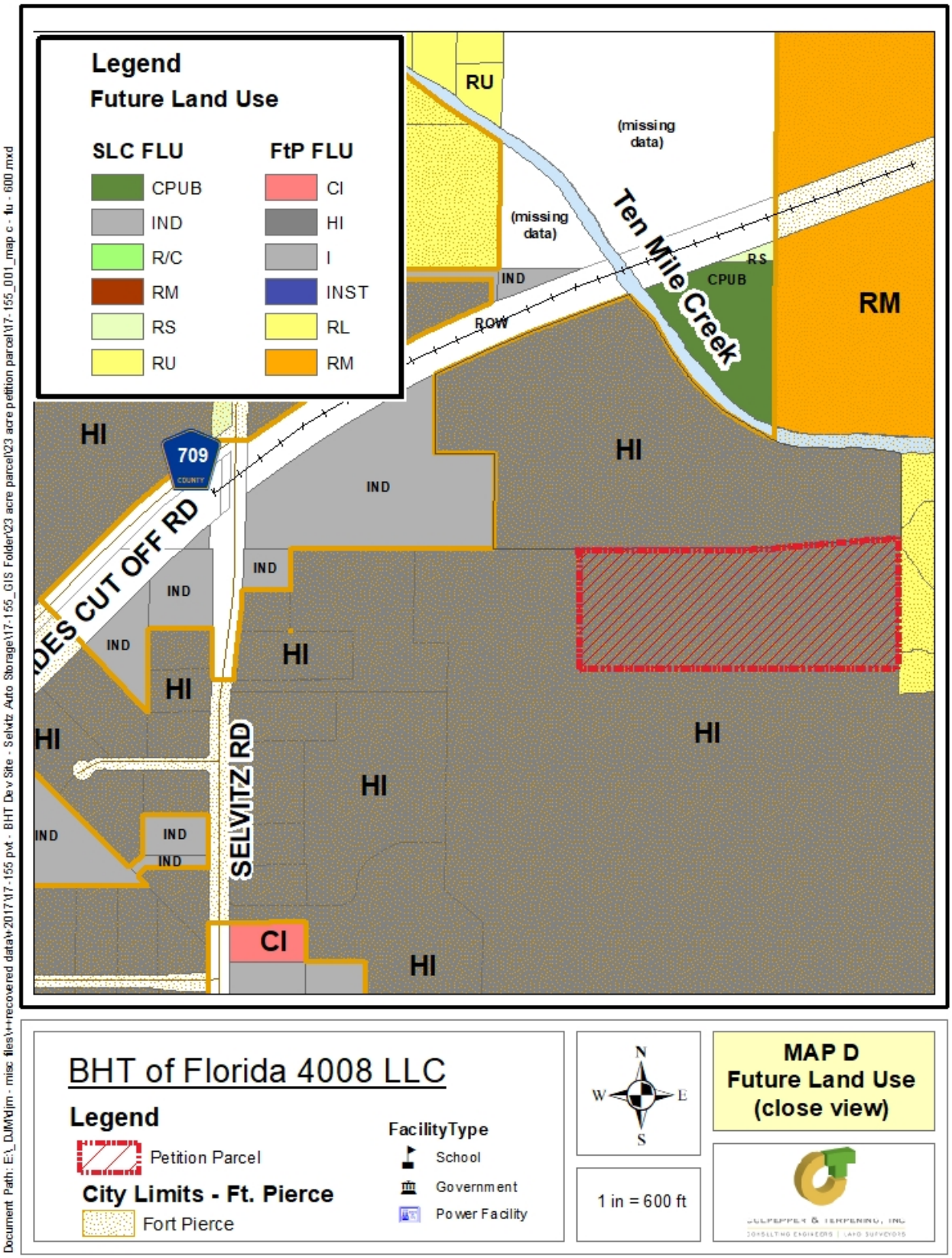
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Future Land Use
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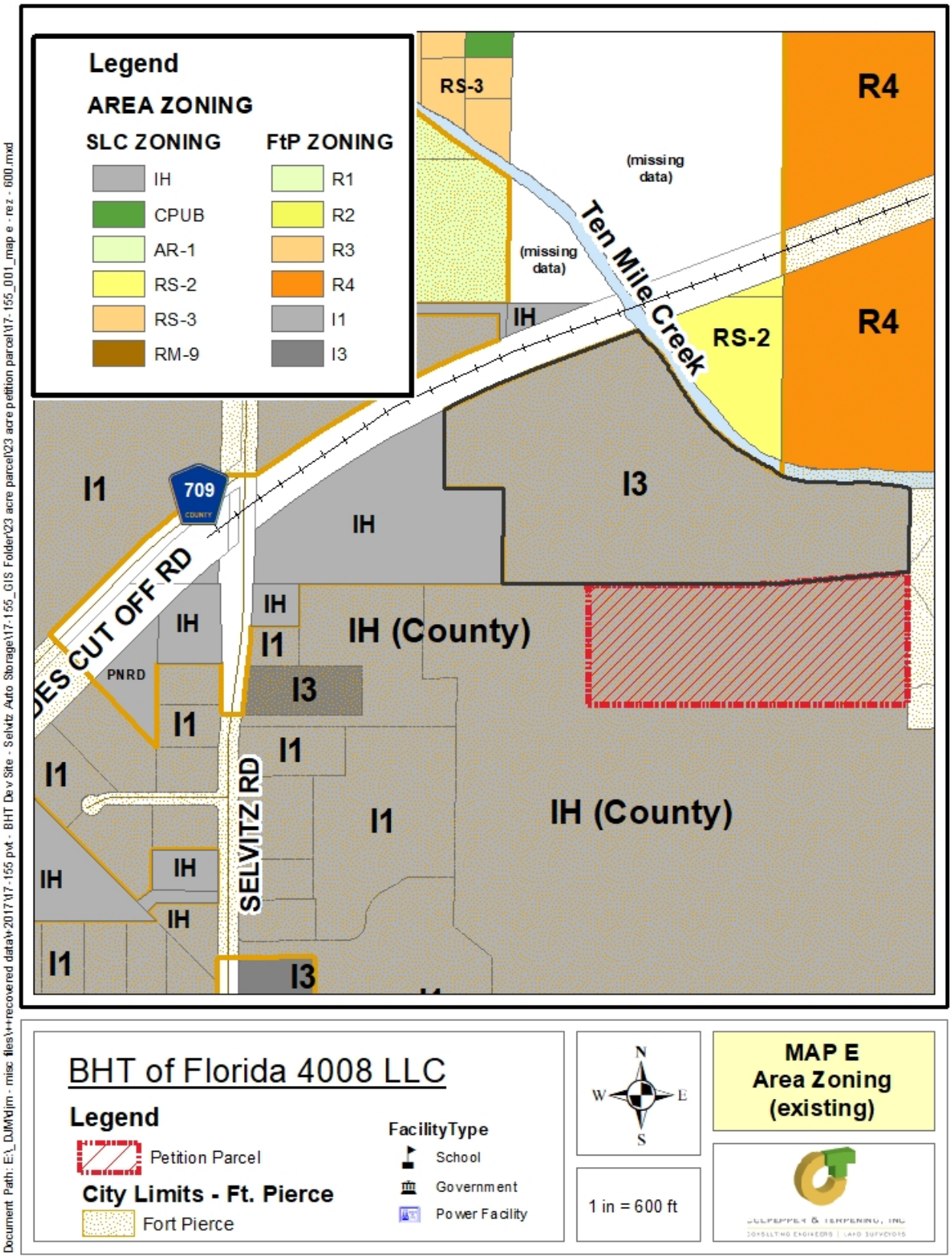
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SLC ZONING
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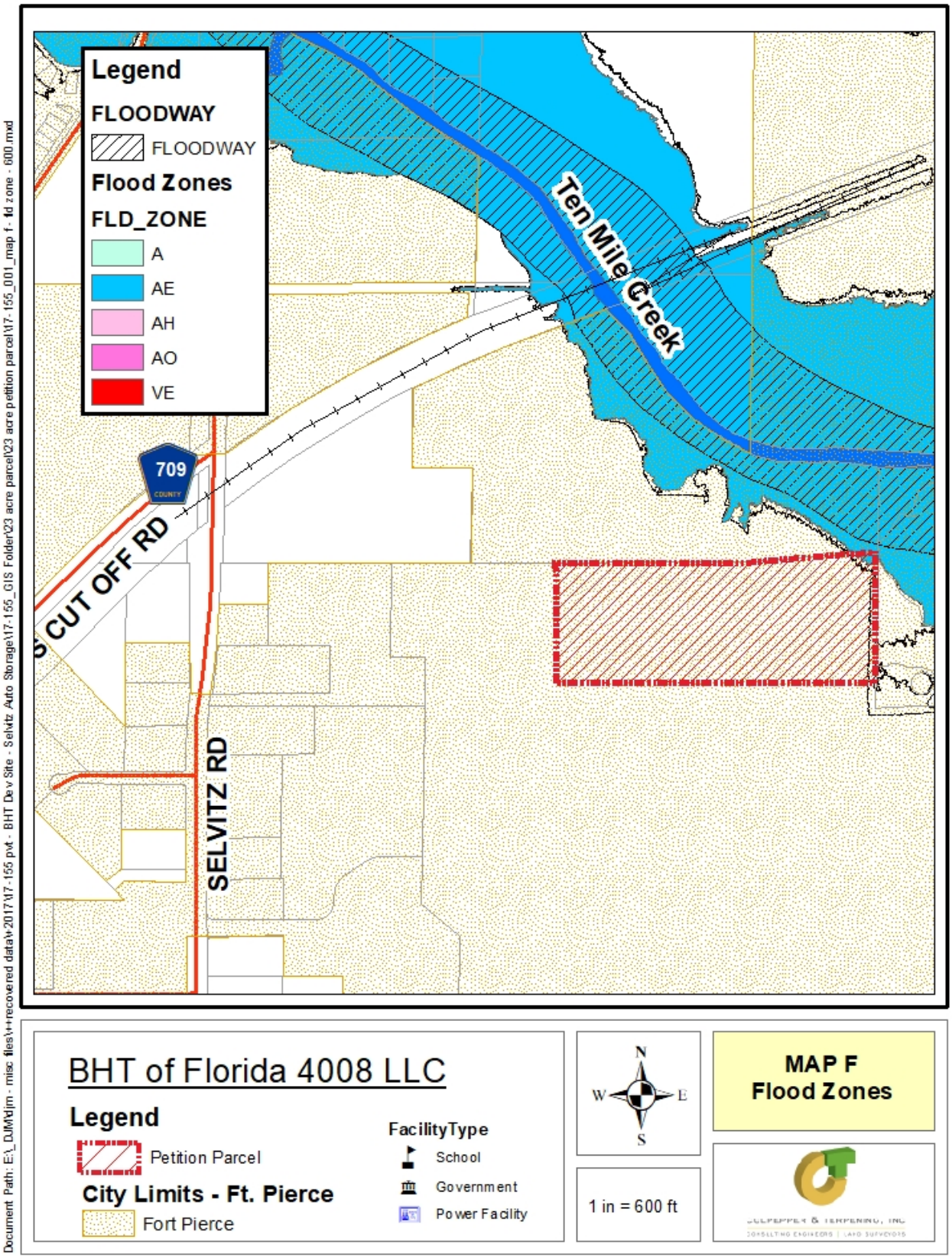
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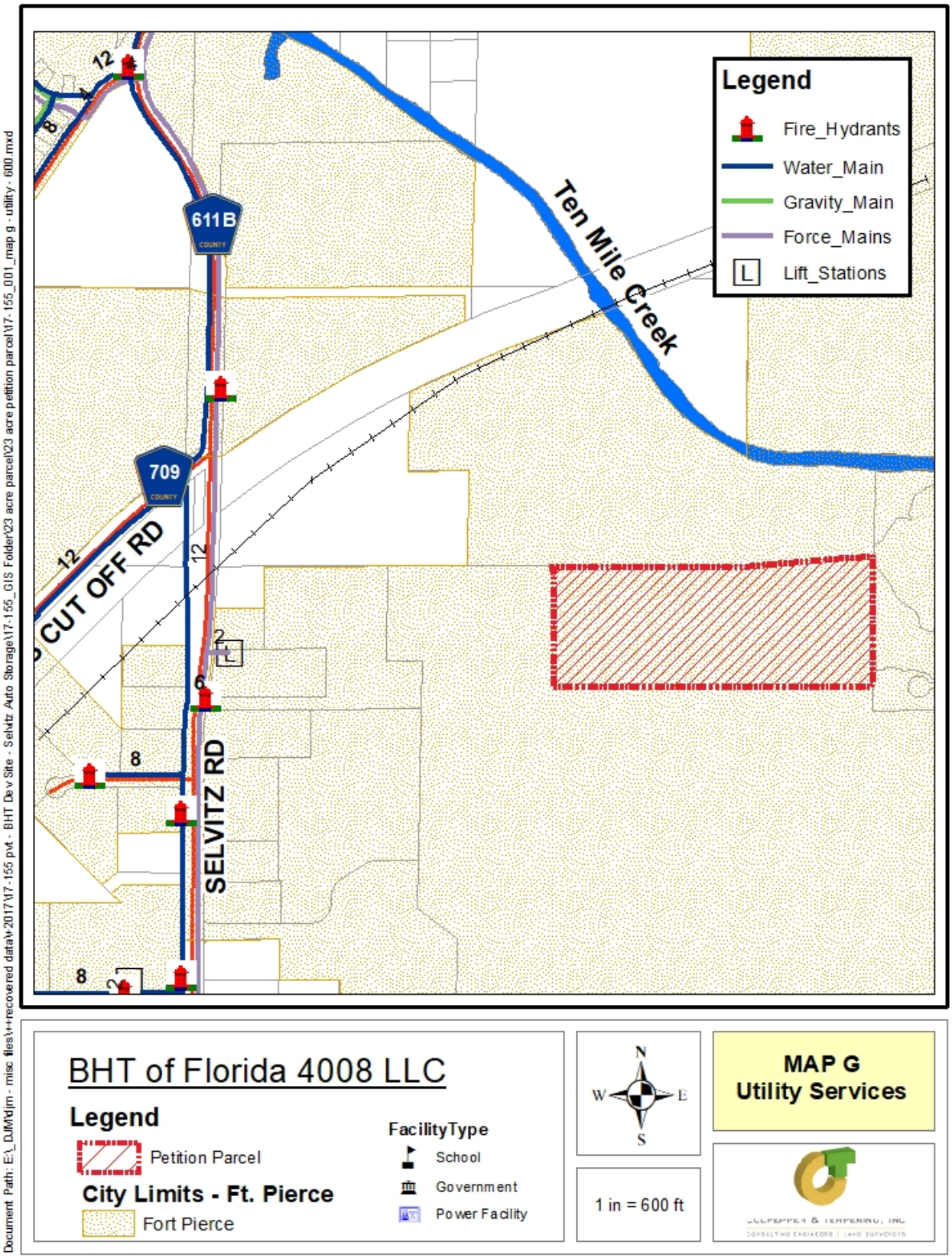
MAP F
Flood Zones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Fire_Hydrants
Water_Main
Gravity_Main
Force_Mains
Lift_Stations
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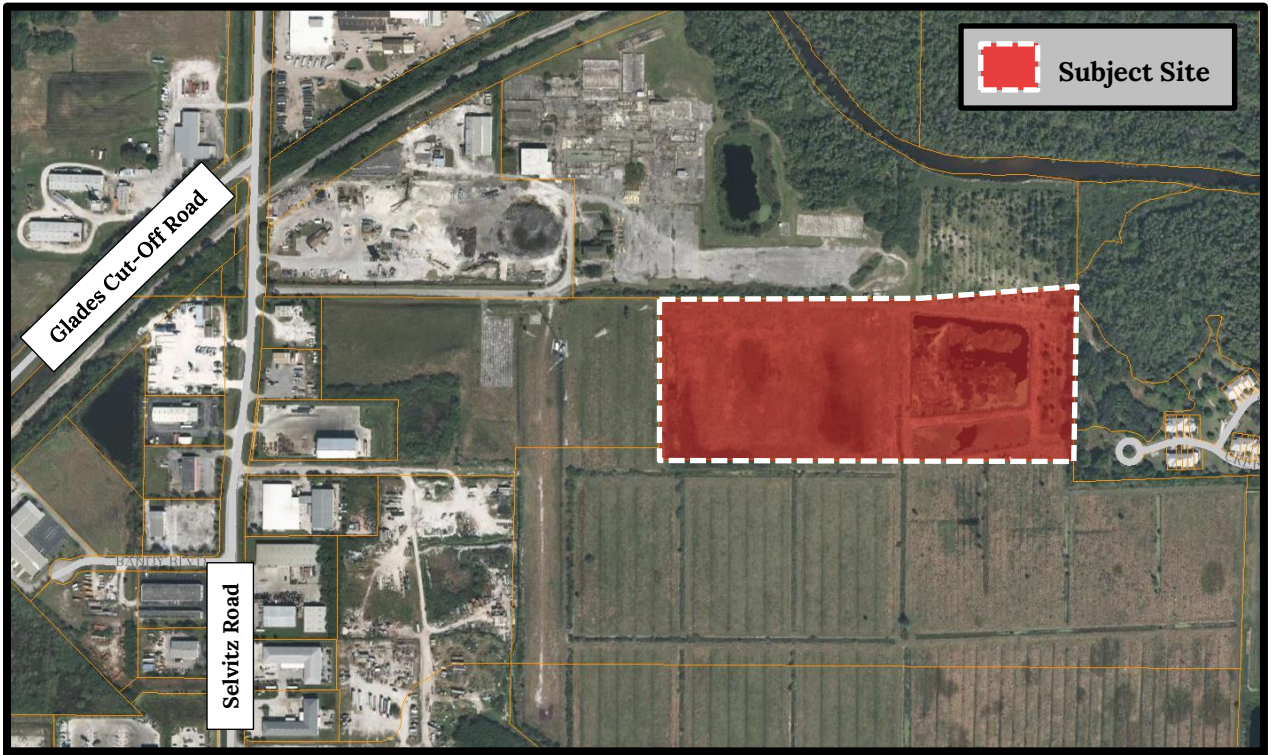
END OF DOCUMENT



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Zoning Atlas Map Amendment
3800 Selvitz Road
Site Map

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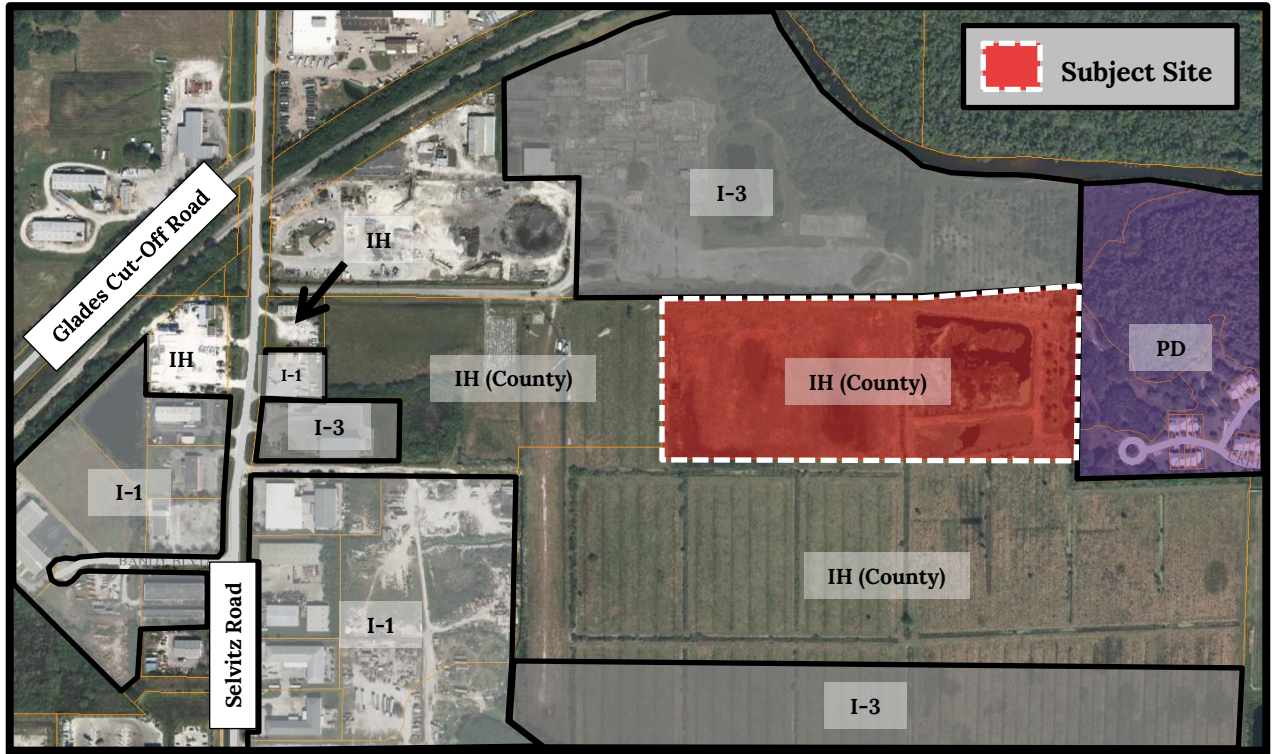

THE SUNRISE CITY
FORT PIERCE
Florida

Application for Zoning Atlas Map Amendment
3800 Selvitz Road
Zoning Map

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

June 19, 2018

BHT of Florida 4008 LLC
5081 SW 48th Street, Suite 103
Davie, FL 33314

SUBJECT: **BHT Properties**
TECHNICAL REVIEW PROJECT: # 18-06000004

Comments:

1. While a survey was provided it was not signed and sealed. Please provide a signed and sealed survey.

2. Please confirm with the Code Enforcement Department that there are no outstanding code violations with the property. If there are, please start the process to address all violations prior to the 1st reading by the City Commission

Please provide a written response to all TRC comments and provide submittal of all new materials by June 28, 2018 to advance to the Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : BHT Properties - 3798 Selvitz Road
Zoning Atlas Map Amendment
TRC No. 18-04000006

DATE : June 15, 2018

RECEIVED
JUN 19 2018
PLANNI

This is to advise you that we have completed the review of the following documents as received by this office on June 7, 2018:

- [x] Rezoning Application
- [ ] Construction Drawings
- [ ] Test Reports & Related Documents
- [ ] Executed Construction Contract
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Rezoning Request
- [ ] Building Permit
- [ ] C/O

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

- [ ] See attached for engineering comments

JRA/TST/dhr

Q:\ENGINEERING\Site Development Projects\B\BHT Vehicle Storage Salvage\Zoning\Submittal No. 1 - 060718\Zoning Amendment - 060718.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: June 21, 2018
Property Address: 3798 Selvitz Rd.
Property Name:
Project Name: BHT Properties – Zoning Atlas Map Amendment
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature_____ Date:_____

FPUA Comments

Rezoning - BHT Properties - East of Selvitz Road and South of 3798 Selvitz Road

W/WW Engineering: Approved

Electric & Gas Engineering: Approved

June 13th, 2018

Project: **BHT Properties Zoning Atlas Map Amendment**
Subject: **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

1) Please add to the notes. "The expected use of the survey and map is Commercial" and "All measurements are in accordance with the United States standard, in feet."
2) . A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to "True North"; "Grid North as established by the NOS"; "Assumed North based on a bearing for a well-defined line, such as the center line of a road or right of way, etc."; "a Deed Call for a particular line"; or "the bearing of a particular line shown upon a plat." References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line. Please describe and indicate the monumentation used for the Bearing Base.
3) Please add the verbiage "Bearing Base" above the bearing described in the report.
4) Survey Note 13, please indicate if the elevation is in feet or meters.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

ST. LUCIE COUNTY
PLANNING & DEVELOPMENT SERVICES
TECHNICAL REVIEW LETTER

TO:	Brandon Creagan, LEED Green Associate, Planner
THROUGH:	Mayte Santamaria, Assistant Director
FROM:	Kori Benton, Senior Planner
DATE:	June 20, 2018
SUBJECT:	Zoning Atlas Map Amendment – BHT Properties 3798 Selvitz Rd

Background

The St. Lucie County Planning & Development Services Department has completed a review of the June 7, 2018 distribution of Technical Review Project# 18-06000004.

The applicant is requesting a Zoning Atlas Map Amendment for a property generally located at 3798 Selvitz Road. The property is 23.98 acres and has a St. Lucie County zoning of IH, Industrial Heavy and a City Future Land-Use of HI, Heavy Industrial. The applicant would like to rezone the property to City I-3 Heavy Industrial. The Parcel ID for the lot is 2432-122-0001-000-5.

General Review Inquiries or Notes:

- The Zoning Atlas Amendment did not include an Environmental Study for the property.
- Staff is encouraged to verify the subject site has, or will be provided, recorded and improved access to a public roadway, in accordance with applicable land development code.
- At the time of development, the applicant is encouraged to provide and maintain an appropriate wetland/shoreline buffer from any applicable areas at the west end of the subject property.

Please contact Kori Benton at 772-462-2518 if you have any questions or would like to discuss the presented comments.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: 3800 Selvitz Road Rezoning

NOTICES PROVIDED PURSUANT TO: City Code 22-143

NOTICE BY NEWSPAPER: August 5, 2018

NOTICE BY MAIL: August 7, 2018

NOTICE BY SIGNS: August 7, 2018

VERIFIED BY: Brandon Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 8/8/18

City Commission Regular Meeting **12.f.**

Meeting Date: 09/04/2018

Re: Zoning Atlas Map Amendment - BHT Properties - 3802 Selvitz Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-026 Rezoning the property generally located at 3802 Selvitz Road, from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning). SECOND READING

SUMMARY:

- The subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street. The subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City.
- Three of the seven parcels annexed were designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial zoning classification until several years after annexation, in December, 2008 via Ordinance L-63. In the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has retained the St. Lucie County IH, Industrial Heavy designation.
- The applicant is requesting the review and approval of a Zoning Atlas Amendment (Rezoning) from IH, Industrial Heavy (SLC Classification) to I-3, Heavy Industrial (Fort Pierce).

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Planning Staff Report
Ordinance #18-026
Application & Supporting Documents
Aerial Map
Zoning Map
TRC Comments
Public Certification Notification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/15/2018 10:59 AM

Form Started By: Brandon Creagan
Started On: 08/08/2018 11:18 AM
Final Approval Date: 08/22/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for a Zoning Atlas Amendment (Rezoning)**
IH, Industrial Heavy (County) to I-3, Heavy Industrial (City)
Concrete Impressions - 3802 Selvitz Road

DATE: August 8, 2018

STAFF REPORT

Property Owner/Applicant: George L. Southworth Revocable Trust
PO Box 16966
Tampa, FL 33687

Representative: Patrick J. Ferland, PE
2980 S. 25th Street
Fort Pierce, FL 34981

Requested Action: Approval to rezone the subject property from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning)

Site Location: 3802 Selvitz Road

Parcel IDs: 2432-221-0002-000-6

Existing Use: Vacant

Parcel Size: 18.51 Acres

Current Zoning: Industrial Heavy (IH) – St. Lucie County Zoning

Future Land-Use Heavy Industrial (HI)

Proposed Zoning: Heavy Industrial (I-3)

Surrounding Zoning:

North	East	South	West
IH	IH	IH/I-1	IH/I-1

Staff Analysis:

Request

In accordance with Sections 22-128 & 22-143 of the City Code, the applicant is requesting the review and approval of a Zoning Atlas Amendment (Rezoning) from IH, Industrial Heavy (SLC Classification) to I-3, Heavy Industrial. The subject property is currently zoned IH, Industrial Heavy, which is a St. Lucie County zoning designation held since the time of annexation. The applicant would like to rezone that property so that it is compatible with the City of Fort Pierce Comprehensive plan. The applicant would like to develop the property for an industrial purpose in the future. As it currently stands the property cannot be developed because the property holds a St. Lucie County zoning designation and from a planning and zoning standpoint the City is not able to regulate County zoning. Therefor a rezoning must occur so that the City can properly regulate development on the property under City zoning regulations. Most of the area around the subject has either a St. Lucie County IH, Industrial Heavy zoning designation or a City of Fort Pierce I-3, Heavy Industrial zoning designation.

Background & Project Summary

The subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street. The subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City.

Three of the seven parcels annexed were designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial zoning classification until several years after annexation, in December, 2008 via Ordinance L-63. In the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has retained the St. Lucie County IH, Industrial Heavy designation.

Future Land Use Designation & Comprehensive Plan

The subject site has a future land use designation of Heavy Industrial (HI). This designation is intended for parcels suitable for industrial development, to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; large business parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum Floor Area Ratio (FAR) of 2.0.

The requested zoning designation is consistent with the Future Land Use element of the Comprehensive Plan.

Standards for Review

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the comprehensive plan;
(2) The amendment will not have an adverse effect on the ability of the city to:

a. Satisfy land and water use needs; and
b. Meet transportation demands and provide community facilities and services; and

(3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan, holding a future land use designation of Heavy Industrial (HI). Furthermore, the amendment should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the designation of lands; when location and characteristics are appropriate, to provide manufacturing and processing facilities, distribution facilities, warehousing, and intensive commercial uses to promote the City's position as a major employment center. Specific uses and developments shall comply with established land development regulations, and seek to ensure minimal impacts to neighboring uses or districts.

Technical Review Committee:

All affected City Departments have reviewed the proposed Application for Zoning Atlas Map Amendment 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.

Planning Board:

At their meeting on July 10, 2018 the Planning Board voted 6-0 to approve the request as presented.

Public Notification:

22 letters were sent out to property owners within 500 feet of the subject property. As of August 8, 2018 no letters have been returned, an update will be given at the City Commission meeting.

Staff Recommendation:

The requested Application for Zoning Atlas Amendment meets the criteria specified in Section 22-131 of the 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 the request along with Ordinance 18-026.

ORDINANCE NO. 18-026

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** THE PROPERTY GENERALLY LOCATED AT **3802 SELVITZ ROAD**, FROM IH, INDUSTRIAL HEAVY (ST. LUCIE COUNTY ZONING), TO I-3, HEAVY INDUSTRIAL (CITY OF FORT PIERCE); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is located at 3802 Selvitz Road, within the City of Fort Pierce, Florida, representing 18.51 Acres of land; and

WHEREAS, the subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street; and

WHEREAS, the subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City; and

WHEREAS, three of the seven parcels annexed were designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial zoning classification until several years after annexation, in December, 2008 via Ordinance L-63; and

WHEREAS, in the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has retained the St. Lucie County IH, Industrial Heavy designation; and

WHEREAS, the subject site is presently designated IH, Industrial Heavy (St. Lucie County Zoning); and

WHEREAS, the applicant seeks rezoning of the subject site, Parcel ID: 2432-221-0002-000-6, from IH, Industrial Heavy (St. Lucie County Zoning) to HI, Heavy Industrial (City of Fort Pierce Zoning); and

WHEREAS, the proposed zoning atlas amendment (rezoning) is consistent with the comprehensive plan, and will not have an adverse effect on the ability of the city to satisfy land and water use needs, and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 22-131; and

WHEREAS, the City of Fort Pierce Planning Board, at their July 10th, 2018 meeting, voted 6 to 0 to recommend approval of the proposed Zoning Atlas Amendment for Ordinance 18-026.

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

SECTION 1. From and after the effective date hereof, the following property is shown on Exhibit A and is legally described as:

3802 Selvitz Road, Parcel ID: 2432-221-0002-000-6

LEGAL DESCRIPTION:
32 35 40 32 35 40 THAT PART OF SEC MPDAF: FROM NW COR OF SEC RUN N 89 50 34 E ALG N LI OF SEC 343.65 FT TO POB; TH CONT N 89 51 05 E ALG N LI

1326.56 FT, TH S 00 10 58 E 584.85 FT, TH S89 49 03 W 562.46 FT, TH S 00 47 37 W 110.02 FT, TH S 89 52 06 W 1045.61 FT TO E RD R/W LI OF SELVITZ RD AND CURVE CONC E, R OF 1859.86 FT, TH NLY ALG ARC 19.02 FT, TH N 07 37 55 E 41.51 FT, TH N 89 52 06 E 576.52 FT, TH N 00 05 20 E 235.93 FT, TH S 89 52 06 W 304.33 FT, TH N 00 05 40 E 398.93 FT TO POB (18.514 AC - 806,470 SF) (OR 4105-2187; 4136-1437)

Shall be and the same is hereby rezoned from IH, Industrial Heavy (St. Lucie County Zoning), to I-3, Heavy Industrial (City of Fort Pierce); said property being located at 3802 Selvitz Road in Fort Pierce, Florida.

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

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

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

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-026 was duly advertised by title only in the St. Lucie News Tribune on August 5, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 20th, 2018; and was duly introduced, read by title only, and passed on second and final reading September 3rd, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 3rd day of September, 2018.

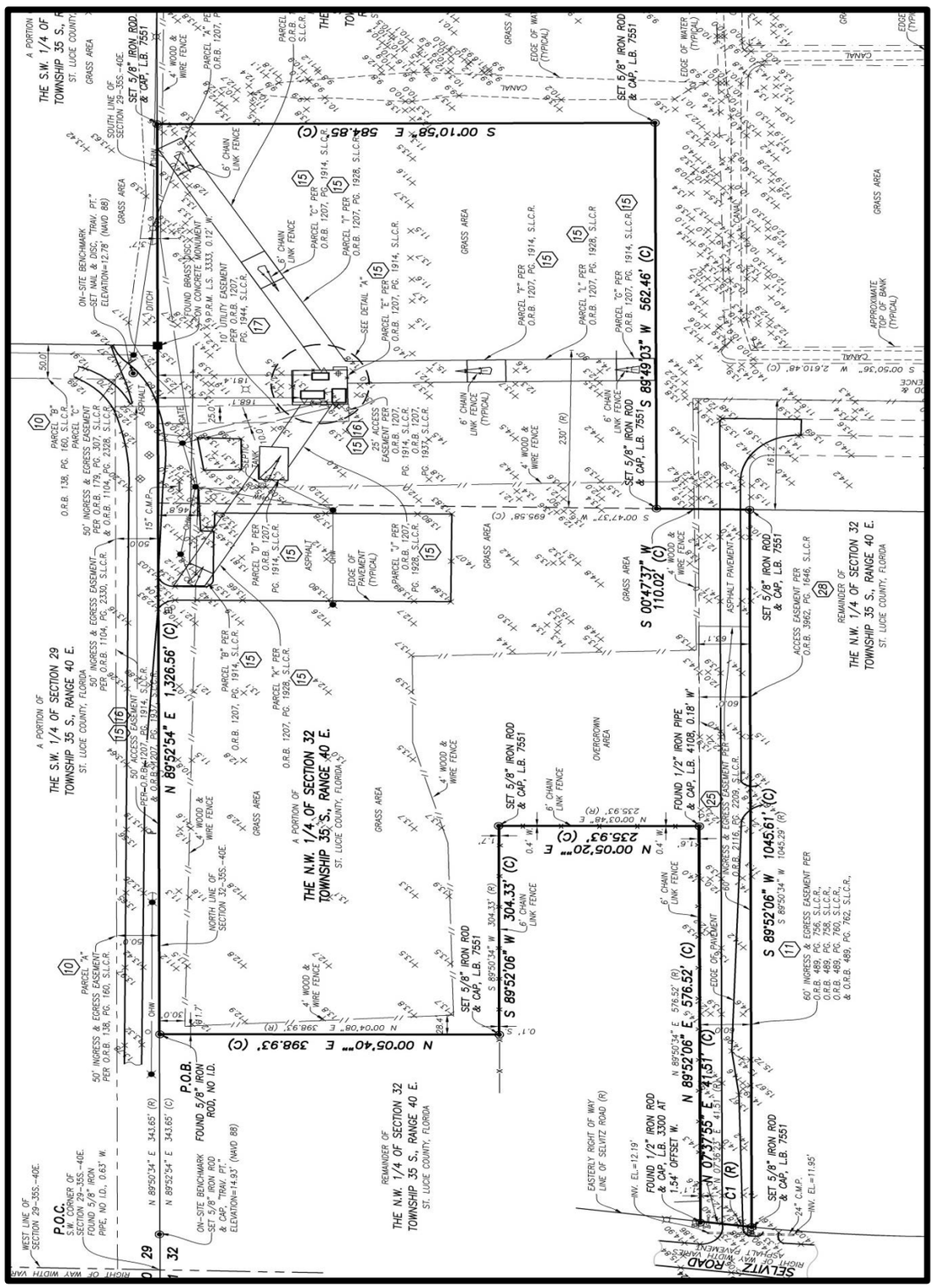
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST:

(CITY SEAL)

_____
Linda W. Cox
CITY CLERK

EXHIBIT A
Sketch & Legal Description of Subject Property



Parcel ID: 2432-221-0002-000-6
LEGAL DESCRIPTION:
32 35 40 32 35 40 THAT PART OF SEC MPDAF: FROM NW COR OF SEC RUN N 89 50 34 E ALG N LI OF SEC 343.65 FT TO POB; TH CONT N 89 51 05 E ALG N LI 1326.56 FT, TH S 00 10 58 E 584.85 FT, TH S89 49 03 W 562.46 FT, TH S 00 47 37 W 110.02 FT, TH S 89 52 06 W 1045.61 FT TO E RD R/W LI OF SELVITZ RD AND CURVE CONC E, R OF 1859.86 FT, TH NLY ALG ARC 19.02 FT, TH N 07 37 55 E 41.51 FT, TH N 89 52 06 E 576.52 FT, TH N 00 05 20 E 235.93 FT, TH S 89 52 06 W 304.33 FT, TH N 00 05 40 E 398.93 FT TO POB (18.514 AC - 806,470 SF) (OR 4105-2187; 4136-1437)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ZONING ATLAS MAP AMENDMENT

Application submission shall include the following:

- TRC (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- Planning Board: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- City Commission: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- [x] Warranty Deed & Legal Description
- [x] St. Lucie County Property Record Card
- [x] Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- [x] Current Survey
- [n/a] Environmental Study
- [n/a] Traffic Impact Report
- [x] *** Capacity Analysis-Separate Form
- [n/a] Drainage Analysis
- [n/a] Historical Report
- [x] 1 CD of all documents submitted in PDF
- [ ] Other _____

1. Property Address/Location: East side of Selvitz Road, behind the Ft. Pierce Waste Transfer Station

   Legal Description: SEE ATTACHED

2. Property Tax ID(s): 2432-221-0002-000/6 xxxx-xxx-xxxx-xxx/x xxxx-xxx-xxxx-xxx/x xxxx-xxx-xxxx-xxx/x xxxx-xxx-xxxx-xxx/x xxxx-xxx-xxxx-xxx/x

3. Total Acreage: 18.51 Acres 806,295.6 Sq Ft

4. Existing Future Land Use Designation: HI (Heavy Industrial)

5. Existing Zoning Classification: IH (St. Lucie County Zoning Designation)

6. Proposed Zoning Classification: I-3 (Heavy Industrial)

7. Other applications being submitted concurrent with this application, if any: None at this time.

8. Describe the existing uses, improvements and structures on the amendment lands:

Site is currently vacant. There is an existing Cell Tower in the eastern 1/3 of the project site.

9. Are there any identified or possible historical structures on the amendment lands? No.

10. The reason for making this request:

Purpose of the requested change in zoning is to place the described property into a conforming City of Ft. Pierce Zoning Category in order to allow future uses consistent with City Use/Activity Classifications

11. Capacity Analysis:

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Industrial - Heavy Equipment Yard	Industrial (County) Heavy Industrial (HI)	IH (Industrial Heavy) (County) I3 (Industrial Heavy) (City)
South	Industrial	Heavy Industrial (HI)	IH (Industrial Heavy) (County) I3 (Industrial Heavy) (City)
East	Vacant	Heavy Industrial (HI)	IH (Industrial Heavy) (County)
West	Misc. Industrial Uses	Heavy Industrial (HI)	IH (Industrial Heavy) (County) I3 (Industrial Heavy) (City) I1 (Industrial Light) (City)

	Future Land Use Classification	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current Current	Heavy Industrial (HI)	IH (St. Lucie County Zoning Designation)	95,610 sq ft (estimated @ 15,000 sf/acre) subject to site design & permitting	18.51	X Map # 12111C0179J Eff Date: 02/16/12
Proposed	Heavy Industrial (HI)	I-3 (Heavy Industrial)	95,610 sq ft (estimated @ 15,000 sf/acre) subject to site design & permitting	18.51	X Map # 12111C0179J Eff Date: 02/16/12

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	Total gallons per day	11,951 gpd (maximum bldg. sq feet assumed at 95,610 sq ft)
Proposed Zoning	Total gallons per day	11,951 gpd (maximum bldg. sq feet assumed at 95,610 sq ft)
Change in Demand	**Total gallons per day**	0 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	Total gallons per day	9,560 gpd (maximum bldg. sq feet assumed at 95,610 sq ft)
Proposed Zoning	Total gallons per day	9,560 gpd (maximum bldg. sq feet assumed at 95,610 sq ft)
Change in Demand	**Total gallons per day**	0 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	0	0	0
Urban District	5 acres per 1,000 people	0	0	0
Community	2.5 acres per 1,000 people	0	0	0
Neighborhood	1.36 acres per 1,000 people	0	0	0

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	n/a	n/a
City	n/a	n/a
Distance	n/a	n/a
Current Zoning Enrollment Demand	n/a	n/a
Proposed Zoning Enrollment Demand	n/a	n/a
Change in Demand	n/a	n/a

E. Solid Waste:	
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units	
Demand Analysis	Maximum
Current Zoning	IH (St. Lucie County Zoning Designation)
Proposed Zoning	I-3 (Heavy Industrial)
Change in Demand	0

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

The proposed change in zoning will not, by itself result in any change in potential levels of impervious surfaces. The subject site is presently zoned for industrial use (County classification). Both the current County industrial classification and the proposed City industrial classification provide for similar lot coverage's with impervious areas. Site stormwater needs will be addressed at the time of building permit/ site plan application (as appropriate).

G. Transportation Analysis:

Most recent ITE Code for use; HCM Roadway Capacity

	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum (ITE 120) (sq ft)	Maximum (ITE 120) (pm peak)
Current Zoning	IH (St. Lucie County Zoning Designation)	IH (St. Lucie County Zoning Designation)
Proposed Zoning	I-3 (Heavy Industrial)	I-3 (Heavy Industrial)
Trips	143 Trips	143 Trips
Change in Demand	0 Trips	0 Trips
Impact to Capacity	none	none

****

12. Name of Owner(s): George L. Southworth, as Trustee of the George L. Southworth Revocable Trust, dated Feb 17, 2006, as amended

Mailing Address: P.O. Box 16966

City Tampa

State Florida Zip 33687

Phone # E-mail:

Name of Owner(s):

Mailing Address:

City

State Zip

Phone # E-mail:

13. Name of Applicant : George L. Southworth, as Trustee of the George L. Southworth Revocable Trust, dated Feb 17, 2006, as amended

Mailing Address: P.O. Box 16966

City Tampa

State Florida Florida 33687

Phone # E-mail:

14. Name of Representative: Patrick J. Ferland, PE

Mailing Address: 2980 South 25th Street

City Ft. Pierce

State Florida Zip: 34981

Phone # 772-464-3537 E-mail: Pferland@ct-eng.com

SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY OF: 3798 SELVITZ ROAD, FORT PIERCE, FL.

TITLE COMMITMENT NOTES:

THE SURVEYED PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY EXACTA COMMERCIAL SURVEYORS, INC. EASEMENTS AND OTHER MATTERS OF RECORD SHOWN HEREON ARE BASED ON COMMITMENT FOR TITLE INSURANCE, COMMITMENT SCHEDULE B-SECTION II, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO.: 1062-3938019, EFFECTIVE DATE: JANUARY 4, 2018 AT 8:00 A.M.

ITEMS 1 THROUGH 6. NOT A MATTER OF SURVEY.

ITEM 7. INTENTIONALLY DELETED.

ITEMS 8 AND 9. NOT A MATTER OF SURVEY.

ITEM 10. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 138, PAGE 160; AS AFFECTED BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 179, PAGE 307; AND BY EASEMENT RELEASE RECORDED IN OFFICIAL RECORDS BOOK 1104, PAGE 2328; AND EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1104, PAGE 2330; AND SURVEYOR'S AFFIDAVIT RECORDED IN OFFICIAL RECORDS BOOK 1154, PAGE 2677, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. (AS TO THE EASEMENT PARCEL ONLY). THE EASEMENTS DESCRIBED THEREIN HAVE BEEN PLOTTED AND ARE GRAPHICALLY SHOWN HEREON. ALL OTHER MATTERS ARE BLANKET IN NATURE, THEY ARE NOT SPECIFICALLY PLOTTABLE AND ARE NOT GRAPHICALLY SHOWN HEREON.

ITEM 11. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE EASEMENT FOR INGRESS AND EGRESS SET FORTH IN WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 489, PAGE 756, OFFICIAL RECORDS BOOK 489, PAGE 758, OFFICIAL RECORDS BOOK 489, PAGE 760 AND OFFICIAL RECORDS BOOK 489, PAGE 762, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE EASEMENT DESCRIBED THEREIN HAS BEEN PLOTTED AND IS GRAPHICALLY SHOWN HEREON.

ITEM 12. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE RESOLUTION RELATING TO LEGAL ACCESS TO PRIVATE LANDS OVER FACILITIES WITHIN DISTRICT RIGHTS-OF-WAY EXECUTED BY NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT, RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 699, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENT DESCRIBED THEREIN IS BLANKET IN NATURE, IT IS NOT SPECIFICALLY PLOTTABLE AND IS NOT GRAPHICALLY SHOWN HEREON.

ITEM 13. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE WATER SERVICE AND/OR SEWER SERVICE AND ANNEXATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 683, PAGE 1259; AS AFFECTED BY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 884, PAGE 328, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENTS DESCRIBED THEREIN ARE BLANKET IN NATURE, THEY ARE NOT SPECIFICALLY PLOTTABLE AND ARE NOT GRAPHICALLY SHOWN HEREON.

ITEM 14. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE ANNEXATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1004, PAGE 1890, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENT DESCRIBED THEREIN IS BLANKET IN NATURE, IT IS NOT SPECIFICALLY PLOTTABLE AND IS NOT GRAPHICALLY SHOWN HEREON.

ITEM 15. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE LAND LEASE AGREEMENT DATED FEBRUARY 26, 1999, BY AND BETWEEN SUNPURE, LTD., A FLORIDA LIMITED PARTNERSHIP, LANDLORD, AND PINNACLE TOWERS, INC., A DELAWARE CORPORATION, TENANT, RECORDED IN OFFICIAL RECORDS BOOK 1207, PAGE 1914; TOGETHER WITH BILL OF SALE RECORDED IN OFFICIAL RECORDS BOOK 1207, PAGE 1928, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE EASEMENTS DESCRIBED THEREIN HAVE BEEN PLOTTED AND ARE GRAPHICALLY SHOWN HEREON. ALL OTHER MATTERS ARE BLANKET IN NATURE, THEY ARE NOT SPECIFICALLY PLOTTABLE AND ARE NOT GRAPHICALLY SHOWN HEREON.

ITEM 16. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1207, PAGE 1937, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE EASEMENTS DESCRIBED THEREIN HAVE BEEN PLOTTED AND ARE GRAPHICALLY SHOWN HEREON.

ITEM 17. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1207, PAGE 1944, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE EASEMENT DESCRIBED THEREIN HAS BEEN PLOTTED AND IS GRAPHICALLY SHOWN HEREON.

ITEM 18. THE GUY WIRE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1207, PAGE 1949, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE DOCUMENT IS MISSING EXHIBIT "A". THE SURVEYOR WAS UNABLE TO PLOT THE EASEMENT DESCRIBED THEREIN.

ITEM 19. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE LEASE AGREEMENT DATED JANUARY 11, 1990, AS AMENDED JANUARY 11, 1990 AND JULY 3, 1990, BY AND BETWEEN SUNPURE, LTD., A FLORIDA LIMITED PARTNERSHIP, AS ASSIGNEE OF INDIAN RIVER FOODS, INC., A FLORIDA CORPORATION, LANDLORD, AND AT&T WIRELESS SERVICES OF FLORIDA, INC., A FLORIDA CORPORATION, AS SUCCESSOR BY MERGER TO MCCAW COMMUNICATIONS OF FORT PIERCE, INC., A FLORIDA CORPORATION, TENANT, AS DISCLOSED OF RECORD AND AFFECTED BY ASSIGNMENT OF TOWER LEASES RECORDED IN OFFICIAL RECORDS BOOK 1207, PAGE 1955, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENT DESCRIBED THEREIN IS BLANKET IN NATURE, IT IS NOT SPECIFICALLY PLOTTABLE AND IS NOT GRAPHICALLY SHOWN HEREON.

ITEM 20. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TOWER SPACE LEASE AGREEMENT DATED MARCH 12, 1991, BY AND BETWEEN SUNPURE, LTD., A FLORIDA LIMITED PARTNERSHIP, AS ASSIGNEE OF INDIAN RIVER FOODS, INC., A FLORIDA CORPORATION, AND BECKER HOLDING CORPORATION, A FLORIDA CORPORATION, LANDLORD, AND BERNANRD A. EGAN GROVES, INC., A FLORIDA CORPORATION, AS SUCCESSOR BY MERGER TO MCCAW COMMUNICATIONS OF FORT PIERCE, INC., A FLORIDA CORPORATION, TENANT, AS DISCLOSED OF RECORD AND AFFECTED BY ASSIGNMENT OF TOWER LEASES RECORDED IN OFFICIAL RECORDS BOOK 1207, PAGE 1955, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENT DESCRIBED THEREIN IS BLANKET IN NATURE, IT IS NOT SPECIFICALLY PLOTTABLE AND IS NOT GRAPHICALLY SHOWN HEREON.

ITEM 21. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TOWER SPACE LEASE AGREEMENT DATED AUGUST 24, 1992, AS AMENDED AUGUST 24, 1992, AND APRIL 1, 1997, BY AND BETWEEN SUNPURE, LTD., A FLORIDA LIMITED PARTNERSHIP, AS ASSIGNEE OF INDIAN RIVER FOODS, INC., A FLORIDA CORPORATION, AND BECKER HOLDING CORPORATION, A FLORIDA CORPORATION, LANDLORD, AND BELLSOUTH WIRELESS DATA, LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AS SUCCESSOR TO RAM MOBILE DATA USA LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, TENANT, AS DISCLOSED OF RECORD AND AFFECTED BY ASSIGNMENT OF TOWER LEASES RECORDED IN OFFICIAL RECORDS BOOK 1207, PAGE 1955, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENT DESCRIBED THEREIN IS BLANKET IN NATURE, IT IS NOT SPECIFICALLY PLOTTABLE AND IS NOT GRAPHICALLY SHOWN HEREON.

ITEM 22. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE LEASE OF SITE FOR COMMUNICATIONS FACILITIES DATED OCTOBER 16, 1997, BY AND BETWEEN SUNPURE, LTD., A FLORIDA LIMITED PARTNERSHIP, LANDLORD, AND BECKER HOLDING CORPORATION, A FLORIDA CORPORATION, TENANT, AS DISCLOSED OF RECORD AND AFFECTED BY ASSIGNMENT OF TOWER LEASES RECORDED IN OFFICIAL RECORDS BOOK 1207, PAGE 1955, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENT DESCRIBED THEREIN IS BLANKET IN NATURE, IT IS NOT SPECIFICALLY PLOTTABLE AND IS NOT GRAPHICALLY SHOWN HEREON.

ITEM 23. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE LEASE OF SITE FOR COMMUNICATIONS FACILITIES DATED OCTOBER 10, 1995, AS AMENDED OCTOBER 10, 1995, AND ASSIGNED MAY 6, 1995, BY AND BETWEEN SUNPURE, LTD., A FLORIDA LIMITED PARTNERSHIP, AS ASSIGNEE OF INDIAN RIVER FOODS, INC., A FLORIDA CORPORATION, AND BECKER HOLDING CORPORATION, A FLORIDA CORPORATION, LANDLORD, AND PINNACLE TOWERS, INC., A DELAWARE CORPORATION, AS ASSIGNEE OF SITECOM, INC., A FLORIDA CORPORATION, TENANT, AS DISCLOSED OF RECORD AND AFFECTED BY ASSIGNMENT OF TOWER LEASES RECORDED IN OFFICIAL RECORDS BOOK 1207, PAGE 1955, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENT DESCRIBED THEREIN IS BLANKET IN NATURE, IT IS NOT SPECIFICALLY PLOTTABLE AND IS NOT GRAPHICALLY SHOWN HEREON.

ITEM 24. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE SITE LEASE SCHEDULE AGREEMENT DATED JULY 12, 2000, BY AND BETWEEN PINNACLE TOWERS, INC., A DELAWARE CORPORATION, LESSOR, AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION, D/B/A NEXTEL COMMUNICATIONS, LESSEE, A MEMORANDUM OF WHICH WAS RECORDED IN OFFICIAL RECORDS BOOK 1370, PAGE 624; AS AMENDED BY FIRST AMENDMENT THERETO DATED JULY 13, 2006, A MEMORANDUM OF WHICH WAS RECORDED IN OFFICIAL RECORDS BOOK 2650, PAGE 949, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENT DESCRIBED THEREIN IS BLANKET IN NATURE, IT IS NOT SPECIFICALLY PLOTTABLE AND IS NOT GRAPHICALLY SHOWN HEREON.

ITEM 25. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2116, PAGE 2209, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE EASEMENT DESCRIBED THEREIN HAS BEEN PLOTTED AND IS GRAPHICALLY SHOWN HEREON.

ITEM 26. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE SITE LICENSE BY AND BETWEEN PINNACLE TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, LICENSOR, AND T-MOBILE SOUTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, LICENSEE, OF WHICH A MEMORANDUM DATED OCTOBER 20, 2009, WAS RECORDED IN OFFICIAL RECORDS BOOK 3238, PAGE 1286, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENT DESCRIBED THEREIN IS BLANKET IN NATURE, IT IS NOT SPECIFICALLY PLOTTABLE AND IS NOT GRAPHICALLY SHOWN HEREON.

ITEM 27. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TOWER REMOVAL AGREEMENT BY AND BETWEEN PINNACLE TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THE CITY OF FORT PIERCE, A FLORIDA MUNICIPAL CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 3534, PAGE 2895, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE INSTRUMENT DESCRIBED THEREIN IS BLANKET IN NATURE, IT IS NOT SPECIFICALLY PLOTTABLE AND IS NOT GRAPHICALLY SHOWN HEREON.

ITEM 28. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE ACCESS AND EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3962, PAGE 1646, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE EASEMENT DESCRIBED THEREIN HAS BEEN PLOTTED AND IS GRAPHICALLY SHOWN HEREON.

ITEM 29. ACCESS EASEMENT FROM BHT OF FLORIDA 4008, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO STEVEN EAKINS, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LEGEND:

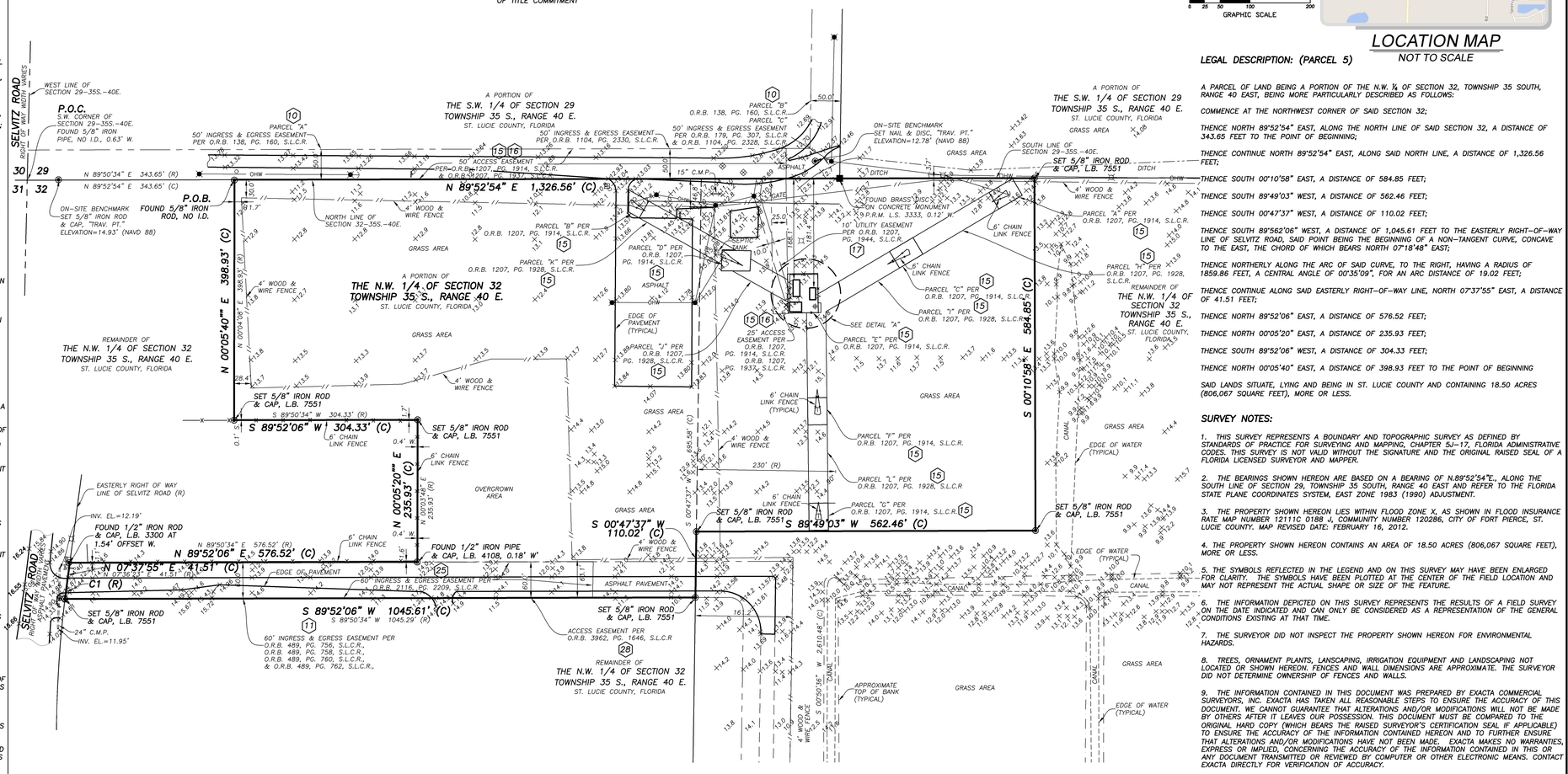
S.L.C.R.	ST. LUCIE COUNTY RECORDS
L.B.	LICENSED BUSINESS
(C)	CALCULATED
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
ID.	IDENTIFICATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
C1	CURVE No. 1 (SEEE CURVE TABLE)
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.P.	CORRUGATED METAL PIPE
-OHW-	OVERHEAD WIRES
L.S.	LICENSED SURVEYOR
F.F.E.=	FINISHED FLOOR ELEVATION
(10)	ITEM 10 OF SCHEDULE BII OF TITLE COMMITMENT

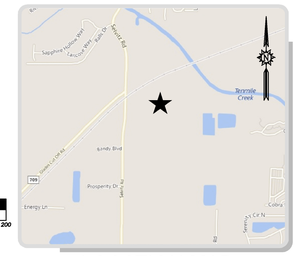
LEGEND:

(R)	DENOTES BEARING AND/OR DISTANCE BASED ON RECORD INFORMATION
N.S.L.R.W.C.D.	NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
INV. EL.	INVERT ELEVATION
TRAV. PT.	TRAVERSE POINT
	WOOD LIGHT POLE
	GUY ANCHOR
	WIRE PULL BOX
13.97'	SURFACE ELEVATION

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	19.02'	1859.86'	0°35'09"	N 07°18'48" E	19.02'





LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION: (PARCEL 5)

A PARCEL OF LAND BEING A PORTION OF THE N.W. ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32;

THENCE NORTH 89°52'54" EAST, ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 343.65 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°52'54" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,326.56 FEET;

THENCE SOUTH 00°10'58" EAST, A DISTANCE OF 584.85 FEET;

THENCE SOUTH 89°49'03" WEST, A DISTANCE OF 562.46 FEET;

THENCE SOUTH 00°47'37" WEST, A DISTANCE OF 110.02 FEET;

THENCE SOUTH 89°52'06" WEST, A DISTANCE OF 1,045.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SELVITZ ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, THE CHORD OF WHICH BEARS NORTH 07°18'48" EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 1859.86 FEET, A CENTRAL ANGLE OF 00°35'09", FOR AN ARC DISTANCE OF 19.02 FEET;

THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 07°37'55" EAST, A DISTANCE OF 41.51 FEET;

THENCE NORTH 89°52'06" EAST, A DISTANCE OF 576.52 FEET;

THENCE NORTH 00°05'20" EAST, A DISTANCE OF 235.93 FEET;

THENCE SOUTH 89°52'06" WEST, A DISTANCE OF 304.33 FEET;

THENCE NORTH 00°05'40" EAST, A DISTANCE OF 398.93 FEET TO THE POINT OF BEGINNING

SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY AND CONTAINING 18.50 ACRES (806,067 SQUARE FEET), MORE OR LESS.

SURVEY NOTES:

1. THIS SURVEY REPRESENTS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED BY STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N.89°52'54"E., ALONG THE SOUTH LINE OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND REFER TO THE FLORIDA STATE PLANE COORDINATES SYSTEM, EAST ZONE 1983 (1990) ADJUSTMENT.

3. THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X, AS SHOWN IN FLOOD INSURANCE RATE MAP NUMBER 12111C 0188 J, COMMUNITY NUMBER 120286, CITY OF FORT PIERCE, ST. LUCIE COUNTY. MAP REVISED DATE: FEBRUARY 16, 2012.

4. THE PROPERTY SHOWN HEREON CONTAINS AN AREA OF 18.50 ACRES (806,067 SQUARE FEET), MORE OR LESS.

5. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.

6. THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS A REPRESENTATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.

7. THE SURVEYOR DID NOT INSPECT THE PROPERTY SHOWN HEREON FOR ENVIRONMENTAL HAZARDS.

8. TREES, ORNAMENT PLANTS, LANSCAPING, IRRIGATION EQUIPMENT AND LANDSCAPING NOT LOCATED OR SHOWN HEREON. FENCES AND WALL DIMENSIONS ARE APPROXIMATE. THE SURVEYOR DID NOT DETERMINE OWNERSHIP OF FENCES AND WALLS.

9. THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY EXACTA COMMERCIAL SURVEYORS, INC. EXACTA HAS TAKEN ALL REASONABLE STEPS TO ENSURE THE ACCURACY OF THIS DOCUMENT. WE CANNOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE BY OTHERS AFTER IT LEAVES OUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY (WHICH BEARS THE RAISED SURVEYOR'S CERTIFICATION SEAL IF APPLICABLE) TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS AND/OR MODIFICATIONS HAVE NOT BEEN MADE. EXACTA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR REVIEWED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT EXACTA DIRECTLY FOR VERIFICATION OF ACCURACY.

10. BUILDING DIMENSIONS WERE MEASURED AT GROUND LEVEL AND ARE OVERALL. ARCHITECTURAL DETAILS MAY NOT BE SHOWN.

11. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

12. EXACTA COMMERCIAL SURVEYORS, INC., DID NOT SEARCH THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS AFFECTING THE PROPERTY BEING SURVEYED. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

13. THE ELEVATIONS SHOWN HEREON ARE BASED ON A ST. LUCIE COUNTY BENCHMARK "ROGER" AND REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE MARK IS A CONTROL DISK SET IN CONCRETE, 42 FEET PLUS OR MINUS EAST OF THE EAST EDGE OF PAVEMENT OF SELVITZ ROAD AND 10 FEET PLUS OR MINUS NORTHEAST OF A WOOD UTILITY POLE, 3 FEET PLUS OR MINUS WEST OF THE CORNER POST OF A 6 FOOT CHAIN-LINKED FENCE, MARK IS LOCATED AT THE INTERSECTION OF GLADES CUTOFF AND SELVITZ ROADS. ELEVATION=13.68'.

CERTIFIED TO:

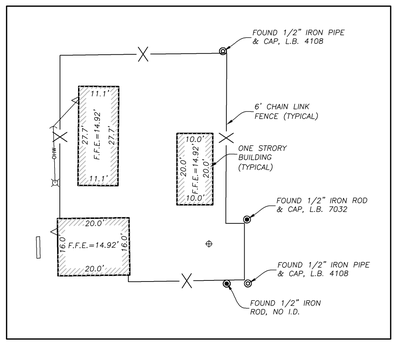
GEORGE L. SOUTHWORTH, AS TRUSTEE OF THE GEORGE L. SOUTHWORTH REVOCABLE TRUST DATED FEBRUARY 17, 2006, AS AMENDED; OLD PALM TITLE, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY.

CERTIFICATE:

THIS IS TO CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6080
STATE OF FLORIDA

EXACTA COMMERCIAL SURVEYORS, INC. L.B. 7551
email:javier@exactacomm.com



DETAIL "A"
SCAL: 1"=20'

EXACTA COMMERCIAL SURVEYORS, INC.
3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414
TEL. NO> 561-314-0769 FAX No. 561-314-0770
LB 7551

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY
A PORTION OF THE N.W. 1/4 OF SECTION 32, TOWNSHIP 35 S., RANGE 40 E.
ST. LUCIE COUNTY, FLORIDA
3798 SELVITZ ROAD, FORT PIERCE, FL. 34981

BHT PROPERTIES
CLIENT: GROUP
DATE 02/21/18
DRWN BY JDLR
CHK'D BY J.E.C.
LAST FIELD DATE: 01/22/18
REVISIONS
JOB NO. ECS1206 TASK 5
SHEET NO. 01 **OF** 01

15. **Applicant Acknowledgements** (Owner's signature must be notarized)

I certify that: (Check One)

xx I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

____ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature — Date: 5-23-2018

P.O. Box 16966 Tampa — Address

FL — State

33687 — Zip

813-760-5689 — Phone

813-899-1105 — Fax

gsouthworth1@gmail.com — E-mail Address

****

STATE OF: Florida
COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 23 day of May 2018 by George L. Southworth who is personally known to me or who has produced _____ as identification.

Patricia Keller
Signature of Notary

Patricia Keller
Type or Print Name of Notary

_____
Commission Number (Seal)

PATRICIA S. KELLER
Commission # FF 978473
Expires July 24, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

[go to next page]

16. **Property Owners 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 for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

George L Southworth
Property Owners Name (Please Print)

Property Owners Signature

5-23-2018
Date

P.O. Box 16966
Address

FL
State

33687
Zip

813-760-5689
Phone

813-899-1105
Fax

gsouthworth1@gmail.com
E-mail Address

****

STATE OF: Florida
COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 23 day of May 2018 by George L Southworth who is personally known to me or who has produced _____ as identification.

Patricia Keller
Signature of Notary

Patricia Keller
Type or Print Name of Notary

_____
Commission Number (Seal)

PATRICIA S. KELLER
Commission # FF 978473
Expires July 24, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

OFFICE USE:

Date Received _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

LEGAL DESCRIPTION

PARCEL 5:

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32:

THENCE NORTH 89°52'54" EAST, ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 343.66 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUE NORTH 89°52'54" EAST, ALONG SAID NORTH LINE A DISTANCE OF 1,326.56 FEET;

THENCE SOUTH 00°10'58" EAST, A DISTANCE OF 584.85 FEET;

THENCE SOUTH 89°49'03" WEST, A DISTANCE OF 562.46 FEET;

THENCE SOUTH 00°47'37" WEST, A DISTANCE OF 110.02 FEET;

THENCE SOUTH 89°52'06" WEST, A DISTANCE OF 1,045.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SELVITZ ROAD, SAID POINT BEING THE OF BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, THE CHORD OF WHICH BEARS NORTH 07°18'48" EAST.

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 00°35'09", FOR AN ARC DISTANCE OF 19.02 FEET;

THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 07°37'55" EAST, A DISTANCE OF 41.51 FEET;

THENCE NORTH 89°52'06" EAST, A DISTANCE OF 576.52 FEET;

THENCE NORTH 00°05'20" EAST, A DISTANCE OF 235.93 FEET;

THENCE SOUTH 89°52'06" WEST, A DISTANCE OF 304.33 FEET;

THENCE NORTH 00°05'40" EAST, A DISTANCE OF 398.93 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY AND CONTAINING 18.50 ACRES (806,067 SQUARE FEET), MORE OR LESS.

Property Card

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

Property Identification

Site Address: SELVITZ RD	Parcel ID: 2432-221-0002-000-6	Account #: 140363	Sec/Town/Range: 32/35S/40E
Map ID: 24/32N	Zoning: I3-Heavy I	Use Type: 6000	Jurisdiction: Fort Pierce

Ownership

BHT of Florida 4008 LLC
5081 SW 48th ST Ste 103
Davie, FL 33314

Legal Description

32 35 40 32 35 40 THAT PART OF SEC MPDAF: FROM NW COR OF SEC RUN N 89 50 34 E ALG N LI OF SEC 343.65 FT TO POB; TH CONT N 89 51 05 E ALG N LI 1326.56 FT, TH S 00 10 58 E 584.85 FT, TH S89 49 03 W 562.46 FT, TH S 00 47 37 W 110.02 FT, TH S 89 52 06 W 1045.61 FT TO E RD R/W LI OF SELVITZ RD AND CURVE CONC E, R OF 1859.86 FT, TH NLY ALG ARC 19.02 FT, TH N 07 37 55 E 41.51 FT, TH N 89 52 06 E 576.52 FT, TH N 00 05 20 E 235.93 FT, TH S 89 52 06 W 304.33 FT, TH N 00 05 40 E 398.93 FT TO POB (18.514 AC - 806,470 SF) (OR 4105-2187)

Current Values

Just/Market:	$229,400	Assessed:	$229,400
Exemptions:	$0	Taxable:	$229,400

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2017	$229,400	$229,400	$0	$229,400
2016	$229,400	$229,400	$0	$229,400
2015	$229,400	$229,400	$0	$229,400

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
02-26-2018	4131 / 1087	0311	SP	BHT of Florida 4008 LLC	$0
02-26-2018	4104 / 0369	0205	SP	Cargill Juice N America Inc	$1,950,000
10-26-2004	2116 / 2200	XX01	WD	Johnson,Bobby	$145,700

Primary Building Information

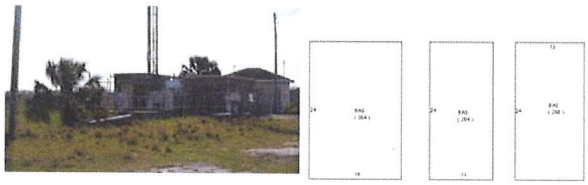
Finished Area of this building: 936 SF
Gross Area of this building: 936 SF

Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Hip	Building Type: UT4
Year Built: 1990	Frame:	Grade: Y_D	Effective Year: 1990
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

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



Total Areas

Finished/Under Air (SF):	936
Gross Area (SF):	936
Land Size (acres):	18.51
Land Size (SF):	806,470
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
TRIPLE LIGHT	1	1	1990
CHAINLINK 6'	1	300	1990
SINGLE LIGHT	1	2	1990
DOUBLE LIGHT	1	3	1990

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4409504 OR BOOK 4105 PAGE 2187, Recorded 03/08/2018 09:45:08 AM Doc
Tax: $8400.00

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Steven K. Platzek, Esq.
Graner Platzek & Allison, P.A.
720 E. Palmetto Park Road
Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 10 day of **March, 2018** by **BHT OF FLORIDA 4008 LLC, a Florida limited liability company,** whose post office address is 5081 SW 48th Street, Suite 103, Davie, FL 33314, herein called the Grantor, to George L. Southworth, as Trustee of the **George L. Southworth Revocable Trust dated February 17, 2006, as amended,** whose post office address is P.O. Box 16966, Tampa, FL 33687, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in ST. LUCIE County, State of Florida, viz.:

See Exhibit "A" attached hereto.

TOGETHER, with all the tenements, hereditaments 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 said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said 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, 2017.

[Signature and Notary Acknowledgement on next page]

OR BOOK 4105 PAGE 2188

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

Signed, sealed and delivered in the presence of us:

Witness #1 Signature

Kristin Albrecht

Witness #1 Printed Name

Witness #2 Signature

Stan Platen

Witness #2 Printed Name

BHT OF FLORIDA 4008 LLC,
a Florida limited liability company

By: BHT Manager, LLC,
a Florida limited liability company,
Its Manager

By: _____
Name: Ariel Edry
Title: Manager

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of ~~March~~ February, 2018 by Ariel Edry, as Manager of BHT Manager, LLC, as the Manager of **BHT OF FLORIDA 4008 LLC** who are personally known to me or have produced FL D/L as identification and who ☑ did ☐ did not take an oath.

SEAL

KRISTIN ALBRECHT
MY COMMISSION # FF 243088
EXPIRES: June 22, 2019
Bonded Thru Notary Public Underwriters

Notary Public

Printed Notary Name

My commission expires:

OR BOOK 4105 PAGE 2189

EXHIBIT "A"

Legal Description

A PARCEL OF LAND BEING A PORTION OF THE N.W. 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32;

THENCE NORTH 89°52'54" EAST, ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 343.65 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°52'54" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,326.56 FEET;

THENCE SOUTH 00°10'58" EAST, A DISTANCE OF 584.85 FEET;

THENCE SOUTH 89°49'03" WEST, A DISTANCE OF 562.46 FEET;

THENCE SOUTH 00°47'37" WEST, A DISTANCE OF 110.02 FEET;

THENCE SOUTH 89°562'06" WEST, A DISTANCE OF 1,045.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SELVITZ ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, THE CHORD OF WHICH BEARS NORTH 07°18'48" EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 1859.86 FEET, A CENTRAL ANGLE OF 00°35'09", FOR AN ARC DISTANCE OF 19.02 FEET;

THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 07°37'55" EAST, A DISTANCE OF 41.51 FEET;

THENCE NORTH 89°52'06" EAST, A DISTANCE OF 576.52 FEET;

THENCE NORTH 00°05'20" EAST, A DISTANCE OF 235.93 FEET;

THENCE SOUTH 89°52'06" WEST, A DISTANCE OF 304.33 FEET;

THENCE NORTH 00°05'40" EAST, A DISTANCE OF 398.93 FEET TO THE POINT OF BEGINNING

SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4407925 OR BOOK 4104 PAGE 369, Recorded 03/05/2018 10:59:42 AM Doc Tax: $13650.00

When Recorded, Return To:
BHT of Florida 4008 LLC
5081 SW 48th Street, Suite 103
Davie, Florida 33314

Escrow No. : 5011612-1062-3890150

Prepared by:
Cargill Juice North America, Inc.
15407 McGinty Rd W
Wayzata, MN 55391

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on March 2, 2018, by **CARGILL JUICE NORTH AMERICA, INC.**, a Delaware corporation, hereinafter called the Grantor whose address is 15407 McGinty Road West, Wayzata, MN 55391, and **BHT OF FLORIDA 4008 LLC**, a Florida limited liability company, hereinafter called the Grantee, whose address is 5081 SW 48th Street, Suite 103, Davie, Florida 33314 (Whenever used herein, the terms "Grantor" and "Grantee" include the parties to this instrument, and their successors and assigns).

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of $10.00 Dollars and other valuable considerations, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto the Grantee, all that certain land located in St. Lucie County, Fort Pierce, Florida, described on the attached Exhibit A hereto (the "Premises");

SUBJECT TO all taxes, assessments, liens, easements, encumbrances and restrictions of record and all matters that an accurate inspection or survey of the Premises would disclose;

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

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

OR BOOK 4104 PAGE 370

AND the Grantor hereby binds itself to warrant and defend title to the Premises as against all acts of the Grantor herein and none other, subject to the matters set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed and delivered in our presence:

WITNESSES;

Printed Name Yander Schmidt

Printed Name MARY FOGARTY

CARGILL JUICE NORTH AMERICA, INC.,
a Delaware corporation

By
Printed Name: Thomas Abrahamson
Title Vice President

OR BOOK 4104 PAGE 371

STATE OF MINNEOTA)
) SS.
COUNTY OF HENNEPIN)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Thomas Abrahamson, Vice President of CARGILL JUICE NORTH AMERICA, INC., a Delaware corporation, on behalf of the corporation, to me known to be the person described in and who executed the foregoing instrument and that he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid on February 26, 2018.

VICKI ANN POOLER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/20

Printed Name: Vicki Pooler
Notary Public, Hennepin County, MN

My Commission Expires:
1·31·2020

OR BOOK 4104 PAGE 372

EXHIBIT A
Legal Description

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 32; thence North 89 degrees 50'34" East along the North line of said Section 32, a distance of 343.65 feet to the Point of Beginning; thence continue North 89 degrees 50'34" East along said North line, a distance of 604.07 feet; thence South 00 degrees 47'49" West, a distance of 460.07 feet; thence North 89 degrees 52'58" East, a distance of 170.02 feet; thence South 00 degrees 47'37" West, a distance of 234.76 feet; thence South 89 degrees 50'34" West, parallel with, as measured at right angles to the North line of said Section 32, a distance of 1045.29 feet to the Easterly right-of-way line of Selvitz Road, said point being the beginning of a non-tangent curve, concave to the East having a radius of 1859.86 feet, the chord of which bears North 07 degrees 18'48" East; thence Northerly along the arc of said curve through a central angle of 00 degrees 35' 09", a distance of 19.02 feet; thence North 07 degrees 36'23" East, a distance of 41.51 feet; thence departing said Easterly right-of-way line North 89 degrees 50'34" East, parallel with, as measured at right angles to the North line of said Section 32, a distance of 576.52 feet; thence North 00 degrees 03'48" East, a distance of 235.93 feet; thence South 89 degrees 50'34" West, parallel with, as measured at right angles to the North line of said Section 32, a distance of 304.33 feet; thence North 00 degrees 04'06" East, a distance of 398.93 feet to the Point of Beginning.

AND

Being a parcel of land lying in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

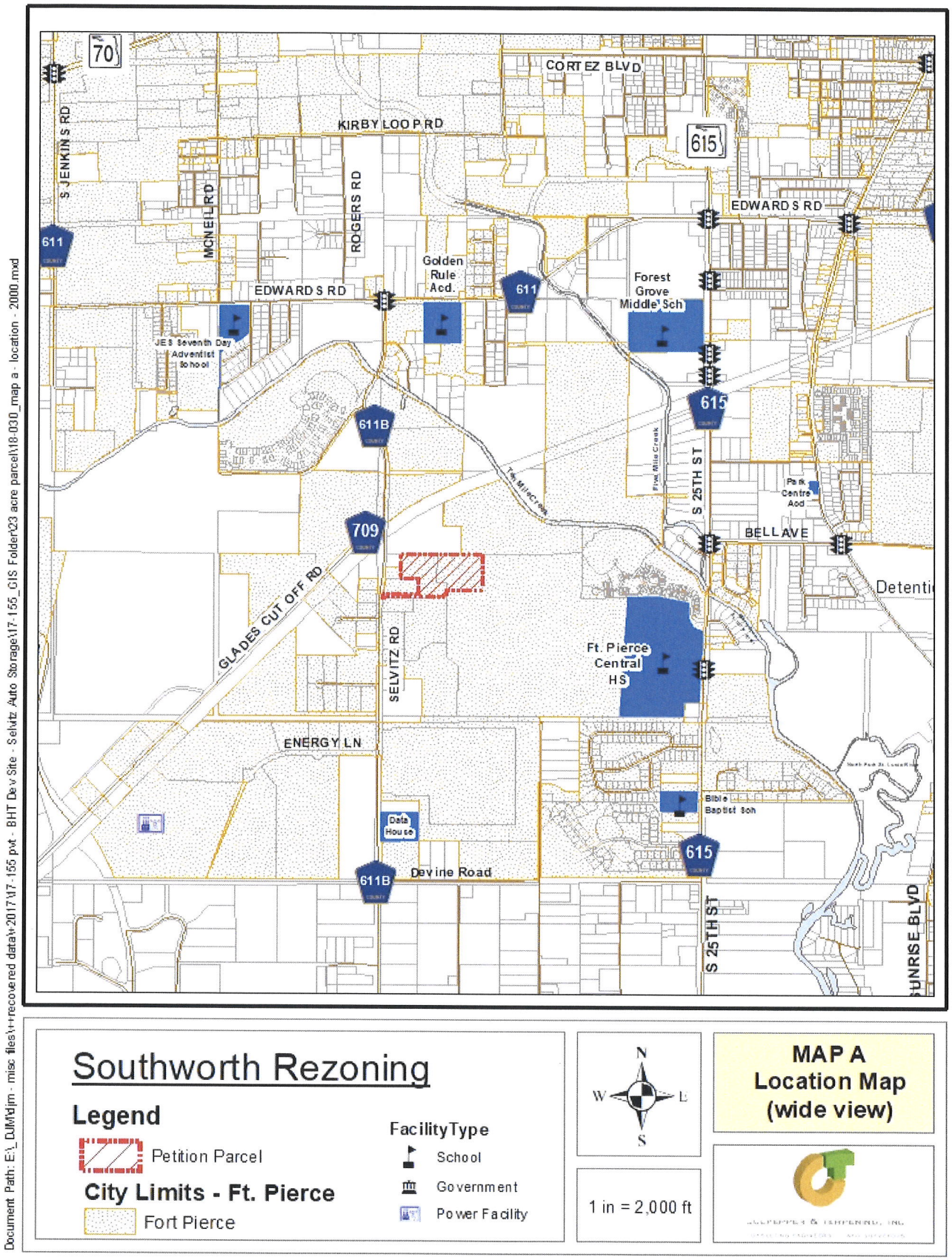
Beginning at the Northwest corner of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, recorded in Chancery No. 680-E, dated April 25, 1938; thence run South 89°36'15" East (assumed datum), a distance of 77.86 feet to the South 1/4 corner of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run North 00°54'36" East, along the North-South 1/4 Section line, a distance of 527.49 feet, more or less, to the South shore of Ten Mile Creek; thence run Southeasterly, meandering the said South shore, to a point on the West line of a tract to Adams Ranch, Inc., as in Official Records Book 328, at Page 1222, of the public records of St. Lucie County, Florida; thence run South 01°09'02" West, a distance of 1185.88 feet, more or less, to a concrete monument; thence run North 88°07'52" East, a distance of 682.40 feet, to the East line of the Northwest 1/4 of the Northeast 1/ 4 of said Section 32, by said Chancery No. 680-E; thence run South 01°49'35" West, a distance of 594.97 feet, to an iron pipe in concrete at the Southeast corner of the said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E; thence run South 88°03'45" West, along the South line of said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E, a distance of 1350.98 feet, to the Southwest corner of the said Northwest 1/ 4 of the Northeast 1/4, by said Chancery 680-E; thence run North 00°25'20" East, along the West line of said Northwest 1/4 of the Northeast 1/4, by said Chancery No. 680-E, a distance of 1332.57 feet, to the POINT OF BEGINNING; all lying and being in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

AND

The Northeast 1/ 4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, lying and being in St. Lucie County, Florida.

AND

The East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, and the West 170.00 feet of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.



Southworth Rezoning

Legend

Petition Parcel

City Limits - Ft. Pierce

Fort Pierce

FacilityType

School

Government

Power Facility

N

W E

S

1 in = 2,000 ft

MAP A
Location Map
(wide view)

Document Path: E:_DJM\djm - misc files\++recovered data\+2017\17-155 pvt - BHT Dev Site - Selvitz Auto Storage\17-155_GIS Folder\23 acre parcel\18-030_map a - location - 2000.mxd

EDWARDS RD
611
Golden Rule Acd.
Forest Grove Middle Sch
611B
Ten Mile Creek
Five Mile Creek
S 25TH ST
709
GLADES CUT OFF RD
SELVITZ RD
Ft. Pierce Central HS
ENERGY LN
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Southworth Rezoning
Legend
Petition Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
School
Government
Power Facility
N
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1 in = 1,000 ft
MAP B
Location Map
(close view)

Document Path: E:_DJM\djm - misc files\++recovered data\+2017\17-155 pvt - BHT Dev Site - Selvitz Auto Storage\17-155_GIS Folder\23 acre parcel\18-030_map c - aerial - 500.mxd

Southworth Rezoning

Legend

Petition Parcel

City Limits - Ft. Pierce

Fort Pierce

FacilityType

School

Government

Power Facility

N

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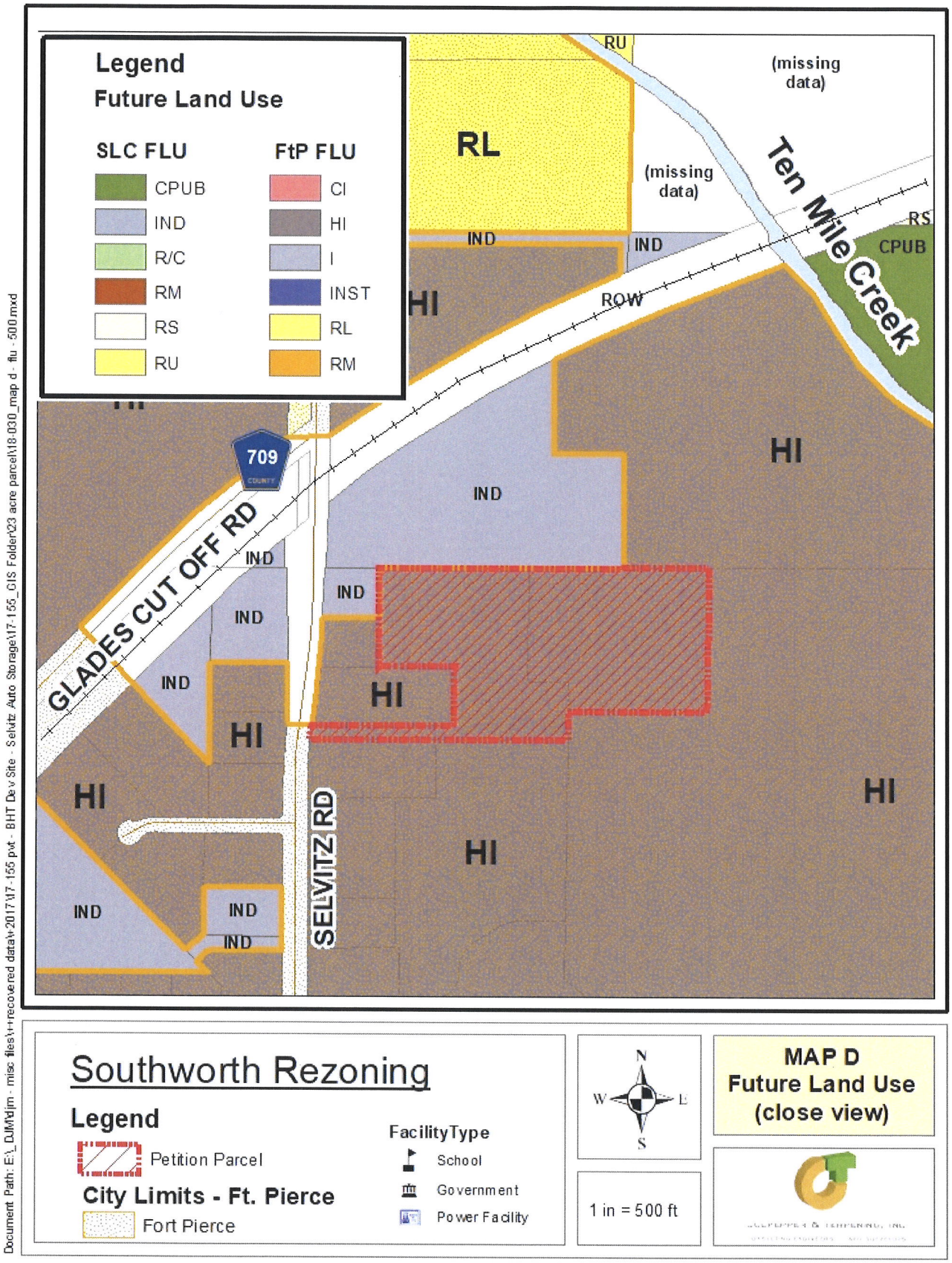
1 in = 500 ft

MAP C
Aerial map
(close view)


Legend
Future Land Use
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Southworth Rezoning
Legend
Petition Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
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Power Facility
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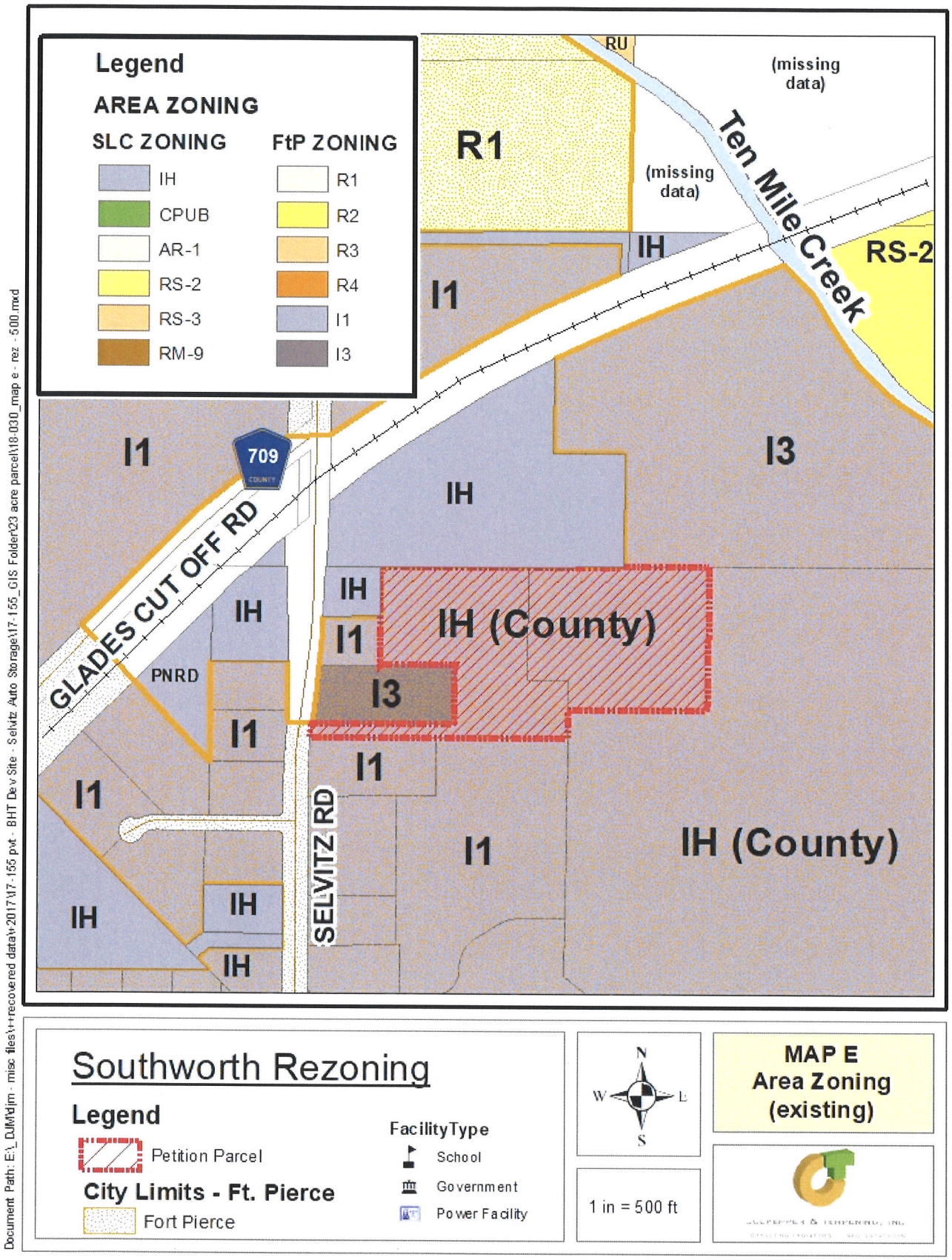
MAP D
Future Land Use
(close view)


Legend
AREA ZONING
SLC ZONING
IH
CPUB
AR-1
RS-2
RS-3
RM-9
FtP ZONING
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R2
R3
R4
I1
I3
RU
(missing data)
(missing data)
R1
Ten Mile Creek
RS-2
IH
I1
I1
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I3
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GLADES CUT OFF RD
IH
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IH (County)
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PNRD
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Southworth Rezoning
Legend
Petition Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
School
Government
Power Facility
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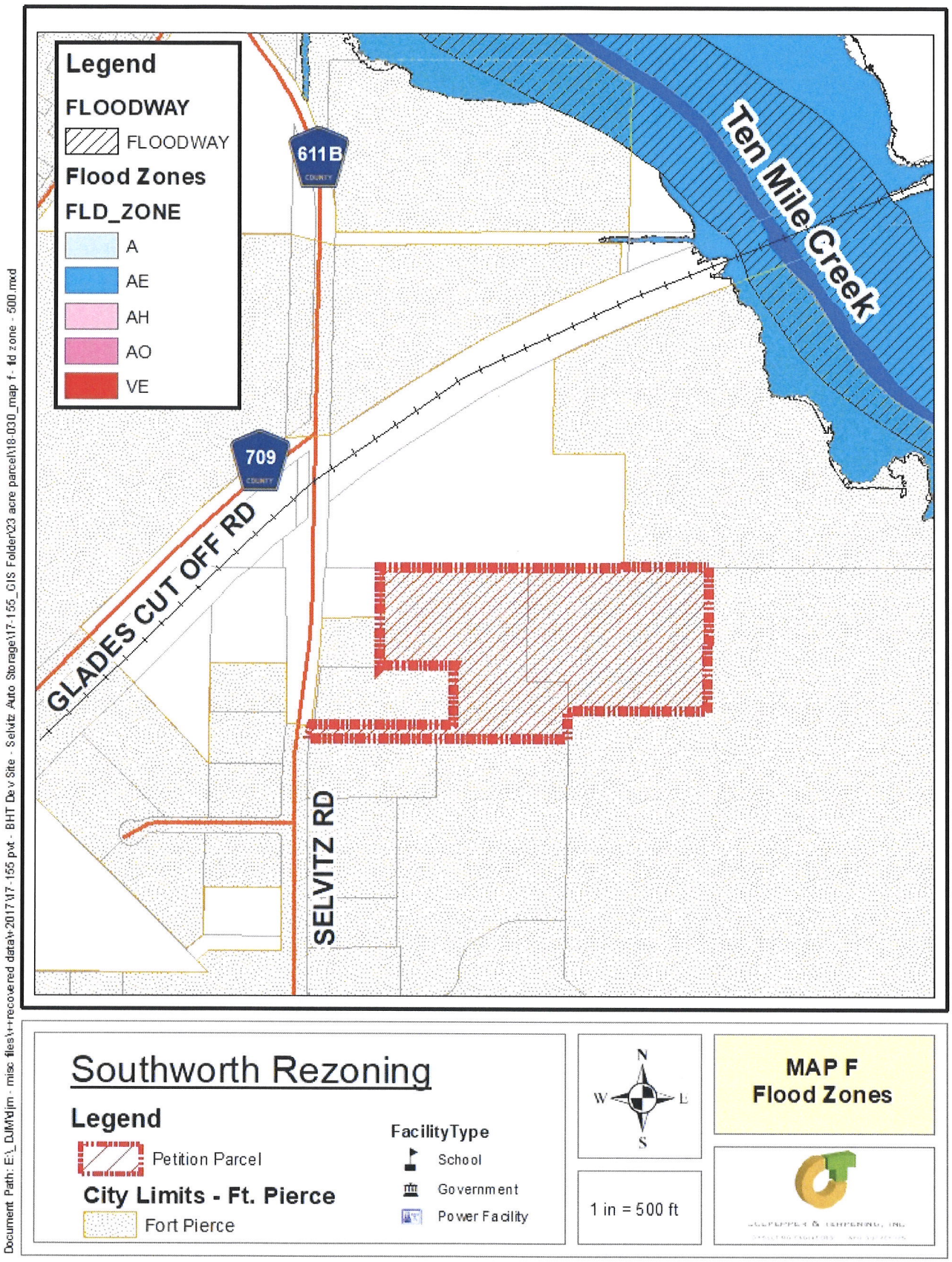
1 in = 500 ft
MAP E
Area Zoning
(existing)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FLOODWAY
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Flood Zones
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GLADES CUT OFF RD
SELVITZ RD
Ten Mile Creek
Southworth Rezoning
Legend
Petition Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
School
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Power Facility
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MAP F
Flood Zones
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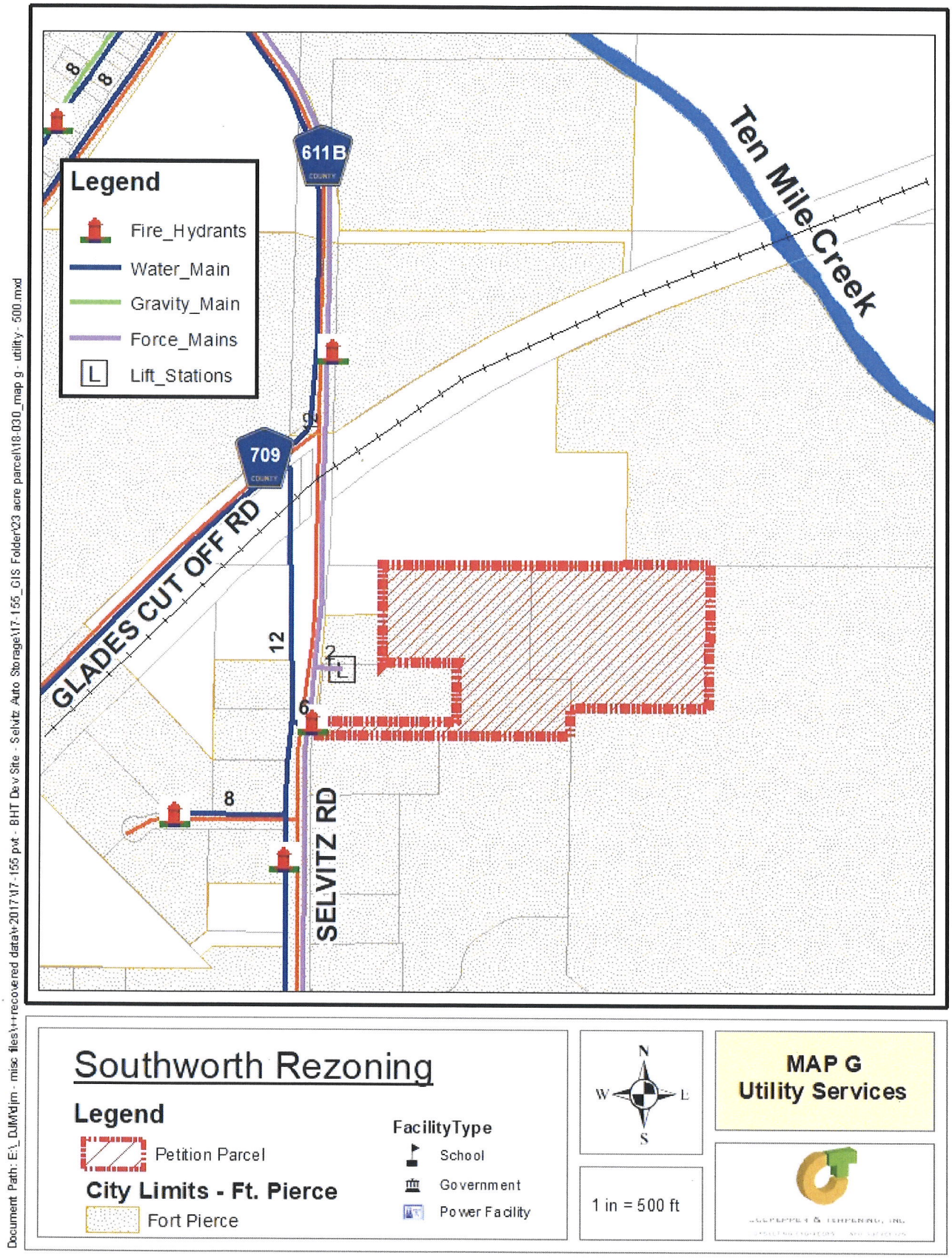
Legend
Fire_Hydrants
Water_Main
Gravity_Main
Force_Mains
Lift_Stations
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Ten Mile Creek
GLADES CUT OFF RD
SELVITZ RD
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Southworth Rezoning
Legend
Petition Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
School
Government
Power Facility
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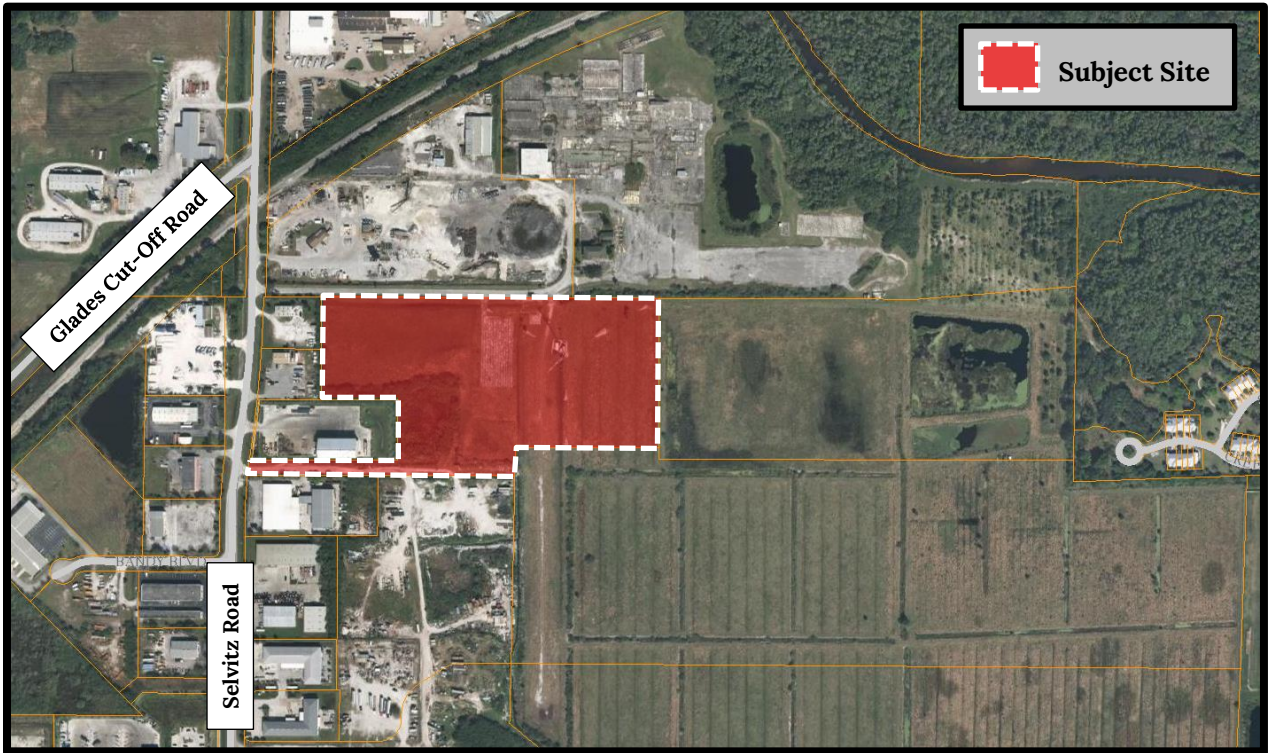
1 in = 500 ft
MAP G
Utility Services

END OF DOCUMENT



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Zoning Atlas Map Amendment
3802 Selvitz Road
Site Map

N
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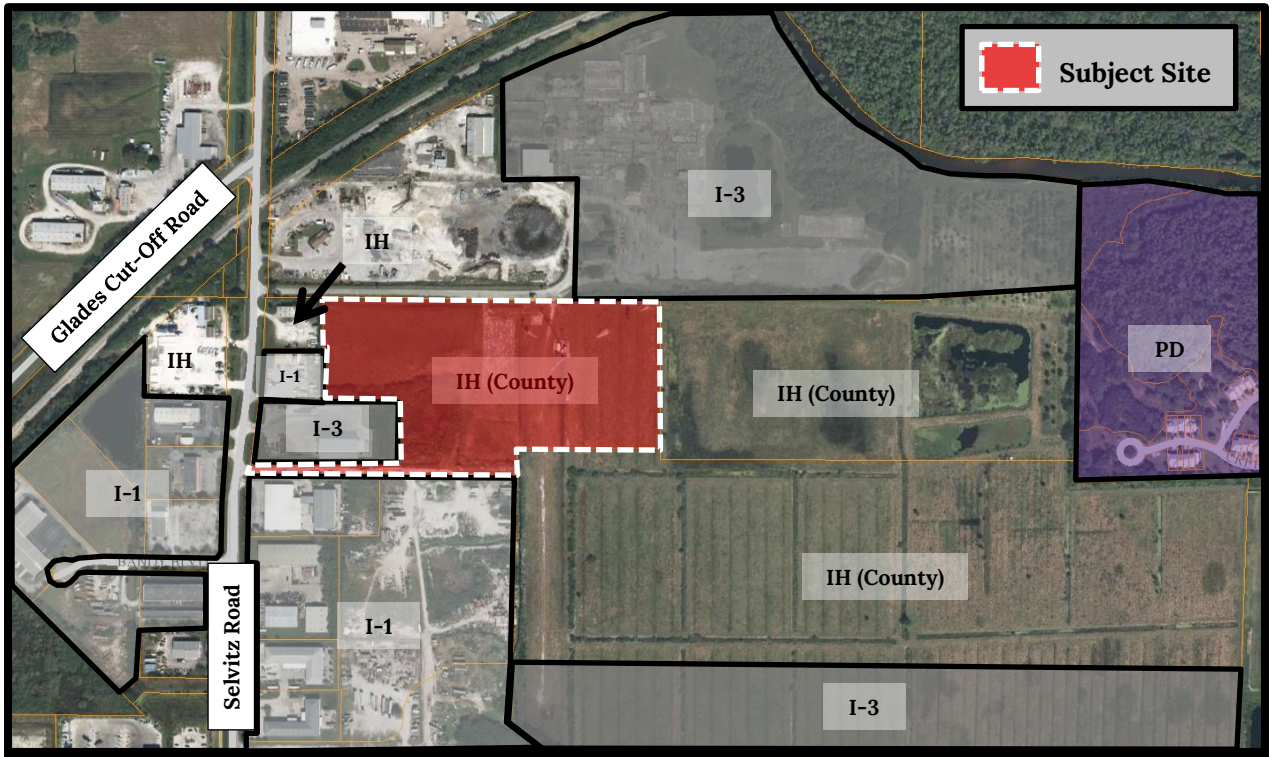
S



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Zoning Atlas Map Amendment
3802 Selvitz Road
Zoning Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

June 19, 2018

George L. Southworth
P.O. Box 16966
Tampa, FL 33687

SUBJECT: Concrete Impressions
TECHNICAL REVIEW PROJECT: # 18-06000005

Comments:

1. While a survey was provided it was not signed and sealed. Please provide a signed and sealed survey.

2. Please confirm with the Code Enforcement Department that there are no outstanding code violations with the property. If there are, please start the process to address all violations prior to the 1st reading by the City Commission

Please provide a written response to all TRC comments and provide submittal of all new materials by June 28, 2018 to advance to the Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Concrete Impressions – 2432-221-0002-000-6
Zoning Atlas Map Amendment
TRC No. 18-06000005

DATE : June 15, 2018

RECEIVED
JUN 19 2018
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on June 7, 2018:

- [x] Rezoning Application
- [ ] Construction Drawings
- [ ] Test Reports & Related Documents
- [ ] Executed Construction Contract
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Rezoning Request
- [ ] Building Permit
- [ ] C/O

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

- [ ] See attached for engineering comments

JRA/TST/dhr

Q:\ENGINEERING\Site Development Projects\C\Concrete Impressions\Submittal No. 1 - 060718\Zoning Amendment - 060718.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: June 21, 2018
Property Address: 3798 Selvitz Rd.
Property Name:
Project Name: Concrete Impressions – Zoning Atlas Map Amd.
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 6/20/18

FPUA Comments

Rezoning - Concrete Impressions - East side of Selvitz Road, behind Ft. Pierce Waste
Transfer Station
W/WW Engineering: Approved
Electric & Gas Engineering: Approved

June 13th, 2018

Project: **Zoning Atlas Map Amendment – Concrete Impressions**
Subject: **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

1) Please add to the notes. "The expected use of the survey and map is Commercial" and "All measurements are in accordance with the United States standard, in feet."
2) . A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to "True North"; "Grid North as established by the NOS"; "Assumed North based on a bearing for a well-defined line, such as the center line of a road or right of way, etc."; "a Deed Call for a particular line"; or "the bearing of a particular line shown upon a plat." References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line. Please describe and indicate the monumentation used for the Bearing Base.
3) Please add the verbiage "Bearing Base" above the bearing described in the report.
4) Survey Note 13, please indicate if the elevation is in feet or meters.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

TO: Brandon Creagan, LEED Green Associate, Planner

THROUGH: Mayte Santamaria, Assistant Director

FROM: Kori Benton, Senior Planner

DATE: June 20, 2018

SUBJECT: **Zoning Atlas Map Amendment – Concrete Impressions – 2432-221-0002-000-6**

Background

The St. Lucie County Planning & Development Services Department has completed a review of the June 7, 2018 distribution of Technical Review Project# 18-06000005.

The applicant is requesting a Zoning Atlas Map Amendment for a property located east of Selvitz Road, behind the Fort Pierce waste transfer station. The property is 18.51 acres and has a St. Lucie County zoning of IH, Industrial Heavy and a City Future Land- Use of HI, Heavy Industrial. The applicant would like to rezone the property to City I-3 Heavy Industrial. The Parcel ID for the lot is 2432-221-0002-000-6.

General Review Inquiries or Notes:

- The Zoning Atlas Amendment did not include an Environmental Study for the property.

Please contact Kori Benton at 772-462-2518 if you have any questions or would like to discuss the presented comments.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: 3802 Selvitz Road Rezoning

NOTICES PROVIDED PURSUANT TO: City Code 22-143

NOTICE BY NEWSPAPER: August 5, 2018

NOTICE BY MAIL: August 7, 2018

NOTICE BY SIGNS: August 7, 2018

VERIFIED BY: Brandon Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 8/8/18

City Commission Regular Meeting **12.g.**

Meeting Date: 09/04/2018

Re: Zoning Atlas Amendment & Planned Development Review- Redhawk Rebar - 428 Bandy Boulevard

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-027 Approval of a Zoning Atlas Amendment (Rezoning) from I1, Light Industrial, to PD, Planned Development, along with Planned Development Plan for the Redhawk Rebar facility located at 4280 Bandy Boulevard , Fort Pierce, FL. SECOND READING

SUMMARY:

- The applicant is requesting the review and approval of a Planned Development (PD) for Redhawk Rebar to rezone the subject site and to authorize the development of an industrial facility specializing in rebar bending for construction sites.
- **The proposed Redhawk Rebar Facility is a Planned Development (PD) is for the purpose of constructing a manufacturing facility that transforms already fabricated rebards into components for the commercial construction process.**
- The parcel is located on a 3.57 acre tract of land.
- The proposed manufacturing facility will be located within Fort Pierce Industrial Park, on a formerly cleared parcel that was never developed, which is just west of Selvitz Road and south of Glades Cut Off Road.
- The proposed development plan consists of a 40,000 sq. ft. manufacturing facility, of which 8,000 sq. ft. provides office space, Faze I - 16,000 sq. ft. industrial building, Phase 2 - 16,000 sq. ft. industrial building and a 4,000 sq. ft. area for covered staging of finished product.
- **The plan also incorporates a railroad spur to accommodate deliveries to and from the site, vehicular parking, site lighting, landscaping, and storm water facilities to support the proposed plant. Construction is proposed for completion within two phases, designated to commence in the fall of 2018 and be completed within two years of Planned Development Approval (August 2020). The work shifts are presented to be standard hours of operation from approximately 7 AM to 5 PM.**

RECOMMENDATION:

The proposed zoning atlas amendment, Design Review and Planned Development (PD) to rezone the subject site and development to create a defined development plan and support facilities for the intended user upon the subject site. The request for a Planned Development is generally consistent with the processes outlined in the Land Development Code, the underlying intensity of the proposed use is consistent Future Land Use Element of the City's Comprehensive Plan for Industrial Districts; therefore staff recommends that the City Commission **approve** the presented plan (PD) and rezoning request with the following conditions:

1. Open Space calculation revised to reflect the 20% required in the Land Development Code, Land Development Code22-40(b)(3).This revision should be made prior to City Commission.

2. Site Lighting is provided in accordance with Land Development Code 22-60(j)(1) Off Street Parking and Loading at the time of Building Permit Review.

3. Building elevations be provided prior to City Commission in accordance with Land Development Code Section 22-59 (c)(1)j.

4. Please provide an updated response to the City of Fort Pierce Engineering Department review dated June 29, 2018 prior to Building Permit application.

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

James Messer, City Attorney
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

*

Attachments

Staff Report
Ordinance 18-027
Aerial
Zoning Map
FLU Map
Applications
Property Card
Site Plan
Site Plan with Aerial
Design Description
Elevations & Signage
Design Rendering
Landscape Plan
Traffic Impact Statement

TRC Comments
Response from Applicant for TRC Comments
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/15/2018 10:59 AM

Form Started By: Vennis Gilmore Started On: 08/08/2018 02:40 PM
Final Approval Date: 08/22/2018

ORDINANCE NO. 18-027

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** THE PROPERTY GENERALLY LOCATED AT **4280 BANDY BOULEVARD**, FROM I-1, LIGHT INDUSTRIAL ZONE, TO PD, PLANNED DEVELOPMENT; FURTHER **APPROVING A DEVELOPMENT PLAN** PURSUANT TO SECTION 22-40, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is located at 4280 Bandy Boulevard, within the City of Fort Pierce, Florida, representing approximately 3.57 Acres of land; and

WHEREAS, the subject site is presently designated I-1, Light Industrial Zone; and

WHEREAS, the applicant seeks rezoning of the subject 3.57 acre site, Parcel ID: 2431-505-0008-000-6, from I-1, Light Industrial Zone to PD, Planned Development; and

WHEREAS, the applicant has concurrently filed a proposed development plan pursuant to City Code Section 22-40 to adjoin the proposed rezoning; and

WHEREAS, the proposed zoning atlas amendment (rezoning) and coupled development plan is consistent with the comprehensive plan, and will not have an adverse effect on the ability of the city to satisfy land and water use needs, and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 22-131; and

WHEREAS, the City of Fort Pierce Planning Board, at their July 10th, 2018 meeting, voted unanimously to recommend approval of the proposed Zoning Atlas Amendment for Ordinance 18-027.

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

SECTION 1. From and after the effective date hereof, the following property is shown on Exhibit "A" and is legally described as:

4280 Bandy Boulevard, Parcel ID: 2431-505-0008-000-6
LEGAL DESCRIPTION:
FT PIERCE BUSINESS PARK LOT 8 (3.57 AC) (OR 3706-2228)

Shall be and the same is hereby rezoned from I-1, Light Industrial Zone, to PD, Planned Development; said property being located at 4280 Bandy Boulevard in Fort Pierce, Florida.

SECTION 2. The Development Plan for the subject Planned Development as depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, be and the same are hereby approved, and shall serve as the Development Plan associated with the subject Planned Development.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain

in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-027 was duly advertised by title only in the St. Lucie News Tribune on August 5th, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 20th, 2018; and was duly introduced, read by title only, and passed on second and final reading September 4th, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of September, 2018.

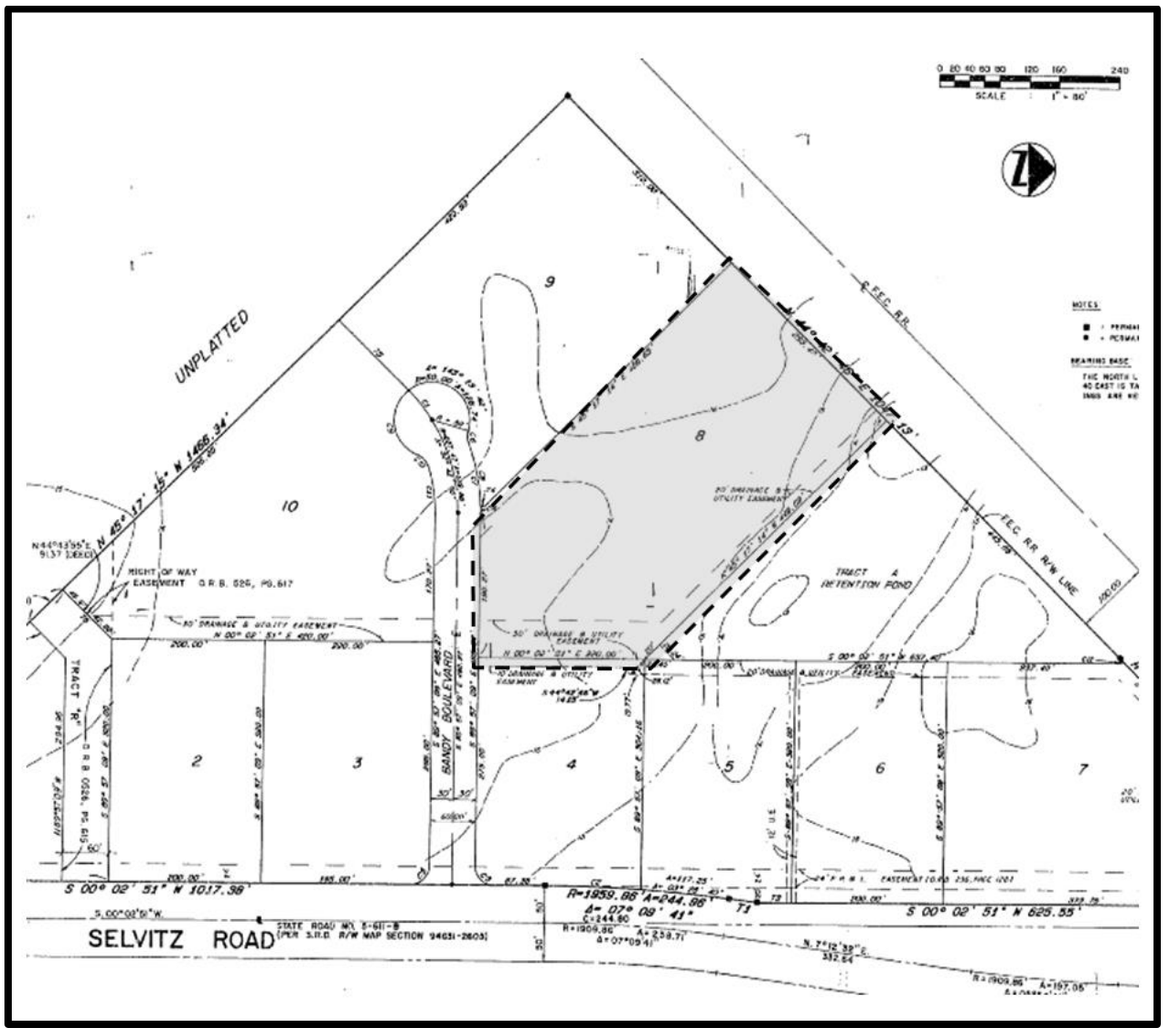
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST:

(CITY SEAL)

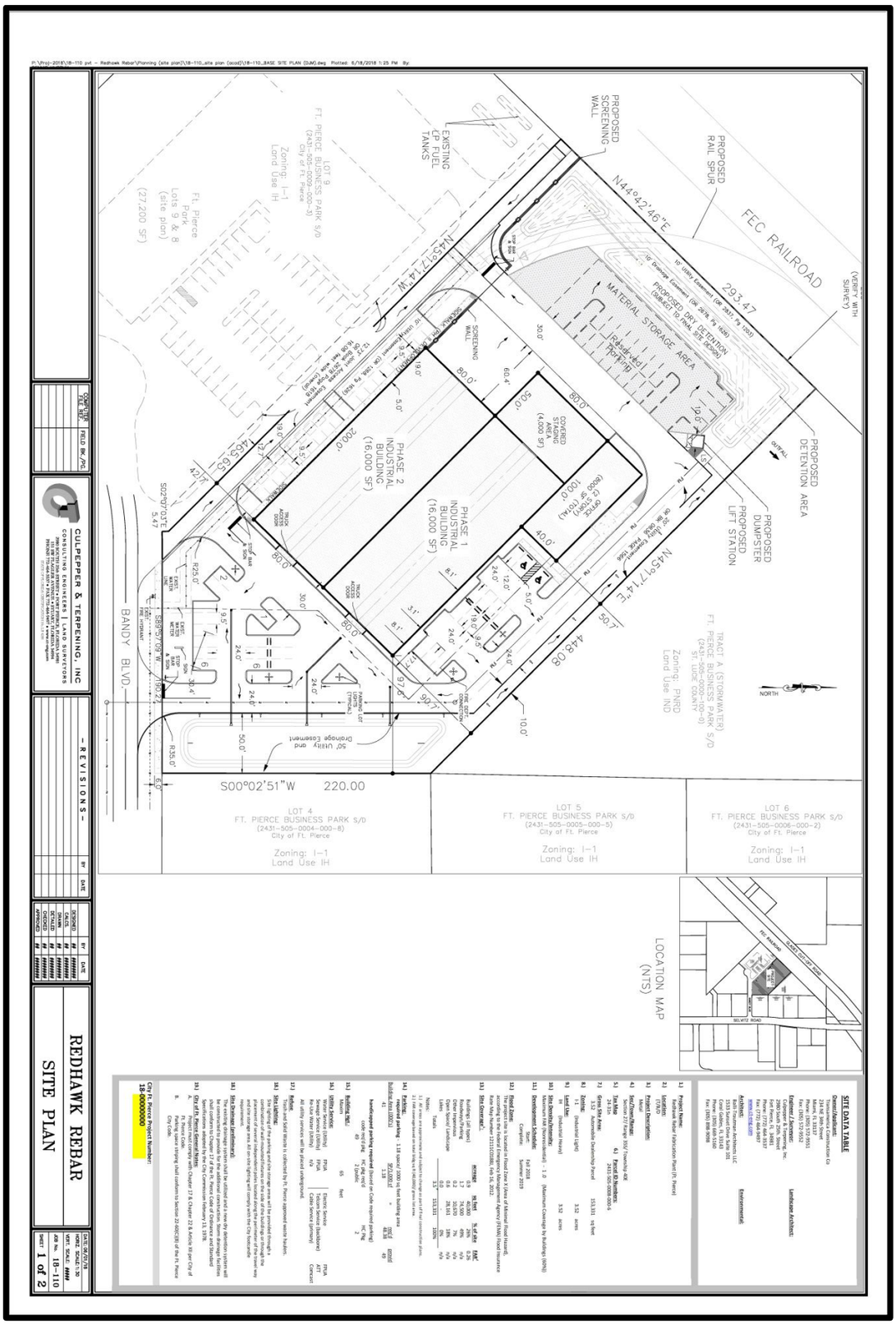
_____
Linda W. Cox
CITY CLERK

EXHIBIT A
Sketch & Legal Description of Subject Property



Parcel ID: 2431-505-0008-000-6
LEGAL DESCRIPTION:
FT PIERCE BUSINESS PARK LOT 8 (3.57 AC) (OR 3706-2228)

EXHIBIT B
Planned Development



ORDINANCE NO. 18-027

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WHEREAS, the City of Fort Pierce Planning Board, at their July 10th, 2018 meeting, voted unanimously to recommend approval of the proposed Zoning Atlas Amendment for Ordinance 18-027.

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

SECTION 1. From and after the effective date hereof, the following property is shown on Exhibit "A" and is legally described as:

4280 Bandy Boulevard, Parcel ID: 2431-505-0008-000-6
LEGAL DESCRIPTION:
FT PIERCE BUSINESS PARK LOT 8 (3.57 AC) (OR 3706-2228)

Shall be and the same is hereby rezoned from I-1, Light Industrial Zone, to PD, Planned Development; said property being located at 4280 Bandy Boulevard in Fort Pierce, Florida.

SECTION 2. The Development Plan for the subject Planned Development as depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, be and the same are hereby approved, and shall serve as the Development Plan associated with the subject Planned Development.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain

in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-027 was duly advertised by title only in the St. Lucie News Tribune on August 5th, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 20th, 2018; and was duly introduced, read by title only, and passed on second and final reading September 4th, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of September, 2018.

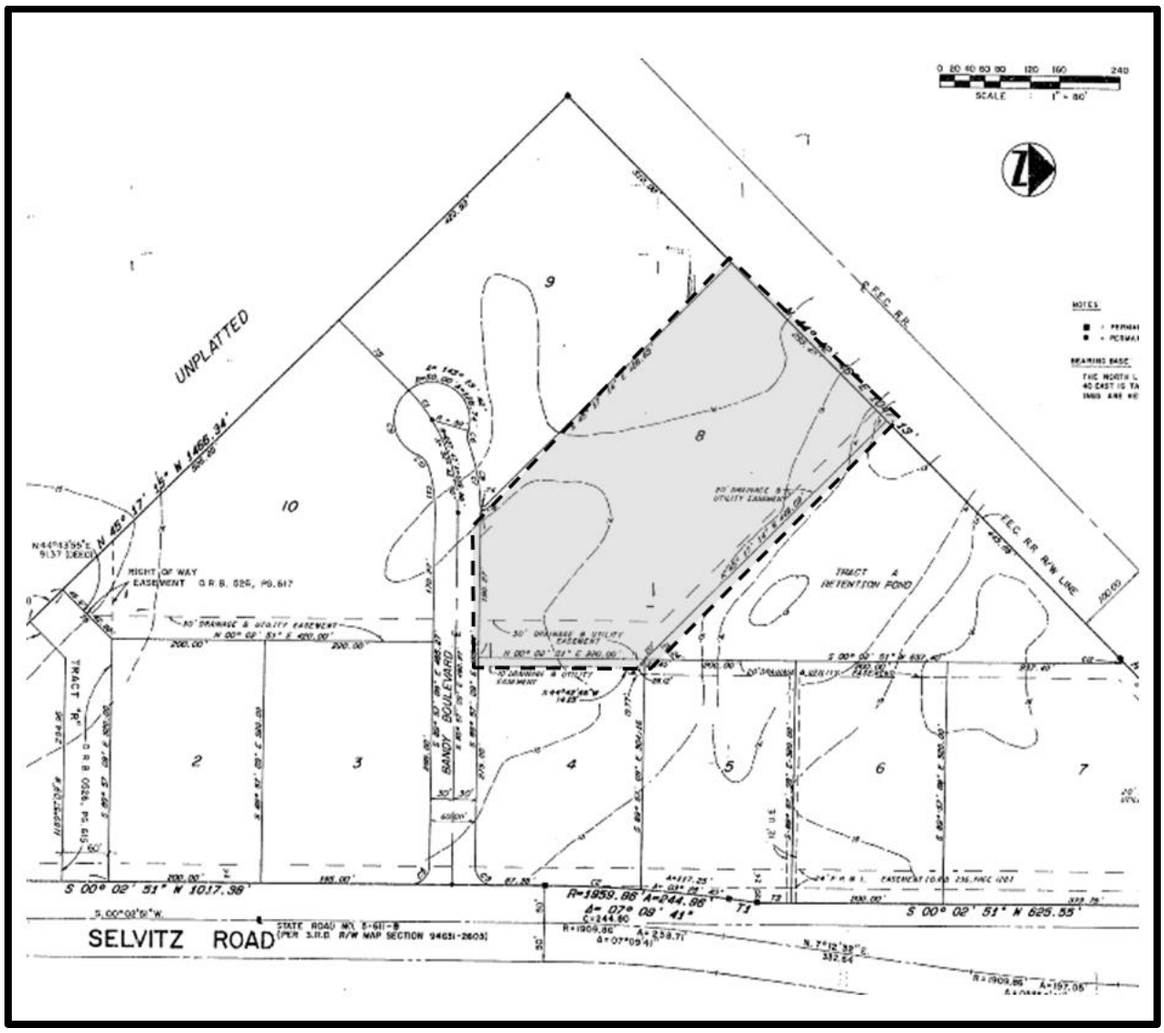
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST:

(CITY SEAL)

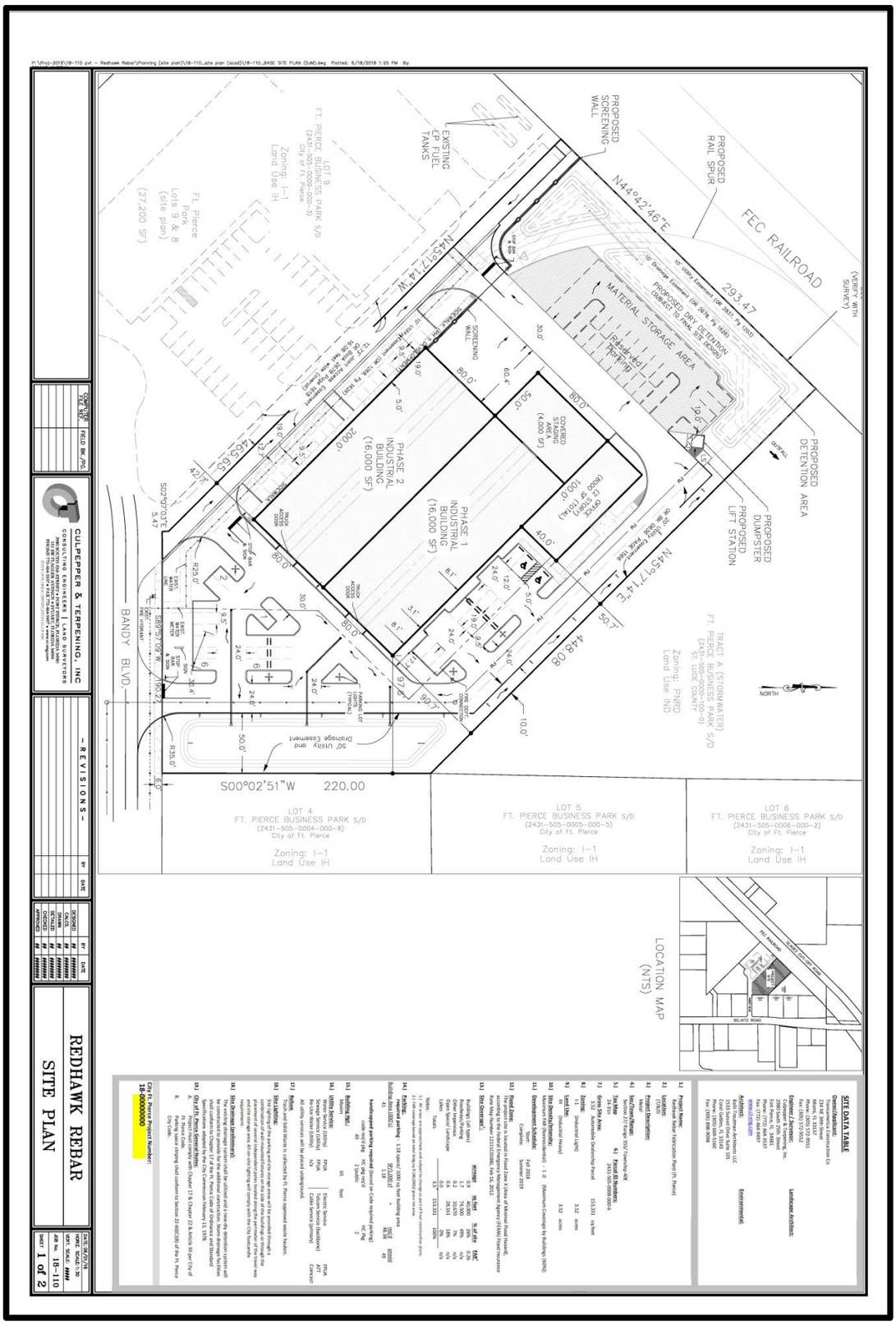
_____
Linda W. Cox
CITY CLERK

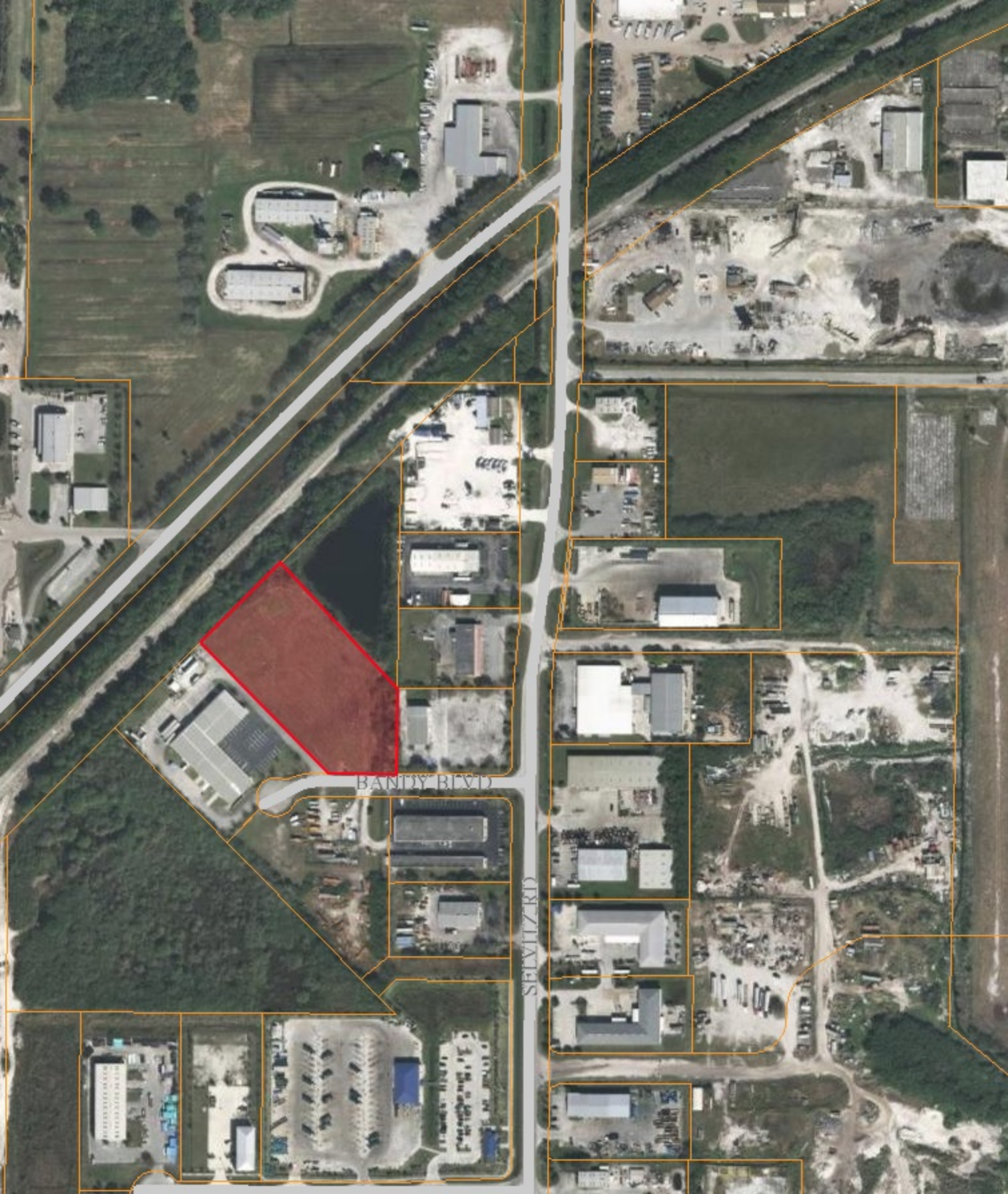
EXHIBIT A
Sketch & Legal Description of Subject Property

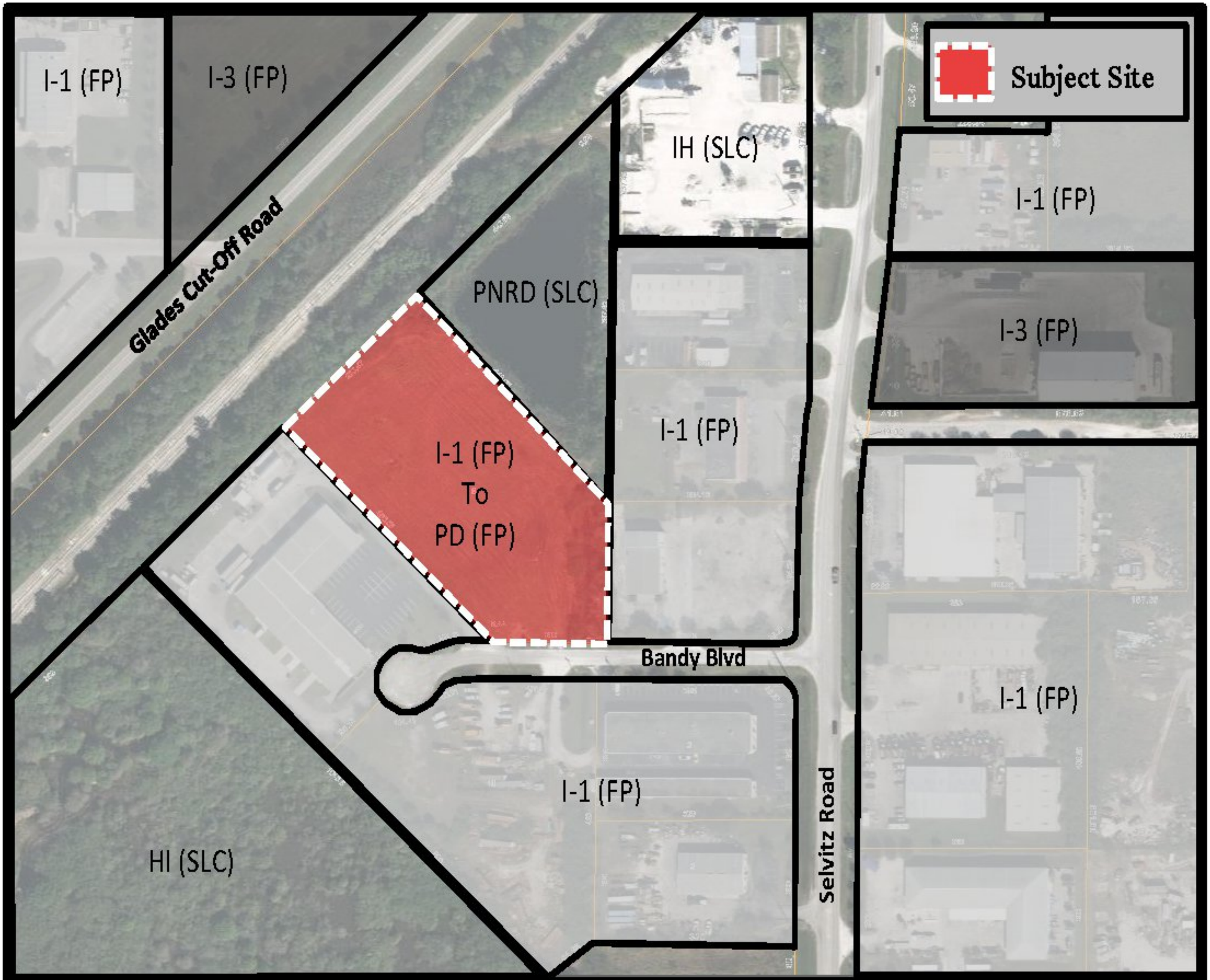


Parcel ID: 2431-505-0008-000-6
LEGAL DESCRIPTION:
FT PIERCE BUSINESS PARK LOT 8 (3.57 AC) (OR 3706-2228)

EXHIBIT B
Planned Development



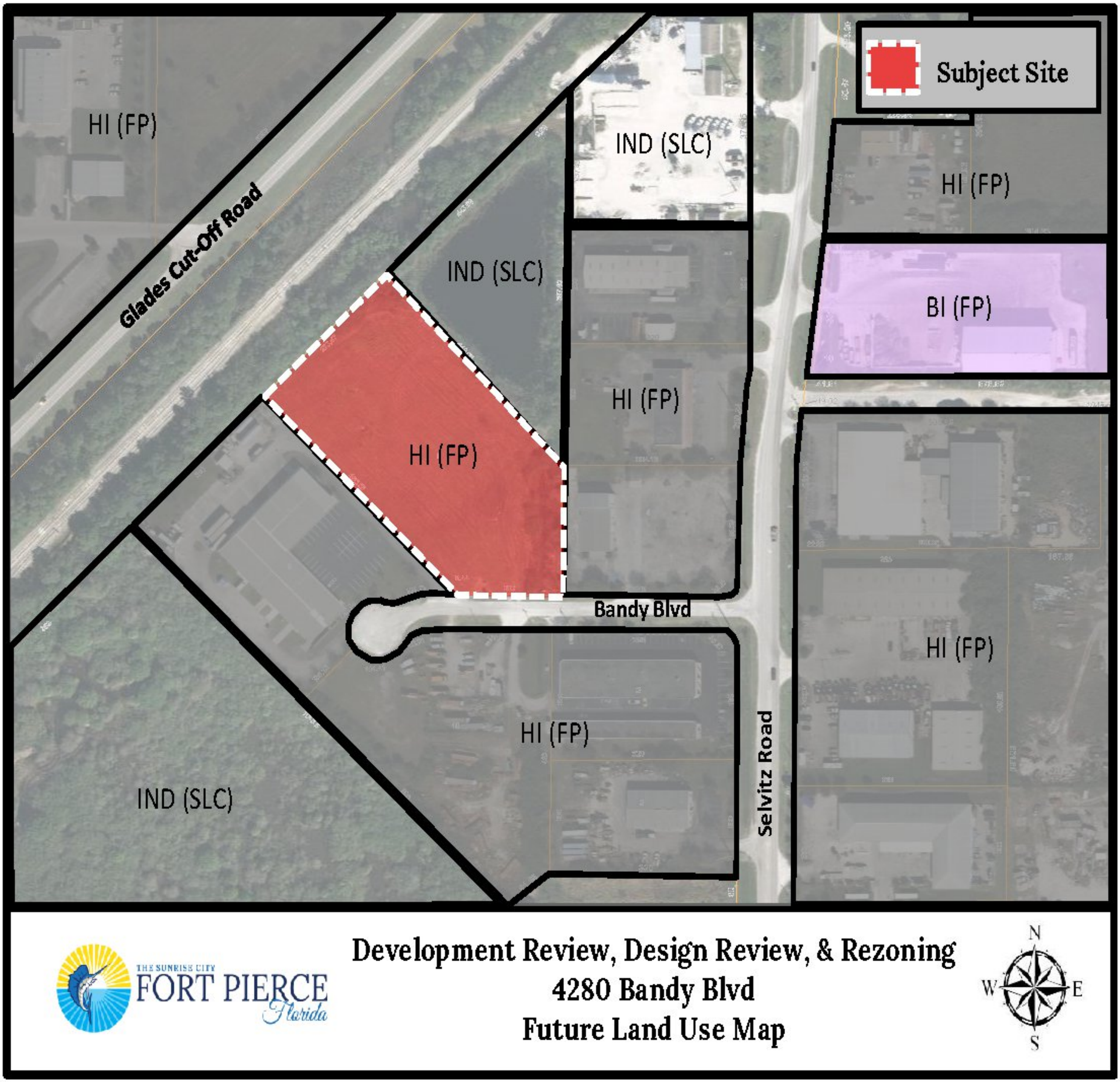

BANDY BLVD
SELVITZ RD



THE SUNRISE CITY
FORT PIERCE
Florida

Development Review, Design Review, & Rezoning
4280 Bandy Blvd
Zoning Map

N
W E
S



THE SUNRISE CITY
FORT PIERCE
Florida

Development Review, Design Review, & Rezoning
4280 Bandy Blvd
Future Land Use Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Design Review

Property address or Location LOT 8 , BANDY BLVD

Parcel ID #(s) 2431-505-0008-

Project Description REBAR BENDING AND CUTTING FACILITY

Property Owner(s)	TRANSAMERICA DEVELOPEMENT Applicant/Representative, Title, Company
Street Address	234 NE 34 ST Street Address
City State Zip	MIAMI FL 33137 City State Zip
Phone Number	305-572-3551 Phone Number
Email Address	EMERSON@TRANSAMERICACONSTRUCTION.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 Application (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

_____

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this ____day of _____, 20_____, by

_____ who is personally known to me or has produced

_____as identification.

_____

Signature of Notary (seal)

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date_____ Fees _____ Control #_____ B. Permit _____

Intake Planner_____

Planner Assigned _____

Approved _____ Date_____

Comments _____

Intake Date Stamp

Design Review Application Checklist
(City Code of Ordinances 22-59)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 22-194, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 22-58(e) is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 22-58
c. A final site lighting plan that meets the requirements of subsection 22-58(d)(8).
d. A final landscape plan that meets the requirements of Article XII, Landscaping and Trees.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

DEVELOPMENT REVIEW

Property address or Location LOT 8, BANDY BLVD

Parcel ID #(s) 2341-505-008-000-6

Project description REBAR BENDING AND CUTTING FACILITY WITH RAIL ACCESS

	TRANSAMERICA DEVELOPEMENT
Property Owner(s)	**Applicant/Representative, Title, Company**
	234 NE 34 ST
Street Address	Street Address
	MIAMI FL 33137
City State Zip	City State Zip
	305-572-3551
Phone Number	Phone Number
	EMERSON@TRANSAMERICACONSTRUCTION.COM
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

_____

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by

_____ who is personally known to me or has produced

_____as identification.

_____

Signature of Notary (seal)

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____Date _____

Comments_____

_____

_____

_____

Intake Date Stamp

❑ DEVELOPMENT REVIEW

General Information

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

Choose Application Type:

Application Type		
■ Site Plan	❑ Conditional Use with New Const.	❑ Major Amendment
■ Conceptual Development Plan		❑ Minor Amendment

Site Information:

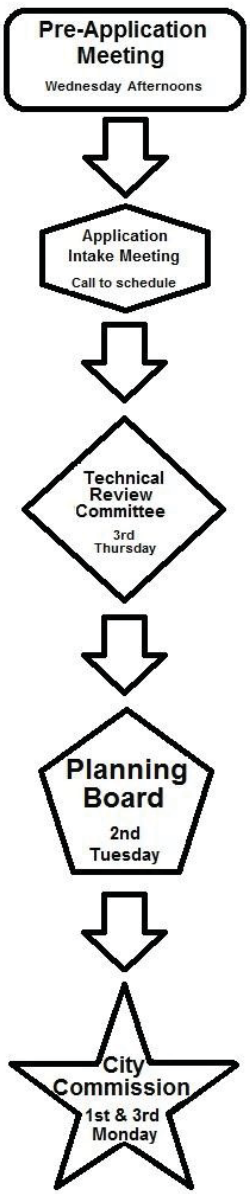
Non-Residential: Proposed Sq. Ft.: 20,000SF

Residential: Proposed Units: N/A

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

North	South	East	West
RR LINE	LI	LI	LI

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)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

●**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☐ Warranty Deed & Legal Description
- ☐ St. Lucie County Property Record Card
- ☐ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☐ Current Survey
- ☐ Environmental Study
- ☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- ☐ Drainage Analysis
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: BANDY BLVD, LOT 8

2. Property Tax ID(s): 2431-505-0008

3. Total Acreage: 3.57

4. Existing Future Land Use Designation: LI

5. Existing Zoning Classification: LI

6. Proposed Zoning Classification: PD

7. Other applications being submitted concurrent with this application, if any: DEVELOPE, DESIGN

8. Describe the existing uses, improvements and structures on the amendment lands: VACANT LOT, FIRE HYDRANT BACKFLOW PREVENTER, TWO STORM DRAINS ARE THE EXISTING IMPROVEMENTS

9. Are there any identified or possible historical structures on the amendment lands? NO

10. The reason for making this request: PD FOR RAIL ACCESS

11. CAPACITY ANALYSIS

I. Site Data:

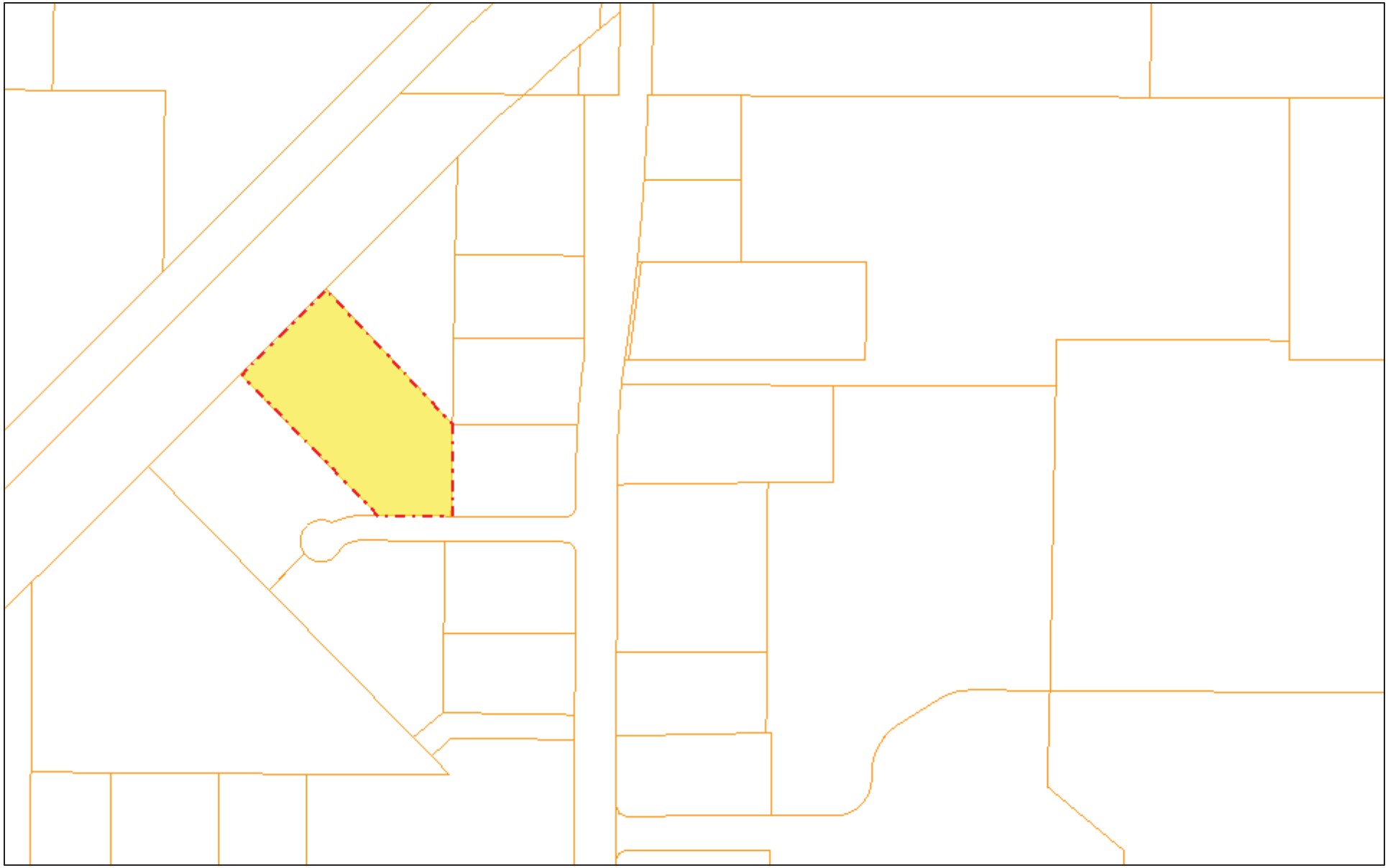
	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
Proposed					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	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

Michelle Franklin, CFA - Saint Lucie County Property Appraiser



June 4, 2018

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

This information is deemed to be correct at this time but it is subject to change and is not warranted.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: BANDY BLVD	Parcel ID: 2431-505-0008-000-6	Account #: 127256	Sec/Town/Range: 31/35S/40E
Map ID: 24/31N	Zoning: I1	Use Type: 4000	Jurisdiction: Fort Pierce

Ownership

A & D Investments of the Treasure Coast LLC
656 NW Buck Hendry WAY
Stuart, FL 34994

Legal Description

FT PIERCE BUSINESS PARK LOT 8 (3.57 AC) (OR 3706-2228)

Current Values

Just/Market:	$213,500	Assessed:	$213,500
Exemptions:	$0	Taxable:	$213,500

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2017	$213,500	$213,500	$0	$213,500
2016	$213,500	$213,500	$0	$213,500
2015	$213,500	$213,500	$0	$213,500

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-06-2015	3706 / 2228	0002	WD	Dickerson Realty FL Inc	$225,000
10-12-2006	2678 / 1635	XX00	WD	Cross River Properties Inc,	$947,500
09-23-2005	2386 / 2644	XX01	WD	Cloud Nine Investments Inc,	$311,000

Primary Building Information

Finished Area of this building: 0 SF
Gross Area of this building: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: 2014
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	3.57
Land Size (SF):	155,509.2
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

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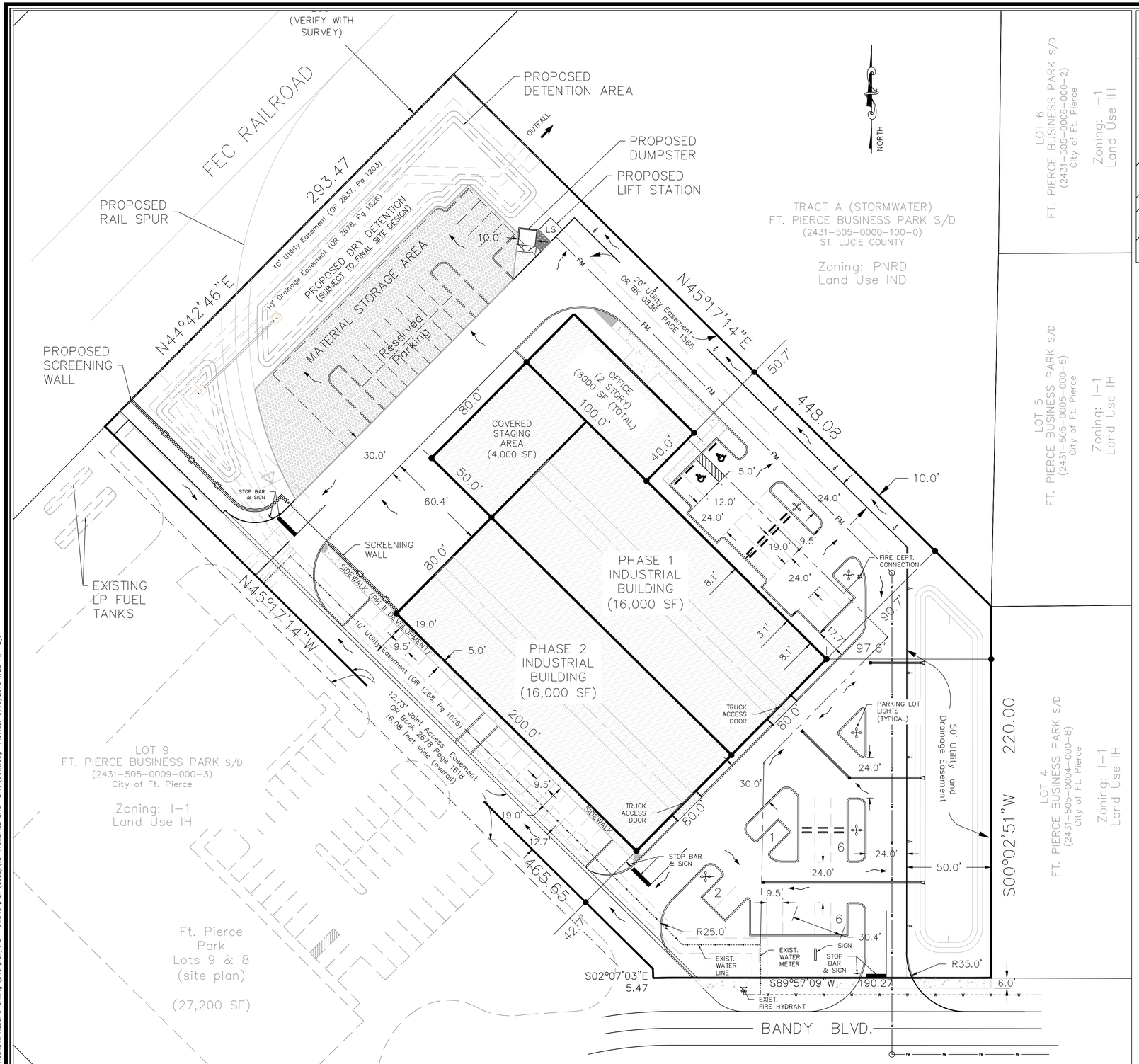
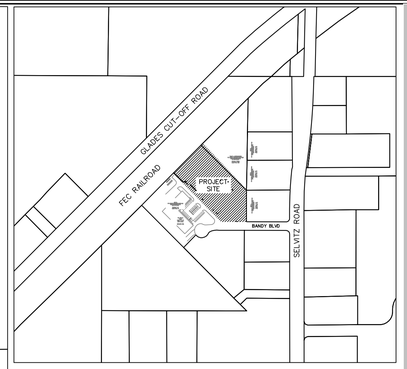




LOCATION MAP
(NTS)

SITE DATA TABLE

Owner/Applicant:
Transamerica Construction Co
234 NE 34th Street
Miami, FL 33137
Phone: (305) 572-9551
Fax: (305) 572-9552

Engineer / Surveyor:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: (772) 464-3537
Fax: (772) 464-9497
www.ct-eng.com

Landscape Architect:

Architect:
Balli-Trautman Architects LLC
1533 Sunset Drive Suite 101
Coral Gables, FL 33143
Phone: (305) 669-5160
Fax: (305) 898-9098

Environmental:

1.) Project Name:
Redhawk Rebar Fabrication Plant (Ft. Pierce)

2.) Location:
(T/B/D

3.) Project Description:
Metal

4.) Sec/Town/Range:
Section 27/ Range 35S/ Township 40E

5.) Tax Map
24-31n

6.) Parcel ID Numbers:
2431-505-0008-000-6

7.) Gross Site Area:
3.52 Automobile Dealership Parcel 153,331 sq feet

8.) Zoning:
I-1 (Industrial Light) 3.52 acres

9.) Land Use:
IH (Industrial Heavy) 3.52 acres

10.) Site Density/Intensity:
Maximum FAR (Nonresidential) - 1 .0 (Maximum Coverage by Buildings (60%))

11.) Development Schedule:
Start: Fall 2018
Complete: Summer 2019

12.) Flood Zone:
The project site is located in Flood Zone X (Area of Minimal Flood Hazard), according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0188J, Feb 16, 2012.

13.) Site Coverage[1]:

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.9	40,000	26%	0.26
Roadways/Parking	1.7	74,500	49%	n/a
Other Impervious	0.2	10,670	7%	n/a
Open Space/ Landscape	0.6	28,161	18%	n/a
Lakes	0.0	-	0%	n/a
Totals	3.5	153,331	100%	

Notes:
1.) All areas are approximate and subject to change as part of final construction plans.
2.) FAR coverage based on total bldg sq ft (40,000)/ gross lot area.

14.) Parking:
required parking - 1.18 space/ 1000 sq feet building area

Building Area (000's)	SP/1,000 sf	=	req'd	provid
41	1.18		48.38	49

handicapped parking required (based on Code required parking)

code req'd pkg	HC pkg req'd	HC Pkg
49	2 (public	2

15.) Building Hgt.:
Maxim 65 feet

16.) Utility Service:

Water Service (Utility)	FPUA	Electric Service	FPUA
Sewage Service (Utility)	FPUA	Telcom Service (backbone)	ATT
Re-Use Water (Utility)	n/a	Cable Service (primary)	Comcast

All utility services will be placed underground.

17.) Refuse
Trash and Solid Waste is collected by Ft. Pierce approved waste haulers.

18.) Site Lighting:
Site lighting of the parking and site storage areas will be provided through a combination of wall-mounted fixtures on the side of the buildings or through the placement of several independent poles located along the perimeter of the travel way and site storage area. All on-site lighting will comply with the City footcandle requirement.

18.) Site Drainage (preliminary):
The existing drainage system shall be utilized and a new dry detention system will be constructed to provide for the additional construction. Storm drainage facilities shall conform to Chapter 17 of the Ft. Pierce Code of Ordinance and Standard Specifications adopted by the City Commission February 13, 1978.

19.) City of Ft. Pierce General Notes:
A. Project must comply with Chapter 17 & Chapter 22 & Article XII per City of Ft. Pierce Code.
B. Parking space striping shall conform to Section 22-60(C)(8) of the Ft. Pierce City Code.

City Ft. Pierce Project Number:
18-00000000

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE: 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

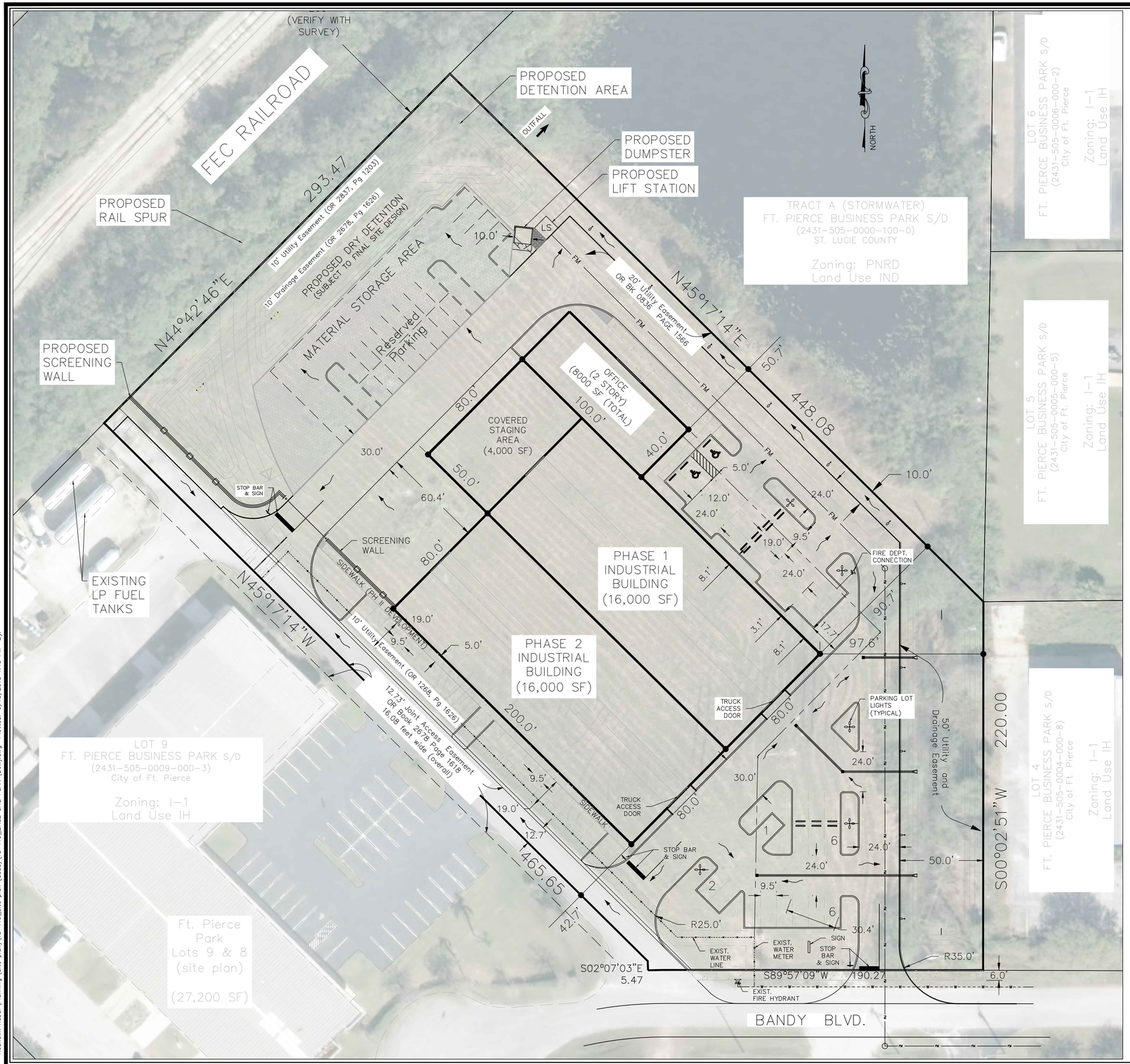
– REVISIONS –	BY	DATE

	BY	DATE
DESIGNED	##	########
CALCS.	##	########
DRAWN	##	########
DETAILED	##	########
CHECKED	##	########
APPROVED	##	########

REDHAWK REBAR
SITE PLAN

DATE: 06/01/18
HORIZ. SCALE: 1:30
VERT. SCALE: #####
JOB No. 18-110
SHEET 1 of 2

P:\Proj-2018\18-110 pvt - Redhawk Rebar\Planning (site plan)\18-110_site plan (acad)\18-110_BASE SITE PLAN (DJM).dwg Plotted: 6/18/2018 1:25 PM By:



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Architect:
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Redhawk Rebar Fabrication Plant (Ft. Pierce)

2.) **Location:**
(T/B/D

3.) **Project Description:**
Metal

4.) **Sec/Town/Range:**
Section 27/ Range 35S/ Township 40E

5.) **Tax Map** 24-31n

6.) **Parcel ID Numbers:** 2431-505-0008-000-6

7.) **Gross Site Area:**
3.52 Automobile Dealership Parcel 153,331 sq feet

8.) **Zoning:**
I-1 (Industrial Light) 3.52 acres

9.) **Land Use:**
IH (Industrial Heavy) 3.52 acres

10.) **Site Density/Intensity:**
Maximum FAR (Nonresidential) - 1.0 (Maximum Coverage by Buildings (60%))

11.) **Development Schedule:**
Start: Fall 2018
Complete: Summer 2019

12.) **Flood Zone:**
The project site is located in Flood Zone X (Area of Minimal Flood Hazard), according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0188J, Feb 16, 2012.

13.) **Site Coverage[1]:**

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.9	40,000	26%	0.26
Roadways/Parking	1.7	74,500	49%	n/a
Other Impervious	0.2	10,670	7%	n/a
Open Space/ Landscape	0.6	28,161	18%	n/a
Lakes	0.0	-	0%	n/a
Totals	3.5	153,331	100%	

Notes:
1.) All areas are approximate and subject to change as part of final construction plans.
2.) FAR coverage based on total bldg sq ft (40,000)/ gross lot area.

14.) **Parking:**
required parking - 1.18 space/ 1000 sq feet building area

Building Area (000's)	SP/1,000 sf	=	req'd	provid
41	1.18		48.38	49

handicapped parking required (based on Code required parking)

code req'd pkg	HC pkg req'd	HC Pkg
49	2 (public	2

15.) **Building Hgt.:**
Maxim 65 feet

16.) **Utility Service:**

Water Service (Utility)	FPUA	Electric Service	FPUA
Sewage Service (Utility)	FPUA	Telcom Service (backbone)	ATT
Re-Use Water (Utility)	n/a	Cable Service (primary)	Comcast

All utility services will be placed underground.

17.) **Refuse**
Trash and Solid Waste is collected by Ft. Pierce approved waste haulers.

18.) **Site Lighting:**
Site lighting of the parking and site storage areas will be provided through a combination of wall-mounted fixtures on the side of the buildings or through the placement of several independent poles located along the perimeter of the travel way and site storage area. All on-site lighting will comply with the City footcandle requirement.

18.) **Site Drainage (preliminary):**
The existing drainage system shall be utilized and a new dry detention system will be constructed to provide for the additional construction. Storm drainage facilities shall conform to Chapter 17 of the Ft. Pierce Code of Ordinance and Standard Specifications adopted by the City Commission February 13, 1978.

19.) **City of Ft. Pierce General Notes:**
A. Project must comply with Chapter 17 & Chapter 22 & Article XII per City of Ft. Pierce Code.
B. Parking space striping shall conform to Section 22-60(C)(8) of the Ft. Pierce City Code.

City Ft. Pierce Project Number:
18-00000000

P:\Proj-2018\18-110 pvt - Redhawk Rebar\Planning (site plan)\18-110_site plan (acad)\18-110_BASE SITE PLAN (DJM).dwg Plotted: 6/18/2018 1:15 PM By:

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE: 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

– REVISIONS –	BY	DATE

	BY	DATE
DESIGNED	##	########
CALCS.	##	########
DRAWN	##	########
DETAILED	##	########
CHECKED	##	########
APPROVED	##	########

REDHAWK REBAR

SITE AERIAL

DATE: 06/01/18
HORIZ. SCALE: 1: 30
VERT. SCALE: #####
JOB No. 18-110
SHEET 2 of 2

T R A U T M A N A R C H I T E C T S

1533 Sunset Drive Suite 101
Coral Gables, Florida 33143
Ph. 305 669-5160

DESIGN INTENT NARRATIVE

March 27, 2018

Goals and Objectives:

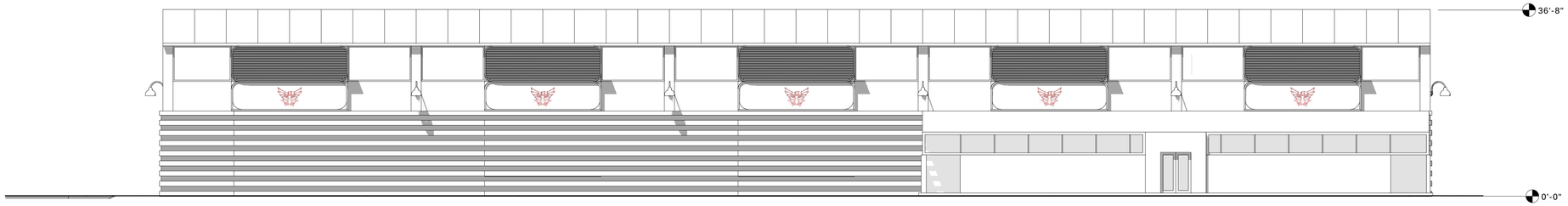
> *Design a pre-fabricated metal Light-Industrial Building with attached administrative offices, storage areas and rail access. Using natural oolitic stone, bright earthy colors, and decorative metal venting to blend with the existing site. Integrating eco-friendly aspects such as solar panels, natural cooling systems and on site nature preservation areas.*

The following design elements have been integrated into the project to address the site environment, function as a working building and give curb appeal from the street as well as the rail line.

- Local trees and additional flora for landscaping
- Decorative stone walls on both industrial and office buildings
- Modern ventilation panels for passive cooling
- Solar Panels
- Fence with columns along street sides
- Clearstory windows for natural/diffused lighting
- Gopher Tortoise Preservation area to maintain existing fauna on site
- Rail access to cut down on street traffic and truck emissions
- Earth tone accent colors to blend with natural surrounding
- Fountain for retention pond aeration and appearance
- Industrial Style building to match, but enhance surrounding area

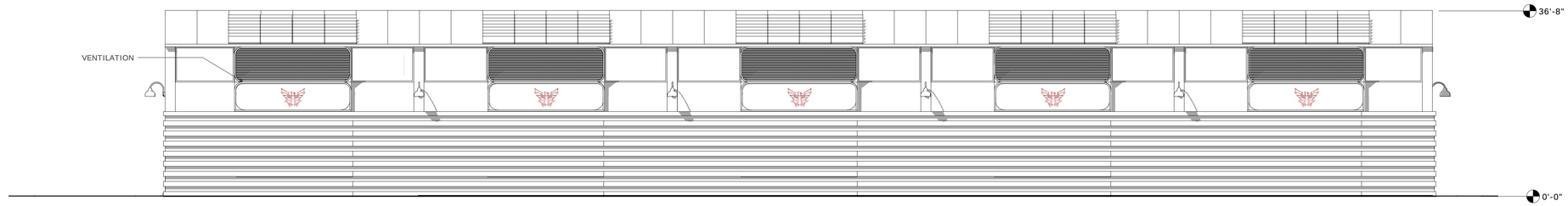
Sincerely,
David Scott Trautman,

Architect



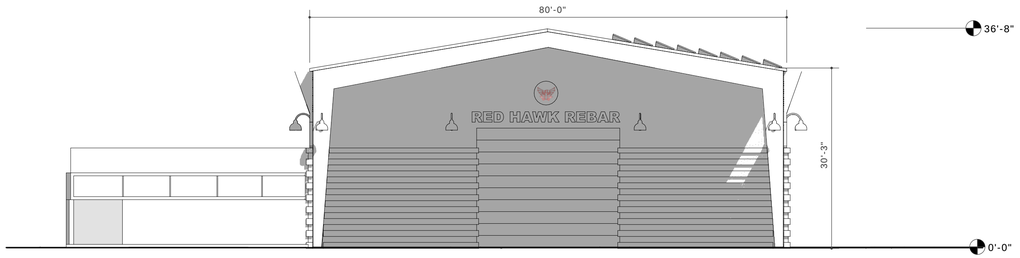
EAST ELEVATION

SCALE: 3/32" = 1'



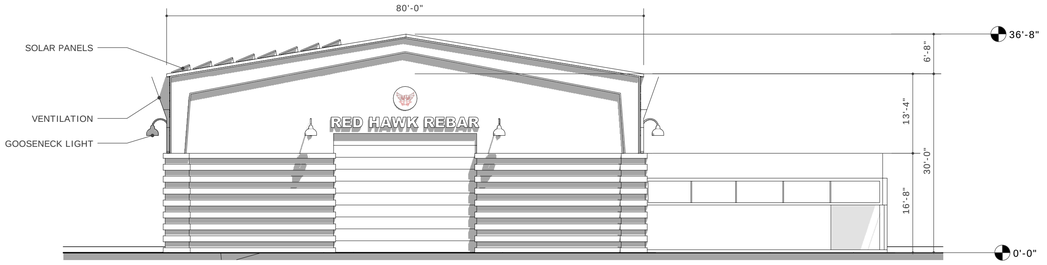
WEST ELEVATION

SCALE: 3/32" = 1'



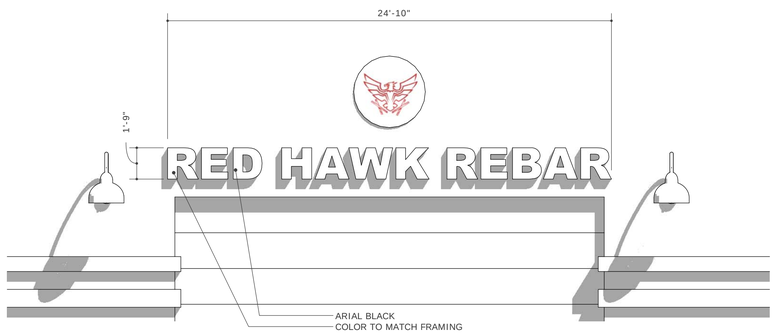
NORTH ELEVATION

SCALE: 3/32" = 1'



SOUTH ELEVATION

SCALE: 3/32" = 1'



SIGNAGE

SCALE: 1/4" = 1'

TRAUTMANARCHITECTS

DAVID SCOTT TRAUTMAN
ARCHITECT
AR15045

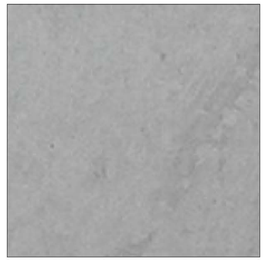
1533 SUNSET DRIVE SUITE101
CORAL GABLES, FL 33143
305-669-5160

REBAR FABRICATION PLANT
LOT 8 BANDY AVENUE
FORT PIERCE, FL

ELEVATIONS

SEAL
DAVID SCOTT TRAUTMAN
ARCHITECT
AR 15045

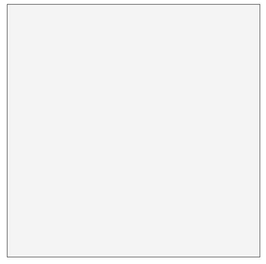
A-7



METAL PANELS

RUST RED PAINT

OOLITIC STONE



WHITE STUCCO

TRAUTMANARCHITECTS

DAVID SCOTT TRAUTMAN,
ARCHITECT
AR 15045

1533 Sunset Drive Suite 101
Coral Gables, FL 33143
305-669-5160
DAVID@BALLITRAUTMAN.COM

REBAR FABRICATION PLANT

LOT 8 BANDY BLVD, FORT PIERCE, FL

PROJECT:

REVISIONS

SYMBOL	DATE	BY	DESCRIPTION

DRAWING:

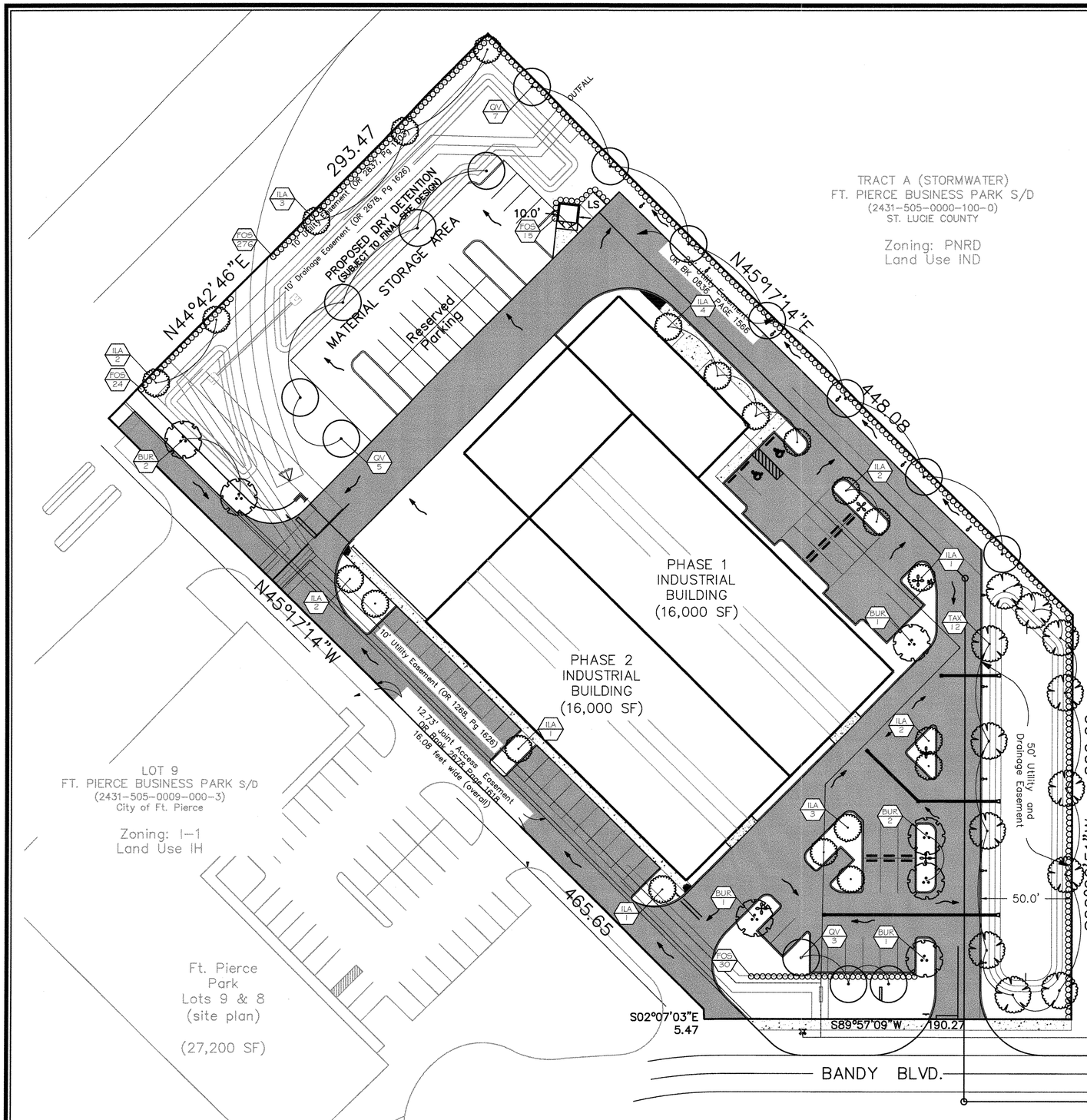
MATERIALS

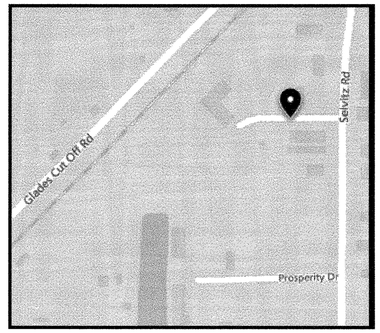
DATE	JOB NUMBER	DRAWN BY
		CHECK BY

STAMP/SEAL

DAVID SCOTT TRAUTMAN
ARCHITECT
AR15045

A-7





LOCATION MAP NOT TO SCALE

Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free ofdisease sand insects at the time of installation.
2. Trees shall be a minimum of (12) feet in height and have a caliper of two and one-half (2 ½) inches at four and one half (4 ½) feet above the ground when installed.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting. 25% of all shrubs shall be Florida native.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All landscaping within vehicular use areas shall be protected by a six inch non-mountable curb
10. All existing native vegetation found on the site and is not in direct conflict with the proposed building or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material will be placed around the staked out locations of existing native vegetation.
11. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
12. Existing understory shall be maintained in areas of undisturbed native vegetation.
13. All Category 1 exotic plant species will be eradicated from the site.
14. Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
15. All plants provided with 100% irrigation.

City of Fort Pierce Landscape Requirements:

Vehicular Use Area along Property Lines
- 687 Linear ft. along Property Line
- 687 x 10 = 6,870 square ft. required Landscape Area
- (6,870)/200 = 34 Trees Required

Vehicular Use Area along Right of Way
- 152 Linear ft. along Right of Way
- 152 x 10 = 1,520 square ft. required Landscape Area
- (1,520)/300 = 5 Trees Required

Interior Vehicular Use Area:
- 49,000 square feet total Vehicular Use Area
- 49,000/30 = 1,633 square ft. required Landscape Area
- 1,633/100 = 16 Trees Required

Total Landscape Area Required = 10,023 Square Ft.
Total Trees Required = 55
Provided Interior Vehicular Use Area Landscaping = 12,309 Square Ft.
Total Landscape Area Provided = 32,764.63 Square Ft.
Total Trees Provided = 55

PLANT SCHEDULE

	BOTANICAL NAME / COMMON NAME	CONT	DBH	SIZE	QTY
TREES					
BUR	Bursera simaruba / Gumbo Limbo Multi Trunk	45 gal		12`- 14` Ht	7
ILA	Ilex x attenuata `Eagleston` / Eagleston Holly	45 gal	3" DBH	12-15` H	21
QV	Quercus virginiana / Live Oak	65 gal	3" DBH	12-15` H	15
TAX	Taxodium distichum / Bald Cypress	45 gal	2.5"DBH	12-15` H	12
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE			QTY
FOS	Forestiera segregata / Florida Privet 30" OA, FULL	3 gal			345

0 30 60
GRAPHIC SCALE: 1" = 30'

NORTH

COMPUTER FILE REF.	FIELD BK./PG.

BOGGS
PLANNING + LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2E
FORT PIERCE, FLORIDA 34950

– REVISIONS –	BY	DATE

	BY	DATE
DRAWN	DH	7-26-18
CHECKED	GB	7-26-18
APPROVED	GB	7-26-18

REDHAWK REBAR

LANDSCAPE PLAN

DATE: 07-26-18
HORIZ. SCALE: 1"=30'
VERT. SCALE: N\A
JOB No.
SHEET 1 of 2

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

TRAFFIC IMPACT STATMENT

REDHAWK REBAR MANUFACTURING FACILITY
FORT PIERCE

Prepared By:

Culpepper and Terpening, Inc.
2980 S. 25th Street, Fort Pierce, FL
Authorization # 4286

Introduction:

Redhawk Rebar (Redhawk) is proposing to construct a new 40,000 square-foot, manufacturing facility on a 1.3 acre parcel of land, located west of CR 611B/Selvitz Road, approximately 1 mile south of CR 611/Edwards Road and 1.2 miles north of Midway Road in St. Lucie County, Florida. This facility will be constructed in two (2) phases, each approximately 20,000 square feet in area. Phase 1 construction is projected to begin in late 2018, and Phase two is projected to begin no sooner than 2021.

The particular property under Site Plan review is referenced as Lot 8 of the Ft. Pierce Business Park PNRD Subdivision, and was the subject of a previous Site Plan approval granted by St. Lucie County in 1990 for the commercial/industrial project referred to as Ft. Pierce Business Park, Lot 8 & 9. That particular project, included the adjoining Lot 9 of this subdivision, where the first 27,200 square feet of the project was constructed. Under St. Lucie County development guidelines, since a principal portion of this previously approved site plan was completed, the balance of the site plan project (the Ft. Pierce Business Park, Lot 8 & 9) and its associated impacts are considered to be 'vested' for future permitting purpose. The previously approved building on Lot 8 (totaling 32,000 sf) was never built.

This traffic statement addresses the net change in anticipated trip impacts to be generated by the operation of the Redhawk facility, after buildout, onto the local area transportation network.

Trip Generation:

Trip generation rates for the Redhawk facility are based on the ITE (Institute of Transportation Engineers) Trip Generation Manual (10th Edition), using the land use code #140, Manufacturing Use. Applying the rates under this heading to the proposed Redhawk site results in a project impact summary as follows:

TRIP RATES/ PER 1,000 SQ FEET (BY PHASE)

	TRIP RATE/1,000 SF			ADT	AM PEAK HR	PM PEAK HR
RATE/ SQ FT	3.82	PH 1	20,000	76.4		
AM PEAK	0.79		20,000		15.8	
PM PEAK	0.75		20,000			15.0
RATE/ SQ FT	2.13	PH 2	20,000	76.4		
AM PEAK	0.39		20,000		15.8	
PM PEAK	0.4		20,000			15.0
				152.8	31.6	30.0

Based on the application of these trip rates, the Average Daily Trip (ADT) generation for this particular land use category, at buildout, results in an estimated 152.8 trip impacts onto the local area network. Noting that the subject site has already received a prior site plan approval from St. Lucie County (1990) for development of up to 32,000 square feet of industrial/commercial uses, and as an existing approved development project, the trip impacts from this property are presumably already factored as part of the existing plus committed (E+C) impacts onto the area network, it may be concluded that there are no 'new impacts' from the *first phase and approximately half of the second phase of* development on this location onto the area network. In the case of the second phase of the proposed, since 12,000 square feet can be seen as being 'vested', only 6,000 square feet needs to be addressed.

Applying these same rates as shown in the above Trip Generation Table, the projected impacts from this remaining 6,000 square feet onto the local area network are estimated to be:

TRIP RATES/ PER 1,000 SQ FEET (Net New Area)

	TRIP RATE/1,000 SF			ADT	AM PEAK HR	PM PEAK HR
RATE/ SQ FT	2.13	PH 2	6,000	22.92		
AM PEAK	0.39		6,000		4.7	
PM PEAK	0.4		6,000			4.5
				22.92	4.7	4.5

Background Traffic:

Existing background traffic within the radius of impact from the project site includes CR 611/Edwards Road; CR 611B/Selvitz Road; CR 709/Glades Cutoff Road and CR 712/West Midway Road.

The existing traffic volumes provided in the Fall 2017 St. Lucie County TPO Traffic Counts and Level of Service (LOS) Report show that CR 611B/Selvitz Road has an AADT of 11,000 from CR 712/W. Midway Road to CR 611/Edwards Road. In addition, the PM peak hour directional volume of this roadway north of CR 712/W. Midway Road is 883, and south of CR 611/Edwards Road is 764.

CR 611/Edwards Road has an AADT of 10,500 west of CR 611B/Selvitz Road and 14,500 to the east. The PM peak hour directional volume west of CR 611B/Selvitz Road is 549 and east to SR 615/South 25th Street is 781.

CR 709/Glades Cutoff Road has an AADT of 9,100 from CR 712/Midway Road to Jenkins Road and 6,176 from Jenkins Road to CR 611B/Selvitz Road. The PM peak hour directional volume north of CR 712/W. Midway Road is 545 and south of CR 611B/Selvitz Road is 377.

CR 712/W. Midway Road has an AADT of 20,500 west of CR 611B/Selvitz Road and 17,500 to the east. The PM peak hour directional volume west of CR 611B/Selvitz Road is 1,085 and east to CR 615/South 25th Street is 896.

Trip Distribution:

It is conservatively estimated that the project distribution of trips on CR 611B/Selvitz Road are such that approximately 80% of the overall trips will come from the north and 20% from the south. The distribution is based upon the assumption that the majority of employees and deliveries will be from the Fort Pierce

area. Trip distribution is the basis for determining the estimated NET NEW trips coming from this project site onto the roadway network.

Trip distribution is anticipated to be as follows:

- CR 611/Edwards Road North of Site: 75%
- CR 709/Glades Cutoff Road North of Site: 5%
- CR 712/Midway Road South of Site: 20%

Trip Assignment:

Based on the trip distribution assignments outlined above, the ***net new trip*** assignments are as follows:

Roadway Link	%	ADT	PM Peak Hr. Dir.
Selvitz Road			
North of Midway	20%	4.6 vpd	1.0 vph
South of Edwards	75%	17.3 vpd	3.8 vph
Edwards Road			
East of Selvitz	70%	16.1 vpd	3.5 vph
West of Selvitz	5%	1.2 vpd	.3 vph
Glades Cutoff			
East of Midway	5%	1.2 vpd	.3 vph
West of Selvitz	5%	1.2 vpd	.3 vph
Midway Road			
East of Selvitz	10%	2.3 vpd	.5 vph
West of Selvitz	10%	2.3 vpd	.5 vph

Roadway Network Capacity/LOS:

Based on the trip distribution and traffic assignment to the local roadway network, as well as both the ADT LOS and Peak Hour Service Capacity thresholds provided from the Florida FDOT 2018 Quality/Level of Service Handbook and TPO Level of Service Report, the roadway links within the radius of impact are anticipated to operate as follows:

Roadway	ADT Existing/Build-out at Horizon Year*		ADT LOS D Capacity	ADT Post-Development /LOS		Change From Existing Condition	PM Peak Hr/LOS Capacity	PM PK Hr Directional Volumes/LOS		Change From Existing Condition
	2018	2023								
Selvitz Road										
N. of Midway Rd	11,110	11,700	12,510	11,700	D	No	700	942	F	No
S. of Edwards Rd	11,413	12,018	12,510	12,018	F	No	790	816	E	No
Edwards Road										
West of Selvitz	10,605	11,169	12,510	11,169	D	No	700	587	C	No
East of Selvitz	14,645	15,415	12,510	15,415	F	No	880	834	D	No
Glades Cutoff Road										

Roadway	ADT Existing/Build-out at Horizon Year*		ADT LOS D Capacity	ADT Post-Development /LOS		Change From Existing Condition	PM Peak Hr/LOS Capacity	PM PK Hr Directional Volumes/LOS		Change From Existing Condition
	2018	2023								
East of Midway Rd	9,191	9,683	12,510	9,683	D	No	790	583	D	No
West of Selvitz Rd	6,238	6,579	12,510	6,579	C	No	830	405	C	No
W. Midway Road										
East of Selvitz Rd	17,675	18,600	30,770	18,600	C	No	1,610	956	C	No
West of Selvitz Rd	20,705	21,784	12,510	21,784	F	No	920	1,156	F	No

*Based on applying a 1.0% growth rate factor. Project trips are based on impact change.

De Minimis Impacts:

A development which meets the following 'de minimis' impact threshold may be looked at as being exempt from the requirements of Sec. 22-218 – Concurrency Assessment, City of Ft. Pierce Code of Ordinances, if:

a. An impact that would not affect more than one percent of the maximum volume at the adopted level of service of the affected transportation facility as determined by the director of transportation.

b. An impact for which the sum of the existing roadway volumes and the projected volumes from approved projects on a transportation facility does not exceed one hundred ten (110) per cent of the maximum volume at the adopted level of service of the affected transportation facility.

c. An impact that would not exceed the adopted level of service standard of any affected designated hurricane evacuation routes.

The proposed Redhawk Rebar facility will add a total of 24 new ADT trips to the local area transportation network. The impacts of the distribution of these trips onto this network results in a net effect of less than one (1) percent of the maximum service volume at the adopted Level of Service (LOS) for both the daily and PM peak hour traffic conditions on CR 611B/Selvitz Road, south of CR 611/Edwards Road and CR 611/Edwards Road, east of CR 61B/Selvitz Road.

Conclusions:

The development of the Redhawk Rebar facility will result in an average of 24 *net new trips* per day, at buildout. Based on the LOS D capacity for Average Daily Traffic and the adopted peak hour service capacity, there are no mitigation impacts required from this project onto the surrounding roadway network.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

April 18, 2018

SUBJECT: 4280 Bandy Boulevard
TECHNICAL REVIEW PROJECT: # 18-43900002

Comments:

1. Provide a Signed/Sealed Landscape Plan that complies with City Code 22-187, General Landscaping requirements. Please discuss the use of Laurel Oaks with the City's Forester, Paul Bertram (772) 467-3821.
2. Provide a Lighting Plan or Photometric Survey that complies with City Code 22-60(J)(1) that certifies that the lot will be lit to an average a 2 foot candles.
3. Provide dimensions for the parking lot and drive aisles showing compliance with 22-60 (c)(1) and 22-61, Access Control.
4. Please complete the capacity analysis. The paperwork received is signed, but the boxes are otherwise missing the information requested.
5. In accordance with Sec. 22-60 Off Street Parking, full buildout of the site would require 65 parking spaces. If requesting less spaces via a PD please address the parking calculation utilized in your PD narrative and on the site data.
6. Please provide a written narrative as to how your Design Review application complies with Sec. 22-59.
7. In accordance with Sec 22-40(c) e - Please review your PD Narrative to address any/all exceptions from the standard zoning ordinance and land development code for any aspect of the proposed development plan.
8. Please provide a PDF electronic copy of the survey.
9. The application package indicates a Traffic Analysis was performed, however, that was not found in the package. Please provide.
10. Please provide a dumpster/dumpster enclosure on the site, in accordance with land development code provisions for screening, Sec. 22-187 (11). You may wish to coordinate with the Solid Waste Division for placement information 772-467-3811, Mike Reals.

Please note – the due date for responding to TRC comments, along with any revisions is 4/27/18. Please acknowledge each comment in a written response.

The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3729 or by e-mail: rgrohall@city-ftpierce.com.

Sincerely,

Rebecca Grohall, AICP
Planning Director

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 5501 Peterson Rd. – Celebration Pointe – Dev. Review (Major Amd. To PD)

DATE : April 19, 2018

The proposed may trigger the following Code requirements:

1. Requesting a meeting with your project management and contractor team with the Building Department staff at or before application to establish expectation and avoid unnecessary frustration or delays.

PT/km

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 4280 Bandy Blvd. – Planned Development

DATE : April 19, 2018

The Building Official has no comment.

PT/km

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : **Paul Thomas, CBO, CFM, Building Official**

RE : **3350 S US Hwy 1 – Bev Smith Toyota – Dev. Rev., Design Rev., Concurrency Review**

DATE : **April 19, 2018**

The Building Official has no comment.

PT/km

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 2850 Jenkins Rd. – Peter Angelos - Annexation

DATE : April 19, 2018

Building Official has no comment.

PT/km

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 1101 N. US Hwy 1 – Wilson Temporary Use

DATE : April 19, 2018

Comment:

1. Building permits will be required for all improvements to structure, signage, and parking area.

PT/km

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 515 Indian River Dr. – Waiver of Distance – Bed & Breakfast

DATE : April 19, 2018

The Building Official has no comment.

PT/km

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 515 Indian River Dr. – Crownman FL, LLC - Planned Dev. Plan

DATE : April 19, 2018

The Building Official has no comment.

PT/km

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 2191 S. Jenkins Rd. – Camping World - Site Plan Rev., CU, Des. Review, & Conc. Review

DATE : April 19, 2018

Building Official has no comment.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Rebecca Grohall, Planning Director

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

RE : Red Hawk Rebar Planned Development – 4280 Bandy Blvd
TRC Project No. 18-43900002

DATE : April 12, 2018

This is to advise you that we have completed the review of the following documents as received by this office on April 6, 2018:

- ☑ PD Application
- ☐ P/D Drawings
- ☐ Test Reports & Related Documents
- ☐ Certificate of Completion
- ☐ Record Drawings
- ☐ Permits from applicable Local, State & Federal Agencies
- ☐ Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☑ Do Not Recommend

- ☑ Approval of PD
- ☐ Building Permit
- ☐ C/O

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

☑ See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Provide a note on the site plan indicating that all proposed utilities shall be placed underground.
2. Provide a note on the site plan stating that all construction shall adhere to the requirements set forth in the City of Fort Pierce Code of Ordinances Section 17 and Section 22.
3. Provide a 5′ wide concrete sidewalk within the proposed Bandy Boulevard right-of-way extending the width of the applicant's property directly adjacent.
4. The submitted site plan reflects a drawing scale of 1/32″ = 1′, please revise the plan to be drawn to a standard engineering scale such as 1″ = 10′, 1″ = 20′, etc. and resubmit.
5. Provide a location map on the site plan, along with property boundary information, existing recorded easement locations, driveway apron material, driveway dimensions, parking lot dimensions, parking and building setback information, etc. as required by the City of Fort Pierce Code of Ordinances, Section 17-27.
6. Please add the appropriate concrete wheel stops at parking spaces along with concrete curbing, if required, in order to comply with the requirements set forth in the City of Fort Pierce Code of Ordinances, Section 22-187(12)(d).
7. The site plan shall show the location all handicapped parking stalls and access aisles.
8. The site plan shall depict the location of the proposed stop sign and stop bar.
9. The site plan shall include a pervious/impervious area tabulation.
10. The plans incorrectly identify the asphalt driveway located along the west side of the property as a continuation of the public roadway known as Bandy Boulevard; please revise the plans accordingly.
11. It appears that improvements will be constructed within recorded drainage and utility easements; please provide proof that these improvements are permitted within said easements.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Submission and comments for the TRC meeting on 4/19/2018
Martha Kerr
to:
'Rebecca Grohall'
04/16/2018 04:36 PM
Hide Details
From: Martha Kerr <mkerr@fpua.com>
To: 'Rebecca Grohall' <RGrohall@City-FtPierce.Com>

Good afternoon,

Below are FPUA comments regarding the submission for the TRC meeting on April 19, 2018

Planned Development - Rebar Fabrication Plant - 4280 Bandy Boulevard - (Rebecca Grohall)

a. W/WW Engineering: Concept approved Water - available to this site Wastewater - Will require approx. 390 L.F. extension west to the property. Existing 12" PVC Force Main located on the east side of Selvitz Road
b. Electric & Gas Engineering: Electric is located on site. Gas & Fiber Optics are located on the east side of Selvitz Road and are available to serve this site. Please see contacts below for each utility.
   Electric: Sal Scimeca (772)466-1600x6957
   Gas: Anna Johnson (772)466-1600x4705
   High Speed Internet: (772)466-1600x3310

Thank you

Regards,

Martha Kerr

Staff Assistant
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street
Fort Pierce, FL 34947
Telephone: (772) 466-1600, Ext. 3473
Fax: (772) 468-2414
mkerr@fpua.com

Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

(For additional information, go to http://www.fpua.com/important_information/privacy.php)

April 17, 2018

Project: **BANDY BOULEVARD**
Subject: **PLANNED DEVELOPMENT**
To: Rebecca Grohall
From: Grant Chambers
SLC-Engineering Division

1. Please dimension the distance from the driveway to the property lines. A minimum of 25-FT offset from the side property line is required when constructing a commercial driveway. A one-lane driveway shall not be more than 20 FT wide and shall not exceed 40 FT when a two-lane driveway is desired. For corner lots, driveways shall be constructed so that the nearest perpendicular edge is a minimum of 50 FT from the parallel base building line. Corner lot driveways that generate more than 300 VPD shall be offset 150 FT from the parallel base building line. Driveways that generate more than 50 VPD shall not be authorized left turn movements unless the nearest edge of the driveway is a minimum of 350 FT from the parallel base building line. Driveways within the road right-of-way shall be paved with an all-weather surface material. Please refer to Section 7.05.06 DRIVEWAYS of the LDC for more details.
2. Has a traffic statement been provided? A review of the traffic statement by an outside party may be required at the cost of the applicant. The County will work with outside consultants to get pricing.
3. A 6' sidewalk will be required within the Right-of-Way along Bandy Boulevard that abuts the property line of the proposed development site. The Board of County Commissioners may authorize total or partial relief from the requirements of sidewalk construction and may require the applicant to pay a fee-in-lieu to the County for sidewalk and/or greenways and trails construction. Please refer to Chapter 7.05.04 of the LDC for more details.
4. 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. Joanne Mitchell at 772-462-2824 for more information.
5. 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.
6. Please coordinate with the County's water quality division. The applicant is advised that a stormwater permit may be required for stormwater discharges within the County's roadway ROW or modifications made to the county drainage system. Please Contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.

ST. LUCIE COUNTY FIRE DISTRICT
FIRE PREVENTION BUREAU
Office of the Fire Marshal

Telephone: (772) 621-3322
Fax: (772) 621-3604

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Bandy Road-Red Hawk Rebar

REVIEW DATE: April 17, 2018

PLANNER: REBECCA GROHALL

REVIEWED BY: Captain Paul Langel

Site Plan Approved: _____

Site Plan Approved with conditions: ___X___

Site Plan Approval withheld pending written acknowledgement of conditions: _____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line athttp://www.slcfd.com/permits.htm**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. ~~**Please provide an electronic copy of the Site Plan (pdf format)**~~ **Received 4/17/2018**
4. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**

ST. LUCIE COUNTY FIRE DISTRICT
FIRE PREVENTION BUREAU
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

5. **Show all hydrants used in the required fire flow calculations for the buildings and provide minimum spacing requirements and setbacks per NFPA 18.5.3.**

ST. LUCIE COUNTY
PLANNING & DEVELOPMENT SERVICES
TECHNICAL REVIEW LETTER

TO:	Rebecca Grohall, AICP, Planning Director
THROUGH:	Mayte Santamaria, Assistant Director
FROM:	Kori Benton, Senior Planner
DATE:	April 18, 2018
SUBJECT:	**"Project Rebar"** **PD (Planned Development) – 4280 Bandy Boulevard**

Background

The St. Lucie County Planning & Development Services Department has completed a review of the April 6, 2018 distribution of TECHNICAL REVIEW PROJECT# 18-43900002

The applicant is approval of a rezoning and development plan for a Planned Development located at 4280 Bandy Boulevard. The proposed rebar facility appears to be proposed for completion in various phases, containing both industrial space and support business offices. The development plan integrates a new rail spur from the Glades Cut-Off line.

Review Comments

1. The Parcel ID and various sections of the Capacity Analysis included in the Zoning Atlas Amendment application are incomplete. The application introduction letter suggests inclusion of an Environmental Assessment Report and Preliminary Traffic Study however these exhibits were not presented within the distribution packet.

2. The presented site development plan did not present required/provided parking data (HC Space), future land use, construction/phasing timeline, proposed zoning, zoning of surrounding property, etc.

3. The site plan does not demonstrate installation of a sidewalk along Bandy Blvd, or an ADA accessible route to/from the facility.

4. The application does not include a traffic impact report, connections to water/waste water infrastructure, hours of operation, proposed truck routes to/from the site, etc. to review potential impacts to Selvitz Road or adjacent properties.

5. The site plan does not present provision of a refuse collection area, and appropriate screening.

6. The landscape plan was not prepared by a Florida Licensed Landscape Architect, or provided notation of irrigation.

7. The applicant is encouraged to provide foundational landscape plantings around the facades visible from Bandy Blvd. to soften the expanse of the industrial building façade(s).

Please contact Kori Benton at 772-462-2518 if you have any questions or would like to discuss the presented comments.

Planned Development - Rebar Fabrication Plant - 4280 Bandy Boulevard SB comments
SANDERS, MARVIN E.
to:
Rebecca Grohall
04/17/2018 01:46 PM
Hide Details
From: "SANDERS, MARVIN E." <marvin.sanders@stlucieschools.org>
To: Rebecca Grohall <rgrohall@city-ftpierce.com>
History: This message has been replied to.

The School District does not have any comments or concerns regarding the request.

Please feel free to call me if you have any questions.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County

cell 772.216.5755

Project: 4280 BANDY BLVD. PD

Subject: Review Comments
To: Rebecca Grohall
From: Rod Reed, County Surveyor
PW-Engineering Division
Date April 9, 2018

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

1) Please add the following statement to your notes "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."
2) Please show the reference bearing along the centerline of Bandy Blvd. and label (Bearing Base).
3) Please revise survey bearing of S02°07'03"E to S02°07'04"E to match the plat bearing.
4) Please verify that the 10' UE along the driveway easement is correct. When I pull up ORB 1268 page 1626 it is for something completely different.
5) Please add to the surveyor's report that there is no improvements on the lot.
6) Please note that if Lot 8 is going to be subdivided into additional lots, a final plat will need to be prepared.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721

E-mail reedr@stlucieco.org

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

RECEIVED
JUL 03 2018
CITY OF FORT PIERCE
PLANNING & ZONING

TO : Rebecca Grohall, Planning Director

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

RE : Red Hawk Rebar Planned Development – 4280 Bandy Blvd
TRC Project No. 18-43900002

DATE : June 29, 2018

This is to advise you that we have completed the review of the following documents as received by this office on June 28, 2018:

- ☑ PD Application
- ☐ P/D Drawings
- ☐ Test Reports & Related Documents
- ☐ Certificate of Completion
- ☐ Record Drawings
- ☐ Permits from applicable Local, State & Federal Agencies
- ☐ Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend
- ☐ Do Not Recommend
- ☑ Approval w/ conditions
- ☐ Building Permit
- ☐ C/O

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

☑ See attached for engineering conditions of approval

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

The following comments shall be addressed prior to obtaining final approval from engineering:

1. Revise the driveway access aisle from 24' to a minimum width of 26' for all aisles abutting perpendicular parking.
2. Add a dimension to the plans identifying the paved width of the joint access driveway as located along the southwest property line.
3. Provide additional information for the area noted as "Material Storage Area" and "Reserved Parking" as to whether it is to be used for storage or for parking and be aware if the area is designated as parking. If parking is proposed it may require appropriate improvements to the parking lot as per the information provided in the Code of Ordinances Chapter 17.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS | LAND SURVEYORS

File number: 18-110
Senders e-mail: dmurphy@ct-eng.com

June 1, 2018

Ms. Rebeca Grohall, AICP, Planning Director
City of Ft. Pierce Planning Department
100 North US #1
Ft. Pierce, Florida 34950

Subject: Redhawk Rebar PD – 4280 Bandy Boulevard, Ft. Pierce
(Response to Technical Review Committee Comments)

Dear Ms. Grohall:

We are receipt of the review comments from the Ft. Pierce Technical Review Comments (Comment # 1), concerning the proposed development a 40,000+ square foot manufacturing facility to be located along Bandy Boulevard, in the Ft. Pierce Industrial Park, in southwestern Ft. Pierce. We have addressed each of the comments and questions posed in the review and are including twelve (12) sets of the revised site plan set for distribution and processing.

****

PLANNING DEPARTMENT COMMENTS:

1. **Provide a Signed/Sealed Landscape Plan that complies with City Code 22- 187, General Landscaping requirements. Please discuss the use of Laurel Oaks with the City's Forester, Paul Bertram (772) 467-3821.**

Project Landscaping Plans are in the process of being completed. These plans will be in conformance with minimum City Codes for industrial site development. However, in the interest of time, we ask that you please begin, or continue with, the processing of this Planned Development application and allow the Landscaping Plans to catch up during the project review process. I expect to receive these plans within the next week or so.

2. **Provide a Lighting Plan or Photometric Survey that complies with City Code 22-60(J)(1) that certifies that the lot will be lit to an average a 2 foot candles .**

Detailed engineered photometrics of the project site will be provided with the site construction plans.

Please refer to the attached site plan graphic where we have indicated that all site lighting of the parking areas will be provided through a combination of wall-mounted fixtures, to be located on the side of the proposed buildings or through the placement of several individual light poles to be located along the perimeter of the projects travelway. All lighting will comply with the City to foot-candle requirement.

3. **Provide dimensions for the parking lot and drive aisles showing compliance with 22-60 (c)(l) and 22-61, Access Control**

Refer to the attached project site plan.

4. **Please complete the capacity analysis. The paperwork received is signed, but the boxes are otherwise missing the information requested.**

Refer to the attached project capacity analysis.

5. **In accordance with Sec. 22- 60 Off Street Parking, full buildout of the site would require 65 parking spaces. If requesting less spaces via a PD please address the parking calculation utilized in your PD narrative and on the site data.**

Review of Sec. 22- 60, of the City's Code of Ordinances, shows that, at full buildout (41,000 square feet), this site will require 68 parking stalls (41,000 sf/ 600 = 68.3). Review of our particular business operations indicates that 68 parking spaces can be viewed as overly excessive, and not necessary for our particular operation. At full operation/production (under buildout conditions) we anticipate a 'need' for only about 30/35 parking stalls.

As you know, St. Lucie County utilizes the ITE Parking Generation Manuals for determining the required number of parking spaces for any particular use of land. Review of those standards shows that for a manufacturing use (ITE Code 140), such as is proposed on this property, the ITE parking generation rate (85th percentile) is 1.18 spaces/ 1,000 sq feet of gross building area. The administrative support areas of the complex are considered to be part of that over 1.18 parking ratio. Application of the 1.18/1000 parking ratio results a required parking need of 48 spaces. The attached project site plan indicates 49 spaces, with an area 'reserved' for the future addition of the remaining 20 parking stalls, should they become necessary, either thought our particular operation or a future change in use. For our particular use, this 'reserved' parking area will be used for storage of equipment and materials used in the manufacturing process.

As part of the Planned Development (PD) application process, we do hereby request that the City give deference to the application of the ITE Parking Generation rates to this particular use.

6. **Please provide a written narrative as to how your Design Review application complies with Sec. 22-59.**

Refer to the attached Design Review application materials.

7. **In accordance with Sec 22-40(c) e - Please review your PD Narrative to address any/all exceptions from the standard zoning ordinance and land development code for any aspect of the proposed development plan.**

For this particular use, other than the above mentioned request for variation of parking standard, this project site plan will be compliant with all minimum City standards of this type of project design. We will, at this time, not be asking for any particular conditional use, special exceptions or other special use authorizations as a result of this particular plan development application.

8. **Please provide a PDF electronic copy of the survey.**

A PDF file (CD) of the project survey, along with all other site submission materials, is attached to this resubmission package.

9. **The application package indicates a Traffic Analysis was performed, however, that was not found in the package. Please provide.**

See attached traffic impact statement.

10. **Please provide a dumpster/dumpster enclosure on the site, in accordance with land development code provisions for screening, Sec. 22-187 (11). You may wish to coordinate with the Solid Waste Division for placement information 772-467-3811, Mike Reals.**

Refer to attached project site plan

****

ENGINEERING DEPARTMENT COMMENTS:

1. **Provide a note on the site plan indicating that all proposed utilities shall be placed underground.**

Refer to Data Table Note 16 on the project site plan, as prepared by Culpepper & Terpening, Inc., dated June 1, 2018.

2. **Provide a note on the site plan stating that all construction shall adhere to the requirements set forth in the City of Fort Pierce Code of Ordinances Section 17 and Section 22.**

Refer to attached project site plan, Data Table.

3. **Provide a 5' wide concrete sidewalk within the proposed Bandy Boulevard right-of-way extending the width of the applicant's property directly adjacent.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc., dated June 1, 2018.

4. **The submitted site plan reflects a drawing scale of 1/32" = 1', please revise the plan to be drawn to a standard engineering scale such as 1" = 10', 1" = 20', etc. and resubmit.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc., dated June 1, 2018.

5. **Provide a location map on the site plan, along with property boundary information, existing recorded easement locations, driveway apron material, driveway dimensions, parking lot dimensions, parking and building setback information, etc. as required by the City of Fort Pierce Code of Ordinances, Section 17-27.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc. dated June 1, 2018.

6. **Please add the appropriate concrete wheel stops at parking spaces along with concrete curbing, if required, in order to comply with the requirements set forth in the City of Fort Pierce Code of Ordinances, Section 22-187(12)(d).**

Concrete wheel stops have been provided at all locations where the individual parking stall does not abut a raised concrete curb. Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc., dated June 1, 2018.

7. **The site plan shall show the location all handicapped parking stalls and access aisles.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc. dated June 1, 2018.

8. **The site plan shall depict the location of the proposed stop sign and stop bar.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc. dated June 1, 2018.

9. **The site plan shall include a pervious/impervious area tabulation.**

Refer to Note Number 13 on the attached project site plan, as prepared by Culpepper & Terpening, Inc. dated June 1, 2018.

10. **The plans incorrectly identify the asphalt driveway located along the west side of the property as a continuation of the public roadway known as Bandy Boulevard; please revise the plans accordingly.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc. dated June 1, 2018.

11. **It appears that improvements will be constructed within recorded drainage and utility easements; please provide proof that these improvements are permitted within said easements.**

There are number of easements that affect the subject property. Attached are copies of the individual easements, with their restrictions of use identified. At this time we do not believe that we are proposing any use that is in conflict with these restrictions.

****

SURVEY (ST. LUCIE COUNTY) COMMENTS:

1. **Please add the following statement to your notes "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."**

Refer to the attached project site survey.

2. **Please show the reference bearing along the centerline of Bandy Blvd. and label (Bearing Base).**

Refer to the attached project site survey.

3. **Please revise survey bearing of S02°07'03"E to S02°07'04"E to match the plat bearing.**

Refer to the attached project site survey.

4. **Please verify that the 10' UE along the driveway easement is correct. When I pull up ORB 1268, Page 1626 it is for something completely different.**

Refer to the attached project site survey. Copies of all easements reflected on the Project Survey are attached.

5. **Please add to the surveyor's report that there is no improvements on the lot.**

Refer to the attached project site survey.

6. **Please note that if Lot 8 is going to be subdivided into additional lots, a final plat will need to be prepared.**

Comment acknowledged.

****

FORT PIERCE UTILITIES AUTHORITY COMMENTS:

1. **W/WW Engineering: Concept Approved**
   Water - available to this site.
   Wastewater - Will require approx. 390 L.F. extension west to the property. Existing 12" PVC Force Main located on the east side of Selvitz Road

Comment acknowledged

2. **Electric & Gas Engineering:**
   Electric is located on site.
   Gas & Fiber Optics are located on the east side of Selvitz Road and are available to serve this site.
   Please see contacts below for each utility.
   - **Electric: Sal Scimeca (772)466-1600x6957;**
   - **Gas: Anna Johnson (772)466-1600x4705;**
   - **High Speed Internet: (772)466-1600x3310**

Comment acknowledged

****

ST. LUCIE COUNTY PLANNING & DEVELOPMENT SERVICES:

1. **The Parcel ID and various sections of the Capacity Analysis included in the Zoning Atlas Amendment application are incomplete. The application introduction letter suggests inclusion of an Environmental Assessment Report and Preliminary Traffic Study however these exhibits were not presented within the distribution packet.**

Refer to attached application materials.

2. **The presented site development plan did not present required/provided parking data (HC Space), future land use, construction/phasing timeline, proposed zoning, zoning of surrounding prope1ty, etc.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc. dated June 1, 2018.

3. **The site plan does not demonstrate installation of a sidewalk along Bandy Blvd, or an ADA accessible route to/from the facility.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc. dated June 1, 2018.

4. **The application does not include a traffic impact report, connections to water/waste water infrastructure, hours of operation, proposed truck routes to/from the site, etc. to review potential impacts to Selvitz Road or adjacent properties.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc. dated June 1, 2018. A traffic statement has been prepared for this site and is attached to this resubmission materials.

5. **The site plan does not present provision of a refuse collection area, and appropriate screening.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc. dated June 1, 2018.

6. **The landscape plan was not prepared by a Florida Licensed Landscape Architect, or provided notation of irrigation.**

Project Landscaping Plans are in the process of being completed. These plans will be in conformance with minimum City Codes for industrial site development. However, in the interest of time, we ask that you please begin, or continue with, the processing of this Planned Development application and allow the Landscaping Plans to catch up during the project review process. I expect to receive these plans within the next week or so.

7. **The applicant is encouraged to provide foundational landscape plantings around the facades visible from Bandy Blvd. to soften the expanse of the industrial building facade(s).**

Comment acknowledged.

****

ST. LUCIE COUNTY ENGINEERING DIVISION (PUBLIC WORKS DEPARTMENT):

Review Comments:

1. **Please dimension the distance from the driveway to the property lines. A minimum of 25-FT offset from the side property line is required when constructing a commercial driveway. A one-lane driveway shall not be more than 20 FT wide and shall not exceed 40 FT when a two lane**

driveway is desired. For corner lots, driveways shall be constructed so that the nearest perpendicular edge is a minimum of 50 FT from the parallel base building line. Corner lot driveways that generate more than 300 VPD shall be offset 150 FT from the parallel base building line. Driveways that generate more than 50 VPD shall not be authorized left turn movements unless the nearest edge of the driveway is a minimum of 350 FT from the parallel base building line. Driveways within the road right-of-way shall be paved with an all-weather surface material. Please refer to Section 7.05.06 DRIVEWAYS of the LDC for more details.

Comment acknowledged.

2. **Has a traffic statement been provided? A review of the traffic statement by an outside party may be required at the cost of the applicant. The County will work with outside consultants to get pricing.**

Refer to the attached Traffic Impact Statement for this project

3. **A 6' sidewalk will be required within the Right- of-Way along Bandy Boulevard that abuts the property line of the proposed development site. The Board of County Commissioners may authorize total or partial relief from the requirements of sidewalk construction and may require the applicant to pay a fee-in -lieu to the County for sidewalk and/or greenways and trails construction. Please refer to Chapter 7.05.04 of the LDC for more details.**

Refer to attached project site plan, as prepared by Culpepper & Terpening, Inc. dated June 1, 2018.

4. **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. Joanne Mitchell at 772-462 -28 24 for more information.**

Comments acknowledged.

5. **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.**

Comments acknowledged.

6. **Please coordinate with the County's water quality division. The applicant is advised that a stormwater permit may be required for stormwater discharges within the County's roadway ROW or modifications made to the county drainage system. Please Contact Mr. Baby Thottakara, P.E. at 772-462 -2097 for more information.**

Comments acknowledged.

****

I believe that this response has addressed all of the outstanding questions/ comments that City Staff has with this matter. If you, or other staff members, have any questions, please do not hesitate to let me know.

Sincerely,

Dennis J. Murphy
Principal Planner

DJM

e:_djm\djm - misc files\++recovered data\+2018\18-110 pvt - redhawk rebar\18-110_180601_ftp plg, 001, grohall, redhawk rebar - response trc comments.docx

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Planned Development - Redhawk Rebar - 4280 Bandy Boulevard

NOTICES PROVIDED PURSUANT TO: City Code Section 22-143. Public Hearings A,B,C, & D

NOTICE BY NEWSPAPER: August 5th, 2018

NOTICE BY MAIL: July 27th, 2018

NOTICE BY SIGNS: July 5th, 2018; August 9th, 2018

VERIFIED BY: Vennis Gilmore **TITLE:** Planning Analyst

SIGNATURE: **DATE:** August 8, 2018

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2083321	CITY OF FORT PIERCE NOTICE OF PROPOS	

Pub Dates
August 5, 2018

Sworn to and subscribed before me this day of, August 06, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

CITY OF FORT PIERCE
NOTICE OF PROPOSED ORDINANCES

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) of the Florida State Statutes, will on Monday, August 20th, 2018 and Tuesday, September 4th, 2018 hold Public Hearings on the enactment of the proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

1) Ordinance 18-025 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT 3800 SELVITZ ROAD, FROM IH, INDUSTRIAL HEAVY (ST. LUCIE COUNTY ZONING), TO I-3, HEAVY INDUSTRIAL (CITY OF FORT PIERCE); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2432-122-0001-000-5

2) Ordinance 18-026 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT 3802 SELVITZ ROAD, FROM IH, INDUSTRIAL HEAVY (ST. LUCIE COUNTY ZONING), TO I-3, HEAVY INDUSTRIAL (CITY OF FORT PIERCE); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2432-221-0002-000-6

3) Ordinance 18-027 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT 4280 BANDY BOULEVARD, FROM I-1, LIGHT INDUSTRIAL ZONE, TO PD, PLANNED DEVELOPMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2431-505-0008-000-6

All interested parties may appear at the meeting and be heard with respect to the re-zonings. Said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 8/5/2018
TCN 2083321

City Commission Regular Meeting **12.h.**

Meeting Date: 09/04/2018

Re: Ordinance 18-028 - Annexation - Fort Pierce Realty - 3030 S. 25th Street

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-028 annexing property located at 3030 S. 25th Street. SECOND READING

SUMMARY:

- The applicant is requesting a voluntary annexation of property (Parcel ID 2428-603-0001-000-8) located at 3030 S. 25th Street in Fort Pierce, Florida.
- The current St. Lucie County Zoning for 3030 S. 25th Street is CN, Commercial Neighborhood, with a St. Lucie County Future Land Use of RU, Residential Urban 5 du/acre.
- Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary.
- The applicant plans to re-open the former gas station that is on site and bring the building and site, up to current city standards.
- This proposed voluntary annexation is also consistent with F.S. 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

RECOMMENDATION:

As proposed, the annexation meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexation. Planning Staff recommends that the City Commission **approve** the proposed annexation

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst
Brandon Creagan, Planner

COORDINATED WITH:

James Messer, City Attorney
Brandon Creagan, Planner
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Ordinance 18-028
Application & Supporting Documents
Aerial Map
TRC Comments
TRC Responses
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Rebecca Grohall	08/14/2018 10:25 AM
City Manager	Nick Mimms	08/15/2018 10:59 AM

Form Started By: Vennis Gilmore Started On: 08/08/2018 02:31 PM
Final Approval Date: 08/22/2018

ORDINANCE NO. 18-028

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3030 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signatures of all owners of the property to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their July 10, 2018 meeting, voted to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on July 6, 2018, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on July 6, 2018, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto and incorporated herein; and annexed into the City:

a) Parcel IDs: 2428-603-0001-000-8

LOT 1, BLOCK 1, EDGEWOOD ACRES, LESS THE WEST 15 FEET THEREOF, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 3, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

[Metes & Bounds will be provided by applicant]

Said property containing .713 acres, more or less.

and further depicted on Exhibit "B", attached hereto and incorporated herein; said properties being generally located at 3030 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit A hereof as of January 1, 2019 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit A and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial, and assigned a Future Land Use Designation of GC, General Commercial, as depicted on Exhibit "C" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-028 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, August 5, 2018 and Sunday, August 12, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 20, 2018; and was duly introduced, read by title only, and passed on second and final reading September 4, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of September, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

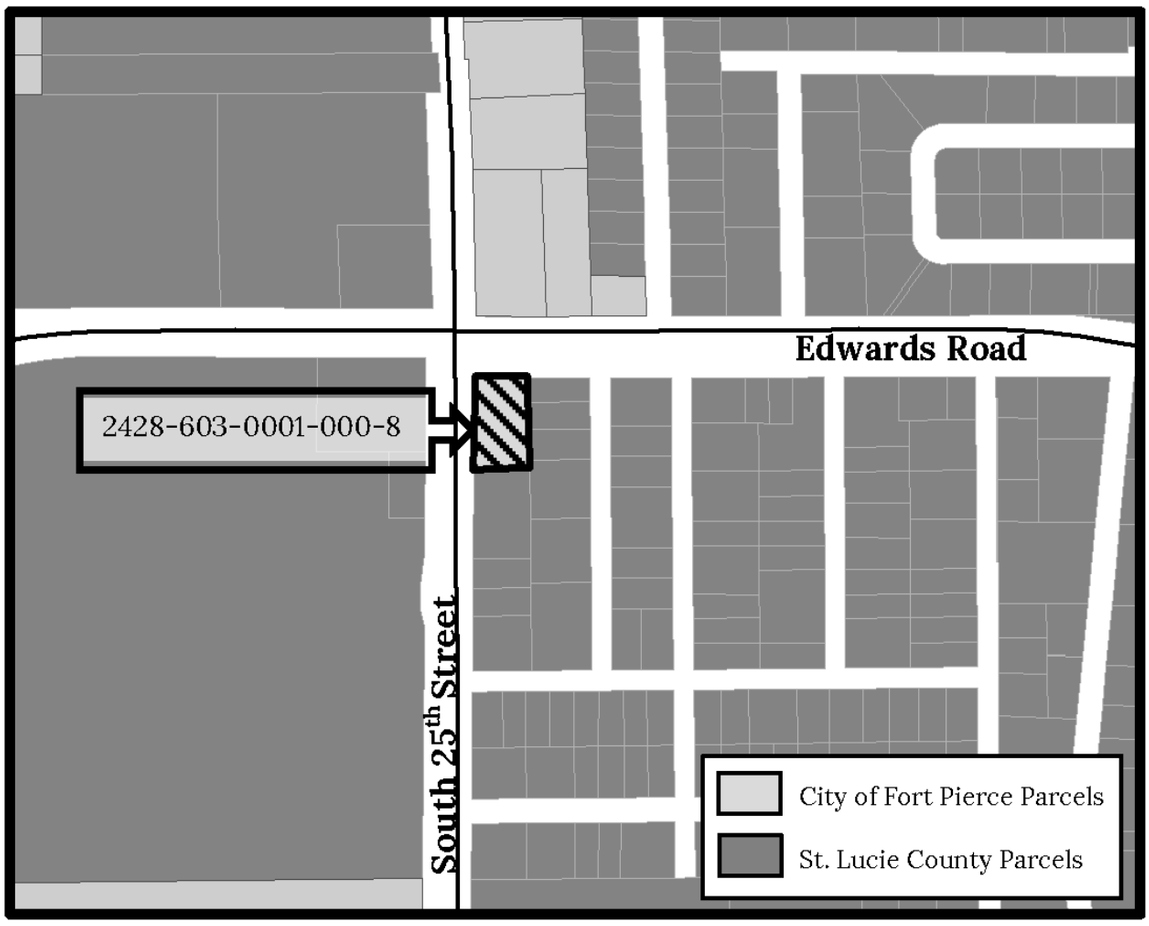
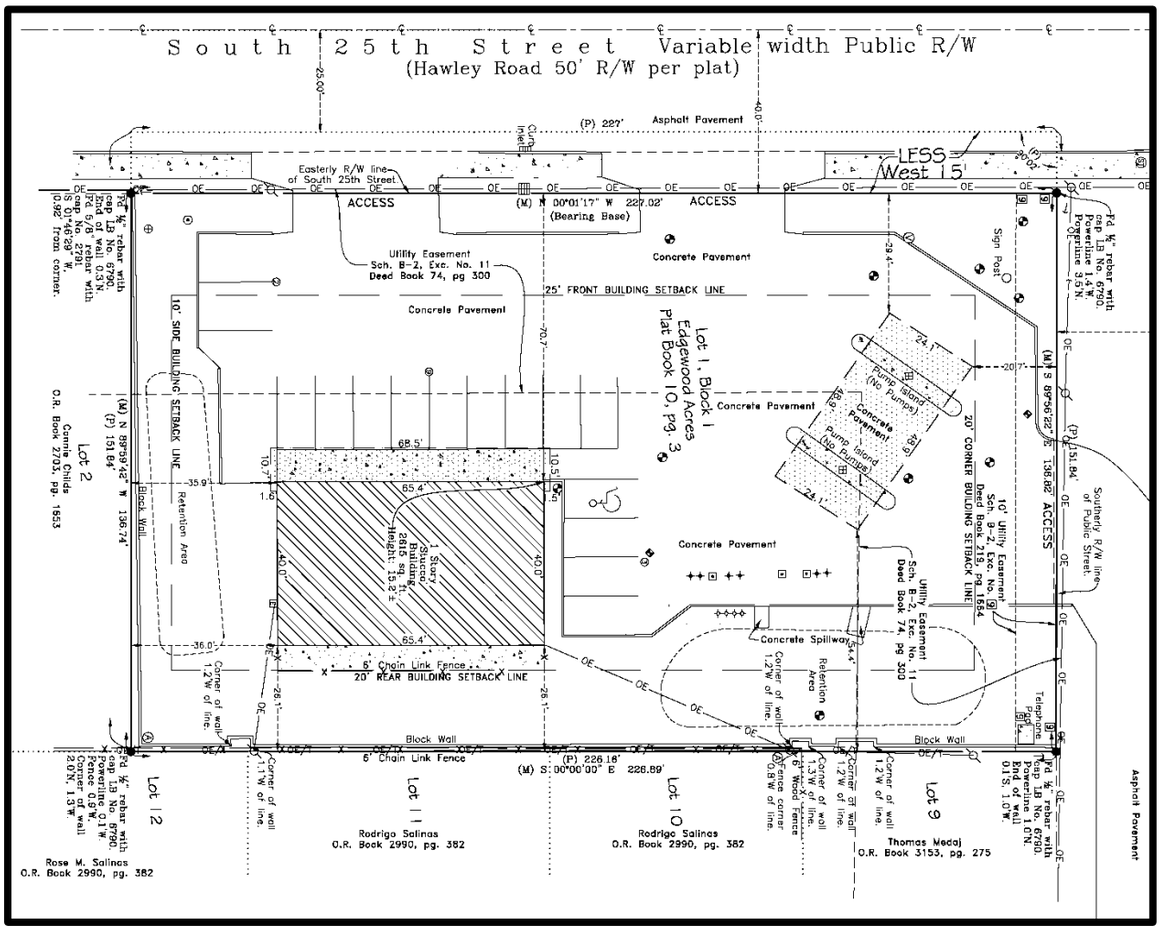
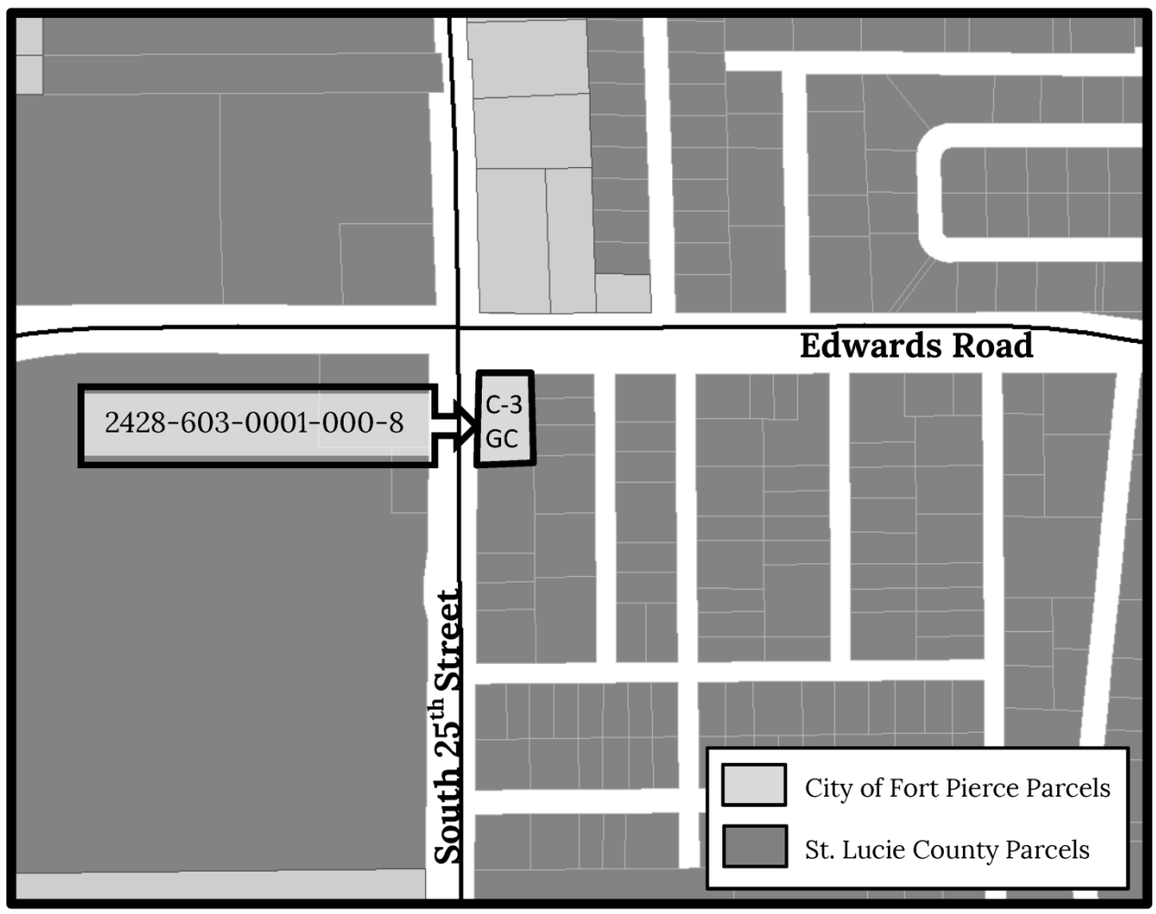


EXHIBIT B
Sketch of Subject Property



Said properties located at 3030 South 25th Street as recorded in Plat Book 10 page 3.

EXHIBIT C
Zoning & Future Land Use Designation Assignment



*The property to be annexed is currently zoned CN, Commercial Neighborhood with a Future Land Use of RU, Residential Urban 5 DU/Acre. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-3, General Commercial and have a Future Land Use Designation of GC, General Commercial.

ORDINANCE NO. 18-028

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[Metes & Bounds will be provided by applicant]

Said property containing .713 acres, more or less.

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SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit A and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial, and assigned a Future Land Use Designation of GC, General Commercial, as depicted on Exhibit "C" attached hereto and incorporated herein.

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SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

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James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-028 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, August 5, 2018 and Sunday, August 12, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 20, 2018; and was duly introduced, read by title only, and passed on second and final reading September 4, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of September, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

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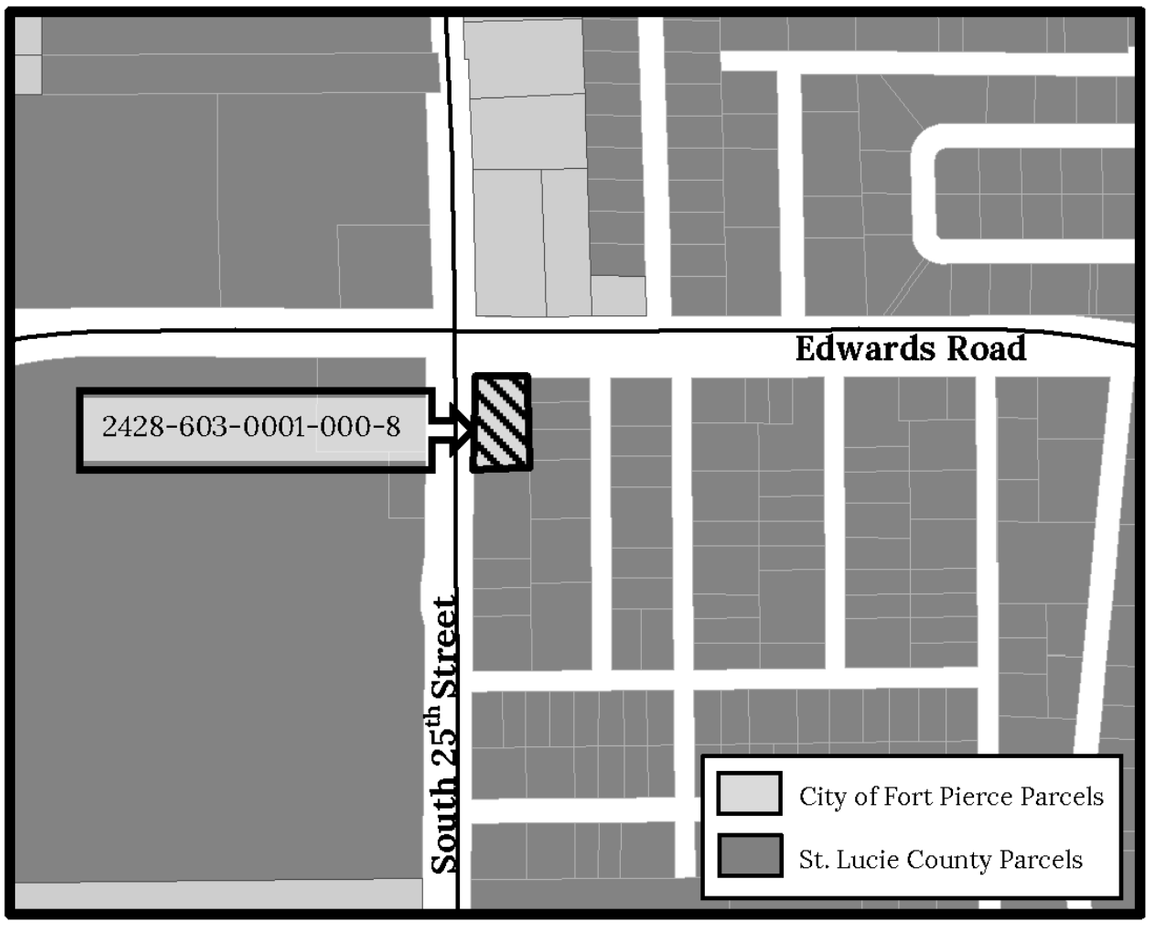

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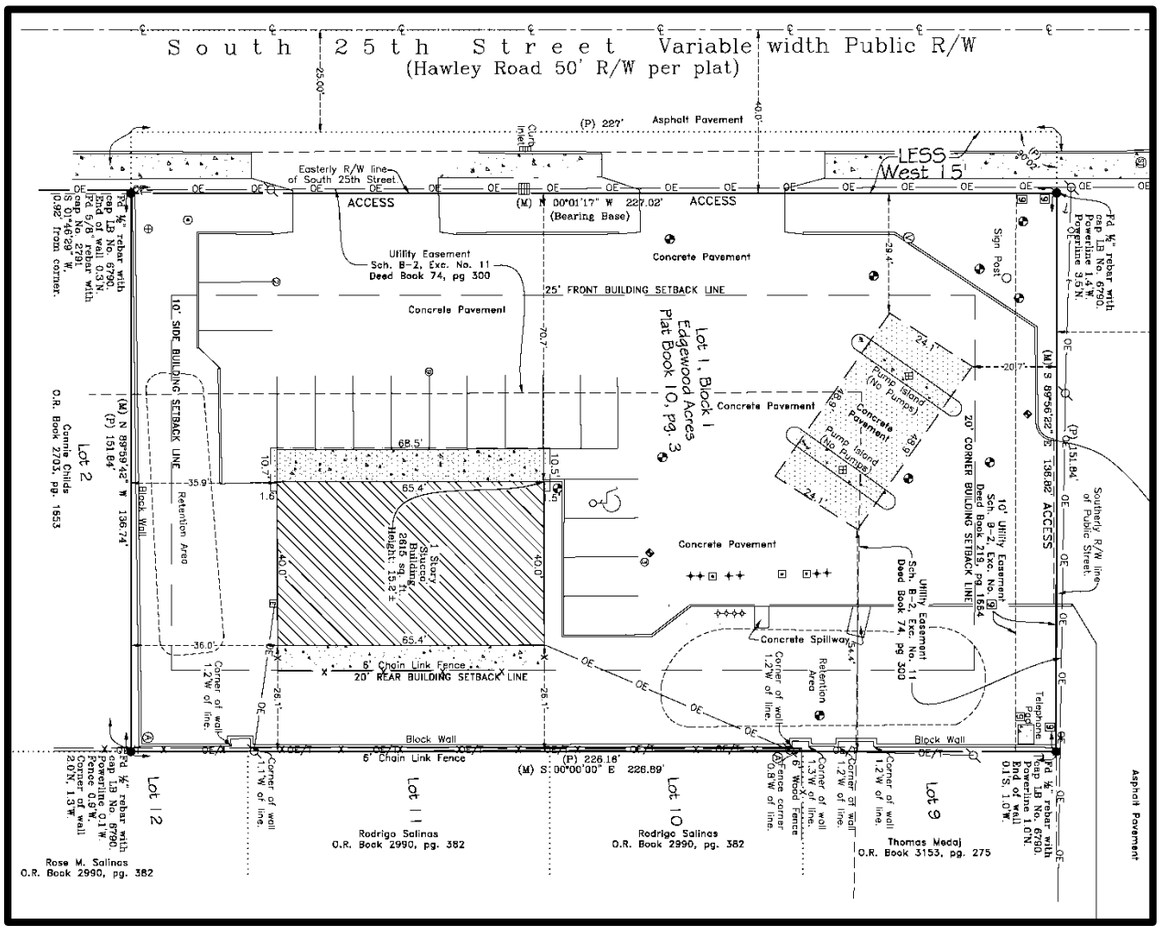

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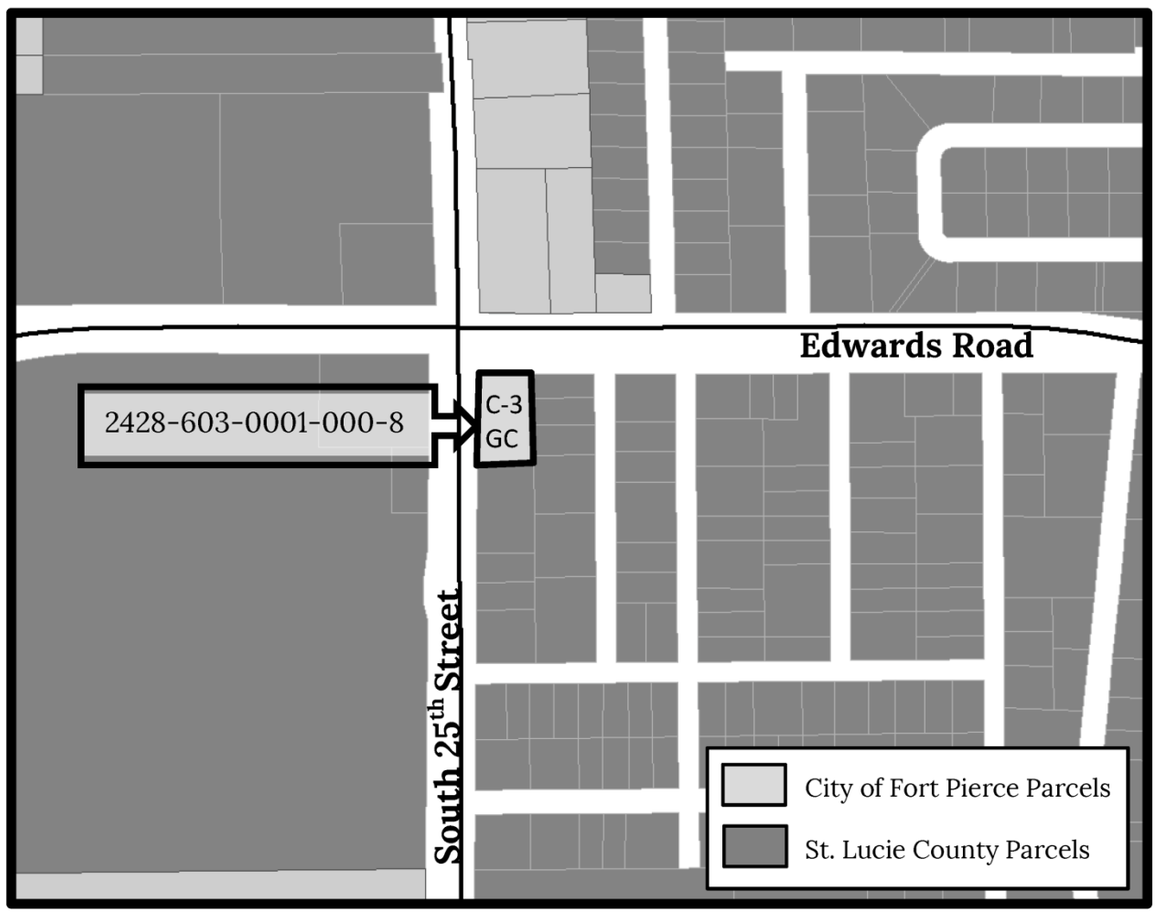

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: 3030 S. 25th STREET
2. Legal description of real property for which annexation is being requested:
   SEE ATTACHED SURVEY
   Property Tax ID: 2428-603-0001-000-8
3. Size of described property: 0.71 ac. (+/-)
4. Project description: GAS STATION, FUEL, BEER/WINE/LOTTERY SALES
5. Current St. Lucie County Future Land Use Designation: RU
6. Current St. Lucie County Zoning: CN
7. Is this a Historic property? N/A
8. Appraised value: $459,600.00 (PER SLC PROP. APPRAISER)
9. Name of Owner(s): Ahmad Shehadeh

   Signature of Owner(s):
   Mailing Address: P.O. Box 970850
   City CoConut Creek State FL. Zip 33097
   Phone (954) 914-3666 Fax (954) 571-2504

10. Name of Representative: BRIAN NOLAN, AICP/ASLA - LUCIDO & ASSO.

Signature of representative: [signature]

Mailing Address: 701 SE. Ocean Blvd.

City) STUART State FL Zip 34994

Phone 772.220.2100 Fax _____

E-mail: bnolan@lucidodesign.com

OFFICE USE:		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

lucido & associates

Via Hand Delivery

May 31, 2018

Brandon Creagan, MCRP, LEED Green Assoc.
Planner
Planning Department
City of Fort Pierce
100 N. US1
Fort Pierce, FL 34950

Re: Fort Pierce Realty, LLC – Voluntary Annexation Request
(LA 18-480)
Our Reference Number: 18-480
Parcel Identification Number: 2428-603-0001-000-8

Dear Mr. Creagan:

On behalf of **Fort Pierce Realty, LLC**, Lucido & Associates is pleased to present to you the attached Application for Voluntary Annexation. The subject parcel currently lies within unincorporated St. Lucie County, but is substantially contiguous to the municipal limits of the City of Fort Pierce along the subject's northern parcel boundary. The subject currently has a St. Lucie County Future Land Use Designation of RU (Residential Urban) and a zoning designation of CN (Commercial Neighborhood).

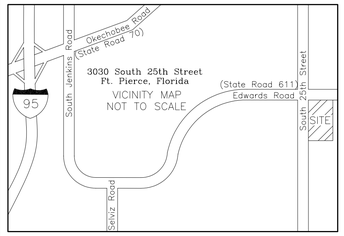
Existing improvements within the subject include a gas station, which is comprised of: One (1) 1-story retail building of approximately 2,615 sf. in floor area; (1) covered fueling area with (4) fuel pumps; approximately (12) paved parking stalls including (1) accessible stall; (2) stormwater retention areas; (2) paved access points on S. 25th Street with (1) paved access point on S. 24th Street. At this time, the gas station is not in operation; however, the Applicant is actively seeking to resume business operations upon annexation, or very soon thereafter.

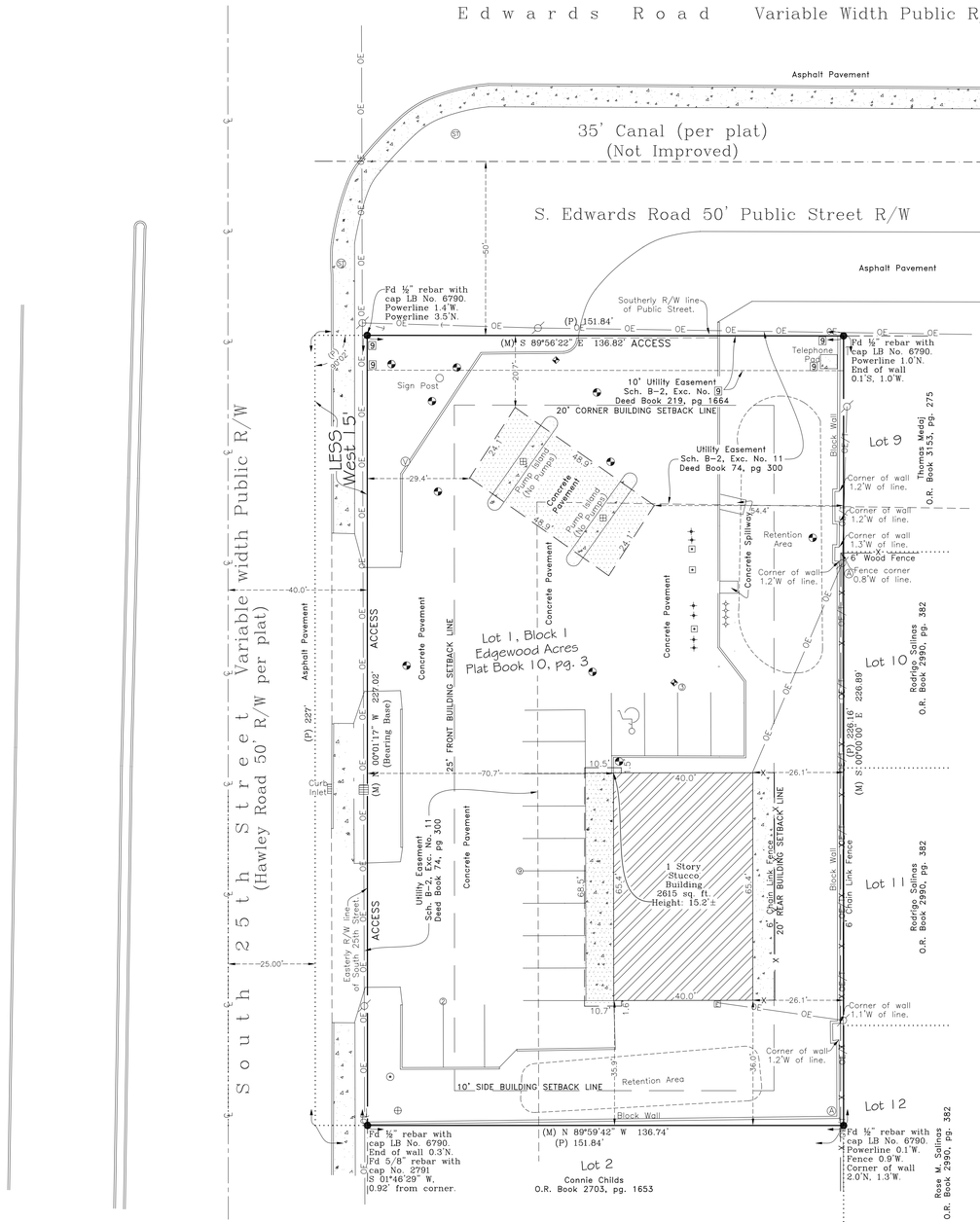
The applicant respectfully requests that the City of Fort Pierce zoning designation of C-3 (General Commercial) and Future Land Use designation of GC (General Commercial) be assigned to the subject concurrent with its Voluntary Annexation into the municipal limits of the City of Fort Pierce.

We greatly appreciate your efforts thus far and we are looking forward to working with you during your review of the Application. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Respectfully,

Brian Nolan, AICP, ASLA
Senior Land Planner/Landscape Architect





LEGEND:

Fd	= Found
CM	= concrete monument
I.P.	= iron pipe
●	= found rebar or iron pipe as indicated
■	= found concrete monument as indicated
— X —	= fence
R/W	= right-of-way
(D)	= deed bearing and/or distance
(M)	= measured bearing and/or distance
(P)	= plat bearing and/or distance
	= concrete sidewalk
	= canopy
	= power pole
	= guy anchor
	= water meter
	= manhole
	= vault
	= air pump/vacuum
	= column
	= stormwater manhole
	= electric meter
	= gas vent
	= gas drop
	= vent pipe
	= catch basin or curb inlet
	= monitoring well
—OE—	= overhead powerline
—OE/T—	= overhead power and telephone line
—℄—	= centerline

MISCELLANEOUS NOTES AND SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH 25TH STREET BEING N 00°01'17" W, AN ASSUMED BEARING.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. ALL UTILITIES SHOWN HEREON ARE BASED ON SURFACE EVIDENCE. ANY UTILITIES NOT SHOWN ARE LACKING SURFACE EVIDENCE TO MAKE A DETERMINATION OF LOCATION IN THE FIELD.
4. THE NORTHERLY BOUNDARY LINE OF THE SUBJECT PROPERTY IS THE SAME AS THE SOUTHERLY RIGHT OF WAY LINE OF PUBLIC STREET AND THE WESTERLY BOUNDARY LINE OF THE SUBJECT PROPERTY IS THE SAME AS THE EASTERLY RIGHT OF WAY LINE OF SOUTH 25TH STREET.
5. THE ORIGINAL DRAWING FROM WHICH THIS COPY WAS MADE IS AT THE SCALE SHOWN HEREON, HOWEVER IN THE PROCESS OF REPRODUCTION, THIS SCALE MAY BE SLIGHTLY REDUCED, ENLARGED, OR OTHERWISE DISTORTED FROM ITS ORIGINAL SCALE.
6. THIS SURVEY WAS PREPARED USING CONVENTIONAL SURVEYING METHODS AND NONE OF THE METHODOLOGY ALLOWED UNDER NO. 15 OF TABLE A OF THE 2016 ALTA/NSPS SURVEYING REQUIREMENTS WAS UTILIZED IN THE PREPARATION OF THIS SURVEY.
7. UNLESS OTHERWISE SHOWN ON SURVEY:

(A) THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

(B) THERE IS NO OBSERVABLE EVIDENCE NOR INFORMATION PROVIDED INDICATING CHANGES IN STREET RIGHT OF WAY LINES.

(C) THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

(D) THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, SANITARY LANDFILL OR CEMETERY.

8. NO EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED, NOR HAVE WE RECEIVED ANY DOCUMENTATION OF ANY WETLANDS BEING LOCATED ON THE SUBJECT PROPERTY.
9. ADDRESS WAS OBSERVED IN THE FIELD ON BUILDING.
10. FROM A VISUAL INSPECTION ONLY, ALL UTILITIES APPEAR TO ENTER THE SUBJECT PROPERTY FROM A PUBLIC RIGHT OF WAY.
11. FROM A VISUAL INSPECTION ONLY, THE SUBJECT PROPERTY APPEARS TO DRAIN INTO THE ONSITE RETENTION AREAS AND THE PUBLIC RIGHT OF WAY.
12. THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THIS SURVEY AND THE LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT.
13. THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICALLY CLOSED FIGURE WITHIN +/– 0.1 FOOT.
14. IF THE SUBJECT PROPERTY IS COMPRISED IF MULTIPLE PARCELS, THE PARCELS ARE CONTIGUOUS ALONG THEIR COMMON BOUNDARIES AS SHOWN ON THIS SURVEY, AND THERE ARE NO GAPS, STRIPS OR GORES IN SAID PROPERTIES.
15. THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD.
16. THE EXPECTED USE OF THE SURVEY AND MAP IS COMMERCIAL.
17. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, IN FEET.
18. 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.

DESCRIPTION:

Lot 1, Block 1, EDGEWOOD ACRES, less the West 15 feet thereof, according to the Plat thereof, as recorded in Plat Book 10, Page 3, Public Records of St. Lucie County, Florida.

Property surveyed and shown hereon is the same property as described in title commitment number O-031954-L, dated May 23, 2005 (Revision No. 4 dated 5-28-05), prepared by Lawyers Title Insurance Corporation.

LAWYERS TITLE INSURANCE CORPORATION COMMITMENT NO. O-031954-L, DATED MAY 23, 2005 (Revision No. 4 dated 5-28-05).
SCHEDULE B – SECTION 2, EXCEPTIONS PERTAINING TO THIS SURVEY

1. Termination of that certain Access recorded in Official Records Book 1367, Page 2300. BLANKET IN NATURE AFFECTING ENTIRE SUBJECT PROPERTY & CANNOT BE PLOTTED.

9. Easement to Florida Power & Light Company recorded October 10, 1973 in Official Records Book 219, page 1664. PLOTTED HEREON

10. Right of Way Agreement to Florida Power & Light Company recorded January 17, 1927 in Deed Book 74, Page 244. BLANKET IN NATURE AFFECTING SUBJECT PROPERTY & CANNOT BE PLOTTED.

11. Right of Way Agreement to Florida Power & Light Company recorded January 29, 1927 in Deed Book 74, Page 300. PLOTTED HEREON

FLOOD ZONE:

AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY–PANEL NUMBER 120285 0186 J, DATED FEBRUARY 16, 2012, THE SUBJECT PROPERTY LIES IN ZONE "X", BY SCALE LOCATION ONLY.

LAND AREA:

THE LAND AREA IS 31,043 SQUARE FEET OR 0.713 ACRES.

SOURCE OF ZONING DATA:

THE ST. LUCIE COUNTY, FLORIDA ZONING DEPARTMENT
PHONE: 777–462–1553

ZONING:

THE CURRENT ZONING IS CN (COMMERCIAL NEIGHBORHOOD).
THE CURRENT ZONING ALLOWS FOR THE CURRENT USE.

BUILDING SETBACK REQUIREMENTS:

FRONT	25 FEET
SIDE	10 FEET
REAR	20 FEET
CORNER	20 FEET

BUILDING HEIGHT RESTRICTION:

35 FEET

PARKING SPACE TABLE:

REGULAR PARKING SPACES:	14
UNSTRIPED SPACES AT PUMPS:	8
HANDICAP PARKING SPACES:	1
TOTAL:	23

PARKING SPACE REQUIREMENTS:

5 PARKING SPACES FOR EACH 1000 SQ. FT. OF GROSS FLOOR AREA.

Because there may be a need for interpretation of the applicable zoning codes, we refer you to St. Lucie County, Florida and the applicable zoning codes.

BUILDING AREA:

EXTERIOR FOOT PRINT AT GROUND FLOOR IS 2615 SQUARE FEET.

ACCESS NOTE:

ACCESS TO THE SUBJECT PROPERTY IS BY PUBLIC RIGHTS OF WAY OF SOUTH 25TH STREET AND PUBLIC STREET.

ENCROACHMENTS:

Ⓐ FENCE ENCROACHES ONTO EAST LINE OF SUBJECT PROPERTY.

SURVEYOR'S CERTIFICATION

To: FIDELITY FEDERAL BANK AND TRUST IT'S SUCCESSORS AND/OR ASSIGNS ATIMA; FORT PIERCE REALTY, LLC; LAWYERS TITLE INSURANCE CORPORATION; McCABE AND SAMILJAN, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 16, 17 and 20 of Table A thereof. The fieldwork was completed on June 12, 2018.

Date of Plat or Map: June 12, 2018

DAVID A. BRIGGS
PROFESSIONAL SURVEYOR AND MAPPER
NO. 5890
STATE OF FLORIDA

DAVID A. BRIGGS • CERTIFICATE • No. 5890 • STATE OF FLORIDA • REGISTERED PROFESSIONAL SURVEYOR AND MAPPER

BRIGGS, WASHINGTON & THOMPSON LAND SURVEYING, INC.
406 SW Rutledge Street P.O. Box 263
Madison, FL 32340
LB No. 7563 850-973-6186 800-882-8396 Fax: 850-973-6931

FB – See Folder	DWG file: 04-070.dwg — Calc File: 04-070.crd
St. Lucie Co., FL	
Drawn by: AJT, DAB	B-2 by: CDG — Job Order No: 04-070
Field work completed: June 12, 2018	

BOUNDARY SURVEY

PREPARED FOR:

MARK	DATE	REVISION	BY	APVD
1	6/20/18	Revise per Comments.	DAB	DAB

FORT PIERCE REALTY, LLC

3030 South 25th Street
Ft. Pierce, Florida

SCALE: 1" = 20'	CHKD. / APV'D: DAB
DATE: June 12, 2018	APPROVED: DAB
DWN. BY: AJT	
CHKD. BY: CDG	

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2667167 OR BOOK 2302 PAGE 1761, Recorded 07/14/2005 at 03:08 PM
Doc Tax: $4200.00

~~RETURN TO~~:

THIS INSTRUMENT PREPARED BY:
ConocoPhillips Real Estate Department
Christine A. Steger
13791 E. Rice Place, Ste 201
Aurora, CO 80015

PROPERTY APPRAISERS PARCEL IDENTIFICATION (FOLIO) NUMBER(S): 2428-603-0001-000/8
GRANTEE(S) S.S.#(S):
FILE NO:

SPECIAL WARRANTY DEED

This Special Warranty Deed made this 28 day of June, 2005 by ConocoPhillips Company, a Delaware corporation, hereinafter called the grantor, whose address is 600 North Dairy Ashford, Houston, TX 77079

To

Fort Pierce Realty, LLC, a Florida limited liability company, whose address is, P.O. Box 970850, Coconut Creek, FL 33097, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of $10.00 Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Lucie County, Florida, to-wit:

See Attached Exhibit A

Hereinafter the "Property".

The Property is not the homestead of the Grantor(s).

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

SUBJECT, HOWEVER, to taxes and assessments not yet due and payable, taxes and assessments for prior years due to a change in land usage or ownership; reservations, covenants, restrictions, easements, rights and rights-of-way of record or apparent on the Property; zoning ordinances or statutes; building use and occupancy restrictions; and any matters that would be shown on a survey of the Property.

TO HAVE AND TO HOLD, the same in fee simple forever and the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully

RETURN TO:
LandAmerica - Commercial Services
1001 N. Lake Destiny Road Ste 250
Maitland, FL 32751 0-03195A-L

warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor, but not otherwise and except as to those to this Special Warranty Deed is above made subject..

The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

ConocoPhillips Company, a Delaware corporation

Randall D. Amen

BY: Randall D. Amen
ITS: Attorney-In-Fact

Signed and Delivered ~~in Our~~ Presence:

Witness Signature _____
Witness Printed Name: Adriane M. Besser

Witness Signature Michelle R. Moran
Witness Printed Name: Michelle R. Moran

STATE OF COLORADO :

COUNTY OF ARAPAHOE :

The foregoing instrument was acknowledged before this 24th day of June, 2005 by Randall D. Amen, who is/are personally known to me or who has/have produced driver license(s) as identification.

CHRISTINE A. STEGER NOTARY (Seal) PUBLIC STATE OF COLORADO My Commission Expires 2/9/08

Christine A Steger

Printed Name: Christine A. Steger
Notary Public
Serial Number:
My Commission expires: 2/9/08

Exhibit "A"

Lot 1, Block 1, EDGEWOOD ACRES, less the West 15 feet thereof, according to the Plat thereof as recorded in Plat Book 10, Page 3, public records of St. Lucie County, Florida.

THE SUNRISE CITY
FORT PIERCE
Florida

Application for Annexation
3030 S. 25th Street
Site Map

N
W E
S

June 19, 2018

Brian Nolan, AICP, ASLA
701 SE Ocean Blvd
Stuart, FL 34994

SUBJECT: Annexation – 3030 S. 25th Street
TECHNICAL REVIEW PROJECT: # 18-02000003

Comments:

1. While a survey was provided it was more than one year old and was not signed and sealed. Please provide an updated survey that was completed within the last year and that is signed and sealed.

2. Please install a 6ft opaque wall or fence on all property lines that abut a residential property. This would be the east and south property lines. This must be completed by the time a BTR is issued.

3. Update site landscaping to comply with City Code 22-187, General Landscaping requirements. This can be done when building permits are submitted after the annexation is completed. This must be completed by the time a BTR is issued.

4. Please close the northern driveway on South 25th Street as there are currently 2 driveways on that side of the property (western side). This must be completed by the time a BTR is issued.

Please provide a written response to all TRC comments and provide submittal of all new materials by June 28, 2018 to advance to the Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Fort Pierce Realty – 3030 S. 25th Street – Annexation
TRC No. 18-02000003

DATE : June 19, 2018

RECEIVED
JUN 19 2018
PLA

This is to advise you that we have completed the review of the following documents as received by this office on June 7, 2018:

- ☑ Annexation Application
- ☐ P/D Drawings
- ☐ Test Reports & Related Documents
- ☐ Certificate of Completion
- ☐ Record Drawings
- ☐ Permits from applicable Local, State & Federal Agencies
- ☐ Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend
- ☐ Do Not Recommend
- ☑ Approval of Annexation with conditions
- ☐ Building Permit
- ☐ C/O

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

- ☑ See attached for engineering comments

Q:\ENGINEERING\Site Development Projects\F\Fort Pierce Realty\Submittal No. 1 - 060718\Annexation Approval - 060718.docx

ENGINEERING COMMENTS:

1. The proposed annexation is approved with conditions. The existing driveway located on the northwest side of the property on 25th Street shall be removed and reconstruction of the sidewalk will be required as per St. Lucie County specifications.
2. Provide a copy of the Saint Lucie County Permit authorizing the 25th Street sidewalk construction along with the approval of the north driveway removal within the 25th Street right-of-way.

JRA/TST/dhr

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: June 21, 2018
Property Address: 3030 S. 25th St.
Property Name:
Project Name: Annexation – Fort Pierce Realty
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 6/20/18

FPUA Comments

Annexation - Fort Pierce Realty - 3030 S. 25th Street

W/WW Engineering: Approved

Electric & Gas Engineering: Approved

June 13th, 2018

Project: **Annexation Fort Pierce Realty**
Subject: **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

1) Please add to the notes. "The expected use of the survey and map is Commercial" and "All measurements are in accordance with the United States standard, in feet."
2) Please add the following to your notes "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."
3) All survey maps must reflect a survey date, which is the date of data acquisition. When the graphics of a map are revised, but the survey date stays the same, the map must list dates for all revisions. Please add the date of the last field work to the notes.
4) A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to "True North"; "Grid North as established by the NOS"; "Assumed North based on a bearing for a well-defined line, such as the center line of a road or right of way, etc."; "a Deed Call for a particular line"; or "the bearing of a particular line shown upon a plat." References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line. Please describe the monumentation that was used for the bearing base.
5) Please add the verbiage "Bearing Base" above the bearing being described in the notes.
6) Each survey map and report shall state the type of survey it depicts consistent with the types of surveys defined in paragraphs 5J-17.050(10)(a)-(k), F.A.C. The purpose of a survey, as set out in paragraphs 5J-17.050(10)(a)-(k), F.A.C., dictates the type of survey to be performed and depicted, and a licensee may not avoid the minimum standards required by rule of a particular survey type merely by changing the name of the survey type to conform with what standards or lack of them the licensee chooses to follow. Please add for the type of survey "Boundary Survey".

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

TO: Brandon Creagan, LEED, Planner

THROUGH: Mayte Santamaria, Assistant Director

FROM: Kori Benton, Senior Planner

DATE: June 20, 2018

SUBJECT: **Annexation – Fort Pierce Realty – 3030 S. 25th Street**

The St. Lucie County Planning & Development Services Department has completed a review of the June 7, 2018 distribution of Technical Review Project# 18- 02000003.

Background

The applicant is seeking Voluntary Annexation for a property located at 3030 S. 25th Street. The property is .71 acres and currently has a St. Lucie County zoning of CN, Commercial Neighborhood and a St. Lucie County Future Land Use of RU, Residential Urban 5 du/acre. The applicant is requesting the City of Fort Pierce assign a zoning designation of C-3 (General Commercial) and Future Land Use designation of GC (General Commercial) concurrent with its Voluntary Annexation. The Parcel ID for the site is 2428-603-0001-000-8.

Review Comments

1. The subject site was recently engaged in an application for Conditional Use with St. Lucie County. A copy of the DRC Report, based upon the initial application packet, is provided for review as a courtesy to staff.

Please contact me at 772-462-2518 if you have any questions or would like to discuss the presented comments.

June 28, 2018

Mr. Brandon C. Creagan, MCRP, LEED Green Assoc.
Planner
Planning Department
City of Fort Pierce
100 N. US1
Fort Pierce, FL 34950

Re: AAA Fort Pierce Petroleum – Comment Responses (Annexation)
Our Reference Number: 18-481

Dear Mr. Creagan:

It is our pleasure to provide the responses below in ***bold italics***, which address the following comments pursuant to the TRC's review of the initial submittal for the above referenced project.

CITY OF FORT PIERCE PLANNING DEPARTMENT

1. While the Survey was provided it was more than one year old and was not signed and sealed. Please provide an updated Survey that was completed within the last year and this is signed and sealed.
Response: The requested Survey has been submitted.

2. Please install a 6' opaque wall or fence on all property lines that abut a residential property. This would be the east and south property lines. This must be completed by the time a BTR is issued.
Response: Acknowledged.

3. Update site landscaping to comply with City Code 22-187, General Landscaping Requirements. This can be done when building permits are submitted after the annexation is completed. This must be completed by the time a BTR is issued.
Response: Acknowledged.

4. Please close the northern driveway on S. 25th Street as there are currently 2 driveways on that side of the property (west side). This must be completed by the time a BTR is issued.
Response: Acknowledged.

CITY OF FORT PIERCE ENGINEERING DEPARTMENT

1. The proposed annexation is approved with conditions. The existing driveway located on the northwest side of the property on 25th Street shall be removed and reconstruction of the sidewalk will be required as per St. Lucie County specifications.
Response: Acknowledged.

2. Provide a copy of the St. Lucie County Permit authorizing the 25th Street sidewalk (re)construction along with the approval of the north driveway removal within the 25th Street right-of-way.

Response: Acknowledge.

CITY OF FORT PIERCE BUILDING DEPARTMENT

1. Building Official or his representative has not comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

Response: Acknowledged.

ST. LUCIE COUNTY SURVEYOR

1. Please add to the notes. "The expected use of the survey and map is Commercial" and "All measurements are in accordance with the Unites States standard, in feet".

Response: The requested information has been added to the Boundary Survey; please refer to Notes 16 and 17.

2. Please add the following to your notes, "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: The requested information has been added to the Boundary Survey; please refer to Note # 18.

3. All survey maps must reflect a survey date, which is the date of data acquisition. When the graphics of a map are revised, but the survey date stays the same, the map must list dates for all revisions. Please add the date of the last field work to the notes.

Response: The "Field Work" date has been updated to reflect June 12, 2018.

4. A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to "True North"; "Grid North as established by the NOS"; "Assumed North based on a bearing for a well-defined line, such as the center line of a road or right-of-way, etc."; "a Deed Call for a particular line"; or "the bearing of a particular line shown upon a plat." References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line. Please describe the monumentation that was used for the bearing base.

Response: The east ROW line of S. 25th Street was used as the Bearing Base and is so noted on the Boundary Survey.

5. Please add the verbiage "Bearing Base" above the bearing being described in the notes.

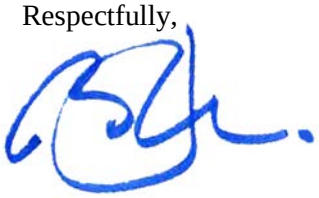
Response: The requested information has been added to the Boundary Survey (east ROW line of S. 25th Street).

6. Each survey map and report shall state the type of survey it depicts consistent with the types of surveys defined in paragraphs 5J-17.050(10)(a)-(k), F.A.C. The purpose of a survey, as set out in paragraphs 5J-17.050(10(a)-(k), F.A.C., dictates the type of survey to be performed and depicted, and a licensee may not avoid the minimum standards required by rule of a particular survey type merely by changing the name of the survey type to conform with what standards or lack of them the licensee chooses to follow. Please add for the type of survey "Boundary Survey".

Response: Acknowledged; "Boundary Survey" has been added to the revised Boundary Survey.

We appreciate your time and attention to this matter and look forward to working with you further to advance the pending application to public hearing. Should you have any question or concerns with the above responses, please do not hesitate to contact me directly.

Respectfully,



Brian Nolan, AICP, ASLA
Senior Project Manager

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation - Fort Pierce Realty - 3030 S. 25th Street

NOTICES PROVIDED PURSUANT TO: F.S.S. Section 171.044(2)

NOTICE BY NEWSPAPER: August 5th, 2018 and August 12th, 2018

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Planning Analyst

SIGNATURE: _____ **DATE:** August 8, 2018

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2083404	18-028	

Pub Dates
August 5, 2018
August 12, 2018

Sworn to and subscribed before me this day of, August 13, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

Is 5G cellphone service the next cancer scare?

Anthony Westbury
Columnist
Treasure Coast Newspapers
USA TODAY NETWORK – FLA.

A 5G wireless network cell on a utility pole in Minneapolis. BRYCE WANDLING FOR CTIA

The next generation of cellphone service is just over the horizon. 5G — or fifth generation — promises to be able to connect 100 times as many devices at 100 times faster speeds and usher in an era of new capabilities that were, until recently, science fiction.

So, what's not to like?

Well, what if 5G was hazardous to your health, as a growing group of alarmed citizens and scientists believe?

And what if the new transmission towers that will deliver such amazing inter-connectivity will be smaller and unobtrusively located on light poles and condo rooftops, in streets and neighborhoods — physically closer to humans?

Stephanie Austin from Vero Beach and Shari Anker of Port St. Lucie are both concerned about the proliferation of radiation-causing devices, for different reasons.

Austin admits she is no scientist. She has a fine arts degree and was an interior designer until retirement. Her interest in the dangers of cellphone radiation has intensified over the last seven years, she said. Austin is a member of the Electromagnetic Radiation Awareness Group, made up of more than 20 professionals in four counties from Palm Beach to Vero Beach.

Anker, who is president of the St. Lucie County Conservation Alliance, discovered she is especially sensitive to radiation.

"I'm disabled," Anker said. "While working on my PhD in environmental sciences, I was diagnosed with a severely under-active immune system" as a result of working in a mold-infested building. Anker said she is more susceptible to chemicals, particularly pesticides, exposure to which can land her in hospital.

Anker later discovered she also is electromagnetic sensitive. She suffered from tremors when the city of Port St. Lucie installed radio-read water meters a few years ago. She refused to have an Florida Power & Light "smart meter" on her property. Wifi "hot spots" cause her excruciating headaches.

Anker is concerned 5G availability could make life even more unbearable.

"5G is personally threatening to me. It is a human rights issue that threatens to deprive me of my civil rights," she said.

Yet, as Anker fully realizes, "there's a reluctance — even among environmentalists — to talk (badly) about a technology we love."

Part of the problem is the sway the telecommunications industry and its lobbyists have over lawmakers.

Anker and Austin point to Florida's Advanced Wireless Infrastructure Deployment Act of 2017, which was rushed through the state legislature at, well, 5G speed, despite reservations from dozens of counties and municipalities.

The act restricts local governments' ability to refuse "small cell" 5G transmitters (some as small as a pizza box) located on poles in rights of way.

The Federal Communications Commission seems to view the rapid roll-out of 5G as a national imperative that will ensure America's continued technological dominance. FCC Chairman Ajit Pai implied in a June 2018 announcement that slowing the advance of 5G is akin to being unpatriotic. The FCC only last week banned, among other examples, 44 Florida municipalities' moratoriums on 5G projects.

Yet a growing number of scientists have strong views about the technology. In 2017, according to the Environmental Health Trust, more than 180 scientists and doctors called for a moratorium on the increased use of 5G cell antennas. They cited human health effects and the impact on wildlife.

An International EMF Scientist Appeal signed by more than 225 scientists from 41 nations urged the United Nations to develop more protective policy and guidelines.

And yet, the U.S. National Cancer Institute continues to refute such objections. The institute acknowledges cellphones emit non-ionizing radiation, but maintains that form has never been proven to cause cancer or damage to DNA.

Gary Larson, a radiation oncologist quoted by Forbes.com, is adamant that "I have treated patients with cancer for over 30 years. ... I'll tell you with absolute certainty that radio waves cannot harm you ... there is no credible evidence that non-ionizing radiation (as emitted by cellphones) has any adverse effects at all."

The jury, of course, is still out. Any adverse effects might take a generation to appear. Anker suggested that Big Wireless might be the 21st century version of Big Tobacco, reassuring us their products are perfectly safe.

Austin wants a moratorium on 5G.

"Slow down and study it more," she counsels.

Sounds like sensible advice.

Anthony Westbury is a columnist for TCPalm. This column reflects his opinion. Contact him at 772-221-4220, anthony.westbury@tcpalm.com, or follow him @TCPalmWestbury on Twitter.

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11/16	"Wonderettes" Musical & Lunch	$102
11/27	Gaylord "Ice," Cirque Dreams, Lunch	$113

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- Great information – Thank you! *(Jennifer F. from Stuart)*
- Wonderful seminar. Very informative, answered all my questions. *(Pat D. from Jensen Beach)*
- Thank you for an excellent, very patient and professional presentation. *(G. S. from Port St. Lucie)*
- Excellent! The presenter has a lot of knowledge. I'm very happy that I came. *(D. S. from Fort Pierce)*

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Sept 27, 6p-7p

Port St Lucie Community Center
(2195 SE Airoso Blvd, Port St. Lucie, FL 34984)
Aug 28, 10:30a-11:30a
Sept 25, 6p-7p

Morningside Branch Library
(2410 SE Morningside Blvd, Port St. Lucie, FL 34952)
Sept 5, 10:30a-11:30a

Blake Library
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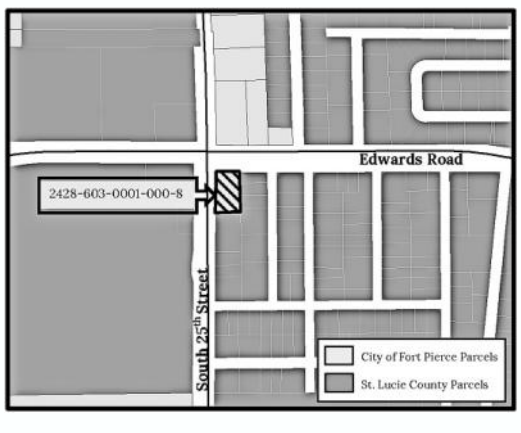
TR-GCI0060091-01

CITY OF FORT PIERCE NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, August 20, 2018, and Tuesday, September 4, 2018 hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m.; said ordinance entitled:

ORDINANCE 18-028 AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE 3030 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the meeting and be heard with respect to the annexation. Said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 8/5/2018 and 8/12/18

TR-2083404

City Commission Regular Meeting **12.i.**

Meeting Date: 09/04/2018

Re: Legislative Hearing - Ordinance 18-029 Amending Chapter 5, Building Departmen Fee Schedule - FIRST READING

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 18-029 Building Department Fee Schedule - SECOND READING

SUMMARY:

In accordance with State Statute 553.80(7) which provides in part, that a schedule of reasonable fees be provided to be and solely used for carrying out local government's responsibilities in enforcing the Florida Building Code, the Building Department would like to present for consideration the attached fee schedule, which increases certain fees to fund the total estimated cost of enforcement activities.

RECOMMENDATION:

Adopt Ordinance 18-029.

ALTERNATIVES:

Do not adopt the Ordinance as presented.

RESPONSIBLE STAFF:

Shaun Coss, CFM, Building Department Coordinator

COORDINATED WITH:

Paul Thomas, CBO, CFM, Building Official

Fiscal Impact

Budgeted Y/N: n/a

Fiscal Year: 2019

Account: n/a

Amount: n/a

OTHER INFORMATION:

None at this time.

Attachments

18-029 Bldg. Dept. Fee Sched.

Proof of Publication

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	08/06/2018 08:34 PM
City Manager	Nick Mimms	08/14/2018 09:14 AM

Form Started By: Karen Murphy Started On: 08/02/2018 09:58 AM

Final Approval Date: 08/22/2018

ORDINANCE NO. 18-029

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 5, ARTICLE VII OF THE CODE OF ORDINANCES ENTITLED "PERMIT FEES"; AMENDING SECTION 5-266, TO CLARIFY DETERMINATION OF FEES AND VALUATIONS; AMENDING SECTION 5-267, TO UPDATE FEE COLLECTION, REORGANIZE SCHEDULE AND REMOVE FEES NOT INCLUSIVE TO PERMITS; CREATING SECTION 5-268, MISCELLANEOUS FEE SCHEDULE, TO PROVIDE FOR A SCHEDULE OF MISCELLANEOUS FEES NOT INCLUSIVE TO PERMITS; CREATING SECTION 5-269, INCENTIVE AND OPTIONAL SERVICE FEE SCHEDULE, TO PROVIDE FOR A SCHEDULE OF FEES FOR INCENTIVES AND OPTIONAL SERVICES THAT THE DEPARTMENT PROVIDES; CREATING SECTION 5-270, PENALTY FEE SCHEDULE, TO PROVIDE FOR A SCHEDULE OF FEES FOR PENALTIES THAT MAY BE ASSESSED DURING CONSTRUCTION ACTIVITIES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida State Statute § 553.80(7) provides in part, that a schedule of reasonable fees shall be provided to be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code; and

WHEREAS, Article VII, Chapter 5 Section 5-267, of the Code of Ordinances, provides for a schedule of reasonable fees as required; and

WHEREAS, said schedule of reasonable fees also provides for fees used to carry out other departmental responsibilities outside of the purview of the Florida Building Code; and

WHEREAS, said schedule shall be amended from time to time to provide adequate funding for all services provided.

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

SECTION 1. Article VII, Chapter 5 Section 5-266 and 5-267, of the Code of Ordinances, is hereby amended to read as follows:

~~ARTICLE VII. - PERMIT FEES[7]~~

~~Footnotes:~~
~~--- (7) ---~~
~~**Editor's note—** Ord. No. I-256, §§ 1—8, adopted Feb. 16, 1988, created a new Art. VII, relative to permit fees, with provisions designated for inclusion as §§ 5-247—5-254. Inasmuch as former reserved. Art. VII contained reserved §§ 5-266—5-280, the provisions of Ord. No. I-256 have been redesignated as §§ 5-266 and 5-267 at the discretion of the editor.~~

~~Sec. 5-266. - Permit fees—Payment required.~~
~~On all buildings, structures or alterations requiring a building permit as set forth in this Code, a fee shall be paid as required, at the time of the issuance of the permit, in accordance with the schedules set forth in this article.~~

~~(Ord. No. I-256, § 1, 2-16-88) Sec. 5-267. - Same—Schedule.~~

		~~Fee:~~
~~(1)~~	~~New buildings~~	
	~~Commercial:~~	~~Fee is based on multiplying the value of the building by .0125. Such value shall be determined by using the most recent Building Valuation Data as compiled by the International Code Council (ICC) or on the contract price given by the applicant for the project, whichever is higher.~~ ~~See item #10 for Subcontractor Agreement Fees.~~
	~~Residential:~~	~~Fee is based on multiplying the value of the building by .005. Such value shall be determined by using the most recent Building Valuation Data as complied by the International Code Council (ICC) or on the contract price given by the applicant for the project, whichever is higher.~~ ~~See item #10 for Subcontractor Agreement Fees.~~
~~(2)~~	~~All other construction except as noted below:~~	~~$100.00 flat fee up to $8,000.00 in value. Any construction value over $8,000.00 the fee is based on multiplying the value of the work~~

		~~by .0125.~~ ~~See item #10 for Subcontractor Agreement Fees.~~
~~(3)~~	~~Demolitions:~~	~~$300.00: Single family or 1 and 2 family structures~~ ~~$500.00: Commercial structures~~ ~~$150.00: Miscellaneous residential structures including but not limited to: Interior demolition, fences, outbuildings, pools, other attached structures~~ ~~$250.00: Miscellaneous commercial structures including but not limited to: Interior demolition, fences, outbuildings under 500 sq. ft., pools, signs, other attached structures~~
~~(4)~~	~~Special inspections after working hours:~~	~~Fee is $100.00 per hour minimum two (2) hours.~~ ~~Per Permit Per Trade~~
	~~Special inspection: Expired Permits—Confirmation of no work~~	~~$75.00~~
~~(5)~~	~~Reinspections: First~~	~~Fee is: Residential $50.00~~ ~~Commercial $100.00~~
	~~Reinspections: Second~~	~~Fee is: Residential $75.00~~ ~~Commercial $150.00~~
	~~Reinspections: Third~~	~~Fee is: Residential $100.00~~ ~~Commercial $200.00~~
	~~Reinspections: Fourth and thereafter~~	~~$250.00 for each inspection~~
~~(6)~~	~~Manufactured mobile homes:~~	~~Fee: New buildings and additions~~
~~(7)~~	~~Certificate of occupancy or certificate of completion~~	~~$50.00~~
~~(8)~~	~~Miscellaneous trade and construction permits including, but not limited to: **plumbing, **mechanical, **electrical, gas, remodeling, addition, fences, pools, sheds, signs, docks, site work, etc., shall be on a valuation basis according to the following schedule:~~ ~~** See item #9 for Flat Rated Permit Fees.~~ ~~See item #10 for Subcontractor Agreement Fees.~~	
	~~$100.00 flat fee up to $8,000.00 in value. Any construction value over $8,000.00 the fee is based on multiplying the value of the work by .0125.~~	
~~(9)~~	~~Flat Rated Permit Fees~~	~~Moving of structure $300.00~~
		~~Temporary permit without inspection $20.00~~
		~~Temporary permit with an inspection $75.00~~
		~~Electrical Residential $100.00~~
		~~Mechanical Residential—Per unit $150.00~~
		~~*Plumbing Residential $75.00~~
		~~*water heater replacements and re-pipes only~~ ~~*does not include "Tankless water heater"~~
~~(10)~~	~~Subcontractor Agreements~~	~~$25.00 Residential per agreement~~ ~~$50.00 Commercial per agreement~~
~~(11)~~	~~Generator Installation~~	~~$100.00 flat fee up to $8,000.00 in value. Any construction value over $8,000.00 the fee is based on multiplying the value of the work by .0125. A separate permit shall be required for LP/Gas connection.~~
~~(12)~~	~~Development Permit:~~	~~$100.00 for values under $5,000.00~~ ~~$200.00 for values $5,000.00 or more~~
~~(13)~~	~~Building Code Surcharge Per F.S. §§ 468.631 & 553.721 FS~~	~~A total of 3% on all Plan Review and Permit Fees. Minimum fee of $4.00~~
~~(14)~~	~~Plan Review Fee: Separate from the building permit fee, to the building official at the time of submittal of the building permit application. Said plan review fee shall be figured as shown below.~~ ~~Fee based on total valuation.~~ ~~**See item #21 for revision fees~~ ~~**See item #15 for single opening replacements in multi-family dwelling units~~	
	~~a. Fee Minimum~~	~~$75.00~~
	~~b. New Residential~~	~~Multiply the value of work by .003~~
	~~c. All Other permit types~~	~~Multiply the value of the work by .005~~

(15)	Plan Review for single opening replacement in a multi-family dwelling	When only 1 opening (window or door) is being replaced in a multi-family building or development of 10 units or more, only 1 plan review fee will be charged for a Florida product approval or Miami Dade Notice of Acceptance. Each different PA/NOA will have a separate plan review fee.
(16)	Work commencing prior to obtaining permit:	Double fee, figured by using twice the fee obtained by this article.
(17)	Stop work order:	$100.00 before any further work may commence.
(18)	Stocking Permit	Fee is $200.00
(19)	Appeal or variance request fee: Construction Board of Adjustments and Appeals	Fee is $200.00
(20)	Emergency Plan Review	$250.00 for the 1st hour $150.00 for every hour after that
(21)	Plan Review Fee (Revisions)	
	1st Re-Review	$25.00 per page
	2nd and 3rd Re-Review	$50.00 per page
	4th and additional thereafter	1/3 of the building permit fee
(22)	Change of contractor	$50.00
	Change of subcontractor	$20.00
(23)	Research—Fee Lien/Permit Search (computer search)	$20.00 per request
	Research—Fee Roof/Shutter information (computer search)	$10.00 per request
	Research—Fee Plan Search	Staff's time plus copies
(24)	Research Copies	
	Permit Copy	$20.00 per card
	Copy of C.O. or C.C.	$20.00 per page
	Copy Fee Letter/Legal	$0.15 per page
	Color Copies	$0.50 per page
	Plan Size Copies	$1.50 per page
	Copies on CD	$5.00 per CD
	Re-Stamping of Plans	$75.00 plus copies
(25)	Permit Extension	$100.00 per approved extension. Extension is valid for 30 days.
(26)	Renewal Fees	$50.00 plus current cost of permit
(27)	Routing Fee	$15.00 per required department—Excluding Building Department—Fee will be due each time the permit is routed to required department (initial review and subsequent revisions)
(28)	Flood Review	$15.00 Routing fee for all applications within a Special Flood Hazard Area (SFHA) If over 50% substantial improvement or damage or if new construction within SFHA, multiply the value of the work by .002 to determine the flood review fee.
(29)	Pre-Construction Meeting	$200.00
(30)	Threshold Inspector/Private Provider	$200.00
(31)	Business Tax Inspection	$75.00 per inspection
(32)	Abandoned Properties	
	Annual Registration Fee	Residential fee is $100.00 Multi-Family/Commercial Structure fee is $150.00
(33)	Flood Letters	$25.00
Note: Value of the work means the value of all labor, material, overhead, profit, etc. regardless of whether the labor or materials are donated or obtained at discounted rates. The building official shall		

~~make final determination. If there is a dispute regarding the construction value, appeal may be made to the Construction Board of Adjustments and Appeals.~~

~~(Ord. No. I-256, §§ 2—8, 2-16-88; Ord. No. I-345, § 1, 9-5-89; Ord. No. J-346, § 1, 8-4-97; Ord. No. J-526, § 1, 10-18-99; Ord. No. K-55, § 1, 2-20-01; Ord. No. K-115, § 1, 10-15-01; Ord. No. K-125, § 4, 12-17-01; Ord. No. K-205, § 1, 3-17-03; Ord. No. K-241, § 1, 10-20-03; Ord. No. K-332, § 1, 4-4-05; Ord. No. L-91, § 1, 9-21-09; Ord. No. L-137, § 1, 10-4-10; Ord. No. L-213, § 1, 6-20-11; Ord. No. L-248, § 1, 3-5-12; Ord. No. 15-056, § 1, 1-4-16) Secs. 5-268—5-280. - Reserved.~~

ARTICLE VII. - PERMIT FEE

Sec. 5-266. - Fees—Payment required.

On all buildings, structures, sites, alterations or other activities requiring a building permit as set forth in this Code and/or the Florida Building Code, a fee shall be paid as required. Plan review fees, miscellaneous fees, incentive fees and penalty fees are in addition to the permit fee. The plan review fee shall be paid at the time of permit submittal prior to review taking place. The permit fee and applicable fees shall be paid at the time of the issuance of the permit, in accordance with the schedules set forth in this article.

All incentive, optional service fees, penalty fees and miscellaneous fees shall be paid prior to such service being rendered and/or prior to final approval by the Department.

For the purposes of this article, *valuation* shall be defined as the total value of work or total contract price including all materials and labor, for which the permit is being issued, including but not limited to electrical, gas, mechanical and plumbing equipment, permanent systems and appurtenances including but not limited to equipment for which services and systems are designed for; regardless of whether the labor or materials are donated or obtained at discounted rates, overhead and profit. The Building Official shall make the final determination if there is a dispute regarding the valuation. The Building Official shall determine valuation by using the total contract price submitted or the most recent Building Valuation Data as complied by the International Code Council (ICC), whichever is greater.

Sec. 5-267. Permit & Plan Review Fee Schedule:

Permit Type & Fees: (Plan review fees are in addition to permit fees and are listed below)		
Permits based on valuation:		Fee:
(1)	Additions, new buildings, manufactured buildings, mobile homes:	
(a)	Commercial:	Fee is calculated by multiplying the valuation times (x) .0125.
(b)	Residential:	Fee is calculated by multiplying the valuation times (x) .005.
(2)	After the fact permit (work already started or completed):	Double the fee, calculated by multiplying the fee determined by this article times (x) 2
(3)	All other construction except flat rate permits as noted below:	Construction valuation under $8000.00- flat fee of $100.00 Or Construction valuation $8,000.00 or more- the fee is calculated by multiplying the valuation times (x) .0125
Flat rate permits:		Fee:
(4)	Demolitions:	
(a)	Single family or 1 and 2 family structures:	$300.00
(b)	Miscellaneous residential demolition- including but not limited to interior demolition, fences, outbuildings, pools, other attached structures:	$150.00
(c)	Commercial structures:	$500.00
(d)	Miscellaneous commercial demolition- including but not limited to: interior demolition, fences, outbuildings under 500 square feet, pools, signs, other attached structures:	$250.00
(5)	Development permit:	$100.00 for values under $5,000.00 $200.00 for values $5,000.00 or more

(6)	Moving of structure(s):	$500.00 per structure
(7)	Residential Flat Fee Permits: (Regulated by the Florida Residential Code.)	
(a)	Electric (not including photovoltaic):	$100.00
(b)	Fence:	$75.00
(c)	Mechanical (a/c change out only):	$150.00
(d)	Plumbing (water heater or re-pipe only):	$100.00
(8)	Temporary construction trailer:	$250.00 per 6 months. (Upon approval by all required departments)
(9)	Temporary power pole:	Residential: $100.00 Commercial: $250.00
(10)	Temporary tent:	$100.00 per tent
(11)	Temporary miscellaneous permit with an inspection:	$75.00
	Plan Review Type:	Fee:
(1)	First plan review:	
(a)	New residential construction or addition:	The fee is calculated by multiplying the valuation times (x) .003. Minimum fee of $75.00
(b)	All other permit types:	The fee is calculated by multiplying the valuation times (x) .005. Minimum fee of $75.00
	Note: plan review fee for single opening replacement in a multi-family dwelling:	When only 1 opening (window or door) is being replaced in a multi-family building or development of 10 units or more, only 1 plan review fee will be charged for a Florida product approval or Miami Dade Notice of Acceptance. Each different PA/NOA will have a separate plan review fee.
(2)	Flood review fee for structures over 50% substantial improvement, substantial damage, new construction or additions within the SFHA: (This fee will still be charged if an initial determination of substantial damage or substantial improvement is made and the scope of work is reduced, or an alternate source of market value is provided to remove the determination of substantial damage or substantial improvement.)	The fee is calculated by multiplying the valuation times (x) .0025
(3)	Revised plan review:	
(a)	1st revision:	Valuation under $5000.00- $25.00 per page Valuation $5000.00 or more- $50.00 per page
(b)	2nd revision:	Valuation under $5000.00 $50.00 per page Valuation $5000.00 or more $100.00 per page
(c)	3rd or subsequent revision: (If 3rd revision is to correct the same deficiency, refer to Section 5-270(5).	Valuation under $5000.00 $100.00 per page Valuation $5000.00 or more $200.00 per page

Sec. 5-268. – Miscellaneous Fee Schedule

	Type of service or fee:	Fee:
(1)	Appeal or variance in front of the Construction Board of Adjustment & Appeals:	$500.00
(2)	Building code surcharge Per F.S. §§ 468.631 & 553.721:	A total of 2.5% on all plan review and permit fees. Minimum fee of $4.00
(3)	Business tax inspection:	Inspection: $75.00 Re-inspection(s): $75.00
(4)	Certificate of Occupancy (CO) or Certificate of Completion (CC):	$50.00
(5)	Change of contractor:	$50.00
(6)	Change of subcontractor:	$25.00

(7)	Completion of DBPR probation forms:	$50.00 per request
(8)	Conversion of paper plans to other format:	$25.00 per hour, $25.00 minimum fee
(9)	Electronic building permit processing fee:	$5.00
(10)	Expired permit inspection to confirm that no work was performed and to close the permit:	$75.00 If it is found that work was done, the renewal fee shall apply in addition to this fee.
(11)	Flood Zone Verification letter:	$25.00
(12)	Liens and permits- Summary of search and findings:	$25.00 per parcel requested for the first 10 addresses or units. $10.00 for each additional 10 addresses or units within the same parcel.
(13)	Permit extension: (Justifiable cause must be demonstrated for each request.):	$100.00 for 1st 30 day extension. $250.00 for 2nd 30 day extension (or renewal fee, whichever is less) $500.00 for 3rd and subsequent 30 day extension (or renewal fee, whichever is less)
(14)	Permit renewal (First): (Justifiable cause must be demonstrated for each request.)	½ of the permit fee using current fee schedule + $50.00 renewal fee + State surcharge (based on permit fee only) Or $75.00 permit fee +$50.00 renewal fee +$4.00 minimum state surcharge Whichever is greater (Minimum fee of $129.00)
(15)	Permit renewal (Second): (Justifiable cause must be demonstrated for each request.)	Permit fee using current fee schedule + $50.00 renewal fee + State surcharge (based on permit fee only)
(16)	Permit renewal (Third & Subsequent): (Justifiable cause must be demonstrated for each request.)	Permit fee using current fee schedule + $100.00 renewal fee + State surcharge (based on permit fee only)
(17)	Permit to comply condemnations:	Permit fee using current fee schedule + $250.00 Rehabilitation fee + State surcharge (based on permit fee only) or: Permit fee using current fee schedule + $500.00 Demolition fee + State surcharge (based on permit fee only)
(18)	Pre-application meeting: (This fee is in addition to the fee charged by Planning & Zoning)	$100.00
(19)	Pre-construction meeting:	$100.00
(20)	Re-issuance of Certificate of Occupancy (CO) or Certificate of Completion (CC):	$50.00 per page
(21)	Re-issuance of permit card:	$25.00 per card
(22)	Re-stamping of plans:	Residential- $75.00 plus cost of copies Commercial- $150.00 plus cost of copies
(23)	Routing fee:	$15.00 per required review—(Planning & Zoning, Engineering, Solid Waste, Fire Department, Urban Forester, Sea Turtle Lighting Reviewer, Flood Zone Reviewer)
(24)	Subcontractor agreements:	$25.00 Residential per agreement $50.00 Commercial per agreement
(25)	Special inspector/Threshold inspector required:	$50.00

Sec. 5-269. – Incentive and Optional Service Fee Schedule

Type of service or fee:		Fee:
(1)	After-hours inspections- Other than during regular working hours:	Residential: Fee is $100.00 per hour, minimum of two (2) hours per permit, per trade

		Commercial: Fee is $250.00 per hour, minimum of two (2) hours per permit per trade
(2)	Early start request for construction:	Valuations under $5000- $100.00 Valuations $5000 or more- $500.00
(3)	Expedited plan review:	Valuation under $200,000- $500.00 for the 1st hour. $250.00 for each additional hour Valuation $200,000 or more- $1,000.00 for the 1st hour. $250.00 for each additional hour
(4)	Stocking permit:	$500.00
(5)	Temporary use agreement:	$500.00
(6)	Temporary use agreement change or extension:	$750.00

Sec. 5-270. – Penalty Fee Schedule

Type of service or fee:		Fee:
(1)	Hazardous condition on construction site:	$500.00
(2)	No construction bathroom on site 72 hours after NTC:	$100.00
(3)	No trash container on site 72 hours after NTC:	$100.00
(4)	Re-inspection:	
(a)	1st re-inspection:	Residential- $50.00 per permit, per trade Commercial- $100.00 per permit, per trade
(b)	2nd and subsequent re-inspection to correct the same deficiency in the 1st inspection and 1st re-inspection:	Residential- $200.00 Commercial- $400.00
(5)	Revised plan review- 3rd or more plan revision to correct the same code violation noted in previous plan review rejections:	4 times (x) the plan review fee accessed
(6)	Stop work order:	$100.00 before any further work may commence
(7)	Uncontained trash and debris on construction site:	1st offense- $125.00 2nd offense- $250.00 Additional offenses- $500.00
(8)	Unlawful continuance after SWO:	$500.00 before any further work may commence

Secs. 5-271—5-280. - Reserved.

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

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

SECTION 4. This ordinance is and the same shall become effective October 1, 2018.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-029 was duly advertised by title only in the St. Lucie News Tribune on August 9, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 20, 2018; and was duly introduced, read by title only, and passed on second and final reading on Tuesday, September 4, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 4th day of September, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: 18-029 Bldg

RUN ONCE: Thursday, August 9, 2018

Send Proof of Publication to: Linda W. Cox, City Clerk

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, August 20, 2018 and Tuesday, September 4, 2018 on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE NO. 18-029 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 5, ARTICLE VII OF THE CODE OF ORDINANCES ENTITLED "PERMIT FEES"; AMENDING SECTION 5-266, TO CLARIFY DETERMINATION OF FEES AND VALUATIONS; AMENDING SECTION 5-267, TO UPDATE FEE COLLECTION, REORGANIZE SCHEDULE AND REMOVE FEES NOT INCLUSIVE TO PERMITS; CREATING SECTION 5-268, MISCELLANEOUS FEE SCHEDULE, TO PROVIDE FOR A SCHEDULE OF MISCELLANEOUS FEES NOT INCLUSIVE TO PERMITS; CREATING SECTION 5-269, INCENTIVE AND OPTIONAL SERVICE FEE SCHEDULE, TO PROVIDE FOR A SCHEDULE OF FEES FOR INCENTIVES AND OPTIONAL SERVICES THAT THE DEPARTMENT PROVIDES; CREATING SECTION 5-270, PENALTY FEE SCHEDULE, TO PROVIDE FOR A SCHEDULE OF FEES FOR PENALTIES THAT MAY BE ASSESSED DURING CONSTRUCTION ACTIVITIES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Amendment of the Code of Ordinances. Said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 3/9/2018

City Commission Regular Meeting **12.j.**

Meeting Date: 09/04/2018

Re: Chapter 12 Revisions

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 18-031 Modifying language in Chapter 12, Section 12-202 to remove the prohibition of delivery and demonstration of any item or service in City Parks. FIRST READING

SUMMARY:

At the August 13, 2018 Conference Agenda, the City Commission expressed a desire to modify the existing code to provide for a short-term solution for our local businesses and to seek assistance from the parks committee in looking at long-term appropriate vending opportunities in city parks.

RECOMMENDATION:

Adopt Ordinance 18-031

ALTERNATIVES:

Do not adopt or adopt with modifications.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Peggy Arraiz, Code Enforcement Manger
Mike Reals, Public Works Director

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

18-031
Memo
Existing Code 12-202
Existing Code 22-63
Lisa Kayak Contract
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/29/2018 03:41 PM

Form Started By: Linda Cox
Started On: 08/22/2018 03:19 PM
Final Approval Date: 08/29/2018

ORDINANCE NO. 18-031

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING **CHAPTER 12, ARTICLE II** OF THE CODE OF ORDINANCES ENTITLED "PARKS AND RECREATION"; AMENDING **SECTION 12-202 – PROHIBITED ACTIVITIES**, TO MODIFY LANGUAGE TO ALLOW FOR THE DELIVERY AND DEMONSTRATION WITH CITY PARKS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and St. Lucie County have a strong history of marketing ourselves as an eco-tourism, water front destination, including FortPierceTours.com and our partnership with Visit Florida; and

WHEREAS, many of the eco-tourism types of activities include paddle boards, kayaking, jet skis, boat rentals, fishing, canoeing, surfing and the like. Many of these businesses are home-based, utilizing websites to book tours; and

WHEREAS, several businesses have indicated difficulty in successfully operating their business as a result of the prohibition of delivery and demonstration with a city park; and

WHEREAS, at the conference agenda on August 13, 2018, the City Commission expressed a desire to modify the existing code to provide for a short-term solution for our local businesses and to seek assistance from the parks committee in looking at long-term appropriate vending opportunities in city parks.

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

SECTION 1. Chapter 12, Article II, Section 12-202, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 12-202. - Prohibited activities.

It shall be unlawful for any person to do any of the following in any park area or any other areas officially designated by the city commission as a park and posted as such unless specifically permitted by the appropriate authorization received from the city manager and issued pursuant to this article, except for activities of the city which are undertaken within the scope of its governmental authority:

(a) Trespass at times when the park is closed;
(b) Camp overnight, unless specifically authorized by permit issued by the city manager;
(c) Purchase, sell, offer for sale, possess, or consume any alcoholic beverages, except in accordance with a special event and supplemental alcohol permit as provided in this chapter;
(d) Cook foodstuff on grills other than those public grills provided by the city for that purpose, except as specifically allowed by special event permit as provided in this chapter. Persons may utilize grills provided by the city only for cooking in the park area. No fires or food preparation shall be allowed that pose a hazard to public property or the general public;
(e) Set or stoke a fire, except for city-authorized prescribed burns or those fires set or stoked in designated city grills, where they are provided, and said fire shall not be allowed if it poses a hazard to public property or the general public;

(f) Litter, dump, or fail to remove all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse left or caused in the use of a park. If no trash receptacles are provided, then refuse and trash shall be carried away from the park area by the [park user] to be properly disposed of elsewhere;

(g) Engage in the defacing, destruction, removal or alteration of any city owned facility, structure, grounds, or equipment;

(h) Construct or erect any hut, shanty or other shelter. Park users may temporarily set up a temporary sun/shade apparatus up to ten (10) feet by ten (10) feet in size. Such apparatus must be made of flexible material, and any support lines which extend beyond the length and width of the covering, must be flagged for visibility and cannot be within fifteen (15) feet of any game court, sports field, or children's play equipment. No sun/shade apparatus shall remain in place overnight in any park;

(i) Disturb the natural surface of the ground in any manner unless authorized in writing by the city manager and done in accordance with a city-initiated land management activity;

(j) Erect or affix signs to any tree, post, pole, fence or park facility or grounds except as provided by city ordinance, or through an approved facility use contract authorized by the city manager;

(k) Pick flowers, nuts, berries, or fruit and to damage or remove plants, trees or shrubs, unless specifically authorized in writing by the city manager and done in accordance with a city-initiated land management activity;

(l) Engage in the removal, alteration or destruction of archaeological or cultural resources except as authorized by the city manager. For purposes of this section "archaeological or cultural resources" means associated physical remnants and features contained in the ground including, but not limited to, artifacts, fossils, bones, shell mounds, or primitive culture facilities or items;

(m) To bring or otherwise allow any cat, dog, or other animal into any park area, except in a public parking area, public boat docks, walkways adjacent to a park, or where otherwise clearly marked by signs expressly permitting domestic animals in that area. Service animals that are specially trained and actively engaged in service to assist the handicapped are exempted from this section;

(n) To allow privately owned animals to discharge or deposit waste. All owners or others in charge of privately owned animals shall remove their waste from the park grounds, and may deposit animal waste in park trash receptacles;

(o) To in any way disturb or remove any wildlife, animal, bird, or egg located above, upon or below the surface of the park grounds or to allow any privately owned animal to do so unless specifically authorized in writing by the city manager;

(p) Engage in the removal, destruction or harassment of animals and plants from or on park lands, except for authorized research efforts, as authorized by the city manager;

(q) Engage in the introduction of plants or animals onto park lands unless authorized by the city manager;

(r) To launch, throw, hurl, or otherwise propel an arrow, spear, BB, pellet, slingshot, or other dangerous object, except that in accordance with F.S. § 790.33, this part shall not be used to regulate firearms, ammunition, or components thereof as defined in F.S. Ch. 790;

(s) Drive, putt or otherwise hit a golf ball, except in parks specifically designated for those purposes;

(t) Use roller skates, roller blades or skateboards, except on park facilities specifically designated for this purpose;

(u) Operate any motor vehicle on park grounds except in areas designated by the city as parking areas, driveways, and roadways. Motorists shall obey all traffic control devices posted within the park. Authorized city personnel or contract personnel shall be allowed to drive vehicles onto park areas during facility maintenance or renovation projects;

(v) Repair, change any parts, except for emergency repairs, wash, polish and wax or grease any vehicle;

(w) Use public restrooms to shave and/or shower, unless shower facilities are specifically provided for public use;

(x) Bathe or otherwise be or remain in a water or drinking fountain and/or its reservoir or to allow any privately owned animal to do so;

(y) Discharge or deposit human wastes, except in toilet facilities provided by the city;

(z) Engage in the sale, rental, ~~delivery, demonstration~~, or display, ~~or offering as a business promotion~~ any item or service for any non_city-sponsored function(s), except as otherwise permitted for special events as provided by this chapter or administrative rule;

(aa) Use of any park property for non_city-sponsored fundraising activities, except as otherwise permitted for special events as provided in this chapter;

(bb) Engage in gambling, conduct raffles, bingo games, card games for money or donations for prizes or any other forms of gambling, whether the activity is for charity or otherwise;

(cc) Play or operate any radio, stereo, public address system, or any other sound emitting device in such a manner that the sound produced is audible at a distance of greater than one hundred (100) feet, unless otherwise permitted for special events as provided in this chapter, except that no action shall be taken to enforce this part until a warning to cease such violation has been issued by a person authorized to enforce this chapter and the violator continues such violation;

(dd) Refuse to vacate any pavilion, table, building, or other portion of a park area that is permitted for the exclusive use of another party as provided by special event permit or temporary rental agreement authorized by the city.

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

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

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

APPROVED AS TO FORM
AND CORRECTNESS:

_____

James M. Messer, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-031 was duly advertised by title only in the St. Lucie News Tribune on August 25, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 4, 2018; and was duly introduced, read by title only, and passed on second and final

reading on September 17, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 17th day of September, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

TO : Mayor and City Commission

FROM : Linda W. Cox, City Clerk

RE : Code of Ordinances – Chapter 12, Article II – Parks and Recreation

DATE : August 13, 2018

Existing Conditions

The City and St. Lucie County have a strong history of marketing ourselves as an eco-tourism, water front destination, including FortPierceTours.com and our partnership with Visit Florida. These types of activities typically include paddle boards, kayaking, jet skis, boat rentals, fishing, canoeing, surfing and the like. Many of these businesses are home-based, utilizing websites to book tours.

While vending in public parks is prohibited, through RFP 2015-052, Lisa's Kayaks has been granted the ability to offer non-motorized watercraft and bicycle rentals at South Causeway Park and Jaycee Park, resulting in this business being the only approved vendor in these two locations. Said contract renews annually on January 31 upon agreement of both parties, with a final expiration on January 31, 2020.

The City has been issuing BTRs to businesses operating as "home-based" with the requirement that they must operate in accordance with Sec. 22-63 of our code and with the additional restriction that they may not book tours and/or rentals, sell, accept money or act as a vendor in our public parks. We have indicated that they could deliver the required apparatus to their customer, such as a kayak, and immediately leave the area. We subsequently learned that even the "delivery" is prohibited under our existing code.

Short-Term Solutions

After speaking with some of our businesses, it is clear that some minor changes to Chapter 12, specifically Chapter 12-202, will provide some much desired relief to many of our local, water sports types of businesses. Such minor change can easily be accomplished through an ordinance change.

Section 12-202 – Prohibited activities, reads in part as follows:

"It shall be unlawful for any person to do any of the following in any park area or any other areas officially designated by the city commission as a park and posted as such unless specifically permitted by the appropriate authorization received from the city manager and issued pursuant to this article, except for activities of the city which are undertaken within the scope of its governmental authority:

….

(z) Engage in the sale, rental, ***delivery, demonstration,*** *display, or offering as a business promotion any item or service for any non city-sponsored function(s), except as otherwise*

permitted for special events as provided by this chapter or administrative rule; [emphasis added]

It is the recommendation of staff that the "Prohibited activities" language be modified as follows:

(z) Engage in the sale, rental, ~~delivery, demonstration~~, or display, ~~or offering as a business promotion~~ of any item or service for any non city-sponsored function(s), except as otherwise permitted for special events as provided by this chapter or administrative rule;

Long-Term Solutions

Throughout our strategic planning activities, access to our waterfronts remains a common theme. Looking to our future and understanding the increase in visitors and residents, the city is in a position to enable our local business community to expand the services and activities currently available to visitors and residents, particularly in our parks. Knowing that the existing contract for non-motorized watercraft is nearing its final expiration, it may be prudent to evaluate our existing policies for the use of our parks by vendors and potentially identify appropriate areas for a wider array of services and activities.

It is the recommendation of staff that the City Commission seek input from the Parks Committee or direct staff to evaluate the feasibility of expanding the number of sites for appropriate activities throughout the City in preparation of a new RFP in the future.

Attachments:

Code Section 12-202
Code Section 22-63
Contract with Lisa's Kayaks

cc: Nicholas Mimms, City Manager
Mike Reals, Public Works Director
Peggy Arraiz, Code Enforcement Manager

Sec. 12-202. - Prohibited activities.

It shall be unlawful for any person to do any of the following in any park area or any other areas officially designated by the city commission as a park and posted as such unless specifically permitted by the appropriate authorization received from the city manager and issued pursuant to this article, except for activities of the city which are undertaken within the scope of its governmental authority:

(a) Trespass at times when the park is closed;

(b) Camp overnight, unless specifically authorized by permit issued by the city manager;

(c) Purchase, sell, offer for sale, possess, or consume any alcoholic beverages, except in accordance with a special event and supplemental alcohol permit as provided in this chapter;

(d) Cook foodstuff on grills other than those public grills provided by the city for that purpose, except as specifically allowed by special event permit as provided in this chapter. Persons may utilize grills provided by the city only for cooking in the park area. No fires or food preparation shall be allowed that pose a hazard to public property or the general public;

(e) Set or stoke a fire, except for city-authorized prescribed burns or those fires set or stoked in designated city grills, where they are provided, and said fire shall not be allowed if it poses a hazard to public property or the general public;

(f) Litter, dump, or fail to remove all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse left or caused in the use of a park. If no trash receptacles are provided, then refuse and trash shall be carried away from the park area by the [park user] to be properly disposed of elsewhere;

(g) Engage in the defacing, destruction, removal or alteration of any city owned facility, structure, grounds, or equipment;

(h) Construct or erect any hut, shanty or other shelter. Park users may temporarily set up a temporary sun/shade apparatus up to ten (10) feet by ten (10) feet in size. Such apparatus must be made of flexible material, and any support lines which extend beyond the length and width of the covering, must be flagged for visibility and cannot be within fifteen (15) feet of any game court, sports field, or children's play equipment. No sun/shade apparatus shall remain in place overnight in any park;

(i) Disturb the natural surface of the ground in any manner unless authorized in writing by the city manager and done in accordance with a city-initiated land management activity;

(j) Erect or affix signs to any tree, post, pole, fence or park facility or grounds except as provided by city ordinance, or through an approved facility use contract authorized by the city manager;

(k) Pick flowers, nuts, berries, or fruit and to damage or remove plants, trees or shrubs,

unless specifically authorized in writing by the city manager and done in accordance with a city-initiated land management activity;

(l) Engage in the removal, alteration or destruction of archaeological or cultural resources except as authorized by the city manager. For purposes of this section "archaeological or cultural resources" means associated physical remnants and features contained in the ground including, but not limited to, artifacts, fossils, bones, shell mounds, or primitive culture facilities or items;

(m) To bring or otherwise allow any cat, dog, or other animal into any park area, except in a public parking area, public boat docks, walkways adjacent to a park, or where otherwise clearly marked by signs expressly permitting domestic animals in that area. Service animals that are specially trained and actively engaged in service to assist the handicapped are exempted from this section;

(n) To allow privately owned animals to discharge or deposit waste. All owners or others in charge of privately owned animals shall remove their waste from the park grounds, and may deposit animal waste in park trash receptacles;

(o) To in any way disturb or remove any wildlife, animal, bird, or egg located above, upon or below the surface of the park grounds or to allow any privately owned animal to do so unless specifically authorized in writing by the city manager;

(p) Engage in the removal, destruction or harassment of animals and plants from or on park lands, except for authorized research efforts, as authorized by the city manager;

(q) Engage in the introduction of plants or animals onto park lands unless authorized by the city manager;

(r) To launch, throw, hurl, or otherwise propel an arrow, spear, BB, pellet, slingshot, or other dangerous object, except that in accordance with F.S. § 790.33, this part shall not be used to regulate firearms, ammunition, or components thereof as defined in F.S. Ch. 790;

(s) Drive, putt or otherwise hit a golf ball, except in parks specifically designated for those purposes;

(t) Use roller skates, roller blades or skateboards, except on park facilities specifically designated for this purpose;

(u) Operate any motor vehicle on park grounds except in areas designated by the city as parking areas, driveways, and roadways. Motorists shall obey all traffic control devices posted within the park. Authorized city personnel or contract personnel shall be allowed to drive vehicles onto park areas during facility maintenance or renovation projects;

(v) Repair, change any parts, except for emergency repairs, wash, polish and wax or grease any vehicle;

(w) Use public restrooms to shave and/or shower, unless shower facilities are specifically

provided for public use;

(x) Bathe or otherwise be or remain in a water or drinking fountain and/or its reservoir or to allow any privately owned animal to do so;

(y) Discharge or deposit human wastes, except in toilet facilities provided by the city;

(z) Engage in the sale, rental, delivery, demonstration, display, or offering as a business promotion any item or service for any noncity-sponsored function(s), except as otherwise permitted for special events as provided by this chapter or administrative rule;

(aa) Use of any park property for noncity-sponsored fundraising activities, except as otherwise permitted for special events as provided in this chapter;

(bb) Engage in gambling, conduct raffles, bingo games, card games for money or donations for prizes or any other forms of gambling, whether the activity is for charity or otherwise;

(cc) Play or operate any radio, stereo, public address system, or any other sound emitting device in such a manner that the sound produced is audible at a distance of greater than one hundred (100) feet, unless otherwise permitted for special events as provided in this chapter, except that no action shall be taken to enforce this part until a warning to cease such violation has been issued by a person authorized to enforce this chapter and the violator continues such violation;

(dd) Refuse to vacate any pavilion, table, building, or other portion of a park area that is permitted for the exclusive use of another party as provided by special event permit or temporary rental agreement authorized by the city.

(Ord. No. L-246, § 2, 2-21-12)

Sec. 22-63. - Home occupations.

(a) *Purpose.* This section attempts to recognize the need for people to conduct appropriate small-scale business activities at home. Provisions for home occupations in the section are also intended to achieve compatibility with other permitted uses and the residential character of the neighborhood and insure that the home occupation is only an accessory use of the property.

(b) *Standards.* All home occupations shall comply with the following standards and shall be evaluated in the issuance of occupational licenses:

(1) No person other than a person who resides in the dwelling unit shall be engaged in the home occupation.

(2) The home occupation shall be an accessory use conducted only within the enclosed living area of the dwelling unit or the garage.

(3) The exterior appearance of the residential dwelling in which the home occupation is located shall not be altered in a manner which would cause the premises to differ from their residential character by the use of colors, materials, construction or lighting.

(4) The home occupation premises shall not be advertised by the use of any signs on the lot on which the occupation takes place which are readily visible from the street.

(5) There shall be no outside storage of any kind related to the home occupation.

(6) The home occupation shall not generate traffic (vehicular or pedestrian), noise, vibration, glare, fumes, odors or electrical interference beyond what normally occurs in the applicable zoning district.

(7) The home occupation will not involve the use of commercial vehicles for delivery of materials to or from the premises except for normal home delivery services.

(8) Parking generated by the conduct of a home occupation shall occur off the street and somewhere other than in a required front yard.

(9) No home occupation shall cause an increase in the use of water, sewer or garbage services so that the combined total use for dwelling and home occupation purposes exceeds the average for residences in the neighborhood.

(10) The home occupation shall not use raw materials for the manufacture of a finished product by special tools and devices that would not normally be found in a home and considered as purely a domestic implement.

(11) No home occupation shall display stock for trade on the premises and no article may be sold or offered for sale except as may be produced on the premises or utilized in conjunction with the home occupation, the main purpose of which is to provide a service.

(c) *Compliance.* Home occupations existing at the time this section is adopted will comply substantially with the standards of this section on or before January 1, 1982.

(Ord. No. H-186, § 30-63, 6-15-81; Ord. No. K-154, § 1, 7-1-02)

NOTICE TO PROCEED

Date: **February 1, 2016**

TO: **Lisa Kayak's, Inc., 1500 Mariner Bay Blvd., Fort Pierce, Florida 34949**

ATTN: **Lisa M. Fasnacht, Contractor**

PROJECT DESCRIPTION: **Non-Motorized Watercraft and Bicycle Rental Concession Services**

PROJECT NO.: **RFP No. 2015-052**

COST OF PROJECT: **$50.00 (Fifty Dollars) per location for a total of $100 per month (South Causeway Park and Jaycee Park)**

You are hereby notified to proceed with the Work on subject Project on or before **February 1, 2016** and to complete the same by **January 31, 2017.** The completion date for **this project** shall be: **January 31, 2017; unless renewed yearly until January 31, 2020 upon agreement of both parties**

OWNER:

CITY OF FT. PIERCE, FLORIDA
P.O. BOX 1480
FT. PIERCE, FL 34954-1480

BY:

Tony Barnes, CPPB
Director of Procurement

ACKNOWLEDGE RECEIPT OF NOTICE

By: Lisa Fashacht 2/1/16

Lisa M. Fashacht, President Date
Lisa's Kayaks, Inc.
(*Contractor*)

cc: Mike Reals, Public Works Manager
Accounts Receivable

CITY OF FORT PIERCE
Florida

PURCHASING DEPARTMENT
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480

TEL.: (772) 467-3000
FAX: (772) 467-3848
www.cityoffortpierce.com

February 2, 2016

Lisa Kayak's
1500 Mariner Bay
Fort Pierce, FL 34949
Attn: Lisa Fasnacht

RE: RFP No. 2015-052 ~Non-Motorized Watercraft & Bicycle Rental

Dear Ms.Fasnacht:

This letter is to inform you that the City of Fort Pierce has accepted your bid for Non-Motorized Watercraft. The City of Fort Pierce will be compensated $50.00 per month per location for a total of $100.00 per month (South Causeway and Jaycee Park). This agreement is in accordance with the specifications contained in RFP No. 2015-052, and the bid submitted by your firm appended hereto and made a part of this agreement.

The term of this agreement will be February 1, 2016 through January 31, 2017 with three one-year renewal options, at no increase in price if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in this agreement. This agreement will remain in effect in the event of a natural disaster.

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

Also, please complete the Non-Collusion Affidavit for Prime Bidder, Certification of Non-Segregated Facilities and Drug Free Workplace Form. We have received all of the Insurance requirements.

Please sign in the space provided below, including notarization, and return to us, as this will constitute your acceptance of this award. **This document must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.**

If you fail to execute this acceptance of award, within ten (10) calendar days, the City of Fort Pierce will be entitled to consider all your rights arising out of the City of Fort Pierce's acceptance of your proposal as abandoned or void.

Please refer all correspondence pertaining to this project to Mike Reals, Public Works Manager, as he will be in charge of this job.

Sincerely,
CITY OF FORT PIERCE

Georgia Montgomery

Georgia Montgomery, Purchasing Specialist

ACCEPTED BY:
NON-MOTORIZED WATERCRAFT & BICYCLE

Lisa's Kayaks

Signature (Manual)

Lisa Fasnacht

Signature (Typed or Printed)

Pres

Title

2/5/16

Date:

NOTARIZATION

STATE OF Florida

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 2/5 day of 2016,

By LISA CLOUGH FASNACHT (**Officer of Firm**), Mrs. (**Title**), of Lisa's Kayaks (**Name of Firm**),

a Florida (**State**) corporation, on behalf of the corporation. He/She is personally

Known to me or has produced FL. DR. Lc. as identification.

MECHELLE J. ARBUZOW
Notary Public - State of Florida
My Comm. Expires May 30, 2017
Commission # FF 17807
Bonded Through National Notary Assn.

Notary Public

My commission expires: May, 30, 2017

Attachments

/gm

cc: Mike Reals, Public Works Manager
File

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF ST. Lucie

LISA Clough Fasnacht, being first duly sworn, deposes and says:

That he is OFFICER OF FIRM
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Lists Kreatus
(Firm Name)

By: [signature]

Title: Pres

MECHELLE J. ARBUZOW
Notary Public - State of Florida
My Comm. Expires May 30, 2017
Commission # FF 17807
Bonded Through National Notary Assn.

Subscribed and sworn to before me this 5
day of, February 2016.

[signature]
Notary Public

My Commission expires: (Seal)
May 30, 2017

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: 2/5, 2016

Official Address (Including Zip Code):

1500 Mariner Bay Blvd Ft Pierce FL 34945

1105 Security Dr Ft Pierce FL

By: Lisa Hayes Lisa Hayes

Name

Lisa Hayes

Name (Typed or Printed)

Pres

Title

DRUG-FREE WORK PLACE FORM

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

Lisa's Kayaks 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 thorough 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

2/5/14

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2016

PRODUCER (772) 878-2022
PORT ST LUCIE INSURANCE AGENCY
8731 SOUTH U.S. HWY. 1

PORT ST LUCIE FL 34952-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LISA'S KAYAKS, INC
1500 MARINER BAY BLVD

FORT PIERCE FL 34949-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNITED STATES FIRE INS CO	
INSURER B: MERCURY INSURANCE CO	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	US480094	03/03/2016	03/03/2017	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		[ ] CLAIMS MADE [X] OCCUR		/ /	/ /	MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
				/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC		/ /	/ /		
B		AUTOMOBILE LIABILITY	BA090000010046	01/23/2016	01/23/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS					
		[ ] HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE		/ /	/ /		$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER PERSONAL INJURY PROTECTION	BA090000010046	01/23/2016 / / / /	01/23/0207 / / / /	PERSONAL INJURY PROTECTION (PIP)	10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
HE CITY OF FORT PIERCE IS LISTED AS AN ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

( ) - (772) 467-3841
CONTRACTORS LICENSING

CITY OF FT PIERCE
100 N US HIGHWAY 1

FT PIERCE FL 34954-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Lacy W. Wills

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/26/2016

PRODUCER (772) 878-2022
PORT ST LUCIE INSURANCE AGENCY
8731 SOUTH U.S. HWY. 1

PORT ST LUCIE FL 34952-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LISA'S KAYAKS, INC
1500 MARINER BAY BLVD

FORT PIERCE FL 34949-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNITED STATES FIRE INS CO	
INSURER B: MERCURY INSURANCE CO	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	USP173949	03/03/2015	03/03/2016	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		[ ] CLAIMS MADE [X] OCCUR		/ /	/ /	MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
				/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC		/ /	/ /		
B		AUTOMOBILE LIABILITY	BA090000010046	01/23/2016	01/23/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS					
		[ ] HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE		/ /	/ /		$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER PERSONAL INJURY PROTECTION	BA090000010046	01/23/2016	01/23/0207	PERSONAL INJURY PROTECTION (PIP)	10,000
				/ /	/ /		
				/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

HE CITY OF FORT PIERCE IS LISTED AS AN ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

( ) - (772) 467-3841
CONTRACTORS LICENSING

CITY OF FT PIERCE
100 N US HIGHWAY 1

FT PIERCE FL 34954-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lacy W. Wills

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
City of Fort Pierce 100 N US Highway 1 Fort Pierce, FL 34954

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II - Who is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. **Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2000

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/4/2015 **EXPIRATION DATE:** 5/3/2017

PERSON: FASNACHT LISA

FEIN: 260140901

BUSINESS NAME AND ADDRESS:

LISA'S KAYAKS LLC

1500 MARINER BAY BLVD

FT PIERCE FL 34949

SCOPES OF BUSINESS OR TRADE:

ATHLETIC SPORTS OR
PARK: NONCO

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 QUESTIONS? (850)413-1609

Lisa's Kayaks

1105 Seaway Dr

Fort Pierce, Fl. 34949

772-216-2820

To Whom It May Concern,

I Lisa Fasnacht owner, operator of Lisa's Kayaks. I am the only employee therefore being exempt from workers comp.

Lisa Fasnacht 1/29/14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. **Cancellation Of Policies In Effect**

a. **For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with the underwriting requirements established by the insurer.

b. **For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

B. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

Copyright, ISO Properties, Inc., 2007
AGENT

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Copyright, ISO Properties, Inc., 2007

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2097951	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
August 25, 2018

Sworn to and subscribed before me this day of, August 27, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Tuesday, September 4, 2018 and Monday, September 17, 2018 on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE NO. 18-031 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 12, ARTICLE II OF THE CODE OF ORDINANCES ENTITLED "PARKS AND RECREATION"; AMENDING SECTION 12-202 – PROHIBITED ACTIVITIES, TO MODIFY LANGUAGE TO ALLOW FOR THE DELIVERY AND DEMONSTRATION WITH CITY PARKS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Amendment of the Code of Ordinances. Said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 8/25/2018
TCN 2097951

City Commission Regular Meeting **13.a.**

Meeting Date: 09/04/2018

Re: PCAC Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 18-R42 appointing members to the Police Community Advisory Committee (PCAC)

SUMMARY:

The Mayor and each City Commissioner may appoint one member to serve on the PCAC for a two-year term. Each appointee must be a resident of the City of Fort Pierce.

RECOMMENDATION:

Each Commissioner should name a member to serve and approve the resolution adopting the slate of names.

ALTERNATIVES:

Do not make appointments.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

18-R42
Duhart
Edgell
Hayek
Hendley
Hill
Jones
Murray
O'Connell
Owens

Parker
Slep
Smith
Spears
Watkins
Zahrly

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/29/2018 12:06 PM

Form Started By: Linda Cox
Started On: 08/22/2018 03:32 PM
Final Approval Date: 08/29/2018

RESOLUTION NO. 18-R25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE POLICE COMMUNITY ADVISORY COMMITTEE**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Police Community Advisory Committee which was established via Resolution No. 18-R32 and amended by Resolution No. 18-R37; said terms to commence upon adoption of this resolution and to expire September 3, 2020, or when a successor has been duly appointed.

Name	Appointed by:
_____	Commissioner Alexander
_____	Commissioner Johnson
_____	Commissioner Perona
_____	Commissioner Sessions
_____	Mayor Hudson

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

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of September, 2018.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
CITY ATTORNEY

CITY OF FORT PIERCE

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

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Advisory Committee

Name: Henry Dubart	Phone: 772-672-9871
Home Address: 638 S 12th St City/Zip Code: Fort Pierce/34950	How long at this address? 4 yrs
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Event Coordinator / Activist	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☑ Yes ☐ No If yes, in what capacity? Events through my business Melanin Fest LLC that Promotes Art, Culture, and community service.	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☑ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: Bethechange772@gmail.com
Date: 7-17-18	Applicant's Signature

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

Henry Duhart

24 years old

Police Advisory Committee

Introduction:

I'm so excited that our city commissions and local police department have put together an initiative that I believe will be a strong step in the right direction for healing our city. My goal if selected as an appointee will be to have an end goal of raising our status from 97 on safest cities in Florida to top 10 by the end of 2020. Our city has already made so much progress concerning our crime rate with not only securing our streets, but events such as unity in the community put together by our new chief of police will be the key to building new bridges of hope in this city. We need more events such as this that will personalize the city's efforts in truly wanting to a safer Fort Pierce for everyone. I believe I can become a huge asset to this committee with my experience as an event coordinator in which I promote the importance of arts, culture, community service, and entrepreneurship in my past events. I've been planning events since college that create a platform for local artist and business while simultaneously educating people about mental health, resources, and how you too can become a part of the solution instead of the problem. I have charisma, approachability, and a great smile that will play a key component in reaching out to a community that already feels like they don't have anyone in their corner. I believe you defiantly will need a people person on this board for things to truly progress not someone who divides. Our first objective should be to restore the trust and faith in local government and law enforcement which with the right team can be very possible. I hope to become a member of this great initiative to bring Fort Pierce out of the past and into a more progressive future.

Hometown - Fort Pierce, FL

High School – Ft. Pierce Westwood High School (Class of 2012)

College – 3 years at Florida A & M University (Business Major) Finishing up my degree at IRSC

Volunteer Exp.

- Homeless shelter (Tallahassee, FL)
- Community Gardens Advocate
- In the works of turning an apartment on 13th & Avenue D into a Homeless youth rehabilitation center.
- Big brothers big sisters participant Fall 2018
- Community Activist

Business Exp.

- Creator of Melanin Fest LLC
  -Melanin Fest is business I started in college that does events around Florida that promotes the important of arts, culture, community service, and entrepreneurship. It has grown with this year

being our 3rd fest which will be held in Jacksonville, Fl with expected attendance to be 2.5k + people. It began as a simple idea while studying in my dorm room turning now into on of the newest up and coming festivals in the state of Florida. And each year we raise money and donate it to a charity of our choice this year we will be donating to the children's hospital in Jacksonville, FL.

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Community Advisory Board

Name: C. Wyatt Edgell	Phone: 772-466-4401
Home Address: 1806 S 29th St Fort Pierce FL 34947	How long at this address? 60yrs
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Retired	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: Retired Partner of A-2-Z Water Systems Inc 1806 S 29th St. Fort Pierce FL 34947 Water Treatment Equipment	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): High School graduate, some College Business owner most of my life Trained as Firefighter, EMT	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☒ Yes ☐ No If yes, what was the nature of the crime(s) you were convicted of: Drug Possession in 1990 No other infractions	
Referred by:	Applicant Email Address: wyatte712@gmail.com
Date: 7-16-18	Applicant's Signature C. Wyatt Edgell

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CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: POLICE COMMUNITY ADVISORY COMMITTEE

Name: CHARLES C. HAYEK	Phone: 772-828-1080
Home Address: 1111 FERNANDINA ST. City/Zip Code: FORT PIERCE 34949	How long at this address? 4 YRS.
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: GENERAL CONTRACTOR	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: HAYEK CONSTRUCTION 1111 FERNANDINA ST. F.P. 34949 CONSTRUCTION/REMODELING	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: SEE ABOVE	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): MASTER OF SCIENCE, FIU, 1973 BSBA, UF, FINANCE MAJOR, 1969 CITIZENS POLICE ACADEMY - BOCA RATON - RIDE DUTY WATCH WITH OFFICERS PARTICIPATED IN TWO "SHOOT/DON'T SHOOT" DEMONSTRATIONS	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: HISTORICAL PRESERVATION BOARD	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: CCHAWK77@AOL.COM
Date: 7/10/2018	Applicant's Signature

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CITY OF FORT PIERCE

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CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Department Advisory Committee

Name: Dr. Pinkie W. Hendley	Phone: 772-216-1560
Home Address: 2306 San Diego Ave City/Zip Code: Ft. Pierce, FL 34946	How long at this address? 22 years

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Pastor of New Life Christian Fellowship Church

Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No
If yes, list the address and nature of said business:
New Life Christian Fellowship Church, Inc.
2308 Ave D Ft. Pierce, FL 34950

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No
If yes, state the business and location:
New Life Christian Fellowship Church

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):
Please see Resume

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: pwhendley@aol.com

Date: 7/8/2018 Applicant's Signature Pinkie W. Hendley

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

DR. PINKIE W. HENDLEY

Husband: Jerome Hendley
Children: Danielle Hendley, Domonik Franklin-Hendley
Grandchildren: Trevon, Tyler and Tayllor Elaine Watson and Dijhani and Domonik Jr.Franklin
Parents: Late Rev. Eli Late Maggie Walker - Late Elder Robert Hendley and Mae Thelma ad

CHURCH AFFILIATIONS

Founder and Pastor – NEW LIFE CHRISTIAN FELLOWSHIP CHURCH, INC., June 24, 2008
Founder: Harvest Of Love Retreat (Marriage & Relationship Retreat)
HENDLEY SOARING EAGLES, INC. Founder
P.O.Y.S. (Preparing our Youth for Salvation/Success)
Spiritual Overseer, Rev. Grace C. Washington, Love Life Christian Fellowship Church, Ellenwood, Ga.
Member of the Lincoln Park Concerned Ministers of Ft. Pierce, Florida
Member of Tri-County Families of Murdered Children
Hospice certified volunteer

EDUCATION AFFILIATIONS

Graduate of Lincoln High School (1967) Tallahassee, Florida
Graduate Of Florida A & M University *Summa Cum Laude (1972)
Masters Degree - Counseling, Florida Atlantic University (1978)
Masters Degree - Administration & Supervision, FAU (1986)
Graduated and Ordained by the Grace C. Washington Institute, Ellenwood, Georgia, July 27, 2007
Certified Treasure Coast Hospice Volunteer and Spiritual Advisor
Doctorate of Ministry – Newburgh Theological Seminary – Newburgh, Indiana June 2016

WORK EXPERIENCE

Retired Associate Professor For Over 21 Years At Indian River Community College (IRCC)
*1st African American Associate Professor At Indian River Community College
*Developed IRCC Adult High School Competency-Based Program
*Developed the first College Orientation Entry Program at IRCC
Founder and Director of Sunshine Educare Center, Inc. (preschool/kindergarten program) 1982-84
Former Educational Consultant and Headmaster for R. J. Hendley Christian Education Center, Inc.
Former Headmaster/Director of Kilpatrick Christian Academy of Excellence, Inc. K-11th Grade
Florida Pre-Paid Legal, Inc.. Independent Representative
Independent Representative Divvee Social

SOCIAL ORGANIZATIONS

Member : Alpha Kappa Alpha Sorority, Inc., Eta Eta Omega Chapter
Pi Gamma Mu Honor Society
Alpha Kappa Mu Honor Society

NEW LIFE CHRISTIAN FELLOWSHIP CHURCH

2308 AVENUE D **** FORT PIERCE, FLORIDA 34946
POST OFFICE BOX 2161 **** FORT PIECE, FLORIDA 34954
(772) 216-1560 *** hendeagles@gmail.com 772—882-4177
DR. PINKIE W. HENDLEY, PASTOR

July 8. 2018

Ms. Linda Cox, City Clerk
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

Dear Ms. Cox:

Please find my application for appointment to the Police Department Advisory Committee. I would very much like to be considered for appointment to the committee. I have been very instrumental in helping to bridge relationships in our communities for all the citizens. It has been my pledge to6 worked to enhance relations with law enforcement in our community through community forums, acts of kindness, and education. In fact, I have and will continue to offer the, "Know The Law Classes" in our communities.

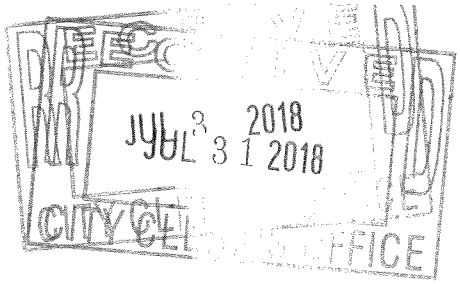
In addition to my application, please find my resume. If additional information is needed, please feel free to contact me.

You are blessed,

Dr. Pinkie W. Hendley,

CITY OF FORT PIERCE

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



APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Volunteer Police Community Advisory Committee

Name: Sheila Hill	Phone: 772-216-9442
Home Address: 1767 W. Sanderling Ln City/Zip Code: Ft. Pierce, Fl 34982	How long at this address? 17 yrs
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Special Education Teacher	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? I plan to open a facility working with children w/ disabilities.	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other: Teacher Describe your education, background, training and knowledge – (feel free to attach a resume): St. Lucie County School Board 1989-2006 Bachelor Degree Humanities Martin County School Board 2006- Current Master Degree Varying Exceptionalities	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: Sheila2Hill@gmail.com
Date: 7/31/18	Applicant's Signature Sheila Hill

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CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: ADVISORY COMMITTE

Name: MELVIN J. JONES SR	Phone: 561-262-9967
Home Address: 608 DARK HAMMOCK RD City/Zip Code: FORT PIERCE, FL 34947	How long at this address? 2009
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: RETIRED DEPUTY SHERIFF	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: LAW ENFORCEMENT Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: COMM. RUFUS ALEXANDER Applicant Email Address: BUBBALUP@YAHOO.COM	
Date: 7/6/18	Applicant's Signature Melvin J Jones Sr

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City Clerk's Office
City of Fort Pierce
100 No. U. S. Highway 1
Fort Pierce, Florida 34950

July 2, 2018

Re: Application For Appointment To Police Community Advisory Committee

I understand that some Commission members have already begun talking with people about candidacy for the FPPD Community Advisory Committee established by Commission vote on July 2. I would like to be considered for membership on that Committee. A copy of the application form is attached along with a summary of my personal, business, and volunteer background. I would be happy to meet or talk by phone with any Commission member at their convenience if further information is desired.

I was one of the citizens interviewed by the DOJ in connection with their review of our city and formation of this Committee and also worked many hours, along with Pastor Pinkie Hendley, providing citizen input to the original design of the Committee. While I think there will be a need for strong, active leadership if this Committee is to function effectively as currently described, I think it can have a positive impact. Examining the policies and procedures impacting direct interface between police and citizens, with citizen input, should help us identify hiring and training changes that might be needed, where procedures have unexpected consequences rather than working as intended, what citizen or officer communication and education might be needed, where we might need to establish policies and procedures that do not currently exist, what drives most frequent complaints about police/citizen interaction and how we might correct that, and law enforcement needs in our neighborhoods, among many other things. I also think this Committee can drive much needed positive outreach to neighborhoods in both listening and informing modes.

I strongly favor this approach over the review board recently discussed in the press. Discussions with DOJ supported that view for me. A well run advisory board allows us to try to prevent unacceptable incidents by focusing on the probable causes and proactively correcting them. A review board only finds complaints and criticism after the damage is done. I would much rather try to prevent the problems by focusing on positive leadership to fix the root causes in our applicant screening, hiring, training, policies, procedures, and on the street implementation than focus on after the fact fault finding and criticism. It will be hard work. But I think it can produce results. I hope that is your expectation, as well.

I hope the Commission will find me qualified for service to our community in this capacity.

Bruce A. Murray
1710 Francis Court
772-285-1755
mailmurray@aol.com

CITY OF FORT PIERCE

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

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

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

Name: BRUCE A. MURRAY	Phone: 772-285-1755
Home Address: 1710 FRANCIS COURT City/Zip Code: FORT PIERCE, FL 34949	ISLAND 25 YRS, FT. PIERCE 14 YRS How long at this address? 5 YEARS
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: RETIRED BUSINESS EXECUTIVE AND MANAGEMENT CONSULTING PARTNER	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ■ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ■ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ■ No If yes, state the business and location: VOLUNTEER JOBS ONLY	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ■ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ■ Yes ☐ No Land Development: ☐ Yes ☐ No Other: MARKETING, LAW ENFORCEMENT Describe your education, background, training and knowledge – (feel free to attach a resume): SEE ATTACHED SUMMARY	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ■ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ■ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: MAILMURRAY@AOL.COM
Date: 6/29/18	Applicant's Signature Bruce A Murray

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Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

BRUCE A. MURRAY
BACKGROUND AND EXPERIENCE
FOR
FPPD COMMUNITY ADVISORY COMMITTEE

PERSONAL INFORMATION

Married, homeowner, one adult child and spouse also homeowners in Fort Pierce
BS - Engineering, MBA, numerous professional certifications
Held Dept. of Defense Top Secret and Atomic Energy Commission "Q" clearances
Background check cleared by St. Lucie County Sheriff's Office and FPPD
Coauthor with wife of book on Business Process Redesign (American Mngmt Assoc.)
Have lived in Fort Pierce 14 years, on South Hutchinson Island 25 years

PROFESSIONAL BACKGROUND

Five years as engineer for property insurance service company inspecting buildings and businesses, investigating major dollar or loss of life fires, actuarial and regulatory work.

Ten years as Business and Contracting Manager for Mechanical Engineering, Chemistry, Chemical Engineering, Life Sciences Divisions of university research organization managing bidding, contract negotiation, contract management, and business affairs with government agencies in defense, aerospace, information technology, chemical and biological warfare, etc. and private companies in foods and medical fields.

Twenty years as senior executive, retiring as Senior Vice President & Business Manager for Surgical Products of a division of a Fortune 100 company with FDA regulated manufacturing, quality control, marketing/sales, financial responsibility. Company was major employer in community and community relations were important. Started work shifts designed for women with children in school and bilingual work program for Vietnamese and Spanish communities.

Ten years + as interim turn around executive for companies in distress and as management consultant for companies facing serious challenges, both independently and as one of four Partners in own firm with consultant employees.

Served on Boards of Directors of several publicly held and privately owned companies.

Owned and managed small six location family owned consumer service company.

Taught extension courses in management and organization change at state university.

Served on numerous Chamber of Commerce and industry association Boards and Committees, locally and nationally.

Received awards from Chamber of Commerce, Business and Professional Women's Society, and national industry associations. Frequent speaker and article writer.

Retired from active business career in 2005 but have done specific tasks on request since.

VOLUNTEER EXPERIENCE
FORT PIERCE POLICE DEPARTMENT
Have passed background check and am a qualified FPPD volunteer.

Participated in all Ambassador's meetings and training programs, including use of force, implicit bias awareness, presentations by judge, former prosecutor, Public Defender, and citizen discussions.

Participated in Ambassador Leadership team of three citizens.

Attended FPPD Community Patrol training session.

Participated in all meetings of Ambassador Community Relations Committee and brought in representative of Sheriff's Office for presentation and discussion with the committee on issue raised and community request.

Had two personal interview meetings, one telephone discussion, and an email exchange with DOJ team working with FPPD. Participated in draft of Community Advisory Committee proposal.

I have frequent contact with FPPD officers on the street, Crime Prevention Unit personnel and supervisors due to my volunteer work with SLC Sheriff's Office discussed below. Frequently provide input to FPPD on community issues and provide comments personally and on neighborhood social media site regarding law enforcement and crime issues in neighborhood. Neighbors contact me often and I pass concerns on to FPPD. I have assisted two citizens and an HOA President with complaints regarding FPPD and stayed involved until satisfactorily resolved.

ST. LUCIE COUNTY SHERIFF'S OFFICE
Graduate of Sheriff's Citizen Academy, a comprehensive 40+ hour classroom and activity program. Participated in three MILO active incident in progress simulation situations and pursuit training, visited all facilities including jail, and subsequently had active shooter training during annual update. Did a half shift ride along with a Deputy in the area from N. U. S. Hwy. 1 drug and homeless areas west to the county all areas north of Orange Avenue. Ride included traffic stops, burglary call, large suspicious group assembly, and other routine activities.

Appointed as Special Deputy working at Orange Blossom Mall and Fenn Center as Precinct Deputy during early and regular election voting days.

Trained and certified as Parking Enforcement Specialist with ticketing authority. Worked area from Virginia Ave. north to Taylor Creek and including island parks.

Completed 16 hour Citizen Observation Patrol classroom and three hour field training program and took over as leader of a dormant District covering from the east side of FP South Bridge to Blind Creek County Park in early 2014. Built that to ten drivers and three consecutive record volunteer hour years before turning it over to a successor I continue to work with to ensure continuity. Have spent about 2000 hours on the street, have made about 200 911 calls, have probably handled another 200 situations myself, and have almost daily citizen contacts, all leading to frequent interaction with both FPPD officers and supervisors and SLC S. O. Deputies.

Put on two very well attended (45 at one, 127 at the second) Night Out Against Crime events in South Beach neighborhood.

Represented C. O. P. for interview and inspection during the Sheriff's office recertification inspection.

Have attended Crime Stoppers meetings occasionally to learn what is happening in the community.

Received Volunteer of Quarter Award, Unit Citation to C. O. P. Leaders, Appreciation for Service Award.

VOLUNTEER ONE AFTERNOON EACH WEEK AT PSL COURTHOUSE EXTENSION PLUS AT HOME TIME WITH SENIORS VS. CRIME INITIATIVE OF THE FLORIDA ATTORNEY GENERAL'S OFFICE
Work with citizens with individual complaints against businesses where the AG cannot by law help and attempt to mediate disputes and reach satisfactory resolution. Have only done this for four months but have recovered $6550 for citizens and have a major financial exploitation of a 96 year old woman by an auto dealer in progress toward a partial recovery. Have assisted a number of people who were being worked by scammers or who needed help understanding aspects of a situation in which they were involved.

CONCERNED CITIZENS GROUP
Attend monthly meetings at the courthouse of the Concerned Citizens group, which includes representatives of state, county and local law enforcement, court, judicial, prosecutorial, defense personnel, Board of Education, social service agencies, diversion programs, homeless services, etc.. Recent discussions have included gang activity changes, domestic abuse changes, school security, and other ongoing activities.

OTHER VOLUNTEER ACTIVITIES
Served on the Boards of two community hospitals and as Chairman of Foundation during fund raising for construction of a new hospital with high level emergency services and Hispanic migrant field worker mobile health care and clinic.

Served on the Boards of three HOAs and as Treasurer of one and President of two for many years, including takeover from developer in two.

Served a couple of years on the South Beach Association Board of Directors and as Code Enforcement Chairperson for that organization.

Volunteered at the Manatee Center for several years and was Volunteer of the Year and received a 2000+ hour award.

Served on the Treasure Coast Manatee Foundation Board for several years and as President for about three years. Assisted with fund raising, events, and programs. Specifically, raised several thousand dollars to help pay participation fees for students who were not being allowed to participate in school field trips to the Manatee Center because they could not pay the participation fee.

Have run two fund raising programs, one a large matching fund drive, for a university level fraternal organization for engineers, scientists, and architects that I belong to for the purpose of providing scholarships and training in finances and management. The organization operates on the premise that "If we want to build a better world, we must first build a world of better men", which I try to keep in mind.

CITY OF FORT PIERCE

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

RECEIVED
JUL 31 2018
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Advisory

Name: Tim O'Connell	Phone: 772 475 8843
Home Address: 420 N 2nd St Fort Pierce City/Zip Code:	How long at this address? 6 yrs
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Realtor	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: OC Realty	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☒ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): USMC,	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: Planning	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: Timoconnellj@gmail
Date:	Applicant's Signature Timothy J O'Connell

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

Tim O'Connell
420 N 2nd Street. Fort Pierce FL 34950
(772) 475-8843 TimRealEstate@yahoo.com

Realtor, Property Manager and Investor with 9+ years experience. Looking to join a team to utilize my knowledge and experience in order to assist with larger projects.

Professional Experience

OC Realty, Realtor
2010- Present

- Marketing To Attract Buyers And Sellers For Properties
- Assist Clients With Selling, Buying, Renting And Investing
- List & Market Properties Including Staging For Quick Sale
- Manage Rental Property
- Rehab Distressed Properties For Resale
- Manage Permits With Building Departments

Coldwell Banker, Realtor
2009 -2010

- Performed Traditional Duties As A Realtor

Fire Control Service Company, Service Technician
1989 – April 2009 (20 years)

- Schedule Accounts Monthly To Be Completed Efficiently
- Service Accounts By Inspecting And Performing All Necessary Maintenance On Fire Equipment
- Schedule And Service Restaurant Hood Fire Suppression Systems
- Recharge And Refill Fire Extinguishers.
- Hydrostatic Test, Dive Cylinders, Fire Extinguishers And Industrial Cylinders

United States Marine Corps, Airborne Radio operator/ Load Master
1983-1989
KC-130 Aircraft.

- Load Aircraft In Compliance With Weights And Balance Limits.
- Secure Cargo For Flight Set Up Cargo Area For Specific Missions. (Parachute Extraction, Para Jumpers Or Passengers.)
- Communicate Using High Frequency Radio

Tim O'Connell
420 N 2nd Street. Fort Pierce FL 34950
(772) 475-8843 TimRealEstate@yahoo.com

Realtor, Property Manager and Investor with 9+ years experience. Looking to join a team to utilize my knowledge and experience in order to assist with larger projects.

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- Rehab Distressed Properties For Resale
- Manage Permits With Building Departments

Coldwell Banker, Realtor
2009 -2010

- Performed Traditional Duties As A Realtor

Fire Control Service Company, Service Technician
1989 – April 2009 (20 years)

- Schedule Accounts Monthly To Be Completed Efficiently
- Service Accounts By Inspecting And Performing All Necessary Maintenance On Fire Equipment
- Schedule And Service Restaurant Hood Fire Suppression Systems
- Recharge And Refill Fire Extinguishers.
- Hydrostatic Test, Dive Cylinders, Fire Extinguishers And Industrial Cylinders

United States Marine Corps, Airborne Radio operator/ Load Master
1983-1989
KC-130 Aircraft.

- Load Aircraft In Compliance With Weights And Balance Limits.
- Secure Cargo For Flight Set Up Cargo Area For Specific Missions. (Parachute Extraction, Para Jumpers Or Passengers.)
- Communicate Using High Frequency Radio

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RECEIVED
JUL 11 2018
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Community Advisory Board

Name: Nicolette L. Owens	Phone: 772-267-0827
Home Address: Fort Pierce Fla. 34947 (Apt 204) City/Zip Code: 5131 E Potofino Landings Blvd.	How long at this address? 3 yrs.
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: St. Lucie County School Instructor (Hg. Sch.)	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No Contracting: ☐ Yes ☑ No Land Development: ☐ Yes ☑ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): (Resumé attached)	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: monicko@yahoo.com
Date: 7/10/18	Applicant's Signature Nicolette L. Owens

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

Nicolette L. Owens

5131 E Portofino Landings Boulevard #204
Cell-772-267-0827 • menicko@yahoo.com

SEEKING A POSITION AS A VOLUNTEER ON THE POLICE COMMUNITY ADVISORY BOARD

Self-directed, enthusiastic educator with a passionate commitment to student development and the learning experience. Skilled In the design of challenging enriching and innovative activities that address the diverse Interests and needs of student. Possess outstanding communication skills. presents pertinent Information In a variety of ways, emphasizing relevance of class material to the world beyond the classroom. Active team member who effectively collaborates with all levels of staff members and establishes quality relationships with the students.

Experience In:

Small group Learning	**Classroom Management**
Differentiate Instruction	**Student Centered Learning**
Cooperative Learning	**Multicultural Awareness**
Student Motivation Techniques	**Student Assessment Specialization**
Interactive Learning	**Student Mentorship Program**
Open Mindset Learning	**PD Staff Development**

EDUCATION & CERTIFICATIONS

Master of Education, Secondary Education **-Cambridge College**, Boston, Massachusetts, 2002
Bachelor of Science, Major: Political Science Minor: Economics/Education, **Florida A&M University,** Tallahassee, Florida, 1973-1977
AVID Strategy Specialist
Certified Gifted Training- Atlanta, Ga.
Microsoft computer Skills / MS Word, Excel, Power point, Online Research & Brand Development

PROFESSIONAL TEACHING EXPERIENCE

Ft Pierce Westwood High School, Ft. Pierce, Florida 8/2009-present
Leadership Techniques (Freshmen Seminar), AP World History, World History, African American History, Economics, World Geography -**Teacher 9th, 10th and 12th grades, Teacher Leader, Mentor**
Teach and develop lesson plans and daily classroom activities, perform assessments for students, communicate with parents, incorporating various teaching methodologies to reach all my students. Significantly enhanced the class environment by acting as a facilitator to promote student leadership In Initiating and creating positive learning opportunities.
Integrate technology into curriculum supplementing class lectures, using Cornell notes and AVID strategies. Infuses new **Marzano strategies** to create amazing **Career and college** lessons for students.

Martin Luther King Jr. High School, Lithonia, Georgia 8/2000-6/2009
Dept. Chair Social Studies Dept. Taught AP World History, US History, **Gifted Honors Dept Chair,** World History -10th ,11th grades
Created and implemented a challenging history course for students. Communicated with parents and students. Supported and initiated field studies to facilitate the classroom experience. Familiarity with digital platforms to facilitate learning such as Khan academy and Academic Earth. 75 % of my AP students passed the AP exam In World History
Curriculum development, Mentor to teachers

Southside High School Atlanta, Georgia 8/1992-6/2000
Social Studies Teacher, Debate Coach - Taught World History 10th grade, Teacher team player, Great motivation skills, headed the Debate team for 3 consecutive years In Atlanta Public Schools system.

Lakeside High School, Atlanta, Georgia 8/ 1977-6/1981
Social Studies Teacher- Taught 9th grade World Geography, 10th grade World History and 11th US History.

HONORS & AFFILIATIONS

Teacher of the Year 1981	**Distinguished Minority Teacher of the Year 2010**	Florida Education Association
Teacher of the Year 2000	Social Studies Humanities Council	National Education Association
Dept Chair of the Year 2008	Association of American Educators	St Lucie County Teachers Union

SKILLS & INTERESTS

- ***Computer***: Proficiency in Microsoft Word, PowerPoint, Excel, Access, and Outlook
- ***Interests***: Leadership Development, Motivational Public Speaking, Mentoring, Blogging and Vlogging

CITY OF FORT PIERCE

100 NORTH US HWY 1
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(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Community Advisory Committee

Name: Juana I. Parker	Phone: 772-999-1415
Home Address: 5130 E Portofino Landing #205 City/Zip Code: Fort Pierce, FL 34947	How long at this address? 2 yrs

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Staff Attorney

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ ~~No~~
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ ~~No~~
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No
If yes, state the business and location:

Florida Rural Legal Services
121 N. 2nd Street, 4th Flor. Ft Pierce, FL 34950

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):

See attached Resume

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ ~~No~~
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Caleta Scott Applicant Email Address: Juanaparkerlaw@gmail.com

Date: 7/16/18 Applicant's Signature [signature]

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

JOVONA I. PARKER, ESQ.

5130 E. Portofino Landings Blvd. #205, Fort Pierce, FL 34947 ● 772-999-1415 ● jovonaparkerlaw@gmail.com

Dedicated and results-driven legal professional with proficiency for critical thinking, and an ability to discern and analyze complex legal issues. Effective and efficient problem solver with exceptional legal research and writing skills.

EXPERTISE

- Client Advocacy & Trial Preparation/Practice
- Legal Research & Writing
- Analytical & Logical Reasoning
- Case Management
- Effective Oral & Written Communication
- Public & Private Housing Litigation
- Knowledge of Substantive Law & Legal Procedure
- Civil Litigation
- Family Law
- Appeals
- Criminal Law

PROFESSIONAL EXPERIENCE

FLORIDA RURAL LEGAL SERVICES, INC. – FORT PIERCE, FL

Staff Attorney, 11/14/2016 – Present

Provide access to justice to a diverse clientele through legal advice, representation and advocacy. Provide legal education and participation in all aspects of civil litigation and unified family court cases including, but not limited to client interviews, factual investigations, comprehensive legal research, discovery, preparation of pleadings, negotiations, mediation, trial advocacy, and appeals. Provide efficient and effective legal representation and advice in the areas of private and public housing, family law, consumer, and individual rights. Other specific duties include but are not limited to:

- Providing legal advice to individual clients
- Handling a variety of civil legal proceedings
- Active participation in impact litigation
- Community outreach and education initiatives
- Extensive written & oral advocacy

COMPREHENSIVE OFFENDER REHABILITATION EDUCATION PROGRAM – FORT PIERCE, FL

Probation Officer, 4/2015 – 10/2016

Provide offender case management, referrals, recommendations, and assessments. Conduct offender screenings for further evaluation, facilitate the completion of court ordered sanctions for conditional release and comprehensive assessments. Confer with court personnel and program advocates during

and after the criminal court proceedings. Attend specialty court hearings providing status updates for mental health court, drug court, and family court diversion programs. Successfully provided monthly supervision and case management for over 200 offenders through efficient time management, and organization. Specific duties included but were not limited to:

- Perform on-going interviews regarding progression on conditional release
- Prepare and submit quality summary reports outlining defendant conditions and progression
- Continuously review and provide status updates on sentenced incarcerated defendants for immediate reporting upon release
- Prepare affidavits/petition for Violation of Probation for any violation of conditional release
- Monitor changes in local, state, federal laws and regulations regarding sentencing guidelines

DUI School Clerk – Court Writer, 2000 – 2005

Provide offender case management, referrals, recommendations, and assessments for traffic related offenses. Conduct offender screenings for further evaluation related to Driver Improvement Courses, DUI Level I and II, Willful and Wanton Reckless Driving, as well as other DHSMV offenses. Facilitate the completion of court ordered sanctions for conditional release and comprehensive assessments including statutory requirements for substance abuse evaluations, vehicle immobilization, ignition interlock devices and victim impact panel requirements. Confer with court personnel, program advocates, and Bureau of Administration. Attend and provide documentation for Administrative review hearings for hardship licensure. Specific duties included but were not limited to:

- Perform on-going interviews regarding progression on conditional release
- Prepare and submit quality summary reports for transmission to DHSMV
- Transmission of client information for D6 Driver's License clearance
- Facilitate Victim Impact Panel meetings

Monitor changes in local, state, federal laws and regulations regarding sentencing guidelines

IMPOWER. – ORLANDO, FL

Family Wrap Specialist 6/2014 – 4/2015

Facilitate family meetings, conduct family interviews and assessment of strengths and needs, schedule and facilitate family team meetings, coordinate family support services, develop individualized service plans, maintain client records and prepare billing reports.

WAY OF LIFE, TCM. – ORLANDO, FL

Director of Compliance & Community Affairs 6/2012 – 6/2014

Facilitate and maintain compliance with Agency for Healthcare Administration regulation through the development of strategies for accountability, including communication and enforcement of federal

guidelines, policies and procedures for targeted case management. As well as the implementation of training, orientation and coaching programs. Other duties included but were not limited to:

- Monitoring, appraising and reviewing case manager client files
- Development of trainings, employee manuals and agency policy based on regulations
- Compile data and quality assurance reports
- Develop and review service plans and treatment plans
- Coordinate referrals for healthcare agencies, mental health providers and client supports
- Manage complex cases
- Review changes in local, state, and federal regulations

ORANGE COUNTY PUBLIC SCHOOLS – ORLANDO, FL
Registrar 6/2012 – 7/2012

Assist parents with student registration, enrollment and withdrawal. Input new student information. Parenting meetings to prepare registration paperwork. Maintain permanent student files. Prepare government FTE reports. Assist guidance counselors with record-keeping functions. Provide information and assistance to district personnel. General office duties as assigned.

DEPARTMENT OF CHILDREN & FAMILIES SERVICES – FORT PIERCE, FL
Child Protective Investigator 5/2010 – 8/2010

Assist families in making life changing decisions that minimize risk and maximize child safety. Conduct client interviews to determine risk, implement services for families to overcome dependency. Create referrals for treatment, counseling or other social based programs to aid families. Implement family case plans and measurable goals for families. Provide preventative measures. Input all case data. Supervision of families for risk factors.

UNITED FOR FAMILIES – FORT PIERCE, FL
Data Management Specialist 2/2009 – 5/2010

Process placement forms for relative caregivers. Create relative/non-relative placements. Update FSFN, ICWSIS AND ARGOS. Create new case files. Schedule live scan appointments for planned and emergency placement, new employee screening, and adoptions. Conduct client national background check. Prepare bi-weekly and monthly reports. General clerical duties as assigned.

EDUCATION

Florida Agricultural & Mechanical University College of Law
Orlando, Florida
2010 – 2014 Evening Program
Juris Doctor, August 2014

Indian River State College
Fort Pierce, Florida
2005 - 2009
Bachelor of Science – Business Administration, June 2009

Indian River State College
Fort Pierce, FL
2003 – 2005
Associate of Arts – Social Science/Economics

MEMBERSHIPS

The Florida Bar
September 2016

United States District Court, Southern District of Florida
November 2016

OTHER MEMBERSHIPS

We Leap, Inc. Board of Directors, Member at Large
1/2018 – Present
End IT! Infrastructure Committee Member
4/2018 - Present
Nineteenth Judicial Circuit Pro Bono Committee, Member
11/2017 – Present
Lincoln Park Advisory Committee, St. Lucie County Roundtable, Member
2/2017 – Present
St. Lucie County Bar Association, Member
11/2016 – Present
Port St. Lucie Bar Association, Member
11/2016 – Present
American Bar Association, Member
9/2016 – Present

REFERENCES

See attached References

Jovona I. Parker
Staff Attorney – Florida Rural Legal Services, Inc.
St. Lucie County

Bar Associations Memberships

1. Florida Bar
2. St. Lucie County Bar Association
3. Port St. Lucie Bar Association
4. United States District Court, Southern District of Florida
5. Gwen S. Cherry Black Women Lawyer

Community Organizations Memberships

1. Lincoln Park Advisory Committee
2. Bridges to Prosperity
3. Village Coalition of Youth Activities
4. We Leap – Youth Domestic Violence Prevention
5. END iT! – Youth organization – infrastructure committee member 4/2018 to 6/2018
    - Assisted with the development of business plan for Allegany funding
6. GEMS of the Treasure Coast – Going the Extra Mile- Girl mentorship program
7. CareerSource – Community Partnership

CITY OF FORT PIERCE

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RECEIVED
JUL 13 2018
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Community Advisory Committee

Name: KIM SLEP	Phone: 770-489-8600
Home Address: 111 Hialeah Ave Fort Pierce Fl City/Zip Code:	How long at this address? 8 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation:	

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No
If yes, in what capacity? not sure!

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☒ Yes ☐ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☒ Yes ☐ No
Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Gov
Describe your education, background, training and knowledge – (feel free to attach a resume):
Mediation Planning & zoning Fort Pierce Fl. Juvenile Justice, non Profits Fundraising. :)

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address:

Date: July 13, 2018 Applicant's Signature KSlep

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
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CITY OF FORT PIERCE

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RECEIVED
AUG 22 2018
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Advisory Committee

Name: Mazella D. Smith	Phone: 772 - 618 - 5335
Home Address: 1811 E Sanderling Ln City/Zip Code: Ft. Pierce	How long at this address? 11 yrs

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Retired

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☑ Yes ☐ No Engineering: ☑ Yes ☐ No Real Estate Brokering: ☐ Yes ☑ No
Contracting: ☑ Yes ☐ No Land Development: ☑ Yes ☐ No Other: Personnel mangt.
Describe your education, background, training and knowledge – (feel free to attach a resume):
MAURP – U of F
FL Supreme Court Certified Mediator

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Com. Sessions Applicant Email Address: mazella5@yahoo.com

Date: 8/22/18 Applicant's Signature Mazella D. Smith

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

CITY OF FORT PIERCE

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RECEIVED
AUG 23 2018
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Community Advisory Committee

Name: Frederick D. Spears	Phone: (772) 618-5464
Home Address: City/Zip Code: 1009 Ave I Ft. Pierce, FL 34950	How long at this address? 35 yr.
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Sales Associate / Customer Service	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business: N/A	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity? N/A	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge in the above area(s): N/A	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: Fredspears17@gmail.com
Date: 8/23/18	Applicant's Signature

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

Frederick D. Spears

1009 Avenue I Fort Pierce, Florida 34950
Cell: (772) 618-5654 Email: Fredspears17@gmail.com

Professional Summary

I am a person who goes above and beyond basic administrative tasks and takes on multiple projects at once. Excellent work ethic and strength in boosting company morale. Quality-focused and committed to approaching administrative tasks with tenacity and attention to detail. Attentive Customer Service Representative who has achieved customer service satisfaction and customer retention goals. Independent and quick thinking team player seeking a role offering increased responsibility.

Skills

- Excellent communication skills
- Articulate and well-spoken
- Customer service-oriented
- Accurate and detailed
- Works well under pressure
- Social media knowledge
- Pleasant demeanor
- Appointment setting
- Team building
- Motivated team player
- Great leadership skills
- Skilled problem solver
- Stocking
- Merchandising
- Retail sales
- Computer literate
- Customer-oriented
- Multi-line phone

Work History

03/2012 to Current **Overnight Stocker**

Wal-Mart Inc.- 5100 Okeechobee Road Fort Pierce, Florida 34982 #: (772) 468-0880

- Maintained cleanliness and presentation of stock room and production floor.
- Processed cash and credit payments rapidly and accurately.
- Stocked and replenished merchandise according to store merchandising layouts.
- Priced merchandise, stocked shelves and took inventory of supplies.

06/2011 to 12/2012 **Receptionist**

El Bethel Community Development Center- 518 Means Court Fort Pierce, Florida 34950 #: (772) 882-4515

- Answered and managed incoming and outgoing calls while recording accurate messages.
- Screened all visitors and directed them to the correct employee or office.
- Handled daily heavy flow of paperwork and cooperated with the accounting departments

Education

Current: **Secondary Education**

Indian River State College- 3209 Virginia Avenue Fort Pierce, Florida 34981

2011: **High School Diploma**

Fort Pierce Central High School – 4101 South 25th Street Fort Pierce, Florida

CITY OF FORT PIERCE

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

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Community Advisory Committe

Name: Alonza Watkins	Phone: 561-856-6256
Home Address: City/Zip Code: 509 Mades Drive Fort Pierce 34947	How long at this address? 2 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Educator/ Education/ Teacher	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Bachelor Arts in Criminal Justice; worked in the law and criminal justice field for 3 years, knowledge of budgeting, researching, charting, and problem solving	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: Alonza.Watkins@outlook.com
Date: 7/15/2018	Applicant's Signature

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

CITY OF FORT PIERCE

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

RECEIVED
JUL 31 2018
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Advisory Board

Name: Jan Zahrly (Janice Honea Zahrly)	Phone: 772/882-4826
Home Address: 1011-D Pheasant Run Drive City/Zip Code: Ft. Pierce, FL 34982	How long at this address? Since 2012 - 6 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Retired – University Researcher Professor	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Please see attached	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☒ No If yes, what was the nature of the crime(s) you were convicted of: oops, I was not paying attention	
Referred by: self	Applicant Email Address: peacejan21943@gmail.com
Date: 7/30/2018	Applicant's Signature: Jan Zahrly

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

GENERAL INFORMATION
Application for appointment to Police Advisory Board July, 2018

Jan Zahrly

1011 – Pheasant Run Drive, Fort Pierce, FL 772/882-4826
Peacejanz1943@gmail.com

I grew up in Fort Pierce and graduated from Dan McCarty High School in 1961. I left for the University of Florida in Gainesville and never returned except for visits until I bought a condominium in High Point (55+community) in the south part of town.

My college education is as follows:

1964	BA, University of Florida	major - language arts
1980	MBA, University of Central Florida	emphasis – management
1984	Ph.D., University of Florida	organizational systems

I have tutored elementary, high school and college students. I have taught in junior and high school. I have taught in community college. After I received my Ph.D. I was employed as a research professor at Wayne State University in Detroit, MI; at Old Dominion University in Norfolk,VA; at The University of North Dakota in Grand Forks, ND.

I held a real estate salesperson's license in Florida for several years, then took the exam to become a broker. During that time, Florida Institute of Technology in Melbourne, FL asked me to teach the basic real estate course, required in order to sit for the real estate license. I did that for several years. I also managed a condominium complex, sales and daily management in Orlando, FL.

I left real estate to work full time for Jerry Ford's presidential election campaign in early 1976 during the primaries. I was a regional campaign manager and did what I had to do to organize, mobilize, inform, educate, train, run campaign offices in the Southeast United States. I learned that I did not have to have a job where I went to the same office every day.

I did not remain with the campaign through the general election because I had been accepted by the Peace Corps. I represented the United States as a volunteer from fall, 2076 to Christmas, 2018. I served in South Korea which was then under a dictatorship. **This experience is where I learned what it is like to live as a minority, with unexpected resentment and harassment, and never know who to trust or what discrimination to expect.** I am probably the only 75-year-old white woman in Fort Pierce who truly understands how deeply racial discrimination can hurt and damage a person.

I came home from Korea, earned my MBA and Ph.D. and began working as a university research professor.

When I retired, I threw away all resumes, most of my articles, all the things I did not expect to use again. I have written out the things I remember about my activities in various communities.

WHAT I COULD BRING TO THIS BOARD

As lovely as Fort Pierce is, we have problems. Our tax base is not large enough to bring in all the funds the city needs. Secondly, there seems to be a general epidemic of illegal drug abuse throughout the country, but I have no first -hand knowledge of this. Thirdly, Fort Pierce has a great problem with race relations. In the 1950s and 1960s, white people did not view it as a problem. White folks had the money and made the rules. Today, we have so much mistrust between the races and Fort Pierce has no formal activities to address this matter. This has become a matter for the police force – people do not seem to trust the police force, the new police chief does not seem to have much support from the community, at large. [I really do not know this to be true; I base these thoughts on what I read and hear in the media.] I have seen photos of the chief out playing sports with our youth but she should not have to do everything. Why not have a youth group who is interested in law enforcement? Why not have a police academy (classes) for adult citizens? Why not start focus groups including people of all colors, religions – ask the local churches to provide space for meetings in various parts of the community? Why not have a community-wide book discussion? Some of these things may have been tried. That is not my point.

My point is that I have lived with discrimination for two and a half years. People refused to rent a room to me. People refused to serve me in a café. People walked by me and spit in my food in a public cafeteria. A man ran at me and knocked me down in the snow outside the Seoul train station while I was in the line for a taxi. On a country bus when I was traveling alone, the woman behind me grabbed my hair and yanked it -hard! Some of it came out in her hand. I screamed – the bus girl quickly came to settle the issue. The old lady was laughing. She said that she did not believe my hair was real. The bus driver was yelling, threatening to stop the bus and put us all out on the side of this country road. I was ready to hit the old lady – I did not. She was uneducated and had never been close to a white person before. And she was amazed that I was out in the country, traveling alone. She was also amazed that I spoke and understood the Korean language. She never apologized. Eventually, the bus girl made one of the students near the front change seats with me. I could write out many horrible experiences but I have to say that the majority of Korean people treated me very well. They paid for my meals in cafes; they paid for my bus fare; they gave me information about the country, tourist spots, historical spots, and culture. Over all, it was a wonderful experience and I stood and cried in the airport when I was leaving to return to the USA. But I came back a changed person. Once, when I bowed my head to say a silent prayer for my breakfast, my landlady sat down with me and we talked about prayer and religion and spirituality. She was a Buddhist and believed in shamanism. At the end of the meal, I am ashamed to say that she said first, before I even thought it or said it, "We all have the same God." Since that time, I have become friends with people of all religions, all nationalities, and colors – and I know so much more about interaction with them than I did when I left here as a 17-year-old.

VARIOUS ACTIVITIES IN THE PAST 75 YEARS

Brevard County Library Board
Brevard County Mental Health Center Board
Brevard County Mental Health Association President
Melbourne Panhellenic officer, chairman of fund raising Ball
Volunteer on Crisis Line, Brevard County
Leadership Orlando – course by the Orlando Chamber of Commerce
Alachua County Mental Health Association President
Volunteer at Fifth Street Presbyterian Church, Detroit MI – food server for homeless
Volunteer, Birmingham, MI First Presbyterian Church– Christmas youth program, finance
Board of the regional AIDS service organization, Executive Committee, Norfolk, VA
Board of the Grand Forks Homes corporation, ND (a nonprofit organization of eight churches which built, purchased and maintained about 300 low rent, subsidized homes or apartments)
Volunteer for Domestic Abuse Shelter in Grand Forks County, ND – primarily fundraising
Volunteer with refugee assistant organization (Lutheran Social Services) in Grand Forks, ND
County library volunteer, technical services, in Fort Pierce, FL, Kilmer library
Organized several (5 -6) book club discussion groups, including one at my living area now, High Point, Fort Pierce
Many public seminars -some paid, some free – on all sorts of management, social services, volunteerism, mental health topics.
Many professional publications
Many professional research presentations
Research awards, publication awards, a special award from students in North Dakota for all of my service to help students

I have not applied to be on any board for the city or county before. This issue touches my heart.

I have won awards for my research, for teaching, for service to students, for service to community, for volunteerism. Do they really matter now? I don't think so. I think what matters is how I live my daily life, if I work to protect and help the downtrodden, i.e. those who do not have the benefits I have had such as a stable family life, good education, opportunities to travel, etc. I will call out any person who is a public officer or employee who is not performing his/her duty. I seek to help those who need understanding, sympathy, a hand up. To those who are giving much, much is expected. Albert Schweitzer once said, "Do something wonderful. People may imitate it."

City Commission Regular Meeting **13.b.**

Meeting Date: 09/04/2018

Re: FPUA Board Appointments

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Applications for appointment to the FPUA Board to be appointed via Resolution 18-R43.

SUMMARY:

Pursuant to Resolution 18-R23, adopting the Charter Review Commission recommendations, this appointment to the FPUA Board shall be a resident of District 1. Such appointment shall be made by mutual agreement of the Commissioners of District 1. In the event District 1 Commissioners do not agree on the appointee, each District 1 Commissioner will make a nomination and the Mayor shall select one of the two nominees as the FPUA Board Member.

RECOMMENDATION:

Review applications and select a member at the 9/17/2018 meeting.

ALTERNATIVES:

Seek additional applications or select member and adopt Resolution 18-R43.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Davis Liverpool

18-R43

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/29/2018 12:08 PM

Form Started By: Linda Cox Started On: 08/01/2018 03:04 PM

Final Approval Date: 08/29/2018

CITY OF FORT PIERCE

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

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AUG 02 2018
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

(City Residency Required)

Name: **Pearl M. Davis**	Phone: **772-240-2328**
Home Address: **2006 Avenue Q** City/Zip Code: **Fort Pierce / 34950**	How long at this address? **12 Yrs.**
Are you a qualified elector of the City of Fort Pierce? X Yes ☐ No	
Occupation: **Retired**	Employer Name: **N/A**
Do you own a business that operates within the City of Fort Pierce? ☐ Yes **X** No If yes, list the address and nature of said business: **N/A**	
Do you now or in the future plan to do business with or have a business relationship with FPUA? X Yes ☐ No If yes, please describe in detail outlining any businesses or matters deemed appropriate. **I am currently a customer via owner occupied residential utilities services**	
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. **I am a former regulatory agent for the Federal Deposit Insurance Corporation (FDIC) and credit risk manager for local financial institutions (Harbor Fed. S&L and Seacoast Bank).** ****See professional and personal Bio-sketches attached hereto**	
Do you have special training or knowledge in any of the following areas: Utilities: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Contracting/Development: X Yes ☐ No Legal: ☐ Yes ☐ No Management: X Yes ☐ No Finance/Accounting: X Yes ☐ No Describe your education and background in any of the above areas: **As the Regional Director for the Resolution Trust Corporation (RTC), the FDIC, and Seacoast Bank I negotiated contracts with a variety of entities for professional services. I managed a team of 200 (+/-) bankers i.e. Managing Agents, Chief Credit Specialist, and Chief Financial Officers during the S&L crisis, a staff of Credit Risk Officers during my banking careers. A component of the responsibilities encompassed financial statement analysis and budget management.**	
Are you currently a member of a Commission-appointed board or committee? X Yes ☐ No If yes, please specify: **I am an alternate for the City of Fort Pierce Civil Appeals Board**	
Have you ever been convicted of a felony? ☐ Yes X No If yes, what was the nature of the crime(s) you were convicted of: **N/A**	
If appointed, are you willing to attend a training session which could last at least 5 hours? X Yes ☐ No	
Referred by: **Mayor, Linda Hudson**	Applicant Email Address: **davisp7@aol.com**
Date: **08/02/2018**	Applicant's Signature: Pearl M. Davis

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

PEARL M. DAVIS

Pearl M. Davis is a retired financial institution executive with over 30 years of diversified asset management and bank operations experience. Professional fortes are noted as strong strategic, analytical, organization, risk management and human relations skills.

Seacoast Bank- $4.5 B-Credit Risk Review Manager- Senior Vice President
Independently managed the Credit Risk Department and provided oversight of professional contractor's performance. Responsibilities entailed researching all industries within the marketplace, planning, monitoring, assessing, and managing all aspects of the bank's credit risk review program. The position reports to the Board of Director's and Chief Audit Executive.
December 2007- March 2018

Seacoast National Bank $2.5B- Loan Reviewer- Independent Contractor
Assessed the risk ratings and anticipated allowance for loss for commercial loans held by the financial institution. The position reported to the Board of Directors and President.
May 2007- December 2007

Harbor Fed. Savings Bank- Corporate Loan Risk Review Manager- Vice President
Independently assessed the risk ratings and anticipated allowance for loss on commercial loans held by the financial institution. Regulatory liaison regarding credit related matters. Position reported to the Board of Directors.
March 2001 – March 2007

Coldwell Bankers Realtors- Residential Real Estate Agent in the Atlanta Metro area.

Resolution Trust Corp. (FDIC/RTC)Federal S&L Regulatory Agency - 1989 - 1996

- **Regional Director, Office of Field Receivership Conservatorship Asset Management (OFRCAM)** - Managed the assets of 40+ on–going/controlled savings & loans within the SE region (8 states) of the U.S. with an agency staff of 200 (+/-) and bank staff to restore solvency and provide stability to the banking system. Position reported to the Regional Executive Director.

- **Managing Agent** – Managed controlled savings & loans as a going concern as CEO. Performed in conjunction with the Department of Justice while identifying and curing waste, fraud, and internal/external abuse. Liquidated less desirable assets, managed remaining assets, controlled expenditures, while preparing to package and sale the banks to healthier regulated financial institutions. Position reported to the Special Assistant to the Regional Director, Office of Conservatorship Operations.

- **Senior Credit Specialist-** Managed assets held by financial institutions controlled by the agency as Chief Credit Officer. Responsibilities entailed preparing the banks for sale to healthier regulated financial institutions.

Federal Deposit Insurance Corporation (FDIC) Banks Depository Ins. Reg. Agency
(Commercial Banks Division of Liquidation) 1984 - 1989

- **Credit Manager**- Managed account officers within the Division of Liquidation while liquidating and maximizing the return on assets obtained from the sale of acquired financial institutions.

- **Account Officer**- Liquidation of assets obtained from acquired financial institutions once sold by the regulatory agency. Liquidation methods varied from negotiating compromises, workouts, litigation, and asset sales in an effort to maximize the return on assets retained subsequent to the sale of the financial institutions.

Education:
Indian River Community College
Jones Business School
L. William Seidman Academy

Native of Fort Pierce, Florida, though removed for 20 years while pursuing a career in financial institution regulation. After living in Tennessee, Orlando, Alabama, and Georgia while working as an agent with Federal banking regulators for numerous years, I returned approximately 15+ years ago. This has been a very rewarding transition and I am proud to return home to contribute to my community.

Pearl Matthews Davis (Liverpool)

Pearl Matthews Liverpool, a native of Fort Pierce was born as the ninth child to Charlie & Ethel Matthews. She is a well-established financial institution executive with over 30 years of diversified asset management and bank operations experience. She served her country as a regulatory agent with the Federal Deposit Insurance Corporation (FDIC) and Resolution Trust Corporation for 15 years with the objective to restore solvency and provide stability to the United States banking system. After serving as Managing Agent/CEO of several banks was appointed to serve as Regional Director. As the appointed Regional Director of the Office of Field Receivership Conservatorship Asset Management she managed the assets of 40+ controlled savings & loans in eight states during the S&L crisis. This role required working in conjunction with the Department of Justice while identifying waste, fraud, and abuse, liquidating less desirable assets, managing remaining assets, controlling expenditures, packaging and selling the banks to healthier financial institutions as going concerns. During her tour of duties she notes her greatest accomplishment to be the preservation of one of the few African American owned and operated financial Institutions in the country, Tuskegee Federal Savings & Loan.

Later, after being away for 20 years, she returned to Fort Pierce to assist with the care of her elderly parents and shared her knowledge, expertise, and exposure to enhance the success of our local community financial institutions. She performed as Vice President, Corporate Loan Review Manager, at Harbor Federal Savings & Loan. Harbor Federal sold to National City at a premium and later became PNC Bank.

After providing independent contract serves to Seacoast National Bank was asked to join the organization to serve as Senior Vice President, Credit Risk Review Manager and reform the credit risk program. Her role required being in touch with the market and providing insight to the Board of Directors as to how market conditions will affect the bank's assets. Such encompass' planning, researching, monitoring, and providing oversight of financial analysis while assessing risk ratings on the credit related assets to guide the provision for potential losses. During her tenure the bank has grown from being a $2.5B financial institution to $4.7B in quality assets. Seacoast stock has gone from $3 per share to $32 per share during her tenure.

Community Related Accomplishments are as follows:

- During the 2008 Presidential Election coordinated with the local jail and arranged for those retained without conviction to have the opportunity to exercise their right to vote. That practice continues to date through the Supervisor of Elections Office.

- During the 2008 Presidential Election established an operation with the International Longshoremen Association, Mount Bethel Ministries, volunteering attorneys, researchers, and the National Civil Liberties Association (NCLA) to restore eligible individual's civil rights and create awareness for those who erroneously assumed their rights were lost. Over 100 individual rights were restored through that initiative.

- Annually provides etiquette classes for the Alpha Phi Alpha fraternity cadets "Men of Tomorrow".

- In 2016, with the approval of the City of Fort Pierce Beautification Board initiated the Adopt a Road Program within the City of Fort Pierce.

Pearl serves on the City of Fort Pierce Civil Appeals Board (alternate), Power of Parenting Board, and The River of Life Fellowship Board. As well, is a member of the Restoring the Village Planning Committee.

She enjoys living, loving, and laughing!

RESOLUTION NO. 18-R43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF A MEMBER OF THE FORT PIERCE UTILITIES AUTHORITY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that _____ be and is hereby appointed as a District 1 member of the Fort Pierce Utilities Authority Board for a term of four years in compliance with city charter and consistent with Resolution 18-R23; said term to commence October 1, 2018, and to expire on September 30, 2022, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective on October 1, 2018.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 17th day of September, 2018.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
CITY ATTORNEY

City Commission Regular Meeting **13.c.**

Meeting Date: 09/04/2018

Re:

SUBJECT:

Resolution 18-R44 accepting the return of the primary election held on August 28, 2018.

SUMMARY:

Section 67(1) of the City Charter provides that at the first regular meeting of the City Commission after the primary election and the general election, the City Commission shall adopt a Resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk, such returns having been canvassed by the County Canvassing Board, and declaring the outcome of the election.

RECOMMENDATION:

Adopt Resolution 18-R44

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Gertrude Walker, St. Lucie County Supervisor of Elections

Fiscal Impact

OTHER INFORMATION:

no fiscal impact.

Attachments

18-R44

Form Review

Form Started By: Linda Cox Started On: 08/23/2018 08:53 AM

Final Approval Date: 08/23/2018

RESOLUTION NO. 18-R44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ACCEPTING THE **RETURNS OF THE PRIMARY ELECTION** HELD ON AUGUST 28, 2018, AS PROVIDED BY THE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 67(1) of the City Charter provides that at the first regular meeting of the City Commission after the primary election and the general election, the City Commission shall adopt a Resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk, such returns having been canvassed by the County Canvassing Board, and declaring the outcome of the election.

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

SECTION 1. The City Commission of the City of Fort Pierce does hereby accept the returns of the Primary Election held on August 28, 2018, as provided by the County Supervisor of Elections, a copy of which is attached as Exhibit A and made a part of this Resolution, such returns having been canvassed by the County Canvassing Board, declaring the outcome of the election.

SECTION 2. This resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of September, 2018.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
CITY ATTORNEY

Exhibit A

***** Official *****
CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY

We, the undersigned, PHILIP J. YACUCCI, JR., County Judge, PAULA A. LEWIS, Altenate for Supervisor of Elections, TOD MOWERY, Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Thirtieth day of August, 2016 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan Election** held on the Thirtieth day of August, 2016 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Circuit Judge, 19th Judicial Circuit, Group 1, the whole number of votes cast was 43,333 of which

Beth Elaine Allen	received	18,317 votes
James W. "Jim" McCann	received	25,016 votes

For Circuit Judge, 19th Judicial Circuit, Group 6, the whole number of votes cast was 42,556 of which

Michael J. McNicholas	received	12,144 votes
Robert "Bob" Meadows	received	12,488 votes
Kiernan Patrick Moylan	received	8,933 votes
Leonard Silvio Villafranco	received	8,991 votes

For County Court Judge, Group 3, the whole number of votes cast was 43,096 of which

Ed Alonzo	received	23,416 votes
Nirlaine T. Smartt	received	19,680 votes

For School Board, District 2, the whole number of votes cast was 41,853 of which

Kacey Cooper Armstrong	received	16,948 votes
Carol A. Hilson	received	24,905 votes

For School Board, District 4, the whole number of votes cast was 41,554 of which

Kathryn Hensley	received	20,968 votes
Jennifer Richardson	received	20,586 votes

For Fort Pierce District 2, the whole number of votes cast was 3,681 of which

Steven DiPalma	received	612 votes
Lisa Fasnacht	received	824 votes
John Kevin Griffin	received	388 votes
Jeremiah Johnson	received	1,857 votes

*** Official ***

CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY

For Port St. Lucie City Council D1, the whole number of votes cast was 23,333 of which

John DiMola	received	7,708 votes
Jason Kostandinu	received	3,151 votes
Stephanie Morgan	received	12,474 votes

For Port St. Lucie City Council D2, the whole number of votes cast was 24,118 of which

John Carvelli	received	6,630 votes
Linda Gausten	received	6,585 votes
Chauncelor "Gunny" Howell	received	2,753 votes
Robert Joseph	received	2,471 votes
James Pucci	received	3,035 votes
Armando Rodriguez	received	2,644 votes

For Port St. Lucie City Council D4, the whole number of votes cast was 23,961 of which

Ron Bowen	received	9,546 votes
Jolien Caraballo	received	12,014 votes
David Skiles	received	2,401 votes

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

COUNTY JUDGE

ALTENATE FOR SUPERVISOR OF ELECTIONS

BOARD OF COUNTY COMMISSIONERS